

2515-01  
K 24434  
08-CON-01-2515

**Negotiated Master  
Agreement**

STATE EMPLOYMENT  
RELATIONS BOARD

2008 OCT -9 P 2: 29

**Between the**

**Dalton Local Education Association  
(OEA/NEA)**

**And the**

**Dalton Local  
Board of Education  
(Wayne County, Ohio)**

**Effective  
July 1, 2008 – June 30, 2011**

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE I      RECOGNITION</b> .....	1
101    Recognition of the Association.....	1
102    Definition of Bargaining Unit Member.....	1
<b>ARTICLE II     NEGOTIATIONS PROCEDURE</b> .....	2
201    Scope.....	2
202    Submission of the Issues.....	2
203    Negotiating Teams.....	2
204    Negotiating Meetings.....	3
205    Caucus.....	3
206    Exchange of Information.....	3
207    Progress Reports (News Releases).....	3
208    Protocol.....	3
209    Agreement.....	3
210    Dispute Settlement Procedure.....	4
<b>ARTICLE III    GRIEVANCE PROCEDURE</b> .....	4
301    Grievance Defined.....	4
302    Grievant Defined.....	4
303    Days Defined.....	4
304    Rights of the Grievant and the Association.....	5
305    Time Limits.....	5
306    Purpose.....	6
307    Informal Procedure.....	6
308    Formal Procedure.....	6
<b>ARTICLE IV    LEAVES OF ABSENCE</b> .....	8
401    Sick Leave.....	8
402    Personal Leave.....	9
403    Professional Meetings Leave.....	10
404    Compulsory Leave.....	11
405    Child Care Leave.....	11
406    No Pay Earn Days.....	11
407    Association Leave.....	12
408    Assault Leave.....	12

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE V    TEACHER RIGHTS</b> .....	12
501    Transfers .....	12
502    Vacancies .....	13
503    Teaching Assignment Notification.....	13
504    Reduction In Force .....	13
505    Superintendent's Teachers' Advisory Council .....	16
506    Evaluation .....	16
507    Multi-Year Limited Teaching Contracts .....	18
508    Disciplinary Action .....	18
509    School Year and Calendar .....	19
510    School Day, Planning Time and Lunch.....	19
511    Class Size.....	20
512    Substitute Teachers .....	20
513    Part-Time Teacher Rights.....	21
514    Teacher Rights .....	21
515    Student Tuition Waiver .....	21
516    Complaints.....	21
517    Personnel Files .....	22
518    Entry-Year Teacher (EYT) Program.....	22
<b>ARTICLE VI    BOARD RIGHTS</b> .....	23
601    Criminal Records .....	23
602    OSHA (Occupational Safety and Health Act).....	24
603    Management Rights.....	24
<b>ARTICLE VII    SALARY</b> .....	26
701    Salary Index .....	26
702    The base salary shall increase by one percent (1%) effective July 1, 2008; by one percent (1%) effective July 1, 2009; and one percent (1%) effective July 1, 2010.....	26
703    Contingencies.....	26
704    Salary Effective July 1, 2008 .....	29
705    Salary Effective July 1, 2009 .....	30
706    Salary Effective July 1, 2010.....	31

**TABLE OF CONTENTS**

	<b>Page</b>
<b>ARTICLE VIII SUPPLEMENTAL SALARY</b> .....	32
<b>ARTICLE IX OTHER COMPENSATION</b> .....	34
901 Severance Pay .....	34
902 STRS Pick-Up Through Salary Reduction .....	34
903 Local Professional Development Committee (LPDC).....	35
904 Mileage.....	38
<b>ARTICLE X INSURANCE</b> .....	38
1001 .....	38
1002 .....	38
1003 Section 125 – Tax Shelter.....	38
1004 Medical Information.....	39
1005 Employees Less Than Full Time .....	39
1006 Dependent Definition .....	39
1007 Preferred Provider – Doctors/Hospitals.....	39
1008 Traditional Plan.....	40
1009 Dental Insurance.....	40
1010 Prescription Drug – Preferred Provider.....	41
1011 Term Life and Accidental Death and Dismemberment Insurance.....	42
1012 Early Retirement Incentive (only if an ERI is implemented by the Board) .....	42
<b>ARTICLE XI LIABILITY SETTLEMENT</b> .....	42
<b>ARTICLE XII ASSOCIATION RIGHTS</b> .....	42
1201 Mailboxes .....	42
1202 Bulletin Boards .....	42
1203 Association Dues/Fees.....	42
<b>ARTICLE XIII INTENT AND DURATION</b> .....	43
<b>SIGNATURES</b>	
<b><u>APPENDIX</u></b>	
<b>A Grievance Form</b> .....	46
<b>B Request for Attendance at Professional Meetings Form</b> .....	47
<b>C Form for Sick Leave, Personal Leave, Compulsory Leave, and Child Care Leave</b> .....	48
<b>D Voluntary Transfer Form</b> .....	51

## TABLE OF CONTENTS

	<b>Page</b>
<b>E</b> Professional Teacher Appraisal: Visitation/Conference Form .....	52
<b>F</b> Regular Teachers Substituting for Other Teachers .....	53
<b>G</b> Supplemental Duty Completion .....	54

## ARTICLE I- RECOGNITION

### **101 Recognition of the Association**

The Dalton Local Board of Education, hereinafter referred to as the "Board," recognizes the Dalton Local Education Association, hereinafter referred to as the "Association," as the exclusive representative for all certificated staff, but excluding building principals, all Central Office Administrators or Supervisors, substitute teachers, educational aides, school nurse, Technical Coordinator, and Auxiliary Service Tutors.

### **102 Definition of Bargaining Unit Member**

- A. As used herein, the terms of professional staff member(s), teacher(s), and bargaining unit member(s) shall be interpreted to mean those persons included in the bargaining unit as described in Section 101, above.
- B. The term "tutor" shall refer to school-based, certified special education tutor, whose benefits and rights to use this Contract are limited as a result of this position being paid hourly. These exclusions are:
1. Salary
    - a. Tutor(s) will be paid for each hour (prorated for portions of an hour) for each school day in which they are scheduled.
    - b. The hourly rate shall be \$12.74 plus any increase equal in percentage to the raise in teacher base salary.
  2. Reduction in Force, Section 504

Tutors shall have no right to teacher positions just by virtue of being employed as a tutor, nor do tutors have any rights to Section 504. The Board may reduce hours, days or positions of tutors based upon the number of students.
  3. Contracts, Section 507

Tutors shall not be eligible for multi-year limited contracts or continuing contracts.
  4. Benefits, Article X

Tutors shall have the right to hospitalization and dental benefits as provided in this Agreement.
  5. Paid Leaves, Article IV
    - a. Tutors shall accrue sick leave on a prorated basis.

- b. Tutors shall accrue personal leave on a prorated basis.
- c. Tutors shall receive payment for State-approved calamity days.

## **ARTICLE II- NEGOTIATIONS PROCEDURE**

### **201 Scope**

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Negotiated Master Agreement are subject to collective bargaining between the Board and the Association.

### **202 Submission of the Issues**

- A. Contract negotiations for the new Contract will begin no earlier than one hundred twenty (120) calendar days and not later than one hundred (100) calendar days prior to the expiration of this contract. The parties shall mutually agree in writing to a starting date for negotiations. If both parties agree, an earlier starting date for negotiations may be initiated with a memorandum of agreement reflecting such signed by the President of the Association and the Superintendent representing the Board.
- B. At the first meeting, the respective parties shall meet to exchange all their initial proposals written in their entirety for the purpose of bargaining items within the mandatory scope of bargaining. Any issue submitted after this time shall require mutual agreement of the teams to allow introduction of the new item. Prior to the first meeting, a task force composed of one (1) representative each from the Association, Board, and Superintendent may meet together as mutually agreed upon to discuss matters of concern or matters for study. Any consensus or conclusions reached will not be binding, but concepts from such may be presented at the first meeting by either the Association or the Board.

### **203 Negotiating Teams**

- A. The Superintendent or his/her designated representative(s) approved by the Board shall meet with the designated representative(s) of the Association to negotiate in good faith. The teams shall be limited to six (6) representatives each.
- B. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

**204 Negotiating Meetings**

- A. Meetings shall be held at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in a sincere effort to reach mutual understanding and agreement. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Such meetings shall not be conducted during the regular school day unless agreed upon by both parties. The meetings shall be in executive session unless otherwise agreed upon by both parties.
- B. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

**205 Caucus**

Upon the request of either party, the negotiating session shall be caucused or recessed to permit the requesting party a reasonable period to consult with the other (earn members and/or consultants).

**206 Exchange of Information**

The Board and the Association agree to furnish to each other, upon reasonable request, all available information on the proposals under negotiation.

**207 Progress Reports (News Releases)**

Periodic progress reports may be issued during negotiations to the public only if such releases have prior approval of both parties.

**208 Protocol**

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

**209 Agreement**

- A. When agreement has been obtained on all issues submitted to this process, or issues have otherwise been resolved, all issues shall be reduced to writing, signed by members of the teams and presented to the Association and the Board.
- B. The total tentative agreement shall include the following provisions in writing:
  - 1. Provisions of the agreement.
  - 2. Date that said provisions are to be implemented.
- C. Within ten (10) calendar days of the tentative agreement, the Association shall approve or disapprove the agreement.

- D. Once the contract has been approved by the Association, it shall be submitted to the Board for its approval or disapproval no later than ten (10) calendar days from the date of ratification by the Association.
- E. When ratified by both parties, the contract shall be signed by the representatives of the Association and the President, Superintendent, and Treasurer of the Board and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of the Master Agreement.
- F. The signed contract shall be printed in the same size as the 1986 Contract by the Association and in sufficient quantity for all teaching staff, administration and the Board within thirty (30) days of signing. The cost of printing will be approved in advance and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party.

**210 Dispute Settlement Procedure**

- A. If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute settlement procedure.
- B. This dispute resolution procedure is mutually agreed to by the parties under ORC 4417.14 (C)(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.

**ARTICLE III- GRIEVANCE PROCEDURE**

**301 Grievance Defined**

A grievance is a complaint that there has been an alleged violation, misinterpretation or misapplication of the Negotiated Master Agreement.

**302 Grievant Defined**

The grievant is the bargaining unit member, his/her designee or the Association having the alleged grievance. However, if the Association is processing a grievance for a bargaining unit member, the Association must have the individual's written permission to proceed.

**303 Days Defined**

"Days" shall mean actual working school days during the school year and during summer vacation weekdays, Monday through Friday, excluding legal holidays.

**304 Rights of the Grievant and the Association**

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the formal grievance procedure by the Association.
- B. The grievance committee of the Association shall receive notice of each meeting held to resolve the grievance whether formal or informal and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice of disposition is required to be sent to the grievant.
- C. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment, nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.
- D. A grievance may be withdrawn at any level by the grievant without prejudice or record.

**305 Time Limits**

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- B. If a teacher does not file a grievance in writing within twenty (20) working days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived. This does not apply to continuing grievances.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits permits the grievant to proceed to the next step.
- E. All filings of grievances, notices of hearings, and dispositions of grievance shall be handled in one of two (2) ways: regular U.S. mail or certified mail with proof of receipt.
- F. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- G. All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable to by the parties in interest, but no later than the beginning of the next school term.

**306 Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to all grievances.
- B. All parties agree that proceedings shall be kept as confidential as is appropriate.
- C. If the immediate supervisor determines that he/she cannot render a decision in the matter, he/she will automatically forward the grievance to Step II and notify the Association and the grievant of such.

**307 Informal Procedure**

- A. If a grievant believes there is a basis for a grievance, he/she shall contact the Association President or representative of the Association. The person will then notify his/her principal or immediate supervisor in writing and discuss the matter with him/her in an effort to resolve the problem informally.
- B. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or this contract. The Association will be invited to be present if there is to be an adjustment regarding the contract.

**308 Formal Procedure**

A. Step I

If the grievance is not resolved within ten (10) days of such informal meeting, the grievant may present his/her formal claim by submitting a completed Grievance Report Form, Step I, in triplicate (Appendix A). Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated, and the relief sought shall be submitted by the grievant to the immediate supervisor(s). Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his/her representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning copies to the grievant, the Association, and the Superintendent.

B. Step II

- 1. If the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant and/or his/her representative shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within ten (10)

days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her representative. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and forwarding it to the grievant, the Association, and the immediate supervisor.

2. If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered settled.

C. Step III

1. If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, then the grievant and/or his/her representative shall complete Grievance Report Form, Step III, within five (5) days and submit the grievance to the Board by filing a copy with the Board Treasurer. Notification of such appeal shall be given to the Superintendent, the immediate supervisor, and the Association.
2. The Board, at its next regular or special meeting after the filing of the appeal shall meet with the grievant and/or his/her representative and the Superintendent or his/her designee to review such grievance in executive session. If the next regular or special meeting of the Board is scheduled for less than seven (7) days after receipt of the filing, the review will be scheduled for the next following regular or special Board meeting in order to accomplish the notification requirements and the Board shall issue a decision within ten (10) days of the hearing.
3. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the grievant. Copies of the action shall be sent to the grievant, the Association, the Superintendent, and the immediate supervisor.
4. If the grievant and/or his/her representative fail to forward the Grievance Report Form to the Board Treasurer within five (5) days after receipt of the disposition from the Superintendent (Step II), then the grievance shall be considered settled.

D. Step IV

1. If the grievant is not satisfied with the disposition made by the Board, or if no disposition has been made within the above stated time limits, then the grievant and/or his/her representative shall, by letter and within twenty (20) days, submit a demand for arbitration to the American Arbitration Association (AAA) with a copy to the Superintendent, the Association, and the Board Treasurer. Selection of the arbitrator shall follow the rules of the

AAA. The costs of these proceedings shall be equally split between the Board and the grievant. The decision of the arbitrator shall be binding on all parties.

2. If the grievant and/or his/her representative fail to appeal to arbitration within the time limits above, the grievance shall be considered settled.
3. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this contract. If there is any question as to arbitrability of a grievance, arbitrability shall be determined by the arbitrator as part of the arbitrator's decision in an expedited fashion prior to ruling on the merits.

#### ARTICLE IV- LEAVES OF ABSENCE

##### **401 Sick Leave**

- A. Each teacher who is employed by the Board shall be entitled to fifteen (15) days of sick leave with pay for each year under contract, which shall be credited at the rate of (1-1/4) days per month. Teachers, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, pregnancy, child birth, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the teacher's immediate family.
- B. The Board shall require a teacher to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
- C. A teacher who has given birth will be permitted thirty (30) consecutive days of sick leave following delivery providing said teacher has accumulated sick leave. The leave will begin on the day of the birth of the child. The teacher will be paid during this leave for days scheduled to work until accumulated sick leave is exhausted.
- D. Falsification of a statement is grounds for a suspension or termination of employment.
- E. Upon his/her initial employment by the Dalton Local School District, a teacher not transferring sick leave from another district shall be granted an advance of five (5) days of sick leave.
- F. Teachers do not accumulate sick leave for time in military service.
- G. The maximum accumulated sick leave for any teacher shall be two hundred forty (240) days.

- H. For illness or injury, "immediate family" shall be interpreted to mean: parent, child, spouse, brother, sister, mother-in-law, father-in-law, or any other resident living in the teacher's home. Leave where other relationships are the reason may be approved first by the principal and then by the Superintendent.
- I. For death, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, grandchildren, mother-in-law, father-in-law, niece, nephew, brother-in-law, sister-in-law, or any other resident living in the teacher's home. Leave where other relationships are the reason may be approved first by the principal and then by the Superintendent.
- J. Medical and dental appointments will not be considered as use of sick leave unless the appointment cannot be made at any other time. Standing medical or dental appointments cannot be justified as sick leave during the school day, unless the appointment cannot be made at any other time.
- K. Upon returning to duty, all teachers shall complete the required absence form which will be considered an affidavit, to justify the use of any sick leave.
- L. When a teacher is absent, he/she shall contact the building principal or his/her designee as soon as he/she is aware of the need for use of sick leave.

**402 Personal Leave**

- A. Each regularly employed teacher under contract to the Board shall be permitted three (3) unrestricted days of absence during the school year with full pay to conduct personal business.
- B. The following guidelines will be in effect:
  - 1. Not more than two (2) teachers in each building -- High School, Intermediate, and Dalton Elementary, and one (1) teacher at Kidron Elementary may use personal leave during any one day. Administrators may adjust this limit upward in emergency or extenuating circumstances.
  - 2. Prior approval is necessary except for emergencies.
  - 3. In an emergency situation the same form must be completed and submitted within two (2) days after the teacher returns to work.
  - 4. Request forms are available from the building principal or supervisor and must be submitted to him/her for approval.
  - 5. The principal or supervisor will act on the request, notify the teacher, and forward the form to the Board Treasurer for processing.
  - 6. When the request is a borderline situation, it may be referred to the Personal Leave Committee for a decision. This Committee will be composed of

principals, the Superintendent, and one (1) teacher appointed by the Association.

7. Requests should be submitted at least two days before the requested date.
  8. Personal leave is not cumulative.
  9. Personal leave is not to be used the day before or the day following any school vacation, school compensation day, or holiday, unless specific reason is given for the request and the request is approved in advance by the administration or unless such is due to an emergency.
  10. Personal days are not to be used during the first and last ten (10) working days of school, or for in-service days, unless approved In advance by the administration or unless such is due to an emergency.
- C. Unused personal leave shall be converted on a day-for-day basis to sick leave (until the maximum accumulation of days permitted by Section 401/G is reached) each July 1.

**403 Professional Meetings Leave**

- A. Attending professional meetings, participating in educational opportunities and attending special events relating to school functions are important factors for professional growth of staff. Such activities provide opportunities for professional staff members to exchange ideas, visit other professionals, accompany school field trips as deemed appropriate by the administration, meet outstanding individuals in education and related fields, and to observe practices and techniques and/or evaluate materials.
- B. Professional staff shall be permitted one hundred fifty dollars (\$150.00) maximum per meeting. Teachers who attend meetings under this policy shall be limited to two (2) approved meetings per year. On occasion and with prior administrative approval, professional leave may be granted to exceed the maximum of two (2). The line item limit in this provision shall be four thousand five hundred dollars (\$4,500). The Superintendent may increase the maximum of one hundred fifty dollars (\$150.00) per meeting if a funding source in addition to the four thousand five hundred dollar (\$4,500) line item is available. The funding for professional meetings for the coaching and vocational areas will not be included in this line item 26.
- C. Where a meeting grant includes independent funding for expenses, the CAPS set forth in the preceding paragraph do not apply.
- D. Since attendance at professional meetings cannot be granted on an unlimited basis, the attached application form (Appendix B), incorporating certain guidelines and/or regulations, will be used to request attendance at such meetings.

**404 Compulsory Leave**

Release time shall be granted for required appearances in court or other tribunal where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the form, the substantiation given by the court or other tribunal for his/her required attendance. Witness fees and jury duty pay must be forwarded to the titian' within ten (10) days of receipt by the teacher.

**405 Child Care Leave**

A teacher may request, and shall be granted, a child care leave of absence without pay or benefits on the conditions set forth below:

- A. The child care leave of absence shall be for the balance of the school year in which the birth of the child is expected. Requests for child care leave must be made In writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before July 10.
- B. The leave shall be extended for one (1) additional school year, upon written request of the teacher to the Board made not later than April 1 preceding the year for which such leave is requested. If a teacher fails to comply with this specific deadline, said teacher forfeits the right to leave extension.
- C. When the teacher desires to terminate such leave, application for reinstatement must be made by the teacher at any time during the school year prior to April 1. Failure to apply for reinstatement prior to April 1 waives the right of the teacher to be reinstated. If the Board judges it to be educationally sound, it may allow a teacher to return prior to the beginning of the next school year.
- D. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave.
- E. A teacher who is adopting a child shall be entitled to an unpaid leave under this Section and subject to these same conditions.
- F. Teachers on child care leave will continue to have insurance coverage according to the Family Medical Leave Act of 1993.

**406 No Pay Earn Days**

Any absences not covered by other leaves herein or which go beyond the maximum accumulated herein may be granted upon the approval of the Superintendent and shall result in the loss of pay based on the contractual daily rate of pay for the teacher.

**407 Association Leave**

The Board will grant one (1) day of leave to a representative of the Association for the purpose of attending an Association sponsored meeting.

**408 Assault Leave**

- A. A bargaining unit member who suffers a physical disability as a result of an unprovoked assault which occurs in the course of employment in the District shall be maintained on full pay for up to thirty (30) days during the resulting absence from his/her assigned duties. Such leave shall not be charged to the sick leave entitlement of the bargaining unit member.
- B. In order to be entitled to assault leave, a bargaining unit member shall:
  - 1. Complete a signed report on forms approved by the District and submit to the Board Treasurer within five (5) workdays of the alleged assault.
  - 2. If medical attention is required, submit a certificate from a licensed physician stating the nature of the disability and its probable duration (and each pay period thereafter).
  - 3. Apply for Workers' Compensation.
- C. Upon receipt of these documents, the Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault.
- D. Payment for assault leave shall be at the bargaining unit member's rate of pay in effect at the time of the assault or at such increased rate for which the bargaining unit member may become eligible. Salary hereunder shall be mitigated by any salary compensation the bargaining unit member may receive from any other source.

**ARTICLE V- TEACHER RIGHTS**

**501 Transfers**

- A. Voluntary
  - 1. Those teachers requesting a change of assignment either within their buildings or outside their buildings will file such requests on a form to be provided by the Administration included as Appendix D.
  - 2. Area of competency, certification, quality of teaching performance, and length of service in the District shall be considered as factors in assignment of teachers who have requested transfers.

3. When vacancies meeting the specific request are available, the teacher requesting the change will be given first consideration, providing the teacher making the request is qualified for the position available.

B. Involuntary

When transfers other than by request are necessary or appear to be necessary, a personal conference prior to written notification of transfer shall be initiated with the teacher by the Superintendent or his/her designee. During such conference, the reasons for such transfer will be discussed and the teacher will have an opportunity to express any concerns regarding such transfer.

**502 Vacancies**

- A. The Administration will post all teaching and supplemental vacancies in each building to inform staff about openings. During the summer months, the Administration will notify the Association President about said vacancies. The following statement will be placed in the District Handbook: "During the summer months, the Administration will notify each teacher about vacancies. No one will be interviewed until three (3) weekdays after notification is sent to the teaching staff during the summer."
- B. No one will be interviewed or hired to fill such position(s) until three (3) week days following the posting or three (3) week days after notification is sent to the Association President during the summer,
- C. The Superintendent or his/her designee will advise candidates for vacancies of the outcome following the selection of a candidate for a given position within ten (10) weekdays.

**503 Teaching Assignment Notification**

Tentative assignments for current staff for the succeeding school year shall be made on or before June 10.

**504 Reduction In Force**

A. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular teachers after leaves of absence, changing or abolishing course offerings or selections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction of staff.

B. Suspension of Contracts

Reduction under this procedure will be accomplished through the suspension of teachers' contracts. A reduction in force shall commence at the beginning of the following work year.

C. Notification

Thirty (30) calendar days prior to the end of the work year, the Board shall give written notice to the Association and to the teachers affected of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff and the teacher or teachers who may be initially affected in the District.

D. Order of Reduction

1. Limited contract teachers shall be reduced by using the following order:
  - a. Certification/Licensure
  - b. Seniority in the District
2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure, and then by seniority.

E. Procedure

1. On or before January 10 of each school year, the Superintendent will develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed.
2. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this District. Part-time bargaining unit member service shall be counted proportionately to the nearest one-half (1/2).
  - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
  - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
    - 1) the date of the Board meeting at which the teacher was hired; and then by
    - 2) the date the teacher signed his/her initial employment contract in the District; and then by
    - 3) any remaining ties will be broken by lot.

3. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

F. Recall

1. Teachers who are hired for one (1) year or less to replace a teacher who is on leave of absence shall not have recall rights if they become unemployed due to a reduction in force. Teachers unemployed as a result of a staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. While there are previous teachers of the District who are unemployed as a result of reduction in staff and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by a certified registered and restricted delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) business days of the returned certificate of a certified delivery of offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
5. Teachers returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary, and existing fringe benefits.
6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 504B, above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher.
7. It shall be the responsibility of all teachers to have on file in the Superintendent's Office, all valid Ohio Teaching Certificates and/or licenses.
8. A teacher when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.

9. A teacher who, at the time of RIF, served less than full-time will be recalled per other recall provisions on an equivalent fractional basis as when the RIF occurred to the nearest one-half (1/2) [i.e. a teacher who taught part-time would be recalled part-time for an equivalent portion of the day/ contract).

**505 Superintendent's Teachers' Advisory Council**

If convened by the Superintendent, the Advisory Council shall be made up of the Superintendent and four (4) teachers chosen by the Association. This Council shall not make recommendations which would alter the terms of this Agreement.

**506 Evaluation**

- A. Evaluation criteria will be explained to the staff before formal classroom observation. Said evaluation system will be uniform in relationship to actual form throughout the system. Said evaluation system shall include the use of the same form throughout the District. (See Appendix E) Evaluations done on other than the official form shall not be considered valid by the Board.
- B. Teachers under limited contracts in the following categories will be evaluated as follows:
  1. First year teachers;
  2. Teachers who are new to the District;
  3. Teachers in the final year of a contract;
  4. Teachers who are eligible for a continuing contract;
  5. Any teacher as requested by the Board, Superintendent, or principal; and
  6. Any teacher who requests to be evaluated.
  7. Teachers on continuing contract will be evaluated at least once every five (5) years.
- C. Evaluation Procedure
  1. The teacher must be evaluated twice in the school year. One evaluation must be conducted no later than January 15, with a written report to the teacher being due no later than January 25. The second evaluation must be conducted between February 10 and April 1, with a written report to the teacher being due no later than April 10.
  2. All classroom observations will be at least thirty (30) minutes in duration. Two (2) of the four (4) observations may be conducted without the

teacher's prior knowledge; two (2) will be conducted with the knowledge of the teacher.

- D. Teachers who are evaluated have the right to be Informed of deficiencies as soon as is practicable. Post-observation conferences will be held within five (5) school days of the second observation of each observation set; however, no single observation will go beyond ten (10) school days without a post-observation conference.
- E. After the first set of observations and post-observation conference(s), the principal may recommend to the Superintendent that another District principal or an appropriately certificated and/or licensed principal or supervisor employed by the Board be assigned to conduct all or part of the second set of observations and post-observation conference(s). If a second observer/evaluator is brought in per the above, any contract recommendation shall reflect all observations and both evaluations.
- F. After the first set of observations, the teacher may request that another observer/evaluator be assigned by the Superintendent to conduct the second set of observations and post-observation conference(s). The request must be directed to the principal who will present the request to the Superintendent. The Superintendent will use his/her discretion in providing a second observer/evaluator, if any. If a second observer/evaluator is brought in per the above, any contract recommendation shall reflect all observations and both evaluations.
- G. The supervising principal and the Superintendent and/or his/her designee will meet with the teacher and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall be specifically stated in writing if requested by the teacher.
- H. Each traveling teacher shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrator(s) (in whose building(s) said traveling teacher is assigned during the school year) in making the evaluation. Any said input shall be provided to the teacher as part of the evaluation process. Building administrators not responsible for the primary evaluation shall spend at least one (1) thirty (30) minute observation period prior to providing input.
- I. A committee composed of two representatives of the Association and two representatives of the Administration shall meet to discuss any changes to the current evaluation procedure.
- J. Upon agreement of the committee members, any changes will become part of the bargaining agreement.

**507 Multi-Year Limited Teaching Contracts**

- A. A teacher will receive no more than four (4) one-year limited contracts during his/her employment before being granted a two-year limited teaching contract, if said teacher is not eligible for a continuing contract. A teacher will receive no more than four (4) two-year limited contracts during his/her employment before being granted a three-year limited teaching contract if said teacher is not eligible for a continuing contract. A teacher will continue to receive three-year limited contracts until the teacher is eligible for a continuing contract or retires. Five-year limited contracts shall continue to be issued to any teacher currently having a five-year contract.
- B. A teacher may receive a limited contract of lesser duration than that previously held after being informed about deficiencies.
- C. This Section is not applicable to supplemental contracts.

**508 Disciplinary Action**

- A. Disciplinary action of a teacher for violations of this Contract, Board Policy, professional behavior, or State laws shall only be for just cause.
- B. Such action shall consist of five (5) progressive steps. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed.

First Step: Written Warning placed in personnel file.

Second Step: Second Written Warning placed in personnel file.

Third Step: Suspension of up to three (3) workdays with or without pay.

Fourth Step: Suspension of up to ten (10) workdays with or without pay.

Fifth Step: Discharge

- C. Discipline at any of the first three (3) steps will be removed from the bargaining unit member's personnel file two (2) years after being imposed. Discipline at the Fourth Step shall be removed three (3) years after being imposed.
- D. A suspension without pay may only be determined by the Superintendent.
- E. The following provisions apply beginning with the First Step:
  - 1. All bargaining unit members will be given one (1) school day's advanced written notice of such meeting.

2. All members shall have the right to a representative of his/her choice, at any disciplinary conference with the Administration.
3. If the chosen representative is not available, then the member must select one who is available.
4. The Administration may, likewise, have representation present.
5. All parties shall have the right to have an equal number of representatives present, as a witness, at any conference with the Administration.

**509 School Year and Calendar**

- A. The Superintendent will seek input from the Association prior to recommending the annual calendar. Make-up days are adopted as part of the annual Board-adopted calendar with the first five (5) required days being included in the school calendar. If State law or minimum educational standards change the required year, the parties will meet to mutually resolve this problem.
- B. If parent conferences are scheduled by the Administration and/or Board outside the workday, commensurate release time shall be scheduled soon thereafter for all affected staff.
- C. The work year for regular teachers shall be one hundred eighty-four (184) total days. If State law or minimum educational standards change the required year, the parties will meet to mutually resolve this problem.
- D. Days, in addition to those above, shall be paid by extended time supplemental contract on a per diem rate basis. This excludes any work performed under any other adopted supplemental contract.

**510 School Day, Planning Time and Lunch**

- A. The teacher workday shall be no longer than that which is reflected by the current schedule (Dalton Local High School and Dalton Intermediate School: 7:40 AM - 3:10 PM.; Dalton Elementary School and Kidron Elementary School: 8:15 AM - 3:45 PM) excluding days when staff meetings are conducted; however, this does not imply the inability to adopt a different but equivalent schedule. While the Board desires teachers to provide a reasonable amount of supervision when and where appropriate, the Administration shall not assign responsibility for any student supervision outside of the working day. This is not to suggest teachers cannot volunteer to supervise students outside the working day. Teachers covered by supplemental contract under Article VIII are expected to provide student supervision for students involved in the activity covered by the supplemental contract.
- B. Each teacher shall be granted at least a thirty (30) minute duty-free lunch each school day.

C. Conference and Planning Time

1. High School and Middle School

Each teacher shall be provided planning time equal to at least one (1) teaching period within the workday. Reasonable efforts shall be made to schedule planning time within the student day.

2. Elementary

Teachers shall be provided at least two hundred (200) minutes per week during the workday. Reasonable efforts shall be made to schedule planning time within the student day.

3. Special Area Teachers

For the purposes of determining conference and planning time, at the start of each school year the Administration shall designate each special area teacher as being either a "High School and Middle School" teacher or an "Elementary" teacher, and conference and planning time will be provided according to the above.

**511** Class Size

- A. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000 - Basic ADM and no less than five (5) Education Service Personnel (ESP) per 1,000 students. For purposes of this Section, classroom teacher and ESP teacher shall be defined as per ORC 3317.023.
- B. Principals will make every effort to keep Grades K through 5 at a reasonable number of students. Attempts will be made to have no more than twenty-five (25) students assigned to any teacher in these grades. Split classes (multiple grades combined in Grades K-5) will be smaller than regular classes and principals will make attempts to provide aide time to teachers of split sections. Principals will make attempts to provide aide time to teachers of elementary classes when class enrollment includes twenty-eight (28) or more students.

**512** Substitute Teachers

A reasonable attempt will be made to provide substitutes for all teaching areas including special area teachers. In the event that no regular substitute is available, a principal may ask (a) teacher(s) to share the load. Teachers may refuse this request. After sixty (60) minutes of volunteered time, a teacher will be paid at a rate of nine dollars (\$9.00) per hour. The teacher is responsible to complete the form (Appendix G), have such approved for payment by the principal, and forward completed form to the Treasurer's Office. Payment for such will be included in the next regular scheduled pay after the receipt of the completed form.

**513 Part-Time Teacher Rights**

- A. Teachers who work less than one-half (1/2) time will be provided hospital and dental coverage upon making full premium payment. In order to be covered, the part-time teacher must enroll during an annual enrollment period established by the insurance carrier.
- B. Part-time teachers equivalent to at least half-time (1/2) or more, upon renewal, shall be granted a two (2) year contract after five (5) years of continuous one (1) year contracts.
- C. Part-time teachers shall be provided sick leave and personal leave on a prorated basis.

**514 Teacher Rights**

A. Student Needs

Nothing in policy shall be construed as requiring a teacher to administer a medication/drug to a student if the teacher objects. A teacher may defer from attending to a student's intimate needs.

B. Student Behavioral Problems; Right to Know

Principals shall make every reasonable effort to notify teachers of known, potentially violent, behavior problems of students.

C. Teacher Lounge Privacy

Salespersons should seek permission from the Superintendent and Board Treasurer for access to District buildings. When said access has been granted, either the Superintendent or Board Treasurer must communicate to the Association President. Under no circumstances should a salesperson be stationed in teacher lounges in the District buildings.

**515 Student Tuition Waiver**

The Board will waive any tuition of nonresident children of employees covered by this Collective Bargaining Agreement.

**516 Complaints**

- A. A teacher who is the subject of a complaint, whether oral or in writing, shall be notified of the complaint by the administrator to whom the complaint was addressed within five (5) days of the receipt of the complaint.
- B. An anonymous complaint, whether oral or in writing, will not be placed in the personnel file of a teacher. However, such complaint may be the subject for

discussion between the administrator and the teacher. Thereafter, if, in the judgment of the administrator, further investigation is needed, the results of the investigation may be placed in the teacher's personnel file, and the teacher shall have the right to attach his/her response.

- C. No complaint or correspondence will be placed in the personnel file. When deemed necessary, the building principal may choose to conduct an investigation into a complaint that may lead to a letter of explanation or reprimand for the teacher, and a copy of this letter may be placed in the personnel file subject to Section 517.

#### **517 Personnel Files**

- A. There shall be only one (1) official personnel file. This shall be kept in the Superintendent's office or safe. Submission of rebuttals, or other matters to be placed in the file, or obtaining copies of materials except classified college/university credentials will be through the Superintendent. Unofficial building principal's file contents may only be used if provided to the teacher and to the official personnel file prior to being used against the teacher.
- B. All documents included in a teacher's personnel file shall be dated, identifiable as to source, relevant to teaching, certification, applicable legal requirements, and performance on the job. No inaccurate information will knowingly be included.
- C. A staff member may review his/her personnel file during the regular business day with reasonable prior notice to the Superintendent. The file will be available for review within twenty-four (24) hours following the request. Notwithstanding the above, nothing in this paragraph should be construed to imply access to records when the office is closed.
- D. Teachers shall be provided a copy of any material that will be placed into the file.

#### **518 Entry-Year Teacher (EYT) Program**

- A. Trained mentors will be assigned to all teachers who are in their first year of employment by the Board. Trained mentors will be assigned by majority vote of the Local Professional Development Committee (LPDC). Teachers who have been previously employed by the Board but who have a change in building assignment may be assigned a trained mentor. Assignment of a trained mentor to a teacher who changes buildings may be made upon request of the teacher or the building principal with the approval of a majority of the LPDC. Trained mentors retain the right to accept or reject an assignment.
- B. Full-time teachers with at least three (3) years of teaching experience in the Dalton Local School District choosing to be mentors will be established as such in each school with the approval of the building principal and the Association President, and upon completion of a mentorship training program sanctioned by the District and the Association.

- C. Trained mentors who are assigned to a full-time teacher new to the District, or a full-time teacher assigned to a different building, shall be compensated at a rate of 0.02 percent of the BA-0 step base per year per Entry-Year Teacher or a higher amount if obtained by grant, the ESC, or the State. Trained mentors who are assigned to teachers working only one (1) semester, or on a part-time employment basis that is closer to one-half (1/2) time than full-time, shall be compensated at a rate of one-half (1/2) of the full-time mentor. Mentors and the teachers being mentored shall have a sum total of three (3) professional days between them to be used at their discretion for mentoring-related activities.
- D. The assigned mentor shall collaborate with the building principal and other staff members, as appropriate, to assist the Entry-Year Teacher in the successful completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.
- E. The responsibilities of the mentor shall include, but not be limited to, the following:
  - 1. Participation in mentorship training as mentioned above.
  - 2. Accessibility to the Entry-Year Teacher on a daily basis with occasional classroom observations, and consultations with the Entry-Year Teacher above and beyond the school day.
  - 3. Keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year, for reimbursement justification.
- F. The above procedure will be reviewed by the Board and the Association at the end of each school year for possible modification.

## **ARTICLE VI- BOARD RIGHTS**

### **601 Criminal Records**

- A. All new applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including, but not limited to, a fingerprint sample.
- B. The criminal record check will be conducted in the manner prescribed by law.
- C. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.
- D. If the results of the criminal record check demonstrates that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Dalton Local Schools.

**602 OSHA (Occupational Safety and Health Act)**

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Occupational Safety and Health Act Agency until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

B. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 may only use the grievance procedure in this Contract as the means for asserting such a claim.

**603 Management Rights**

A. Unless the Board agrees otherwise in this Agreement, the Board retains the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means, or personnel by which Board operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.

B. The Board is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

- C. A member of the bargaining unit may raise a legitimate complaint or file a grievance based on this Agreement.

**ARTICLE VII- SALARY**

**701 Salary Index**

<u>EXP</u>	<u>NON DEGREE</u>	<u>BA/BS</u>	<u>150 SEM HRS</u>	<u>MA/MS</u>	<u>MA/ MS + 25 SH**</u>
0	0.875	1.000	1.038	1.095	1.135
1	0.900	1.038	1.081	1.143	1.183
2	0.970	1.076	1.124	1.191	1.231
3	1.005	1.114	1.167	1.239	1.279
4	1.040	1.152	1.210	1.287	1.327
5	---	1.190	1.253	1.335	1.375
6	---	1.228	1.296	1.383	1.423
7	---	1.266	1.339	1.431	1.471
8	---	1.304	1.382	1.479	1.519
9	---	1.342	1.425	1.527	1.567
10	---	1.380	1.468	1.575	1.615
11	---	1.418	1.511	1.623	1.663
12	---	1.456	1.554	1.671	1.711
13	---	1.494	1.597	1.719	1.759
16	---	1.532	1.640	1.767	1.807
20	---	1.570	1.683	1.815	1.855
25	---	1.615	1.733	1.870	1.910

\*These must be graduate hours taken after completion of MA/MS.

**702** The base salary shall increase by one percent (1%) effective July 1, 2008; by one percent (1%) effective July 1, 2009; and one percent (1%) effective July 1, 2010.

**703 Contingencies**

2008-09 School Year:

In addition to the one (1%) percent increase in the BA-zero base, indexed, provided for in Article 702:

The salary may be increased up to an additional two (2%) percent if:

- a. If the expenditures for 2008-09 are less than \$6,660,251(which is the sum total of lines 3.01 and 3.02), such savings shall be used to increase the BA base, zero step, indexed up to an additional one (1%), effective July 1, 2008, payable the second pay in July 2009.

The implementation of "a" above is contingent on the sum of lines 1.01, 1.02, 1.03, 1.035, 1.05 being no less than \$7,292,461.

If the contingences in "a" above are sufficient to provide a one (1%) percent increase, then the following shall apply:

- b. If the district receives additional non-mandated, recurring revenue in 2008-09 above the district's projections of \$7,292,461 (which is the sum total of lines 1.01, 1.02, 1.03, 1.035, 1.05), sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to an additional one (1%) percent, effective July 1, 2008, payable the second pay in July 2009.
- c. In no event shall the total salary increase from "a" and "b" above exceed two (2%) percent.
- d. The increases shall be calculated by dividing the sixty (60%) percent by the total salary costs.
- e. Increases shall be made in increments of five tenths percent.

2009-10 School Year:

In addition to the one (1%) percent increase in the BA-zero base, indexed, provided for in Article 702:

The salary may be increased up to an additional two (2%) percent if:

- a. If the expenditures for 2009-10 are less than \$6,956,474 (which is the sum total of lines 3.01 and 3.02), such savings shall be used to increase the BA base, zero step, indexed up to an additional one (1%), effective July 1, 2009, payable the second pay in July 2010.

The implementation of "a" above is contingent on the sum of lines 1.01, 1.02, 1.03, 1.035, 1.05 being no less than \$7,518,919.

If the contingences in "a" above are sufficient to provide a one (1%) percent increase, then the following shall apply:

- b. If the district receives additional non-mandated, recurring revenue in 2009-10 above the district's projections of \$7,518,919 (which is the sum total of lines 1.01, 1.02, 1.03, 1.035, 1.05), sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to an additional one (1%) percent, effective July 1, 2009, payable the second pay in July 2010.

- c. In no event shall the total salary increase from “a” and “b” above exceed two (2%) percent.
- d. The increases shall be calculated by dividing the sixty (60%) percent by the total salary costs.
- e. Increases shall be made in increments of five tenths percent.

2010-11 School Year:

In addition to the one (1%) percent increase in the BA-zero base, indexed, provided for in Article 702:

The salary may be increased up to an additional two (2%) percent if:

- a. If the expenditures for 2010-11 are less than \$7,267,481 (which is the sum total of lines 3.01 and 3.02), such savings shall be used to increase the BA base, zero step, indexed up to an additional one (1%), effective July 1, 2010, payable the second pay in July 2011.

The implementation of “a” above is contingent on the sum of lines 1.01, 1.02, 1.03, 1.035, 1.05 being no less than \$7,622,565.

If the contingences in “a” above are sufficient to provide a one (1%) percent increase, then the following shall apply:

- b. If the district receives additional non-mandated, recurring revenue in 2010-11 above the district’s projections of \$7,622,565 (which is the sum total of lines 1.01, 1.02, 1.03, 1.035, 1.05), sixty percent (60%) of such increase shall be used to increase the BA base, zero step indexed up to an additional one (1%) percent, effective July 1, 2010, payable the second pay in July 2011.
- c. In no event shall the total salary increase from “a” and “b” above exceed two (2%) percent.
- d. The increases shall be calculated by dividing the sixty (60%) percent by the total salary costs.
- e. Increases shall be made in increments of five tenths percent.

704 Salary Effective July 1, 2008

EXP.	BACHELOR INDEX B	150 SEM HRS INDEX 150 SH	MASTER INDEX M	MASTER + 25 INDEX M+25
0	\$31,215	\$32,401	\$34,180	\$35,429
	1	1.038	1.095	1.135
1	\$32,401	\$33,743	\$35,679	\$36,927
	1.038	1.081	1.143	1.183
2	\$33,587	\$35,086	\$37,177	\$38,426
	1.076	1.124	1.191	1.231
3	\$34,774	\$36,428	\$38,675	\$39,924
	1.114	1.167	1.239	1.279
4	\$35,960	\$37,770	\$40,174	\$41,422
	1.152	1.21	1.287	1.327
5	\$37,146	\$39,112	\$41,672	\$42,921
	1.19	1.253	1.335	1.375
6	\$38,332	\$40,455	\$43,170	\$44,419
	1.228	1.296	1.383	1.423
7	\$39,518	\$41,797	\$44,669	\$45,917
	1.266	1.339	1.431	1.471
8	\$40,704	\$43,139	\$46,167	\$47,416
	1.304	1.382	1.479	1.519
9	\$41,891	\$44,481	\$47,665	\$48,914
	1.342	1.425	1.527	1.567
10	\$43,077	\$45,824	\$49,164	\$50,412
	1.38	1.468	1.575	1.615
11	\$44,263	\$47,166	\$50,662	\$51,911
	1.418	1.511	1.623	1.663
12	\$45,449	\$48,508	\$52,160	\$53,409
	1.456	1.554	1.671	1.711
13	\$46,635	\$49,850	\$53,659	\$54,907
	1.494	1.597	1.719	1.759
16	\$47,821	\$51,193	\$55,157	\$56,406
	1.532	1.64	1.767	1.807
20	\$49,008	\$52,535	\$56,655	\$57,904
	1.57	1.683	1.815	1.855
25	\$50,412	\$54,096	\$58,372	\$59,621
	1.615	1.733	1.87	1.91

705 Salary Effective July 1, 2009

EXP.	BACHELOR INDEX B	150 SEM HRS INDEX 150 SH	MASTER INDEX M	MASTER + 25 INDEX M+25
0	\$31,527	\$32,725	\$34,522	\$35,783
	1	1.038	1.095	1.135
1	\$32,725	\$34,081	\$36,035	\$37,296
	1.038	1.081	1.143	1.183
2	\$33,923	\$35,436	\$37,549	\$38,810
	1.076	1.124	1.191	1.231
3	\$35,121	\$36,792	\$39,062	\$40,323
	1.114	1.167	1.239	1.279
4	\$36,319	\$38,148	\$40,575	\$41,836
	1.152	1.21	1.287	1.327
5	\$37,517	\$39,503	\$42,089	\$43,350
	1.19	1.253	1.335	1.375
6	\$38,715	\$40,859	\$43,602	\$44,863
	1.228	1.296	1.383	1.423
7	\$39,913	\$42,215	\$45,115	\$46,376
	1.266	1.339	1.431	1.471
8	\$41,111	\$43,570	\$46,628	\$47,890
	1.304	1.382	1.479	1.519
9	\$42,309	\$44,926	\$48,142	\$49,403
	1.342	1.425	1.527	1.567
10	\$43,507	\$46,282	\$49,655	\$50,916
	1.38	1.468	1.575	1.615
11	\$44,705	\$47,637	\$51,168	\$52,429
	1.418	1.511	1.623	1.663
12	\$45,903	\$48,993	\$52,682	\$53,943
	1.456	1.554	1.671	1.711
13	\$47,101	\$50,349	\$54,195	\$55,456
	1.494	1.597	1.719	1.759
16	\$48,299	\$51,704	\$55,708	\$56,969
	1.532	1.64	1.767	1.807
20	\$49,497	\$53,060	\$57,222	\$58,483
	1.57	1.683	1.815	1.855
25	\$50,916	\$54,636	\$58,955	\$60,217
	1.615	1.733	1.87	1.91

706 Salary Effective July 1, 2010

EXP.	BACHELOR INDEX B	150 SEM HRS INDEX 150 SH	MASTER INDEX M	MASTER + 25 INDEX M+25
0	\$31,842	\$33,052	\$34,867	\$36,141
	1	1.038	1.095	1.135
1	\$33,052	\$34,421	\$36,395	\$37,669
	1.038	1.081	1.143	1.183
2	\$34,262	\$35,790	\$37,924	\$39,198
	1.076	1.124	1.191	1.231
3	\$35,472	\$37,160	\$39,452	\$40,726
	1.114	1.167	1.239	1.279
4	\$36,682	\$38,529	\$40,981	\$42,254
	1.152	1.21	1.287	1.327
5	\$37,892	\$39,898	\$42,509	\$43,783
	1.19	1.253	1.335	1.375
6	\$39,102	\$41,267	\$44,037	\$45,311
	1.228	1.296	1.383	1.423
7	\$40,312	\$42,636	\$45,566	\$46,840
	1.266	1.339	1.431	1.471
8	\$41,522	\$44,006	\$47,094	\$48,368
	1.304	1.382	1.479	1.519
9	\$42,732	\$45,375	\$48,623	\$49,896
	1.342	1.425	1.527	1.567
10	\$43,942	\$46,744	\$50,151	\$51,425
	1.38	1.468	1.575	1.615
11	\$45,152	\$48,113	\$51,680	\$52,953
	1.418	1.511	1.623	1.663
12	\$46,362	\$49,482	\$53,208	\$54,482
	1.456	1.554	1.671	1.711
13	\$47,572	\$50,852	\$54,736	\$56,010
	1.494	1.597	1.719	1.759
16	\$48,782	\$52,221	\$56,265	\$57,538
	1.532	1.64	1.767	1.807
20	\$49,992	\$53,590	\$57,793	\$59,067
	1.57	1.683	1.815	1.855
25	\$51,425	\$55,182	\$59,545	\$60,818
	1.615	1.733	1.87	1.91

## ARTICLE VIII - SUPPLEMENTAL SALARY

- 801** To determine salary, multiply index X current base salary (BA - No Experience).
- 802** Initial years of experience will be determined by the Superintendent.
- 803** Payment for supplemental duties will be made with a separate check on the following basis:
- A. One-half (1/2) of the supplemental salary shall be paid within three (3) weeks of the midway point of the obligation.
  - B. The remainder of the supplemental salary shall be paid within three (3) weeks of receiving written notification in the Treasurer's office of completion of the duties.
  - C. A standard form will be provided for "end of duty" notification.
- 804** Supplemental contracts shall have a maximum duration of one (1) year.
- 805** **Schedule**
- A. The schedule of positions and index does not imply that the Board must fill any with similar positions and would reflect cooperation and agreement between the Superintendent and the Association.
  - B. It may become necessary to split the duties and, therefore, the remuneration for such based upon a variety of factors related to the activity and/or the need at hand or the availability of personnel. The responsibility for an activity and the remuneration for such may be split between the personnel as may be necessary and appropriate. The splitting may occur when two (2) persons who desire such, satisfy the building principal and the Superintendent that such splitting will not adversely affect the activity and, in fact, will strengthen the potential for success of such. In addition, the parties must be in agreement regarding the split - - agreeing to the split and to the percentage of split (duty and stipend). The stipend for each shall be based on the appropriate percentage agreed to by the personnel and Administration. The total percentage for both splitting an activity shall be equal to one hundred percent (100%). The stipend for each person cooperating in the split shall be based on his/her individual experience credit.

<u>Supplemental Activity</u>	<u>Years of Service Credit</u>						
	0	1	2	3	4	5	15
Athletic Director	0.150	0.160	0.170	0.180	0.190	0.200	0.210
Intermediate Athletic Director	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Varsity Baseball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Baseball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Freshman Baseball	0.065	0.070	0.075	0.080	0.085	0.090	0.090
Head Varsity Basketball	0.140	0.150	0.160	0.170	0.180	0.190	0.200
Reserve Basketball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Freshman Basketball	0.070	0.075	0.080	0.085	0.090	0.095	0.095
Intermediate Basketball	0.060	0.065	0.070	0.075	0.080	0.085	0.090
6th Grade Basketball	0.015	0.017	0.019	0.021	0.023	0.025	0.025
HS Cheerleader Advisor (Football/Basketball)	0.065	0.070	0.075	0.080	0.085	0.090	0.095
HS Cheerleader Advisor (Football only)	0.026	0.028	0.030	0.032	0.034	0.036	0.038
HS Cheerleader Advisor (Basketball only)	0.039	0.042	0.045	0.048	0.051	0.054	0.057
Intermediate Cheerleader Advisor	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Cross Country	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Intermediate Cross Country	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Head Varsity Football	0.140	0.150	0.160	0.170	0.180	0.190	0.200
Assistant Varsity Football	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Freshman Football	0.070	0.075	0.080	0.085	0.090	0.095	0.095
Head Intermediate Football	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Assistant Intermediate Football	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Golf	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Varsity Softball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Softball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Varsity Track	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Varsity Track (One Coach)	0.110	0.115	0.120	0.125	0.130	0.135	0.140
Assistant Varsity Track	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Intermediate Track	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Varsity Volleyball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Volleyball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Freshman Volleyball	0.065	0.070	0.075	0.080	0.085	0.090	0.090
Intermediate Volleyball	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Weight Room Supervisor	0.030	0.035	0.040	0.045	0.050	0.055	0.055
Varsity Wrestling	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Intermediate Wrestling	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Academic Challenge	0.030	0.035	0.040	0.045	0.050	0.055	0.060
Intermediate Academic Challenge	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Power of the Pen	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Forensic Program (Speech)	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Forensic Program (League)	0.015	0.017	0.019	0.021	0.023	0.025	0.027
6th Grade Outdoor Education Coordinator	0.025	0.027	0.029	0.031	0.033	0.035	0.037
6th Grade Outdoor Education Staff	\$10.00 per night						
HS Yearbook Advisor	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Intermediate Yearbook Advisor	0.030	0.035	0.040	0.045	0.050	0.055	0.060
HS Newspaper Advisor	0.014	0.015	0.016	0.017	0.018	0.019	0.020
Intermediate Newspaper Advisor	0.011	0.012	0.013	0.014	0.015	0.016	0.017
HS Student Council Advisor	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Intermediate Student Council Advisor	0.022	0.025	0.028	0.031	0.034	0.037	0.040
FTA Advisor	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Junior Class Advisor	0.027	0.031	0.034	0.034	0.037	0.037	0.040
Majorette Advisor	0.010	0.011	0.012	0.013	0.014	0.015	0.016
HS One Act Play	0.035	0.038	0.041	0.044	0.047	0.050	0.053

<u>Supplemental Activity</u>	<u>Years of Service Credit</u>						
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>15</u>
HS Fall Production	0.045	0.049	0.053	0.057	0.061	0.065	0.069
HS Head Teacher	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Intermediate Head Teacher	0.011	0.012	0.013	0.014	0.015	0.016	0.017
Dalton Elementary Head Teacher	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Kidron Elementary Head Teacher	0.009	0.010	0.011	0.012	0.013	0.014	0.015
Instrumental Music Director	0.100	0.110	0.120	0.130	0.140	0.150	0.160
Pep Band Director	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Music Specialist	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Show Choir	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Director-All School Musical	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Assistant Director-All School Musical	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Music Director - All School Musical	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Orchestra Director-All School Musical	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Stage Construction-All School Musical	0.015	0.017	0.019	0.021	0.023	0.025	0.027

## ARTICLE IX - OTHER COMPENSATION

### 901 Severance Pay

- A. Dalton teachers who have earned ten (10) years or more of service with another district(s) in this State will receive severance pay of up to thirty (30) days based on one-fourth (1/4) of accrued, unused sick leave.
- B. Teachers with ten (10) years and above service in the Dalton Local School District will receive severance pay of one-third (1/3) of his/her accrued, unused sick leave up to a maximum of sixty-three (63) days.
- C. In order to receive payment under provisions A or B, above, a teacher must have retired from service with the district immediately prior to retiring under the Ohio State Teachers Retirement System (STRS). Payment of service will be made upon presentation (to the Board Treasurer) of a copy of the first check received by the teacher from STRS or a copy of the first automatic deposit slip representing such.
- D. Payment will be made based upon the daily rate of the teacher at the time of receipt of severance pay. The teacher will receive the severance payment at the time of the first payroll of the calendar year following the year of retirement.
- E. By receiving payment of this unused sick leave, an employee forfeits all accrued and unused sick leave at the time of retirement.
- F. After having retired from any school district, any teacher reemployed by the Board will not be eligible for any payment under Section 901.

### 902 STRS Pick-Up Through Salary Reduction

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System (STRS) on behalf of the certificated/licensed employees, in the amount

of two percent (2%) reported to STRS as earnings, and to continue paying the remaining portion of the teacher's contribution, at no additional cost to the Board as follows:

- A. Except as modified by the above paragraph, the amount to be picked up and paid on behalf of each teacher shall be equal to that required by STRS of the teacher's compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount to be picked up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all teachers in the bargaining unit and shall be included in earnings for retirement purposes for all certificated staff. The Board shall pay retirement on the picked-up amount.
- C. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of Board pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- E. The Board shall be held harmless from any action by the State or Federal government to terminate or modify this plan. All monies owed by bargaining unit members will solely be their responsibility.

**903 Professional Development Committee (LPDC)**

A. Operation

- 1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for Continuing Education Units, organizing and planning in-service programs, mentor training, mentor programs in conjunction with the Administration, Continuing Education Units (if approved by the State of Ohio), identifying and establishing priorities for District staff development, and serving as one discussion group for instruction and curriculum issues.
- 2. The term of office for LPDC members shall be three (3) years.
- 3. The LPDC shall be composed of three (3) persons appointed by the Association and two (2) persons appointed by the Superintendent. Corresponding vacancies arising during the term shall be filled in the same manner.
- 4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
- 5. The LPDC shall develop and maintain an independent appeals procedure for appeals of decisions by the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of

Education per the appeals procedure as the alternative to the LPDC's independent appeals process.

6. The LPDC will meet four (4) one-half (1/2) days during the work year. Substitutes will be provided, as necessary, by the Board. The agenda for the meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, established in collaboration with the Superintendent, outside the workday, shall be compensated at the rate of one-half (1/2) substitute pay plus ten dollars (\$10.00) per person per one half (1/2) day.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's prior approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for LPDC members. Expenses for approved training shall be reimbursed in accordance with provisions of the Collective Bargaining Agreement in force at the time of the training.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.
9. Educational plans shall be submitted in writing to the LPDC for consideration. Any questions that the LPDC may have of an individual shall be submitted to such in writing. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
10. Miscellaneous
  - a. The LPDC shall keep records of its meetings (minutes), decisions, and recommendations. Copies of such records shall be maintained in the office of the Treasurer.
  - b. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of the collective bargaining agreement except as otherwise provided herein.
  - c. The LPDC shall not have authority to revise, change, delete, or modify any article/ provision of state law and regulation.
  - d. In the event of legislative action by the Ohio General Assembly that impacts in anyway on this topic matter, the parties to the collective bargaining agreement agree to reconvene bargaining to make appropriate adjustments, if any.

B. Tuition Reimbursement

The Board shall appropriate for each fiscal year twelve thousand seven hundred and fifty dollars (\$12,750) effective July 1, 2005, plus seven hundred fifty dollars (\$750.00) per year for each additional year of the Contract, to provide supplemental pay to teachers with two (2) or more years at Dalton (184 days = 1 year) for earned college credit subject to the following conditions:

1. The college course must be taken in the teacher's area of certification/licensure, or in directly related fields, or other areas if approved under Section 903B2, below.
2. The teacher desiring such pay must register with the Superintendent on the appropriate form provided for this purpose prior to enrolling in the college course.
  - a. The Superintendent MAY waive the "prior registration" clause should circumstances merit.
  - b. The Superintendent MAY approve accredited correspondence courses/television courses and non-credit coursework.
3. It is the teacher's responsibility to submit written verification of satisfactory completion of such course(s). Written verification must be in the form of an official transcript of completed credit at an accredited college or university, with a grade of "B" or better ("Pass," if on a pass/fail basis) to the Superintendent at the conclusion of the term (semester, quarter, trimester). In order to be eligible for reimbursement within the same calendar year as that when the course was taken, the official transcript must be received by the Superintendent no later than May 31. Failure to supply official transcript negates reimbursement.
4. The amount of reimbursement shall be determined as follows: Total monies for year divided by total hours submitted during the fiscal year (June 1 - May 31) to determine the value of reimbursement per hour. Each teacher shall be reimbursed for the number of hours approved X the dollar amount per hour not to exceed six (6) hours per fiscal year. Total payment shall not exceed one hundred percent (100%) of the cost of the course(s). If any money remains, the amount shall be re-divided among the applicants until all funds are gone or all applicants have received one hundred percent (100%) reimbursement.
5. The reimbursement is to be payable as a single sum in a separate check within three (3) weeks following the date ending the fiscal year (July 1 to June 30).
6. Each teacher receiving pay under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1)

full school year following receipt of such pay. If such teacher fails to teach in the District for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said teacher's final pay.

7. If the Board requires the teacher to take a specific course, the teacher shall be paid one hundred percent (100%) of the tuition within three (3) weeks following the date ending the fiscal year using Board monies rather than the designated Professional Development monies. It is the teacher's responsibility to submit written verification of satisfactory completion of such course(s). Written verification must be in the form of an official transcript of completed credit at an accredited college or university, with a grade of "C" or better ("Pass," if on a pass/fail basis) to the Superintendent at the conclusion of the term (semester, quarter, trimester). In order to be eligible for reimbursement within the same calendar year as that when the course was taken, the official transcript must be received by the Superintendent no later than May 31. Failure to supply official transcript negates reimbursement.

#### **904 Mileage**

Teachers who are required by the Board and/or Administration to travel to locations outside the District or to/from Kidron Elementary from Dalton school buildings shall be paid the IRS rate per mile traveled. Teachers who have teaching assignments which require them to travel daily between the Dalton Intermediate Complex and the High School Complex shall receive a lump sum of one hundred dollars (\$100.00) per year payable in June. This provision does not apply to supplemental assignments.

### **ARTICLE X – INSURANCE**

**1001** The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 1, 2006.

**1002** The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

#### **1003 Section 125 – Tax Shelter**

Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and the Association President.

**1004 Medical Information**

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

**1005 Employees Less Than Full Time**

Employees employed prior to December 31, 2006, under contract working half days or more and who have health insurance, shall be eligible for all insurances. Employees employed after January 1, 2007, must be under contract for at least thirty (30) hours per week to be eligible for insurance.

**1006 Dependent Definition**

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

**1007 Preferred Provider – Doctors/Hospitals**

- a. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
- b. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- c. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.
- d. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

**1008 Traditional Plan:**

<u>Specifications:</u>	<u>Network</u>
Maximum Benefits	Unlimited
Deductibles	100/200
Accumulation Period	Calendar Year
Co-Insurance Provision	80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of pocket of \$500 per individual or \$1,000 for two or more family members.

After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

<u>Out-Patient Psychiatric/ Substance Abuse</u>	80%, UCR up to 15 visits (30 visits if in Network PPO) per person, per year
---	---

<u>In-Patient Psychiatric/ Substance Abuse</u>	31 days per person, per year
--	------------------------------

Preventative - routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient pay the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

**1009 Dental Insurance**

The full cost shall be paid by the Board:

Plan Description (summary only):

- a. Maximum Benefits/covered person: Class I, II, or III \$2,500 per year

b.	Deductible – Individual	\$25 per year
c.	Deductible – Family	\$75 per year
d.	Co-Insurance Amounts:	
	Class I – Preventative	100% of Usual & Customary (No Deductible)
	Class II – Basic	80% of Usual & Customary
	Class III – Major	80% of Usual & Customary
	Class IV – Orthodontia	60% of Usual & Customary
	Lifetime Maximum for Orthodontia	\$1,200 per individual

**1010 Prescription Drug - Preferred Provider**

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
- b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- e. The duration of this provision shall be from July 1, 2006, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Stark County UniServ office.
- f. Mail order prescription: Upon agreement of the OEA Consultant representative of the Stark County UniServ office and the COG representative, an optional mail order prescription program will be implemented.

**1011 Term Life and Accidental Death and Dismemberment Insurance**

Board-Provided Coverage

The Board shall purchase group term life insurance in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

**1012 Early Retirement Incentive (only if an ERI is implemented by the Board)**

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

**ARTICLE XI - LIABILITY SETTLEMENT**

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, the settlement of the liability claim shall not be used by the Board and/or administration as any detriment, reprisal, or blemish on the employee's record.

**ARTICLE XII- ASSOCIATION RIGHTS**

**1201 Mailboxes**

The Association shall be permitted to use teachers' mailboxes according to ORC 4117.11A(2).

**1202 Bulletin Boards**

The Association shall have the right to use the bulletin boards in each faculty lounge for official Association postings.

**1203 Association Dues/Fees**

- A. The Board shall deduct the periodic dues of Association members and shall deduct a fair share fee (in the manner described below) from all nonmembers of the Association equal to Association and affiliate dues.

- B. A bargaining unit member who does not elect to become a member of the Association within sixty (60) calendar days following his/her initial day of actual work shall be required to pay the Association the fair share fee. No service fee shall be assessed or collected during the first days following a new employee's initial day of actual work.
- C. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this section, the term "Board" includes the Board of Education of the Dalton Local School District, its members, the Treasurer, the Superintendent, and all members of the administrative staff.
- D. Association dues/service fees deducted from teachers' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after issuance of that particular pay.
- E. Association dues/service fees shall be deducted equally from each remaining paycheck on a contract year basis. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted for each employee by the end of the first week of September. The Association shall not grieve non-intentional mistakes in deductions made by the Treasurer, so long as the errors are corrected in a reasonable time.

### **ARTICLE XIII - INTENT AND DURATION**

- 1301 This Agreement is made and entered into this **18th** day of **December 2006** by and between the Board on behalf of the Board and Administration and the Association on behalf of themselves and all bargaining unit members. All parties agree to comply with the provisions of this Agreement.
- 1302 Both the Board and the Association have accepted and ratified this Agreement witnessed by their representatives whose signatures appear herein.
- 1303 This Agreement is the total negotiated agreement between the Board and the Association. If there is any conflict between this Contract and any policy or practice, this Contract shall be controlling. Should any provision of this Agreement or any application of this Agreement be found to be contrary to ORC or Federal law, the parties shall meet within ten (10) working days of a request by either party to determine the extent and reword the section of the Contract, if any, found to be contrary to law.
- 1304 The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered, or modified by either party unless done in accordance with this Agreement.

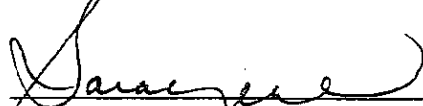
**1305** This Agreement is effective July 1, 2008 through June 30, 2011.


**1306** “Days” in this Contract are calendar days unless otherwise specified.


**1307** **Superintendent’s Designee**

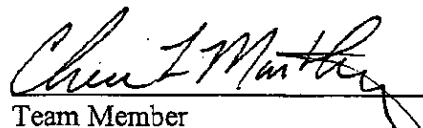
Board appointed designee when the Superintendent is on leave.


FOR THE ASSOCIATION


  
Team Member

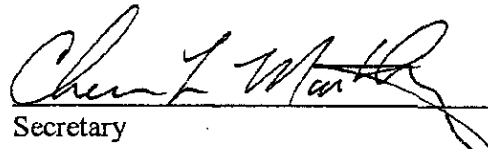
  
Team Member

  
Team Member

  
Team Member

  
Designated Representative

  
President

  
Secretary

FOR THE BOARD

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

  
Superintendent

  
Designated Representative

\_\_\_\_\_

DALTON LOCAL SCHOOLS  
GRIEVANCE FORM

LEVEL \_\_\_\_\_

NAME: \_\_\_\_\_

Building: \_\_\_\_\_

---



---



---



---



---



---



---



---



---



---

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date filed at this Level

DISPOSITION RENDERED \_\_\_\_\_

---



---



---



---



---



---

\_\_\_\_\_  
Signature of Person Rendering Disposition

\_\_\_\_\_  
Date

(Attach additional pages if necessary to complete any section.)

**APPENDIX B**

**REQUEST FOR ATTENDANCE AT PROFESSIONAL MEETINGS FORM**

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_ DATE \_\_\_\_\_

1. Local District Meetings or other meetings (e.g. COMMITTEE MEETINGS) which are compensated by early or full day dismissal of pupils or by teacher leave from classroom duties are not eligible for reimbursement.
2. When two or more persons from the District are attending the same meeting, reimbursement will be made for one car only unless the group numbers more than five. This ratio will be used for car reimbursement.
3. Requests for transportation reimbursement, other than by car, will be considered individually.
4. Mileage will be paid at the Board approved rate.
5. This application, with any pertinent information, should be submitted to your principal at least five (5) days before the date of the meeting.

Professional Meeting \_\_\_\_\_ Location of Meeting \_\_\_\_\_  
 Date(s) of Meeting \_\_\_\_\_ Dates of absence from class \_\_\_\_\_

Briefly explain, on the back of this sheet, the professional significance of this meeting and why you feel it is important for you to attend.

If you are requesting reimbursement, please estimate your expenses:

Registration	\$ _____	
Mileage	\$ _____	
Meals and Room	\$ _____	(Not included in registration)
TOTAL	\$ _____	

Signature \_\_\_\_\_ Building \_\_\_\_\_ Position \_\_\_\_\_

REQUEST APPROVED \_\_\_\_\_ REQUEST DENIED \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ DATE \_\_\_\_\_

COMMENT:

REQUEST APPROVED \_\_\_\_\_ REQUEST DENIED \_\_\_\_\_

SUPERINTENDENT \_\_\_\_\_ DATE \_\_\_\_\_

COMMENT:

If the request is not approved, the application shall be returned to the teacher with reasons for nonapproval.

TREASURERS COPY

**THIS SECTION TO BE RETURNED TO THE TEACHER**

NAME OF TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

YOUR REQUEST TO ATTEND A PROFESSIONAL MEETING ON \_\_\_\_\_ AT AN ESTIMATED COST OF \_\_\_\_\_  
 \_\_\_\_\_ HAS BEEN APPROVED \_\_\_\_\_ HAS NOT BEEN APPROVED \_\_\_\_\_

REASONS FOR DISAPPROVAL:

IF YOUR REQUEST HAS BEEN APPROVED, WHEN YOU RETURN FROM THE MEETING, PROCURE AN EXPENSE ACCOUNT VOUCHER FROM YOUR PRINCIPAL, GIVE THE INFORMATION REQUESTED, ATTACH RECEIPTS, AND RETURN TO PRINCIPAL WHO WILL FORWARD VOUCHER TO THE TREASURER

PRINCIPAL \_\_\_\_\_

DALTON LOCAL SCHOOL DISTRICT
Form for Sick Leave, Personal Leave, Compulsory Leave, Child Care Leave

EMPLOYEES NAME \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_
POSITION OR ASSIGNMENT \_\_\_\_\_

I hereby request \_\_\_ day(s) of Sick Leave \_\_\_, Personal Leave \_\_\_, Compulsory Leave \_\_\_, Child Care Leave \_\_\_
beginning at \_\_\_ AM/PM on Mo. \_\_\_ Day \_\_\_ Year \_\_\_, and ending at \_\_\_ AM/PM on Mo. \_\_\_ Day \_\_\_ Year \_\_\_

Sick Leave

- 1. Applicant states that this request is being made for the use of sick leave as provided in ORC 3319.141 and that the use of such sick leave is justified for the following reason: \_\_\_ personal illness; \_\_\_ personal injury; \_\_\_ exposure to contagious disease: \_\_\_ illness, injury or death in immediate family.
2. Was medical attention required? Yes \_\_\_ No \_\_\_ If Yes, please state name and address of the physician and consultation date:
Name \_\_\_\_\_ Address \_\_\_\_\_ Date Consulted \_\_\_\_\_
3. If leave is requested because of illness, injury or death in immediate family, please list the individual's name, address and relationship:
Name \_\_\_\_\_ Address \_\_\_\_\_ Date Consulted \_\_\_\_\_

I HEREBY CERTIFY THAT THE INFORMATION PRESENTED IS A TRUE STATEMENT OF THE FACT(S).
SIGNATURE (REQUIRED) \_\_\_\_\_ SS# \_\_\_\_\_

THIS SECTION TO BE COMPLETED BY PRINCIPAL, SUPERVISOR, OR SUPERINTENDENT:

- 1. A substitute will be/was necessary for this leave of absence: Yes \_\_\_ No \_\_\_ Name of Substitute \_\_\_\_\_
2. \_\_\_ Leave request is being referred to the Personal Leave Committee for consideration. Date \_\_\_\_\_
3. \_\_\_ Leave request is approved with pay.
4. \_\_\_ Leave request is approved without pay.
5. \_\_\_ Leave request is denied.

TREASURER'S COPY Signature \_\_\_\_\_
Principal, Supervisor, or Superintendent

Cut Line -----
THIS SECTION TO BE COMPLETED BY PRINCIPAL, SUPERVISOR, OR SUPERINTENDENT AND RETURNED TO EMPLOYEE:

EMPLOYEE'S NAME \_\_\_\_\_ DATE RETURNED \_\_\_\_\_
Your request for \_\_\_ day(s) of Sick Leave \_\_\_, Personal Leave \_\_\_, Compulsory Leave \_\_\_, Child Care Leave \_\_\_
on \_\_\_\_\_ (dates) has been considered as follows:

- 1. A substitute will be/was necessary for this leave of absence: \_\_\_ Yes \_\_\_ No
Name of Substitute \_\_\_\_\_
2. \_\_\_ Leave request is being referred to the Personal Leave Committee for consideration. Date \_\_\_\_\_
3. \_\_\_ Leave request is approved with pay.
4. \_\_\_ Leave request is approved without pay.
5. \_\_\_ Leave request is denied.

EMPLOYEE'S COPY Signature \_\_\_\_\_
Principal, Supervisor, or Superintendent

**Sick Leave**

- A. Each teacher who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay for Each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Teachers and nonteaching school employees, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the teacher's immediate family. The Board shall require a teacher to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he was consulted. Falsification of a statement is grounds for a suspension or termination of employment under Sections 3319.081 and 3319.16 of Ohio Revised Code.
- B. Upon his/her initial employment by the Dalton Local School District, a teacher not transferring sick leave from another district, shall be granted an advance of five (5) days sick leave.
- C. The limitations on sick leave presented herein are for teachers of the Dalton Local School District.
- D. Teachers do not accumulate sick leave for time in military service.
- E. The maximum accumulated sick leave for any teacher shall be 213 effective 7/1/1992 plus three (3) days per year for each additional year of the contract.
- F. For illness or injury, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, mother-in-law, father-in-law, or any other resident living in the teacher's home.
- G. For death, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, mother-in-law, father-in-law, or any other resident living in the teacher's home.
- H. Medical and dental appointments will not be considered as use of sick leave unless the appointment cannot be made at any other time. Standing medical or dental appointments cannot be justified as sick leave during the school day, unless the appointment cannot be made at any other time.
- I. Upon returning to duty, all teachers shall complete the required absence form, which will be considered an affidavit, to justify the use of any sick leave.
- J. When a teacher is absent, he/she shall telephone the building principal in sufficient time to arrange for his/her classes.

**Personal Leave**

- A. Each regularly employed teacher under contract to the Board shall be permitted three (3) unrestricted days of absence during the school year with full pay to conduct personal business.
- B. The following guidelines will be in effect:
1. Not more than two (2) teachers in each building - High School, Intermediate, Dalton Elementary, and one (1) teacher at Kidron Elementary may use personal leave any one day. Administrators may adjust this limit upward in emergency or extenuating circumstances.
  2. Prior approval is necessary, except for emergencies.
  3. In an emergency situation, the same form must be completed and submitted within two (2) days after the teacher returns to work.
  4. Request forms are available from the building principal or supervisor and must be submitted to him/her for approval.
  5. The principal or supervisor will act on the request, notify the teacher, and forward the form to the Treasurer for processing.

**Personal Leave (Cont'd)**

6. When the request is a borderline situation, it will be referred to the Personal Leave Committee for a decision. This Committee will be composed of principals, the Superintendent, and one (1) teacher appointed by the Association.
7. Personal leave should not be requested for the day before or the day following a holiday, except for an emergency.
8. Requests should be submitted at least two (2) days before the requested date.
9. Personal leave is noncumulative.
10. Personal leave is not to be used for recreational purposes or to extend any school vacation or holiday, unless specific reason for the request is approved, in advance, by the Administration.
11. Personal days are not to be used the first two (2) weeks and last two (2) weeks of school unless approved in advance by the Administration.

**Compulsory Leave**

Release time shall be granted for required appearances in court or other tribunal where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the form, the substantiation given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the teachers.

**Child Care Leave**

A teacher may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:

1. The child care leave of absence shall be for the balance of the school year in which the birth of the child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before July 10.
2. The leave shall be extended for one (1) additional school year upon request of the employee to the Board made not later than April 1 preceding the year for which such leave is requested.
3. When the teacher desires to terminate such leave, application for reinstatement may be made by the teacher at any time during the school year prior to April 1 and the teacher shall be reinstated at the beginning of the next school year. If the Board judges it to be educationally sound, it may allow a teacher to return prior to the beginning of the next school year.
4. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave.
5. A teacher who is adopting a child shall be entitled to an unpaid leave under this Section and subject to these same conditions.
6. Teachers on child care leave may have the option to continue insurance coverage at his/her own expense.

**No Pay Earn Days**

Any absences not covered by other leaves herein or which goes beyond the maximum accumulated herein may be granted, upon the approval of the Superintendent, and shall result in the loss of pay based on the contractual daily rate of pay for the teacher.

**DALTON LOCAL SCHOOLS**  
**VOLUNTARY TRANSFER FORM**

Name \_\_\_\_\_

Building \_\_\_\_\_

Certification \_\_\_\_\_

Present Assignment:

Transfer Request:

Reason for Request:

\_\_\_\_\_  
Signature of Person Requesting Transfer

\_\_\_\_\_  
Date



**DALTON LOCAL SCHOOL DISTRICT - TIME SHEET**  
**REGULAR TEACHERS SUBSTITUTING FOR OTHER TEACHERS**

Name \_\_\_\_\_

The first sixty (60) minutes of substitute time will be on a voluntary basis. Please log these volunteer minutes until a total of sixty is reached:

<u>Date</u>	<u>Name of Absent Teacher</u>	<u>Time (to - from)</u>	<u>Total Minutes</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Volunteer Minutes \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

Building Principal's Signature \_\_\_\_\_

After the initial sixty (60) minutes, the teacher will be paid at a rate of nine dollars (\$9.00) per each additional sixty (60) minutes. Please log these minutes:

<u>Date</u>	<u>Name of Absent Teacher</u>	<u>Time (to - from)</u>	<u>Total Minutes</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Volunteer Minutes \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

Building Principal's Signature \_\_\_\_\_



