3-9-1983

Dayton City School District Board of Education and Dayton Education Association (1983)

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Dayton City School District Board of Education and Dayton Education Association (1983)

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

EXTENSION

EFFECTIVE MARCH 9, 1983

Dayton Education Association

Dayton Public Schools

1983
CONTRACT EXTENSION

This CONTRACT is made and entered into this 9th day of March, 1983, by and between the BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT, hereinafter referred to as "BOARD", and the DAYTON EDUCATION ASSOCIATION, hereinafter referred to as "ASSOCIATION".

WHEREAS, the BOARD and the ASSOCIATION are parties to a MASTER CONTRACT which was entered into on December 17, 1979, and extended on March 25, 1982, and was stated by its terms to continue in full force and effect until December 31, 1982 and further extended thereafter on December 21, 1982.

WHEREAS, the BOARD and the ASSOCIATION are parties to an AGREEMENT dated December 29, 1980, and extended on March 25, 1982, which established the Salary Schedules and Insurance Benefits for professional staff members and extended the MASTER CONTRACT until December 31, 1982 and further extended thereafter on December 21, 1982.

WHEREAS, the BOARD and the ASSOCIATION have reached agreement to conclude the negotiations required at this time and thereby have the MASTER CONTRACT dated December 17, 1979 and the AGREEMENT dated December 29, 1980 both remain in full force and effect, until December 31, 1983.

IT IS HEREBY AGREED AS FOLLOWS:

(1) Article Forty-Two - DURATION AND IMPLEMENTATION, Section 42.02 of the MASTER CONTRACT dated December 17, 1979, and paragraph 6 of the AGREEMENT dated December 29, 1980, shall be changed to read as follows:

"42.01 A. This CONTRACT shall be effective from December 17, 1979, and shall continue in full force and effect until December 31, 1983, and from year to year thereafter (subject, however, to the reopening provided for in paragraph B of this Section), unless either the BOARD or the ASSOCIATION serves written notice on the other of its intention to either terminate, amend or modify this CONTRACT not more than ninety (90) and not less than sixty (60) days prior to the expiration date, December 31, 1983, or the end of the yearly extension period."
B. This CONTRACT may be reopened should additional funds from any funding source become available to the BOARD, above those estimated by the BOARD on the effective date of this CONTRACT and attached hereto as an addendum. Either the BOARD or the ASSOCIATION shall have the right to reopen this CONTRACT on any or all Articles contained herein by serving written notice on the other party of its desire to reopen said CONTRACT. Once written notice to reopen this CONTRACT has been served by either party to the other, negotiations shall begin not more than thirty (30) days after such notice. If after negotiations commence both sides mutually conclude that economic conditions of the district preclude obtaining a settlement, then the reopening may be tabled subject to future reopening by either party.

IN WITNESS THEREOF, the parties executed this CONTRACT this 9th day of March, 1983.

DAYTON CITY SCHOOLS

By ____________________________
Dr. A. Bernard Hatch,
Superintendent of Schools

By ____________________________
Robert S. Weinman,
Assistant Superintendent

THE DAYTON EDUCATION ASSOCIATION

By ____________________________
Ward V. Rountree, III,
President

By ____________________________
Judy Warren,
Negotiations Chairperson

By ____________________________
Stuart I. Miller,
DEA Executive Director,
UTP UniServ Consultant

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By ____________________________
Susan Sibbing,
President

By ____________________________
Daniel L. Carozza,
Treasurer
Dayton City School District  
Estimated Revenue  
For Calendar Year 1983

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<td>Beginning Fund Balance</td>
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<td>Beginning Balance + Revenue</td>
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Therefore:

If revenues for 1983 increase above $86,024,000 then either party may effect the reopener as specified in 42.01B.
EFFECTIVE: 1983-84 SCHOOL YEAR

DAYTON EDUCATION ASSOCIATION

MASTER CONTRACT AMENDMENT

WHEREAS, the MASTER CONTRACT dated December 17, 1979 and extended through December 31, 1983 is hereby amended as follows:

ARTICLE 10 SECTION 10.03

B. Elementary (Grades 1-6)

C. Intermediate (Grades 7-9)

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

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

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

D. High School (Grades 10-12)

ARTICLE 11

11.02 Elementary (4-6)

11.03 Intermediate (7-9)

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

11.04 High School (Grades 10-12)

NOTE: Remainder of Article renumbered accordingly.
IN WITNESS WHEREOF, the parties executed this Amendment
this 9th day of March, 1983.

DAYTON CITY SCHOOLS

By Dr. A. Bernard Hatch, Superintendent of Schools

By Robert S. Weinman, Assistant Superintendent

THE DAYTON EDUCATION ASSOCIATION

By Ward V. Rountree, III, President

By Judy Warren, Negotiations Chairperson

By Stuart Miller, DEA Executive Director, UTP UniServ Consultant

BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT

By Susan Sibbing, President

By Daniel L. Carozza, Treasurer
Assistant Employee Relations
/Superintendent of Dayton Public Schools
348 West First Street
Dayton, OH 45402

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

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/84

Respondent:

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

Dayton Ohio Ed of Educ Prof Staff

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

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

Sincerely yours,

JANET L. NORWOOD
Commissioner

Robert S. Weinman, Asst. Supt., Employee Relations
Dayton Public Schools, 348 West First Street, Dayton, Ohio 45402

1. Approximate number of employees involved 1,700
2. Number and location of establishments covered by agreement 52
3. Product, service, or type of business Public education
4. If your agreement has been extended, indicate new expiration date December 31, 1983

BLS 2452 (Rev. Mar. 1983)