10/11/2023
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AGREEMENT

BETWEEN THE

DALTON LOCAL EDUCATION ASSOCIATION (OEA/NEA)

AND THE

DALTON LOCAL BOARD OF EDUCATION (WAYNE COUNTY, OHIO)

EFFECTIVE
JULY 1, 2023 - JUNE 30, 2026

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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 or licensed staff, including Auxiliary Service Tutors, but excluding District Athletic Director, building principals, all Central Office Administrators or Supervisors, substitute teachers, educational aides, school nurse, and Technical Coordinator.

102 Definition of Bargaining Unit Member

A. As used herein, the terms of professional staff member(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, certificated or licensed personnel, whose benefits and rights to use this Agreement are limited as a result of their 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 for Title I tutors shall be:

Title and Auxiliary Title Tutor Salary Schedule
Fiscal Years 2023, 2024, 2025 at 2.5% / 2.25% / 2.25%

2023		2024		2025	
Base: $27.16		Base: $27.77		Base: $28.40	
BACHELOR		BACHELOR		BACHELOR	
EXP	B	EXP	B	EXP	B
0	$27.16	0	$27.77	0	$28.40
	1		1		1
1	$28.19	1	$28.83	1	$29.48
	1.038		1.038		1.038
2	$29.23	2	$29.88	2	$30.56
	1.076		1.076		1.076
3	$30.26	3	$30.94	3	$31.64
	1.114		1.114		1.114
4	$31.29	4	$32.00	4	$32.72
	1.152		1.152		1.152
5	$32.32	5	$33.05	5	$33.79
	1.19		1.19		1.19

2. Reduction in Force, Section 504

Tutors shall have no right to bargaining unit member 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 this Agreement are subject to collective bargaining between the Board and the Association, unless otherwise prohibited by law.

202 Submission of the Issues

A. Contract negotiations for the successor to this Agreement 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 Agreement. The parties shall mutually agree in writing to a starting date for negotiations. If both parties agree, an earlier or later 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; the 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 team 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 or at the next Board meeting 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 this Agreement.

F. The signed contract shall be printed by the Board 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 by both parties in advance and paid for by the Board. 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 this Agreement an 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 this 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 bargaining unit member 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 bargaining unit member does not file a grievance in writing within twenty (20) 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. If a grievance is continuing in nature, the time limit starts anew after each alleged violation.

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 by certified mail with proof of receipt or hand delivered with written verification of receipt of the grievance.

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. Procedures

1. Each bargaining unit member 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. Bargaining unit members, 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 bargaining unit member's immediate family.

2. The Board shall require a bargaining unit member 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 bargaining unit member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

3. A bargaining unit member who has given birth will be permitted up to thirty (30) consecutive days of sick leave within the same school year following delivery providing said bargaining unit member has accumulated sick leave. The leave will begin on the day of the birth of the child. The bargaining unit member will be paid

during this leave for days scheduled to work until accumulated sick leave is exhausted.

An employee who is the father of a newborn may be granted up to ten (10) days maximum during the weeks following the birth of the child.

4. Falsification of a statement for justification of sick leave is grounds for a suspension or termination of employment.

5. Upon his/her initial employment by the Dalton Local School District, a bargaining unit member not transferring sick leave from another district shall be granted an advance of five (5) days of sick leave.

6. Bargaining unit members do not accumulate sick leave for time in military service.

7. The maximum accumulated sick leave for any bargaining unit member shall be two hundred fifty-two (252) days.

8. 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 bargaining unit member's home. A maximum of five (5) days may be taken for a brother, sister, mother-in-law, father-in-law, or any other resident living in the bargaining unit member's home. Additional days may be approved at the discretion of the superintendent.

   After 10 days, the requested sick leave for "immediate family" must be accompanied by a written statement (see attached form) from the physician of the family member. The statement must affirm the following: a) that the employee needs paid leave to care for an immediate family member who is ill or injured and unable to care for themselves and b) the projected length of such leave.

9. 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 bargaining unit member's home. Leave where other relationships are the reason may be approved first by the principal and then by the Superintendent.

10. Upon returning to duty, all bargaining unit members shall complete the required absence form which will be considered an affidavit, to justify the use of any sick leave.

11. When a bargaining unit member 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.

B. Sick Leave Donation

1. If a member of the bargaining unit is currently absent due to the catastrophic or long-term illness or accident of the bargaining unit member and such member has

exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated sick leave to the absent employee.

a. Catastrophic or long term illness is not intended to include normal maternity leave and/or absence due to childbirth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

b. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.

c. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the DLEA President/designee.

2. No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.

3. The request for donation of Sick Leave days shall be initiated by a teacher on a form (Appendix I) furnished to the DLEA President. It is the responsibility of the Association to notify the bargaining unit of the request and the amount of days donated.

4. The donor shall submit the Sick Leave Donation Authorization Form (Appendix J) to the DLEA president in order to donate days.

5. When the DLEA President has the required paperwork meeting the requirements in this Section, the paperwork will be submitted to the Treasurer for processing.

6. Unused donated sick leave will expire at the end of the final teacher work day.

402 <u>Personal Leave</u>

A. Each regularly employed bargaining unit member 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) bargaining unit members in the High School building, and four (4) bargaining unit members in the Elementary/Middle School building 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 bargaining unit member 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 bargaining unit member, and forward the form to the Board Treasurer for processing.

6. Requests should be submitted at least two days before the requested date.

7. Personal leave is not cumulative.

8. 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.

9. 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 bargaining unit 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. Bargaining unit members may request professional development funds to offset the cost of attending approved professional development meetings. Bargaining unit members 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 Board will allocate five thousand five hundred dollars ($5,500) annually for professional development. Requests will be processed on a "first come, first served" basis. The funding for professional meetings for the coaching and vocational areas will not be included.

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 bargaining unit member is a defendant, witness, or on jury duty. The bargaining unit member 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 Treasurer within ten (10) days of receipt by the bargaining unit member.

405 Child Care Leave

A bargaining unit member 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 bargaining unit member to the Board made not later than April 1 preceding the year for which such leave is requested. If a bargaining unit member fails to comply with this specific deadline, said bargaining unit member forfeits the right to leave extension.

C. When the bargaining unit member desires to terminate such leave, application for reinstatement must be made by the bargaining unit member 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 bargaining unit member to be reinstated. If the Board judges it to be educationally sound, it may allow a bargaining unit member to return prior to the beginning of the next school year.

D. Upon return from child care leave, the bargaining unit member 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 bargaining unit member who is adopting a child shall be entitled to an unpaid leave under this Section and subject to these same conditions.

F. Bargaining unit members on child care leave will continue to have insurance coverage according to the Family Medical Leave Act of 1993, as amended.

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 bargaining unit member.

407 Association Leave

The Board will grant two (2) days 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 he 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.

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 bargaining unit members 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 bargaining unit members who have requested transfers.

3. When vacancies meeting the specific request are available, the bargaining unit member requesting the change will be given first consideration, providing the bargaining unit member 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 bargaining unit member by the Superintendent or his/her designee. During such conference, the reasons for such transfer will be discussed and the bargaining unit member 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 and bargaining unit members about said vacancies via District email. The following statement will be placed in the District Handbook: "During the summer months, the Administration will notify each bargaining unit member about vacancies. No one will be interviewed until three (3) business days 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) business days following the posting or three (3) business 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) business days.

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 bargaining unit members 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, territorial changes affecting the District, or for financial reasons the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction of staff.

B. Suspension of Contracts

Reduction under this procedure will be accomplished through the suspension of bargaining unit members' contracts. A reduction in force shall commence either at the beginning of the second semester or at the beginning of the following work year.

Where the reduction is to be effective at the beginning of the work year, the Board shall act on all continuing contracts prior to implementation of this procedure.

C. Notification

At least thirty (30) calendar days prior to the effective date of the reduction in force, the Board shall give written notice to the Association and to the bargaining unit members affected of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff, the anticipated position(s) to be reduced or eliminated, the bargaining unit member or bargaining unit members who may be initially affected in the District and the effective date of the reduction in force.

D. Implementation

Implementation Date is the date when the Board votes to have a reduction in force (RIF). If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:

1. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

    a. First, position(s) vacated as a result of voluntary resignation, retirement or death will not be filled where it is in a position scheduled to be reduced.

    b. Second, limited contract teachers shall be reduced first utilizing the following order:

        1) Licensure/Certification

        2) Competency as determined by formal evaluation

        3) When evaluations are comparable, seniority in the District shall prevail.

        4) For the purpose of determining "comparable final evaluation rating", anyone with a final summative evaluation rating of Accomplished or Skilled will be considered comparable.

For the purpose of determining "comparable final evaluation rating", anyone with a final summative evaluation rating of "Developing" will be considered comparable.

c. Third, continuing contract teachers shall be reduced by using the following order:

1) Licensure/Certification

2) Competency as determined by formal evaluation

3) When evaluations are comparable, seniority in the District shall prevail.

4) For the purpose of determining "comparable final evaluation rating", anyone with a final summative evaluation rating of Accomplished or Skilled will be considered comparable

For the purpose of determining "comparable final evaluation rating", anyone with a final summative evaluation rating of "Developing" will be considered comparable.

d. Layoff shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force

e. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

f. Reasons for all RIF's shall not be arbitrary, capricious or discriminatory.

g. Individuals with a final summative evaluation rating of "Ineffective" will be selected for layoff at the discretion of the Superintendent.

E. Procedure

1. On or before January 10 of each school year, the Superintendent will develop a seniority list. Bargaining unit members 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 bargaining unit members have the same length of continuous service, seniority will be determined by:

1) the date of the Board meeting at which the bargaining unit member was hired; and then by

2) the date the bargaining unit member 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 bargaining unit member and the Association President of those bargaining unit members being released and the recall order. As each bargaining unit member is reinstated, the Board shall notify the Association President.

F. Bumping

1. A bargaining unit member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the Association president, within five (5) days of receipt of the written notice of intent to RIF notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association president. All written notifications will be sent the same day using electronic mail.

G. Recall

1. Bargaining unit members who are hired for one (1) year or less to replace a bargaining unit member who is on leave of absence shall not have recall rights if they become unemployed due to a reduction in force. Bargaining unit members unemployed as a result of a staff reduction shall be recalled in reverse order of being released, provided the bargaining unit member is certified/licensed.

2. While there are previous bargaining unit members 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 bargaining unit member(s) shall be hired.

3. The Board shall give written notice of recall by a certified registered and restricted delivery letter to the bargaining unit member at the last known address. It shall be the responsibility of each bargaining unit member 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 bargaining unit member 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. Bargaining unit members returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary, and existing fringe benefits.

6. If a bargaining unit member 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 bargaining unit member shall be removed from the recall list and the Board shall have no further obligation to the bargaining unit member.

7. It shall be the responsibility of all bargaining unit members to have on file in the Superintendent's Office, all valid Ohio Teaching Certificates and/or licenses.

8. A bargaining unit member when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a bargaining unit member currently employed. However, said bargaining unit member will be added to the appropriate RIF list in the additional certified/licensed areas.

9. A bargaining unit member 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 bargaining unit member who taught part-time would be recalled part-time for an equivalent portion of the day/ contract).

H. Auxiliary Services Tutors: In the event of a reduction in force, a separate lay off/ recall list will be used with only the auxiliary services tutors.

505 Superintendent's Teachers' Advisory Council

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

506 Evaluation

Before September 1, 2020, there shall be a committee of three (3) association and three (3) board representatives to review the new standards for teacher evaluation. The committee shall make its recommendations to the superintendent.

507 Multi-Year Limited Teaching Contracts

A. A bargaining unit member 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 bargaining unit member is not eligible for a continuing contract. A bargaining unit member 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 bargaining unit member is not eligible for a continuing contract. A bargaining unit member will continue to receive three-year limited contracts until the bargaining unit member is eligible for a continuing contract or retires. Five-year limited contracts shall continue to be issued to any bargaining unit member currently having a five-year contract.

B. A bargaining unit member 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 Nonrenewal of Limited Teaching Contracts

A. Any bargaining unit member to be non-renewed will be provided with written notice of nonrenewal by the Board on or before June 1. The notice will be given via hand delivery or certified mail. Additionally, the Superintendent will notify any teacher he/she intends to recommend for non-renewal by May 31.

B. Non-renewals of limited teaching contracts will be governed by the grievance procedure set forth in Article III with the review limited to any alleged procedural violations. This provision supersedes O.R.C. 3319.11 and 3319.111.

509 Continuing Contract Eligibility

A. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 15 of the school year in which the bargaining unit member becomes eligible in order to be considered for issuance of a continuing contract by June 1st of that school year. A

bargaining unit member who does not notify the Superintendent on or before September 15th will not be eligible for continuing contract consideration until April of the following year. This provision is intended to supplement O.R.C. Section 3319.11(B).

B. The criteria used in determining whether a bargaining unit member will be eligible for a continuing contract will be the criteria set forth in O.R.C. Section 3319.08 and 3319.11.

C. At the time of convocation, bargaining unit members will receive information regarding the criteria for continuing contract eligibility, including the need to provide notice by September 15, and a copy of the form to be completed. (See Appendix H).

510 Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract (not to exceed two (2) years) is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the bargaining unit member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board will act on the Superintendent's recommendation for an extended limited teaching contract and the reasons directed at professional improvement on or before June 1. This provision expressly supersedes the procedures set forth under O.R.C. 3319.11(C). Upon subsequent reemployment of the bargaining unit member after the expiration of the extended limited contract, only a continuing contract may be entered into.

511 Disciplinary Action

Disciplinary action of a bargaining unit member for violations of this Contract, Board Policy, professional behavior, or State laws shall only be for just cause.

512 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 bargaining unit members shall be one hundred eighty-five (185) 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 contact.

513 School Day, Planning Time and Lunch

A. The bargaining unit member workday shall be no longer than seven and one-half (7 1/2) hours excluding days when staff meetings are conducted. While the Board desires bargaining unit members 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 bargaining unit members cannot volunteer to supervise students outside the working day. Bargaining unit members 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 bargaining unit member 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.

514 Class Size

A. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom bargaining unit members 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 teachers and ESP teachers 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 bargaining unit member 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 bargaining unit members of split sections. Principals will make attempts to provide aide time to bargaining unit members of elementary classes when class enrollment includes twenty-eight (28) or more students.

515 Substitute Teachers

A reasonable attempt will be made to provide substitutes for all teaching areas including special area bargaining unit members. In the event that no regular substitute is available, a principal may ask (a) bargaining unit member(s) to share the load. Bargaining unit members may refuse this request. A bargaining unit member will be paid at a rate of twelve dollars ($12.00) per hour. The bargaining unit member is responsible to complete the form (Appendix F), 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.

516 Part-Time Bargaining Unit Member Rights

A. Part-time bargaining unit members 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.

B. Part-time bargaining unit members shall be provided sick leave, personal leave, and planning time on a prorated basis, based upon total minutes of actual instructional time.

517 Bargaining Unit Member Rights

A. Student Needs

Nothing in policy shall be construed as requiring a bargaining unit member to administer a medication/drug to a student if the bargaining unit member objects. A bargaining unit member 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 bargaining unit members 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 bargaining unit member lounges in the District buildings.

518 Student Tuition Waiver

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

519 Complaints

A. A bargaining unit member 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 fifteen (15) 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 bargaining unit member. However, such complaint may be the subject for discussion between the administrator and the bargaining unit member. Thereafter, if, in the judgment of the administrator, further investigation is needed, the results of the investigation may be placed in the bargaining unit member's personnel file, and the bargaining unit member shall have the right to attach his/her response.

520 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 bargaining unit member and to the official personnel file prior to being used against the bargaining unit member.

B. All documents included in a bargaining unit member'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 one business day following the request. Notwithstanding the above, nothing in this paragraph should be construed to imply access to records when the office is closed.

D. Bargaining unit members shall be provided a copy of any material that will be placed into the file.

521 Mentors/Resident Educator

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator

Program will be a program administered by the Dalton Local School District. This program shall not replace the negotiated employee evaluation program.

B. Definitions

1. Resident Educator Program

The program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

4. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors/Resident Educator

1. Selection of Mentors

The Association President will have the opportunity to provide recommendations to the Resident Educator Coordinator for his/her consideration in selection and assignment of mentors.

2. Qualifications/Roles

a. The Mentor Teacher must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.

b. The Mentor Teacher must be trained to act as a Mentor through the Ohio Department of Education Instructional Mentoring Program.

c. The Mentor Teacher must hold a valid teaching certificate/license.

d. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

e. The Mentor Teacher will use the Resident Educator Program formative assessment tools (examples: collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

f. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

3. Training

Mentor Teachers shall be provided with the following:

a. An orientation to mentoring responsibilities;

b. State required mentor training;

c. Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

4. Responsibilities

a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.

b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

c. The Mentor Teacher will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

d. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional Mentor through formative assessment tools.

5. Release Time

a. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the Superintendent.

b. Each Mentor Teacher shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

6. Restrictions

a. Any or all materials jointly developed by Resident Educator/Mentor Teacher shall not be developed or utilized as a remediation program.

b. Each Mentor Teacher shall be responsible for no more than two (2) resident educators per year.

c. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process in his/her first year of teaching.

7. Protections

a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that Resident Educator's evaluation.

b. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.

c. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

d. Mentor Teachers shall not participate in the evaluation of any Resident Educator.

e. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

f. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

g. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

h. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

i. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

j. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

k. Resident Educators shall be provided all due process provisions allowed by this Agreement and ORC.

NOTE: This program shall not replace the negotiated employee evaluation system.

8. Compensation

a. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal.

b. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of two (2) percent of the base salary (BA 0) for each Resident Educator. The stipend is to be paid in June of that school year.

c. The District will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

d. A log of all classroom visits and consultations shall be submitted to the Superintendent upon request and by June 5 for reimbursement. The stipend will be paid in June of the school year.

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

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall first report the concerns to the Superintendent to attempt to resolve the claim. In the event the Superintendent is the alleged discriminator, the teacher shall report directly to the Board President.

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

EXP	BA/BS	150 SEM HRS	MA/MS	MA/ MS + 25 SH*
0	1	1.06	1.11	1.15
1	1.045	1.125	1.158	1.198
2	1.083	1.163	1.206	1.246
3	1.121	1.201	1.254	1.294
4	1.159	1.239	1.302	1.342
5	1.22	1.277	1.35	1.39
6	1.258	1.315	1.398	1.438
7	1.296	1.353	1.446	1.486
8	1.334	1.391	1.494	1.534
9	1.372	1.429	1.542	1.582
10	1.422	1.477	1.59	1.63
11	1.46	1.525	1.638	1.678
12	1.498	1.573	1.686	1.726
13	1.536	1.621	1.734	1.774
16	1.574	1.669	1.782	1.854
20	1.624	1.719	1.862	1.934
25	1.674	1.779	1.942	2.014
30	1.688	1.839	2.022	2.094

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

702 Movement on Index

The base salary shall be $37,688 for the 2023-2024 school year; $38,536 for the 2024-2025 school year; and $39,403 for the 2025-2026 school year.

703 STRS Salary Conversion

In the event Ohio law prohibits continuation of the STRS "pick up on the pick up" provided for in Section 902, the base salary will be increased by the percentage of the STRS pick up then in place and if there is additional pick up scheduled to be put into effect, that percentage of pick up will be added to base salary on the date it was scheduled to be

implemented as pick up. In the event the Board's contribution to STRS is reduced from the current 14%, the base salary will be increased by an equal percentage.

704 Salary Schedules.

A. **Salary Schedule Effective July 1, 2023**

EXP	BACHELOR	150 SEM HRS	MASTER	MASTER + 25
	B	150 SH	M	M+25
0	$37,688	$39,950	$41,834	$43,341
	1.00	1.06	1.11	1.15
1	$39,384	$42,399	$43,643	$45,150
	1.045	1.125	1.158	1.198
2	$40,816	$43,831	$45,452	$46,960
	1.083	1.163	1.206	1.246
3	$42,249	$45,264	$47,261	$48,769
	1.121	1.201	1.254	1.294
4	$43,681	$46,696	$49,070	$50,578
	1.159	1.239	1.302	1.342
5	$45,980	$48,128	$50,879	$52,387
	1.22	1.277	1.35	1.39
6	$47,412	$49,560	$52,688	$54,196
	1.258	1.315	1.398	1.438
7	$48,844	$50,992	$54,497	$56,005
	1.296	1.353	1.446	1.486
8	$50,276	$52,424	$56,306	$57,814
	1.334	1.391	1.494	1.534
9	$51,708	$53,856	$58,115	$59,623
	1.372	1.429	1.542	1.582
10	$53,593	$55,666	$59,924	$61,432
	1.422	1.477	1.59	1.63
11	$55,025	$57,475	$61,733	$63,241
	1.46	1.525	1.638	1.678
12	$56,457	$59,284	$63,542	$65,050
	1.498	1.573	1.686	1.726
13	$57,889	$61,093	$65,351	$66,859
	1.536	1.621	1.734	1.774
16	$59,321	$62,902	$67,160	$69,874
	1.574	1.669	1.782	1.854
20	$61,206	$64,786	$70,175	$72,889
	1.624	1.719	1.862	1.934
25	$63,090	$67,047	$73,191	$75,904
	1.674	1.779	1.942	2.014
30	$63,618	$69,309	$76,206	$78,919
	1.688	1.839	2.022	2.094

B. **Salary Schedule Effective July 1, 2024**

EXP	BACHELOR B	150 SEM HRS 150 SH	MASTER M	MASTER + 25 M+25
0	$38,536	$40,848	$42,775	$44,317
	1.00	1.06	1.11	1.15
1	$40,270	$43,353	$44,625	$46,166
	1.045	1.125	1.158	1.198
2	$41,765	$44,818	$46,475	$48,016
	1.083	1.163	1.206	1.246
3	$43,199	$46,282	$48,324	$49,866
	1.121	1.201	1.254	1.294
4	$44,663	$47,746	$50,174	$51,716
	1.159	1.239	1.302	1.342
5	$47,014	$49,211	$52,024	$53,565
	1.22	1.277	1.35	1.39
6	$48,479	$50,675	$53,874	$55,415
	1.258	1.315	1.398	1.438
7	$49,943	$52,139	$55,723	$57,265
	1.296	1.353	1.446	1.486
8	$51,407	$53,604	$57,573	$59,115
	1.334	1.391	1.494	1.534
9	$52,872	$55,068	$59,423	$60,964
	1.372	1.429	1.542	1.582
10	$54,798	$56,918	$61,273	$62,814
	1.422	1.477	1.59	1.63
11	$56,263	$58,768	$63,122	$64,664
	1.46	1.525	1.638	1.678
12	$57,727	$60,617	$64,972	$66,513
	1.498	1.573	1.686	1.726
13	$59,192	$62,467	$66,822	$68,363
	1.536	1.621	1.734	1.774
16	$60,656	$64,317	$68,672	$71,446
	1.574	1.669	1.782	1.854
20	$62,583	$66,244	$71,754	$74,529
	1.624	1.719	1.862	1.934
25	$64,510	$68,556	$74,837	$77,612
	1.674	1.779	1.942	2.014
30	$65,049	$70,868	$77,920	$80,695
	1.688	1.839	2.022	2.094

C. **Salary Schedule Effective July 1, 2025**

EXP	BACHELOR B	150 SEM HRS 150 SH	MASTER M	MASTER + 25 M+25
0	$39,403	$41,767	$43,738	$45,314
	1.00	1.06	1.11	1.15
1	$41,176	$44,329	$45,629	$47,205
	1.045	1.125	1.158	1.198
2	$42,674	$45,826	$47,520	$49,096
	1.083	1.163	1.206	1.246
3	$44,171	$47,323	$49,412	$50,988
	1.121	1.201	1.254	1.294
4	$45,668	$48,821	$51,303	$52,879
	1.159	1.239	1.302	1.342
5	$48,072	$50,318	$53,194	$54,771
	1.22	1.277	1.35	1.39
6	$49,569	$51,815	$55,086	$56,662
	1.258	1.315	1.398	1.438
7	$51,067	$53,313	$56,977	$58,553
	1.296	1.353	1.446	1.486
8	$52,564	$54,810	$58,868	$60,445
	1.334	1.391	1.494	1.534
9	$54,061	$56,307	$60,760	$62,336
	1.372	1.429	1.542	1.582
10	$56,031	$58,199	$62,651	$64,227
	1.422	1.477	1.59	1.63
11	$57,529	$60,090	$64,543	$66,119
	1.46	1.525	1.638	1.678
12	$59,026	$61,981	$66,434	$68,010
	1.498	1.573	1.686	1.726
13	$60,523	$63,873	$68,325	$69,901
	1.536	1.621	1.734	1.774
16	$62,021	$65,764	$70,217	$73,054
	1.574	1.669	1.782	1.854
20	$63,991	$67,734	$73,369	$76,206
	1.624	1.719	1.862	1.934
25	$65,961	$70,098	$76,521	$79,358
	1.674	1.779	1.942	2.014
30	$66,513	$72,463	$79,673	$82,510
	1.688	1.839	2.022	2.094

705 Compensation for Teaching On-Line Courses

A. **Compensation for Teaching During Planning Period**

A bargaining unit member who instructs on-line courses in lieu of a planning period will be paid $100 per student (Dalton or other), up to a cap of $1,000 per semester or $1,500 per full school year.

B. **Compensation for Teaching During Class Period**

A bargaining unit member who instructs on-line courses during an assigned class period will be paid $100 per student (other than Dalton), up to a cap of $1,000 per semester or $1,500 per full school year.

706 Dual Credit

Teachers who teach dual credit classes approved by the Ohio Board of Regents will receive a $500 stipend per semester class the second pay in June.

707 College Credit Plus (CCP)

Teachers who teach CCP classes approved by the Ohio Board of Regents will receive a $500 stipend per semester class the second pay in June.

A. The opportunity to teach any course offered by the school district through CCP shall be offered to all members of the bargaining unit who are qualified to teach the course.

B. A teacher being requested by the board to teach a CCP class has the right to refuse such a request.

C. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a CCP class will not have that evaluation impact the teacher's individual OTES evaluation.

708 Stipend for Licensure, Background Checks, and Supplies

Members shall receive an annual stipend of One Hundred Dollars ($100) added to their base salary to offset costs including costs associated with renewal of teaching license, background checks, and any out-of-pocket costs associated with teaching supplies. This stipend will be paid as a lump sum with the final pay in June. Payment will be made at the end of the school year by June 30th.

ARTICLE VIII - SUPPLEMENTAL SALARY

801 Calculation of Supplemental Salary

To determine salary for the 2023-2024 school year, multiply index X by the 2023-2024 base salary (BA - No Experience - $37,688). To determine salary for the 2024-2025 school

year, multiply index X by the 2024-2025 base salary (BA – No Experience - $38,536). To determine salary for the 2025-2026 school year, multiply index X by the 2025-2026 base salary (BA – No Experience - $39,403).

802 Initial Years of Experience

Initial years of experience will be determined by the Superintendent.

803 Timing of Payment

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 shall be completed for "end of duty" notification.

804 Duration

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.

A coach may request that an assistant coach be employed if the number of team members, in the sole discretion of the Superintendent, indicates such a need.

Supplemental Activity	Years of Service Credit 0	1	2	3	4	5	15
Intermediate Athletic Assistant	0.013	0.015	0.017	0.019	0.021	0.023	0.025
Varsity Baseball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Assistant Varsity Baseball	0.060	0.065	0.070	0.075	0.080	0.085	0.090
JV 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
Assistant Varsity Basketball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
JV 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	0.100
Middle School 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
JV Cheerleader Advisor	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Middle School 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
Assistant Varsity Cross Country	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Middle School 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	0.100
Head Middle School Football	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Assistant Middle School 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
Assistant Varsity Golf	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Softball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Assistant Varsity Softball	0.060	0.065	0.070	0.075	0.080	0.085	0.090
JV 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
Middle School 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
Assistant Varsity Volleyball	0.060	0.065	0.070	0.075	0.080	0.085	0.090
JV 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	0.095
Middle School 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
JV Wrestling	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Middle School Wrestling	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Faculty Manager	0.050	0.055	0.060	0.065	0.070	0.075	0.080
Academic Challenge	0.030	0.035	0.040	0.045	0.050	0.055	0.060
Middle School Academic Challenge	0.015	0.017	0.019	0.021	0.023	0.025	0.027
NHS Advisor	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	$75.00 per only day time stay. If day time and overnight a total of $115.00 will be paid for each combined day/night spent.						
DEMS Greenhouse	0.025	0.027	0.029	0.031	0.033	0.035	0.037
HS Yearbook Advisor	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Middle School Yearbook Advisor	0.030	0.035	0.040	0.045	0.050	0.055	0.060

Supplemental Activity	Years of Service Credit						
	0	1	2	3	4	5	15
Elementary Yearbook Advisor	0.020	0.022	0.024	0.026	0.028	0.030	0.032
HS Newspaper Advisor	0.014	0.015	0.016	0.017	0.018	0.019	0.020
Middle School 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
Middle School 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
Ski Club Advisor	0.015	0.017	0.019	0.021	0.023	0.025	0.027
HS One Act Play	0.035	0.038	0.041	0.044	0.047	0.050	0.053
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
Dalton Elementary/Middle Head Teacher	0.010	0.011	0.012	0.013	0.014	0.015	0.016
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
Director - HS Men's and/or Women's Chorus	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Music Director - All School Musical	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Assistant Music Director	0.020	0.023	0.026	0.029	0.032	0.035	0.038
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 bargaining unit members who have earned ten (10) years or more of service with another district(s) in this State combined with service in the Dalton Local Schools and have less than ten (10) years with the Dalton Local Schools will receive severance pay of up to thirty (30) days based on one-fourth (1/4) of accrued, unused sick leave.

B. Bargaining unit members 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 seventy (70) days.

C. In order to receive payment under provisions A or B, above, a bargaining unit member must have retired from service with the district and immediately retired under the Ohio State Teachers Retirement System (STRS) or another state of Ohio retirement system. Unless the District otherwise receives notice of the member's retirement from STRS, the member shall be required to submit proof of retirement by presenting (to the Board Treasurer) of a copy of the first check received by the bargaining unit member from STRS or a copy of the first automatic deposit slip representing such within 30 days of receiving the first payment. The Board shall make the payment within 30 days of receipt of such notice.

D. Payment will be made based upon the daily rate of the bargaining unit member at the time of receipt of severance pay.

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 bargaining unit member reemployed by the Board will not be eligible for any payment under Section 901.

902 STRS Pick-Up

A. With Reduction

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each individual for the employee's share shall be the employee's contribution. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.

2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.

6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay or any other calculation based on the then currently effective salary base.

B. Without Reduction

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the members in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each member for the member's share shall be four percent (4%). Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.

2. The pick-up percentage shall apply uniformly to all members in the bargaining unit.

3. The Board shall pay the member and employer contributions on the picked-up amount.

4. The pick-up shall apply to all compensation including supplemental earnings.

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 twenty-six thousand two hundred and fifty dollars ($26,250) effective July 1, 2023, plus seven hundred fifty dollars ($750.00) per year for each additional year of the Contract, to provide supplemental pay to bargaining unit members with two (2) or more years at Dalton for earned college credit subject to the following conditions:

1. The college course must be taken in the bargaining unit member's area of certification/licensure, or in directly related fields, or other areas if approved under Section 903B2, below.

2. The bargaining unit member 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 bargaining unit member'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 bargaining unit member 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) and course-related fees. 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member's final pay.

7. If the Board requires the bargaining unit member to take a specific course, the bargaining unit member 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 bargaining unit member'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

Bargaining unit members who are required by the Board and/or Administration to travel to locations outside the District from Dalton school buildings shall be paid the IRS rate per mile traveled. Bargaining unit members who have teaching assignments which require them to travel daily between the Dalton Elementary/Middle School and the High School 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 Eligibility for Coverage

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. However, bargaining unit members 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 may not be paid cash in lieu of insurance benefits.

1002 Coverage (See Plan Booklet for COG adopted coverage information)

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 (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

1003 Medical

The Board will pay 80% of the premium for family coverage and 85% for single coverage.

1004 Preferred Provider – Doctors/Hospitals

A. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

B. 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/Canton OEA office representative.

1005 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 COG and the Stark County/Canton OEA representative.

E. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

F. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

1006 Life Insurance

A. The Board shall provide term life and accidental dismemberment coverage in the amount of sixty thousand dollars ($60,000) for each teacher.

B. Bargaining unit members may purchase additional life insurance at the group rate in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

1007 Dental Insurance

The Board shall provide dental insurance. The Board shall pay 100% of the premium.

1008 SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. The IRS Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRS Section 125 also governs Flexible Spending Accounts (FSA's). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

1009 PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

1010 SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE XI - ASSOCIATION RIGHTS

1101 Mailboxes

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

1102 Bulletin Boards

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

1103 Association Dues

A. The Board shall deduct the periodic dues of Association members (in the manner described below).

B. 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 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.

C. Association dues deducted from bargaining unit members' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after issuance of that particular pay.

D. Association dues 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 XII - INTENT AND DURATION

1201 Ratification Date

This Agreement is made and entered into this 22nd day of May, 2023 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.

1202 Ratification/Approval

Both the Board and the Association have accepted and ratified this Agreement witnessed by their representatives whose signatures appear herein.

1203 Conflict of Law

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.

1204 Binding Agreement

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.

1205 Effective Date

This Agreement is effective July 1, 2023 through June 30, 2026.

1206 Days Defined

"Days" in this Contract are calendar days unless otherwise specified.

1207 Superintendent's Designee

Board appointed designee when the Superintendent is on leave.

FOR THE ASSOCIATION

Team Member

Team Member

Rachel Augspurger
Team Member

Team Member

Designated Representative

Dana Brownke
President

Secretary

FOR THE BOARD

Team Member

Team Member

Team Member

Superintendent

Designated Representative

APPENDIX A

DALTON LOCAL SCHOOLS
GRIEVANCE FORM

LEVEL _____

NAME: _____ Building: _____

Description of act(s) on which grievance is based and provision(s) of contract allegedly violated:

_____

_____

_____

_____

_____

_____

Relief Sought: _____

_____

_____

_____ _____
Signature of Aggrieved Date filed at this Level

_____ _____
Signature of Supervisor/Principal/Superintendent/Board Date Received

DISPOSITION RENDERED _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature of Person Rendering Disposition Date

(Attach additional pages if necessary to complete any section.)
cc: Dalton Education Association

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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member's immediate family. The Board shall require a bargaining unit member 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 bargaining unit member'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 bargaining unit member 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 bargaining unit members 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 bargaining unit member shall be 252 effective 7/1/2020.

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 bargaining unit member'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 bargaining unit member's home.

H. Upon returning to duty, all bargaining unit members shall complete the required absence form, which will be considered an affidavit, to justify the use of any sick leave.

I. When a bargaining unit member is absent, he/she shall telephone the building principal in sufficient time to arrange for his/her classes.

Personal Leave

A. Each regularly employed bargaining unit member 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) bargaining unit members in each building - High School, Middle School, Dalton 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 bargaining unit member returns to work.

4. Request forms are available from the building principal or supervisor and must be submitted to him/her for approval.

Personal Leave (Cont'd)

5. The principal or supervisor will act on the request, notify the bargaining unit member, and forward the form to the Treasurer for processing.

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) bargaining unit member 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 bargaining unit member is a defendant, witness, or on jury duty. The bargaining unit member 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 bargaining unit members.

Child Care Leave

A bargaining unit member 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 request of the employee to the Board made not later than April 1 preceding the year for which such leave is requested.

C. When the bargaining unit member desires to terminate such leave, application for reinstatement may be made by the bargaining unit member at any time during the school year prior to April 1 and the bargaining unit member shall be reinstated at the beginning of the next school year. If the Board judges it to be educationally sound, it may allow a bargaining unit member to return prior to the beginning of the next school year.

D. Upon return from child care leave, the bargaining unit member 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 bargaining unit member 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 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 bargaining unit member.

APPENDIX D

DALTON LOCAL SCHOOLS
VOLUNTARY TRANSFER FORM

Name_____

Building _____

Certification_____

Present Assignment:

Transfer Request:

Reason for Request:

_____ _____
Signature of Person Requesting Transfer Date

APPENDIX E

DALTON LOCAL SCHOOLS
PROFESSIONAL TEACHER APPRAISAL: VISITATION/CONFERENCE FORM

Name	Grade/Subject	Building	Date

CLASSROOM VISITATION - comments will be written in the space below.

1. Professional Competence

2. Interpersonal Relationships

3. Personal Attributes

Overall Impression

SUGGESTED JOB TARGET FROM THE TEACHER

Teacher -- Appraiser --

PROFESSIONAL CONFERENCE

Evaluation Based Upon: _____ Visitations _____ Conference

Teacher's Signature	Date	Appraiser's Signature	Date

APPENDIX F

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

Name _____

_____

The bargaining unit member will be paid at a rate of twelve dollars ($12.00) per each sixty (60) minutes. Please log these minutes:

Date	Name of Absent Teacher	Time (to - from)	Total Minutes

Total Minutes _____

Teacher's Signature _____

Building Principal's Signature _____

APPENDIX G

DALTON LOCAL SCHOOLS
SUPPLEMENTAL DUTY COMPLETION

Sport or Activity _____

Check Items Applicable:

☐ Uniforms collected and stored

☐ Equipment collected and stored

☐ Inventory completed

☐ Other property returned to proper person or location

☐ Other (as required by Principal)

Future Intent:

☐ I would like to be considered for this position next year.

☐ I would not like to be considered for this position next year.

Signed_____ _____
Coach or Activity Sponsor Date

Signed_____ _____
Principal Date

The Board shall make every effort to notify the bargaining unit member applicant of his/her intent to hire within four (4) weeks of the date this form is presented to the appropriate Principal.

Principals shall make every effort to notify the bargaining unit member applicant of his/her intent to recommend within two (2) weeks of the date this form is presented to them.

Principal's Intent to Recommend

☐ It is my intent to recommend you for this position next year.

☐ It is not my intent to recommend you for this position next year.

Signed_____ _____
Principal Date

Dalton Local School District
Continuing Contract Eligibility Form

(Must be returned to the Superintendent's Office by September 15) *

Name	Building	Assignment

BUILDING ADMINISTRATOR _____

Date presented to Building Administrator _____

Licenses/Certificates presently held _____

How long have you been in the Dalton Local School District? _____

Number of consecutive years as a teacher? _____

Have you ever held a continuing teaching contract before? Yes _____ No ____ If Yes, where? _____

Refer to Article V – Section 509 for any other information you want to submit in support of your request for a continuing contract.

*** I assert that the above information is true: _____ / _____
Your Signature Date

*** I have reviewed this information and concur in its accuracy: _____ / _____
Principal's Signature Date

*** YES - Place this teacher on Continuing Contract eligibility list: _____ / _____
Superintendent's Signature Date

(Copy of signed form will be returned to the teacher)

* If this form is not returned to the Superintendent's Office by September 15, the teacher will not be eligible to be considered for Continuing Contract until April of the following school year.

APPENDIX I

SICK LEAVE DONATION REQUEST

I, _____ , an employee of _____ years,

who works at_____building has exhausted my sick leave.

I am requesting the donation of _____days due to a catastrophic or long-term illness.
Number

I understand that upon request I may have to provide medical information to the

DLEA President or designee.

_____
Name

_____
Date

Submit this original form to the DLEA President.

APPENDIX J

SICK LEAVE DONATION NOTICE

_____ , an employee of _____ years, who works at
Name Number
_____ building is about to exhaust his/her accumulated

sick leave and has requested the transfer of sick leave from any employee willing to transfer

up to five (5) days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below and return the original to the DLEA President.

****

Sick Leave Donation Authorization

I, _____ authorize the donation of _____ day(s)
(Name) (Not to exceed 5)
of my accumulated sick leave to _____.

_____
Employee Signature

_____
Date

ORIGINAL TO DLEA PRESIDENT/DESIGNEE

-- NOTES --