4-5-1993

Dayton City School District Board of Education and Dayton Education Association, Ohio Education Association, National Education Association (1993)

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Dayton City School District Board of Education and Dayton Education Association, Ohio Education Association, National Education Association (1993)

**Location**
Dayton, OH

**Effective Date**
4-5-1993

**Expiration Date**
12-31-1995

**Number of Workers**
1900

**Employer**
Board of Education of the Dayton City School District

**Union**
Dayton Education Association

**NAICS**
61

**Sector**
Local government

**Item ID**
6178-008b185f006_01

**Keywords**
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**
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MASTER CONTRACT

between

THE DAYTON EDUCATION ASSOCIATION

and

THE DAYTON CITY SCHOOL DISTRICT

EFFECTIVE

APRIL 5, 1993

through

DECEMBER 31, 1995

1,900 teachers
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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. Except to the extent specifically modified by the terms of this AGREEMENT, 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. Except to the extent specifically modified by the terms of this AGREEMENT, 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. Except to the extent specifically modified by the terms of this AGREEMENT, 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 th 5th day of April, 1993 by and between the BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT, hereinafter referred to as "BOARD," and the DAYTON EDUCATION ASSOCIATION, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as "ASSOCIATION," and supersedes the Master Contract, effective April 16, 1991, 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.

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, including Youth Employment Work Training, Adult Basic and Literacy Education and Resource Teacher Consultant professional staff members, but excluding the following:

- Superintendent of Schools
- Deputies
- Assistant Superintendents
- Executive Directors
- Directors
- Associate Directors
- Principals
- Assistant Principals
- Deans
- Administrative Interns
- Attorneys
- Psychologists
- Intern Psychologists
- Student Action Advisors
- Substitute teachers
- employed on a daily basis
- Administrative Coordinators
- Supervisors
- Assistant and/or Associate Supervisors
- Teacher Aides
- 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

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 representative of the ASSOCIATION in each individual school will have the use of a bulletin board in the teacher's 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 and fair share fees in accordance with the provisions of Sections 8.01 and 2.08.

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 computers, 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. The following information shall be provided to the ASSOCIATION as early as practicable following BOARD or administrative action:

1. The names and addresses of newly employed professional staff members.

2. The names and locations of all professional staff members transferred from one work site to another.

3. The names and addresses of substitute teachers who reach their 61st day in the same assignment.

I. The ASSOCIATION will be offered the opportunity to 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. All mail sent by the
ASSOCIATION through the inter-school mail system will
relate to the current business of the Dayton Public
Schools.

K. The ASSOCIATION will be granted a leave of absence from
active teaching duties for up to two (2) professional
staff members per school year. The ASSOCIATION will
reimburse the BOARD monthly the total cost for the
professional staff member'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 professional staff member(s) 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, a professional staff member on
leave under this paragraph will be returned to the same
position held prior to the leave, if available, or, if
not available, to 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 professional
staff member.

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 Fair Share Fee

A. All professional staff members who are not members in
good standing of the ASSOCIATION, are required to pay
the ASSOCIATION a fair share fee, as permitted by the
provisions of Section 4117.09(C) of the Ohio Revised
Code. The fair share fee amount shall be certified to
the Treasurer of the BOARD by the ASSOCIATION. Nothing
herein shall be construed as requiring any professional
staff member to become a member of the ASSOCIATION as a condition for serving or retaining employment or any benefits under this AGREEMENT.

B. The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by members of the ASSOCIATION, and such deductions shall continue through the remaining number of payroll periods over which ASSOCIATION membership dues are deducted.

Under Ohio law, employees who choose not to join the ASSOCIATION may elect to not pay the portion of their fair share fees based upon ASSOCIATION expenditures in support of partisan politics or ideological causes not germane to the work of the ASSOCIATION in the realm of collective bargaining. To elect not to pay that portion, the non-member must file a written objection according to a procedure adopted by the ASSOCIATION. Not later than December 15 of each year, or not later than thirty (30) days prior to the commencement of the check-off of the fair share fee, whichever is applicable, the ASSOCIATION will send each non-member an explanation of the procedure and an explanation of the basis for the fair share fee to enable the non-member to gauge the propriety of the fee.

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days of employment in a bargaining unit position; or

2. January 15th.

C. The Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall not be greater than the annual membership dues less the amount previously paid. The deduction of said amount shall commence on the pay date occurring on or after forty-five (45) days from termination of membership.

D. The BOARD agrees to promptly transmit all payroll deducted fair share fees to the ASSOCIATION. The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for
whom all such deductions were made, the period covered, and the amounts deducted for each.

E. The ASSOCIATION agrees to indemnify the BOARD for any cost or liability incurred as a result of the good faith implementation and enforcement of this provision, provided that:

1. The BOARD shall give a ten (10) day written notice of any claim made or action filed against the BOARD by a non-member for which indemnification may be claimed;

2. The ASSOCIATION shall reserve the right to designate counsel to represent and defend the BOARD, unless the BOARD elects to select its own counsel, in which event the BOARD shall be responsible for paying its own attorney's fees.

F. The ASSOCIATION agrees to annually provide the BOARD with the financial list of expenditures made by the ASSOCIATION during its most recently completed fiscal year, verified by an independent auditor, with an explanation of expenses chargeable to the realm of collective bargaining, an explanation of the portion of the fair share fee that is chargeable to non-members, and the method used to calculate the chargeable proportion.

ASSOCIATION also agrees to notify the BOARD if a professional staff member files an objection as set forth in Section 2.08 (B). The ASSOCIATION will provide the BOARD with a copy of all decisions issued by impartial decision makers with respect to objections made by 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 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 described 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 SUPERINTENDENT or his her designee(s) 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 It is the function of the School Faculty Council to consider such items as:

A. Discussion of building policies and procedures (See Article Nine, School Procedures);

B. Building maintenance and cleanliness;

C. Student discipline and building security matters (See Article Fifteen);

D. Instruction programs;

E. Fund raising events and/or activities (see Article Sixteen, Section 16.03);

F. 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);

G. Planning the school open house; and
H. 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 - WORK YEAR, SCHOOL CALENDAR AND PAY DATES

7.01 The work year for professional staff members shall consist of 200 days, as follows:

178 Student Days
2 Teacher Work/Record Days
4 Staff Development Days
1 Parent/Teacher Conference Day

7.02 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.

7.03 The BOARD agrees to a schedule of twenty (20) equal pays per school year beginning on the Friday of the first full pay date.

7.04 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 an insurance secured through the BOARD.

E. Payroll deduction for ASSOCIATION dues and fair share fees 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. Salary deducted for such annuities shall be transmitted to the appropriate annuity company no later than three (3) work days following the payroll date.

H. Payroll deduction for the purchase of STRS service credit.

I. Payroll deduction for contributions to the Section 125 Flexible Benefit Plan outlined in Article 44.06.

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 the 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. Said deduction shall continue in full force and effect until such time as the professional staff member gives written notice to the Treasurer of the BOARD to discontinue the deduction, or the ASSOCIATION gives notice to the Treasurer of the BOARD that the professional staff member has terminated his/her membership in the ASSOCIATION. Upon such notification, the Treasurer of the BOARD shall commence the check-off of fair share fees as authorized in Article 2.08 of this AGREEMENT.

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.

8.05 The Board shall make electronic transfers for a professional staff member who so notifies the Treasurer's office in writing. There shall be a sign-up period during the month of September each school year. Electronic transfers may be canceled by the professional staff member at any time. A professional staff member's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) selected by the professional staff member and within the distributing financial institution's network, no later than the Monday following the pay date. If the pay date is other than a regular pay date, the electronic transfer to the distributing financial institution will be made no later than the date that paychecks are distributed.

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 With the exception of unforeseen activities or unscheduled school events, each Principal will provide each professional staff member with a written weekly bulletin detailing school activities for the following week, no later than Friday prior to said week.
ARTICLE TEN - SCHOOL DAY

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

A. "Regular classroom teacher" 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 center, 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 a part of planning or development time.

G. "Development time" for elementary teachers shall be defined as that period of time used for: Individual or Group Conferences; ADMINISTRATION scheduled faculty meetings; 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.

"Development time" for middle school teachers shall be defined as that period of time used for common team planning in the following areas: review of the intermediate magnet grades assessment, training for
young adolescents, the writing process, the development of a building intermediate magnet school philosophy, the development of an intermediate magnet school discipline plan, the advisor/advisee concept, a parent involvement plan, an in-service on clustering, the instructional improvement plan, and other relevant in-services as determined by the ADMINISTRATION.

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. Pre-School

1. Professional staff members teaching pre-school will be provided at least twelve (12) hours of planning time per month.

2. ECE/Chapter 1 professional staff members' planning time will be jointly scheduled by the ECE staff and the Consultant.

   Special Education pre-school professional staff members' planning time will be jointly scheduled by the staff and their supervisor.

B. Kindergarten

1. The normal regular classroom day for professional staff members who teach both a morning and an afternoon kindergarten 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
Professional Staff Members teaching kindergarten will be provided a total of 200 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. Planning time for professional staff members teaching kindergarten will be provided in time blocks of no less than thirty (30) consecutive minutes.

2. The normal regular classroom day for professional staff members who teach only one kindergarten 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 professional staff members teaching kindergarten will be provided a total of 100 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.

C. Elementary (Grades 1-6)

1. The normal regular classroom day for professional staff members teaching in elementary grades (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

Professional staff members teaching grades 1, 2 and 3 will be provided a total of 200 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.

Professional staff members teaching grades 4, 5 and 6 will be provided a total of 225 minutes planning time each full week.

Planning time for professional staff members teaching grades K-6 will be provided in time blocks of no less than thirty (30) consecutive minutes.

If any 1-6 teacher believes that scheduling can occur more efficiently, the principal and teacher shall meet to review the
The teacher can make recommendations for schedule changes.

D. Middle School (Grades 7-8)

1. The normal regular classroom day for professional staff members teaching in the middle school (Grades 7-8) shall consist of no more than 435 continuous minutes scheduled during a seven (7) 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)

Professional staff members teaching in middle schools will teach five periods, have one staff development period, and one individual planning period each day.

E. High School (Grades 9-12)

1. The normal regular classroom day for professional staff members in the 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 supervision of students
- 15 minutes - After student day in supervision of students

Professional staff members teaching in high school will not be obligated for student contact beyond the time contained in this Article.

Professional Staff Members teaching in high schools will be provided five (5) planning periods per week.

10.04 Temporary adjustments to the "normal" conditions set forth in Sections 10.01 and 10.02 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 professional staff members with a minimum number of buildings.

10.07 The ADMINISTRATION will make a reasonable effort to provide a reserve teacher whenever a regular classroom professional staff member is absent. It is recognized, however, that in all cases of absence by professional staff members, reserve teachers may not be able to be secured. The determination by the ADMINISTRATION that a reserve teacher cannot be secured shall be final. When a reserve teacher 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 reserve teacher. A non-teaching professional staff member may also be requested by the Building Principal to waive his/her planning period to assume the responsibilities of teaching a class in lieu of a reserve teacher when a reserve 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. 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 reserve teacher shall be compensated for performing such additional teaching responsibilities at the hourly reserve teaching rate established by the BOARD.

Professional staff members who provide educational support services will not have their regular programs or classes canceled for the purpose of reserve teaching. Examples of such professional staff members include Special Assistance Reading and Math, Speech Pathologist, Individual and Small Group Instructor, Library/Media Center Personnel, etc.

If a reserve teacher is not available, and a class is divided among professional staff members, those professional staff members shall equally share the compensation which would have been paid to a reserve teacher.

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 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:

<table>
<thead>
<tr>
<th>Grades K &amp; 1</th>
<th>Grades 2 &amp; 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>28</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Grades K &amp; 1</th>
<th>Grades 2 &amp; 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>28</td>
</tr>
</tbody>
</table>

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

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

**11.03 Middle (7-8)**

The pupil load will not exceed 160 pupils per day for middle school teachers. The class size for each instructional period in the middle school shall be no greater than thirty-two (32) students.

**11.04 High School (9-12)**

The pupil load will not exceed 170 pupils per day for high school teachers. The class size for each instructional period in the high school shall be no greater than thirty-five (35) students. 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.

**11.05 Overload Payment**

In the event circumstances deem it necessary to exceed the maximum class size limit, as outlined in Sections 11.01, 11.02, 11.03 and 11.04, written reasons will be given to the professional staff member with copies sent to the Association and Personnel Services and the following provisions shall apply:

A. An overload payment of $300 per student per year in grades K-6 is calculated for each student over the maximum limit and shall be payable at the end of each semester. If a professional staff member has the extra student(s) less than a full day and/or less than a full school year, the rate per student is pro-rated.

B. An overload payment of $60 per student per period per year in grades 7-12 is calculated for each student seen at least one (1) period per day over the class size limit and shall be payable at the end of each semester.
If a professional staff member has the extra student(s) less than five (5) periods per week and/or less than a full school year, the rate per student is pro-rated.

C. The maximum student overload in any class shall be five (5) students.

11.06 Special Classes

A. 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.

B. 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.

11.07 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.

11.08 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.

11.09 Determination of class size for purposes of this Article will be made no later than September 15.

11.10 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. Faculty meetings which extend beyond the teacher day may be scheduled by the Principal after consultation with the Faculty Council and may extend sixty (60) minutes beyond the teacher day. Meetings in excess of this one (1) regular meeting require the concurrence of the School Faculty Council.

12.03 The agenda for regular monthly 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 member 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.
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.

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

ARTICLE FOURTEEN
TEACHING ENVIRONMENT, SUPPLIES, AND FACILITIES

A duplicating machine and/or copy 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.

Each classroom shall have a usable teacher desk and chair, chalkboard and bulletin board space to complement the professional staff member's instruction. Bulletin boards shall be located in accessible positions.

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.

Supplies

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. A joint administration/association committee shall recommend the grade and lesson plan books. Selection shall be made not later than the end of each school year for the following 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 Environment

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.

Standards in A and B above will be maintained. If standards are not met, issue will be discussed with building principal and faculty council. An improvement plan will be developed with the assistance of the Lead Principal. If after 30 days the improvement plan has not caused a change in conditions, a grievance may be filed in compliance with Article 27.01 of this Agreement.

C. 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.

14.06 Facilities

A. Where practicable, smoking and non-smoking professional staff member lounges will be provided in each building.
B. 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 PROTECTION

15.01 Prior to the commencement of the school year, the administration of each school, in conjunction with the School Faculty Council, 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 Dayton BOARD of Education Policy on Student Suspension/ Expulsion, File JGD/JGE, 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 Removal, Suspension or Expulsion

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 "Expulsion" below.

g. Any combination of violations of Items b. through f. of this Section.
3. **Expulsion**

The Superintendent may expel a student from school for a days or the number of school days remaining in the school year in which the incident which gives rise to the expulsion takes place for the following reasons:

a. Assault and/or battery upon a school employee 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 or 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 B. of this policy (above) will be posted in a central location in each school and made available to pupils upon request. No pupil will 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. Professional staff members shall, in a timely manner, be made aware of the disposition of the recommendation by the ADMINISTRATION, including the rationale for such disposition.
15.04 Civil Disturbance

A. In the 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 Parent 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 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.

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.

C. Where there is a history of confrontation between a professional staff member and a parent, the professional staff member may request and be accompanied by counsel and/or ASSOCIATION representative during any conference that is requested by the parent and/or an administrator.

15.06 Administrative Concerns/Complaints Regarding Professional Staff Members

A. When an administrative concern/complaint arises regarding a professional staff member, an informal conference shall be held with the administrator and the professional staff member. If the concern/complaint is resolved, there shall be no written documentation of the conference placed in the professional staff member's personnel file. If the concern/complaint is not resolved, the administrator may document the concern/complaint in writing and place a copy in the professional staff member's personnel file. The professional staff member may attach a response to the concern/complaint. If the concern/complaint has not reoccurred in the next two (2) years from the time the documentation was written, the documentation about the concern/complaint shall be removed from the professional staff member's personnel file.

B. A professional staff member may be accompanied by an ASSOCIATION representative at any conference in which the professional staff member is to be issued written disciplinary documentation.

15.07 A. 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, unless a principal aide has been appointed pursuant to the provisions of Paragraph B of this section.
B. Principal aides may be appointed in any elementary school that does not have an assistant principal. Professional staff members who are appointed as principal aides shall receive additional compensation as outlined in Article 45.

15.08 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.

15.09 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.)

15.10 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.

15.11 Professional Staff Member Referrals.

Referral forms in each building shall be in triplicate form. When a student is sent to the office for disciplinary reasons, the professional staff member shall complete a referral form which includes a description of the incident. The professional staff member shall retain one copy and forward the other two copies to the office. The referral form shall include an option for the professional staff member to mark "conference requested." If so marked, the principal and the professional staff member shall discuss the matter prior to the administrative determination of the appropriate discipline. The purpose of the discussion shall be to give consideration to the appropriate discipline. If
circumstances preclude holding the conference prior to the
determination of the appropriate discipline, it will be held
within three days following the determination of the
discipline.

The principal shall return a copy of the referral form to
the professional staff member with a description of the
discipline taken.

15.12 Joint Discipline Committee

A committee shall be formed consisting of equal numbers appointed
by the Superintendent and the D.E.A. President in order to continue
the process of improving student discipline. Both the
Superintendent or designee and the D.E.A. President or designee
shall be members of the committee and attend committee meetings.
However, the Superintendent and the D.E.A. President shall
personally attend two meetings during the school year. Release
time shall be provided for the committee meetings which shall meet
at least four times during the school year. The committee's
purpose shall include, but not be limited to, the following:

1. review of the city-wide Student Discipline Code (to be
done annually);

2. review and give assistance to any school that requests
assistance in regard to student discipline;

3. compilation of an annual report dealing with student
discipline which details the following information by
school:

   a. frequency and severity of assaults involving
      professional staff members,

   b. incidents involving weapons,

   c. student suspensions and expulsions, including the
      numbers of recommendations for each and the
      outcome;

Provided discussion and resolution has first been undertaken by the
School Intervention Team, the committee shall review any specific
disciplinary issue(s) referred to it by a professional staff member
and shall investigate the incident and the discipline taken. The
purpose of this review shall be prospective in nature, and the
review shall not result in or be used as a basis for criticism of
either the administrator(s) or the professional staff member(s)
involved.
ARTICLE SIXTEEN - NON-INSTRUCTIONAL DUTIES

16.01 The Faculty Council will work in conjunction with the building administrator to determine the responsibilities of a non-instructional nature that may be rotated among professional staff members on an equitable basis. In order to equitably distribute such duties schedules may be altered and reassigned during the course of the school year. Questions or concerns regarding rotation equity will be resolved by Faculty Council.

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 teachers' 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 teacher training institutions have a responsibility for compensation and remuneration to 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 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
PROFESSIONAL STAFF MEMBERS NEW TO THE SYSTEM

18.01 New Professional Staff Members' Orientation

A. 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.

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

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

D. 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.
18.02 Entry Year Program

A. In accordance with state standards, an entry year program will be implemented for all professional staff members in the first year of employment under a new classroom teaching certificate. The entry year program shall be jointly developed by the administration and the association.

B. Professional staff members new to the District or transferred to a new subject area or grade level may request or may be requested to become involved in the entry year program.

c. Professional staff members that provide mentor assistance to new professional staff members shall be compensated through state grants. Rate of compensation will be determined yearly based upon the amount of state grant money available. If no state money is available, representatives of the BOARD will meet with the ASSOCIATION to determine how to handle the situation at that time.

ARTICLE NINETEEN - PROFESSIONAL STAFF ABSENCE

19.01 The following leave provisions will be applicable to all 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 dependent of the professional staff member who is a permanent resident of the household of the professional staff member.

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  Paid Leaves of Absence

A.  Sick Leave


   a.  A 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. 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.

   b.  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.

   c.  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.

   d.  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.
e. 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 provision 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.

f. 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.

g. 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 will be given an accumulation of sick leave once each school year, 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.

h. In cases of personal hardship to a professional staff member brought on by catastrophic illness or injury, where the professional staff member has exhausted all accumulated, unused sick leave as a result of the catastrophic illness or injury, the Board and the Association may enter into an agreement to assist the affected professional staff member through the donation of accumulated, unused sick leave by other professional staff members who volunteer to do so. Any decisions made by the Board and the Association under this Paragraph shall not be subject to the grievance and arbitration provisions of Article 27 of this Agreement.

2. Night School

a. Night school professional staff members shall accumulate sick leave at the rate of (1) hour
sick leave for each 17.3 hours of completed service.

b. Commencing with the 1991-92 school year, professional staff members shall separately accumulate sick leave in the day school and in the night school. Absences in the day school shall be charged against sick leave accumulated during day school, and absences in the night school shall be charged against sick leave accumulated during night school.

c. Each professional staff member who teaches in the night school for the 1991-92 school year, and each professional staff member thereafter who teaches in the night school for the first time, will be given an advancement of eight (8) hours of sick leave at the beginning of the school year, to be charged against the sick leave(s) he subsequently accumulates under this section. If at the end of the school year, the professional staff member has not paid back the advancement of sick leave, the unpaid amount will be deducted from the professional staff member's final paycheck of the school year.

d. Sick leave accumulation under this section shall not be subject to the severance pay provisions of Article 43.

3. Summer School

a. Summer school professional staff members shall accumulate sick leave at the rate of one (1) hour sick leave for each ten (10) hours of completed service.

b. Commencing with the 1991 summer school program, professional staff members shall separately accumulate sick leave for summer school. Absences during summer school shall be charged only against sick leave accumulated during summer school. The maximum number of hours to be accumulated are six (6) times the number of regularly scheduled hours per day.

c. Each professional staff member who teaches in summer school during 1991 and each professional staff member thereafter who teaches in summer school for the first time, will be given an advancement of four and one-half (4-1/2) hours of sick leave at the beginning of the summer
school program, to be charged against the sick leave he/she subsequently accumulates under this section. If at the end of each summer school program, the professional staff member has not paid back the advancement of sick leave, the unpaid amount will be deducted from the professional staff members' final summer school paycheck.

d. Sick leave accumulated under this section shall not be subject to the severance pay provisions of Article 43.

B. Attendance at Professional Conferences

1. 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, reserve teachers 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.

2. Leave under this Section shall not be counted against perfect attendance.

C. Visiting Days

1. 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 reserve teacher or require the payment of a stipend.

2. 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 reserve teacher or require the payment of a stipend.

3. Leave under this Section shall not be counted against perfect attendance.

D. Worker's Compensation

1. 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.

2. 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.
E. Death in Family

1. 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.

2. 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.

3. 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.

F. Personal Leave

1. 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.

2. 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.

3. 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.

4. 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.
5. 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.

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

G. Emergency Leave

1. 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.

2. 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.

3. Examples of justifiable emergency leave may be the following:
   a. Emergencies
      (1) Personal accidents to members of the professional staff member's immediate family.
      (2) Disaster affecting professional staff member's immediate 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.
      (3) 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.
b. **Obligations**

(1) 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.

(2) 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.

(3) 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.

H. **Attendance in Court**

1. Absence in response to subpoena or jury summons

   a. 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:

   (1) 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.

(2) Submits a statement signed by the professional staff member to the Treasurer stating:

(a) the date and time in attendance at the proceeding.

(b) the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.

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

b. 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.

19.04 Unpaid Leaves of Absence

A. Leave of Absence for Personal Illness

1. 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 which prevents
the professional staff member 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.

2. 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. 1. above.

3. 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.

4. 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.

B. Leave of Absence for Child Care

1. A leave of absence without pay for the purposes of caring for a child of the professional staff member 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.

2. Such leave of absence may be granted for a maximum of four (4) consecutive semesters, including that portion of the semester in which the leave begins.

C. Military Leave of Absence

1. 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.

2. 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.
3. Voluntary re-enlistment immediately terminates military leave granted by the BOARD.

4. A professional staff member who is a member of any reserve component of the armed forces of the United States is entitled to a leave of absence from his/her duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

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

1. 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.

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

3. 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.

4. 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 professional staff member granted leave under this paragraph.

5. 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.
E. Leave of Absence to Accompany Spouse

1. A leave of absence may be granted to a professional staff member to accompany a current spouse on a temporary assignment outside of the Dayton City School District after two (2) complete years of service or after a contract has been granted for a third year of service.

2. No credit on the salary schedule will be granted to a professional staff member granted leave under this paragraph.

F. Leave of Absence for Professional Study

1. 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.

2. 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.

3. 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 per quarter or 8 semester hours per semester.

G. Emergency Leave of Absence

1. 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.

H. Leave of Absence for Professional Improvement Through Travel

1. 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.
2. The written request for such leave of absence must include an itinerary and an outline relating it to professional growth.

3. Such leave will be for one (1) school year, but no longer than a school year.

I. Political Leave of Absence

1. 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.

2. A leave of absence without pay in order to run for, or serve in, public office will be granted for the term of the office.

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

1. 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 for the term of the office.

19.05 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 the Superintendent or his designee.

2. The decision of the Superintendent or his designee 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 per quarter or 8 semester hours per 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.

19.06 General Provisions for Leaves of Absence

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. Return from unpaid leave of absence 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.

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

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

E. A request for an unpaid leave of absence or sabbatical leave 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.

F. A professional staff member on an unpaid leave of absence may continue all insurance programs outlined in Article 44 - Insurance Programs for the duration of the leave of absence. The professional staff member electing to continue all or any insurance benefits shall reimburse the Board in monthly installments for the cost of such insurance. The professional staff member shall have at least thirty (30) days from the first day of the period of coverage to make timely payments for the coverage.

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 19.03 D.

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 Each professional staff member's official personnel file shall be maintained in the Personnel Services Department. A professional staff member shall be notified of the intent of the ADMINISTRATION to place any material in his/her personnel file and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. Materials relating to a specific incident or occurrence must be placed in the personnel file within thirty (30) calendar days of the time of the ADMINISTRATION's awareness of the incident or occurrence. The professional staff member shall 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 Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.
21.04 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. A professional staff member may place letters of merit and commendation in his/her personnel file.

21.05 A professional staff member may periodically review his/her personnel file. Such review shall take place within a reasonable period of time after the request. 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.

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

21.07 Material once placed in a professional staff member's personnel file may be removed from such file by the mutual agreement of the professional staff member and the Superintendent or his/her designee. Such material will also be removed if either a grievance contending that it was placed in the file without following the procedures of Section 21.01 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 things, 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.
"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. Building Seniority is only applicable for purposes of determining professional staff members' continuous seniority within a particular building. Service rendered beyond the normal work year of the professional staff member will not be counted toward seniority. If the dates of professional staff members' employment coincide, the lower employee number shall represent the professional staff member holding the higher seniority. The employee number, for this purpose, shall be the last four digits of the professional staff member's social security number. Professional staff members reduced due to staff reductions and professional staff members on approved leaves of absence will not be considered to have broken seniority for the duration of the leave or the reduction (as set forth in Section 23.07C1) but will not accumulate seniority during the time they were not on active working status under contract or as a reserve teacher. A professional staff member who completes at least 120 days of teaching under contract during a school year shall be credited with a year of seniority. A professional staff member on reduction in force status in accordance with Article 23.07 who completes at least 120 days of teaching as a reserve teacher during a school year shall be credited with a year of seniority. A professional staff member who works less than full-time shall be credited with one (1) year of seniority for each school year in which such professional staff member works 870 or more hours.

23.03 Transfer - General Provisions

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 Personnel Services Department.

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.
C. The transfer procedures set forth in this Article shall apply to vacancies created by terminations, death or disability, or leaves of absence. The parties recognize that from time to time, the Board may institute magnet programs or implement completely new program initiatives. The criteria for selection of professional staff members to participate in such programs or initiatives will be subject to negotiations between the parties.

23.04 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 no later than June 1. The professional staff member applying for transfer will receive a written acknowledgment of receipt of the request from the Personnel Services Department.

B. 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, except where other variable(s) require greater consideration. If the most senior applicant does not receive the transfer, he or she will be given the reasons in writing.

C. 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.

23.05 Involuntary Transfer (Principal and ADMINISTRATION Initiated)

Involuntary transfer refers to Principal/ADMINISTRATION initiated transfer which has not been approved by the professional staff member.
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/Program Reduction, and/or Staff Realignment

1. The ADMINISTRATION may involuntarily transfer professional staff members due to pupil enrollment, program reduction, and/or staff realignment.

   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.

2. Before a professional staff member is involuntarily transferred under this section, the ADMINISTRATION will consider voluntary transfer requests from the same building.
3. When a professional staff member is to be involuntarily transferred under this section he/she shall have the right to displace the least senior professional staff member in the program in which he/she is being displaced, or if the program has been eliminated, from the system he/she shall have the right to displace the least senior professional staff member in any other area for which he/she holds certification.

4. Professional staff members involuntarily transferred under this section shall have the right to return to their original school in the event of an appropriate vacancy in the reverse order of their transfer out, provided the professional staff member meets the qualifications of the position, the transfer is consistent with the racial balancing of staff, and the vacancy occurs during the summer recess.

5. A professional staff member to be involuntarily transferred under this section will be given at least three (3) work days' notice before the transfer is to become effective.

23.06 Voluntary Transfer to Programmatic Change Positions

A. At the building level the Programmatic Change Process Committee may establish criteria for the selection of and for vacancies that occur that are reasonably related to clearly articulated goals. These criteria may include such factors as: certification; experience; specific professional competencies related to the building program.

B. If two (2) or more candidates meet the criteria for the Professional Change Process Project then the most senior professional staff member shall be selected.

C. Candidates may be excluded from consideration if they fail to meet the criteria. An excluded candidate shall be given the reasons in writing. If the professional staff member deems it necessary to file a grievance, the grievance shall be filed at Level III. The Personnel Department shall only have the authority to review the appropriateness of the Professional Change Process revision to exclude an applicant(s) for a position.
23.07 Change in Assignment

A. 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.

B. 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. The BOARD may reduce the teaching staff because of financial reasons, 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. 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.

B. 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.

C. 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 the right to recall as follows:

1. Recall rights shall be limited to thirty-six (36) months or the period of time the professional staff member was employed by the BOARD, whichever is longer, 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(s) of certification. Such teachers must notify the District of any changes in their area(s) of certification.

3. If a professional staff member refuses an offer of recall, said professional staff member's name shall be removed from the recall list.

4. Teachers on recall status shall have the responsibility for keeping the Personnel Services 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 Personnel Services Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turn-down" of offer.

D. The BOARD shall notify the ASSOCIATION of anticipated staff reductions and the approximate number of professional staff members affected at least thirty (30) days prior to such reduction. At least two (2) days prior to the mailing of notices to the 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.

E. The ADMINISTRATION will make good faith efforts to notify professional staff members involved in a staff reduction by May 15th of the school year. The parties acknowledge that unforeseen circumstances may make further reductions necessary. When this occurs, the ADMINISTRATION will notify the ASSOCIATION of the approximate number of professional staff members affected, and the reasons for the reduction.

F. 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.

G. 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-FOUR - INSURANCE PROGRAMS.
23.09 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 will be constructive in approach. Assessment will identify strengths and/or 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. All professional staff members scheduled for assessment will have an assessment conference with the building administrator by mid-November and
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 written suggestions for improvement, and must be descriptive of specific strengths and/or problems. If the professional staff member's performance is judged to be less than satisfactory, the observer shall substantiate this with written comments explaining why the performance is unsatisfactory. In addition, the observer shall provide written specific recommendations for improvement. At least fifteen (15) school days shall elapse between observations in order for the professional staff member to implement the observer's recommendations.

7. All written reports of observations 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. Professional staff members shall receive a signed assessment document.

8. Assessment shall be based only upon the professional staff member's performance during the teacher work day as defined in Article 10.03.

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

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

24.02 Assessment Schedule

A. A non-tenured professional staff member shall have a formal assessment annually, and a tenured professional staff member shall have a formal assessment at three-year intervals. A rotating schedule based on the alphabetical order of last names shall be used as follows for the evaluation of tenured professional staff members:

1. 1993-1994 P-Z
1994-1995 A-G
1995-1996 H-O

Such schedule shall continue in sequential rotation through succeeding years.

B. Any professional staff member new to a building will have a formal assessment during his/her initial year in the building.
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 outside of the schedules set forth in Paragraphs A and B of this section only with documented just cause.

24.03 PEER ASSISTANCE

Peer assistance may be used for the improvement of instruction, to provide classroom demonstration, and other support as needed. Peer assistance shall only be used with the consent of all professional staff members involved. Any feedback, discussion, recommendations or the like may be exchanged only between the teacher being assisted and the professional staff member(s) providing the assistance. This information may not be used in any proceeding involving a bargaining unit member, except by mutual agreement of the bargaining unit members involved.

ARTICLE TWENTY-FIVE - TERMINATION OF CONTRACTS

25.01 Continuing Contract or Limited Contract During its Term

A. The continuing contract of a professional staff member, or the limited contract of a professional staff member during its term 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.

B. Any professional staff member who has been notified of intent to dismiss under this Section 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.

25.02 Limited Contract at the End of its Term

A. The probationary period for professional staff members shall be two school years. The BOARD may terminate the employment of a professional staff member under limited
contract at the end of the first or second year of employment, and the professional staff member will not have recourse to the grievance and arbitration provisions of Article 27 of this AGREEMENT. Upon request, the BOARD will provide a professional staff member whose employment is terminated during the probationary period with reasons for the termination.

B. Prior to January 31 of each school year, the ASSOCIATION shall receive a written list of any professional staff member(s) whose employment could potentially be terminated for performance reasons.

C. Commencing with the third school year of employment, the employment of a professional staff member under limited contract may only be terminated at the end of its term for cause, and such termination will be subject to the grievance and arbitration provisions of Article 27 of this AGREEMENT.

D. When a problem exists which could result in the termination of a professional staff member's employment for cause at the end of the term of a limited contract, the following procedure shall apply:

1. The professional staff member and his/her representative shall meet with the ADMINISTRATION to discuss the problem. 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.

2. A written summary of the conference shall be prepared by the ADMINISTRATION, which shall include a program for additional action and/or alternatives to be taken, and will be presented to the professional staff member within five (5) days following the discussion.

3. If the decision is made to terminate the employment of a professional staff member under limited contract at the end of its term, a final conference with the professional staff member will be held in the Human Resources Department no later than mid-April of the current contract year. The professional staff member will be given notice of contract termination on or before April 30. This
notification will be given in lieu of the notice of intention not to re-employ referred to in Section 3319.11, Ohio Revised Code.

25.03 Supplemental Contracts

A. The provisions of this section are intended by the parties to replace the statutory procedures for non-renewal of supplemental contracts set out in §3319.11, Ohio Revised Code.

B. Supplemental contracts shall terminate automatically in accordance with their terms, without notification from the BOARD.

C. Supplemental positions held by professional staff members during the current school year shall be posted only if a vacancy occurs in the position.

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 a physician designated by the ADMINISTRATION 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 physician designated by the ADMINISTRATION 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 ADMINISTRATION designated physician or the professional staff member's physician; provided, however, this shall not preclude the ADMINISTRATION designated 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 a physician designated by the ADMINISTRATION. 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 physician designated by the ADMINISTRATION, 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, that any action by the BOARD or any recommendation of the Superintendent to terminate the contract of any probationary professional staff member 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 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 seven (7) 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 seven (7) 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 seven (7) 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 seven (7) 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 Principal's immediate supervisor or the Superintendent's designee, 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 Principal's immediate supervisor, or the Superintendent's designee. Such filing in writing must take place within the thirty (30) period set forth in Section 27.04.

   c. The Principal's immediate supervisor, or the Superintendent's designee shall, within seven (7) 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 Principal's immediate supervisor, or the Superintendent's designee. Within seven (7) days after this meeting, the Assistant Superintendent, Elementary or Secondary, or the Superintendent's designee, will issue the decision along with the reasons, in writing, as to the disposition of the 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 seven (7) 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. A grievance may be filed at
Level 3 when the administrator involved at
Level 1 and 2 does not have the authority
pursuant to BOARD policy to resolve the
grievance.

b. The Superintendent or his/her designee shall,
within seven (7) 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 seven (7) 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 the authority to rule on the
arbitrability issue in addition 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 seven (7) 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. The ASSOCIATION 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.

F. All documents, communications and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participant(s).

ARTICLE TWENTY-EIGHT - DEPARTMENTALIZATION/CLUSTERING

28.01 Departmentalization

A. 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.

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

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

D. 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.

E. The Department Chairperson may work cooperatively with the professional staff members of the department and Administration to:

1. Assist in developing curriculum materials.
2. Hold departmental meetings.
3. Confer with professional staff members on instructional problems.
5. Visit classrooms on request of individual professional staff members.
6. Assist in the orientation of new professional staff members.
7. Assume responsibility for intra-departmental communication.
8. Advise on materials, supplies, and equipment.
9. Represent the department in program planning and evaluating departmental performance with the Administration.

28.02 Clustering

A. "Clustering" is a form of faculty organization that can be used at any level. A cluster is defined as a school within a school comprised of 160 students and 5
classroom teachers. Clustering is intended to provide flexibility in the identification of student needs, integration of discipline, parent contact, team teaching/teaching strategies, and in the coordination of school, family, and community resources. Clustering provides an opportunity for teachers to plan and teach as individuals and as members of the cluster team. Clustering provides students the opportunity to become knowledgeable individuals with independent identities through increased personal contact with teachers and peers in the academic community.

B. Where clusters are authorized and organized by the Superintendent in writing, Cluster Leaders shall be appointed by the Principal, after consultation with the cluster members. The Cluster Leader shall be considered a member of the teaching faculty and shall have no authority of an administrative nature.

C. 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 Cluster Leader to assist him/her in performing the functions of a Cluster Leader.

D. When cluster leaders are appointed, they may have the following duties:

1. Participate as a decision-making member of the school improvement team, and a liaison between that team and the cluster.

2. Chair cluster meetings, cooperatively planning the agenda with staff.

3. Coordinate cluster schedules; i.e., teacher and student use of time, space and resources.

4. Coordinate the collection and maintenance of necessary data pertinent to students in the cluster.

5. Coordinate the staff development process of the cluster.

6. Participate in the implementation of learning program as a cluster teacher.

7. Coordinate supportive services/resources to the cluster.
8. Coordinate cluster efforts related to student discipline.

9. Serve as a liaison between the team, administrators, parents, community, and other clusters.

10. Coordinate cluster extra-curricular activities.

11. Coordinate continuous assessment of and intervention to provide for individual student needs.

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 reviews curriculum development plans and recommends to the Superintendent or the Superintendent's designee:

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 recommending 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. Staff development for the implementation of new curriculum programs will be presented to the Joint Staff Development Committee. At least two (2) members from the Joint Curriculum Advisory Committee will act as resource persons for the Joint Staff Development 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 STAFF DEVELOPMENT COMMITTEE

30.01 The Joint Staff Development 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.
The Joint Staff Development Committee will only be involved in these functions as they relate to staff development for professional staff members.

30.02 The ASSOCIATION and the ADMINISTRATION will cooperate in providing opportunities for up-to-date professional development activities through the following guidelines:

A. A Joint Staff Development Committee consisting of fifteen (15) members will be chosen in the following way: The ASSOCIATION will select five (5) professional staff members, and the ADMINISTRATION will select five (5) administrators. Those ten (10) committee members will jointly select five (5) at-large professional staff members representing the pre-K through 12 spectrum. The SUPERINTENDENT and/or his/her cabinet, members of the Board, and the ASSOCIATION President may attend ex officio and take part in any meeting if they so desire.

B. Seven of the Committee members, consisting of three administrators, two professional staff members, and two at-large professional staff members, shall serve an initial term of one year. The remaining eight of the Committee members, consisting of two administrators, three professional staff members, and three at-large professional staff members, shall serve an initial term of two years. After completion of the initial term, all members of the Joint Staff Development Committee shall thereafter serve for a term of two years.

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

A. To review guidelines for development, implementation and evaluation of staff development programs and to communicate these guidelines to all who are charged with responsibility for design of and implementation of staff development programs.

B. To examine the existing staff development system and recommend changes to be made.

C. To offer suggestions in promoting and coordinating staff development programs, including, but not limited to WOEAA Conference Day.

D. To contribute to the development of a calendar of staff development programs.

1. Staff development programs will be evaluated by participants and results of such evaluation will be sent to the joint committee for review.
2. To publish or furnish, upon request, results of evaluations.

E. To submit to the succeeding committee 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 staff development programs to the appropriate Assistant Superintendent.

G. To designate and authorize subcommittees to assist in the implementation of staff development programs which have been approved by the SUPERINTENDENT or his/her designee.

1. The Joint Staff Development Committee shall develop guidelines for subcommittees and submit them to the appropriate subcommittee and to the appropriate Assistant Superintendent.

2. The subcommittees shall report regularly, in writing, to the Joint Staff Development Committee.

30.04 Staff development programs initiated by the ADMINISTRATION will be submitted to the Joint Staff Development Committee for review for purposes of acceptance or making recommendations for improvement.

30.05 All required attendance staff development programs conducted after regular school hours must be mutually agreed to by the ASSOCIATION and the ADMINISTRATION.

30.07 Professional staff members not subject to Article 30.06, in an effort to encourage continued personal growth and professionalism, will be required to take 7.25 hours of annual staff development. Staff development opportunities may include programs offered by district administrators, professional staff members, community agencies, university personnel and/or professional meetings outside of the school district when possible.

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 opportunity 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. Seniority as used in this Section will mean the number of years of continuous service in the summer school program, commencing with the latest date of service in such program. Professional staff members will not be considered to break seniority and will be credited with a year of seniority in summer school, if such professional staff members serve as substitutes in the summer school program, and complete at least twenty (20)
days of substitute teaching during a summer school session.

B. A list of openings for summer teaching positions shall be maintained at the Human Resources Department in a place accessible to professional staff members.

C. The variables to be weighed in considering appointments to summer school teaching positions include:

1. Certification.
2. Racial balance.
3. Seniority within the summer school program.
4. Specific professional competencies.
5. Recent teaching experience in the appropriate subject matter.
6. Attendance patterns in regular and/or past summer school sessions.
7. The applicant's demonstrated summer school performance.

Of these, seniority within the summer school program will be the most important consideration, except where other variable(s) require greater consideration. If the most senior applicant(s) do(es) not receive the appointment, he/she will be given the reason(s) in writing.

D. Applications for summer school teaching positions may be filed by March 15th in the Human Resources Department.

E. 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.

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

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

I. 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.

J. 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 racial 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.

K. Professional staff members employed by the BOARD in positions with hours that clearly conflict with summer school employment, or who are involved in BOARD sponsored professional development activities or the pursuit of additional education certification or an advanced degree, shall be ineligible for summer school employment. "Clearly conflicting" shall mean a schedule conflict which would result in the employee's absence for two or more summer school days or the equivalent thereof and which cannot be accommodated by the professional staff member flexing his/her hours in the non-summer school position. If a professional staff member with summer school seniority is prevented from teaching summer school as a result of a conflict, the employee shall be considered on leave of absence from school and the employee's summer school seniority shall not be broken by leave.

L. Professional staff members may receive an annual evaluation at the conclusion of their summer school assignment. The evaluation instrument will be jointly developed between the BOARD and the ASSOCIATION to
measure effective instruction during the summer school session.

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.

L. Professional staff members shall be paid for all regular hours of work lost when a night school class is canceled 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.

M. Full time Adult Basic and Literacy Education staff have preference for rehiring rights if there is a reduction in staff. ABLE staff will be given consideration over new hires in hiring into the regular school district program if a vacancy occurs for a position an able staff member is certified and qualified to teach.

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 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 Associate Director of Health Services will schedule one regular nurses' meeting per month. At the discretion of the Associate Director of Health Services 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 and shall be developed jointly by the ASSOCIATION and the ADMINISTRATION.

A. Assessment of school nurse's performance will be done by the Associate Director of Health Services and the building administrator.

33.05 To the extent practicable, each school building will have uniform equipment and supplies for the administration of first aid as shall be determined to be necessary by the Associate Director of Health Services.

33.06 The building principal will consult with the nurse about the establishment of a clinic area with appropriate supplies in each building. After consultation, every reasonable effort will be made to provide the following:

A. A designated clinic area with sink, toilet, chairs and other equipment necessary for clinic activities.

B. A designated area for confidential conversation, which shall be a private room.

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 the Associate Director of Health Services 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.

ARTICLE THIRTY-FOUR - LIBRARY/MEDIA CENTERS

34.01 The BOARD shall provide full time Library/Media professional staff members in each middle school and high school. Field Library/Media Specialists shall be provided at the elementary level.

34.02 The BOARD will provide an annual operating budget for library/media centers based on minimum state standards.

A. The School Faculty Council and the school Librarian/Media Center Personnel will make recommendations to the school principal for each school’s annual appropriations budget for such Library/Media Center and the planning for the development of facilities not covered in the annual operating budget in 34.02.

34.03 Existing collections may be evaluated by the School Faculty Council and/or the school librarian/media center personnel for the purpose of making recommendations to the Library/Media Services Department regarding acquisition or changes required to provide for the range of curriculum needs within each individual school building.

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

34.05 Assessment of professional staff members assigned to library/media centers will be performed on the same time schedule as the assessment schedule set for other professional staff members. The assessment document shall relate to the work of a professional staff member assigned to a library/media center, and shall be developed jointly by the ASSOCIATION and the ADMINISTRATION.
ARTICLE THIRTY-FIVE - COUNSELORS

35.01 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.

35.02 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.

35.03 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. A counselor will not be responsible for developing the master schedule for the building to which s(he) is assigned. Counselors will not be used to cover an assignment in order to provide planning time to another professional staff member.

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 clerical services necessary to carry out the duties of the counselor position.

E. Assessment of counselors will be performed on the same schedule set for teaching professional staff members. The assessment document shall relate to the work of the counselor and shall be developed jointly by the ASSOCIATION and the ADMINISTRATION.

35.04 Counselors will work the number of days set out in Section 45.03 A.5. of this AGREEMENT. Additional time may be granted upon approval of the Superintendent or his/her designee.
INDIVIDUAL AND SMALL GROUP INSTRUCTORS
OF LEARNING DISABLED STUDENTS

36.01 The ADMINISTRATION will work with the Individual and Small group Instructors of Learning Disabled Students to provide a quiet, uninterrupted place to work with students.

36.02 Individual and Small Group Instructors of Learning Disabled Students will normally instruct each assigned student for the maximum of one (1) hour per day, provided the need for such time is established, student time is available, and the instruction is approved by the designated Administrator.

36.03 Individual and Small Group Instructors of Learning Disabled Students shall be considered part-time employees of the BOARD and will be regularly scheduled to work seven (7) hours per day. Such instructors shall be paid for hours worked at the rate set forth in Article 45 of this AGREEMENT. The regular work schedule will include:

Five (5) hours student contact time
30 minutes Lunch Period
30 minutes Planning Time
One (1) hour Travel, Testing/IEP Writing and Parent/Teacher Conferences

If instructors are employed for less than seven (7) hours per day, time for planning, testing/IEP writing, and parent/teacher conferences shall be prorated according to the student contact hours worked. If an instructor is scheduled to work 5 1/2 hours per day or less, that instructor will not be entitled to a paid lunch period.

The maximum number of schools assigned to an instructor shall be three (3). The ADMINISTRATION will endeavor to limit the number of assigned schools to less than three (3) in order to maximize student contact time.

36.04 Individual and Small Group Instructors of Learning Disabled Students will be paid for scheduled holidays and recess periods as recognized by the school calendar, based on their regularly scheduled hours of work.

36.05 Assessment of Individual and Small Group Instructors of Learning Disabled Students will be performed on an annual basis, in accordance with the procedures set forth in Article 24 of this AGREEMENT. The assessment document shall relate to the work of the instructors and shall be jointly developed by the ASSOCIATION and the ADMINISTRATION.
In the event of a reduction in force among Individual and Small Group Instructors of Learning Disabled Students, the following provisions will apply in lieu of those set out in Article 23 of this AGREEMENT.

A. Instructors will be laid off by seniority, beginning with the least senior instructor. Eight-hundred seventy (870) working hours during a school year shall constitute a year of service for purposes of calculating an instructor's seniority.

B. Recall rights shall be limited to thirty-six (36) months or the period of time the instructor was employed by the BOARD, whichever is longer, and commence on the day following the instructor's last day of work.

C. Instructors who are laid off will be recalled to an individual and small group instructor vacancy or a vacancy in which they are certified and qualified to teach in inverse order of layoff. If an instructor refuses an offer of recall, said instructor's name shall be removed from the recall list.

D. Instructors on recall status shall have the responsibility for keeping the Human Resources Department informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail to the instructor's last known address. Failure to contact the Personnel Services Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turndown" of offer.

ARTICLE THIRTY-SEVEN
TEACHERS FOR HOME AND HOSPITALIZED STUDENTS

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

37.02 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.

37.03 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:

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A. Teachers of home and hospitalized students shall be considered part-time employees of the Board and will be scheduled to work a maximum of five (5) hours per day, except when compensation is due under 37.02. Such teachers shall be paid for hours worked at the rate set forth in Article 45 of this Agreement.

B. Make-up hours will be authorized as outlined in Section 37.02 above.

C. Teachers will be paid for required staff development 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.

D. 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 week prior to the holiday.

E. 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.

F. 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.

G. Preparation Time/New Students: A home instructor will receive one (1) hour preparation time for each new student assigned, so long as the total work hours for the day do not exceed five (5) hours. In addition, a home instructor will receive one (1) hour of paid time for completion of the necessary paperwork whenever a student assignment is terminated.

37.04 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 canceled assignment.
ARTICLE THIRTY-EIGHT - LONG-TERM SUBSTITUTE TEACHERS

38.01 In accordance with Section 2.02 of this AGREEMENT, a substitute teacher shall become a long-term substitute and a member of the bargaining unit on the 61st work day in the same position, and shall remain a member of the bargaining unit until terminated in said position.

38.02 A long-term substitute shall be placed on the salary schedule outlined in Article 45 at the appropriate column and step as provided for in said Article.

38.03 If an open position occurs during the first semester of a school year, it will be filled with a professional staff member on a regular limited teaching contract. If, however, an open position occurs during the second semester of a school year, the ADMINISTRATION may fill that position with a long-term substitute teacher.

38.04 The Building Principal or immediate supervisor shall evaluate a long-term substitute teacher if he/she is working in the position for more than sixty (60) work days. A recommendation will be made to the Executive Director, Personnel Services or his/her designee, regarding the long-term substitute teacher's potential for hiring as a regularly contracted professional staff member.

38.05 The appointment of a long-term substitute teacher will automatically terminate at the end of a school year, without the need for notification of non-renewal from the BOARD pursuant to the provisions of Section 3319.11, Ohio Revised Code.

ARTICLE THIRTY-NINE
SPECIAL EDUCATION WORK STUDY COORDINATORS

39.01 Special Education Work Study Coordinators will be paid in accordance with the salary schedules set forth in ARTICLE 45 of this AGREEMENT. In addition, such coordinators may be extended up to 2.5 additional pays to insure adequate coverage of student employment throughout the entire calendar year. The selection of coordinators to work extended time shall be based on seniority within the "high incidence" area and within the "low incidence" area of the student population being served. Coordinators will be notified of the work schedule for the summer break on or before April 30th.

39.02 Special Education Work Study Coordinators shall work 7.25 hours per day. The regular work hours shall be 8:00 a.m. to 3:15 p.m. The needs of the student population being served
may require that coordinators flex their work schedules between the hours of 7:00 a.m. and 8:00 p.m., as approved by the Director of Special Education.

39.03 Special Education Work Study Coordinators will work the same number of days each school year as regular classroom teachers, but the actual days worked may be flexed in order to meet the needs of the student population being served. Decisions regarding which work study coordinator(s) will work during scheduled breaks will be jointly made by the coordinators and the Director of Special Education no later than September 30 of each school year. In the event an agreement cannot be reached, the least senior coordinator(s) will be required to work the scheduled breaks.

39.04 Special Education Work Study Coordinators and the Special Education Classroom Teachers will jointly schedule time to be used for IEP development.

ARTICLE FORTY
INDIVIDUALIZED EDUCATIONAL PLANS (IEPs)
FOR SPECIAL EDUCATION STUDENTS

40.01 Elementary special education professional staff members will receive up to four (4) consecutive one-half days for each group of twelve (12) students or major fraction thereof for the purpose of I.E.P. development.

Middle School and High School special education professional staff members will receive up to five (5) consecutive one-half days for each group of sixteen (16) students or major fraction thereof for the purpose of I.E.P. development.

If a school has a total of less than the number of students outlined above professional staff members will receive I.E.P. developmental time on a prorated basis.

40.02 Other professional staff members will not be assigned additional students due to the implementation of this Article.

40.03 I.E.P. development time shall occur no later than October 11. Professional staff members shall be notified of the exact dates no later than September 1.
ARTICLE FORTY-ONE - AUXILIARY SERVICES PERSONNEL

41.01 Professional staff members in Auxiliary Services provide services to the non-public schools according to Auxiliary Services Regulations.

41.02 The work year of the professional staff members in Auxiliary Services will conform as closely as possible to the calendar of the non-public school(s) they serve.

41.03 Professional staff members who are employed as Counselors and Speech Therapists in the Auxiliary Services Program are regularly contracted professional staff members, and are considered full-time employees of the Board.

41.04 Individual and Small Group Instructors in Auxiliary Services will be regularly scheduled to work a minimum of six (6) hours per day. Such Instructors shall be paid for hours worked at the rate set forth in Article 45 of this Agreement.

41.05 The provisions of the Contract shall apply to Individual and Small Group Instructors in Auxiliary Services except for the following: Articles 4, 5, 6, 7, 9, 10, 11, 15.01, 15.02, 15.03, 15.04, 15.07, 15.10, 16, 17, 23, 28, 33, 34, 35, 36, 37, 38 and 39.

41.06 The exclusions outlined in Article 41.05 with the exception of Article 23 shall apply to professional staff members employed as Counselors and Speech Therapists in the Auxiliary Services Program.

41.07 In the event of a reduction in force among Individual and Small Group Instructors in Auxiliary Services, the following provisions will apply:

A. Instructors will be laid off by seniority, beginning with the least senior instructor. Eight hundred seventy (870) working hours, which equal 120 days of work, during a school year shall constitute a year of service for purposes of calculating an instructor's seniority.

B. Recall rights shall commence on the day following the instructor's last day of work, and shall be limited to the number of years of seniority accumulated by the instructor while employed by the BOARD.

C. Instructors will be allowed to displace a less senior Individual and Small Group Instructor for Learning-
Disabled Students, providing the Instructor has the appropriate certification to hold that position.

D. Instructors who are laid off will be recalled to an Individual and Small Group Instructor vacancy in the inverse order of layoff. If an instructor refuses an offer of recall, said instructor's name shall be removed from the recall list.

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

41.08 An Auxiliary Services Program Faculty Council will be implemented based upon the provisions of Article 5.

41.09 A handbook shall be jointly developed by the professional staff members and the program supervisors that will outline the Auxiliary Services program procedures.

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

42.01 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.

A. 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.
B. 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.

C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker'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).

D. 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 - SEVERANCE ALLOWANCE

43.01 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.

43.02 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.
43.03 Conversion Factor

All sick leave accumulated by the professional staff member, to a maximum of one hundred eighty (180) 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-five (45) days.

43.04 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.

43.05 Notwithstanding and in lieu of the provisions of 43.03 above, professional staff members shall be eligible for a severance incentive on the following basis: They must meet the criteria set forth in 43.03, be on active working status, submit a letter of notification of retirement on or before May 15, 1991, and retire June 1, 1991 through and including July 1, 1991.

The severance allowance shall be based on the following formula:

A. One-fourth (1/4) of accrued and unused sick leave days in excess of 180 days.

B. Maximum conversion days, pursuant to Article 43, shall not exceed 62.50 days.

C. Payment of such severance allowance shall be subject to STRS notification.

43.06 The following Severance Account shall be effective September, 1991:

A. Professional staff members must accumulate the maximum 250 days of sick leave to be eligible to accumulate days in the Severance Account.

Excess sick leave days beyond the 250 maximum will be transferred into a Severance Account for the professional staff member.

B. Severance Account days may not be used as sick leave days.
C. Accumulated Severance Account days will be paid at a ratio of 1 day's pay for each 4 days of accumulated Severance Account days at the time of retirement. Maximum payment of Severance Account days is limited to 45 days.

D. Severance Account days may not be used for "catastrophic illness" donations.

ARTICLE FORTY-FOUR - INSURANCE PROGRAMS

44.01 General Provisions

A. All insurance programs shall be continued for 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:

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

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

3. 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.

B. For purposes of this ARTICLE only, a "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.
44.02 Medical Insurance

A. A Medical Insurance Program shall be available in accordance with the provisions of this ARTICLE 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. 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:

Unless a properly completed application 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.

Required insurance forms shall be 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.

B. Medical insurance shall be provided to part-time professional staff members working less than thirty (30) hours per week, and at least thirty-six (36) weeks per year or who have an annual contract with the BOARD, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Number of hours regularly scheduled to work during work week</th>
<th>Portion of total premium cost for insurance to be paid by professional staff member</th>
<th>Portion of total premium cost for insurance to be paid by BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 10, but less than 15</td>
<td>1/3</td>
<td>2/3</td>
</tr>
<tr>
<td>At least 15, but less than 20</td>
<td>1/2</td>
<td>1/2</td>
</tr>
<tr>
<td>At least 20, but less than 25</td>
<td>2/3</td>
<td>1/3</td>
</tr>
<tr>
<td>At least 25, but less than 30</td>
<td>5/6</td>
<td>1/6</td>
</tr>
</tbody>
</table>
The maximum contribution by the BOARD as set out above will be applied to the current premium or the limits set forth below, whichever is less.

C. The BOARD's and Employees' contribution to the monthly premium for medical insurance shall be limited to the following:

Effective 9/1/93—Employee pays 5% of monthly premium:

$379.00 family
$151.00 single

Effective 9/1/94—Employee pays 10% of monthly premium:

$408 family
$162 single

Effective 9/1/95—Employee pays 15% of monthly premium:

$438 family
$174 single

Effective 4/2/93, all employees hired thereafter will pay 20% of the monthly premium.

D. The Medical Insurance Program shall remain in effect for all full-time professional staff members entitled to coverage 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 on the basis set forth in Section 44.05 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.
E. If during the life of this contract National Health Care Insurance is implemented, the Board agrees to pay the difference between the National Health Care Insurance premium amount and the amount up to the cap currently agreed to by the Board in order to maintain the current level of benefits.

F. The parties are committed and agree to negotiate with insurance carriers to include a premium rate for an employee and one dependent in addition to the current single and family rates, if the addition of such rate decreases the cost of the premium.

G. Long term substitutes who reach the sixty-first (61st) day in the same position in the 1992/93 school year shall be grandfathered for insurance premium payments if they are new hires into a professional staff member position in the 1993/94 school year only.

H. In the event the monthly insurance premium is anticipated to exceed the schedule, the Insurance Advisory Committee shall conduct meetings to assure the cost of the premium does not exceed the cap.

I. The Dayton Public Schools will provide health care coverage to employees and dependents. Spouses and dependents employed in other school systems or industry must elect that employer as the primary carrier.
### E. Western Ohio Option 1 Benefits

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>IN PANEL</th>
<th>OUT OF PANEL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Routine &amp; Preventative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Office Visit</td>
<td>$5 co-pay per visit</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td>2. Routine Physicals</td>
<td>$5 co-pay per visit</td>
<td>Not Covered</td>
</tr>
<tr>
<td>3. Well child care</td>
<td>$5 co-pay per visit</td>
<td>Not Covered</td>
</tr>
<tr>
<td>4. Immunizations</td>
<td>$5 co-pay per visit</td>
<td>Not Covered</td>
</tr>
<tr>
<td>5. Consultations</td>
<td>$5 co-pay per visit</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td>6. Routine Pap test</td>
<td>$5 co-pay per visit</td>
<td>Not Covered</td>
</tr>
<tr>
<td><strong>Diagnostic Lab &amp; X-Ray Exam</strong></td>
<td>100% coverage</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td><strong>Hospital ER Services</strong></td>
<td>$25 co-pay – Hosp. ER</td>
<td>$25 co-pay – Hosp. ER</td>
</tr>
<tr>
<td></td>
<td>$5 co-pay – urgent care facility</td>
<td>$5 co-pay – urgent care facility</td>
</tr>
<tr>
<td><strong>Prescription Drug Card</strong></td>
<td>$3.50 co-pay if drug cost is $17.50 or less.</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td><strong>Hospital Services (Inpatient)</strong></td>
<td>100% coverage (Prior Plan Approval required)</td>
<td>75% R&amp;C after deductible (Prior Plan Approval required)</td>
</tr>
<tr>
<td>Room and board – semi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>private room, meals, general nursing, special duty nursing, ancillary services, operating room anesthesia supplies, diagnostic/therapeutic x-ray services, lab tests, radiation therapy, drugs &amp; medications, special care units, chemotherapy and renal dialysis.</td>
<td>100% coverage (Prior Plan Approval required)</td>
<td>75% R&amp;C after deductible (Prior Plan Approval required)</td>
</tr>
<tr>
<td><strong>Physician &amp; Surgeon Services (In-Hospital)</strong></td>
<td>100% coverage</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td>Surgeon, anesthesiologist, radiologist, pathologist, specialist, etc.</td>
<td>100% coverage</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td><strong>Hospital Services (Outpatient)</strong></td>
<td>100% coverage</td>
<td>75% R&amp;C after deductible</td>
</tr>
<tr>
<td>Radiation, cobalt and radioisotope therapy, therapeutic x-ray services, ancillary services, surgery, chemotherapy and renal dialysis as medically necessary.</td>
<td>100% coverage</td>
<td>75% R&amp;C after deductible</td>
</tr>
</tbody>
</table>
### Human Organ Transplant

<table>
<thead>
<tr>
<th>Service</th>
<th>Coverage</th>
<th>Coverage Type</th>
<th>Prior Approval Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Physician</td>
<td>80%</td>
<td>Not covered</td>
<td></td>
</tr>
<tr>
<td>Anti-Rejection Drugs</td>
<td>80%</td>
<td>Not covered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>50%</td>
<td>Not covered</td>
<td>(Prior Plan Approval</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>required)</td>
</tr>
<tr>
<td>Skilled Nursing Facility Care</td>
<td>80% R&amp;C</td>
<td>Not covered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>after deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to 365 days in lieu of hospitalization</td>
<td></td>
<td>(Prior Plan Approval required)</td>
</tr>
<tr>
<td>Home Health Services</td>
<td>100%</td>
<td>75% R&amp;C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>coverage</td>
<td>after deductible in lieu of hospitalization</td>
<td>(Prior Plan Approval required)</td>
</tr>
</tbody>
</table>

### Skilled Nursing Facility Care

- 80% R&C after deductible to 365 days in lieu of hospitalization
- 75% R&C after deductible in lieu of hospitalization

### Skilled Nursing Facility Care

<table>
<thead>
<tr>
<th>Service</th>
<th>Coverage</th>
<th>Coverage Type</th>
<th>Prior Approval Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>100%</td>
<td>75% R&amp;C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>coverage</td>
<td>after deductible in lieu of hospitalization</td>
<td>(Prior Plan Approval required)</td>
</tr>
</tbody>
</table>

### Home Health Services

- 100% coverage
- 75% R&C after deductible in lieu of hospitalization

### Mental Health/Chemical Dependency

- **(Inpatient – MH/CD)**
  - 80% coverage
  - 60% R&C after deductible
  - Maximum 30 days per calendar year
  - (Prior Plan Approval required)

- **(Outpatient – MH/CD)**
  - $10 per visit
  - 50% R&C after deductible
  - Maximum 30 individual or 45 group visits per calendar year.

To receive in-panel MH/CD benefits, all care must be authorized or provided by Positive Focus.

### Appliances and Durable Medical Equipment

- 80% coverage
- 50% R&C after deductible

### Allergy/Acne Treatment

- 70% coverage
- 50% R&C after deductible

### Allergy Testing

- 80% coverage
- 50% R&C after deductible

### Physical Therapy (Outpatient)

- 80% coverage
- 50% R&C after deductible
- Max 30 visits per contract year

### Chiropractic Services

- Not covered
- 75% R&C after deductible

### Deductibles

- No annual deductible will apply to any in-panel services.
- Annual out-of-pocket maximum is $750/person or $1500/family.

### Expenses associated with Mental Health and Chemical Dependency treatment do not apply to maximum out-of-pocket limits

### Out-of-panel benefit levels are subject to an annual deductible of $200/person or $400/family.
- Annual out-of-pocket maximum including deductible is $200/person or $4000/family.

### Expenses associated with Mental Health and Chemical Dependency treatment do not apply to maximum out-of-pocket limits

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44.03 Dental Insurance

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, and 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 percent (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.
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).

44.04 Life Insurance

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 $20,000.

B. Accidental Death and Dismemberment Insurance of $20,000.

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.
44.05 **Flexible Spending Account**

A. The BOARD will make arrangements to afford individual professional staff members the option to subscribe to a Flexible Spending Account, upon written request, 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 Flexible Spending Account under the preceding paragraph, the BOARD will make quarterly contributions in the amount of four hundred dollars ($400.00).

B. The BOARD will make arrangements to afford individual professional staff members the option to subscribe to a Cash Bonus Account, upon written request, 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 Cash Bonus Account under the preceding paragraph, the BOARD will make quarterly contributions to such Account in the amount of four hundred dollars ($400.00).

44.06 **125 Plan**

The benefits provided by Section 125 of the Revenue Act of 1978 shall be made available to any professional staff member so requesting that their benefit elections be non-taxable. An amount not to exceed 50% of salary may be set aside by the professional staff member for the selection of benefits, under Section 125 of the Internal Revenue code, which includes:

Part A - Insurance premiums on payroll deduction

Part B - Medical spending account
44.07 **Continuation Coverage**

**A.** Every covered professional staff member, covered spouse of a professional staff member and/or covered dependent(s) of a professional staff member, whose group health insurance is terminated for reasons of:

1. Termination of the employment, layoff or reduction in the hours of employment, of the professional staff member;
2. Death of the professional staff member;
3. Eligibility of the professional staff member for Medicare;
4. Divorce or separation from the professional staff member; or
5. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.) shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the professional staff member, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the professional staff member or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.

**B.** Continuation coverage elected pursuant to Section 44.16 above shall terminate if any of the following events occur:

1. Premiums are not paid when due;
2. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
3. The BOARD no longer offers group health insurance coverage to its employees.
C. The provisions of Sections 44.16 and 44.17 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

ARTICLE FORTY-FIVE - SALARY SCHEDULES FOR CLASSROOM TEACHERS

45.01 A. Effective the first pay period in April 5, 1993, the following Salary Schedules for Classroom Teachers shall be in effect:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>C BACHELOR'S</th>
<th>D BA + 18</th>
<th>E MASTER'S</th>
<th>F MA + 30</th>
<th>G PH.D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22,852.75</td>
<td>23,222.97</td>
<td>24,921.87</td>
<td>25,762.35</td>
<td>27,607.53</td>
</tr>
<tr>
<td>2</td>
<td>22,852.75</td>
<td>23,222.97</td>
<td>24,921.87</td>
<td>25,762.35</td>
<td>27,607.53</td>
</tr>
<tr>
<td>3</td>
<td>22,852.75</td>
<td>23,222.97</td>
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<td>25,762.35</td>
<td>27,607.53</td>
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<tr>
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<td>38,315.82</td>
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<td>33,583.45</td>
<td>36,819.98</td>
<td>37,660.47</td>
<td>39,505.64</td>
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<tr>
<td>14</td>
<td>34,249.28</td>
<td>34,619.50</td>
<td>38,009.78</td>
<td>38,850.27</td>
<td>40,695.44</td>
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<tr>
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<td>35,655.55</td>
<td>39,199.60</td>
<td>40,040.09</td>
<td>41,885.26</td>
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<tr>
<td>20</td>
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<td>36,655.55</td>
<td>40,199.60</td>
<td>41,040.09</td>
<td>42,885.26</td>
</tr>
</tbody>
</table>
Effective the first pay period in September 1, 1993, the following Salary Schedules for Classroom Teachers shall be in effect:

<table>
<thead>
<tr>
<th>SERVICE STEP</th>
<th>C BACHELOR'S</th>
<th>D BA + 18</th>
<th>E MASTER'S</th>
<th>F MA + 30</th>
<th>G PH.D</th>
</tr>
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<td>24,151.89</td>
<td>25,918.75</td>
<td>26,792.85</td>
<td>28,711.84</td>
</tr>
<tr>
<td>3</td>
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<td>24,151.89</td>
<td>25,918.75</td>
<td>26,792.85</td>
<td>28,711.84</td>
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<tr>
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<td>29,949.23</td>
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<td>41,641.69</td>
<td>43,560.67</td>
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<tr>
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<td>37,696.73</td>
<td>38,081.77</td>
<td>41,767.58</td>
<td>42,641.69</td>
<td>44,560.67</td>
</tr>
</tbody>
</table>
45.01 C. Effective the first pay period in September 1, 1994, the following Salary Schedules for Classroom Teachers shall be in effect:

<table>
<thead>
<tr>
<th>SERVICE STEP</th>
<th>C BACHELOR'S</th>
<th>D BA + 18</th>
<th>E MASTER'S</th>
<th>F MA + 30</th>
<th>G PH.D</th>
</tr>
</thead>
<tbody>
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<td>26,955.50</td>
<td>27,864.56</td>
<td>29,860.31</td>
</tr>
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<td>26,955.50</td>
<td>27,864.56</td>
<td>29,860.31</td>
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<td>39,565.04</td>
<td>43,398.29</td>
<td>44,307.36</td>
<td>46,303.10</td>
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-112-
45.01 D. Effective the first full pay period in April, 1993, the following Salary Schedules for Occupational and Physical Therapists shall be in effect:

<table>
<thead>
<tr>
<th>SERVICE STEP</th>
<th>BACHELOR'S</th>
<th>MASTER’S</th>
<th>MASTER’S + 30</th>
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</table>
Effective the first full pay period in September, 1993, the following Salary Schedules for Occupational and Physical Therapists shall be in effect:

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<th>MASTER'S</th>
<th>MASTER'S + 30</th>
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<tr>
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<tr>
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</table>
Effective the first full pay period in September, 1994, the following Salary Schedules for Occupational and Physical Therapists shall be in effect:

<table>
<thead>
<tr>
<th>SERVICE STEP</th>
<th>BACHELOR'S</th>
<th>MASTER'S</th>
<th>MASTER'S + 30</th>
</tr>
</thead>
<tbody>
<tr>
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### 45.01 G. INCENTIVE BONUS

**Year 1 - 1.5% School year 1993/94**

<table>
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<th>Allocation</th>
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<td>Programmatic Change Process (Individual)</td>
<td>50%</td>
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<tr>
<td>Teacher Attendance (Individual)</td>
<td>25%</td>
</tr>
<tr>
<td>Relative Progress (Building) (CAT/Proficiency)</td>
<td>25%</td>
</tr>
</tbody>
</table>

**Year 2 - 2.0% School year 1994/95**

<table>
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</thead>
<tbody>
<tr>
<td>Programmatic Change Process (Individual)</td>
<td>70%</td>
</tr>
<tr>
<td>Teacher Attendance (Individual)</td>
<td>15%</td>
</tr>
<tr>
<td>Relative Progress (Building) (CAT/Proficiency)</td>
<td>15%</td>
</tr>
</tbody>
</table>

**Year 3 - 2.5% School year 1995/96**

<table>
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<th>Allocation</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programmatic Change Process (Individual)</td>
<td>100%</td>
</tr>
</tbody>
</table>

Incentive payment to be made in one payment not later than the first full pay period the following September.
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 - Professional staff members with Bachelor's degree.

Schedule D - Professional staff members 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 - Professional staff members with Master's degree.

Schedule F - Professional staff members 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 - Professional staff members 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.

Professional staff members may advance on the schedule from one degree level to another upon the completion of schedule requirements. In order to so advance, a professional staff member 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 professional staff member, 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 professional staff member as recognized by the Superintendent's Office. Professional staff members may advance a step on the schedule only at the beginning of a school year. In order to so advance, a professional staff member 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 professional staff member 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 professional staff member on the schedule.

In placing a professional staff member 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 professional staff members, 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 professional staff member 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. For purposes of placement on the salary schedule, a professional staff member hired during or after the 1987-88 school year will be deemed to have entered or re-entered the Dayton City Schools when he/she becomes a member of the bargaining unit as a long-term substitute.

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 professional staff members 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 professional staff member 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 professional staff member 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 or professional study.

d. Professional staff members 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 professional staff member, 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 professional staff member.

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 purposes, 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 professional staff member 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 professional staff member 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 service. However, in the case of professional staff members 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 professional staff members 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. Professional staff members on Service Step 20 shall receive bi-weekly pay at the Service Step 15 bi-weekly rate and shall receive the additional $1000 salary (the difference between the salary applicable to Service Step 15 and Service Step 20) in two (2) equal installments of $500 each payable on the tenth (10th) and twentieth (20th) pay period payroll distribution.

Schedule H

Salary Schedule Advancement for Staff Development

Staff development hours taken by professional staff members shall be applicable to salary schedule advancement in accordance with the following:

1) Board sponsored staff development - For every nine CEUs of Board sponsored staff development shall equal three (3) semester hours of credit for salary placement advancement.

2) Staff development taken outside the district - Every three (3) CEUs shall equal one semester hour of credit for salary schedule placement/advancement.

Board sponsored staff development shall include CEU credit. Staff development hours taken may be used in combination with graduate hours for salary schedule placement/advancement. This provision shall apply to staff development hours taken after June 1, 1993.

Schedule I

Salary Schedule Advancement for Graduate Hours

Professional staff members shall be placed on the salary schedule and shall advance through the salary schedule for graduate hours taken after conferral of the B.A. degree which meet the following requirements:

1. The hours must be reasonably related to the professional staff member's current assignments; or

2. The hours must be reasonably related to an area of certification the teacher currently possesses;
3. The hours must be part of a program leading to additional certification; or

4. The hours must be part of a program leading to an advanced degree; or

5. The hours must be requested and approved by the administration.

Headings on the salary schedule columns are stated in semester hours. Quarter hours convert to semester hours by multiplying the quarters by two thirds (2/3).

Professional staff members shall be placed on the salary schedule in accordance with the foregoing regulations effective with the 1993/94 school year. Thereafter, professional staff members shall submit courses taken for review for compliance with the foregoing criteria to the Director of Personnel's office. Course work already completed or in progress may be submitted for compliance review; however, professional staff members are encouraged to seek review as soon as practical. When courses are denied, the Association shall be informed. Hours taken for placement/advancement beyond the M.A. degree must be taken after conferral of the M.A. degree. In order to advance on the columns of the salary schedule, a professional staff member must present satisfactory evidence from the training institution, no later than the fifth day after commencement of each nine week grading period, that the necessary credits have been completed.

45.02 A. Effective the first pay period in April, 1993, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Non-Degree</th>
<th>Bachelor's</th>
<th>Masters</th>
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</thead>
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<tr>
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</tr>
<tr>
<td>4</td>
<td>19.0075</td>
<td>19.2100</td>
<td>19.4375</td>
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<tr>
<td>5</td>
<td>19.2200</td>
<td>19.4200</td>
<td>19.6500</td>
</tr>
</tbody>
</table>

B. Effective the first pay period September, 1993, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Non-Degree</th>
<th>Bachelor's</th>
<th>Master's</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.1000</td>
<td>$19.3200</td>
<td>$19.5500</td>
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<tr>
<td>2</td>
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<td>3</td>
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<td>19.7600</td>
<td>19.9950</td>
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<tr>
<td>4</td>
<td>19.7675</td>
<td>19.9800</td>
<td>20.2175</td>
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<tr>
<td>5</td>
<td>19.9900</td>
<td>20.2000</td>
<td>20.4400</td>
</tr>
</tbody>
</table>
C. Effective the first pay period September, 1994, the following Salary Schedule shall be in effect for Adult Vocational Skill Instructors -- Day:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Non-Degree</th>
<th>Bachelor's</th>
<th>Master's</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.8700</td>
<td>$20.1000</td>
<td>$20.3300</td>
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<td>3</td>
<td>20.3300</td>
<td>20.5500</td>
<td>20.7900</td>
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<tr>
<td>4</td>
<td>20.5600</td>
<td>20.7750</td>
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</tr>
<tr>
<td>5</td>
<td>20.7900</td>
<td>21.0000</td>
<td>21.2500</td>
</tr>
</tbody>
</table>

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

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

1. Individual and Small Group Instructors for Learning Disabled Students and Teachers for Home and Hospitalized Students - Teachers who regularly teach handicapped children individually in the home or in hospital are to be paid as follows for each clock hour worked:

   Effective Effective Effective
   4/93    9/93    9/94

   With 4-year College Degree $19.11 $19.87 $20.67
   Without 4-year College Degree 18.59 19.33 20.11

2. Night School Professional Staff Members - 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 professional staff members serving as high school registrars:

   Effective Effective Effective
   4/93    9/93    9/94

   With 4-year College Degree $19.11 $19.87 $20.67

3. Summer School Professional Staff Members:

   Effective 4/93 - $20.37

Regular professional staff members shall be paid at the same rate for the legal holiday, July 4th, unless it falls on a Saturday.
Substitute Summer School Professional Staff Members - The rate for substitute summer school professional staff members will be the same as regular summer school professional staff members.

4. Youth Employment Work Training (YEWT) Professional Staff Members:

<table>
<thead>
<tr>
<th></th>
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</thead>
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<tr>
<td>YEWT Program Consultant</td>
<td>$15.6366</td>
<td>$16.2621</td>
<td>$16.9125</td>
</tr>
<tr>
<td>YEWT Program Specialist</td>
<td>$18.1050</td>
<td>$18.8292</td>
<td>$19.5824</td>
</tr>
</tbody>
</table>

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 professional staff members in grades K-12.

6. Counselors - School counselors will be paid according to the schedule for regular school professional staff members for the following days of employment:

   Secondary and intermediate counselors - 205 days
   Lead secondary - 210 days
   Secondary voc. counselors - Patterson Building - 240 days

7. Librarians/Media Center Personnel - School librarians/media center personnel (secondary and intermediate) will be employed at the base pay of professional staff members for 200 days. In addition, they will be employed one week before the professional staff members' school year and one week after the close of schools at their regular base pay.

8. Resource Professional staff members - Special resource professional staff members will be employed for 210 days (one week before, one week after regular school year) at the base rate for professional staff members plus $50 bi-weekly.

   NOTE: 45.03(A)(8) et seq. shall become effective at the commencement of the 1988-89 school year.

9. Job Coordinators - Co-op High School - Job coordinators at Patterson Cooperative High School in addition to their appropriate position on the professional staff member's salary schedule shall be paid $175.00 per school year.
10. Occupational Therapists and Physical Therapists - 20.5 pays

11. Travel

a. Any professional staff member 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. Professional staff members 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.

12. Staff Development Compensation - Professional staff members attending staff development workshops on time outside the regular school day will be compensated at the rate of $7.50 per hour.

13. 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 elected to participate shall be compensated at the rate of $7.50 per hour.

14. 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, professional staff member 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
(No change of rate paid during school year as a result of changes in teaching staff salary schedule during school year)
HIGH SCHOOL

1. Band Director

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.

2. Assistant to the Band Director

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.

3. Vocal Director
   Orchestra Director

Concerts, contests, special events, NTE 10, per event .......... .35%

4. 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)

5. 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

Note: Guidelines are on file in office of Supervisor of Music, Division of
Music Education, Department of Instruction.
6. 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%

7. 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%

8. Pep Club Advisor (per year)  1.50%

9. 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%  
Ninth Grade:  .80%

10. Forensics Sponsor (NTE 8 contests per school year)  .34%

11. Cheerleader, Drill Team (NTE 2 sessions per school year)  5.00%

12. Student Council Advisor (per school year)  3.30%

13. Audio-Visual Chairperson (per school year)  2.60%  
or one unassigned period  
(optional to teacher)

14. Subject Area Chairperson (per school year)  3.20%

15. Head Coach: Football, Basketball  
1  17.00%  
2  17.50%  
3  18.00%  
4  18.50%  
5  19.00%

16. Head Coach: Wrestling  
1  11.00%  
2  11.50%  
3  12.00%  
4  12.50%  
5  13.00%

17. Head Coach: Baseball, Track, Volleyball and Soccer  
1  10.00%  
2  10.50%  
3  11.00%  
4  11.50%  
5  12.00%

18. Assistant Coaches: Football, Basketball  
1  10.00%  
2  10.50%  
3  11.00%  
4  11.50%  
5  12.00%
19. **Head Coach:** Tennis, Golf, Cross Country

<table>
<thead>
<tr>
<th>Level</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>5.00%</td>
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<td>2</td>
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<tr>
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</tr>
<tr>
<td>4</td>
<td>5.75%</td>
</tr>
<tr>
<td>5</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

20. **Assistant Coach:** Baseball, Volleyball, Track, Soccer, Wrestling

**Elementary Head**

<table>
<thead>
<tr>
<th>Level</th>
<th>Percentage</th>
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<td>4</td>
<td>5.75%</td>
</tr>
<tr>
<td>5</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

21. **Athletic Directors**

(Guidelines are on file in the Division of Athletics)

25.00%

22. **Assistant Athletic Directors**

(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.

23. **Intramural Leader** (per school year)

3.90%

24. **Intramural Assistant** (per school year)

2.00%

25. **Special Education Liaison** (per semester)

$75.00

26. **Career Exploration**

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairpersons (per school year)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Patterson Building (per school year)</td>
<td>$300.00</td>
</tr>
<tr>
<td>Chair Leaders (per school year)</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**MIDDLE**

27. **School Treasurer** (per school year)

7.50%

28. **Cluster Leader** (per school year)

3.20%

29. **Cheerleader Advisor** (NTE 2 sessions per school year)

2.00%

30. **Eighth Grade Advisor**

.70%

31. **Seventh Grade Advisor**

.70%

32. **Newspaper Advisor** (per school year)

2.00%

33. **Yearbook Advisor** (per school year)

2.00%

34. **Pep Club Advisor** (per year)

.70%

35. **Vocal Director**

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orchestra Director</td>
<td></td>
</tr>
</tbody>
</table>
| Concerts, contests, special events; NTE 10; per event | .35%

36. **Music - Theater Production**

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay</th>
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<tbody>
<tr>
<td>NTE 1 per school year (e.g. Voc. Director; Drama Director; Orchestra Director; Producer)</td>
<td>8.00%</td>
</tr>
<tr>
<td>(to be divided by</td>
<td></td>
</tr>
</tbody>
</table>

-130-
Ind. Art Instructor) participating staff with concurrence of the Supervisor of Music and the Principal

37. Band Director
   NTE 8; per performance  .35%

38. Student Council Advisor (per school year)  1.50%

39. Safety Patrol (K-3 buildings) (per school year)  2.10%

40. Book Room (per school year)  2.00%

41. Sports Coordinator
   Maximum  7.50%
   Per season  2.50%
   (Guidelines are on file in the Division of Athletics)

42. Intermural Leader (per school year)  4.00%

43. Intermural Assistant (per school year)  2.00%

44. Head Coach
   1  5.25%
   2  5.50%
   3  6.00%
   4  6.50%
   5  7.00%

45. Assistant Coach
   1  5.00%
   2  5.25%
   3  5.50%
   4  5.75%
   5  6.00%

46. Intermediate Special Education Liaison  $75.00

47. Audio-Visual Chairperson  2.0%

48. Career Exploration and Motivation Chairperson (per school year)  $350.00-$650.00

   ELEMENTARY

49. Unit/House Leader IGE (per school year)  3.20%

50. School Treasurer (per school year)  3.75%

51. Safety Patrol (per school year)  2.10%

52. Student Council Advisor (per school year)  .90%

53. Music/Art: (NTE 3 contests, concerts, or special events per school year approved by the Supervisor and Principal)  .35%

54. Intramural Activities (per school year)  3.50%

55. Book Room (per school year)  2.00%
56. **Audio-Visual Chairperson**
   
57. **Special Education Liaison (per semester)**
   $75.00

58. **Career Motivation and Career Orientation Chairpersons (per school year)**
   $350.00-$650.00

*Coordinator has data on file as to distribution.

59. **Principal Aides (per school year)**
   $750.00
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

2 Number of years in position
ARTICLE FORTY-SIX - PROGRAMMATIC CHANGE PROCESS

46.01 Every year the Board shall allocate a sum of money subject to the availability of such funds for an equitable distribution to buildings to develop annual educational enhancement and program improvement changes.

46.02 Each building shall form a team which shall include the principal, the faculty council chair and the B.A.R. to develop a programmatic change project.

46.03 The building team must secure, by secret ballot, approval of no less than two thirds (2/3) of the professional staff members before the initial programmatic change can be implemented. Only one such vote will occur each year. Participation in the program shall partially meet the requirements for an incentive payment per Article Forty-Five (45).

46.04 The programmatic change request shall be submitted by the building in writing. Each request shall be granted subject to such request containing a list of measurable goals and objectives. Additionally, an evaluation component must be included to determine whether or not the goals and objectives were met. The evaluation component should focus upon the effectiveness of instructional strategies, student learning, staff development and/or other factors identified in the request. Negotiations may occur at any time during the process. All changes in terms and conditions of employment shall be negotiated by the parties. A period of fifteen (15) days shall be set aside for bargaining unless the parties establish a different period of time for bargaining. If, at the conclusion of the bargaining period, agreement is not reached on all items, only unresolved items shall be submitted to expedited binding arbitration. The agreement shall be reduced to writing and become an addendum to this contract.

A. At the conclusion of each year the programmatic changes shall be evaluated on a building basis. Results will be shared with all professional staff members.

B. A broad based standing committee will be established to review building proposals. The review shall be limited to assuring that the plan meets the requirements above and to giving help to building teams in meeting those requirements. The committee shall consist of Association and District representatives. Other outside experts and/or parents may be added at the discretion of the committee.
46.05 PROGRAMMATIC CHANGE PROCESS - CRITERIA

A. Programmatic Change Processes must be multi-year plans.

1. INITIAL YEAR

   a. Programmatic Change Process (Acceptance and/or Progress towards implementation of initial Programmatic Change Process for the 93/94 school year).

   1. Demonstration that two-thirds of the building staff have been involved in an assessment of the building needs.

   2. Commitment by two-thirds of the building staff to engage in staff development based upon the identified building needs.

   3. Demonstration that two-thirds of the building staff was involved in the development and implementation of the building project(s).

   4. Demonstration of ten percent (10%) relative progress on the CAT/Proficiency within three (3) years by building.

   b. Teacher attendance

   c. Relative Growth on the CAT/Proficiency by building.

2. SUBSEQUENT YEAR(S)

   a. Incentive payment qualification criteria shall be as follows:

   1. The annual evaluation will provide the supporting data for continuing program implementation and/or modification setting forth measurable goals and objectives as part of the next assessment schedule.

   2. Programmatic Change Process proposals must continue to address instructional strategies, student learning, staff development and/or other factors identified by the building team.

   3. Relative growth criteria or the CAT/Proficiency exams after year three will become inclusive of the Programmatic Change Process.
B. Professional staff members to whom the programmatic change process and/or relative progress on the CAT/Proficiency does not apply will be eligible for incentive payment, pursuant to Article 45, by submission of a plan for personal professional growth and/or student learning enrichment to their administrative director.

ARTICLE FORTY-SEVEN - SMOKING IN SCHOOL BUILDINGS

47.01 Beginning with the 93/94 school year smoking will not be permitted on all BOARD property where students are primarily assigned, except where the faculty council votes to have a designated smoking area within the Building.

ARTICLE FORTY-EIGHT
ELEMENTARY INTERDISCIPLINARY PROFESSIONAL STAFF MEMBERS

48.01 Elementary interdisciplinary professional staff members (art, music, and physical education) shall receive planning time in time blocks of no less than thirty (30) minutes.

48.02 Interdisciplinary professional staff members shall be involved in the planning process prior to mainstreaming special education students.

48.03 Traveling interdisciplinary professional staff members shall be assigned to a specific group of students on a permanent basis.

48.04 Interdisciplinary professional staff members should be assigned non-instructional duties proportionate to regular classroom professional staff members.

48.05 Interdisciplinary classes shall begin on the first day that students are in attendance, circumstances permitting; however, no later than three (3) days.

ARTICLE FORTY-NINE - YEAR-ROUND SCHOOLS

49.01 The process/procedures for establishing and maintaining year-round schools will be pursuant to the programmatic change process contained in Article 46.

49.02 Overload pay will be paid in accordance with Article 11.05.

49.03 Notification of professional staff evaluation shall be held in accordance with Article 24 no later than thirty (30) student days after the beginning of the school year.
The calendar for the year-round program will be jointly developed by the year-round staff and the administrator, in accordance with Article 7 of the Agreement.

Professional staff members who teach in the year-round program may substitute teach during the year-round intersession periods. They will be assigned to the reserve teacher rotation list. The salary shall be the same amount as a reserve teacher.

Professional staff members who teach at a year-round site shall receive their salary in twenty-six (26) equal pays beginning in July of each year.

Class size limitation during intersessions shall conform to those in the regular summer school program. The rate of pay for intersessions shall not exceed the summer school rate in effect. There shall be no paid sick leave granted during any intersession period.

Professional staff members will be permitted to work in summer programs provided there is no conflict with the year-round school calendar.

Teaching vacancies that occur during the school year shall be filled with reserve teachers and shall be posted the following spring/summer.

Reserve teachers will not be used during the intersession classes.

ARTICLE FIFTY - EXTRA DUTY ASSIGNMENTS

Professional staff members (speech therapists, resource teachers, audiologists, nurses and any others whose pay rate is not covered elsewhere in this Agreement) who perform duties outside the regular school year will be compensated for extra duties based upon a negotiated rate agreed to by the BOARD and the ASSOCIATION.

Involvement in extra duties outside the regular contractual year will be voluntary on the part of each professional staff member.

The BOARD will made every effort to make sure the payment for extra duties will be made no later than one (1) month following the performance of such work.
ARTICLE FIFTY-ONE - MONTESSORI SCHOOLS

51.01 A steering committee will be established with representatives from each site. This committee will meet on a regular basis and review all Montessori issues.

51.02 Class size shall be no larger than 25 students.

51.03 The Dayton Board of Education will provide approved classroom materials appropriate to each age grouping.

51.04 Instructional aides will be provided as follows:

one per kindergarten classroom
one for every primary multi-aged grouped classroom (ages 6-9 years)
one for every two elementary multi-age grouped classrooms (ages 9-12 years)
one for every special education and Art classroom.

51.05 Resource centers at each site shall contain copies of appropriate student and teacher textbooks.

ARTICLE FIFTY-TWO - DURATION AND IMPLEMENTATION

52.01 This CONTRACT shall be effective from April 5, 1993 and continue in full force and effect for thirty-three (33) months. The parties agreed that the contract shall be in effect through December 31, 1995 unless a representation petition is filed by a rival labor organization seeking to be the exclusive representative of the professional staff members in the bargaining unit. The BOARD or the ASSOCIATION will serve 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 sixty (60) days prior to the expiration date. The Board and the Association agree to utilize an alternate settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in ORC 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B), (C).

The statutory notice requirement contained in ORC 4117.14(D), (2) will remain in effect throughout the negotiations.

52.02 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 of negotiations between the parties.
52.03 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.

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

52.05 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.

52.06 If any provision of this CONTRACT or any application of this CONTRACT to the BOARD, the ADMINISTRATION, the ASSOCIATION, or to any 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, and all other provisions of this CONTRACT shall continue in full force and effect.

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

52.08 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.
IN WITNESS WHEREOF, the parties executed this CONTRACT this 21st day of October, 1993.

DAYTON CITY SCHOOLS

By James A. Williams, Ed.D
Superintendent of Schools

By Dwight A. Washington
Designated Representative

THE DAYTON EDUCATION ASSOCIATION

By G. Keith Haws
President

By Roberta Hunter
Designated Representative
Labor Relations Consultant
Ohio Education Association

BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT

By Jean Booker
President

By David B. Puthoff
Treasurer

By Joyce Fulwiler-Shawhan
Vice-President

By Patricia Matthews
Negotiation Chairperson