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MASTER CONTRACT

Between

The

Dayton Education Association

and

The

Dayton City School District



EFFECTIVE

March 19, 1985

THROUGH

December 31, 1987

12/87

The Dayton Education Association
1013 N. Main Street
Dayton, Ohio 45405

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DAYTON BOARD OF EDUCATION
AND
DAYTON EDUCATION ASSOCIATION
MASTER CONTRACT

PREAMBLE

A. A high quality integrated education for the children of the Dayton City Schools is the paramount objective of this school district and good morale in the professional staff is desirable for the accomplishment of this objective.

B. The Dayton Board of Education (hereinafter referred to as BOARD) has all powers, rights, and duties conferred on it under the provisions of the Revised Code of Ohio.

C. The Superintendent and his/her administrative staff (hereinafter referred to as the ADMINISTRATION) have all powers, rights, and duties conferred on them both under the provisions of the Revised Code of Ohio and by the policies of the BOARD.

D. The professional staff members have all authority, rights, duties and responsibilities conferred upon them under the provisions of State and/or Federal law and/or the standards established by the State Board of Education, and by the policies of the Board.

E. The professional staff members have the responsibility for implementing the policies of the BOARD in providing quality educational opportunity for all students.

F. The BOARD has the right under Ohio law to adopt all policies regarding the governance and management of the school district.

G. The Superintendent, the administrative staff, and the professional staff members each have a right to provide input and assistance to the BOARD concerning programs which will provide the best possible education for students.

H. The best interest of public education will be served by adopting procedures in this CONTRACT to establish an orderly method for the BOARD and the Dayton Education Association (hereinafter referred to as ASSOCIATION) to discuss matters of concern to the BOARD, ADMINISTRATION, and/or the ASSOCIATION.

THIS CONTRACT is made and entered into this 19th day of March, 1985, by and between the BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT, hereinafter referred to as "BOARD", and the DAYTON EDUCATION ASSOCIATION, hereinafter referred to as "ASSOCIATION", and supercedes the Master Contract, effective August 16, 1984 and all Amendments and Extensions thereof.

ARTICLE ONE - PURPOSE

1.01 The purpose of this CONTRACT is to set forth those policies of the BOARD which define the rights and responsibilities of the professional staff members in the employee unit as described in Section 2.02.

1.02 The ASSOCIATION recognizes the BOARD as the elected representatives of the citizens of the School District of the City of Dayton, Ohio. Nothing in this CONTRACT shall be interpreted to be in conflict with or purport to abrogate the duties and responsibilities imposed upon the BOARD by law.

1.03 Nothing in this CONTRACT will be construed to restrict or deny to any professional staff member rights they may have under law.

ARTICLE TWO - RECOGNITION AND ASSOCIATION RIGHTS

2.01 The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive employee representative for all professional staff members employed by the BOARD in the employee unit set forth in Section 2.02.

2.02 As used in this CONTRACT, the term "professional staff member" is defined as, and the employee unit covered by this CONTRACT is defined as all certificated personnel employed by the BOARD, but excluding the following:

Superintendent of Schools	Psychologists
Deputy Superintendents	Intern Psychologists
Assistant Superintendents	Student Action Advisors
Executive Directors	Substitute teachers employed on a daily basis
Directors	Administrative Coordinators
Associate Directors	Supervisors
Principals	Assistant and/or Associate Supervisors
Assistant Principals	Teacher Aides
Deans	All others for whom certification in supervision or administration is required as a condition of employment and all other non-certificated employees of the Board
Administrative Interns	

For purposes of this ARTICLE, the term "substitute" does not include professional staff members assigned to perform substitute services who hold a regular full-term limited or continuing teacher's contract or who are long-term substitutes (i.e., non-contract teacher assigned to the same position for a period of more than sixty (60) consecutive days.)

2.03 The BOARD agrees not to recognize for the purpose of representation of the employees in the unit described in Section 2.02 any organization other than the ASSOCIATION for the duration of this CONTRACT and thereafter until a successor is elected. .

2.04 Recognition of the ASSOCIATION as the employee representative shall entitle the ASSOCIATION to the following exclusive rights. Only the ASSOCIATION or its affiliated or parent organizations have the following rights:

A. The building representatives of the ASSOCIATION in each individual school will have the use of a bulletin board in the teachers' lounge, designated for ASSOCIATION announcements. No political announcements will be posted on said bulletin board. (The word "political" as used in this CONTRACT refers only to public sector candidate endorsements and does not include ASSOCIATION politics.)

B. Payroll deduction of membership dues in accordance with the provisions of Section 8.01.

C. Permission to make brief non-political announcements during School Faculty meetings with the prior approval of the Building Principal. Permission to make announcements shall not be unreasonably withheld.

D. Use of the building public address system to make non-political announcements subject to the prior approval of the Building Principal. Permission to make announcements shall not be unreasonably withheld.

E. The ASSOCIATION building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. All equipment will be checked as to condition by the Building Principal or his/her designated representative and the ASSOCIATION building representative prior to its use so that, in the event of damage or breakage, the ASSOCIATION will be responsible to repair or replace, at prorated market value; the use is strictly to service the legitimate business of the ASSOCIATION as it relates to the membership within the building, such as the duplication of records, notices, correspondence, etc.; the purpose is for internal business use of the ASSOCIATION and is not for public distribution; supplies in connection with such equipment used will be furnished or paid for by the ASSOCIATION. ASSOCIATION use of a school building will be permitted, provided that a request is made and use arranged for in advance.

F. The ASSOCIATION may place organizational identification on its members' school mailboxes.

G. The ASSOCIATION shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the ASSOCIATION by inter-school mail at the same time it is sent to the news media. The ASSOCIATION shall also receive copies of all public documents released by the BOARD. Such documents shall be sent to the ASSOCIATION by inter-school mail at the time they are released to the public. Two (2) representatives of the ASSOCIATION shall be accorded the same seating privilege as the press at regularly scheduled or special meetings of the BOARD. A representative of the ASSOCIATION shall be permitted to address the BOARD during the hearing of the public during the BOARD meeting prior to the BOARD'S opening discussion to other representatives of the public. The ASSOCIATION may also arrange to be placed on the regular BOARD agenda by submitting a written request forty-eight (48) hours in advance of the meeting with the Superintendent's office. Such written request must indicate the item(s) to be discussed.

H. Names and addresses of newly employed professional staff members shall be provided to the ASSOCIATION as early as practicable following BOARD approval of their contracts, unless the professional staff member specifically requests otherwise in writing.

I. The ASSOCIATION may participate in the initial orientation meeting for new professional staff members if such meeting is held.

J. The ASSOCIATION shall be serviced by the BOARD'S regular daily inter-school mail system including pickup and delivery and use of individual school mailboxes so long as the ASSOCIATION maintains its office within the city limits of the City of Dayton, Ohio. The inter-school mail system may be used to send mailings to the ADMINISTRATION and to the elected officers of the ASSOCIATION and the Building Representatives of the ASSOCIATION and to individual professional staff members; provided, however, all bulk mailings shall be sent to and distributed in individual mailboxes by the Building Representative. The inter-school mail system may not be used by the ASSOCIATION as a means to disseminate political information.

K. The President of the ASSOCIATION will be granted a leave of absence from active teaching duties during the term of office. The ASSOCIATION will reimburse the BOARD monthly the total cost for the President's regular contractual salary, retirement, worker's compensation, and fringe benefits. The Treasurer of the ASSOCIATION shall make arrangements with the Treasurer of the BOARD for a payment schedule. The President of the ASSOCIATION shall accrue all rights and privileges provided by this CONTRACT and shall receive payroll checks by inter-school mail. At the commencement of the school year following the expiration of the leave of absence, the President of the ASSOCIATION will be returned to the same position held prior to becoming President, if available, or, if not available, a position comparable to that which was occupied prior to the granting of the leave, with consideration given to the length of service and teaching certification of the returning President.

2.05 No other organization which exists in whole or in part for the purpose of representing employees in the unit covered by this CONTRACT shall be granted the rights set forth in Section 2.04 during the term of this CONTRACT.

2.06 The ADMINISTRATION will make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the BOARD. The target date for the availability of this directory will be December 1st.

2.07 The ADMINISTRATION will provide a copy of this CONTRACT to all professional staff members.

2.08 The ASSOCIATION shall represent all professional staff members equally and without discrimination, regardless of their membership or non-membership in the ASSOCIATION; provided, however, that the ASSOCIATION may charge a fee for any services, other than representation in collective bargaining negotiations, rendered as a result of the request of non-members. Such fee charged any individual non-member may not exceed an amount equal to that of ASSOCIATION dues, fees, and/or assessments applicable to all members of the ASSOCIATION. The BOARD and the ADMINISTRATION shall in no way be involved in the process of collection of such fees from non-members.

ARTICLE THREE - PROFESSIONAL CONFERENCES AND ASSOCIATION
ACTIVITIES

3.01 The BOARD shall authorize the Association up to a maximum of one hundred (100) total "man" days of absence without loss of pay per year (September 1st through August 31st) to professional staff members elected to represent the Association or chosen to serve on programs or in official representative capacity at Association, N.E.A., O.E.A., or W.O.E.A. meetings, conferences or conventions. The one hundred (100) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. To be valid, a request for use of this leave must be submitted by the President of the Association to the Superintendent or the Superintendent's designee, in advance.

3.02 At times other than before or immediately after the work day when individual school meetings are normally held, the Association must request the use of facilities as prescribed in The Manual For The Use of School Buildings And Grounds adopted by the BOARD.

3.03 The President of the ASSOCIATION and/or a designee and/or the Executive Director of the ASSOCIATION shall have the right to visit schools. Either prior to or immediately upon the President's or the Executive Director's arrival at any school, the President and/or Executive Director shall advise the Principal or, in the absence of the Principal the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit, at the time desired, will, in the opinion of the Principal, interfere with the normal teaching duties of the professional staff member to be contacted. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or, in the Principal's absence, with the acting building administrator.

3.04 The ASSOCIATION building representative may call meetings of ASSOCIATION members assigned to the building. Prior to scheduling or calling any such meeting, the ASSOCIATION building representative shall advise the Building Principal of the meeting. No ASSOCIATION meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without the prior approval of the Building Principal. Such approval shall not be unreasonably denied.

ARTICLE FOUR - JOINT ADMINISTRATION - ASSOCIATION MEETINGS

4.01 The representatives of the ADMINISTRATION shall meet at least once a month with the representatives of the ASSOCIATION, if requested by either party, at mutually convenient times to discuss matters of mutual concern. Minutes of meetings shall be taken by the ADMINISTRATION and submitted to the ASSOCIATION for approval. After approval, a copy of such minutes shall be returned by the ASSOCIATION to the ADMINISTRATION, with the ASSOCIATION President's signature. Minutes, indicated as approved, shall be considered the official minutes of the meeting.

ARTICLE FIVE - SCHOOL FACULTY COUNCIL

5.01 Within each school building there shall be a School Faculty Council consisting of professional staff members assigned to such school building. Such Council shall have among its members the ASSOCIATION building representative(s). The Building Principal or his/her designee shall be a non-voting member of the School Faculty Council. The size, additional membership, and Chairperson of the Council will be decided by the faculty no later than September 30th of each school year at a meeting of all faculty assigned to the building, which meeting shall not be open to the attendance of the Building Principal. The first meeting of the Council must be scheduled by the Chairperson by mid-October.

5.02 The purpose of the Council will be to provide a vehicle for communication between the professional staff members and the administration of the school concerning matters unique to the school which have not been made the subject of a grievance.

5.03 The Council will meet upon call of either the Building Principal or the Chairperson or of a majority of the professional staff members who are members of the School Faculty Council. All professional staff members will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least twenty-four (24) hours before any regular meeting. Minutes of all meetings will be distributed to professional staff members following each meeting.

5.04 The Council may consider (1) discussion of building policies and procedures (see ARTICLE NINE - SCHOOL PROCEDURES); (2) building maintenance and cleanliness; (3) student discipline and building security matters (see ARTICLE FIFTEEN, Section 15.09); (4) instruction programs; (5) fund raising events and/or activities (see ARTICLE SIXTEEN, Section 16.03); (6) methods to secure better and equitable participation by professional staff members assigned to a building in school/building functions, activities and events (see ARTICLE TEN); (7) planning the School Open House; (8) and other similar matters and events.

5.05 Membership on the Faculty Council will neither be used to jeopardize a professional staff member's job security nor to adversely affect a professional staff member's evaluation or advancement.

5.06 The professional staff members of the School Faculty Council may meet without a school administrator present at times other than the scheduled Faculty Council meetings.

ARTICLE SIX - PROFESSIONAL ACTIVITIES FUND

6.01 The School Faculty Council of each individual school building will be provided by the BOARD with a Professional Activities Fund of \$10.00 per full-time professional staff member assigned to the building, based on the full-time professional staff equivalency from the State Report for the current school year. This Professional Activities Fund will be used at the discretion of the School Faculty Council after consultation with the Building Principal to provide for items necessary for professional staff needs, such as teaching materials and equipment, professional books, professional magazines, faculty room furniture, and professional growth and travel. This Fund may not be used to defray the cost of any telephone installation or telephone service charges. An accurate accounting of all funds allocated to this Fund will be maintained by each Building Principal

under the supervision and direction of the Treasurer of the BOARD. Such account records will be available for inspection by the Faculty Council.

ARTICLE SEVEN - SCHOOL CALENDAR AND PAY DATES

7.01 The School Calendar and schedule of pay dates for each school year shall be developed by the BOARD, through negotiations with the ASSOCIATION, prior to the April BOARD meeting of the year prior to the school year. A copy of the School Calendar and schedule of pay dates for the school year shall be posted in each school. In the event the BOARD and the ASSOCIATION are unable to reach agreement on a School Calendar and schedule of pay dates following negotiations for a reasonable period of time, not less than thirty (30) calendar days, the BOARD shall have the right to adopt a temporary calendar and payroll schedule. The temporary calendar and payroll schedule will be in effect until negotiations are concluded.

7.02 In the event of an unforeseen emergency situation mandating the closing and/or the suspension of school operations, the BOARD shall have the right to alter the school calendar; provided, however, before doing so, the ASSOCIATION shall be afforded reasonable notice and opportunity to discuss the matter.

ARTICLE EIGHT - AUTHORIZED PAYROLL DEDUCTIONS

8.01 The following payroll deductions shall be permitted without cost to the professional staff member:

A. Payroll deduction for Dayton Area School Employees' Federal Credit Union for all professional staff members eligible to participate in the Dayton Area School Employees' Federal Credit Union.

B. Payroll deduction for income protection insurance for all professional staff members from among the carriers approved by the Treasurer and the ASSOCIATION.

C. Payroll deduction for the United Way for all professional staff members who elect to participate in the United Way by executing the United Way payroll deduction authorization. Such deductions shall be made at a time convenient to the deduction schedule established by the Treasurer of the BOARD.

D. Payroll deduction for the premium cost of any insurance premiums due from the professional staff member for any insurance secured through the BOARD.

E. Payroll deduction for ASSOCIATION dues in accordance with Section 8.03.

F. Payroll deduction for such other purposes mutually agreeable to the Treasurer of the BOARD and the professional staff member or as required by law.

G. Payroll deduction through amendment of contract salary for all professional staff members wishing to participate in a tax sheltered annuity program. There shall be one (1) open enrollment period each year between September 1 through November 30.

8.02 All sums deducted from the payroll of a professional staff member will be promptly remitted by the office of the Treasurer to the Fiscal Agent for the purpose of the withholding.

8.03 Authorization for payroll deductions for membership dues in the ASSOCIATION and other affiliated or parent organizations of the ASSOCIATION, including the National Education ASSOCIATION, the Ohio Education ASSOCIATION, and the Western Ohio Education ASSOCIATION, shall be on an annual basis. The ASSOCIATION and the Treasurer of the BOARD will mutually establish a date, not before October 1, as the cut-off date for receipt of voluntary authorizations for the payroll deduction of such dues. The total amount of deduction will be prorated into fifteen (15) equal installments, effective with the pay period mutually agreed upon in writing as the starting point by the President of the ASSOCIATION and the Treasurer of the BOARD; provided, however, such payroll deduction authorization shall not be required as a condition of employment and may be terminated at any time by the professional staff member authorizing the deduction upon notice in writing to the Treasurer and shall continue in full force and effect until so terminated. The payrolls from which dues shall be deducted shall be agreed upon mutually in writing between the President of the ASSOCIATION and the Treasurer of the BOARD.

8.04 The ASSOCIATION shall indemnify and save the BOARD, its officers, agents, employees, or representatives, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the BOARD, its officers, agents, employees, or representatives in reliance upon signed payroll dues, deduction cards or written revocation of same furnished to the Treasurer of the BOARD by the ASSOCIATION, provided that the BOARD'S action or non-action is caused by the illegal, fraudulent, wrongful, mistaken, or negligent acts or omissions of the ASSOCIATION, its officers, agents or employees, or provided further that nothing in this paragraph shall be interpreted or construed to obligate the ASSOCIATION to indemnify or save the BOARD, its officers, agents, employees, or representatives, harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the BOARD, its officers, agents, employees, or representatives, in receiving, processing, and acting upon the above-described authorization or revocation of authorization of the dues deduction.

ARTICLE NINE - SCHOOL PROCEDURES

9.01 Each Principal will provide each professional staff member assigned to the building with that school's Handbook, written rules, regulations and/or procedures at the beginning of the school year.

9.02 Except in situations requiring immediate action, changes in building policies and procedures in any school building effected after the commencement of a school year will be reviewed and discussed with the School Faculty Council before being placed in effect by the Building Principal.

9.03 Each Principal will provide each professional staff member with a written weekly bulletin detailing school activities for the following week.

ARTICLE TEN - SCHOOL DAY

10.01 For purposes of identifying the school day, the following definitions shall apply:

A. "Regular classroom teachers" shall be defined as any professional staff member (except supportive staff) who meets with the same students more than one-half (1/2) hour per day on a regularly scheduled basis.

B. "Supportive Staff" shall be defined as those certificated professional staff members, including teachers, who may offer services in the areas of nursing, counseling, speech and hearing, media centers, school service advisors, and other special instructional service professional staff members.

C. "Student contact time" shall be defined as that period of time during the student day in which a professional staff member has assigned responsibility for a student and/or students and may include instructional time, movement between classes, lunch, and/or recess time.

D. "Planning time" shall be defined as the time set aside during contact time when professional staff members do not have assigned responsibility for teaching.

E. "Student supervision time" shall be defined as the time during which professional staff members have responsibility for students entering and leaving the building, bus duty, and playground duty.

F. "Lunch" shall be defined as the guaranteed thirty (30) minutes uninterrupted duty-free time for lunch. If a teacher is required to supervise the lunch room, he/she will be provided thirty (30) minutes uninterrupted lunch. Such thirty (30) minutes will not be part of planning or development time.

G. "Development time" shall be defined as that period of time used for: Individual or Group Conferences; ADMINISTRATION scheduled faculty meetings (elementary level only); audio-visual explanations; planning sessions; departmental meetings; parent-teacher conferences; in-service training; sharing of specialized service; and such other activity as may be approved or determined by the ADMINISTRATION after consultation with the School Faculty Council.

10.02 Student's Day

- A. The normal student day for kindergarten students shall be 165 minutes. This may include one recess period of fifteen (15) minutes per day.
- B. The normal student day for elementary school students shall be 375 minutes, including thirty (30) minutes lunch.
- C. The normal student day for intermediate school students shall be 375 minutes, including thirty (30) minutes lunch.
- D. The normal student day for high school students shall be 405 minutes, including thirty (30) minutes' lunch.

10.03 Regular Classroom Teacher's Day

A. Kindergarten

1. The normal regular classroom teacher day in the kindergarten for teachers who teach both a morning and an afternoon session shall consist of no more than 435 continuous minutes scheduled as follows:

- 330 minutes - Student contact time
- 30 minutes - Lunch
- 30 minutes - Before or after student day
in supervision of students
- 45 minutes - Development time

Kindergarten teachers will be provided a total of 165 minutes planning time each full week; additional planning time up to 225 total minutes each full week will be provided if appropriate scheduling arrangements can be made, as determined by the Building Principal.

2. The normal regular classroom teacher day in the kindergarten for teachers who teach only one session shall consist of no more than 215 continuous minutes scheduled as follows:

- 165 minutes - Student contact time
- 30 minutes - Development time
- 20 minutes - Before or after student day
in supervision of students

Half-time kindergarten teachers will be provided a total of 80 minutes planning time each full week; additional planning time up to 112 minutes each full week will be provided if appropriate scheduling arrangements can be made, as determined by the Building Principal.

B. Elementary (Grades 1-6)

1. The normal regular classroom teacher day in the elementary school (Grades 1 through 6) shall consist of no more than 435 continuous minutes scheduled as follows:

- 345 minutes - Student contact time
- 30 minutes - Lunch
- 15 minutes - Before or after student day
in student supervision time
- 45 minutes - Development time

Grade 1 teachers will be provided a total of 165 minutes planning time each full week; Grade 2 and Grade 3 teachers will be provided a total of 180 minutes planning time each full week. (Differences compensated by differential in class size (See ARTICLE ELEVEN, Section 11.01); additional planning time up to 225 total minutes each full week will be provided if appropriate scheduling arrangements can be made as determined by the Building Principal.

C. Intermediate (Grades 7-9)

1. The normal regular classroom teacher day in the intermediate school (Grades 7 through 9) shall consist of no more than 435 continuous minutes scheduled during a six (6) period day as follows:

- 360 minutes - Student contact time
- 30 minutes - Lunch
- 15 minutes - Before or after student day
in student supervision time
- 30 minutes - Development time (before or
after school)

Intermediate school teachers will be provided five (5) planning periods per week.

D. High School (Grades 10-12)

1. The normal regular classroom teacher day in high school shall consist of no more than 435 continuous minutes scheduled as follows:

- 375 minutes - Student contact time
- 30 minutes - Lunch
- 15 minutes - Before student day in super-
vision of students
- 15 minutes - After student day in super-
vision of students

High School teachers will be provided five (5) planning periods per week.

10.04 Temporary adjustments to the "normal" conditions set forth in Section 10.01 through 10.03 may be made by the ADMINISTRATION only on an emergency basis and after consultation with the School Faculty Council in the school building affected by the change.

10.05 Supportive Staff Day

The supportive staff day will be the same as the regular classroom teacher day in the building in which they are assigned. The arrangement of this time will be established by the Building Principal, after consultation with the supportive staff, in such a manner so as to accommodate the special needs of the supportive staff role.

10.06 Every reasonable effort will be made so as to schedule traveling teachers with a minimum number of buildings.

10.07 The ADMINISTRATION will make a reasonable effort to provide a substitute teacher whenever a regular classroom teacher is absent. It is recognized, however, that in all cases of absence by professional staff members substitutes may not be able to be secured. The determination by the ADMINISTRATION that a substitute cannot be secured shall be final. When a substitute cannot be secured, a professional staff member may be requested by the Building Principal to waive

his/her planning period to assume the responsibilities of teaching a class in lieu of a substitute teacher. A non-teaching professional staff member may also be requested by the Building Principal to assume the responsibilities of teaching a class in lieu of a substitute teacher when a substitute teacher is not present. The Principal will keep a record of the times when each professional staff member has accepted such teaching responsibilities. Such assignments will be rotated among those available professional staff members in the school for the class period involved; however, no professional staff member will be requested to waive planning time/periods an unreasonable number of times, as determined by the Building Principal. Effective with the start of the second semester, February 4, 1980, professional staff members who are required by their Building Principal to waive their planning time/period to assume the responsibilities of teaching a class in lieu of a substitute teacher shall be compensated for performing such additional teaching responsibilities at the hourly substitute teaching rate established by the BOARD.

10.08 The Building Principal at each school may schedule up to two (2) required participation in after school hours parent-teacher public functions each school year. All professional staff members assigned to a school may be required by the Building Principal to be in attendance during such functions and to participate in programs conducted during such functions. Professional staff members may be excused from participating in a required attendance function for good cause as approved by the Building Principal. The School Faculty Council shall be involved in the planning for such functions. Participation in such functions may include, but shall not be limited to, meeting with parents and guardians of students and conducting programs. After school hours functions which may require total staff participation in excess of two (2) during any school year may be held with the concurrence of the School Faculty Council. The School Faculty Council will work with the Principal to provide for both an equitable distribution of such functions among the professional staff members assigned to the building and professional staff member presence at school functions or school activities.

10.09 This ARTICLE (except for Sections 10.07 and 10.08) is not applicable to any vocational career center, cooperative high school, or to any adult programs. The ADMINISTRATION shall determine the school day in each such vocational career center, cooperative high school, or adult program after consultation with the School Faculty Council at each such location.

ARTICLE ELEVEN - CLASS SIZE

11.01 Primary (K-3)

The class size in each home base or homeroom in the primary division of an elementary school should be no greater than the following number of students per one (1) regular classroom teacher:

Grades K & 1

26

Grades 2 & 3

28

With the exception of mainstreaming (integration of special education students into regular classes in art, music, physical education) the class size

in art, music and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education teacher:

Grades K & 1

26

Grades 2 & 3

28

Any professional staff member in a primary division of an elementary school with a class enrollment in excess of the indicated number of students will be provided an aide within fifteen (15) work days after written request for such aide is made to the Superintendent's designee.

11.02 Elementary (4-6)

The class size in each home base or homeroom in the intermediate division of an elementary school should be no greater than the following number of students per one (1) regular classroom teacher:

Grades 4 through 6

30

With the exception of mainstreaming (integration of special education students into regular classes in art, music, physical education) the class size in art, music and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education teacher:

Grades 4 through 6

30

Any professional staff member in an intermediate division of an elementary school with a class enrollment in excess of the indicated number of students will be provided an aide within fifteen (15) work days after written request for such aide is made to the Superintendent's designee.

11.03 Intermediate (7-9)

The pupil load will not exceed 160 pupils per day for intermediate school teachers. The class size for each instructional period in the intermediate school shall be no greater than thirty-two (32) students. With the exception of mainstreaming (integration of special education students into regular classes in art, music, physical education) the class size in art, music, and physical education classes shall be no greater than thirty-two (32) students.

11.04 High School (10-12)

The pupil load will not exceed 170 pupils per day for high school teachers. Certain activity classes such as typewriting, physical education and music, and all other programs involving group or unit participation or involving laboratory work are excluded from this provision. Any high school professional staff member with a class enrollment of more than thirty-five (35) students in any class will be provided an aide for such classes within fifteen (15) work days after written request for such aide is made to the Superintendent's designee.

11.05 Special Classes

A. In grades K-3 activity classes such as physical education and all other programs involving large groups or team participation, the class size will be no greater than the number of students indicated in Section 11.01 per one (1) activity teacher, plus special education students mainstreamed into the activity class.

B. In grades 4-8 activity classes such as physical education and all other programs involving large group or team participation, the class will not be composed of more than two (2) home bases or homerooms or the equivalent, plus students mainstreamed into the activity classes.

C. The class size in special subjects in high schools, such as laboratory and industrial arts courses, will be determined by the Building Principal after consultation with the lead counselor. The class size for vocational classes shall not exceed state standards, where applicable.

D. In each elementary school, the pupil load for chorus and band shall be determined by the Building Principal after consultation with the chorus and/or band director.

E. In each elementary school, the pupil load for home economics and industrial arts will not exceed twenty (20) pupils.

11.06 Special Education Classes

The class size for special education classes, such as deaf, blind, crippled, multi-handicapped, developmentally handicapped and classes for students identified as special education will be limited to the maximum number allowed under applicable state standards. When identified special education students are mainstreamed full time into a regular classroom, during the first (1st) year of such mainstreaming the Building Principal should give consideration to counting them as two (2) for the purpose of determining class size.

11.07 The aide assigned to the home base or homeroom will accompany the home base class to a special activity class. By mutual agreement of the professional staff members involved, the aide may stay with the home base or homeroom professional staff member.

11.08 At the commencement of each school year, at least three (3) weeks shall be allowed to adjust class enrollment to meet the class size requirements set forth in this Article.

11.09 Except in IGE Magnet Schools, elementary teachers (grades 1-6) assigned a combination class (two grade levels) will have a class size less than other classes of comparable grade levels within that building. Wherever possible, Building Principals will provide additional planning time to teachers with combination classes.

ARTICLE TWELVE - FACULTY MEETINGS

12.01 Tuesdays will be reserved for faculty meetings. Faculty meetings are meetings which involve all professional staff members assigned to a building for

such purposes as: school business, teacher-pupil relationship, assessment and/or any other school-wide purpose identified by the Principal or the Superintendent, or by the Principal in cooperation with the School Faculty Council. Professional staff members may not be excused from faculty meetings on a regular basis because of extra-duty commitments.

12.02 Faculty meetings may be scheduled during developmental time. The Principal may also schedule one regular faculty meeting per month which extends beyond the teacher day. Meetings in excess of this one (1) regular meeting require the concurrence of the School Faculty Council. Faculty meetings which extend beyond the teacher day may be scheduled at the discretion of the Principal and may extend forty-five (45) minutes beyond the teacher day.

12.03 The agenda for the regular monthly elementary faculty meetings should be posted twenty-four (24) hours prior to the meeting. The agenda for a special faculty meeting should be posted as soon as possible prior to the meeting.

ARTICLE THIRTEEN - ACADEMIC FREEDOM

13.01 A professional staff seeks to educate people in the educational skills and in democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these educational skills and democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

13.02 It is recognized that the Principal in each school is responsible for all teaching conducted in the school and, therefore, has the responsibility to supervise each professional staff member with respect to all teaching activity conducted within the building. Should differences exist with respect to the subject of academic freedom, the professional staff member and his/her ASSOCIATION representative shall review the matter with the Superintendent or his/her designee.

13.03 In the spirit of academic freedom, professional staff members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The professional staff member is responsible for exercising reasonable and prudent judgment in selecting for discussion those issues he/she deems relevant to the maturity and understanding of the students involved.

13.04 Freedom of individual conscience, association and expression will be encouraged, and fairness of procedures will be observed.

ARTICLE FOURTEEN - TEACHING ENVIRONMENT, SUPPLIES AND FACILITIES

14.01 A duplicating machine, typewriter and paper will be made available in each school for the use of professional staff members in preparing instructional materials. Available typewriters and other office machines and equipment may be

used by professional staff members for preparation of instructional materials, subject to the prior approval of the Building Principal or his/her designee.

14.02 Each existing classroom shall have usable chalkboard and bulletin board space to complement the professional staff member's instruction. Bulletin boards shall be located in accessible positions.

14.03 Existing school phone facilities shall be made available to professional staff members for calls relating to necessary school business and for personal calls of an emergency nature. No professional staff member shall use school phone facilities for personal calls of a non-emergency nature without the prior approval of the Building Principal or, in his/her absence, the acting administrator. A professional staff member may not make any toll or long distance calls from any school phone without the prior approval of the Building Principal.

14.04 Supplies

A. A grade and lesson plan book complete with a binder will be provided by the BOARD for each professional staff member at the commencement of each school year. Each professional staff member will be required to maintain a lesson plan book and grade book which must be available for inspection, upon request, by the Building Principal. Lesson plan books must also be available for use by a substitute teacher whenever the professional staff member is absent.

B. Audio-visual equipment, supplies and other materials necessary to teach assigned courses will be provided. Approved textbooks and teacher editions of all approved textbooks (when available for purchase), for the staff member assigned to teach from the approved textbook, will be provided as delineated in the Dayton Public Schools and Department of Instruction Adopted Textbooks and Materials Elementary and Secondary Handbook and Adopted Textbooks and Workbooks, Grades K-12.

14.05 Equipment

A. Professional staff members will be provided clean, well-lighted, safe, healthful, and adequately ventilated conditions in all places of employment, as determined by the ADMINISTRATION.

B. Adequate maintenance of all facilities and equipment shall be provided, including but not limited to plumbing, lighting, floors, doors, fountains, etc., as determined by the ADMINISTRATION.

14.06 All daily routine announcements over the school public address system should be made during the homeroom period or designated announcement period. Use of the school public address system at other times is recognized as being potentially disruptive of the classroom learning situation. Therefore, such use is the responsibility of the Building Principal. Use of the school public address system at times other than the homeroom period or designated announcement period shall not be approved by the Building Principal indiscriminately.

14.07 The Superintendent will, prior to developing plans for submission to the BOARD for any new buildings or for any major renovation of existing buildings, seek input from several professional staff members, representative of those

instructional or special areas found in the proposed building, regarding the plans for such building or changes. The professional staff members selected will be selected by the Superintendent; however, the ASSOCIATION will be given the opportunity to suggest the names of individuals to the Superintendent.

ARTICLE FIFTEEN - PROFESSIONAL STAFF MEMBER PROTECTIONS

15.01 Prior to the commencement of the school year, the administration of each school shall develop school procedures to deal with control and discipline of students. It is the responsibility of each professional staff member to implement such procedures so as to provide an atmosphere for learning to take place. During the first full week of school, the Building Principal will meet with students to review all school rules and regulations. The ADMINISTRATION will provide cooperative assistance and counsel to professional staff members as they carry out such procedures. Section 3319.41 of the Ohio Revised Code states that a professional staff member, Principal or administrator may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupils, for the purpose of self-defense, or for the protection of persons or property.

15.02 A copy of Section IV-B, Chapter 5 Rules and Regulations, Dayton BOARD of Education, is set forth hereinafter for informational purposes only. Inclusion of this section does not incorporate such section into this CONTRACT as a substantive provision of this CONTRACT. The text of this policy is as follows:

"B. School Related Types of Conduct for Which a
Student May be Removed Through Emergency,
Suspended or Expelled

1. Removal

- a. If a pupil's presence poses a continuing danger to persons or property or an on-going threat of disrupting the academic process taking place within the classroom or elsewhere on the school premises, the Superintendent or a Principal, or assistant principal, may remove a pupil from curricular or extra-curricular activities or from the school premises.
- b. A teacher may remove a pupil from curricular or extra-curricular activities under his/her supervision under the same conditions of conduct (B.1.a. above). The removed student will be sent or conducted to designated administrative offices.
- c. A student so removed may be suspended and/or expelled as a result of the behavior which caused the student to be removed in accordance with these policies.
- d. Nothing in this Section shall be construed to prohibit normal disciplinary procedures under which a student is removed from a curricular or extra-curricular activity

for a period of less than twenty-four hours and is not subject to suspension or expulsion.

2. Suspension

A Principal or Superintendent may suspend a pupil for not more than ten days in accordance with administrative and statutory procedures for the following reasons:

- a. Violation of written rules and regulations of the school and/or BOARD policies.
- b. Repeated tardiness or unauthorized absence from classes.
- c. Interference with the learning opportunities of other students.
- d. Refusal of disciplinary action for violation of school and/or classroom rules and regulations or BOARD policies.
- e. Failure to follow the directions or instructions of school officials.
- f. Any expellable offense under Section IV-B-3, Chapter 5 of these policies.
- g. Any combination of violations of Items b. through f. of this Section.

3. Expulsion

The Superintendent may expel a student for not more than one semester in accordance with administrative and statutory procedures for the following reasons:

- a. Assault and/or battery upon a school official or student.
- b. Repeated interference with the learning opportunities of other students.
- c. Possession of alcohol, drugs, or weapons while subject to school authority.
- d. Consumption of alcohol and/or drugs and/or the use as a weapon of any object capable of inflicting bodily harm and/or property damage while subject to school authority.
- e. Repeated history of conduct involving truancy, unauthorized absence from class, gambling, fighting, or failure to observe school rules and regulations and/or BOARD policies.

- f. Any wrongful interference with the person, rights or property of another.

C. Posting

A copy of Section IV-B, Chapter 5 Rules and Regulations, Dayton BOARD of Education, shall be posted in a central location in the school and made available to pupils upon request. Thereafter no pupil shall be suspended, expelled or removed except in accordance with these policies."

15.03 Professional staff members initiating any request or recommendation or other action to remove, suspend, or expel any student for any reason shall be required to submit such request or recommendation or action in writing with whatever documentation or information is available to support such request, recommendation or action and, should the need arise, shall be required to testify in any legal or administrative proceedings resulting either from such recommendation, request or action or otherwise seeking to remove, suspend, or expel any student. The ADMINISTRATION will provide reasonable on-the-job protection, counsel and assistance in such situations.

15.04 Civil Disturbance

A. In case of a general civil disturbance in the area of a school, a professional staff member fearful for his/her safety should contact the proper school authorities for instructions as to work assignment.

B. The ADMINISTRATION will not require any professional staff member to report to a school where clear and present danger exists, as determined by the ADMINISTRATION.

C. In the event of disorder or other emergency while school is in session, no professional staff member shall leave a class unattended or dismiss a class unless instructed to do so by the Building Principal.

15.05 Complaints Against Professional Staff Members

A. Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between professional staff member, pupil, parent, Principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a complaint against a professional staff member which must be submitted in writing to the Building Principal. The Principal shall give a copy to the professional staff member. Likewise, the professional staff member may request in writing to the Principal that such a written complaint must be filed or the pending matter shall be considered closed in this situation. The Principal shall give a copy to the parent.

B. Further action concerning the complaint shall be initiated by the following procedure:

1. If requested by the complainant or the professional staff member, a meeting involving the professional staff member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
2. If the complaint is unresolved, it may be appealed to the appropriate director or assistant superintendent.
3. If it is not resolved at that level, it may be appealed to the Superintendent.
4. If it is still unresolved, it may be appealed to the BOARD.

C. In each of the steps above, a professional staff member may request and be accompanied by counsel and/or ASSOCIATION representative. Conferences regarding such complaints shall be in private.

15.06 For the protection of both pupils and professional staff members, there shall be an administrator present during the normal school day when the building is open. In the absence of an administrator, the Principal shall designate another professional staff member to act as the Principal's representative.

15.07 Whenever a complaint or court action is pending against a professional staff member, no one other than the professional staff member's supervisors or other individuals in the employ of the BOARD, as designated by the Superintendent, will be permitted to observe the professional staff member's class without the approval of the professional staff member.

15.08 Assault. All cases of physical threat or violence to professional staff members shall be reported to the Principal immediately after occurrence. If, in the judgment of the professional staff member and/or the Principal, the assault is sufficiently severe, the police shall be notified. The ADMINISTRATION will provide reasonable on-the-job protection, counsel, and reasonable assistance in such situations. A written report of all assaults on staff personnel will be made to the Superintendent's designee for further investigation. (See also, ARTICLE TWENTY - ASSAULT LEAVE.)

15.09 Role of School Faculty Council in Teacher Protection.

The School Faculty Council in each school shall have the prerogative to bring matters related to student discipline problems and building security problems to the attention of the Building Principal. Should discipline in a school be in jeopardy because of inadequate security arrangements, it shall be the right of the School Faculty Council to request assistance through the ASSOCIATION.

ARTICLE SIXTEEN - NON-INSTRUCTIONAL CLERICAL DUTIES

16.01 Clerical responsibilities of a non-instructional nature may be required by the ADMINISTRATION for legitimate business purposes but will be held to a minimum.

16.02 Except in the case of an emergency that could not be anticipated in advance, professional staff members will be given a reasonable amount of time, not less

than three (3) work days, to furnish miscellaneous reports which the professional staff members are required to submit.

16.03 Before any fund raising event or other activity that involves the collection of money is conducted in a school building which will involve the professional staff members assigned to the building in any way, the School Faculty Council will be involved in the decision whether to conduct the event and, if so, in determining the extent of involvement of professional staff members in the fund raising activity. The Chairperson of the School Faculty Council will be permitted to review the accounting for all fund raising events or activities with the Building Principal and/or the school Treasurer or Business Manager. In addition the Building Principal will issue quarterly reports to the faculty regarding all funds collected and the expenditure of such funds.

ARTICLE SEVENTEEN - COOPERATING TEACHER

17.01 The BOARD recognizes the responsibilities of professional staff members to assist student teachers and/or student observers in developing into competent professionals. The BOARD also recognizes the fact that there is a certain degree of both personal enrichment and self-development of the cooperating teachers in their work as they assist and guide the professional growth of the student teacher. The BOARD further considers the supervision of student teachers and/or student observers to be a responsibility in addition to the teacher's regular teaching duties. Teachers who consent to the assignment of a student teacher and/or student observer agree to accept such responsibilities. The BOARD also recognizes that teaching training institutions have a responsibility for compensation and remuneration of those professional staff members who are supervising student teachers and/or student observers. This remuneration may come through college credit, free course offerings, or through cash payment, as established by the university placing the student teacher with the system.

17.02 The BOARD will provide student teachers and/or student observers with copies of the texts, guides, and building policies to assist them during their student teaching assignments.

17.03 Normally no professional staff member will be assigned a student teacher and/or student observer without the professional staff member's consent.

17.04 In the event the professional staff member feels the necessity to terminate the assignment, the professional staff member will contact the Building Principal who, in turn, will arrange for a conference between the Building Principal, the cooperating teacher, the student teacher and/or student observer, and his/her immediate supervisor/advisor from the placing university.

ARTICLE EIGHTEEN - ORIENTATION OF PROFESSIONAL STAFF MEMBERS NEW TO THE SYSTEM

18.01 A new professional staff member will receive an orientation to the Dayton City Schools immediately preceding the opening of the school year. As part of the new teacher orientation program, the professional staff member will have a conference with the Building Principal, during which the building policies and procedures of the school and the school Handbook will be reviewed. During this conference, if requested by the new professional staff member, the new professional

staff member will be assigned a teacher-associate to assist him/her in his/her new assignment.

18.02 The Planning Committee responsible for the new teacher orientation program shall include at least three professional staff members designated by the ASSOCIATION.

18.03 Time for an ASSOCIATION presentation will also be incorporated into the program schedule.

18.04 It is the professional responsibility of each professional staff member to provide special consideration to new professional staff members with regard to assignments, responsibilities, assistance, and guidance.

ARTICLE NINETEEN - PROFESSIONAL STAFF ABSENCE

19.01 The following leave provisions will be applicable to all full-time professional staff members.

19.02 Definitions. As used in this ARTICLE, the following definitions shall be applicable:

A. Immediate Family - The "immediate family" includes the father, mother, current spouse, child, brother, sister, and in-laws bearing any of these relationships, the employee's grandparents and grandchildren, and any other person who is a permanent resident of the household.

B. Other Relatives - "Other relatives" includes uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships.

C. Regular Earnings - The per diem compensation received by a professional staff member while working on the regular day school assignment.

19.03 Sick Leave Allowance

A. The professional staff member shall accumulate sick leave each month at the rate of 1.25 times the number of regularly scheduled hours per day in accordance with the provisions of 3319.141 of the Revised Code of Ohio (15 days sick leave with pay per year). The maximum number of hours to be accumulated are 250 times the number of regularly scheduled hours per day.

B. No professional staff member may accumulate night school sick leave if such professional staff member is accumulating sick leave as a full-time employee pursuant to the provisions of the Revised Code of Ohio through teaching or other state or city employment.

C. Night school professional staff members not covered in the preceding paragraph and other part-time, hourly or seasonal professional staff members may accumulate sick leave at the rate of one (1) hour sick leave for each 17.3 hours of completed service.

D. Day school professional staff members teaching night school who are absent an entire day (day school and night school) on sick leave shall have one day (a maximum of seven and one-fourth (7-1/4) sick leave hours) deducted from their

accumulated sick leave for such entire work day. Day school professional staff members teaching night school who are absent during the day school session only on sick leave shall have one day (seven and one-fourth (7-1/4) hours) sick leave deducted from their accumulated sick leave. Day school professional staff members teaching night school who are absent during the night school session only on sick leave shall have sick leave deducted from their accumulated sick leave in accordance with the following schedule:

<u>Night School Teaching Assignment Time</u>	<u>Sick Leave Charge</u>
One (1) hour	1 hour
Two (2) hours	2 hours
Three (3) hours	3 hours

E. For administering regulations relative to sick leave accumulation, sick leave shall be credited fractionally on a monthly basis by pay periods in proportion to the time paid.

F. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member having terminated employment with the BOARD will have accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.

G. Pursuant to 3319.141 of the Ohio Revised Code, a professional staff member reemployed by the BOARD who, since leaving the employ of the BOARD, has been employed by other boards of education or by state, county or municipal governments in Ohio, will receive full credit for sick leave accumulated both in the prior employ of the BOARD and in the employment of other agencies of the State of Ohio listed above as shown in the records of the last employing organization to the maximum accumulation set forth in paragraph A.

H. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member being employed by the BOARD who, preceding this employment, has been in the employ of another board of education or state, county, or municipal government in Ohio will receive full time credit for the sick leave accumulated in this previous employment as shown in the records of the last employing organization to the maximum accumulation set forth in paragraph A.

I. A professional staff member eligible for sick leave may be granted such leave when absent from work and entitled to such sick leave in accordance with the provisions of 3319.141 of the Ohio Revised Code, as follows: "for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family."

J. The BOARD shall require each professional staff member to furnish a written, signed statement on forms provided by the BOARD for use of sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician and the date he/she was consulted.

K. Pursuant to 3319.141 of the Ohio Revised Code, each beginning professional staff member and each professional staff member having used all

available sick leave, at the beginning of the school year, will be given an accumulation of sick leave, as prescribed and as limited by 3319.08 of the Ohio Revised Code. Pursuant to 3319.08 of the Ohio Revised Code, each professional staff member under regular full-time contract having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at the rate set forth in this Section.

19.04 Attendance at Professional Conferences

A. Professional staff members are encouraged to attend subject matter meetings and/or conferences. A professional staff member may be authorized to attend a professional conference (which shall not include ASSOCIATION or affiliated organizations sponsored activities of a non-instructional nature), as approved by the Superintendent or his/her designee, with no loss of pay upon submission of proper application at least twenty (20) calendar days prior to the conference. If necessary, as determined by the Building Principal, substitutes will be provided and paid for by the BOARD. Payment toward allowable expenses of a professional staff member attending such meeting will be determined by the BOARD.

19.05 Visiting Days

A. A professional staff member may be authorized to be absent from assigned teaching duties for up to two (2) days in any one school year, without loss of pay, for the purpose of visitation of other school buildings in the Dayton School System, subject to the prior approval of the professional staff member's Building Principal and the Building Principal in the building to be observed, if the absence from assigned teaching does not require use of a substitute or require the payment of a stipend.

B. A professional staff member may be authorized to be absent from assigned teaching duties for up to two (2) days in any one school year, without loss of pay, for the purpose of visitation of other school buildings outside the Dayton School System, subject to the prior approval of the Superintendent, the Superintendent of Schools of the school district in which the visitation is to take place, and the Building Principal in the building to be observed, if the absence from assigned teaching does not require use of a substitute or require the payment of a stipend.

19.06 Worker's Compensation

A. In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. Professional staff members may utilize sick leave to receive the difference in pay between Worker's Compensation benefits received and regular compensation. If a professional staff member elects to do so, there will be a charge against the sick leave credits of the affected professional staff member only to the extent necessary on a pro-rata basis. Professional staff members who desire to do so must present evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer of the BOARD, and, thereafter, the Treasurer of the BOARD will issue a check for the difference and make the appropriate charge against the sick leave credits of the affected professional staff member.

B. Any professional staff member absent from work because of any service-connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay, upon approval of the application to return to work. Such application shall include medical certification of ability to assume full-time teaching responsibilities. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this Section.

19.07 Death in Family

A. A professional staff member shall be allowed three (3) days of absence without loss of regular pay, not chargeable against sick leave, in the event of a death in the immediate family.

B. A professional staff member will be allowed one (1) day of absence without loss of regular pay, not chargeable against sick leave, to attend the funeral of other relatives.

C. If the death of a member of the immediate family or other relative of a professional staff member occurs at a distance greater than 150 A.A.A. miles from Dayton (one way), the professional staff member may be allowed an additional absence of one (1) school day, or if the distance is greater than 300 A.A.A. miles from Dayton (one way) the professional staff member may be allowed an additional absence of two (2) school days without loss of pay, not chargeable against sick leave for travel time.

19.08 Personal Leave

A. A professional staff member may be allowed the number of normally scheduled daily hours off from normal teaching duties per school year without loss of regular earnings. In the event such personal leave is not used before the last ten (10) student days of a school year, it shall be paid with the final pay as additional compensation.

B. Personal leave may not be used during the first or last week of school in any semester or on the day before or after any holiday or vacation.

C. Personal leave will not need justification or explanation by the professional staff member. All requests for personal leave must be submitted to the ADMINISTRATION, when possible, at least two (2) days in advance of the school day on which the professional staff member desires to be off on personal leave.

D. Participation in activities called by or sponsored by the ASSOCIATION shall not be considered valid grounds for use of a personal leave day, unless prior approval in writing is secured from the Superintendent.

E. Personal leave shall not be charged for a leave of absence unless the professional staff member has requested use of such day as personal leave.

F. Personal leave may be taken only in a minimum increment of either one-half (1/2) or one (1) full day.

19.09 Emergency Leave

A. Emergency leave of absence from normal teaching duties of up to a total of four (4) days per school year without loss of regular earnings will be granted by the ADMINISTRATION, upon submission of satisfactory evidence acceptable to the ADMINISTRATION of an actual emergency situation.

B. Such leave will require a certificate of explanation, signed by the professional staff member, giving reason or justification. If the justification given is a reason for which sick leave could be used, sick leave must be used rather than emergency leave.

C. As used in this Section only, the term "family" shall be defined as the father, mother, current spouse, child, father-in-law, mother-in-law of the professional staff member and any other dependent of the professional staff member who is a permanent member of the household of the professional staff member.

D. Examples of justifiable emergency leave may be the following:

1. Emergencies

- a. Personal accidents to members of the professional staff member's family.
- b. Disaster affecting professional staff member's family or family property. For purposes of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event which produces material damage, loss and distress. Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the professional staff member, a fire in the residence of the professional staff member, or a tornado causing damage to the residence of the professional staff member."
- c. Road conditions making it impossible to report to work. Every effort should be expended to report to work, even though the hour may be late.

2. Obligations

- a. Observance of religious holidays when total abstinence from work is required pursuant to the rule of the religion of the professional staff member, not to exceed three (3) days per school year.
- b. No more than one (1) day for attendance at graduation exercises beyond high school involving the professional staff member or a member of the immediate family of the professional staff member. This day must be either the

day of the graduation ceremony, or, if the graduation ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the graduation ceremony.

- c. No more than one (1) day for attending a wedding involving a member of the professional staff member's immediate family. This day must be either the day of the wedding ceremony, or, if the wedding ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the wedding ceremony.
- d. No more than one (1) day for attendance at any ceremony when a member of the professional staff member's immediate family is receiving an award of major significance. This day must be either the day of the award ceremony, or, if the ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the ceremony.

19.10 Attendance in Court

A. Absence in response to subpoena or jury summons

- 1. A professional staff member who is summoned for jury duty during normal teaching hours or who is not party to a court case or administrative hearing who is subpoenaed to appear in a court or administrative hearing during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance, provided the professional staff member meets the following:
 - a. Notifies the Building Principal of the building to which the professional staff member is assigned within two (2) days after receipt of the jury summons or subpoena.
 - b. Submits a statement signed by the professional staff member to the Treasurer stating:
 - (1) the date and time in attendance at the proceeding.
 - (2) the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
 - c. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the professional staff member to the office of the Treasurer before the end of the pay period in which the absence occurred.

Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.

2. In cases in which the professional staff member is a party in an action arising out of such professional staff member's employment with the BOARD, the Superintendent may authorize absence with no loss of salary in accordance with the provisions of this Section. The decision of the Superintendent with respect to such matters shall be final.

19.11 Leave of Absence - General

A. With the exception of military leave, service in special governmental assignments, teaching in military dependent's school, other teaching outside the United States, and/or political leave, a professional staff member will not be granted a leave of absence from the Dayton Public School System if he or she will be otherwise employed during the time of such leave of absence, unless such employment is approved as part of the leave request. Evidence of such concurrent employment shall be grounds for immediate termination of such leave and termination of the contract of the professional staff member.

B. Leaves of absence without pay will be granted by the Superintendent, as detailed below, for: (1) personal illness (including maternity), (2) adoption of a child, (3) military leave, (4) service in or accompanying husband or wife on special governmental assignment, (5) professional study, (6) emergency, (7) professional improvement through travel, (8) political leave, or (9) national and state officers of the ASSOCIATION.

1. Leave of Absence for Personal Illness

- a. An application for leave of absence without pay due to personal illness or disability (including maternity) must be filed with the Superintendent's designee, accompanied by a statement from the attending physician or authorized practitioner stating the nature of the disability from performing work and recommending that a leave of absence be granted. A professional staff member shall have the option of utilizing sick leave days until such days are exhausted or being placed on medical leave of absence without pay.
- b. This leave of absence will be approved on a school year basis and may be renewed, but in no event will extend for more than two (2) school years. Any request for extension of leave for personal illness will be accompanied by a physician's statement as described in a. above.
- c. If granted a leave of absence for personal illness based on a physician's statement, a medical release authorized by a physician shall be considered one of the conditions for returning to active duty.

- d. Nothing in this Section will be construed to preclude a professional staff member's returning to active employment from medical leave status during a current contract, upon the authorization of the attending physician or authorized practitioner.

2. Leave of Absence for Adopting a Child

- a. A leave of absence without pay for the adoption of a child will be granted after one (1) complete year of service in the Dayton Public School System or after a contract has been granted for a second year of service.
- b. The adoptive parent must notify the Principal and the Superintendent's designee as soon as the date of adoption has been definitely determined. The request for such leave must be accompanied by a statement from the agency through which the adoption has been arranged recommending that the leave of absence be granted for the welfare of the child being adopted.
- c. Such leave of absence may be granted for a maximum of four (4) consecutive semesters, including that portion of the semester in which the adoption may take place.

3. Military Leave of Absence

- a. In accordance with the provision of 3319.14, Revised Code of Ohio, military leave of absence will be granted to any regular contract professional staff member who is drafted or recalled to active duty with any branch of the Armed Services of the United States.
- b. A professional staff member returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.
- c. Voluntary re-enlistment immediately terminates military leave granted by the BOARD.

4. Leave of Absence for Service in Special Governmental Assignments (or to accompany current spouse on such assignments)

- a. A leave of absence for service in special governmental assignments will be granted after two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service.
- b. Such leave will be granted for such purposes as service in the Peace Corps or Action Corps, exchange teaching abroad under federal auspices, overseas teaching of dependents of military personnel, or other such

assignments as deemed of special value to the government or to the school system and will be granted at the discretion of the Superintendent.

- c. Up to two (2) years credit on the salary schedule will be granted to the employee on leave of absence for service in special governmental assignment, as determined by the Superintendent.
- d. A leave of absence to accompany a current spouse on specified governmental assignments will be granted after completion of two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service. No credit on the salary schedule will be granted to a spouse granted leave under this paragraph.
- e. In cases in which military or governmental service requires special absence from the school district of considerable duration, a leave of absence for more than two (2) years will be granted at the discretion of the Superintendent.

5. Leave of Absence for Professional Study

- a. A leave of absence for professional study will be granted after completion of two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service.
- b. Leave for professional study will be granted only in units of full semesters or full years. Such leave is not to exceed two (2) years.
- c. The leave will be granted only for full-time graduate study and earned credits will be filed upon return to the Dayton System. For purposes of this leave, full-time study will be considered a minimum of 12 quarter hours/quarter or 8 semester hours/semester.

6. Emergency Leave of Absence

- a. Emergency leave will be granted because of serious illness in the immediate family for a period not to exceed two (2) years to any professional staff member who has completed two (2) years of service with the Dayton City Schools and may be granted, at the discretion of the Superintendent, upon submission of justifiable reason, to professional staff members who have completed one (1) semester with the Dayton City Schools.

7. Leave of Absence for Professional Improvement Through Travel

- a. A leave of absence for professional improvement through travel will be granted to a professional staff member holding a continuing contract, or who has met the requirements for continuing contract status.
- b. The written request for such leave of absence must include an itinerary and an outline relating it to professional growth.
- c. Such leave will be for one (1) school year, but no longer than a school year.

8. Political Leave of Absence

- a. A professional staff member has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition.
- b. A leave of absence without pay in order to run for, or serve in, public office will be granted. Such leave of absence shall be for a period of time not to exceed two (2) school years.

9. Leave of Absence for National and State Officers of ASSOCIATION

- a. Upon request of the ASSOCIATION, a professional staff member elected to a state or national office of an affiliated professional organization will be granted a leave of absence not to exceed two (2) years.

19.12 Leave of Absence for Professional Improvement (Sabbatical Leave)

A. Any professional staff member who has completed five (5) consecutive years as a member of the professional staff of the Dayton Public Schools may be granted a leave of absence with pay for professional improvement for one (1) full semester or two (2) full semesters, but not longer than one (1) school year; provided, however such pay will be a partial annual salary and will not be in excess of the difference between the substitute's pay and the professional staff member's salary in accordance with 3319.131 of the Ohio Revised Code.

B. Application for sabbatical leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant will be notified by the ADMINISTRATION of the disposition within thirty (30) days of receipt of the request. The application for such leave of absence must be accompanied by an outline of the program of study or research to be pursued or the proposals for professional improvement.

1. Applications will be made to the Superintendent. The applicant will submit plans for the use of the sabbatical leave and will meet all other requirements as established by a Sabbatical Leave

Committee. This committee shall ask the applicant's supervisor and/or Principal to react to the proposed plan of study.

2. The ASSOCIATION shall appoint three (3) members of the professional staff to serve with three (3) administrators on a Sabbatical Leave Committee responsible for making recommendations to the Superintendent regarding sabbatical leave requests.
3. The decision of the Superintendent regarding the granting of sabbatical leaves shall be final.

C. It is intended that study and other proposals for professional improvement will include a full-time graduate load and will lead to the completion of a degree in the member's field or area of professional service, if such degree, either undergraduate or graduate, is not already held. For purposes of this leave, full-time graduate load will be considered a minimum of 12 quarter hours/quarter or 8 semester hours/semester.

D. Application for leave for travel must outline in detail the scope and nature of the travel, make provision for an itinerary covering a minimum of four (4) months or eight (8) months, show clearly how such travel will contribute directly to improve classroom instruction or to improve professional services by the professional staff member, and give reasons why such travel may not be accomplished when schools are not in session or when the professional staff member is not on duty.

E. Sabbatical leave for professional improvement will not be granted to any professional staff member more often than once for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave.

F. Upon returning from leave, a professional staff member's salary and fringe benefits will be the same as the professional staff member would have received had the period of the leave been spent in the Dayton Public School System, and the professional staff member will be returned to a position equivalent to that held at the time said leave commenced, as determined by the Superintendent.

G. All professional staff members will, as a condition of approval for leave of absence for professional growth, sign a written notarized agreement to return to service in the Dayton Public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the BOARD all of the pay received from the BOARD, during the period of leave.

H. The refund requirement will not apply in case of death of the professional staff member while on leave; in cases of illness or injury, the obligation will be deferred until the professional staff member can resume employment. Refund of pay received on leave may also be required if the professional staff member fails to complete satisfactorily the program of professional improvement. Obligations arising under this agreement will be deferred if the professional staff member is granted a leave of absence under other provisions of these rules

and regulations immediately following a leave of absence for professional improvement, or if other types of leaves are granted prior to the completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

19.13 Duration and Return from Leave of Absence (with or without pay)

A. Return from leave of absence without pay status prior to the stipulated expiration date may be allowed at the discretion of the Superintendent whenever the need for such leave no longer exists and when a suitable vacancy is available.

B. Return from leave of absence prior to the stipulated expiration date shall be required whenever the need for such leave of absence no longer exists. This provision may be waived at the discretion of the Superintendent of his/her designee.

C. A professional staff member on leave of absence which expires during the school year will be returned to service after the expiration date when a suitable vacancy is available.

D. Requests for such leaves must be submitted in writing. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave. A person returning from leave of absence without pay will be placed on the salary step held prior to the leave, unless otherwise stated in this CONTRACT.

ARTICLE TWENTY - ASSAULT LEAVE

20.01 Any professional staff member absent from regular duties because of a physical disability resulting from an assault on the professional staff member which occurs in the course of BOARD employment shall be entitled to a leave of absence under the following conditions:

A. The maximum number of days for which assault leave shall be payable to any professional staff member shall be forty-five (45) days.

B. The professional staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.

C. The professional staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

D. The professional staff member must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s). In the event the professional staff member requires representation by an attorney in the criminal prosecution of the assailant(s), the BOARD will provide the professional staff member with an attorney selected by and paid by the BOARD to represent such professional staff member in such matter. If other

legal representation is required by the professional staff member, such may be provided by the BOARD as approved in advance by the Superintendent of Schools.

E. The professional staff member shall be required to file for Workers' Compensation.

F. It is the intent of this ARTICLE to provide for assault leave for professional staff members who do not physically initiate the assault on their person. In case of a dispute as to whether or not a professional staff member has physically initiated an assault and it is determined through either administrative hearing or court action that the professional staff member did initiate the assault, the professional staff member shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the professional staff member.

20.02 Assault leave shall not be chargeable against sick leave.

20.03 In the event the professional staff member is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the BOARD as assault leave shall be the difference between the Workers' Compensation benefits paid and the professional staff member's regular compensation. This shall be accomplished either by the professional staff member's receiving his/her regular compensation from the BOARD and executing the necessary form so that such Worker's Compensation is paid directly to the BOARD, or by the professional staff member's following the procedure set forth in Section 19.06 A.

20.04 Falsification of any statement by a professional staff member to secure paid leave under this ARTICLE shall constitute cause for termination of the professional staff member's contract pursuant to Section 3319.16 of the Revised Code of Ohio.

ARTICLE TWENTY-ONE - PROFESSIONAL PERSONNEL RECORDS

21.01 The State Department of Education requests that certain personnel records be kept up-to-date and on file for reference at all times. All personnel records will be filed in the office designated by the Superintendent on a current basis. These personnel records may include:

- A. Application for employment, including references.
- B. Copy of latest contract, properly signed.
- C. Copy of latest salary notice.
- D. Health certificate card.
- E. Health history card.
- F. Ohio teaching certificate.
- G. Personal record card.
- H. Personal and professional data form.
- I. Transcript of college credits showing the official record of the degree granted, original or certified copy.
- J. Record of military service.
- K. Record of tuberculosis test or X-ray.
- L. Other documentation which has been properly placed in the file.

21.02 A professional staff member shall be notified of the intent of the ADMINISTRATION to place any material in his/her personnel file (including personnel files maintained by any Building Principal) and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. Such opportunity shall be provided at least thirty (30) school days before such material is placed in the personnel file. The professional staff member shall have the opportunity to acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. If the professional staff member fails or refuses to sign, such failure or refusal shall be noted on the material and it may be filed. Signature of a professional staff member shall not indicate agreement with the content of the material, but indicates only that material has been inspected by the professional staff member. The professional staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the Building Principal, who shall affix his/her signature thereto, acknowledging that the Building Principal has read the reply. Such signature shall not indicate agreement by the Principal with the content of the reply.

21.03 Professional staff members shall be informed of any complaint by a parent and/or student which is directed against them if such will become a matter of record. The provisions of Section 21.02 shall be applicable to such complaints.

21.04 Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

21.05 A professional staff member shall be entitled to a copy, at the professional staff member's expense, of any material in his/her personnel file.

21.06 A professional staff member may periodically review his/her personnel file including personnel files maintained by Building Principals. A third party selected by the professional staff member at the option of the professional staff member may be present during such review. A representative of the ADMINISTRATION, at the option of the ADMINISTRATION, may also be present during such review.

21.07 At no time nor under any circumstances will the confidential files of any professional staff member be opened to the public.

21.08 Material once placed in a personnel file maintained by a Building Principal may be removed from such file by the mutual agreement of the professional staff member and the Building Principal. Material once placed in the personnel files maintained by the Central ADMINISTRATION may be removed from such file by the mutual agreement of the professional staff member and the Superintendent or his/her designee. Material once placed in any personnel file will also be removed if either a grievance contending that it was placed in the file without following the procedures of Section 21.02 is sustained or a grievance contending that it is false is sustained.

ARTICLE TWENTY-TWO - PROFESSIONAL STAFF MEMBER CONTRACT

22.01 The professional staff member contract and/or salary notice will be issued to the professional staff member no later than May 15.

22.02 The contract issued each professional staff member will, among other items, contain the following:

- A. Name of professional staff member.
- B. Type of contract (continuing or limited).
- C. Employee identification number.
- D. Base salary (annual and bi-weekly for number of pay periods).
- E. Salary classification.
- F. CONTRACT notations.
- G. School year.

22.03 The annual notice of salary issued each professional staff member on a continuing contract will, among other items, contain the following:

- A. Name of professional staff member.
- B. Employee identification number.
- C. Base salary (annual and bi-weekly for number of pay periods).
- D. Salary classification.
- E. School year.

22.04 Except in the case of an emergency which requires immediate action by the Superintendent to fill a supplemental duty position, all supplemental contracts will be issued prior to the date the professional staff members will be expected to begin their supplemental duties. Supplemental contracts issued to professional staff members will contain the following items:

- A. Name of professional staff member.
- B. Employee identification number.
- C. Details concerning extra duty assignment covered by such contract -- school, specific assignment, and period of assignment.
- D. Compensation and basis for compensation.
- E. School year.

22.05 When a supplemental contract position is declared vacant, such vacancy shall be posted for a minimum of 10 work days prior to the position being filled. Consideration for filling supplemental contract positions shall be given in the following manner:

- A. Qualified professional staff members in the District.
- B. Qualified professional staff members outside the District.
- C. Qualified non-certificated individuals.

ARTICLE TWENTY-THREE - EMPLOYMENT, ASSIGNMENTS,
REASSIGNMENTS, AND PROMOTIONS

23.01 The ASSOCIATION recognizes the statutory power of the BOARD to employ and the SUPERINTENDENT to assign teachers. The ASSOCIATION also recognizes the implications of desegregation and the values of an integrated school system; therefore, the ASSOCIATION encourages compliance with and supports affirmative action in this regard. The ADMINISTRATION'S effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that the ADMINISTRATION is able to match applicants to positions requiring the abilities

and characteristics possessed by these applicants, only then will the ADMINISTRATION, and thus the schools, be functioning most effectively.

23.02 The variables to be weighed in considering transfer requests include, but are not limited to, specific professional competencies, experience, co-curricular preferences, racial balance, and seniority. Of these, seniority will be the most important consideration.

23.03 "Seniority" as used in this CONTRACT will mean the number of continuous years of service commencing with the latest date of employment except as set forth herein. "Building Seniority" as used in this CONTRACT will mean the number of continuous years of service commencing with the latest date of placement within a particular building; provided, however, a professional staff member shall not have the right to exercise building seniority within a building until the professional staff member has been assigned to the building through a school year. Service rendered beyond the normal work year of the professional staff member will not be counted toward seniority. If the dates of professional staff member's employment coincide, the lower employee number shall represent the professional staff member holding the higher seniority. Approved leaves of absence will not be considered a break in seniority. Professional staff members non-renewed due to a staff reduction will not be considered to break seniority and will be credited with a year of seniority, if such professional staff members are returned to active working status and complete at least 120 days of teaching under contract or in a non-casual substitute status teaching during a school year.

If professional staff members non-renewed due to a staff reduction are not returned during the succeeding school year, the staff member returning after that time but no later than twenty-four (24) months following the staff member's last day of work will retain their previous seniority but will not accumulate seniority during the time they were not on active working status under contract or as a substitute teacher.

23.04 Transfer

A. No new professional staff member will be employed and placed in a specific position assignment until all transfer requests have been reviewed and considered by the office designated by the Superintendent.

B. In the event a professional staff member is transferred into a building under the provisions of this Article and it later develops during the school year in which the transfer has been effected that a transfer from such building is necessary, the professional staff member who was transferred into the building shall not have the right to exercise system seniority against other professional staff members assigned to the building.

23.05 Voluntary Professional Staff Member Transfer

A. Professional staff members who, for various reasons, wish to transfer to another building will be eligible to request and be considered for such move after completing and date-signing the necessary forms. The professional staff member applying for transfer will receive a written acknowledgment of receipt of the request from the office designated by the Superintendent.

B. A professional staff member requesting a transfer to another building will not be limited to a maximum number of applications, but the offer and acceptance of a position will automatically eliminate the professional staff member from further consideration for the current school year, unless there is a mutual agreement between the professional staff member and the ADMINISTRATION to reconsider the assignment. Requests for transfer applications will be kept until the beginning of the following school year. A professional staff member may revoke the request for transfer at any time.

C. Professional staff members requesting a change of grade level or teaching subject area assignment, in accordance with their certification, shall submit a request in writing to their Building Principal. The Building Principal shall respond in writing regarding the request.

23.06 Involuntary Transfer (Principal and ADMINISTRATION Initiated)

Involuntary transfer refers to Principal/ADMINISTRATION initiated transfer which has not been approved by the professional staff member. To the extent possible, professional staff members subject to involuntary transfer will have an opportunity to interview for available assignments for which they may be qualified. A professional staff member to be involuntarily transferred under this Article will be given at least three (3) work days' notice before the transfer is to become effective.

A. Involuntary Transfer Due to Cause.

1. If a transfer of a professional staff member due to cause is to be made during the course of the school year (except in the case of an emergency which requires immediate action, as determined by the ADMINISTRATION), the concerned professional staff member will be notified in writing thirty (30) days prior to the anticipated date of transfer. The Principal/ADMINISTRATION will identify the problem and discuss such problem with the professional staff member involved.

2. At such a conference between the professional staff member and the Principal/ADMINISTRATION, suggestions and recommendations for constructive steps to resolve the problem will be put into writing.

3. Within four (4) weeks after problem identification, a second conference between the professional staff member and the Principal/ADMINISTRATION will be held for purposes of reappraising the situation. Additional conferences may be held, if necessary.

4. If progress towards resolving the problem is unsatisfactory and it is deemed by the Principal/ADMINISTRATION to transfer the professional staff member, the professional staff member may request the reason for the transfer in writing.

B. Involuntary Transfer Due to Pupil Enrollment and/or Staff Realignment During the School Year.

1. During the first four (4) weeks of the school year and again during the first (3) weeks of the second semester, the ADMINISTRATION may

involuntarily transfer professional staff members as dictated by pupil enrollment conditions.

2. In determining which individual professional staff member is to be involuntarily transferred, the ADMINISTRATION shall consider the following: (a) racial balance (b) system seniority, (c) building seniority, and (d) areas of certification. Department or division seniority may also be considered.

23.07 Change in Assignment

Professional staff members assigned by the Principal/ADMINISTRATION to a change of grade level or teaching subject area assignment, in accordance with their certification, within a building may request a conference to discuss the assignment and, if it is finally decided by the Principal/ADMINISTRATION that such assignment shall be made, the professional staff member may request the reason in writing. It will be the responsibility of the ADMINISTRATION to provide orientation when changes of assignment occur.

23.08 Reduction in Teaching Staff

A. When, in the judgment of the BOARD, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence or by reason of suspension of school, or territorial changes affecting the District, the BOARD may make a reasonable reduction. In making such reduction, the BOARD will proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who will, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, will have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. (ORC 3319.17)

After giving recall rights to eligible teachers with continuing contract status, teachers whose limited contracts have been suspended because of a reduction in force shall have right to recall as follows:

1. Recall rights shall be limited to twenty-four (24) months and commence on the day following the employee's last day of work.
2. Teachers whose limited contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area of certification. Such teachers must notify the District of any changes in their area of certification.
3. Any teacher with recall rights who is notified of recall to a position may turn down the first offered position, allowing the BOARD to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If a teacher refuses recall to the second offered position, said teacher's name shall be moved to the bottom of the recall list.

4. Teachers on recall status shall have the responsibility for keeping the Employee Relations Department informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Employee Relations Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turndown" of offer.

B. The BOARD shall notify the ASSOCIATION of anticipated staff reductions and the approximate number of professional staff members affected at least sixty (60) days prior to such reduction. At least two (2) days prior to the mailing of notices to professional staff members affected by a staff reduction, the BOARD will advise the ASSOCIATION that such notices will be sent and will advise the ASSOCIATION of the number of professional staff members to receive such notification.

C. All professional staff members who are involved in a staff reduction process will be notified by April 30th of the school year. The notice will include the reason for the reduction.

D. Professional staff members involved in a staff reduction who assume employment after August 30th, and during the succeeding school year will have no waiting period for resuming insurance coverage.

E. All professional staff members who are involved in a staff reduction process will have all insurance coverage continued through August 30th in accordance with the provisions of ARTICLE FORTY - INSURANCE PROGRAMS.

F. A professional staff member whose contract was non-renewed because of staff reduction will be notified of job vacancies for which he/she is qualified. An interview for said job vacancy will be provided upon the professional staff member's request. Any professional staff member whose contract was non-renewed because of staff reduction will be reemployed and considered for assignment before any new applicant is considered to fill the open position.

23.09 Consideration shall be given in the following order with regard to placements on assignments due to transfer/job openings:

1. Qualified and interested professional staff members whose assignments are phased out.

2. Qualified and interested professional staff members who have requested voluntary transfer.

3. Qualified and interested professional staff members who have been involved in involuntary transfer.

4. Qualified and interested professional staff members whose contracts were not renewed because of staff reduction.

23.10 Promotions

A. Promotional positions are defined as follows: Positions under the control of the Superintendent (as opposed to the BOARD) paying an increased differential and/or positions on the administrative/supervisory level. The ADMINISTRATION shall give consideration to qualified candidates from within its own staff of employees in addition to other qualified candidates when filling vacancies above the professional staff member level.

B. Whenever a vacancy occurs in a promotional position for which professional staff members are qualified and which will involve employment of thirty (30) or more days, the ADMINISTRATION will publicize the position by special bulletins to each school and the ASSOCIATION. These shall occur at least ten (10) days prior to the deadline for applications to be filed. Such bulletins shall include information concerning general responsibilities, qualifications, procedures for obtaining the position, and the deadline for filing the application. Basic criteria to be considered for each position will be indicated on all publicity. To the extent possible, the ADMINISTRATION will publicize such positions prior to the end of the school year.

ARTICLE TWENTY-FOUR - ASSESSMENT OF PROFESSIONAL STAFF MEMBERS AND DOCUMENTATION

24.01 The term "assessment" is used to describe the philosophy, criteria, and procedures by which professional judgments are made regarding each professional staff member's on-the-job performance. The purpose of the assessment process is to bring about professional improvement of the professional staff member's on-the-job performance and should be constructive in approach. Assessment, however, may identify weaknesses in the professional staff member's performance and be used in considering whether the performance of the professional staff member is acceptable.

A. A "formal assessment" is defined as one which conforms to the procedures set forth in this Article and one which is filed with the office designated by the Superintendent. All formal assessments will be done on the Assessment Form developed by the Joint Assessment Committee composed of representatives appointed by the ASSOCIATION and by the ADMINISTRATION separately. Changes in this form will be developed by a similar joint committee.

1. New professional staff members will have an assessment conference with the building administrator by mid-October. All professional staff members scheduled for assessment will be informed as to how and when such assessment shall be conducted.
2. Prior to completing a formal assessment and upon written request of the professional staff member, an objective review will be made of any special conditions that may have influenced the effectiveness of the professional staff member during the period for which the assessment is made. The administrator will make this review in cooperation with the professional staff member.

3. All observations of the professional staff member shall be conducted openly and with the full knowledge of the professional staff member.
4. Each formal assessment of a teaching professional staff member must be preceded by at least two (2) classroom observations of at least thirty (30) consecutive minutes, the final observation being within twenty (20) school days prior to completion of the formal assessment.
5. All observations of a professional staff member prior to a formal assessment must be made by the same administrator(s). An Administrator designated by the Superintendent or a qualified administrator from the same or another building or an administrator from the Central Office may perform a formal assessment.
6. Every classroom observation of a professional staff member must be followed as soon as possible, but within seven (7) school days, by a discussion between the professional staff member and the observer. Assessment must be objective in approach, must include suggestions for improvement, and must be descriptive of specific strengths and/or problems.
7. Any written report of an observation will be submitted to the teaching professional staff member prior to the formal assessment. The professional staff member will have the opportunity to review the assessment report with the ADMINISTRATION. The document will be signed and dated by all concerned. Signature by the professional staff member does not necessarily indicate agreement with the content, but only that the professional staff member has read the report. No additional comments by the assessor may be made after the assessment has been signed by the professional staff member. Adequate time for study of assessor comments will be given to the professional staff member prior to signing. A professional staff member may make a written reply to any assessment; such reply will be attached to the assessment report.
8. The professional staff member's performance in total school activities should also be included in the formal assessment.

B. If any teaching professional staff member wishes to make a positive or negative comment concerning a substitute teacher's performance, forms for this will be provided by the ADMINISTRATION.

C. No substitute teacher will be utilized to evaluate other professional staff members.

24.02 Assessment Schedule

A. Professional staff members new to the System will have a formal assessment each semester during the first year and once during the second year. It is

strongly recommended that each new professional staff member be assessed by the same administrator in a given school year.

B. Non-tenured professional staff members new to a building will have a formal assessment during their initial year.

C. Any professional staff member may initiate a formal assessment for such purposes as self-improvement, upgrading certification, or other employment purposes.

D. A formal assessment may be initiated by the ADMINISTRATION at any time.

24.03 Documentation (See also ARTICLE TWENTY-ONE - PROFESSIONAL PERSONNEL RECORDS.)

A. The purpose of documentation is to make positive and/or negative professional performance a matter of record.

1. Documentation will be read and signed by the professional staff member before being entered in the personnel file. "Personnel file" as used in this CONTRACT, will be defined as any file kept on a professional staff member by the Central ADMINISTRATION or any of its agents or representatives including, but not limited to, Building Principals.
2. Any documentation which may be considered unfavorable and which is intended to be used in the personnel file for disciplinary, administrative reprimand, dismissal or transfer must bear the signature of the party concerned. The professional staff member involved must have had the opportunity to read this documentation and to reply in writing if desired. Such reply will be attached to the documentation.

ARTICLE TWENTY-FIVE - DISMISSAL

25.01 The continuing contract of a professional staff member may be terminated by the BOARD for gross inefficiency or immorality, for willful and persistent violation of reasonable regulations, or for other good and just cause. The procedures the BOARD must follow in terminating a contract of a teaching professional staff member are outlined in the Ohio Revised Code, Section 3319.16.

25.02 Any professional staff member holding a continuing contract who has been notified of intent to dismiss must be informed of his/her right to counsel or ASSOCIATION assistance and representation, if desired. A conference will be held with the professional staff member and his/her representative regarding the ADMINISTRATION's pending action. Any professional staff member who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her own personnel file and such other documentation as may serve as a basis for such dismissal.

25.03 A. When a problem exists which could result in the non-renewal of a professional staff member on limited contract, the professional staff member and his/her representative shall meet with the ADMINISTRATION to discuss the problem.

If at least sixty (60) school days remain from the date of the conference to the date limited contract non-renewal notifications are issued, the professional staff member shall prepare a program of positive steps to be taken to correct the problem and shall submit such program to the ADMINISTRATION. The ADMINISTRATION will suggest to the professional staff member additional action and/or alternatives to be taken and will work with the professional staff member in attempting to correct these deficiencies.

B. A written summary of the conference shall be prepared by the ADMINISTRATION and presented to the professional staff member within five (5) days following the discussion.

C. In the event unusual conditions prevailed on which problem identification had not occurred early enough to allow sufficient time for the previously referred to procedures, the final determination regarding renewal or non-renewal of limited contract status of the professional staff member shall rest with the BOARD.

D. If the decision is made to non-renew the limited contract of a professional staff member, a final conference with the professional staff member will be held in the office designated by the Superintendent no later than mid-April of the current contract year.

25.04 The provisions of this Article shall not be applicable to the non-renewal of contracts of professional staff members on limited contract basis due to pupil reductions, budget limitations, lack of funds, or other similar type situations; the scope of this Article being limited, as it applies to professional staff members on a limited contract, to non-renewal of such contracts which are for cause.

25.05 The provisions of this Article shall also not be applicable to supplemental contracts.

ARTICLE TWENTY-SIX - MEDICAL EXAMINATION

26.01 The BOARD and/or the ADMINISTRATION may require professional staff members to receive a physical or mental examination. If professional staff members are required to receive a physical or mental examination, the professional staff member may:

- A. Request an examination by either the school physician or another physician designated by the school physician at the BOARD's expense, or
- B. Receive an examination by his/her personal physician. All expense for such examination shall be paid by the professional staff member.

A complete report regarding any physical and/or mental examination given pursuant to this Article shall be submitted to the School Physician and/or the professional staff member's physician but shall not be released by either of these physicians to anyone else without the prior approval of the professional staff member, provided nothing in this Section shall preclude a review of this medical report by a physician contacted as a consultant by either the School Physician or the professional staff member's physician; provided, however, this shall not preclude the School Physician from issuing a report to the Superintendent

concerning the matters at issue, which report shall be confidential. The Superintendent may use facts from this report in making conclusions and recommendations concerning personnel actions under consideration or instituted and involving said professional staff members.

26.02 In the event the professional staff member elects to be examined by his/her personal physician, such physician shall, as set forth in Section 26.01, provide the Superintendent with a report setting forth sufficient information so that the Superintendent can determine a course of action. After review of the report from the professional staff member's physician, the BOARD may require the professional staff member to be examined by the School Physician or a physician designated by the School Physician. The expense of such physician shall be paid by the BOARD. In the event there is disagreement between the report submitted by the physician selected by the professional staff member and the School Physician (or the School Physician's designee), the matter shall be submitted to a third physician who shall be selected by the other two physicians. The findings and conclusions of the third physician, after the examination of the professional staff member and consultation with the other two physicians, will decide the matter. The professional staff member and the BOARD shall share equally the fees and expenses of the third physician.

26.03 Opportunity for health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to the professional staff member. If a professional staff member elects to have a private examination or vaccinations, the professional staff member will pay the cost and provide a documented statement of satisfactory completion of the required examination or vaccinations.

ARTICLE TWENTY-SEVEN - GRIEVANCE PROCEDURE

27.01 A "grievance" is defined as any question or controversy between any professional staff member or the ASSOCIATION with the BOARD and/or the ADMINISTRATION concerning the interpretation, application of, compliance with or non-compliance with the provisions of this CONTRACT; provided, however:

A. If specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.

B. Any action by the BOARD or any recommendation of the Superintendent to terminate or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract (See O.R.C. Section 3319.16) with the BOARD, may not be made the subject of a grievance and may not be processed as such.

27.02 Concern Procedure

A. A "concern" is defined as any question or issue between any professional staff member or the ASSOCIATION with the BOARD and/or the ADMINISTRATION concerning any complaint, dispute, problem or other condition which is not a grievance as defined in Section 27.01.

B. The procedures set forth in Section 27.07 shall be applicable to the processing of any concern; provided, however, the provisions of Level Four - Arbitration - shall not be applicable to any concern, and the decision of the Superintendent shall be final with respect to any concern.

27.03 The limits in days under each section shall be counted as calendar days; however, the calendar days during the Winter and Spring breaks shall not be counted in computing the time limits. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual agreement of the parties concerned, expressed in writing. Requests to extend the time limits will not be unreasonably denied.

27.04 If any grievance is not initiated at Level One within thirty (30) days after the professional staff member knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

27.05 Nothing required by this formal grievance or concern procedure shall be construed as limiting the privilege of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate representative of the ADMINISTRATION and having such matter adjusted without intervention and/or consultation of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this CONTRACT. The ASSOCIATION shall be advised of such adjustment at the time it is given.

27.06 The ASSOCIATION shall designate one professional staff member as its representative for processing grievances or concerns in each school building. Any professional staff member may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the normal classroom teaching duties of the professional staff members involved.

27.07 All grievances shall be processed as follows:

A. Informal Procedure

A professional staff member with a grievance should first discuss it with the Principal of the school to which the professional staff member is regularly assigned or, in the case of traveling teachers, in the event the subject matter of the grievance involved events which occurred in a different school, the Principal of the school in which such event occurred, either individually or together with the professional staff member's official ASSOCIATION representative. Dispositions of any grievances at this level shall be without precedent to either the ADMINISTRATION or the ASSOCIATION for any purpose whatsoever.

B. Formal Procedure

1. Level One - Principal

- a. In the event the professional staff member does not desire to utilize the Informal Procedure or in the event the professional staff member is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the Principal within five (5) days after the discussion of the grievance referred to in the Informal Procedure, the professional staff member may file the grievance in writing with the Principal using the prescribed form. The ASSOCIATION representative may and should assist in writing the grievance. Whether the Informal Procedure has or has not been followed, such filing in writing must take place no later than thirty (30) days after the professional staff member knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or conditions and shall state the specific basis for the grievance and the specific section of this CONTRACT at issue.
- b. Within five (5) days after receipt of the grievance, the Principal shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.
- c. In the event the Principal desires he/she may conduct a meeting to investigate the grievance. The meeting may include a supervisor or Principal (or his/her representatives), the aggrieved person, the ASSOCIATION representative, and any other employee of the BOARD. In the event such a meeting is held, within five (5) days following the day of the meeting, the Principal shall render his/her written answer to the grievance.

2. Level Two

- a. In the event that either the professional staff member or the ASSOCIATION is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days from the date of the receipt of the grievance or the holding of the Level One meeting, whichever is applicable, either the professional staff member or the ASSOCIATION may appeal the grievance to the office designated by the Superintendent by filing such appeal in writing, stating the specific basis for the appeal.
- b. A grievance may initially be filed at Level Two in accordance with the provisions of Section 27.09. A representative of the ASSOCIATION may file the grievance

in writing, stating the specific basis for the grievance and the specific section of this CONTRACT violated with the Superintendent's designee. Such filing in writing must take place within the thirty (30) day period set forth in Section 27.04.

- c. The Superintendent or designee shall, within five (5) days of receipt of the Level Two appeal of the grievance, conduct a meeting concerning the grievance. The meeting may include the professional staff member who filed the grievance, an ASSOCIATION representative, the supervisor involved, the Principal, and the Superintendent's designee. Within five (5) days after this meeting, the Superintendent's designee will issue the decision along with the reasons, in writing, as to the disposition of this grievance. A copy will be furnished to the aggrieved person, the ASSOCIATION, the supervisor, and the Principal involved.

3. Level Three - Superintendent

- a. In the event that either the professional staff member or the ASSOCIATION is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days from the date of the receipt of the grievance or the holding of the Level Two meeting, whichever is applicable, either the professional staff member or the ASSOCIATION may appeal the grievance in writing, stating the specific basis for the appeal to the Superintendent.
- b. The Superintendent or his/her designee shall, within five (5) days of receipt of the Level Three appeal, conduct a meeting concerning the grievance. The meeting may include the professional staff member who filed the grievance, an ASSOCIATION representative, the supervisor involved, the Principal, and the Superintendent or the Superintendent's representative. Within five (5) days after this meeting, the Superintendent or his/her designee will issue the decision along with the reasons, in writing, as to the final disposition of the grievance. A copy will be furnished to the aggrieved person, the ASSOCIATION, the supervisor and the Principal involved.

4. Level Four - Arbitration

- a. The ASSOCIATION only shall have the right to appeal any grievance, as defined in Section 27.01 to arbitration. In the event it is claimed by the ADMINISTRATION that any matter filed as a grievance is not a grievance as defined in Section 27.01, such issue, as such, may be appealed

to arbitration, with the arbitrator having only the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute.

- b. Notification of the intent of the ASSOCIATION to appeal a grievance to arbitration must be submitted in writing to the Superintendent within five (5) work days after the written answer was given by the Superintendent under Level Three of the grievance procedure, otherwise the matter shall not be subject to arbitration. Upon receipt of such notification, the Superintendent will request the American Arbitration Association to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the American Arbitration Association. In the event the parties are unable to select an arbitrator from any list provided by the American Arbitration Association, the Association shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected from a list furnished by the American Arbitration Association.
- c. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.
- d. The BOARD and the ASSOCIATION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative.
- e. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the BOARD, the ASSOCIATION, and any professional staff member involved in the matter.
- f. The arbitrator shall not have the power to add to, subtract from, or modify this CONTRACT and shall only have the authority to interpret the provisions of this CONTRACT in light of applicable law as the same relate to the specific grievance appealed to arbitration.

27.08 Right to Representation - During the term of this CONTRACT, no professional staff member may be represented by any teacher organization other than the ASSOCIATION in any grievance or concern initiated pursuant to the provisions of this CONTRACT.

27.09 The ASSOCIATION, as such, shall have the right to file a grievance or concern, if the subject matter involved concerns:

A. An alleged violation of this CONTRACT, as respects rights or privileges granted to the ASSOCIATION, its officers, or its representatives, as such.

B. An alleged violation of this CONTRACT as respects a matter affecting two or more professional staff members.

27.10 The ASSOCIATION as such shall also have the right to file a concern if the subject matter involved affects two (2) or more professional staff members.

27.11 Miscellaneous

A. A grievance or concern may be withdrawn at any level without prejudice or record.

B. Copies of all written answers to grievances and concerns shall be sent to the professional staff member involved, the ASSOCIATION President, and the ASSOCIATION representative.

C. Nothing in this CONTRACT shall require the ASSOCIATION to pursue any grievance or concern at any level or prohibit the ASSOCIATION from exercising discretion in determining whether or not to pursue an alleged grievance or concern.

D. Forms for filing and appealing grievances and concerns will be furnished by the ADMINISTRATION and will be jointly developed by the President of the ASSOCIATION and the Superintendent's designee.

E. If the professional staff member who initiates a grievance is not assigned to a particular school or if the grievance or concern does not involve the administration of a particular school, whenever the term "Principal" appears in this ARTICLE, such term shall refer to the immediate supervisor of the professional staff member who initiated the grievance.

ARTICLE TWENTY-EIGHT - DEPARTMENTALIZATION

28.01 Typical faculty organizations may take the form of departments delineated along the lines of subject matter fields at the secondary level and grade levels in the elementary schools, so that professional staff members are grouped in their respective areas of competency.

28.02 It is not the intent of this ARTICLE, however, to restrict the operational structure of schools to the departmental type of organization. Schools are encouraged to experiment with varied organizational patterns in search of more effective ways of achieving their objectives.

28.03 Where departments are authorized and organized by the Superintendent, Department Chairpersons, shall be appointed by the Principal, with the advice and consent of the department members. The Chairperson shall be considered a member of the teaching faculty and shall have no authority of an administrative nature.

28.04 Provided that no additional staff will be required to be added to the teaching staff of the building (as determined by the Central ADMINISTRATION), a Building Principal has the discretion to adjust the teaching load of a Departmental Chairperson to assist him/her in performing the functions of a Department Chairperson.

28.05 The Department Chairperson may work cooperatively with the professional staff members of the department and ADMINISTRATION to:

- A. Assist in developing curriculum materials.
- B. Hold departmental meetings.
- C. Confer with professional staff members on instructional problems.
- D. Conduct demonstration lessons.
- E. Visit classrooms on request of individual professional staff members.
- F. Assist in the orientation of new professional staff members.
- G. Assume responsibility for intra-departmental communication.
- H. Advise on materials, supplies, and equipment.
- I. Represent the department in program planning and evaluating departmental performance with the ADMINISTRATION.

ARTICLE TWENTY-NINE - JOINT CURRICULUM ADVISORY COMMITTEE

29.01 The ASSOCIATION and the ADMINISTRATION believe the professional staff members, administrators, community people, and students should work together to improve the curriculum for the school system.

29.02 The ASSOCIATION and the ADMINISTRATION will cooperate in keeping curriculum up to date through the following guidelines:

A. A Joint Curriculum Advisory Committee consisting of ten (10) members will be chosen in the following way: the ASSOCIATION will select four (4) professional staff members, the ADMINISTRATION will select four (4) administrators. One (1) community person and one (1) student will be selected by mutual agreement of the ASSOCIATION and the ADMINISTRATION. Guidelines for operation of the committee will be annually determined by the committee. Members of the BOARD may attend ex officio and take part in any meeting if they so desire.

B. The Joint Curriculum Advisory Committee may annually review curriculum development plans and recommend to the Assistant Superintendent of Instructional Services:

- 1. Needed curriculum studies.
- 2. Possible pilot programs.
- 3. Suggested changes in existing programs.

C. The Joint Curriculum Advisory Committee will be responsible for recommending the professional staff members needed to participate on curriculum committees making studies, developing pilot programs, or making program changes.

D. Professional staff member participation in pilot programs will be on a voluntary basis. Professional staff members volunteering to participate in the pilot program will receive adequate training and orientation.

E. A thorough evaluation of the pilot program will be conducted by the professional staff members, supervisors, and Building Principals involved in the program. This evaluation will be submitted in writing to the Joint Curriculum Advisory Committee. (If the program is not endorsed by those professional staff members involved in the pilot, the curriculum change and/or experimental or innovative program will not be incorporated on a system-wide basis without giving consideration to the reasons which gave rise to the failure to endorse.)

F. No new instructional programs will be incorporated on a system-wide basis unless all necessary books, supplementary resources, and teaching materials are provided to all professional staff members who will work with the newly adopted curriculum or program.

G. No new curriculum or programs will be incorporated into the school system until all professional staff members, supervisory support staff, student service advisors, and Building Principals who will be working with the new curriculum have received in-service training and preparation in the use of the curriculum.

H. Programs of in-service for new curriculum programs will be presented to the Joint In-service Committee, with at least two (2) members from the Joint Curriculum Advisory Committee to act as resource persons for the Joint In-service Committee (one professional staff member and one administrator).

I. The Joint Curriculum Advisory Committee will recommend to the Superintendent or his/her designee needed evaluation and changes in existing programs.

ARTICLE THIRTY - JOINT IN-SERVICE COMMITTEE

30.01 The Joint In-service Committee will provide clarity of purpose, promote maximum participation, provide personal involvement, and assist in establishing professional accountability for all involved in the educational process.

30.02 The ASSOCIATION and the ADMINISTRATION may establish a joint committee consisting of nine (9) members, five (5) professional staff members to be selected by the ASSOCIATION, and four (4) administrators to be selected by the ADMINISTRATION. Members of the BOARD may attend ex officio and take part in any meeting if they so desire.

30.03 The committee, if established, will be appointed in March for a minimum two-year period and begin its work no later than the first of April.

30.04 The responsibilities of the committee shall be advisory to the ADMINISTRATION and shall be:

A. To review guidelines for development, implementation, and evaluation of all in-service programs and to communicate these guidelines to all who are

charged with responsibility for development and implementation of in-service programs.

B. To examine the existing in-service system and recommend changes to be made.

C. To lead in promoting and coordinating in-service programs, including, but not limited to, WOEa conference day.

D. To review a calendar of all in-service programs.

1. Each in-service will be evaluated by the participants and results of such evaluation will be sent to the joint committee.

2. To publish or furnish, upon request, results of evaluations.

E. To deliver to the succeeding committee, by April, a report of work accomplished and a copy of all plans and arrangements for which the committee is directly responsible.

F. To solicit input from all professional staff members and recommend needed in-service programs to the appropriate budget director prior to December 1.

G. To designate and authorize subcommittees to implement in-service programs to meet special needs.

1. The Joint In-service Committee shall establish guidelines for special needs committees and oversee the implementation of these guidelines by the subcommittees.

2. The subcommittees shall report regularly, either verbally or in writing, to the Joint In-service Committee.

30.05 In-service programs initiated by the ADMINISTRATION will be submitted for review at least one month in advance to the Joint In-service Committee, which will then review the program for purposes of acceptance or making recommendations for improvement.

30.06 All required attendance in-service education programs conducted after regular school hours must be mutually agreed to by the ASSOCIATION and the ADMINISTRATION.

30.07 The President of the ASSOCIATION and the Superintendent will agree upon a professional staff member to serve as WOEa Day Coordinator. The Superintendent will make the appointment, and the Coordinator will be compensated at the rate of 5% of Service Step 1, Bachelor's Degree, of the Salary Schedule.

ARTICLE THIRTY-ONE - HUMAN RELATIONS

31.01 Recognizing the importance of effective communication and relationship between the professional staff member, students, parents, and the total Dayton community, the ASSOCIATION and ADMINISTRATION may establish a Human Relations Committee. This committee will be composed of representatives from all "levels"

of the educational community. The ASSOCIATION shall have the right to designate its representatives on this committee, the number of which shall be equal to the number of administrators designated by the ADMINISTRATION. Members of the BOARD may attend ex officio and take part in any meeting if they so desire.

31.02 The committee will explore avenues to the accomplishment of the following goals:

A. The strengthening of human and educational bonds between the professional staff, all other staff, parents, and the total Dayton community.

B. The assurance of equal treatment and educational opportunities for all students of the Dayton Public School System.

C. The eroding of attitudes, ideas and actions designed to jeopardize or destroy equal opportunity.

D. The establishment and continuance of a spirit of cooperativeness along and through the educational spectrum from the BOARD to students who benefit and will carry on this spirit throughout the community and life.

E. Further committee responsibilities, specific goals and objectives will be prescribed by the committee.

ARTICLE THIRTY-TWO - SUMMER, NIGHT SCHOOLS AND OTHER SUMMER PROGRAMS

32.01 Professional staff members appointed to the night school, summer school, or other summer programs shall be given a supplemental contract for such extra duty assignments. All appointments will be made from the professional staff member staff of the Dayton Public Schools. Exceptions will be made only if the number of qualified applicants fails to meet the number of required position vacancies or in the case of externally imposed requirements.

32.02 Summer School Assignments

A. A list of openings for summer teaching positions shall be maintained at the office of the Superintendent's designee in a place accessible to professional staff members.

B. Appointments to the summer school program will be based upon the following factors:

1. Racial balance.

2. Seniority within the summer school program.

3. Applicants without seniority in the summer school must have at least one year's experience in the subject area to be taught under a non-supplemental contract in the Dayton Public Schools.

C. Applications for summer school teaching positions may be filed by March 15th in the office designated by the Superintendent.

D. Summer School applicants will, if possible, receive notification by May 7th that:

1. They have been hired, or
2. There is a possibility of appointment, or
3. They are unlikely to be employed.

E. In the case of last-minute changes of enrollment, later notification may be necessary. The number of individuals appointed to the summer school shall be determined by enrollment.

F. Class size limitations shall conform to those in the regular school day program.

G. Summer school teachers shall have access to all audio-visual equipment in the school building and from the central audio-visual division.

H. Summer school teachers shall receive full payment for the July 4th holiday as part of their salary, unless July 4th occurs on a Saturday or a Sunday and the holiday is not observed on another day.

I. When decreased enrollments make it necessary for a summer school staff reduction during the summer school term, such reductions shall: (1) be made on a program-by-program basis, with the reductions occurring in the programs affected by the decreased enrollment; (2) be made based on length of service in summer school and staff balance, which shall be the criteria determining which existing staff members remain in programs affected by the reductions; (3) not grant professional staff members affected by a reduction the right to displace any other professional staff member teaching in any other summer school program, and (4) permit professional staff members who were employed during the prior summer school term, who are not re-employed due to a staff reduction priority for re-employment based upon length of service in summer school and staff balance.

32.03 Night School Assignments

A. As used in this ARTICLE, the term "night school" shall be limited in its scope to those high school academic courses offered for school credit in the High School Division of the Dayton Public Night School. This Section shall have no applicability to the individuals employed or to be employed in the Miscellaneous Classes Division, and all vocational programs offered through or by the Dayton Public Night School.

B. Persons interested in teaching night school should file their applications in the night school office. A person who makes application and does not receive an appointment may request an explanation.

C. An annual list of openings for night school teaching positions in the night school programs covered by this ARTICLE shall be maintained at the night school office in a place accessible to professional staff members.

D. The night school contract shall be on a per hour worked basis.

E. Regular night school teachers shall be notified, when possible, at least one (1) week prior to their appointments.

F. Class size limitations in the night school programs covered by this ARTICLE shall conform to those in regular day school.

G. Night School teachers in the bargaining unit who are employed to help with registration shall be compensated at the regular night school hourly rate for each hour worked.

H. When decreased enrollments make it necessary for a night school staff reduction in the night school programs covered by this ARTICLE during a school year and after class has commenced, such reductions shall be made on a program-by-program basis with the reductions occurring in the programs affected by the decreased enrollment. Length of service in night school and staff balance shall be the criteria determining which of the existing staff members remain in programs affected by the reduction. Professional staff members affected by a reduction shall not have the right to displace any other professional staff member teaching in any other night school program. All professional staff members who were employed in the night school program covered by this CONTRACT, who are not re-employed due to a staff reduction will be given priority for re-employment in night school programs covered by this CONTRACT for which they are qualified.

I. Extended illness shall not be cause for permanent dismissal from night school; provided, however, chronic absence from night school teaching assignments shall be cause for dismissal from night school duties.

J. Night School teachers shall have access to all audio-visual equipment in the school building and from the central audio-visual division.

K. Any night school teacher granted leave of absence from day school will be granted similar leave of absence from his/her night school position.

1. Professional staff members shall be paid for all regular hours of work lost when a night school class is cancelled on a particular work day by order of the Superintendent. This provision is not applicable to cancellation of a class due to enrollment decline or budget limitations or other like situations.

32.04 The term "program-by-program" as used in this ARTICLE shall refer to broad areas of certification, i.e., Social Studies, Language Arts, etc.

32.05 A list of openings for other summer program positions shall be maintained in the office designated by the Superintendent accessible to professional staff members. Professional staff members who desire to be considered for employment in such positions should apply for such openings in accordance with the instructions on the posting. In determining which individual applicants will be recommended for appointment to other summer programs, the Superintendent will consider, among other factors, the following:

1. Racial balance.
2. The qualifications of the applicant.
3. Past service in the summer position sought.

ARTICLE THIRTY-THREE - SCHOOL NURSES

33.01 The BOARD will employ only professional nurses with a minimum basic nursing education in an accredited nursing education institution resulting in an RN and a bachelor's degree. The nurses employed new to the School System will possess or be able to secure a proper nursing license from the Ohio BOARD of Nursing Education and Nurse Registration and be able to secure School Nurse Certification. These items will be maintained on a current basis in the school nurse's personnel records.

33.02 The work day for a professional school nurse will be the same (including one-half hour for lunch break) as the professional staff member's work day in the school assigned.

33.03 The supervisor of nurses will schedule one regular nurses' meeting per month. At the discretion of the supervisor of nurses and as dictated by conditions, additional meetings may be scheduled. Meetings may not extend longer than nurses' regular hours. The supervisor is to distribute a written agenda at least twenty-four (24) hours before the meeting, if possible.

33.04 Assessment of the school nurse will be performed on the same time schedule as the assessment schedule set for teaching professional staff members. The assessment document shall relate to the work of the school nurse.

33.05 Each school building will have such equipment and supplies for the administration of first aid as shall be determined to be necessary by the School Physician.

33.06 It will be the responsibility of the Building Principal after consultation with the nurse, to provide for the following:

- A. A designated clinic area.
- B. A designated area for confidential conversation, which shall be a private room if one is available.
- C. A designated area for supervision of ill children.
- D. Reasonable means of securing confidential medical records.

33.07 If a nurse is on a long-term absence (four weeks or more), the supervisor of nurses will, to the extent possible and practicable, provide coverage for the absent nurse.

33.08 A school nurse will be permitted to utilize the clerical services of the school as approved by the Building Principal.

ARTICLE THIRTY-FOUR - MEDIA CENTERS

34.01 The BOARD will provide an annual operating budget for media centers based on minimum state standards. The School Faculty Council and/or the school librarian

in a high school will be given an opportunity to make recommendations to the School Principal for the school's annual appropriation budget for such media center and the planning for the development of facilities.

34.02 Existing collections may be evaluated by the School Faculty Council and/or the school librarian in a high school for the purpose of making recommendations to the Department of Instructional Services regarding acquisition or changes required to provide for the range of curriculum needs within each individual school building.

34.03 The Building Principal will set the media center schedule in accordance with the individual school's philosophy, the media center's facilities and the staff. Desired changes in the media center schedule after the commencement of the school year will be discussed with the School Faculty Council.

ARTICLE THIRTY-FIVE - DAYTON ADULT TRAINING/EDUCATION CENTER

35.01 Planning time will be built into the regular program day on the basis of one (1) period per day.

35.02 Faculty Meetings will be held on the first Wednesday of every month.

35.03 The Personal Leave Day cutoff will be fifteen (15) days prior to the end of the current funding year.

35.04 Vacation Policy

A. The vacation policy for professional staff members assigned to the Dayton Adult Training/Education Center, who are under contract for twelve (12) calendar months, is as follows:

<u>Calendar Year of Continuous Service</u>	<u>Number of Days Allowed for Vacation Annually</u>
Over nine months, but less than one year	1 day per month of employment
One year	12 days
Two years	13 days
Three years	14 days
Four years	15 days
12 years or more	20 days

(Based on service rendered during the vacation year which is between July 1 and June 30. No vacation of more than twenty (20) consecutive days may be granted for earned vacation without the prior authorization of the Superintendent of Schools upon the recommendation of the appropriate department head.)

B. During any year in which a professional staff member assigned to the Dayton Adult Training/Education Center with less than twelve (12) years of continuous service, has one hundred twenty (120) days of unused sick leave accumulated as of January 1st, such professional staff member shall be entitled to five (5) extra days of vacation.

C. Professional staff members assigned to the Dayton Adult Training/Education Center under contract for a full twelve (12) calendar months shall be required to take their vacation during the summer when regular school is not in session, or, during the Winter and Spring periods when school is not in regular session, provided, however, if the work schedule of a department will be seriously handicapped by limiting the vacation to such periods for all employees, the department head may permit vacations to be taken on a yearly basis. The choice of vacation days shall be governed by the length of employment with the BOARD. The BOARD reserves the right to limit the number of professional staff members who will be permitted to take vacation days off at any given time in order to insure efficient operation. In cases where a conflict occurs between two (2) or more employees and not all can be accommodated, the professional staff member with the greatest length of employment with the BOARD shall have preference.

D. Professional staff members eligible to take vacation days at times other than the Winter and Spring periods when schools are not in session shall, to the fullest extent possible, attempt to take such vacation in minimums of one week at a time and shall advise the Director of the Dayton Adult Training/Education Center thirty (30) days in advance of the date they desire to take such vacation.

E. No vacation allowance may be earned during the period of leave of absence or suspension or at any time the professional staff member is off the active payroll.

F. Any professional staff member assigned to the Dayton Adult Training/Education Center who has worked for the BOARD at least twelve (12) months and who severs his/her employment with the BOARD shall be paid for the number of earned vacation days.

G. Regular part-time professional staff members assigned to the Dayton Adult Training/Education Center, who are under contract on a twelve (12) month basis, shall be entitled to earn vacations based on the schedule listed for full-time twelve (12) month employees as set forth.

ARTICLE THIRTY-SIX - COUNSELORS

36.01 The school counselor shall be directly responsible to the Building Principal or his/her designated representative, while under the professional supervision of the Superintendent's designee.

36.02 It will be the responsibility of the Building Principal and the Building Counselors to implement the "Essential Minimum Goals" as established by the Superintendent's designee, and to establish additional goals important or unique to a particular building.

36.03 To provide needed services to students, staff and community, a counselor will be:

A. A professional educator with a graduate degree and certification as a school counselor by the State of Ohio.

B. Available during the school day without permanently assigned duties unrelated to guidance activities. Nothing in this ARTICLE will prohibit counselors

from assisting with regular duties which are rotated among all professional staff members assigned to the building.

C. Provided an office area conducive to effective counseling within the limitations of the building, as determined by the Building Principal.

D. Provided, where possible, the secretarial services which make it possible to meet the requirements set forth in the Secondary Curriculum Handbook and the School Counseling and Guidance Services Division's "Role of the Counselor".

ARTICLE THIRTY-SEVEN - TUTORS FOR LEARNING DISABLED STUDENTS

37.01 The ADMINISTRATION will work with the tutors for learning disabled students to provide a quiet, uninterrupted place to work with students.

37.02 Tutors will normally instruct each assigned student for one-half (1/2) hour per day. However, if a tutor carries a caseload of less than five (5) hours per day, an assigned learning disabled student may be instructed for no more than one (1) hour per day provided the need for such additional time is established, student time is available and the extended instruction is approved by the designated ADMINISTRATION.

37.03 In order to establish equity with the other professional staff members in relation to time, responsibility and duties, the following pay practices will be followed for tutors:

A. If a student(s) is absent from a scheduled instructional session for any reason other than disenrollment or expulsion:

1. A tutor with one (1) to five (5) students assigned will be paid for one-half (1/2) hour planning time; provided the minimum assigned time is one (1) hours per day.
2. A tutor with six (6) to ten (10) students assigned will be paid for one (1) hour planning time; provided the minimum assigned time is three (3) hours or more per day.
3. The tutor shall report student contact time on appropriate forms provided by the ADMINISTRATION.

B. Tutors will be paid for required in-service programs at the rate authorized for other professional staff members for specific programs. Attendance at a before school year orientation session and a closing school session will be expected of all tutors as part of their acceptance of the tutoring responsibility without additional compensation.

C. Tutors will be paid for scheduled holidays and recess periods as recognized by the school calendar with the beginning of the third week of assigned instruction at the rate determined by the average daily hours assigned for the preceding two-week pay period prior to the holiday.

D. Tutors will be paid for the Personal Leave Day negotiated for other professional staff members at the rate determined by the average daily hours assigned for a two-week pay period prior to the Personal Leave Day.

37.04 Tutors will be paid an additional two (2) hours per pupil per semester for I.E.P. writing and additional testing if necessary up to a maximum of ten (10) hours per semester per tutor. EXAMPLE: If a tutor has only three (3) students, the maximum would be an additional six (6) hours per semester.

37.05 If a L.D. tutor is not notified by the close of the previous school day of the cancellation of a scheduled work hour, such L.D. tutor who reports to his/her assignment will receive his/her normal compensation for a cancelled assignment.

ARTICLE THIRTY-EIGHT - TEACHERS FOR HOME AND HOSPITALIZED STUDENTS

38.01 The ADMINISTRATION will work with teachers of home and hospitalized students and their parents to provide a quiet uninterrupted place to work with students.

38.02 Teachers will normally instruct each assigned student for ten (10) hours per two-week period, as determined by the designated administrator. Make-up hours may be authorized by the designated administrator for students unable to receive the scheduled instruction, such hours to be made up within the calendar year of regular instruction.

38.03 In order to establish equity with other professional staff members in relation to time, responsibility and duties, the following pay practices will be followed for teachers of home and hospitalized students:

A. Make-up hours will be authorized as outlined in Section 38.02 above.

B. Teachers will be paid for required in-service programs at the rate authorized for other professional staff members for specific programs. Attendance at a before school year orientation session and a closing school year session will be expected of all teachers as a part of their acceptance of the instructional responsibility without additional compensation.

C. Teachers will be paid for scheduled holidays and recess periods as recognized by the school calendar beginning with the third week of assigned instruction at the rate determined by the daily hours assigned for the preceding two-week pay period prior to the holiday.

D. Teachers will be paid for the Personal Leave Day negotiated for other professional staff members at the rate determined by the daily hours assigned for the preceding two-week pay period prior to the Personal Leave Day.

E. Teachers will be paid an additional two (2) hours per pupil per year for IEP writing, up to a maximum of ten (10) hours per year per teacher. Example, if a teacher has only three (3) students, the maximum would be an additional six (6) hours per year.

38.04 If a teacher for home and hospital students is not notified by the close of the previous school day of the cancellation of a scheduled work hour, such teacher for home and hospital students who reports to his/her assignment will receive his/her normal compensation for a cancelled assignment.

ARTICLE THIRTY-NINE - SEVERANCE ALLOWANCE

39.01 Pursuant to Section 124.391 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of a professional staff member.

39.02 Professional Staff Members Eligible for Conversion

Any professional staff member, defined as any professional staff member who:

- A. Has been employed by the Dayton BOARD of Education continuously for a period of at least five (5) years prior to the date of retirement;
- B. Accrues sick leave pursuant to the provision of the Revised Code of Ohio;
- C. Is eligible to receive a retirement pension benefit as a result of employment by the Dayton BOARD of Education pursuant to the provisions of the Revised Code of Ohio; and
- D. Retires from the employ of the Dayton BOARD of Education after the effective date of this CONTRACT.

39.03 Conversion Factor

All sick leave accumulated by the professional staff member, to a maximum of one hundred sixty (160) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this ARTICLE shall be forty (40) days.

39.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the professional staff member at that time. Payment shall be based on the professional staff member's rate of pay at the time of retirement. Such payment shall be made only once to any professional staff member.

39.05 Early Retirement Severance Allowance for 1984-85 School Year

Notwithstanding and in lieu of the provisions of 39.03 above, professional staff members shall be eligible for a severance/early retirement incentive on the following basis. They must meet the criteria set forth in 39.02, be on active working status, submit a letter of notification of retirement on or before April 1, 1985, and retire January 1, 1985 through and including July 1, 1985. The Severance/Early Retirement allowance shall be based on the following formula:

- A. One-third (1/3) of the first 150 accrued and unused sick leave days;
- B. One-fourth (1/4) of the next 80 accrued and unused sick leave days; and
- C. Maximum conversion days not to exceed 70.00 days.

Payment of such severance allowance will be paid upon STRS notification of retirement to the Employer.

ARTICLE FORTY - INSURANCE PROGRAMS

40.01 The following Medical Insurance Program shall be available in accordance with the provisions of this ARTICLE for all full-time professional staff members

covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD. Insurance coverage is not automatic. All required insurance forms or applications must be properly completed and turned in to the Treasurer in order to effect coverage. Appropriate information and application forms will be provided to all new professional staff members at the time of employment:

A. Hospital Expense Insurance for professional staff members and dependents of professional staff members providing one hundred twenty (120) day coverage with hospital charges equivalent to the hospital's semi-private room rate.

B. Surgical Expense Insurance for professional staff members and dependents of professional staff members providing payment for doctors' and surgeons' usual and customary charges for all surgical procedures.

C. Medical Expense Insurance for professional staff members and dependents of professional staff members providing payment for doctors' usual and customary charges for non-surgical treatment up to number of days in hospital.

D. Major Medical Expense Insurance for professional staff members and dependents of professional staff members up to a lifetime maximum of \$250,000 with \$100 deductible each calendar year.

All medical insurance provided pursuant to this CONTRACT shall be in accordance with the "Specifications-Employee Group Insurance" issued by the BOARD in March, 1969, as amended in 1976, to provide for diagnostic service and emergency care coverage effective March 1, 1976, as further amended to provide for the \$250,000 lifetime maximum in major medical insurance, and shall be subject to the conditions set forth in any insurance contract secured by the BOARD pursuant to such specifications.

40.02 The following Life Insurance Program shall be provided without cost to the professional staff members covered by this CONTRACT who make application for such insurance:

A. Life Insurance of \$15,000.

B. Accidental Death and Dismemberment Insurance of \$15,000.

All life insurance provided pursuant to this CONTRACT shall be in accordance with the "Specifications-Life Insurance" issued by the BOARD in September, 1970, differing from such specifications only in terms of the face value of the policy, and shall be subject to the conditions set forth in the insurance contract secured by the BOARD pursuant to such specifications.

40.03 The foregoing Medical and Life Insurance Programs shall be provided without cost to all professional staff members who have made application for such insurance, who are on the active working payroll on the effective date of this CONTRACT, and who are regular, full-time employees of the BOARD who work at least thirty (30) hours per week, and who work at least thirty-six (36) weeks per year, or who have an annual contract with the BOARD.

40.04 The Medical and Life Insurance Programs shall be provided without cost to all professional staff members hired after the effective date of this CONTRACT,

who make application for such insurance and who are full-time professional staff members of the BOARD who work at least thirty (30) hours per week, who work at least thirty-six (36) weeks per year, or who have an annual contract with the BOARD, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month prior to the month coverage is to take effect for such insurance to become effective on the first day of the month following the date of this CONTRACT or the date they complete thirty (30) days of continuous employment, whichever is the later date. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

40.05 The foregoing Medical and Life Insurance Programs shall remain in effect for all full-time professional staff members entitled to coverage without cost, in accordance with the provisions of Sections 40.03, or 40.04, to the professional staff member during any period when such professional staff member is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days (except personal illness leave of absence), leave of absence for personal illness of less than ninety (90) days, or for professional staff members working only during the regular school year and not working during the summer break period, until such professional staff members either resign their employment status or fail to return to active working status at the commencement of the next school year. Professional staff members on non-compensated approved leave of absence or approved medical leave of absence who desire to continue insurance coverages past the period for which the BOARD has agreed to continue such coverage without cost to the professional staff member may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the BOARD until the professional staff member returns to active working status.

40.06 The foregoing Medical and Life Insurance Programs shall be provided on a participating basis only for all regular part-time professional staff members on the active working payroll on the effective date of this CONTRACT, who complete the required applications for such insurance and submit such applications to the Treasurer of the BOARD, or who are covered by such insurance by the BOARD on the effective date of this CONTRACT, and who are regular part-time employees of the BOARD working less than thirty (30) hours per week, provided such employees work at least thirty-six (36) weeks per year or have an annual contract with the BOARD, in accordance with the following schedule:

<u>Number of hours regularly scheduled to work during work week</u>	<u>Portion of total premium cost for insurance to be paid BOARD</u>	<u>Portion of total premium cost for insurance to be paid by professional staff member</u>
At least 10, but less than 15	1/3	2/3
At least 15, but less than 20	1/2	1/2
At least 20, but less than 25	2/3	1/3
At least 25, but less than 30	5/6	1/6

Insurance coverage is not automatic. All required insurance forms or applications must be properly completed and returned to the Treasurer in order to effect coverage.

40.07 The medical and life insurance provided under this ARTICLE shall be provided only on a participating basis for all regular part-time professional staff members hired after the effective date of this CONTRACT, who make application for such insurance, and who are regular part-time employees of the BOARD working less than thirty (30) hours per week, provided such employees work at least thirty six (36) weeks per year or have an annual contract with the BOARD in accordance with the schedule set forth in Section 40.06. Such insurance shall be effective on the first day of the month following the date that they complete thirty (30) days of continuous employment.

40.08 Unless a properly completed application for Hospitalization - Surgical - Major Medical Insurance is filed with the Treasurer's office within thirty (30) days of the date a professional staff member commences employment, coverage will not be available until the next open enrollment period.

40.09 The following Dental Insurance Program shall be available in accordance with the provisions of this Section for all professional staff members covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD. Dental insurance coverage is not automatic. All required insurance forms or applications must be properly completed and turned in to the Treasurer in order to effect coverage. In addition, any premium cost required to be paid by any professional staff member as a condition of coverage must be timely paid by the professional staff member in order to effect coverage. Appropriate information and application forms will be provided all professional staff members.

A. The dental insurance policy shall provide for dental care expenses which are not the result of occupational accident. Covered dental expenses are the reasonable and customary charges for necessary dental treatment as follows:

Type I - Preventative one hundred percent (100%) coverage (dental examination, scaling and cleaning of teeth, dental x-rays, fluoride treatments, space maintainers)

Type II - Basic eighty percent/twenty percent (80%/20%) co-insurance (basic restorative, oral surgery, anesthesia, periodontics, endodontics)

Type III - Major fifty percent/fifty percent (50%/50%) co-insurance (major restorative, gold inlay, crowns, prosthodontics)

Type IV - Orthodontia fifty percent/fifty percent (50%/50%) co-insurance

B. Type II and III benefits are subject to a \$25.00 deductible per person, per year and a calendar year maximum of \$1,500 benefits per person. Type IV benefits are subject to a \$1,000 lifetime maximum per person.

C. All dental insurance coverage provided pursuant to this CONTRACT shall be subject to the conditions set forth in the insurance contract issued by the current carrier.

D. Dental Insurance Programs shall be provided to all professional staff members, who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section, who are regular, full-time employees of the BOARD, who work at least thirty (30) hours per week and who work at least thirty-six (36) weeks per year, or who have an annual contract with the BOARD, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

E. The Dental Insurance Program for the full-time professional staff members described in paragraph D. of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:

1. The BOARD shall be responsible for paying ninety percent (90%) of the premium cost for the coverage elected by the professional staff member (whether such coverage is individual or dependent coverage).

2. Each professional staff member who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the BOARD'S portion of the premium cost for the coverage elected by the professional staff member.

F. Dental insurance coverage shall be provided to all regular part-time professional staff members hired, who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section, who are regular part-time employees of the BOARD working less than thirty (30) hours per week and who work at least thirty-six (36) weeks per year, or who have an annual contract with the BOARD, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month coverage is to take effect. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

G. The Dental Insurance Program for the regular part-time professional staff members described in paragraph F. of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:

1. For professional staff members regularly scheduled to work at least ten (10) but less than fifteen (15) hours during a work week.

The BOARD shall be responsible for paying thirty percent (30%) of the premium cost for the coverage elected by the professional staff member (whether such coverage is individual or dependent coverage).

Each regular part-time professional staff member who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the BOARD'S portion of the premium cost for the coverage elected by the regular part-time professional staff member.

2. For professional staff members regularly scheduled to work at least fifteen (15) but less than twenty (20) hours during a work week.

The BOARD shall be responsible for paying forty-five (45%) of the premium cost for the coverage elected by the professional staff member (whether such coverage is individual or dependent coverage).

Each regular part-time professional staff member who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the BOARD'S portion of the premium cost for the coverage elected by the regular part-time professional staff member.

3. For professional staff members regularly scheduled to work at least twenty (20) but less than twenty-five (25) hours during a work week.

The BOARD shall be responsible for paying sixty percent (60%) of the premium cost for the coverage elected by the professional staff member (whether such coverage is individual or dependent coverage).

Each regular part-time professional staff member who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the BOARD'S portion of the premium cost for the coverage elected by the regular part-time professional staff member.

4. For professional staff members regularly scheduled to work at least twenty-five (25) but less than thirty (30) hours during a work week.

The BOARD shall be responsible for paying seventy-five percent (75%) of the premium cost for the coverage elected by the professional staff member (whether such coverage is individual or dependent coverage).

Each regular part-time professional staff member who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the BOARD'S portion of the premium cost for the coverage elected by the regular part-time professional staff member.

In the implementation of the foregoing the Treasurer shall annually determine the annual premium cost to be payable by each professional staff member and withhold sufficient sums from the compensation payable to such professional staff member during the period such professional staff member receives payroll checks to cover that portion of the premium due from the professional staff member during months when the professional staff member is not receiving payroll checks (e.g. during the summer months when school is not in session).

40.10 The foregoing insurance programs shall be continued for all full-time professional staff members on the same basis as such insurance is provided during the school year during the months of June, July, and August. Professional staff members submitting resignations which take effect at the end of a school year will also have their insurance coverage continued during these months on the same basis as such insurance is provided during the school year provided:

A. Such professional staff member was covered under the insurance during his/her period of employment during the school year.

B. Such professional staff member remains in the employ of the BOARD through the end of the regular school year.

C. Such professional staff member advises the BOARD on or before March 15, or as soon thereafter as is possible of the intention of such professional staff member not to renew his or her contract with the BOARD.

40.11 For purposes of this ARTICLE only, a "regular part-time professional staff member" is a professional staff member employed on a continuous basis by the BOARD, who performs services for which compensation is paid during each week after employment commences or after such professional staff member is placed under contract with the BOARD on a regular basis with the number of hours of service to be performed scheduled on a regular and recurring basis. It is understood that any individual employed by the BOARD excluded from the definition of a professional staff member, pursuant to Section 2.02 of this CONTRACT, and any individual employed by the BOARD on an "on call" basis is not considered a regular part-time employee.

40.12 The BOARD will make arrangements to afford individual professional staff members the option to subscribe to a qualified Health Maintenance Organization Plan or other Group Practice Plan upon written request when they become available, if such plans are approved by the BOARD, in lieu of all medical insurance coverages provided in this ARTICLE, subject to the limitation on BOARD contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the BOARD and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each professional staff member subscribing to a Health Maintenance Organization Plan or other Group Practice Plan under the preceding paragraph, the BOARD will make monthly contributions to such Plan towards the cost of such coverage; provided, however, that the BOARD'S contributions shall not exceed the cost of providing benefits to the professional staff member under this ARTICLE.

40.13 Conversion Privilege

If a professional staff member's life and accident death insurance coverage is terminated, such professional staff member will be entitled to convert to an individual life and accidental death insurance policy without a medical examination, provided application is made within thirty-one (31) days of such termination of coverage.

40.14 A professional staff member who is involuntarily terminated may, at the professional staff member's cost, elect to continue the foregoing medical insurance program, provided such professional staff member meets all of the following criteria:

A. The professional staff member must have been continuously covered under the medical insurance program for a period of three months preceding termination of the professional staff member's employment;

B. At the time of termination of employment, the professional staff member must be entitled to unemployment compensation benefits under Chapter 4141, Ohio Revised Code;

C. The professional staff member is not, and does not become covered by or eligible for coverage by Medicare under Title XVIII of the Social Security Act, as amended; and

D. The professional staff member is not and does not become covered by or eligible for coverage under any other group medical insurance.

40.15 The Employer will notify the professional staff member of the right of continuation, and the amount of the monthly premium required to continue the coverage, at the time the professional staff member is notified of the termination of employment.

40.16 The professional staff member is required to provide to the Treasurer's Office on prescribed forms the election of and payment for continued health insurance fifteen (15) days prior to the date that continued insurance is to take effect. In the event that the professional staff member has not been notified of his/her termination within fifteen (15) days of when the continued health insurance would take effect, the staff member is required to make the election and payment of the continued health insurance within ten (10) days after termination notice has been received. For each month of continued insurance thereafter, the monthly premium and the monthly election report must be received by the Treasurer on or before the 15th of the month prior to the month of coverage. The Treasurer will notify the professional staff member of any changes in the amount of the required monthly premiums during the continuation period.

40.17 A professional staff member's privilege to continue the medical insurance program, and the coverage under any continuation, will last for six months from the date of the involuntary termination from employment, unless any of the following occurs, in which event coverage shall terminate:

A. The professional staff member becomes eligible for Medicare under Title XVIII of the Social Security Act, as amended;

B. The professional staff member becomes eligible for coverage under any other group medical insurance plan;

C. The professional staff member fails to make timely payment of the required contribution, in which event, the coverage shall cease at the end of the period for which contributions were made; or

D. The contract is terminated or the Employer terminates participation under the contract, unless the Employer replaces the coverage by similar coverage under another contract or group insurance arrangement, in which event the professional staff member shall be covered under the replacement coverage for the balance of the period the professional staff member would have remained covered under the terminated coverage if it had not been terminated.

ARTICLE FORTY-ONE - SALARY SCHEDULES FOR CLASSROOM TEACHERS

41.01 A. Effective January 1, 1985, the following Salary Schedules for Classroom Teachers shall be in effect:

Service Step	C Bachelor's Degree	D Bachelor's Degree +18 hours	E Master's Degree	F Master's Degree +30 hours	G Ph.D. Degree
1	\$14,894.40	\$15,159.76	\$16,157.00	\$16,759.41	\$18,081.93
2	15,636.98	15,902.34	17,009.79	17,612.20	18,934.72
3	16,379.56	16,644.92	17,862.58	18,464.99	19,787.51
4	17,122.14	17,387.50	18,715.37	19,317.78	20,640.30
5	17,864.72	18,130.08	19,568.16	20,170.57	21,493.09
6	18,607.30	18,872.66	20,420.95	21,023.36	22,345.88
7	19,349.88	19,615.24	21,273.74	21,876.15	23,198.67
8	20,092.46	20,357.82	22,126.53	22,728.94	24,051.46
9	20,835.04	21,100.40	22,979.32	23,581.73	24,904.25
10	21,577.62	21,842.98	23,832.11	24,434.52	25,757.04
11	22,320.20	22,585.56	24,684.90	25,287.31	26,609.83
12	23,062.78	23,328.14	25,537.69	26,140.10	27,462.62
13	23,805.36	24,070.72	26,390.48	26,992.89	28,315.41
14	24,547.94	24,813.30	27,243.27	27,845.68	29,168.20
15	25,290.52	25,555.88	28,096.06	28,698.47	30,020.99
20	25,890.52	26,155.88	28,696.06	29,298.47	30,620.99
*20	25,990.52	26,255.88	28,796.06	29,398.47	30,720.99

* Effective September 1, 1985

RETROACTIVE PAY - 1985 The seven (7) percent salary increase shall be retroactive to January 1, 1985. This increase shall be paid to all professional staff members who are on active payroll status (at work or on approved paid leave of absence) on any day after January 1, 1985 to the date of ratification. The salary earned from January 1, 1985 to the date of ratification shall be increased by the seven (7) percent agreed upon by the parties to determine the amount of retroactivity. Retroactivity shall not apply to extra-curricular, supplemental contracts and 20th step increments. The parties intend that retroactivity shall be paid no later than 30 days following written mutual agreement of the parties by single check or appropriate tax withholding adjustment.

41.01 B. Effective January 1, 1986, the following Salary Schedules for Classroom Teachers shall be in effect:

Service Step	C Bachelor's Degree	D Bachelor's Degree +18 hours	E Master's Degree	F Master's Degree +30 hours	G Ph.D. Degree
1	\$15,490.18	\$15,766.15	\$16,803.28	\$17,429.79	\$18,805.21
2	16,262.46	16,538.43	17,690.18	18,316.69	19,692.11
3	17,034.75	17,310.72	18,577.08	19,203.59	20,579.01
4	17,807.03	18,083.00	19,463.98	20,090.49	21,465.91
5	18,579.31	18,855.28	20,350.88	20,977.39	22,352.81
6	19,351.60	19,627.57	21,237.79	21,864.30	23,239.72
7	20,123.88	20,399.85	22,124.69	22,751.20	24,126.62
8	20,896.16	21,172.13	23,011.59	23,638.10	25,013.52
9	21,668.44	21,944.41	23,898.49	24,525.00	25,900.42
10	22,440.73	22,716.70	24,785.39	25,411.90	26,787.32
11	23,213.01	23,488.98	25,672.29	26,298.80	27,674.22
12	23,985.29	24,261.26	26,559.19	27,185.70	28,561.12
13	24,757.58	25,033.55	27,446.09	28,072.60	29,448.02
14	25,529.86	25,805.83	28,332.99	28,959.50	30,334.92
15	26,302.14	26,578.11	29,219.89	29,846.40	31,221.82
20	27,002.14	27,278.11	29,919.89	30,546.40	30,921.82

41.01 C. Effective January 1, 1987, the following Salary Schedules for Classroom Teachers shall be in effect:

Service Step	C Bachelor's Degree	D Bachelor's Degree +18 hours	E Master's Degree	F Master's Degree +30 hours	G Ph.D. Degree
1	\$15,799.98	\$16,081.47	\$17,139.35	\$17,778.39	\$19,181.31
2	16,587.71	16,869.20	18,043.99	18,683.03	20,085.95
3	17,375.44	17,656.93	18,948.63	19,587.67	20,990.59
4	18,163.17	18,444.66	19,853.27	20,492.31	21,895.23
5	18,950.90	19,232.39	20,757.91	21,396.95	22,799.87
6	19,738.63	20,020.12	21,662.55	22,301.59	23,704.51
7	20,526.35	20,807.84	22,567.18	23,206.23	24,609.14
8	21,314.08	21,595.57	23,471.82	24,110.87	25,513.78
9	22,101.81	22,383.30	24,376.46	25,015.51	26,418.42
10	22,889.54	23,171.03	25,281.10	25,920.15	27,323.06
11	23,677.27	23,958.76	26,185.74	26,824.78	28,227.70
12	24,465.00	24,746.49	27,090.38	27,729.42	29,132.34
13	25,252.73	25,534.22	27,995.02	28,634.06	30,036.98
14	26,040.46	26,321.95	28,899.66	29,538.70	30,941.62
15	26,828.19	27,109.68	29,804.30	30,443.34	31,846.26
20	27,528.19	27,809.68	30,504.30	31,143.34	32,546.26

Schedules C through G represent the annual salary paid including holidays and vacation within the school year as established by the School Calendar and as paid bi-weekly as set forth in the Schedule of Pay Dates. The per diem compensation of each professional staff member working under the compensation set forth in Schedules C through G shall be one two-hundredth (1/200th) of such professional staff member's annual compensation, as set forth in such Schedule.

Schedule C - Teachers with Bachelor's degree.

Schedule D - Teachers with Bachelor's degree plus 18 graduate semester hours or 27 quarter hours' credit. Graduate credits shall be those earned following conferral of the Bachelor's degree and must be part of a graduate program leading to an advanced degree in Teaching/Education as certified by the University.

Schedule E - Teachers with Master's degree.

Schedule F - Teachers with Master's degree plus 30 graduate semester or 45 quarter hours beyond Master's degree, or an Educational Specialist degree. Graduate credits shall be those earned following conferral of the Master's degree under the following provisions: (1) University confirmation of all courses completed in a graduate program leading to a Doctoral degree; (2) completion of the requirements for the Educational Specialist degree, a second Master's degree, or completion of the requirements for a new certificate beyond those already held.

Schedule G - Teachers with an earned Doctorate in an accepted educational or teaching field.

Personnel employed prior to the effective date of the 1969-70 Master Agreement shall be credited with graduate semester hours earned as applicable under Schedules D and F of that Agreement.

Teachers may advance on the schedule from one degree level to another upon the completion of schedule requirements. In order to so advance a teacher must present satisfactory evidence from the training institution not later than the fifth (5th) day after the commencement of each nine-week grading period, that the necessary degree has already been granted or that all the work required for the degree or Post Master's Certification has been satisfactorily completed.

a. Each step through Service Step 15 represents one (1) year of service as a full-time teacher, or the equivalent thereof, as recognized by the Superintendent's Office. Service Step 20 represents completion of nineteen (19) or more years of service and is payable with the commencement of the twentieth (20th) year of service as a full-time teacher as recognized by the Superintendent's Office. Teachers may advance a step on the schedule only at the beginning of a school year. In order to so advance, a teacher must have been employed in the Dayton Schools at the preceding step on the schedule for at least six (6) consecutive months (twenty-four (24) weeks or one hundred twenty (120) days) within a single school year. These six (6) months may be interpreted to include the sixty (60) consecutive school days spent in the same position by a substitute teacher before his/her placement on the salary schedule at a regular two (2) weeks' rate. A teacher is considered "employed" on all days for which he/she is paid, but not on any days when he/she is absent without pay. Except for the sixty (60) consecutive school days preceding the placement of a substitute teacher on the regular salary schedule, substitute teaching on an hourly basis shall not be considered in placing a teacher on the schedule.

In placing a teacher on the schedule, one year of service credit shall be given for each year of full-time kindergarten teaching (including both morning and afternoon sessions), and one-half (1/2) year of service credit shall be given for each year of half-time kindergarten teaching. Half-time kindergarten teachers, who teach on a regular or annual contract and meet other requirements of the salary schedule, shall receive regular, full increments prorated in proportion to the time actually worked.

b. A teacher entering the Dayton Schools for the first time or re-entering the Dayton Schools after January 1, 1956, shall not be placed above Step 7 on the salary schedule.

1. In entering or re-entering the Dayton Schools prior to March 19, 1985, one hundred twenty (120) days in one teaching position in a given year shall count as a year of experience for placement on the salary schedule. For those who have been substitute teachers in the Dayton Schools, sixty (60) consecutive days, preceding placement on the regular salary schedule, shall count as a part of the one hundred twenty (120) days required for determining a year's teaching experience.

2. For teachers entering the Dayton Schools for the first time on or after March 19, 1985, or re-entering the Dayton Schools on or after March 19, 1985, following a break in seniority, one hundred twenty (120) days of substitute teaching experience in the Dayton Schools in a given year shall count as a year of experience for placement on the salary schedule.

3. Credit for teaching service outside the Dayton Schools shall be given at the discretion of the Superintendent, up to a maximum of six (6) years, but, in no case, shall more than one (1) year of credit be given for a year of service.

c. Credit on the schedule shall be given for a bona fide service in the Armed Forces of the United States, if such service occurred between January 1, 1940, and January 1, 1948, and after June 1, 1950, at the rate of one (1) year for each twelve (12) calendar months of such service, except that, when the total number of months of service is divided by twelve (12), any fraction of two-thirds (2/3rds) or more in the answer, shall receive a full year's credit on the schedule. The granting of such credit is limited by the maximum of six (6) years of credit allowed for service outside the Dayton Schools. However, a teacher re-entering the Dayton Schools shall be credited without such limitation for any compulsory service in the Armed Forces which immediately followed a period of prior service in the Dayton Schools. Re-enlistment for military service after the end of a period of compulsory military assignment, except in the case of active warfare, shall cancel a leave of absence from the Dayton Schools, and shall not be counted for credit on the salary schedule.

Credit on the schedule shall be given for leaves of absence for professional study, if certified college credits for such study are submitted by the teacher and upon submission of satisfactory evidence of compliance with the leave policy, at the rate of one (1) year of service credit for each regular school year of professional study.

d. Teachers employed specifically to teach vocational shop or related subjects in trades or industries and properly certificated for such teaching by the Ohio State Department of Education.

1. One (1) year of approved trade or business experience (approved by the Superintendent's Office) shall be considered equivalent to eighteen (18) semester hours of undergraduate college credit. To be approved for this purpose, the experience must have been in the trade or business to be taught or in the trade to which the subjects to be taught are related.

2. Not more than seven (7) years of trade or business experience shall be counted as equivalent to college credit.

3. A vocational shop teacher, having seven (7) years of approved trade experience (four (4) years of apprenticeship experience and three (3) years of journeyman experience), shall be placed on the Bachelor's degree salary level and may advance to the maximum salary for that level without further training except that required for continuous certification as a vocational teacher.

4. For advancement beyond the Bachelor's degree salary level, actual college credits must be presented in addition to any that have been counted toward the Bachelor's level itself. For this purpose, two (2) semester hours of approved undergraduate college credit shall be considered equivalent to one (1) semester hour of graduate college credit.

5. A vocational shop or related-subject teacher having thirty-six (36) semester hours of approved undergraduate college credit beyond the requirements for attaining the Bachelor's degree salary level, shall be placed on the Bachelor's degree plus eighteen (18) graduate semester hours or equivalent salary level and may advance to the maximum salary for that level.

6. A vocational shop or related-subject teacher having sixty (60) semester hours of approved undergraduate college credit beyond the requirements for attaining the Bachelor's degree salary level, shall be placed on the Master's degree salary level and may advance to the maximum salary for that level.

7. Although not more than seven (7) years of trade or business experience may be counted as equivalent to college training, each year of such experience beyond the number counted as equivalent to college training shall be considered equivalent to one (1) year of successful teaching service for placement on the salary schedule.

8. In giving credit for trade and business experience either as the equivalent of college training or as the equivalent of teaching experience, ten (10) calendar months of trade or business experience shall be considered as one (1) full year of such experience. However, in the case of teachers newly appointed after January 1, 1947, no credit shall be given for any trade or business experience of less than five (5) consecutive months (one-half year).

e. With respect to Schedules for BA + 18 through Ph.D., such credits

and degrees must be in education or in areas offered by the curriculum of the Dayton Public Schools and such credits and degrees must be received from institutions approved, at the time the credits and/or degrees were earned, by the State of Ohio, Department of Education and the North Central ASSOCIATION of Schools.

f. Service Step 20 shall be applicable to teachers who have completed nineteen (19) or more years of service as recognized by the Superintendent's Office and is payable with the commencement of the twentieth (20th) and subsequent years of service as recognized by the Superintendent's Office. Effective with September 1, 1984, teachers on Service Step 20 shall receive bi-weekly pay at the Service Step 15 bi-weekly rate and shall receive the additional \$600 salary (the difference between the salary applicable to Service Step 15 and Service Step 20) in two (2) equal installments of \$300 each payable on the tenth (10th) and twentieth (20th) pay period payroll distribution. Effective September 1, 1985, the annual rate shall be \$700 on Section Step 20 payable in two (2) equal installments of \$350.

41.01 (D) Salary Reopener There will be a two-way salary reopener under this paragraph.

In order to reopen under Article 41.01 (C), 41.02 (A) and 41.03, either party may serve written notice of Intent to Reopen on the other party on or before May 1, 1987. After service of Intent to Reopen, negotiations between the parties shall occur for a period of 60 days beginning May 1, 1987, as may be extended by mutual agreement of both parties. These negotiations are subject to all dispute resolution provisions of Section 4117.14 of the Ohio Revised Code.

The parties shall also negotiate the effective date of changes, if any, in the Salary Schedule as a result of this reopener. Retroactivity shall not be earlier than January 1, 1987.

Increases negotiated under this paragraph shall be paid to all professional staff members who are on active payroll status (at work or on approved paid leave of absence) on any day after January 1, 1987 to the date of ratification. The salary earned from January 1, 1987 to the date of ratification shall be increased by the percent agreed upon by the parties to determine the amount of retroactivity. Retroactivity shall not apply to extra-curricular supplemental contracts and 20th step increments. The parties intend that retroactivity shall be paid no later than 30 days following written mutual agreement of the parties by single check or appropriate tax withholding adjustment.

The BOARD will not exercise its' right to reopen this AGREEMENT to negotiate salary changes unless it is fiscally necessary to do so to avoid a reduction in force of employees.

All other articles of the AGREEMENT shall remain in full force and effect through December 31, 1987.

41.02 A. Effective January 1, 1985, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<u>Steps</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>
1	\$13.17	\$13.33	\$13.49
2	13.33	13.49	13.65
3	13.49	13.65	13.81
4	13.65	13.81	13.97
5	13.81	13.97	14.13

B. Effective January 1, 1986, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<u>Steps</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>
1	\$13.70	\$13.86	\$14.02
2	13.86	14.02	14.18
3	14.02	14.18	14.34
4	14.18	14.34	14.50
5	14.34	14.50	14.66

C. Effective January 1, 1987, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<u>Steps</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>
1	\$13.97	\$14.13	\$14.29
2	14.13	14.29	14.45
3	14.29	14.45	14.61
4	14.45	14.61	14.77
5	14.61	14.77	14.93

41.03 Effective as indicated, the following extra duty compensation plan shall be in effect:

A. Position and Degree (Part-time and Special Assignments)

1. L.D., Home and Hospital Teachers - Teachers who regularly teach handicapped children individually in the home or in hospital are to be paid as follows for each clock hour worked:

	<u>Effective 1/1/85</u>	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
With 4-year College Degree	\$13.70	\$14.25	\$14.53
Without 4-year College Degree	\$13.33	\$13.86	\$14.14

2. Night School Teachers

The rate for teaching in all night school classes at the Dayton Night School shall be payable per hour of actual service. The same rate shall be paid to teachers serving as high school registrars:

	<u>Effective 1/1/85</u>	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
College Degreed teaching credit courses	\$13.70	\$14.25	\$14.53
College Degreed teaching non-credit courses	\$10.69	\$11.12	\$11.34

3. Summer School Teachers

	<u>Effective 1/1/85</u>	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
Elementary (17.5 hours weekly)	\$260.65	\$271.08	\$276.50
High School (20 hours weekly)	\$297.89	\$309.81	\$316.00
H.S. Lab (21.25 hours weekly)	\$316.51	\$329.17	\$335.75

Regular teachers shall be paid at the same rate for the legal holiday, July 4th, unless it falls on a Saturday.

4. Substitute Summer School Teachers - The rate for substitute summer school teachers will be the same as regular summer school teachers.
5. Nurses - School nurses with a baccalaureate or higher degree will be paid for 200 days' employment according to the schedule for regular day school teachers in grades K-12.
6. Counselors - School counselors will be paid according to the schedule for regular school teachers for the following days of employment:

Secondary and intermediate counselors	205 days
Lead secondary	210 days
Secondary voc. counselors -- Patt. Bldg.	240 days

7. Librarians - School librarians (secondary and intermediate) will be employed at the base pay of teachers for 200 days. In addition, they will be employed one week before the teacher's school year and one week after the close of schools at their regular base pay.
8. Resource Teachers - Special resource teachers will be employed for 210 days (one week before, one week after regular school year) at the base rate for teachers plus \$50 bi-weekly.

NOTE: 41.03 (A)(9) et seq. shall become effective at the commencement of the 1985-86 school year.

9. Job Coordinators - Co-op High School - Job coordinators at Patterson Cooperative High School in addition to their appropriate position on the teacher's salary schedule shall be paid \$150.00 per school year. Effective the start of the 1985-86 school year, the rate paid shall be \$175.00 per school year.
10. Travel
 - a. Any employee required in the course of his/her work to drive a personal automobile will be reimbursed at the highest applicable rate allowable by the I.R.S. Any change in the rate will be paid from the effective date of such change as published in the Federal Register; provided, however, that no change in the rate will be retroactively applied.
 - b. Employees shall not be required to use their personal automobiles for the purpose of transporting students on field trips, transporting athletic teams or other business of the Dayton Public Schools.

11. In-Service Training Compensation - Certificated staff attending in-service training workshops on time outside the regular school day will be compensated at the rate of \$5.00 per hour. Effective the start of the 1985-86 school year the rate shall be \$7.50 per hour.

WOEA Coordinator - 5% of B.A. base, effective the start of the 1985-86 school year payable the first payroll date after WOE Day.

12. Curriculum Committees - For BOARD-initiated committees that utilize professional staff member time beyond the regularly accepted work day and are scheduled to meet for two or more meetings, those professional staff members selected to participate shall be compensated at the rate of \$5.00 per hour. Effective the start of the 1985-86 school year the rate shall be \$7.50 per hour.

13. Extra-Curricular Activities

- a. Extra-curricular activities are an important part of the educational program. Responsibility for these activities rests with the entire teaching staff of each school. It is reasonable to expect that an equitable division of the responsibilities in this area should be made. To the extent possible, teacher preferences shall be observed in such assignments.
- b. In view of the extra involvement the following assignments will carry additional pay in the amounts indicated, payable, unless otherwise specified, with the last pay check in each semester:

B. Provisions Applicable to Pay for Extra-Curricular Activities

Additional Compensation

Effective the start of the 1985-86 school year
(figures represent a percent of the BA Degree 1st Step)

(No change of rate paid during school year as a result of changes in teaching staff salary schedule during school year)

Assignment

1. High School Band Director 17.5%* of BA Minimum

Minimum Requirements:

Summer Rehearsals and Band Camp. 50 hours
Rehearsals and Performances during
the school year for 10 football
shows or soccer games. 80 hours
All other special performances,
concerts, competitions, auditions,
basketball-pep band performances, etc. 80 hours

- * To be allotted as a pre-season pay of 4% plus 13.5% in equal amounts during the regular 20-pay contracted period.

High School Assistant to the Band Director 13.5%* of BA Minimum

Minimum Requirements:

Summer Rehearsals and Band Camp. 50 hours
Rehearsals and Performances during
the school year for 10 football
shows or soccer games. 80 hours
All other special performances,
concerts, competitions, auditions,
basketball-pep band performances, etc. 80 hours

- * To be allotted as a pre-season pay of 4% plus 9.5% in equal amounts during the regular 20-pay contracted period.

Note: Guidelines concerning Band Director and Assistant Band Director pay have been approved by a majority of Band Directors. Any changes, deletions, or additions to these guidelines will be approved by a majority of the Band Directors.

2. Vocal Director
Orchestra Director

Concerts, contests, special events; NTE 10,
per event

.35%

3. High School Music-Theater Production

NTE 1 per school year (e.g. Voc. Director;
Drama Director; Orchestra Director; Producer;
Ind. Art Instructor)

11.50%
(to be divided by
participating staff
with concurrence of
the Supervisor of
Music and the
Principal)

4. Play Director (if more than one director
involved in presenting a play, above extra
duty pay should be divided) NTE 2 major
stage productions per school year

4.00%

Note: Guidelines are on file in office of Supervisor of Music, Division of Music Education, Department of Instruction.

5. Newspaper Advisor Not to exceed per school year
or
1/2 the amount per school year
plus staff or journalism period
(optional to teacher; nine or
more issues)

3.30%

6. Yearbook Advisor Not to exceed per school year
or
1/2 the amount per school year
plus staff or journalism period
(optional to teacher; hardback
publication)

3.30%

7. Pep Club Advisor (per year)

1.50%

8. Class Advisor (per year)

Two advisors per class. Each advisor will be paid
the stipulated amount. When there are over two
advisors, only two will be compensated.

Senior: 3.30%
 Junior: 2.60%
 Sophomore: .80%

9. Forensics Sponsor (NTE 8 contests per school year) .34%
10. Cheerleader, Drill Team (NTE 2 sessions per school year) 5.00%
11. Student Council Advisor (per school year) 3.30%
12. Audio-Visual Chairperson (per school year) 2.60%
 or one unassigned period
 (optional to teacher)
13. Subject Area Chairperson (per school year) 3.20%
- 14.^{1/} Head Coach: Football, Basketball

1 ^{2/}	17.00%
2	17.50%
3	18.00%
4	18.50%
5	19.00%
- 15.^{1/} Head Coach: Wrestling

1 ^{2/}	11.00%
2	11.50%
3	12.00%
4	12.50%
5	13.00%
- 16.^{1/} Head Coach: Baseball, Track, Volleyball
 and Soccer

1 ^{2/}	10.00%
2	10.50%
3	11.00%

4	11.50%
5	12.00%

17.1/ Assistant Coaches: Football, Basketball

12/	10.00%
2	10.50%
3	11.00%
4	11.50%
5	12.00%

18.1/ Head Coach: Tennis, Golf, Cross Country

12/	5.00%
2	5.25%
3	5.50%
4	5.75%
5	6.00%

19.1/ Assistant Coach: Baseball, Volleyball, Track, Soccer;
Elementary Head Coach

12/	5.00%
2	5.25%
3	5.50%
4	5.75%
5	6.00%

20. Faculty Managers
(Guidelines are on file in the Division of
Athletics)

25.00%

21. Assistant Faculty Managers
(Guidelines are on file in the Division of
Athletics)

14.00%

Substitute teachers will be provided for coaches
whose teams are competing at Sectional, District,
Regional or State level when absence for the school
day is required.

22.	<u>Intramural Leader</u> (per school year)	3.90%
23.	<u>Intramural Assistant</u> (per school year)	2.00%
24.	<u>Special Education Liaison</u> (per semester)	\$75.00
25.	<u>Career Exploration</u>	
	Chairpersons (per school year)	\$600.00
	Patterson Building (per school year)	\$300.00
	Chair Leaders (per school year)	\$200.00

INTERMEDIATE

26.	<u>School Treasurer</u> (per school year)	7.50%
27.	<u>Cheerleader Advisor</u> (NTE 2 sessions per school year)	2.00%
28.	<u>Ninth Grade Advisor</u>	.80%
29.	<u>Eighth Grade Advisor</u>	.70%
30.	<u>Seventh Grade Advisor</u>	.70%
31.	<u>Newspaper Advisor</u> (per school year)	2.00%
32.	<u>Yearbook Advisor</u> (per school year)	2.00%
33.	<u>Pep Club Advisor</u> (per year)	.70%
34.	<u>Vocal Director</u> <u>Orchestra Director</u>	
	Concerts, contests, special events; NTE 10 per event	.35%

35. Intermediate Music - Theater Production

NTE 1 per school year (e.g. Voc. Director;
Drama Director; Orchestra Director; Producer;
Ind. Art Instructor)

8.00%
(to be divided by
participating staff
with concurrence of
the Supervisor of
Music and the
Principal)

36. Intermediate Band Director

NTE 8; per performance

.35%

37. Student Council Advisor (per school year)

1.50%

38. Safety Patrol (K-3 buildings) (per school year)

2.10%

39. Bookroom (per school year)

2.00%

40. Intermediate Sports Coordinator

Maximum

7.50%

Per season

2.50%

(Guidelines are on file in the Division of
Athletics)

41. Intermural Leader (per school year)

4.0%

42. Intermural Assistant (per school year)

2.0%

43.1/ Intermediate Head Coach

1 ² /	5.25%
2	5.50%
3	6.00%
4	6.50%
5	7.00%

44.1/ Intermediate Assistant Coach

12/ 5.00%
2 5.25%
3 5.50%
4 5.75%
5 6.00%

45. Intermediate Special Education Liasion

\$75.00

46. Audio-Visual Chairperson

2.0%

47. Career Exploration and Motivation
Chairperson (per school year)

\$350.00-\$650.00

ELEMENTARY

48. Unit/House Leader IGE (per school year)

3.20%

49. School Treasurer (per school year)

3.75%

50. Safety Patrol (per school year)

2.10%

51. Student Council Advisor (per school year)

.90%

52. Music: Instrumental Director, String Specialist,
Vocal Director (NTE 3 contests, concerts, or special
events per school year approved by the Supervisor
of Music and Principal)

.35%

53. Intramural Activities (per school year)

3.50%

54. Bookroom (per school year)

1.00%

2.00% effective the start of the
1985-86 school year

55. Audio-Visual Chairperson

1.00%

56. Special Education Liaison (per semester)

\$75.00

57. Career Motivation and Career Orientation
Chairpersons (per school year)*

\$350.00 - \$650.00

* Coordinator has data on file as to distribution.

If the Central Administration requests participation of any of the above persons for special performances, compensation will be provided. Remuneration will be consistent with that provided in the appropriate category.

Payment for the positions herein listed shall be paid to the individual(s) fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more individuals, and the Board reserves the right to not fill a supplemental position set forth herein.

- 1/ Coaches payments are based on a percentage of the Class C, Service Step 1 salary set forth in 41.01.
- 2/ Number of years in position

ARTICLE FORTY-TWO - STRS PICK-UP UTILIZING THE
SALARY REDUCTION METHOD

The BOARD shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the BOARD as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the BOARD, and that the amount designated as "picked up" by the BOARD shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the BOARD's total contribution to the State Teachers Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the teacher's contract.)
4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

ARTICLE FORTY-THREE - DURATION AND IMPLEMENTATION

43.01 A. This CONTRACT shall be effective from March 19, 1985, and continue in full force and effect until December 31, 1987, and from year to year thereafter, unless either the BOARD or the ASSOCIATION serves written notice on the other of its intention to either terminate, amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than ninety (90) days prior to the expiration date, December 31, 1987, or the end of the yearly extension period.

43.02 The BOARD and/or ADMINISTRATION agrees that it will not, during the period of this CONTRACT, officially adopt or implement any condition of employment affecting professional staff members that is not contained within this CONTRACT until such term or condition has been a subject to negotiations between the parties.

43.03 This CONTRACT supersedes any policy, rules, regulations, or practices of the BOARD which may be contrary to or inconsistent with the terms of this CONTRACT.

43.04 In reference to the terms of this CONTRACT, whenever the singular is used, the plural is also understood.

43.05 At any time during the implementation of any aspect of this CONTRACT or in any situation which may lead to the implementation of any aspect of this CONTRACT, a professional staff member will have the right to ASSOCIATION representation.

43.06 If any provision of this CONTRACT or any application of this CONTRACT to the BOARD, the ADMINISTRATION, the ASSOCIATION, or to any of the professional staff members who are covered by this CONTRACT is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this CONTRACT shall continue in full force and effect.

43.07 Unless specifically stated otherwise, all aspects of this CONTRACT shall affect all professional staff members equally and without qualification.

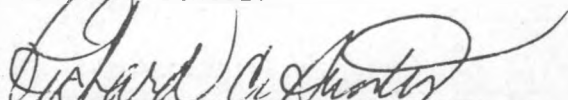
43.08 All rights and powers heretofore possessed by the BOARD, except as otherwise specifically modified by express provisions of this CONTRACT, shall be retained solely and exclusively by the BOARD.

43.09 Certificated personnel employed by the BOARD who perform services for students attending non-public schools and for whom the Dayton BOARD of Education serves as fiscal agent only are in the bargaining unit described in Article Two, Section 2.02, but are not covered by the provisions of this CONTRACT, as such, except for the provisions relating to salary (Article Forty-One), insurance (Article Forty) and STRS Pick-up (Article Forty-Two). The representatives of the BOARD and the ASSOCIATION will, during the initial months of this CONTRACT, negotiate for the purpose of developing substantive provisions applicable for such certificated personnel.

IN WITNESS WHEREOF, the parties executed this CONTRACT this 27th day of March, 1985.

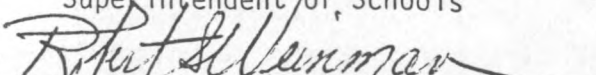
DAYTON CITY SCHOOLS

BY



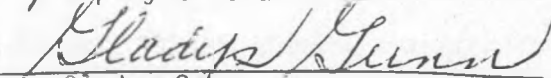
Dr. Richard C. Hunter
Superintendent of Schools

BY



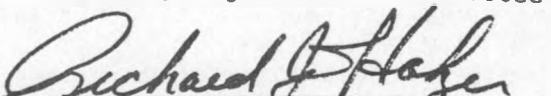
Robert S. Weinman
Assistant Superintendent
Employee Relations

BY



Gladys Gunn
Member, Negotiations Committee

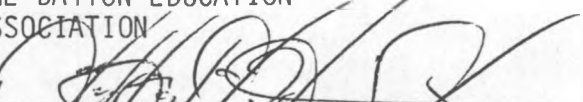
BY



Designated Representative

THE DAYTON EDUCATION
ASSOCIATION

BY



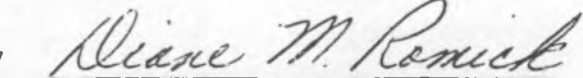
Jeffrey J. Mims, Jr.
President

BY



James W. Brinkman
Negotiations Chairperson

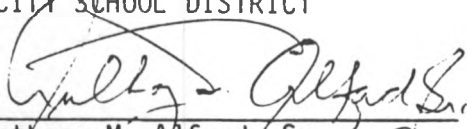
BY



Diane M. Romick
DEA Executive Director
UTP UniServ Consultant
Designated Representative

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

BY



Anthony M. Alford, Sr.
President

BY



Daniel L. Carozza
Treasurer



830651

DECEMBER 16, 1985

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 12/31/85
JAN 19 11 4 05

6
FEB 7 1986



RECEIVED
EMPLOYEE RELATIONS

Superintendent of Fiscal Affairs
Dayton Public Schools
348 West First Street
Dayton, OH. 45402

PREVIOUS AGREEMENT EXPIRED
DECEMBER 30, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Dayton Ohio Bd of Educ Prof Staff

WITH EDUCATION ASSOCIATION; NATIONAL
OHIO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1850
2. Number and location of establishments covered by agreement 47 SCHOOLS IN DAYTON METRO AREA
3. Product, service, or type of business PUBLIC EDUCATION K through 12
4. If your agreement has been extended, indicate new expiration date 12-31-87

THOMAS KURPIEL, HUMAN RESOURCE PLANNER
Your Name and Position

348 West First Street
Address

DAYTON OHIO 45402
City/State/ZIP Code

461-3128
513-~~800~~~~4508~~
Area Code/Telephone Number