

TENTATIVE AGREEMENT

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 vital for the accomplishment of this objective.
- B. Except to the extent specifically modified by the terms of this CONTRACT, the Dayton Board of Education (hereinafter referred to as BOARD) has all powers, rights, and reserve 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 CONTRACT, 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 CONTRACT, 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 goal of the Dayton Board of Education with the concurrence of the Dayton Education Association is to support a competitive economic package, improve public image, provide effective discipline, facilitate strong communication, and provide effective administration as essentials to the recruitment and maintenance of qualified teachers.


DEA 1/11/17


Board 1/11/17

TENTATIVE AGREEMENT

- 1.03.6 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 press releases by the BOARD. Such documents shall be sent to the ASSOCIATION by email at the time they are released to the public.

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 1/11/17
Board

TENTATIVE AGREEMENT

- 1.05.6 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:
- A. 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.
 - B. 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.


DEA 1/11/17


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- 2.09.2 Adoption of the aforesaid CONTRACT shall be accomplished upon ratification by the membership of the ASSOCIATION and ratification by the BOARD. Signature of the completed CONTRACT shall occur within ten (10) days after ratification by both parties.

Upon reaching final tentative agreement on the contract, both parties will meet within fourteen (14) days to go over all changes in the contract and verify the accuracy of the successor agreement. The contract and all appendices, table of contents and index shall be posted on the District web-site within thirty (30) days of the signing of the agreement.


DEA 1/11/17


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3.05 Notification of Adjustment to ASSOCIATION

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 by the Professional Staff Member of such adjustment at the time it is given.


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3.07.1 Informal Procedure

A Professional Staff Member with a potentially grievable incident shall discuss it with the Principal of the school to which the Professional Staff Member is regularly assigned or, in the case of traveling Professional Staff Members, in the event the subject matter 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 at this level shall be without precedent to either the ADMINISTRATION or the ASSOCIATION for any purpose whatsoever.


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3.09 Right to File a Grievance

The ASSOCIATION shall have the right to file a grievance with respect to rights or privileges granted to the ASSOCIATION, its officers, or its representatives if the subject matter involves an alleged violation of this CONTRACT.


DEA 1/17/17


Board 1/11/17

TENTATIVE AGREEMENT

ARTICLE TWELVE CLASS SIZE

12.01 Primary School (K-3)

The class size in each homeroom in the primary division of an elementary school should be no greater than the following number of students per one (1) regular classroom Professional Staff Member

Grades K & 1 - 25 students

Grades 2 & 3 - 27 students

The class size in art, music, technology, and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education Professional Staff Member:

Grades K & 1 - 25 students

Grades 2 & 3 - 27 students

12.02 Elementary School (4-6)

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

Grades 4 through 6 - 29 students

The class size in art, music, technology and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education Professional Staff Member:

Grades 4 through 6 - 29 students

12.03 Middle School (7-8)

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

12.04 High School (9-12)

The pupil load will not exceed 170 pupils per day for high school Professional Staff Members. 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 physical education, technology, and music, and all other programs involving group or unit participation or involving laboratory work are excluded from this provision.


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TENTATIVE AGREEMENT

50.07 Staff Development Compensation

Professional Staff Members attending staff development workshops on time outside the regular school day will be compensated at the rate of \$25.00 per hour.


DEA


Board 1/11/17

TENTATIVE AGREEMENT

**ARTICLE FIVE
JOINT ADMINISTRATION/ASSOCIATION MEETINGS**

The Superintendent or his/her designee(s) shall meet at least once a month with the representatives of the ASSOCIATION to discuss Association concerns. If no agenda item has been proposed in advance of the monthly meeting, the meeting will be cancelled.


SEA


Board

TENTATIVE AGREEMENT

ARTICLE SIX JOB DESCRIPTION

6.01 Description Requirement

There shall be a job description for each of the positions named in this CONTRACT which are to be maintained by the BOARD in the Human Resources Department. The ASSOCIATION shall be given a copy of each of these job descriptions.


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Board

Tentative Agreement

**ARTICLE SIXTY-THREE
NON-PUBLIC SCHOOL ASSIGNMENTS**


63.01 Work Year

The work year of the Professional Staff Members assigned to non-public schools will conform as closely as possible to the calendar of the non-public school(s) they serve.

63.02 PSMs in Non-Public School Assignments

Professional Staff Members who are employed and who provide services at non-public schools are regularly contracted Professional Staff Members and are considered full-time employees of the BOARD unless that employee is otherwise classified as a part-time employee for purposes of benefits under Board policy.


DEA

 2/17/17
Board

TENTATIVE AGREEMENT

ARTICLE NINE BUILDING PROCEDURES

9.01 Handbooks

Each Principal will provide each Professional Staff Member assigned to the building with a written and/or electronic copy of that building's Handbook, written rules, regulations and/or procedures at the beginning of the school year.

9.02 Changing School Procedures

All changes in building procedures and practices shall be in accordance with Section 10.04.

9.03 Building Calendar

With the exception of unforeseen activities or unscheduled school events, each Principal will provide each Professional Staff Member with a hard-copy written and/or electronic monthly bulletin detailing school activities for that month.


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12.05 Overload Payment

In the event circumstances deem it necessary to exceed the maximum class size limit, as outlined in Sections 12.01, 12.02, 12.03 12.04, and 12.10, upon request, written reasons will be given to the Professional Staff Member with copies sent to the ASSOCIATION and the Human Resources Department, and the following provisions shall apply:

- 12.05.1 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.
- 12.05.2 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.
- 12.05.3 The maximum student overload in any class shall be four (4) students.
- 12.05.4 Overload payments under this section will not exceed \$600 per semester or \$1,200 per school year.

12.06 Special Classes

- 12.06.1 The class size in special subjects in high schools, such as, laboratory and industrial arts courses will be determined by the Building Principal. The class size for vocational classes shall not exceed state standards where applicable.
- 12.06.2 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.

12.07 Special Education Classes

Classes for students who have been identified as needing special education services will be limited to the maximum number allowed under applicable state standards. In accordance with state and federal guidelines, a continuum of service options will be provided to eligible students. Any Professional Staff Member who teaches the special education student shall be involved in the IEP process.

12.08 Duties of Paraprofessionals During Special Activity Class

The paraprofessional assigned to the homeroom will accompany the homeroom class to a special activity class. By mutual contract of the Professional Staff Members involved, the aide may stay with the homeroom Professional Staff Member.

12.09 Date for Determination of Class Size

Determination of class size for purposes of this article will be made no later than thirty-five (35) school days from the date of the official opening day for students.

12.10 Class Size of a Combined Grade Level Class

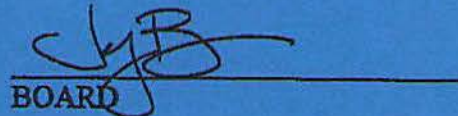
Elementary Professional Staff Members assigned a combination class (two grade levels) will have a class size less than other classes of comparable grade levels within that building.

Professional Staff Members assigned a combination class of two levels and/or subject areas shall have the following maximum class size:

Grade K: Will not have combination classes as defined in this Article
Grades 1-2: 22 students
Grades 3-4: 24 students
Grades 5-6: 26 students

In the even circumstances deem in necessary to exceed this maximum class size limit,
the Overload Payment provisions in Article 12.05 shall apply.


DEA


BOARD

Date: February 6, 2017

TENTATIVE AGREEMENT

ARTICLE TWENTY-THREE PERSONNEL RECORDS

23.01 Establishment of a Personnel File

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:

- Application for employment, including references
- Copy of latest contract, properly signed
- Copy of latest salary notice
- Ohio teaching certificate
- Personal record card
- Personal and professional data form
- Transcript of college credits showing the official record of the degree granted, original or certified copy
- Record of military service
- Record of tuberculosis test
- Other documentation which has been properly placed in the file

23.02 Inclusion of Materials into the File

Each Professional Staff Member's official personnel file shall be maintained in the Human Resources Department. A Professional Staff Member shall be notified of the intent of the ADMINISTRATION to place any negative or potentially adverse 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 unless required to be initially kept confidential due to a recognized disciplinary or grievance process. The Professional Staff Member shall acknowledge that (s)he 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

TENTATIVE AGREEMENT
ARTICLE TWENTY SEVEN
PROFESSIONAL ACCOUNTABILITY

To be deleted in its entirety.


BEA


Board

TENTATIVE AGREEMENT

ARTICLE THIRTY-TWO PROFESSIONAL DEVELOPMENT COMMITTEE

32.01 Professional Development Committee

In accordance with O.R.C. 3319.22 the parties agree to establish a committee called the Local Professional Development Committee. The LPDC is charged with collecting, analyzing and effectively using data and current best practices to identify issues and recommend solutions to increase instructional proficiency and student achievement.

- A. This committee shall consist of at least five (5) members appointed by the ASSOCIATION President and at least five (5) members appointed by the Superintendent. One of the Superintendents appointees will be a principal employed by the district. The parties agree that the committee membership may be enlarged, by mutual consent of both parties to include, but not limited to, external individuals with the expertise in staff development, building performance and continuing contracts.
- B. Appointments to the LPDC shall be made annually on or before May 1st. The term of office for members serving on the committee shall be three (3) years commencing July 1st. One third of the committee shall be appointed each year. When an appointee removes herself/himself from the committee during the year, a replacement appointment will be made by the ASSOCIATION President or the Superintendent.
- C. The appointments shall be made by each party outlined above by notifying the other of those appointed.

32.02 Approval of Plans

This committee will be responsible for monitoring its recommendations regarding staff development, building performance and continuing contracts; and for approving and reviewing personal development plans for course work, continuing education units and/or other equivalent activities.

- 32.02.1 This committee will be responsible for keeping records of all applications for licensure and the disposition thereof.

32.03 Meetings of LPDC

This committee will meet as determined by committee. The committee may be convened by the request of two (2) sitting members to deal with emergency situations.

32.04 Consensus Decision Making

To the extent practical, decisions of this committee will be made by consensus. When consensus is not possible the decision will be made by a majority vote of the committee members present and voting.

32.05 LPDC Committee Training

1/25/17 at 1:30 p.m.

Article 17

Board's initial Proposal

RE: STUDENT TEACHERS

WITHDRAWN

Article 34

Board "Counter" 2/8/17

Time: 1:40

TA

34.02 Participation in the Sick Leave Bank

Any new employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank and must do so by ~~September~~ October 15 of each year. This includes new employees who are advanced five (5) days.

TA for DEA:



TA for Board:

 2/8/17

Board Counter
2/8/17
Time: 3:40

DEA Counter
2/8/17 5:15 PM

Tentative Agreement

To include all previous agreements between the parties...

**ARTICLE FORTY-SIX
JUST CAUSE/TERMINATION OF
CONTRACTS/NON-RENEWAL OF CONTRACTS**

46.01 Termination of Continuing Contract or Limited Contract During Its Term

46.01.1 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 good and just cause. All procedures in Article Forty-Six must be followed before a decision to terminate for performance is made. 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 and ~~Article Forty-Eight the progressive discipline article of this~~ Article 48 ~~contract~~. Any employee who has received a notice of intention to terminate his/her contract by the BOARD shall have the right, within ten (10) days of the receipt of the notice, to either proceed with a case under Section 3319.16, Revised Code, or to have his/her case decided by an arbitrator pursuant to Article 3.07.2.D (Arbitration).

46.01.2 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.

46.02 Non-Renewal of Non-Probationary Limited Contract

46.02.1 Just Cause

No Professional Staff Member on a non-probationary limited contract shall be adversely evaluated, disciplined, non-renewed or reduced in rank or compensation without just cause. The just cause standard shall apply to all proceedings under Ohio Revised Code Section 3319.16.

PSMs on a limited contract shall be afforded just cause rights for evaluation, discipline, or non-renewal beginning at the start of the third year of employment.

46.02.2 Jurisdiction

The provisions of this article are intended to supersede the provisions of Ohio Revised Code Sections 3319.11 and 3319.111.

46.02.3 Non-renewal of Limited Contract at the End of Its Term

The BOARD will provide reasons for non-renewal to a Professional Staff Member whose contract is non-renewed during the probationary period under this clause.

When a problem exists which could result in the non-renewal of a Professional Staff Member's employment for cause at the end of the term of a non-probationary limited contract, the following procedure shall apply:

A final conference with the Professional Staff Member will be held in the office of the Executive Director of Human Resources no later than mid-April of the current CONTRACT year. The Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in Section 3319.11, Ohio Revised Code.

46.03 Non-Renewal of Probationary Limited Contract

Professional Staff Members on a limited contract shall be afforded just cause rights for non-renewal in the third year of employment.

The first two (2) years of employment of a professional staff member will be considered a probationary period. ~~During this probationary period, the performance of the professional staff member will be assessed under the Level I evaluation as described in Article 45 of this agreement.~~


Just cause rights, in terms of non-renewal do not apply to professional staff members during the probationary period. The limited contract of a probationary Professional Staff Member may be non-renewed at the end of its term for any non-discriminatory reason at the discretion of the Board of Education. However, the BOARD will provide reasons for non-renewal to a Professional Staff Member whose contract is non-renewed during the probationary period.

A final conference with the Professional Staff Member will be held with the Executive director of Human Resources when a problem exists which could result in the non-renewal of a probationary Professional Staff Member. This conference will take place no later than April 15th of the current Contract year. The probationary Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in section 3319.11, Ohio Revised Code

DEA:



Board:



2/10/17

9:05 a.m.

Article 44 - Counter to Board's own original proposal
2/10/17 (Time: 1030am)

DEA counter proposal
2/10/17
Time: 1:30

ARTICLE FORTY-FOUR
LEAVE FOR NATIONAL AND STATE OFFICERS OF ASSOCIATION,
POLITICAL LEAVE FOR PROFESSIONAL IMPROVEMENT THROUGH
TRAVEL, PROFESSIONAL STUDY OR COMMUNITY SCHOOL

44.01 Entitlement to Leave for National and State Officers of ASSOCIATION, Travel, or Professional Study

44.01.1 A leave without pay 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 only if the Board agrees that the travel leave requested directly inures to the benefit of the District upon Board approval.

44.01.2 A leave without pay in order to run for, or serve in, a public office related to the provision of education will be granted for the term of the office.

44.01.3 Upon request of the ASSOCIATION, a Professional Staff Member elected to a state or national office of an affiliated professional organization the OEA or NEA will be granted a leave for the term of the office. The PSM during the leave will be reimbursed by the organization.

Board counter
2/10/17
Time: 1:30

44.01.4 A leave without pay 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.

44.01.5 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.

44.02 Application

44.02.1 Any leave listed in this article must be applied for in writing to the Human Resources Department with proof of office or course of study. The written request for such travel leave must include an itinerary and an outline relating it to professional growth.

~~44.02.2 The application should further outline why the leave is beneficial to the District.~~

~~44.02.3 To obtain leave for professional travel, public office, and/or professional study, the employee must agree in writing to work in the District for at least three (3) years upon return from the leave.~~

44.03 Accumulation

44.03.1 Association political leave shall be granted for limited to a ^{two terms} single term of the office.

44.03.2 Professional improvement through travel leave will be for one (1) school year, but no longer than a school year.

44.03.3 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.

Withdraw deletion of Articles 44.04, 44.05, 44.06, 44.07 and 44.08

TA: Board



DEA



Tentative Agreement
2/10/17

ARTICLE FORTY-THREE
LEAVE FOR SERVICE IN SPECIAL GOVERNMENTAL ASSIGNMENTS

43.01 Entitlement to Leave for Special Governmental Assignments

- 43.01.1 An unpaid leave 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.
- 43.01.2 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.
- 43.01.3 In cases in which military or governmental service requires special absence from the school district of considerable duration, a leave for more than two (2) years will be granted at the discretion of the Superintendent.

43.02 Application

A Professional Staff Member shall submit a request in writing for the leave and shall attach documentation of the special government assignment.

43.03 Insurances

A Professional Staff Member on a leave for special assignment may continue all insurance programs outlined in Article Forty-Nine, by paying the entire cost of benefits, which is to be paid 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.

43.04 Seniority

A Professional Staff Member on an unpaid leave for special government assignment will not accrue seniority but will not be considered to have broken seniority.

43.05 Assignment Upon Return from Leave for Special Government Assignment

A Professional Staff Member returning from a leave for special government assignment shall be assigned to a comparable position held before the leave for which (s)he is certified/licensed.

43.06 Employment While on Special Government Assignment Leave

The Professional Staff Member is expected to be employed on this leave.

43.07 Placement on the Salary Schedule

Up to two (2) years service credit on the salary schedule will be granted to the employee on leave for service in special governmental assignment, as determined by the Superintendent.

DEA:

Board:

2/21/17

Article 56

RE: LIBRARY/MEDIA CENTER

Board's initial Proposal is WITHDRAWN

Board Counter
Articles 40 and 41
Time: 3:00

2/21/17

TA

ARTICLE FORTY UNPAID MEDICAL LEAVE

40.01 Entitlement to Unpaid Medical Leave

A Professional Staff Member shall be entitled to an unpaid medical leave due to personal illness, disability (including maternity/paternity), ~~adoption leave or~~ for serious illness in the immediate family. Nothing in this article shall limit a Professional Staff Member's rights under the federal Family Medical Leave Act.

40.02 Application

An application for medical leave without pay due to personal illness, disability (including maternity/paternity), ~~adoption leave or~~ for serious illness in the immediate family 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 unpaid medical leave. Any request for extension of leave for personal illness will be accompanied by a physician's statement.

40.03 Accumulation of Leave

This unpaid medical leave 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.

40.04 Insurances

40.04.1 The medical insurance program shall remain in effect for all Professional Staff Members entitled to coverage during any period when such Professional Staff Member is on unpaid medical leave up to ninety (90) days.

40.04.2 A Professional Staff Member on an unpaid medical leave may continue all insurance programs outlined in Article Forty-Nine ~~at his/her own expense,~~ after the expiration of insurance as stated in Section 49.06, by paying the entire monthly cost of benefits, which is to be paid 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.

40.05 Seniority While on Unpaid Medical Leave

A Professional Staff Member will not have been considered to have broken seniority, but for any leave which is longer than eighty (80) consecutive work days in any one school year, he/she will not accrue seniority.

40.06 Assignment upon Return from Unpaid Medical Leave

40.06.1 A Professional Staff Member will be assigned to the same position if the leave was for less than a semester. A Professional Staff Member will be assigned to

a similar position for which (s)he are certified/licensed if the leave exceeds a semester.

40.06.2 Return from unpaid medical leave prior to the stipulated expiration date shall be required when:

A. The need for leave no longer exists or

B. The ADMINISTRATION has a need to fill a vacancy, and the need for leave no longer exists.

40.06.3 When granted an unpaid medical leave 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.

40.07 Employment While on an Unpaid Medical Leave

A Professional Staff Member shall not be otherwise employed during unpaid medical leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of the leave and of employment.

40.08 Placement on Salary Schedule

A Professional Staff Member will not be given credit on the salary schedule for unpaid medical leave.

40.09 NEW ARTICLE

FMLA Entitlement

The employer will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of sick leave. In complying with the FMLA, the employer will adhere to the requirements of the Collective Bargaining Agreement, applicable federal and state laws and regulations. The Board reserves the right to use a third party vendor to manage its FMLA obligations and the use of FMLA leave by Professional Staff Members.

**ARTICLE FORTY-ONE
UNPAID CHILD CARE LEAVE**

41.01 Entitlement to Unpaid Child Care Leave

A leave without pay for the purposes of caring for a child of the Professional Staff Member or for purposes of adopting a child will be granted after one (1) complete year of service in the Dayton Public School system or after a contract has been granted for a second year of service.

41.02 Application for Unpaid Child Care Leave

A request for an unpaid childcare leave must be made in writing to the Human Resources Department.

41.03 Accumulation of Unpaid Child Care Leave

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

41.04 Insurances

A Professional Staff Member on unpaid childcare leave may continue all insurance programs outlined in Article Forty-Nine at his/her own expense by paying the entire monthly cost of benefits, which is to be paid 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.

41.05 Seniority

Any Professional Staff Member on unpaid childcare leave will not accrue seniority but will not be considered to have broken seniority by taking a leave for childcare.

41.06 Assignment upon Return from Child Care Leave

A Professional Staff Member will be assigned to the same position if the leave was for less than ninety (90) consecutive work days. A Professional Staff Member will be assigned to a similar position for which (s)he is certified/licensed, if the leave is for ninety-one (91) work days or longer.

41.07 Employment While on Unpaid Child Care Leave

A Professional Staff Member shall not be otherwise employed during an unpaid childcare leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of leave and employment.

41.08 Placement on Salary Schedule

A Professional Staff Member will not be given credit on the salary schedule for unpaid child care leave.

TA 2/21/17


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Board

TENTATIVE AGREEMENT
2/21/17

ARTICLE TWENTY-TWO
SENIORITY

22.01 Definition of Seniority

Seniority will mean the number of continuous years of service commencing with the latest date of employment, except as set forth herein. Service rendered beyond the normal work year of the Professional Staff Member will not be counted toward seniority.

22.02 Accumulation of Seniority

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 (Section 25.07) who works as a substitute teacher and completes at least 120 days of teaching as a substitute teacher during one 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. Less than 870 hours shall be prorated.

22.03 Breaking of Seniority

A Professional Staff Member on approved leave of absence will not be considered to have broken seniority during the time they were not on active working status. A layoff or time spent on disability retirement shall not be a break in seniority. An employee's seniority shall be broken upon resignation, retirement or discharge.

22.04 Breaking the Seniority Ties

In the event that two or more employees in the same area of certification share the same seniority date of hire, the ties shall be broken by using the last four (4) numbers of the Professional Staff Member's Social Security number. The lower Social Security number shall mean that Professional Staff Member has the higher seniority.

22.05 Seniority while on Leave

A Professional Staff Member on any approved leave shall only accrue seniority if it so states in the specific leave section of this agreement.


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Tentative Agreement
2/22/17

**NEW ARTICLE
EVALUATIONS OF LICENSED SCHOOL NURSES**

Competency in School Nurse Practice, which has been adopted as the tool by which all licensed school nurses are evaluated, shall be incorporated herein and attached as Appendix [] to this Agreement.


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Board

**TENTATIVE AGREEMENT
MARCH 8, 2017**

**ARTICLE THIRTEEN
FACULTY MEETINGS**

13.01 Purpose of Faculty Meetings

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, Professional Staff Member-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.

13.02 Extended Faculty Meetings

The Principal may also schedule one regular faculty meeting per month which extends beyond the Professional Staff Member day. Faculty meetings which extend beyond the Professional Staff Member day may be scheduled by the Principal with consensus of the Faculty Council and may extend sixty (60) minutes beyond the Professional Staff Member day. Meetings in excess of this one (1) regular meeting require the consensus of the School Faculty Council.

13.03 Posting of Agenda for Faculty Meeting

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.



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Board

TENTATIVE AGREEMENT

ARTICLE FIFTEEN TEACHING ENVIRONMENT, SUPPLIES AND FACILITIES

15.01 Environment

- 15.01.1 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.
- 15.01.2 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.
- 15.01.3 Standards set forth above will be maintained. If standards are not met, issue will be discussed with Building Principal and Faculty Council. An action plan will be developed with the assistance of the Assistant Superintendent and head of Building Maintenance. If after 30 days the action plan has not caused a change in conditions, a grievance may be filed in compliance with Article Three of this CONTRACT.
- 15.01.4 Use of the school public address system at other times is recognized as being potentially disruptive of the classroom learning situation. All daily routine announcements over the school public address system should be made during the homeroom period or designated announcement period. The Building Principal shall give consideration to the potential for disruption prior to approving use of the school public address system at times other than the homeroom period or designated announcement period.
- 15.01.5 Each classroom shall have a usable desk and chair, chalkboard and/or whiteboard and bulletin board space to complement the Professional Staff Member's instruction. Bulletin boards shall be located in accessible positions.

15.02 Professional Staff Members Use of Equipment

A duplicating machine and/or copy machine, computer, printer, and paper will be made available in each school for the use of Professional Staff Members in preparing instructional materials.

Available computer, printers 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.

15.03 Phone Facilities

Existing school phone facilities shall be made available to Professional Staff Members. 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. Professional Staff Members will not use personal electronic devices during instructional time for personal use.

15.04 Other Supplies

Audio-visual equipment, supplies and other materials necessary to teach assigned courses will be provided. Approved textbooks and Professional Staff Member editions of all approved textbooks (when available for purchase) for the Staff Member assigned to teach from the approved textbook, will be provided.

15.05 Facility Council

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.

15.06 Dress Code

Professional Staff Members are expected to dress in appropriate attire in the workplace.



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Board

ARTICLE THIRTY
DEPARTMENTALIZATION/CLUSTERING

30.01 Departmentalization

- 30.01.1 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.
- 30.01.2 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.
- 30.01.3 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.
- 30.01.4 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.

30.02 Clustering

- 30.02.1 A cluster is defined as a school within a school comprised of 160 students and 5 classroom Professional Staff Members. "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.
- 30.02.2 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.
- 30.02.3 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 *teacher* Building Principal has the discretion to adjust the teaching load of a Cluster to assist him/her in performing the functions of a Cluster Leader. *N*


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Board

TENTATIVE AGREEMENT

Article 37

March 8, 2017

**ARTICLE THIRTY-SEVEN
PROFESSIONAL LEAVE BENEFITS**

37.01 Professional Leave Benefits

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.

37.01.1 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.

37.01.2 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 or his/her designee, 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.

37.02 Application for Professional Leave Benefits

The professional Staff Member shall submit his/her application for professional leave for a conference at least twenty (20) calendar days in advance of the event.

37.03 Accrual of Professional Leave Benefits

Professional leave shall not accrue.

37.04 Professional Leave Benefits

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



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**ARTICLE THIRTY-NINE
ASSAULT LEAVE**

39.01 Entitlement to Assault Leave

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 paid assault leave provided the Professional Staff Member satisfies the condition set forth in Section 39.02.

39.02 Application for Assault Leave

- 39.02.1 Within ten (10) days of the incident, 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.
- 39.02.2 The Professional Staff Member must submit to the Superintendent verification from an attending physician that the Professional Staff Member is physically disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- 39.02.3 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 the Professional Staff Member, such may be provided by the BOARD as approved in advance by the Superintendent of Schools.
- 39.02.4 The Professional Staff Member shall be required to file for Workers' Compensation.
- 39.02.5 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.

39.03 Accumulation of Assault Leave

The maximum number of days for which assault leave shall be payable to any Professional Staff Member shall be forty-five (45) days, less any Salary Continuation paid to employees.

39.04 Insurances

All insurances will remain in effect while the Professional Staff Member is on assault leave.

39.05 Seniority

A Professional Staff Member shall continue to accrue seniority while on assault leave.

39.06 Assignment Upon Return from Assault Leave

A Professional Staff Member shall be placed in his/her same assignment upon return from assault leave unless the PSM requests and is granted an immediate Administrative Transfer.

39.07 Worker's Compensation while on Assault Leave

The Professional Staff Member is entitled to all benefits under Article 64 – Salary Continuation/Transitional Duty. The twelve (12) weeks of Salary Continuation shall be concurrent with the forty-five (45) days of assault leave.

39.08 Assault Leave Chargeability

Assault leave shall not be chargeable against sick leave unless the contingencies specified in 39.02.5 are present.



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Board

TENTATIVE AGREEMENT
Article 47

ARTICLE FORTY-SEVEN
FITNESS FOR DUTY - MEDICAL EXAMINATION

47.01 Right to Request Medical Examination

In order to promote a safe environment, to assure the public trust, and to promote the learning process of children and young people, the BOARD requires Professional Staff Members to report for work and be physically and mentally able to perform their duties. Of particular importance is for a Professional Staff Member's job performance not to be impaired by the use or abuse of any drug, medication, or alcohol, as defined below. Severe emotional crises may also render a Professional Staff Member unable to perform his or her job.

When the BOARD and/or the ADMINISTRATION feels that a Professional Staff Member may be unfit for duty, they may request a mental/physical examination using the procedures in Section 47.02.

47.02 Physical/Mental Examinations Procedure

47.02.1 The building principal or other building administrator is responsible to make a preliminary decision as to the employee's fitness for duty and report it to the Executive Director of Human Resources. Any observed deficiencies in employee performance or behavior is to be documented. Documentation must be directly related to the Professional Staff Member's inability to satisfactorily perform the work duties.

The Executive Director of Human Resources will make the decision as to the need for a physical/mental examination to be conducted.

The BOARD will send a certified letter to the Professional Staff Member stating: the reasons for their request for mental/physical examination and the date, time and location of the examination. This letter will be sent at least fourteen (14) days in advance of the examination unless an emergency exists and/or there is reasonable suspicion of substance abuse.

47.02.2 Once the Professional Staff Member receives the letter, he/she has two options.

- A. Accept the recommendation of the Executive Director of Human Resources as outlined in the above letter, or
- B. The Professional Staff Member may select a physical examination to be done by his/her personal physician with the expenses paid by the Professional Staff Member. Such physician shall provide the Superintendent with a report setting forth sufficient information so that the Superintendent can determine an administrative course of action.

47.02.3 If the Professional Staff Member elects to be examined by his/her personal physician, he/she submits the physician's report to the Board. The

Professional Staff Member must notify the ADMINISTRATION of this election at least two (2) days prior to the date scheduled by the BOARD.

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 will decide the matter. The Professional Staff Member and the BOARD shall share equally the fees and expenses of the third physician.

47.02.4 All reports shall be confidential. The physician will not release the results of the medical examination without the approval of the Professional Staff Member.

47.02.5 A condition of continued employment is that the Professional Staff Member adhere to all treatment recommendations of his/her professional health care providers.

The Professional Staff Member will not be returned to work unless and until a professional health care provider has indicated that the Professional Staff Member is fit for duty.

47.03 Required Health Examinations or Vaccinations

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.



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Board

Tentative Agreement (3/23/17)

**ARTICLE FIFTY-FIVE
LICENSED SCHOOL NURSES**

55.01 Nurses Meetings

The Director of Health Services will limit general staff meetings during the school year, which extend beyond the work day, to two (2) meetings per year. Any additional staff meetings will be scheduled on early dismissal days. At the discretion of the Director of Health Services and as dictated by conditions, additional meetings may be scheduled.

The Director is to distribute a written agenda at least twenty-four (24) hours before the meeting, if possible.

55.02 Nursing Supplies

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 Director of Health Services. Major equipment shall be purchased by Health Services, but each school building will provide basic office supplies, basic first aid supplies, and protective equipment (e.g. gloves). A minimum of \$500 will be allotted for these expenses.

55.03 Nursing Work Environment

The Building Principal will consult with the licensed school 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 designated clinic area with sink, toilet, chairs and other equipment necessary for clinic activities
- A designated area for confidential conversation, which shall be a private room
- A designated area for supervision of ill children
- Reasonable means of securing confidential health records and medication in the health office.
- A phone in the designated clinic area
- Access to all medical records necessary for performance of the PSM's duties

55.04 Reserve Nurses

If a licensed school nurse is on a long-term absence, the Director of Health Services will, to the extent possible and practicable, provide coverage for the absent nurse.

55.05 Nurses' Use of Clerical Services

Licensed school nurses will be permitted to utilize the clerical services of the school.

55.06 Nurses' Planning Time

Licensed school nurses will be permitted 45 minutes per day for care coordination activities and records time in lieu of the teachers' Professional time.

55.07 Professional Accountability

The annual professional accountability requirements for licensed school nurses will be in accordance with the Ohio State Board of Nursing. Each person licensed as a RN in Ohio must complete twenty-four (24) hours of CE during each licensure period to renew a license. At least one of the required contact hours must be Category A. RNs are required to indicate whether they have met the CE requirement during the time of renewal on the application. Individuals are not required to send documentation of their contact hours with their renewal application.

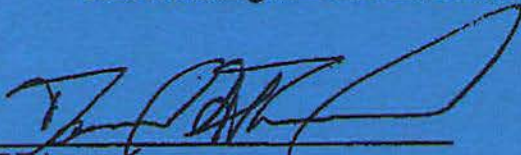
Licensed school nurses shall submit annually to the Director of Health Services a list of the contact hours that have been completed during the year. Contact hours should within reason be applicable to school nursing practice.

55.08 Extended Time

Licensed School Nurses shall receive up to three (3) days of extended time at the beginning of the year. The Director of Health Services will determine, based upon the district calendar and department needs, the number of days required. No less than one (1) day shall be required.

55.09 Supplemental Contract for Health Services Technology Coordinator

A Health Services Technology Coordinator will be responsible to provide staff training regarding the Dayton Public Schools electronic health records systems. This individual will provide ongoing technical assistance throughout the school year to both the licensed school nursing staff and the Director of Health Services.


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TENTATIVE AGREEMENT

Article 62

3/8/17

**ARTICLE SIXTY-TWO
SPECIAL EDUCATION WORK STUDY COORDINATORS**

62.01 Pay and Extended Time of Special Education Work Study Coordinators

Special Education Work Study Coordinators will be paid in accordance with the salary schedules set forth in Article Fifty of this CONTRACT. 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.

62.02 Flexible Time

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.

62.03 Scheduling of Work Days

Special Education Work Study Coordinators will work the same number of days each school year as regular classroom Professional Staff Members, 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 ADMINISTRATION no later than September 30th of each school year. In the event a contract cannot be reached, the least senior coordinator(s) will be required to work the scheduled breaks.

62.04 Development of IEPs

Special Education Work Study Coordinators and the Special Education Professional Staff Members will jointly schedule time to be used for IEP development.

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TENTATIVE AGREEMENTS
Article 59
3/8/17

**ARTICLE FIFTY-NINE
MONTESSORI SCHOOLS**

59.01 Steering Committee

A steering committee will be established with elected representatives from each site. This committee will meet on a regular basis and review all Montessori issues. Professional Staff Members will have a right to submit agenda items. A written report will be given to each Professional Staff Member and to ASSOCIATION.

59.02 Class Size

Class size shall be no larger than 25 students.

59.03 Classroom Materials

The BOARD will provide approved classroom materials appropriate to each age grouping.

59.04 Use of Assigned Paraprofessionals

Instructional aides will be provided and shall be used in the classroom, within the guidelines of Section 12.08, 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 two middle school multi-age grouped classrooms (ages 12 – 13 years)
- one for every special education
- one for every Art classroom

Paraprofessionals shall accompany students to music and physical education classes unless otherwise agreed to by the Professional Staff Members involved.

The professional staff member in the Montessori school will be responsible for providing a written description of the assignments of the paraprofessional in the lesson plan.



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**ARTICLE SIXTY-SEVEN
EFFECTS ON THE CONTRACT**

67.01 Duration

This CONTRACT shall be effective from July 1, 2017 through June 30, 2020. The BOARD or the ASSOCIATION will serve written notice on the other of its intention to 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 use 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.

67.02 Implementation

67.02.1 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.

67.02.2 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.

67.02.3 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.

67.02.4 The BOARD agrees that any changes in terms and conditions of employment of Professional Staff Members will be in accordance with the negotiated contract. If any terms or conditions need to be changed as a result of SB55, 3314.20 ORC and Rules 3301-35-10, the BOARD and the ASSOCIATION will meet to negotiate any changes in accordance with Article 65.02.1.

67.03 Grammatical Interpretation

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

67.04 Severability

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.

That provision which has been found contrary to law shall be negotiated by the parties within thirty (30) days of such court decisions. Should the parties fail to reach agreement within sixty (60) days, the last best offer of both parties shall be submitted to expedited arbitration under the provisions of Article Three.

67.05 Non-Discrimination

Unless specifically stated otherwise, all aspects of this CONTRACT shall affect all Professional Staff Members equally and without qualification. The provisions of this CONTRACT shall be applied, and employees shall otherwise be treated without unlawful regard to the race, creed, color, religion, national origin, age, gender, handicap, sexual preference or marital status of any employee.


67.06 Management's Rights

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.

67.07 No Reprisals

The BOARD and the ASSOCIATION agree that there will be no reprisals of any kind taken against the employee for action taken relative to negotiations, and/or membership representation, and/or holding office in the ASSOCIATION, and/or for the formal filing of a grievance.


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ARTICLE FORTY-SIX
JUST CAUSE/TERMINATION OF CONTRACTS/NON-RENEWAL OF
CONTRACTS

46.01 Termination of Continuing Contract or Limited Contract During Its Term

46.01.1 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 good and just cause. All procedures in Article Forty-Six must be followed before a decision to terminate for performance is made. 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 and Article Forty-Eight. Any employee who has received a notice of intention to terminate his/her contract by the BOARD shall have the right, within ten (10) days of the receipt of the notice, to proceed with a case under Section 3319.16, Revised Code.

46.01.2 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.

46.02 Non-Renewal of Non-Probationary Limited Contract

46.02.1 Just Cause

PSMs on a limited contract shall be afforded just cause rights for evaluation, discipline, or non-renewal beginning at the start of the third year of employment. No Professional Staff Member on a non-probationary limited contract shall be adversely evaluated, disciplined, non-renewed or reduced in rank or compensation without just cause. The just cause standard shall apply to all proceedings under Ohio Revised Code Section 3319.16.

46.02.2 Jurisdiction

The provisions of this article are intended to supersede the provisions of Ohio Revised Code Sections 3319.11 and 3319.111.

46.02.3 Non-renewal of Limited Contract at the End of Its Term

The BOARD will provide reasons for non-renewal to a Professional Staff Member whose contract is non-renewed under this clause.

When a problem exists which could result in the non-renewal of a Professional Staff Member's employment for cause at the end of the term of a non-probationary limited contract, the following procedure shall apply:

A final conference with the Professional Staff Member will be held in the office of the Executive Director of Human Resources no later than mid-April of the current CONTRACT year. The Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in Section 3319.11, Ohio Revised Code.

46.03 Non-Renewal of Probationary Limited Contract

Professional Staff Members on a limited contract shall be afforded just cause rights for non-renewal in the third year of employment.

The first two (2) years of employment of a professional staff member will be considered a probationary period.

Just cause rights, in terms of non-renewal do not apply to professional staff members during the probationary period. The limited contract of a probationary Professional Staff Member may be non-renewed at the end of its term for any non-discriminatory reason at the discretion of the Board of Education. However, the BOARD will provide reasons for non-renewal to a Professional Staff Member whose contract is non-renewed during the probationary period.

A final conference with the Professional Staff Member will be held with the Executive director of Human Resources when a problem exists which could result in the non-renewal of a probationary Professional Staff Member. This conference will take place no later than April 15th of the current Contract year. The probationary Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in section 3319.11, Ohio Revised Code

46.04 Supplemental Contracts

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

46.04.2 Supplemental positions held by Professional Staff Members during the current school year shall be posted only if a vacancy occurs in the position.

46.05 Athletic Supplemental Contracts

All positions will be filled using this process.

46.05.1 Procedures for selection of individuals to hold Athletic Supplemental Contracts:

A. The district Athletic Office requests a position posting from the Human Resources Department. If a vacancy occurs after the start of the season, the vacancy has to be posted for five (5) days.

B. The Human Resources Department posts all positions for not less than ten days. If a vacancy occurs after the season has started, the posting will be for five days.

C. Applicants respond in accordance with the application procedures in place at the time. Applicants are required to submit proof of all current certificates/licenses, and credentials required for coaching required by the ODE and the OHSAA.

D. The Human Resources Department reviews the applications to determine those applicants that are certified/licensed and forwards those names to the District Athletic Office.

E. The district Athletic Office reviews applications and submits a list of qualified applicants to the schools.

F. The school level Selection Committee will interview potential candidates.

G. Members of the Selection Committee shall include but not be limited to:

- Building Principal or Designee
- Building Athletic Director
- DEA representative
- District Athletic Director or Designee
- Others as appointed by the Principal


- H. The Selection Committee shall consider qualified Professional Staff Members in the district. With all things being substantially equal, preference will be given to the qualified Professional Staff Member in the building.
- I. If a Professional Staff Member is not selected for the position, the Professional Staff Member may request written reasons for the denial.
- J. If a Professional Staff Member is not selected or no Professional Staff Member applies within the posting timeline, the Selection Committee will consider the following criteria for filling the athletic supplemental position:
 - 1) Qualified certificated/licensed individuals outside the district.
 - 2) Qualified non-certificated/non-licensed individuals.

46.05.2 Athletic Supplemental Contract Positions to be posted annually:

- A. Athletic supplemental contracts shall terminate automatically at the end of each school year in accordance with their terms, without notification from the BOARD.
- B. All athletic supplemental positions held by a Professional Staff Member in the district will be posted annually.
- C. All athletic supplemental positions held by non-Professional Staff Members in the district will be posted annually.

46.05.3 In order to be considered for the same coaching position for the following school year, the Professional Staff Member must have had a satisfactory coaching evaluation. No certificated/licensed Professional Staff Member holding a coaching position shall be disciplined without just cause under due process conducted by the Superintendent and/or his designee.


DEA


Board

TA Article 31
April 6, 2017

**ARTICLE THIRTY-ONE
MASTER TEACHER COMMITTEE**

A Master Teacher Committee of five persons, with three being teachers, will be appointed. The BOARD or its designee will appoint two members, and the ASSOCIATION will appoint three teachers; two of whom shall be Master Teachers. The Master Teacher Committee shall jointly establish its Plan of Operation. The operational procedures of the committee include, but are not limited to, time, location, and number of committee meetings.

The ASSOCIATION will determine the process for removing a teacher member from office. If a vacancy occurs, the vacancy shall be filled by an ASSOCIATION member appointed by the ASSOCIATION.

Involvement in the activities of the Master Teacher Committee process shall have no adverse impact on a professional staff member's employee evaluation.

The BOARD will provide on-going training for the Master Teacher Process.

Teacher members of the Master Teacher Committee shall be compensated in accordance with Article 50.10.3U.


DEA


Board

DEA Tentative Agreement

5/18/17

3:00 pm

Preamble: Signed TA 1/11/17 ✓✓
1.03.6: Signed TA 1/11/17 ✓✓
1.05.6: Signed TA 1/11/17 ✓✓
2.09.2: Signed TA 1/11/17 ✓✓
3.01: CCL DAR Oer
3.02: CCL DAR Oer
3.04: CCL DAR Oer
3.05: Signed TA dated 1/11/17 ✓✓
3.07.1: Signed TA dated 1/11/17 ✓✓
3.07.2 and remainder of 3.07: CCL
3.09: Signed TA dated 1/11/17 ✓✓
3.10: CCL DAR Oer
Article 4: CCL DAR Oer
Article 5: Signed TA dated 1/19/17 ✓✓
Article 6: Signed TA dated 1/19/17 ✓✓
7.01: CCL DAR Oer
~~7.03: CCL DAR~~
8.05: add "technology" DAR Oer

DEA Initials/Date: DAR
5/18/17

Board Initials/Date: BL 5-18-17

8.06.2: CCL DAR *QPR*

8.06.3: CCL DAR *QPR*

Article 9: Signed TA dated 1/19/17 ✓ ✓

10.02: CCL *except remove building level inst. prog. to BLT* *add "building and or staff security."* *DAR*

Article 12: Signed TA dated 1/11/17 and 2/6/17 ✓

Article 13: Signed TA dated 3/23/17 ✓ ✓

Article 15: Signed TA dated 3/23/17 ✓ ✓

Article 17: Withdrawn by Board on 1/25/17 ✓ ✓

18.02.1: In accordance with State Standards, the Resident Educator Program will be implemented for all PSMs subject to the Resident Educator requirements of the Ohio Department of Education. The Administration and the Association shall regularly review local implementation of the Resident Educator Program.

18.02.2: Evaluations shall be required for all PSMs in the Resident Educator Program. The outcome of the evaluation could lead to non-renewal.

21.01: TA: CCL, with addition of "PSM must be in his/her assigned school building on these release days, or upon PSM request they may be in the OEC Department of the administration building with principal approval."

21.02: TA: CCL with addition of "unless no reserve teacher can be secured under Article 8.06."

21.05: "PSMs responsible for four or less alternate assessments will receive one (1) release day. PSMs responsible for more than four alternate assessments will receive two (2) release days. All PSMs responsible for alternate assessments will receive one (1) release day for purposes of completing the paperwork related to alternate assessments."

21.04(new): "When a previously-identified special education student enrolls in Dayton Public Schools, the special education PSM of record shall be provided a copy of the incoming student's special education documents within three (3) school days of receipt by Dayton Public Schools."

DEA Initials/Date: *DAR*
5/18/17

Board Initials/Date: *QPR* *5-18-17*

Article 22: Signed TA dated 2/21/17 ✓ ✓

Article 23: Signed TA dated 1/25/17 ✓ ✓

24.02: Add: "Seniority date and date of hire" *DATE* (2)

24.03: Add: "Seniority date and date of hire" *DATE* (2)

24.04: Add: "Title and responsibilities of the position" *DATE* (2)

Article Twenty-Five: Employment, Assignments, Reassignments, and Promotions

25.02.3: TA: The principal shall, in conjunction with HR, interview at least the five applicants with highest seniority for vacancies that are due to voluntary and/or involuntary transfers referred to in Article 25.03 and 25.04. In the event one of the five highest seniority applicants is not selected, the principal may, in conjunction with HR, interview additional applicants. *DATE* (2)

25.03.1: DEA accepts Board counter-proposal dated 2/24/17: strike "for various reasons" *DATE* (2)

25.03.2: TA: "Faculty Council designee, and Building Leadership Team designee..."
Add: ", upon request" at end of last sentence. *DATE* (2)

25.03.3: TA: "Requests for Transfer applications and transfer lists will be kept until the first teacher contract day of the school year after the February 15 submission. A PSM may revoke the request for transfer at any time prior to HR notifying the PSM of his/her new assignment." *DATE* (2)

25.03.4: TA: Upon acceptance of DEA 25.03.3 counter proposal above, DEA proposes deleting 25.03.4. *DATE* (2)

25.04.2D: TA: CCL, but REMOVE: "A vacancy must exist in the summer" and REPLACE: "A vacancy must exist prior to the first teacher contract day of the year." *DATE* (2)

25.05.1: DEA accepts Board proposal, add "in their building" *DATE* (2)

25.05.3: DEA accepts Board proposal, add "Upon request," *DATE* (2)

DEA Initials/Date: *DATE*
5/18/17

Board Initials/Date: *DATE* 5-18-17

25.07.1: TA: DEA counters Board proposal with "The Board shall give preference to PSMs with greater seniority when making a decision between teachers who have comparable evaluations."
DEA accepts Board proposal to add "."

~~25.07.3~~ CCL ✓✓
~~25.07.5~~ CCL ✓✓

25.07.7: TA: DEA counters Board proposal with "...will immediately be entitled to insurance benefits under the provisions of Article 49."

~~25.07.8~~ CCL ✓

25.07.9: TA: DEA accepts Board proposal

25.08: TA: DEA counters Board proposal with: "Whenever a vacancy occurs which will involve employment of thirty (30) or more days, the Administration will publicize the position job posting via email to all PSMs district-wide. This shall occur at least ten (10) days prior to the deadline for applications to be filed. Postings 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 included on the posting."

Article 26

~~26.01: TA: with addition of "Each school building shall, upon Faculty Council request, have a..."~~
~~Add: "and the Student Code of Conduct"~~ ✓✓
~~Remainder: CCL~~

26.02: REMOVE "Guide to Student Conduct", REPLACE with "the Student Code of Conduct"

26.03: CCL Add "or online"

26.05.01: TA: Counter Board's Counter Proposal dated 1/11/17 at 10am with as stated, except delete: "Parents and members of the community also have protected rights to speak about matters of concern."

26.05.02: TA: When a parental complaint is made against a Professional Staff Member, the following steps shall occur:


DEA Initials/Date: DAR
5/15/17

Board Initials/Date: [Signature] 5/18/17

1) Upon PSM request, such a complaint shall be reduced to writing by the Principal.

2) If requested by the Professional Staff Member, a meeting involving the PSM and the principal will be arranged at a mutually convenient time to discuss the complaint.

3) At such a meeting, a mutually agreed upon resolution shall be reached, reduced to writing, and provided to the PSM.

TA: In any instance in which a PSM has concerns regarding the impact of a parental complaint on his or her employment, he or she may request and be accompanied by counsel and/or an ASSOCIATION representative. Meetings regarding such complaints shall be held in private. 

Article 27: Signed TA ✓✓

28.10: TA: delete 28.10, see 33.09 

Article 29: Academic Distress 

The provisions of Section 3302.10 of the Ohio Revised Code are expressly incorporated into this contract pursuant to R.C. 3302.10(P). Section 3302.10 shall have no effect on any provisions of this contract unless and until the Superintendent of Public Instruction establishes an academic distress commission for the district under that law. The intent of both parties, should the district enter into academic distress, is that they emerge from said distress with this collective bargaining agreement intact.

The Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, utilizing the contractual grievance procedures, if available, and/or the courts system.

The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity with respect to the provisions of R.C. 3302.10, utilizing the contractual grievance procedures, if available, and/or the courts system.

DEA Initials/Date: 

5/18/17

Board Initials/Date: 

5-18-17

Article 30: Signed TA dated 3/8/17 ✓✓

Article 31: Signed TA dated 4/6/17 ✓✓

Article 32: Signed TA ✓✓

33.09: TA: Delete current 33.09 and REPLACE with: "Current PSMs who hold/maintain an accumulated summer school sick leave balance on September 1, 2017, shall have all accumulated hours/days of summer school sick leave transferred to their regular sick leave accumulation balance. PSMs employed in summer school shall have the right, at their discretion, to use paid sick leave during summer school."

Current 33.10: TA: CCL DAR

New 33.10: TA: relocated language and DEA agrees DAR

33.11: TA: delete section DAR

34.02: Signed TA 2/8/17 ✓✓

Article 35: Personal Leave

35.01: TA: PSMs shall be granted four (4) personal days, without restriction, in each school year. PSMs hired after the start of the school year, shall be granted a number of personal days equivalent to the number of quarters, or fraction thereof, remaining in the school year. DAR

35.02: TA: delete DAR

35.03: TA: Attendance In Court: DEA accepts Board's Initial Proposal, with correction from "three personal days" to "four personal days". DAR

35.05: TA: DEA accepts Board's initial proposal DAR

Article 37: Signed TA dated 3/8/17 ✓✓

Article 39: Signed TA dated 3/23/17 ✓✓

Article 40: Signed TA dated 2/21/17 ✓✓✓

New FMLA: Signed TA dated 2/21/17 ✓✓✓

DEA Initials/Date: DAR
5/18/17

Board Initials/Date: [Signature] 5-18-17

Article 41: Signed TA dated 2/21/17 ✓ ✓

Article 43: Signed TA dated 2/10/17 ✓ ✓

Article 44: Signed TA dated 2/10/17 ✓ ✓

Article 46: Signed TA dated 2/16/17 and 4/6/17 ✓ ✓

Article 47: Signed TA dated 3/23/17 ✓ ✓

48.01: CCL *DAR* ✓

50.07: Signed TA 1/11/17 ✓ ✓

Article 52: ~~SEL~~ 52.01 CCL, 52.02 CCL, 52.04 CCL *DAR* ✓

Article 55: Signed TA 3/23/17 ✓ ✓

TA: Article 58: Individual and Small Group Instructors
Rename: EL/ESL Professional Staff Members

DAR TA: 58.01: Preface

As the Dayton Education Association and the Dayton Public Schools recognize the importance of, and emphasis on, providing a supportive and inclusive learning environment and a high-quality education to all DPS students, including those students who may be described as "English Learners" or students for which "English as a Second Language" the following contractual provisions shall seek to best meet the needs of EL/ESL students so that they may learn and achieve on grade-level with their English-speaking peers, while feeling welcomed into the Dayton Public Schools community.

DAR TA: 58.02: Class Size

Article Twelve shall apply to PSMs who provide EL and/or ESL educational services.

DAR TA: 58.03: Training and Professional Development

The district shall provide regular and ongoing training and professional development to support EL/ESL PSMs, including all training necessary to support those PSMs seeking "Teachers of English to Speakers of Other Languages" (TESOL) licensure endorsement from the Ohio Department of Education.

DEA Initials/Date: *DAR*
5/18/17

Board Initials/Date: *JR* 5-18-17

TA: 58.04: Instructional Model

The district shall develop a district-wide instructional model for EL/ESL PSMs, including embedded Sheltered Instruction Observation Protocol (SIOP). Training and resources to support PSMs utilizing the SIOP model shall be provided regularly and ongoing. Training on the Ohio English Language Proficiency Assessment (OELPA) shall be provided to PSMs on an annual basis.

TA: 58.05: Role of EL/ESL PSM

ELL/ESL PSM roles may include the following: teaching; co-teaching; serving as a student & family language liaison; home visits; community engagement; assisting parents/guardians with academic, social, and cultural concerns; and other related roles to support the students, families, and staff of Dayton Public Schools.

TA: 58.06: Co-Teaching Planning Time

In an effort to promote stability in the EL/ESL student population, ELL/ESL PSMs shall be afforded planning time with co-teachers, if they are assigned to an inclusionary academic setting, as operationally available.

TA: 58.07: Outside the Work Day Activities

At the EL/ESLs discretion, and with principal and district approval, ELL/ESL PSMs may provide after-school social, cultural, and academic supports for students, staff, and parents/guardians, at the Staff Development rate of pay.

TA: 58.08: Translation Services

Translation services for enrollment, parent-teacher conferences, district-sponsored community events, and related activities/events shall be provided by the district.

TA: 58.09: EL/ESL PSM Stipend

In order to compensate EL/ESL PSMs community outreach efforts, the district shall provide regular mileage reimbursement and an annual stipend of \$1,000 to PSMs assigned to EL/ESL classrooms, upon submission of district-required documentation.

Article 59: Signed TA 3/23/17 ✓✓

Article 62: Signed TA 3/23/17 ✓✓

62.01-62.04: Signed TA 3/23/17 ✓✓

63.01-63.02: Signed TA 2/17/17 ✓✓

Article 66: Signed TA 2/17/17 ✓✓

DEA Initials/Date: DAF
5/18/17

Board Initials/Date: [Signature] 5-18-17

New Article: Evaluation of School Nurses, signed TA dated 2/22/17

✓✓

For the Board/Date:

Bl. L. 5-18-17

For the DEA/Date:

Paul A. F. 5/18/17

SSA 5/18/17

DEA Tentative Agreement

6/2/17

3:45 pm

Article 7 Preamble:

NEW: "Each year, the Board shall adopt the school calendar in compliance with the Ohio Revised Code, and that calendar shall include not less than the minimum number of student hours prescribed by statute." *DAR*

16.03:

ADD LAST SENTENCE: "All fundraising shall be conducted in accordance with Board policy." *DAR*

18.02.3:

"All PSMs new to the profession shall be required to be part of the Resident Educator Program. Upon PSM request, and upon Administrator approval, PSMs in the Resident Educator Program shall be provided up to one (1) day release time to fulfill the Resident Educator needs of the PSM." *DAR*

18.03:

"PSMs employed by the Board under a Building Mentor supplemental contract shall assist PSMs new to the building and/or district and shall be compensated in accordance with Article 50." *DAR*

Article 19:

See attached *DAR*

21.03:

"PSMs responsible for writing student three year re-evaluations will receive one day of release time for six or more re-evaluations. PSMs must be in his/her assigned school building on these release days, or upon PSM request they may be in the OEC Department of the administration building with principal approval." *DAR*

21.04:

"Other PSMs will not be assigned additional students due to the implementation of this Article, unless no reserve teacher can be found under Article 8.06." *DAR*

26.01:

ADD: "Each school building shall, upon Faculty Council request, have a..."

ADD: "consistent with 26.02 and the Student Code of Conduct." *DAR*

Remainder: CCL

DEA Initials/Date: *DAR* 6/2/17

Board Initials/Date: *DL* 6-2-17

26.08:

REMOVE: "as designated by the Superintendent"

Remainder: CCL

28.02.5:

REMOVE: "reserve"

REPLACE WITH: "substitute"

28.09:

"PSMs may receive an annual evaluation at the conclusion of their summer school assignment. The evaluation instrument shall be jointly developed by the DEA and Administration. The evaluator shall be a district-employed administrator with proper evaluation credentials."

33.06:

"Each newly-hired PSM and each PSM having used all available sick leave will be given an advancement of no more than five (5) days of sick leave each year to be charged against the sick leave the employee subsequently accumulates. To be eligible for, and to receive, this advancement, the employee must complete the paperwork requesting this advancement, and the employee must have repaid all past advancements. The employee is limited to one advancement per school year."

33.08:

New Title: "Assignment on Return from Sick Leave"

60.02

REMOVE: "designated administrator"

REPLACE WITH: "IEP team"

Withdrawn items/remain CCL:

7.03

25.01

26.06.1

26.06.2

26.09

26.10

26.11

28.04.4

28.05

1.02.2

1.03.8

DEA Initials/Date:

Board Initials/Date:

Withdrawn items/remain CCL (cont'd):

28.06 ~~DR~~
28.07 ~~DR~~
33.01 ~~DR~~
33.02 ~~DR~~
33.03 ~~DR~~
New Article 38 ~~DR~~
48.03 ~~DR~~
52.03 ~~DR~~
Article 64 ~~DR~~

For the Board/Date:

[Signature] 6-2-17

For the DEA/Date:

[Signature] 6/2/17

[Signature] 6/2/17

program. The Administration and the Association shall regularly review the requirements of the Resident Educator Program.

18.02.2 ~~Pay for mentors shall be listed as a supplemental at each level. Mentor pay is 2% for every two (2) PSM. A mentor shall be paid 2% for each additional set of PSM's.~~

18.02.32 ~~"Article 26—Evaluations"~~ Evaluations shall be required for all entry-year Professional Staff Members in the Resident Educator program. The outcome of the evaluation shall be separate from PRAXIS and could lead to non-renewal.

18.02.43 ~~All Professional Staff Members new to the profession shall be required to be a part of the entry-year program Resident Educator Program and shall be paid at the Staff Development rate of pay.~~

18.03 Building Mentors

Professional Staff Members employed by the Board under a Building Mentor supplemental contract shall assist PSM's new to the building and/or district, and shall be compensated in accordance with Article 50.

ARTICLE NINETEEN BUILDING LEADERSHIP TEAMS

TAR 6/2/17
6/8/17

19.01 The District Leadership Team

The District Leadership Team (DLT) is charged with collecting, analyzing and effectively using data to identify the greatest problems to be addressed, and creating the kind of culture and expectation that supports effective data based decision making at all levels of the system. This team is also charged with shared accountability by broadening the concept to include internal measures that hold all adults accountable for improved student performance, rather than using only external accountability measures. The DLT must continuously monitor students' progress against performance targets and district established goals while addressing achievement and growth through research based practices. The DLT will work collaboratively with the Teacher Based Team(s) (TBT) and the BLT to ensure that all instructional personnel who directly impact students are included consistent with the requirement under the OIP.

19.02 — Membership of Building Leadership Teams (BLTs)

A-19.02.1 Within each school building there shall be a Building Leadership Team (BLT) consisting of Professional Staff Members assigned to such school building. Such Building Leadership Team shall have among its members the ASSOCIATION building representative(s). The Building Principal or Assistant Principal, a DEA-elected union representative, and teachers who represent all grade bands and content, shall be a member of the Building Leadership Team. Professional Staff Members interested in being on the BLT should submit an

application a letter of interest to the Principal and to the DEA-elected union representative.

The parties will decide the size, additional membership, and Chairperson of the Building Leadership Team will be selected by the Building Principal no later than 15 days after the commencement of the school year after first consulting with the DEA-elected union representative. Per ODE guidelines, the BLT will be small enough to enable efficient communication and coordination but large enough to represent all aspects of the building. Both parties shall have an equal number of representatives on the Building Leadership Team as well as other representatives in compliance with ODE requirements implemented under the Ohio Improvement Process (OIP). The first Building Leadership Team meeting will hopefully be held within the first 30 days of the school year. Business can only be conducted if bargaining unit and administrative representation is present.

19.02.2 The roles and responsibilities of the Building Leadership Team are as follows:

- Support the development, implementation, and monitoring of focused building improvement plans;
- Build a school culture that supports effective data-driven decision making;
- Establish priorities for instruction and achievement aligned with district goals;
- Ensure conditions for, support and monitor Teacher Based Teams;
- Monitor and provide effective feedback on adult implementation and student progress;

- Make recommendations for the management of resources, including time, and personnel to meet district goals shall be those defined by the Ohio Improvement Process. The overall goal of the BLT shall be to encourage collaborative communication related to student achievement.

19.02.3. Meeting of Building Leadership Teams

The first Building Leadership Team meeting will be held within the first 30 days of the school year.

The Building Leadership Team will meet at least monthly and upon the call of either the building principal or chairperson or a majority of the Professional Staff Members who are members of the Building Leadership Team. The Building Leadership Team will meet during development time.

The Building Leadership Team should include all practices of the District Leadership Team, only within their individual building. This team is charged with communicating the progress of targets and benchmarks to the DLT and will be required to make building specific recommendations building specific to raise student achievement. This team will monitor district level and building level instructional models and eliminate curricular issues of the building. The goal of Building Leadership Team will also be to monitor and provide

support to ensure each teacher based team is meeting weekly, analyzing their academic and behavioral data as well as instructional practices and making data based decisions.

C. The goal of the Building Leadership Team shall be to encourage collaborative communication to resolve all building issues consistent with the District's desire to improve student and teacher performance.

Purpose of Building Leadership Team/Teacher Based Team

- B. The District Leadership Team (DLT) is charged with collecting, analyzing and effectively using data to identify the greatest problems to be addressed, and creating the kind of culture and expectation that supports effective data based decision making at all levels of the system. This team is also charged with shared accountability by broadening the concept to include internal measures that hold all adults accountable for improved student performance, rather than using only external accountability measures. The DLT must continuously monitor students' progress against performance targets and district established goals while addressing achievement and growth through research-based practices. The DLT will work collaboratively with the Teacher Based Team(s) (TBT) and the BLT to ensure that all instructional personnel who directly impact students are included consistent with the requirement under the OIP.

19.03 Teacher Based Teams

The roles and responsibilities of the Teacher Based Teams (TBTs) are as follows:

- Collect and chart student performance data relative to plan indicators
- Analyze student work
- Establish expectations for implementing specific effective classroom changes relative to the data
- Learn from colleagues about how to implement classroom changes
- Implement changes in all classrooms
- Collect, chart and analyze pre and post student performance data relative to plan indicators and determine effectiveness of practices
- Make course corrections in the classroom
- Report results to the Building Leadership Team (BLT)
- Share work and celebrate successes.
- TBT's will meet during developmental professional time at least once a week.

Meeting of Building Leadership Team

- C. The Building Leadership Team will meet monthly and upon the call of either the building principal or chairperson or a majority of the Professional Staff Members who are

members of the Building Leadership Team. The Building Leadership Team will during development time.

The Building Leadership Team should include all practices of the district leadership team, only within their individual building. This team is charged with communicating the progress of targets and benchmarks to the DLT and will be required to make recommendations building specific to raise student achievement. This team will monitor district level and building level instructional models and climate issues of the building. The Building Leadership Team will also monitor and provide support to ensure each teacher based team is meeting weekly, analyzing their academic and behavioral data as well as instructional practices and making data based decisions.

D. The goal of the Building Leadership Team shall be to encourage collaborative communication to resolve all building issues consistent with the District's desire to improve student and teacher performance.

ARTICLE TWENTY J-ROTC

20.01 DEA members employed in the J-ROTC program shall work under the district approved calendar.