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AGREEMENT BETWEEN

DAWSON-BRYANT LOCAL SCHOOL DISTRICT

AND

THE DAWSON-BRYANT EDUCATION ASSOCIATION

AUGUST 1, 2025 – JULY 31, 2028

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ARTICLE 1: RECOGNITION

1.01 This Agreement is made and entered into between the Dawson-Bryant Board of Education, hereinafter called the "Board", and the Dawson-Bryant Education Association, hereinafter called the "Association". The Board, pursuant to its policy of recognition, recognizes the Association as the sole and exclusive bargaining representative of the employees delineated in Section 1.02, for the purpose of collective bargaining.

1.02 For the purpose of recognition and collective bargaining, the bargaining unit shall include all full-time certificated teaching employees, including certificated classroom teachers, guidance counselors, speech and hearing therapists, librarians, nurses, and full-time tutors.

Excluded from the bargaining unit are the Superintendent, principals, other administrative and supervisory employees, and substitutes employed on a casual basis. The terms "administrator" and "supervisor" shall include any employee having the authority to hire, direct, transfer, assign, promote, discipline, non-renew, or discharge other employees, or to effectively recommend such action.

ARTICLE 2: ASSOCIATION RIGHTS

2.01 The Association may select representatives for each school building. A representative involved in representation of a bargaining unit member at any grievance and disciplinary procedure will not, if the grievance procedure is scheduled on work time, suffer any loss of pay for time spent in such presentations.

2.02 The President, or in his/her absence the Vice President of the Association, shall have the privileges accorded the building representatives when it is known that a representative will be absent or unavailable or when an employee chooses the President or Vice President as his/her representative in lieu of a building representative.

2.03 Association representatives shall have the right to call a meeting with its members after school. Whenever a building is to be used, the Association representative shall notify the principal or his/her designee prior to use. The Association shall have the right to use any school building at the close of school any day that school is in session. Authorization to use any school shall be permitted, as long as the use does not interfere with a previously scheduled use of the building.

2.04 The Board shall provide bulletin board space in or near each teacher's lounge for use by the Association for the purpose of posting notices.

2.05 The Association shall be permitted reasonable use of Board-owned equipment, including, but not limited to, fax machines, computers, telephones, calculators, and audio-visual equipment, when such equipment is not otherwise in use. Supplies and fees in connection with such equipment use will be furnished or paid for by the Association.

2.06 Upon proper advance request being made within seven (7) days prior to regular scheduled Board Meeting, in compliance with Board policy, the Association shall be placed on regular Board meeting agendas.

2.07 Upon reasonable request of the Association President, the Association shall be provided access to public documents that are regularly and routinely prepared in the normal course of the District business upon arrangements being made with the Treasurer. Such documents shall include, but not be limited to, Board agendas, minutes, appropriations reports, Treasurer's reports, and amended certificates/licensures.

2.08 The Association President, or his/her designee, may address all employees at the initial in-service meetings, for a period not to exceed fifteen (15) minutes, to explain the purposes and programs of the Association and distribute copies of this Agreement or Association literature.

2.09 The Association President shall be permitted to leave his/her respective building one time per month to travel to other buildings within the District on Association business, as long as such time does not interfere with instruction time.

The employer shall grant up to four (4) Association members up to eight (8) days total per year for Association leave to attend lobby day and yearly Association meeting events. Such leave shall not be counted against qualification of the attendance bonus.

2.10 FAIR SHARE FEE

A. In the event the U.S. Supreme Court ever reverses the *Janus* decision and re-establishes Fair Share Fees as constitutional, the Parties agree to meet and negotiate new Fair Share Fee language into this Agreement in compliance with such future decision.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Association shall recognize the right and the authority of the Board to administer the business of the District, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Association shall recognize that the Board has, and will, retain the full right and responsibility to direct the operations of the District, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees.

2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed.

3. To determine the District's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.

4. To determine the size and composition of the work force and the District's organizational structure.

5. To determine the standards of quality and performance to be maintained.

6. To determine the District's budget and uses thereof.

7. To maintain the security of records and other pertinent information.

8. To determine and implement necessary actions in emergency situations.

3.02 The Association recognizes and accepts that all rights and responsibilities of the Board not specifically modified by this Agreement, or ensuing agreements, shall remain the function of the Board. The above-enumerated rights shall not abridge, and shall be consistent with, the provisions of this Agreement.

ARTICLE 4: NEGOTIATIONS PROCEDURE

COMPOSITION OF NEGOTIATION TEAMS

4.01 The Association shall be represented by a negotiating team of not more than four (4) persons at any one time designated by the Association for this purpose. One of the members of the team shall be designated as Chairman.

4.02 The Board of Education shall be represented by a negotiating team of not more than four (4) persons at any one time who will be designated by the Board in consultation with the Superintendent. One of the members of the team shall be designated as Chairman.

4.03 Each team shall be authorized to employ no more than two (2) professional representatives to represent them in addition to the four (4) previously mentioned members. Neither party shall have any control over the selection of the negotiation representatives or their respective parties and the expense of any professional representatives hired shall be at the cost of the party requesting or hiring same.

4.04 In the event of the unavoidable absence of a member of either negotiating team, a substitute may be used on the appropriate negotiating team. A negotiations meeting may be postponed in any emergency only upon notice to the other team.

CONDUCTING NEGOTIATIONS

4.05 Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations. The letter of request for negotiations, outlining the subject for negotiations, must be received by the Superintendent's Office or by the President of the Association. If negotiations are initiated by the Association, this letter should come from the President of the Association and be directed to the Superintendent. If negotiations are initiated by the Board of Education, they shall submit said letter to the Association President through the Superintendent. An agreement will be reached by the designated

negotiation teams for both sides within fifteen (15) days of the request as to when to hold the first negotiation session.

4.06 Negotiating meetings shall not start until February of the year in which the existing contract is to expire.

4.07 While negotiations are in session, either party may recess for independent caucus of a reasonable time or a mutually agreed time.

4.08 Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and date for the next negotiations meeting unless agreed otherwise.

4.09 At the first negotiation session, the group giving notice to negotiate will submit their agenda items.

4.10 Following the presentation of agenda items by both teams, a mutually agreeable agenda order will be established and negotiations will begin. Either party may request the other party to submit its initial written proposals on any items before negotiating on any other items.

4.11 Upon request, the Board and the Superintendent agree to furnish the Association negotiating team with all available data relevant to the items being negotiated, within fourteen (14) days of the request being received by the Superintendent.

4.12 Upon request, the Association agrees to furnish the Board negotiating team with all available data relevant to the items being negotiated within fourteen (14) days of the request being received by the Association.

4.13 During the period of negotiations, interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.

4.14 As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by representatives of both teams indicating tentative agreement.

4.15 Negotiations meetings shall not be open to the public unless by mutual written agreement.

AGREEMENT

4.16 When all items under consideration have been tentatively agreed to, the total document shall be submitted to the Association to ratify and then submitted to the Board for its ratification.

DISAGREEMENT

4.17 In the event an agreement is not reached within ninety (90) days, through negotiations, after full consideration of proposals and counterproposals, either party may declare impasse on those issues yet unresolved. If impasse is declared, the parties will mutually request a mediator from the Federal Mediation and Conciliation Service or other mutually

agreed upon mediation service or mediator. The mediator shall act in such capacity until one or both parties decide otherwise, or until agreement is reached. This procedure is in lieu of provisions contained in Section 4117.14 of the Ohio Revised Code but does not waive the Association's right to proceed in accordance with the provisions of Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

COPIES OF AGREEMENT

4.18 The Board and the Association agree to share equally any expense involved in providing copies of this Agreement to the Association members. Copies of this Agreement for use by the Board will be provided at the Board's expense. Copies of this Agreement for use by the Association will be provided at the Association's expense.

The Board will provide all new employees with a copy at the time of employment.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 The aggrieved or grievant shall mean a bargaining unit member, a group of bargaining unit members, or the Association acting on behalf of itself or bargaining unit members. An identical grievance by two (2) or more bargaining unit members shall be considered as a single grievance. A decision on such grievances applies to all grievants and each shall be given a copy of the decision. A grievant may withdraw from a group grievance, in writing, any time before a decision is rendered; however, such grievant waives any right to initiate the same or a substantially similar grievance. Only two (2) grievants shall attend any meetings or hearings conducted for the resolution of a group grievance or group problems.

5.02 Any bargaining unit member shall have the right to be represented by the Association.

5.03 A grievance shall be reduced to writing on forms (See Appendix E) provided by the Association and the Board and shall specify: (a) the alleged violation, (b) the relief sought, (c) the date of the alleged violation, and (d) the date of filing. The grievant shall not be permitted to revise the grievance, and the disposition shall be based on the grievance as submitted.

5.04 A grievance may be withdrawn by the grievant at any time without prejudice or record; however, such action constitutes the waiver of any right to initiate the same or a substantially similar grievance, but not to eliminate a grievance of a similar nature in the future.

5.05 A "day" for the purpose of this Article shall mean a calendar day. The specified time limits shall be considered as maximum, and may be extended only by mutual consent of the grievant and the Board representative.

5.06 Unless agreed to by the Board representative, all grievance hearings shall be held outside the school day and shall be conducted in private session. There shall be no extra pay due to any bargaining unit members for time devoted to preparation and processing of a grievance. In the event that the processing of a grievance extends beyond the school

year, there shall be no extra pay due bargaining unit members for time devoted to the processing of a grievance. The investigation or processing of any grievance by a grievant or a representative of the grievant shall not interfere with or in any manner interrupt the school program or duties of other bargaining unit members, administrators, or supervisors.

5.07 Any grievance not appealed in a timely fashion stands resolved on the basis of the Administration's response at that step.

Any grievance not answered by the Administration at any step shall be considered denied and the grievant shall then proceed to the next step.

5.08 No reprisals shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.

5.09 The names of grievance representatives shall be submitted by the Association President to the Superintendent no later than October 15th of each school year. Subsequent changes in the assignment of grievance representatives shall be submitted to the Superintendent no later than five (5) days following the changes in such assignment. The failure of the Association to fully comply with these requirements shall allow the Board, at its sole discretion, to suspend the filing or processing of grievances until compliance is achieved.

5.10 A grievance is defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. The term "grievance" shall not apply to any matter as to which (1) a method of review is provided by law with the exception of unfair labor practices or (2) the Board is without authority to act.

5.11 A bargaining unit member having a problem shall first attempt to resolve it informally with his building principal or immediate supervisor at the time the incident or condition giving rise to the problem occurs. A representative for each party may participate in the informal meeting. A problem, which cannot be resolved informally, shall be processed as a grievance in the following manner:

STEP 1:

5.12 Within fifteen (15) days after the incident or condition giving rise to the grievance has occurred, or the grievant should have reasonably known has occurred, the grievant shall reduce the grievance to writing on the grievance form, and shall present it to the appropriate administrator or supervisor.

5.13 Within fifteen (15) days after receipt of the grievance, the administrator or supervisor shall discuss the grievance with the grievant. Discussions at this step and any future step shall be confined to the issues stated in the grievance and the relief sought. The grievant may be accompanied by one (1) Association representative. The principal may be accompanied by one (1) Board representative. Either party may arrange for witnesses with knowledge of the circumstances to attend the meeting. No more than one (1) witness shall be allowed in this meeting, or in any future hearing, at any one time.

5.14 Within five days after this meeting, the administrator or supervisor shall state the decision, in writing, on the grievance form and shall provide a copy to the grievant and the Association.

STEP II:

5.15 If the grievant is not satisfied with the decision rendered in Step 1, he may, within ten (10) days of the date of such decision, appeal the decision, in writing, to the Superintendent.

5.16 The superintendent shall conduct a hearing within ten (10) days of receipt of the grievance. The Superintendent or his designated representatives shall conduct the hearing.

5.17 Within seven (7) days after such hearing, the Superintendent shall notify the grievant and the Association of the decision, in writing.

STEP III:

5.18 If the grievance still remains unsettled after Step II, then the Union and the Employer may mutually agree that the grievance be submitted for non-binding mediation as provided by S.E.R.B. The parties both have to agree to a non-binding mediation or Step III does not become applicable.

STEP IV:

5.19 If the grievance is not satisfactorily settled at Step II or Step III, the Union or the Employer may request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Superintendent within seven (7) calendar days following the Superintendent's reply at Step II, or after failure of a mediated resolution, whichever occurs last, or the grievance shall be considered resolved.

5.20 Within ten (10) days of the request for arbitration, the grievant and/or his/her representative and a representative of the Board shall jointly request the Arbitration Mediation Services (AMS), FMCS and/or AAA office of arbitration service to furnish a list of available arbitrators. Upon the receipt of the list, and after an opportunity to consider the names, the parties shall select a mutually acceptable arbitrator. Unless the parties otherwise agree upon the selection of an arbitrator, the parties shall select the arbitrator from the list by alternately striking one (1) name each from the list until one name remains, who shall be the arbitrator. Both parties may exercise the option to strike the entire list of proposed arbitrators once in any one (1) grievance. The party rejecting the list will pay the cost of a new list. If either party cancels the Arbitration once an Arbitrator has been selected and notified, that party shall be responsible for any costs.

5.21 The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and, unless such time is extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the hearing. The arbitrator's decision shall

be in writing and shall set forth his findings of fact, reasoning, and conclusion on the issues submitted.

5.22 The sole power of the arbitrator shall be to determine whether there has been a violation, misinterpretation or misapplication of the terms of this Agreement. The arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement or any policies established pursuant to the terms of this Agreement. The arbitrator shall not substitute his judgment for that of the Board regarding any management right.

5.23 The decision of the arbitrator shall be submitted to the Board and to the grievant and, subject to law and if within the scope of his authority as set forth above, shall be final and binding on the grievant, the Association, its members, and the Board.

5.24 The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be paid by the losing party. The expenses of the witnesses and other representatives shall be borne by the party they represent.

ARTICLE 6: TEACHER EVALUATION/WALK-THROUGH OBSERVATIONS

6.01 Purpose

A. To assess a teacher's performance

B. To help the bargaining unit member achieve greater effectiveness in performance of the work assignment and encourage the development and retention of quality teachers.

C. Provide quality education for the students of the Dawson-Bryant School District through the enhancement of the professional growth of teachers.

6.02 Personnel

A. The teacher evaluation procedure contained in this agreement applies to all teachers and counselors employed by the District unless he/she is not required by law to be evaluated under OTES 2.0 or OSCES (counselors).

1. Certain bargaining unit members (e.g. librarians, school nurse) who do not yet have Ohio standards for evaluation will continue to be evaluated under the current evaluation tool until a new form has been approved by ODE and ratified by the Association and the Board.

B. Evaluator

1. Evaluation of an employee shall be conducted by the immediate building administrator designated by the Superintendent and must be a full-time employee of Dawson-Bryant Local Schools. If the immediate supervisor is

unable to perform the evaluation, every effort will be made by the Dawson-Bryant Local School District administration to use Dawson-Bryant administrators who are not the immediate supervisor to complete the evaluation process. In case of emergency, the Superintendent will confer with the Association President to review a list of certified evaluators and agree upon one or two alternative evaluators to fulfill the obligations of the evaluator on extended leave.

2. Each teacher evaluation conducted under the policy shall be conducted by a person:

a. Who is eligible to be an evaluator in accordance with the ORC 3319.111(D)(1) though (4) and

b. Who holds a credential established by the Ohio Department of Education for being an evaluator. Evaluators must complete state-sponsored evaluation training and pass an online credentialing assessment.

c. The Evaluator shall not be a bargaining unit member.

6.03 Procedures - Evaluation Timeline

A. Teachers shall generally be evaluated annually. Each evaluation shall include:

1. Two (2) formal observations of at least thirty (30) minutes each.

a. The first observation shall be after September 15th and before December 15th. The first observation will be a formal Holistic Observation.

b. The second observation shall be completed during the second semester. There must be thirty (30) calendar days between the first and second observation. The second observation will be a Formal Focused Observation with emphasis on identified focus areas, except that a focused observation may occur in the first observation for teachers on an improvement plan.

c. No observation shall be performed two days before or two days after any break that consists of more than three (3) days in length.

d. Pre-observation and post-observation conferences are optional for those members who have been designated skilled or accomplished on his/her most recent evaluation. Any pre-observation conference meeting will be completed no earlier than two (2) days before the scheduled observation unless the evaluator and the teacher mutually agree to alter this time frame. Any post observation

conference will be completed no later than seven (7) school days after the observation.

2. Walkthroughs of maximum of twenty minutes (20) by the evaluator

   a. Walkthroughs shall not be performed arbitrarily.

   b. If deficiencies are noted on the walkthrough form, the evaluator will meet with the teacher within five (5) school days of the walkthrough, provide a copy of walkthrough form, go over the noted deficiencies and jointly establish a plan to address those deficiencies.

      i. The plan will include:

         A) Specific methods to improve the noted deficiencies, and

         B) A timeline that notes when meetings will be held to discuss progress and a date when the plan will end.

3. A third observation may be conducted by a district administrator or a different district administrator if requested by a bargaining unit member when his/her performance on previous observations was unsatisfactory, or if the teacher's contract is under consideration for renewal or nonrenewal, or if determined to be needed by the administrator.

4. The use of eavesdropping on public address or audio systems and similar surveillance devices shall be strictly prohibited. Only data or information related to items specifically listed in the observation tool may be gathered outside the formal observation and walkthroughs. No hearsay or invalidated information will be allowed in either observation or the completed evaluation.

Each completed evaluation cycle will result in the assignment of a Final Holistic rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The Final Holistic Rating will be based on the holistic review of all evaluation factors, including the walkthrough(s), observation(s), and other components specified in the Ohio Revised Code and/or referenced in the State Board of Education's OTES 2.0 Framework.

Teacher evaluations will be completed by the first day of May and each teacher subject to this policy will be provided with a written copy of the evaluation results by the tenth day of May.

Teachers on contracts set to expire at the end of the school year and are being considered for non-renewal will have a third observation to be completed by the first day of May.

The Board may evaluate each teacher who received a final rating of Accomplished on the teacher's most recent evaluation once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

The Board may evaluate each teacher who received a final rating of Skilled on the teacher's most recent evaluation once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

In the years when a teacher is not evaluated, the evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. Notwithstanding the above, every teacher may be evaluated if his/her contract is being considered for renewal.

B. The board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

1. The teacher was on leave from the school district for fifty percent or more of the school year, as calculated by the board.

2. The teacher has submitted notice of retirement and that notice has been accepted by the board by December 1st of the school year in which the evaluation is otherwise scheduled to be conducted.

C. No undocumented information may become part of an employee's performance evaluation report.

6.04 Professional Growth Plans (PGP)

A. Teachers who receive a rating of Accomplished may independently develop a professional growth plan that meets current state license requirements and that focuses on specific areas identified in the observations and evaluation.

B. Teachers who received a rating of Skilled or who are new to the District must complete a professional growth plan in cooperation with the evaluator.

1. The PGP is intended to be one academic year in duration and may support the goals of the IPDP (the PGP is not intended to replace the IDPD - Individual Professional Growth Plan.)

2. The plan shall include feedback from the evaluator as well as the teacher's self-assessment and include:

a. Identification of areas for future professional growth;

b. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;

c. Outcomes that will enable the teacher to increase student learning and achievement.

C. Teachers who receive a rating of Developing will complete a professional growth plan guided by the evaluator.

D. Teachers who receive a rating of Ineffective will be placed on an improvement plan developed by the credentialed evaluator for the evaluation cycle.

1. The improvement plan shall contain the following as identified by the evaluator:

a. Identify in writing the specific areas for improvement to be addressed in relationship to the Ohio Standards for the Teaching profession;

b. Specify in writing the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;

c. Develop and implement a written plan for improvement with listed resources and available assistance;

2. If improvement is documented at an acceptable level of performance, the teacher will resume the regular evaluation cycle. If performance remains ineffective, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take steps necessary to recommend dismissal.

E. The member teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's file which shall be done within thirty (30) days of the report.

F. Each Professional Growth Plan will contain no more than two goals and will be completed by October 1st of each school year.

6.05 High Quality Student Data (HQSD)

A. Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. HQSD is defined in the Ohio Revised Code an refers to quantitative information, derived from instruments rigorously reviewed and approved

by locally determined experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

B. Each evaluation shall contain two (2) measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject being taught by the teacher being evaluated, HQSD shall include the "value-added" progress dimension as one (1) source of HQSD and the teacher shall use the other measure of HQSD to demonstrate student learning. "Value-added" refers to the value-added measure provide by ODE.

C. If there are multiple vendor assessments applicable to a course of instruction, the teacher may choose the assessment to be used in her classroom from ODE's list of approved assessments. For courses of instruction in which neither value-added data nor ODE-approved assessments are available, each teacher or group of teachers shall submit a proposed measure of HQSD to the OTES 2.0 Committee (the former SLO committee), which must rigorously review each measure to ensure that it meets the criteria established by ODE.

D. HQSD measures must be submitted on or before October 1st. Any HQSD measure rejected by the OTES 2.0 Committee shall be returned to the teacher/group with designation of deficiencies by October 17. The teacher/group must resubmit a corrected or a different selected measure of HQSD within ten (10) school days after October 17.

E. The OTES 2.0 Committee will be composed of an administrator and teachers from each school building, with teachers appointed by DBEA. Members of the committee shall be trained in HQSD.

6.06 Each counselor will be evaluated in accordance with the teacher evaluation procedures.

1. Each school counselor will be evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics, which will determine the final summative rating of effectiveness according to ODE requirements.

2. School counselors will be assigned a rating of Accomplished, Skilled, Developing, or Ineffective.

3. Provisions in this contract for teachers regarding: (i) considerations for retention, promotion, removal, and professional development, and (ii) when the board/administration may elect not to evaluate, shall also apply to guidance counselors.

6.07 Updates to this Article shall be ratified by the Association and approved by the Board.

ARTICLE 7: PERSONNEL FILES

7.01 The only official files on all bargaining unit members shall be the files that are presently maintained in the Superintendent's Office.

Only that information contained in these files shall be used in administrative and personnel decisions and for evaluation purposes.

The bargaining unit member will be notified as soon as possible of any request to see the bargaining unit member's personnel file and will be told who makes the request.

7.02 Changes in a member's status shall be made a part of his or her personnel record (change in residence, marital status, etc.).

7.03 The unit member shall have access to all personal information contained in the system within two (2) work days of request. There shall be no charge for access to the system. Except for the Superintendent and the Treasurer, all persons viewing the files shall initial and date each file each time the file is examined.

7.04 If a member feels that any material in his/her personnel file in the Central Office is not relevant, was submitted anonymously, is incomplete, is inappropriate, or is false, or is derogatory to his/her conduct, service, or character, he/she shall have the right to submit a written answer to such material and his/her answer shall be attached to the material. Said member may request an investigation of the disputed material. The Board will investigate the current status of the information within sixty (60) to ninety (90) days after receiving the request. The Board of Education will comply with all the requirements of Ohio Revised Code 149.43 (Public Records Law).

7.05 Any member requesting copies of any item in his/her personnel file shall pay for copying of said items, costs not to exceed ten cents ($.10) per item.

7.06 Personnel files may include, but are not limited to, the following:

A. Application for employment.

B. Copy of latest contract and/or salary notice.

C. Ohio Teaching Certificate/License, or a copy.

D. Official transcript of college credits.

E. Copy of military discharge, if applicable.

F. Certified letter from Treasurer of previously employed school district indicating accumulated sick leave days, if applicable.

G. Evaluation forms.

7.07 A copy of the Evaluation Instrument(s) used in evaluation of the member will be given to the member. These instruments will be placed in the file only after the individual has signed the material to show he has seen it, or it has been witnessed and signed by the Superintendent that the material was shown to the individual who then refused to sign acknowledging he/she had seen such.

ARTICLE 8: NONDISCRIMINATION

8.01 No person or persons or agencies responsible to the Board shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, marital status, employee organization, political affiliation, age, handicap, or for the purpose of evading the spirit of this Agreement. The Board agrees to abide by the provisions of applicable Federal, State, and local laws and executive orders regarding these matters.

8.02 The Board recognizes the right of all bargaining unit employees to be free to join the Association and to participate in lawful concerted union activities. Therefore, the Board agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Board against any employee because of Association membership or because of any lawful activity in an official capacity on behalf of the Association, nor will the Association practice discrimination, coercion, interference, reprisal, or restraint against any employee choosing not to join the Association.

ARTICLE 9: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

9.01 Whenever a verbal or written complaint is made by a student, parent of a student, or any member of the public concerning a bargaining unit member's professional conduct, service, or character, the bargaining unit member shall be immediately notified of the complaint, and the principal and the bargaining unit member shall attempt to resolve the complaint.

9.02 If the complaints continue, the principal will attempt to resolve the complaint by arranging a conference with the bargaining unit member and the complainant(s).

9.03 If the complaint is still unresolved, the complainant shall be advised, by the principal, of his/her rights to submit a written complaint against the bargaining unit member to the Superintendent of the school district. The Superintendent will set up and conduct a meeting involving the bargaining unit member, the principal, and the complaining party. If such meeting is called, the bargaining unit member and administrator shall, at his/her choice, be accompanied by a representative of his/her choosing. Conferences regarding such complaint shall be closed to the public. If a written decision is issued, the bargaining unit member and complainant shall receive a written copy of the Superintendent's decision five (5) working days following the conference. The Board may schedule a hearing with both parties present to make their presentation, if the problem is not resolved by the Superintendent's decision. The bargaining unit member shall have the right to be accompanied by a representative(s) of his/her choosing. Such hearings shall be in executive session.

ARTICLE 10: PROFESSIONAL LEAVE

10.01 An application form, as marked Appendix F, shall be submitted to the principal at least three (3) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the Central Office.

10.02 Attendance is limited to two (2) persons from a department or office at any one meeting, except as approved by the Superintendent.

10.03 Professional leave requested of the Superintendent shall include any and all expenses paid by the Board. Other professional leave shall include registration fee, mileage, lodging, parking fees, tolls, meals at the applicable GSA per diem rates for the area or pre-approved by the Superintendent, and necessary materials related to the workshop.

10.04 Written reports of meetings shall be placed on file with the employee's immediate supervisor for staff meeting use.

10.05 Preference shall be extended to unit members NOT having previously attended meetings when duplicate applications are received.

10.06 Attendance shall be authorized by the Superintendent in accordance with school system needs and fund limitations.

10.07 Refusal to grant attendance at the above professional meeting shall not be grounds for a grievance.

10.08 The Superintendent agrees to notify the member requesting leave of its approval or denial of such leave at least one (1) week in advance of the scheduled leave.

ARTICLE 11: PERSONAL LEAVE

11.01 Each bargaining unit member shall be entitled to four (4) personal leave days, with pay, each school year, which days shall not be deducted from earned sick leave.

11.02 Personal leave shall not be cumulative from year to year.

11.03 Personal leave on any given day except as limited by Section 11.06 shall be approved for up to ten (10) bargaining unit members, who have given at least five (5) working days' notice of the intent to take such leave by completing the appropriate leave form. Personal leave shall be granted to more than ten (10) bargaining unit members or to those who have provided less than five (5) working days' notice, if the District is able to locate a substitute. The District shall, in all cases, attempt to locate substitutes.

11.04 When a member is absent for personal reasons, a report of such absence, signed by the member and the supervisor, shall be filed with the Treasurer within five (5) days following the last date of absence.

11.05 No personal leave shall be granted during the period of one day before or one day after any holiday or scheduled closing day. However, if there is a special occasion involving immediate family member(s) (as defined in Article 13.06, Sick Leave), personal leave may be approved for these restricted days by the Superintendent (i.e., wedding, graduation, or school function of a child). These exceptions cannot be used to extend a vacation.

11.06 Personal leave shall be granted in one-day or half-day increments, unless specifically approved otherwise by the Superintendent.

11.07 For purposes of personal leave, a school year is the regular school year. Members employed after November 1 in a given school year shall be eligible for only two (2) days of personal leave. Members employed after January 1 shall be eligible for only one (1) personal leave in that year. No member employed after the first of March shall be entitled to any personal leave days for that school year.

11.08 Unused personal leave shall be converted to sick leave on a pro-rata basis.

ARTICLE 12: MATERNITY AND PATERNITY LEAVE

12.01 Upon the written request of a member, the Board may grant a maternity or paternity leave of absence without pay as follows:

A. A member who is pregnant shall be entitled, upon request, to a maternity leave of absence for a period of one (1) year. A member whose spouse is pregnant shall be entitled, upon request, to a paternity leave of absence for a period of one (1) year. Applications for maternity or paternity leave shall be in writing and shall contain a statement of the expected date of birth, the date on which the leave of absence is to commence, and the date the member will return to service in the District. The application will contain a physician's statement certifying the pregnancy.

B. A member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required function as certified by her physician in statement form.

C. A member of the bargaining unit adopting a child under school age will be eligible, upon request, for an unpaid leave to commence at any time after receiving physical custody of said child, or prior to receiving such custody, if required by Court order to fulfill the requirements for adoption. Said member will notify the Superintendent in writing of the request and shall give notice at least thirty (30) days prior to the date on which the leave would begin, unless the circumstances warrant less notice.

D. Applications for maternity or paternity leave shall be made between ninety (90) to thirty (30) days before the beginning of the start of the leave. Where there are complications, exceptions shall be made.

E. Upon return from the approved maternity leave at the time set forth in the application for leave, the member shall provide the Board with a physician's certificate of physical fitness before such member can resume her teaching duties.

F. If the member desires to return to active service prior to the stated date of the application for leave, the member shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the member wishes to return. Upon recommendation of the Superintendent, the Board may authorize the early return of such member. Prior to returning from the approved maternity leave, the member shall provide the Board with a physician's certificate of physical fitness before such member can resume her teaching duties.

G. Leave under this Article and applicable leave under the Family Medical Leave Act (FMLA) shall run concurrently.

ARTICLE 13: SICK LEAVE

13.01 Each full-time member of the bargaining unit shall receive sick leave at the rate of 1 1/4 days per month, for a total of 15 sick leave days per year.

13.02 All members shall be granted five (5) days of sick leave credit with the effective date of their contracts, being part of their first year's accumulation.

13.03 Sick leave shall be accumulative to three hundred seventy-five (375) days. The teachers will be notified at the end of the school year of their days.

13.04 New employees shall receive credit for sick leave accumulated in any elementary or secondary school chartered by a State Department of Education, including licensed parochial schools or similar institutions, or public agencies in Ohio as defined by the Ohio Revised Code. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.

13.05 Sick leave hours may be used to cover personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, medical appointments, and illness or death in the immediate family. Employees' immediate family for this policy with respect to illness shall include: spouse, children, step-children, father, step-father, mother, step-mother, in-laws, brother or sister, and grandparent or other family member living in the same household, guardian's ward and/or a grantor of a durable power of attorney for health care. The Superintendent may permit the use of sick leave for other family members not living in the household if the Superintendent determines special circumstances exist. A decision by the Superintendent to deny such use is not grievable.

13.06 Two days of sick leave may be used on the day of birth of a grandchild, unless there are medical complications for which additional days are approved. (Additional days of absence may be covered with the use of personal leave.)

13.07 Employees' immediate family for use of sick leave with respect to death shall include: spouse, children, step-children, father, step-father, mother, step-mother, brother, step-brother, or sister, step-sister, grandparents or grandchildren, cousin, aunt or uncle of the employee or spouse, and father-in-law, mother-in-law, brother-in-law, or sister-in-law, and grandparents or grandchildren of spouse, guardian's ward and/or grantor of a durable power of attorney for health care. The other parent of a members' child/children shall also be considered "immediate family" for this paragraph.

13.08 Employees who use more than five (5) consecutive days of sick leave will be required to submit a doctor's statement before returning to work, which attests to their ability to resume their position. The Treasurer may request medical verification from employees who are absent three (3) or more consecutive days for purposes of verifying qualifying conditions pursuant to the FMLA.

13.09 Employees who have exhausted all available paid leave, including personal leave, shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical condition.

A. The Association President shall compile a list of any members willing to donate to the bank by September 15th of each school year. Bargaining unit members who transfer sick leave to bank must have a balance of sixty (60) days after they transfer leave to sick leave bank.

B. The Association President will prioritize the list of members wishing to donate according to the number of sick leave days they have accrued (i.e. those with the most will be placed at the top).

C. When a member contacts the President and identifies a need to borrow days from the bank, the Association President will contact the members of the donation list and complete the transfer form at that time for no more than a total of five (5) days per member per school year.

D. The Superintendent shall grant or deny the requested transfer at his/her discretion.

E. The recipient's daily base rate of pay shall be used to calculate payment under this transfer article.

F. Also, employees shall not receive in excess of twenty (20) days of transferred leave during any given school year.

ARTICLE 14: LEAVE OF ABSENCE (INCLUDING MEDICAL LEAVE)

14.01 The Board may grant a bargaining unit member a one (1) year leave of absence without pay upon receipt of a written request by the member. Such leave may be extended by the Board upon written request of the member, being within the discretion of the Board. A written request for medical leave must be accompanied by a doctor's statement.

14.02 Unit members on such leave shall be carried on the roll of Board employees and shall receive insurance at the member's expense, which includes both the Board and the bargaining unit member's share of the premium with exception of FMLA Leave, to the extent permitted by the insurance contract, payable by certified check to the Treasurer's Office on a monthly basis.

14.03 Upon a member requesting a leave under this Section, the member shall waive the right to receive any contribution from the Board toward retirement during the period of the leave.

14.04 For purposes of seniority, said member of the unit will be considered as having performed his/her normal duties during the period of the leave.

14.05 Transfers and promotions upon return from such leave shall be subject to the provisions of this negotiated Agreement.

14.06 Leaves of absence may not be taken for the purpose of obtaining or fulfilling other employment. No member shall be employed elsewhere, while on a leave of absence, without the permission of the Board.

ARTICLE 15: JURY DUTY

15.01 Bargaining unit members called for or required to serve jury duty shall be approved for leave for the number of days or partial days needed to accept jury duty. Such leave will not be deducted from any of the employee's leave accumulations. Said members shall notify the Superintendent immediately upon being chosen for jury duty and advise the Superintendent as to an estimated number of days that said member will be absent.

15.02 Upon submission of proof of jury service, the member shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved, unless jury duty is performed on non-workdays. In this case, the member shall keep his/her full jury duty pay.

ARTICLE 16: MILITARY DUTY

16.01 In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular contract bargaining unit member who shall be inducted or called to active duty for military duty with any branch of the Armed Forces of the United States.

In addition to the above, the Board agrees to pay up to one (1) month's salary when any member is required to be absent from normal teaching duties as a result of a call to military duty by action of the Federal government.

16.02 Any member whose teaching service in the Dawson-Bryant School District has been interrupted by active duty service in the Armed Forces shall be reemployed in accordance with the provisions of Section 3319.14 of the ORC, and shall be given full credit on the salary schedule for such service.

16.03 Military leave shall be granted pursuant to Section 5923.05 of the ORC.

ARTICLE 17: DUTY FREE LUNCH/PLANNING PERIOD COMPENSATION

17.01 Each bargaining unit member shall be granted at least thirty (30) consecutive minutes for lunch each school day, during which time he/she shall not be required to perform any school activity. Each bargaining unit member shall be granted no less than a forty-five (45) minute planning period each full day school is in session.

17.02 The granting of the lunch period to a unit member shall not be cause for lengthening the school day.

17.03 If it becomes necessary for any bargaining unit member to assume the responsibility for another bargaining unit member's class during his/her planning period that bargaining unit member shall be reimbursed at the rate of $25.00/per period or during specials at the elementary school.

The immediate supervisor shall, when feasible, solicit volunteers for such assignment, but shall at all times retain the right to assign bargaining unit members for temporary duty.

The teacher will keep a record of the time and date of each occurrence, and submit for reimbursement to the Board office to be payable to the teacher within the next applicable pay period after each semester.

ARTICLE 18: CLASS SIZE AND LOAD

18.01 Class size and load will be according to State minimum standards as provided in the Ohio Revised Code.

ARTICLE 19: VACANCIES AND TRANSFERS

POSTING AND NOTICE OF VACANCIES

19.01 Not later than April 1 and monthly thereafter of each school year, the Superintendent shall cause to be posted in all school buildings, a list of known vacancies which will occur for the following school year. The list is to be located in a place that can be seen by all teachers. As vacancy notices occur between May 15th and the first day of school, the Association President shall be provided notice, and notification of openings in the bargaining unit shall be posted on the school website and in the Board office, and announced via an "all call."

19.02 Whenever a vacancy arises or is anticipated in a bargaining unit position, the Superintendent shall promptly cause, except in the instance of any emergency (as defined below), a notice of same to be posted through email and on a bulletin board in each school building (per 19.01) for no less than ten (10) work days before the position is filled. At the time of a posting, the building principal may notify his/her staff that a vacancy has been posted. Vacancies shall be filled on the basis of the experience, competency, and

qualifications of the applicant and length of service in the district and other relevant factors. Any new positions shall be posted with accompanying job assignment. Between May 15th and the first day of school, announcements of vacancies shall be posted in the Board Office for not less than five (5) work days before the position is filled. Whether a vacancy exists will be at the sole discretion of the Superintendent and/or Board of Education.

An emergency shall be defined as a vacancy occurring within three (3) weeks (21 days) of the first day of school or during the school year. Regarding supplemental contracts, an emergency shall be defined as a vacancy occurring within two (2) weeks of the first day of the beginning of the supplemental duties or during the school year. Emergency vacancies shall be posted at the Board office, on the school website, and announced via an "all call."

VOLUNTARY TRANSFER AND/OR ASSIGNMENT

19.03 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than ten (10) working days after a vacancy being posted.

19.04 In acting on request for voluntary reassignment and/or transfer, the following criteria apply:

A. Individual qualifications.

B. Instructional requirements.

C. Staff availability and experience.

D. Special criteria established by the Administration to achieve staff balance; and

E. Where the foregoing facts are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the school system.

INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

19.05 An involuntary transfer or reassignment after August 10th that will be effective for the upcoming school year will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher may, at their option, have a representative of their choice to be present at such meeting. Any reassignment made pursuant to this policy shall be in the best interest of the school district, as determined by the Superintendent.

ARTICLE 20: BARGAINING UNIT MEMBER ASSIGNMENT

20.01 The Superintendent will assign all newly appointed personnel to their specific positions, which will be within the subject area and/or grade level for which he/she is certified/licensed.

The Superintendent will give notice of assignment to new employees as soon as practicable and, except in cases of emergency, not later than July 31.

20.02 All other unit members will be given written notice of their classes and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than June 30.

20.03 In the event that changes in such class and/or subject assignments, building assignments, or room assignments are made after June 30, the Association and all members affected will be notified promptly in writing and, upon the request of the member, the changes and the reasons for the changes will be reviewed promptly by the Superintendent or his representative, and the member who, at his/her option, may have a representative of the Association present.

ARTICLE 21: PROTECTION OF MEMBERS, STUDENTS, AND PROPERTY

21.01 When, in the judgment of a member, a student requires the attention of a counselor, pupil personnel service employee, physician, or other specialists, he/she will so inform his/her principal. The principal will arrange, as soon as possible, for a conference including himself, the unit member, and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.

21.02 Physical force may be used by a unit member to protect himself/herself or another member and/or student from possible injury, or, in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Members will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing giving in detail the circumstances thereof.

21.03 This report will be forwarded to the Superintendent. The Superintendent will transmit such report to the Board forthwith. The Board and the Superintendent will comply with any request from such member for information in their possession relating to the incident or the persons involved.

21.04 Any member who is absent because he/she is unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment while on school board property due to a parent or student assault, will be paid his/her full salary for the period of his/her absence, less the amount of Worker's Compensation award made for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave and the limit of assault leave will be twenty (20) days. Under extenuating circumstances, the Superintendent, within his reasonable discretion, shall have the authority to extend the leave up to thirty (30) days.

ARTICLE 22: TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

22.01 Members who have regular assignments in more than one (1) building or by nature of their assignment require travel during their regular day shall be reimbursed at the IRS rate per mile. Mileage will be measured daily from the first school to the final school. Members will submit travel vouchers monthly and will be paid on the first pay of each month.

22.02 Employees are responsible for any fines, damages, etc. that occur in the use of their vehicle for school business. Employees who submit for Transportation Reimbursement are attesting by signing the form that they have a valid driver's license and automobile insurance.

ARTICLE 23: SALARY PAYROLL DEDUCTION

23.01 The deductions shall be equally divided during the year and in equal amounts over the twenty-six (26) or twenty-seven (27) pay periods unless otherwise noted. (Refer to Section 28.03)

23.02 Deduction of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the teacher for the following:

A. Departments of the Ohio Education Association as found on the yearly enrollment form.

B. Group Income Protection Insurance (as required for coverage).

C. Annuities (TSA)

D. 403b-7 Funds (Such Fund deductions will be those designated by six [6] or more written payroll deduction requests.) Additional monies may be forwarded to appropriate retirement agency(s) on an after tax basis.

For example:

If an employee has the maximum percentage forwarded in a tax-deferred fund such as a 403b-7; then additional taxed dollars could still be forwarded for an IRA account. Yet it would be the same vendor.

E. Desco Credit Union or employees credit union (per pay period).

F. Appropriate State income tax for bargaining unit members residing in contiguous states, if the employee submits the request in writing and provides the necessary documents to the Treasurer.

It is understood that the Treasurer shall issue only one (1) check to a particular provider regardless of the number of employees who are signed up for a respective payroll deduction. This check shall be issued to the provider timely each month.

23.03 It is specifically agreed that the Board assumes no obligations, financial or otherwise, arising out the provisions of the Article, and the Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Board herein. Once the funds are submitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association. The Board will reopen this Article in the third year of the contract.

23.04 There will be an open enrollment period in order for bargaining unit members to sign up for or change plans under the insurance coverage as set by the carrier's regulations, to fill out or change plans under the insurance coverage, to fill out withholding information, and to sign up for payroll deductions by the end of the first two (2) weeks of each school year. Notice will be provided to the bargaining unit members prior to this period beginning.

Payroll deductions shall be continuous until revoked by the employee in writing. All deductions shall be transmitted by the Treasurer to the designated agency or fund within thirty (30) days unless specified differently in Section 23.02.

For federal and state withholding status and for Desco deductions, there shall be two (2) other periods during which changes may be made, being the first two (2) full weeks of January and April.

23.05 Ohio Education Association (OEA) dues shall be deducted two (2) times per month during the school year (18 pay periods).

ARTICLE 24: MEMBER CONTRACTS

24.01 The member contract and notification of appointment will be issued to members no later than August 1 of each year, if a new contract is awarded. Said contract will contain the following information:

A. Name of member.

B. Type of contract (limited, continuing, or annual notice of salary).

C. School year.

D. Annual salary; and

E. Contract notations.

A salary notice will be issued to each bargaining unit member every year.

24.02 The following clause will appear in all individual contracts: "The Master Agreement negotiated between the Association and the Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Agreement or by provisions provided by law."

24.03 A limited regular contract shall be issued in the following order:

- Upon initial employment, the first contract shall be for one (1) year.
- The second contract shall be for one (1) year.
- The third contract shall be for two (2) years.
- The fourth contract shall be for a period of three (3) years.

24.04 Subsequent to the fourth contract, all limited regular contracts shall be for five (5) years.

24.05 Members who have obtained tenure in another Ohio school district will be offered a one (1) year contract the first year of employment. Upon successful completion of this contract, said member will be granted another one (1) year contract. Upon successful completion of this second one (1) year contract, the member will be considered for a continuing contract.

24.06 Continuing contracts shall be in compliance with ORC 3319.08 Section D and E.

24.07 After having met all necessary requirements as per 3319.11 for continuing contract status, a member may apply to the Superintendent, in writing, by September 30th, requesting consideration for a continuing contract. If such request is recommended, it will be acted on in April or May, and if approved will be effective the following school year.

If continuing contract is not recommended and/or approved, the member's limited contract continues for its duration as if the application had not been made. Members do not have to apply for continuing contract during their limited contract, but rather can wait until their limited contract expires.

If the member applies for a continuing contract by the 30th of September following eligibility and is denied or does not apply at that time, then the member cannot apply for a continuing contract until the expiration of the limited contract.

In any case, the member can apply for a continuing contract, if eligible, upon expiration of the limited contract.

ARTICLE 25: NON-RENEWAL OF LIMITED CONTRACTS

25.01 Non-renewal of limited contracts shall be governed by the applicable provisions of the Ohio Revised Code 3319.11.

ARTICLE 26: CONTRACT YEAR

26.01 The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:

A. One hundred eighty (180) days when students are in attendance. Two (2) of the one hundred eighty (180) days shall be allotted for parent-teacher conferences.

B. Members will not be required to work the following days:

Labor Day

Thanksgiving Day and the day following

Christmas Day

New Year's Day

C. The Superintendent may close school or individual school buildings for weather or other reasons on any day when students are scheduled to be in session (school closure days).

1. Teachers will not be required to report to work on school closure days.

2. Teachers will not suffer any loss of pay on school closure days.

3. The first five (5) school closure days shall not be made up. Any days exceeding the first five school closure days may be made up at the discretion of the Board and Superintendent in accordance with the school calendar. The make-up day(s) and time(s) shall not exceed the length of a regular work day and/or work year, as defined in this Agreement. Make-up day(s) and time(s) may be provided as determined by the Superintendent through instruction via online delivery in accordance with ORC 3313.482 or any successor statute under the plan adopted by the Board each school year.

26.02 The procedures prior to the adoption of the annual school calendar by the Board of Education shall be as follows: The Superintendent shall present the proposed calendar to the Executive Committee of the DBEA at least ten (10) days prior to consideration and adoption by the Board of Education unless less time is necessary due to unusual or unforeseen circumstances. The proposed calendar shall be returned to the Superintendent within eight (8) days along with the comments and recommendations of the Executive Committee. All comments and recommendations shall be included with the Superintendent's final recommendation to the Board of Education. It is understood that the Board of Education has the final responsibility and authority in the adoption of a school calendar.

A. The Board of Education will have final approval of the changes in the school calendar necessitated by weather or other emergencies. The Dawson-Bryant Education Association will be notified ten (10) days prior to Board consideration

to allow for their input to the proposed calendar change, unless less time is necessary due to unusual or unforeseen circumstances.

ARTICLE 27: INSURANCES

27.01 The Board shall make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 80% of the premiums, for bargaining unit members for a family plan and 80% of the premiums for a single plan for bargaining unit members.

27.02 The Insurance Consortium (Council of Governments) reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

A. The Board will continue to provide substantially similar dental/optical insurance coverage as is currently provided for each bargaining unit member at 100% paid.

27.03 The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

27.04 Any change in benefits or coverage as a result of a change in insurance carriers or to self-insurance shall be reviewed by representatives of the bargaining unit to ensure compliance with this Article. The bargaining unit reserves the right to utilize the established grievance procedure or other legal processes as it deems necessary to ensure compliance.

27.05 The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member equal to $30,000, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider. A member shall have the option of purchasing additional insurance at his/her own expense pursuant to the limits set by the insurance provider.

27.06 The Board shall only be required to provide insurance coverage for those employees on active pay status. However, employees on approved leaves of absence without pay shall have continuation rights, at the employee's expense.

27.07 Insurance coverage(s) shall be continued for a bargaining unit member:

A. On leave covered by accumulated sick leave.

B. On non-FMLA leave not covered by any accumulated sick leave upon his/her payment of the premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.

C. Members on FMLA are eligible for 12 weeks of insurance coverage**,** which will run concurrently with any available paid leave.

27.08 The Board agrees to provide to the members the benefit booklets or electronic copies of benefits booklet provided by the insurance providers. Booklets will be provided to the Association President for distribution to members.

27.09 If the total premium costs on any annual renewal of the District's health insurance exceed 10% increase, the parties will re-open negotiations on the health insurance plan and cost containment measures.

27.10 Health Insurance Opt-Out Incentive Program

A. Bargaining unit members who are enrolled in or eligible for the Board's health insurance plan shall be eligible for this Opt-Out Incentive Program. New employees and employees who are newly eligible for the opt-out must be out of the Board's health insurance plan for at least 12 months before an opt-out payment is provided.

B. Each eligible bargaining unit member must notify Dawson-Bryant Local School District in writing of his/her intent to opt-out of the insurance program.

C. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) months of the following year and must be actively employed by the Dawson-Bryant Local School District to be eligible for reimbursement.

D. Members who are eligible for this program and who are enrolled or eligible in the family coverage or new employees eligible for family or single coverage opting-out shall be reimbursed $1,020.00 annually.

E. A member in the program will be reimbursed only under D above.

F. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt out.

G. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

H. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.

I. A bargaining unit member who opted-out of the insurance program and who re-enrolls under sub-section H shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

J. The opt-out year and timing of payments may be adjusted if required by law.

ARTICLE 28: SALARY

28.01 Initial placement on the teachers' salary schedule shall be determined in accordance with the applicable provisions of Ohio law.

28.02 Placement on the MA + 30 salary column is interpreted to be those unit members that have acquired thirty (30) or more graduate hours not used in fulfilling the requirements for the Master Degree. The bargaining unit member shall be responsible for providing documentation from the institute that such hours were not used. Maintain the MA + 30 salary column, which is derived from the Master's Column as follows: 0-5 years of experience, add $1,000.00, 6-10 years of experience add $1,500.00, and 11-30 years of experience add $2,000.00.

28.03 Members' salaries shall be paid in twenty-six (26) equal installments, except in the event when twenty-seven (27) equal installments are needed to ensure payment every two weeks. Notification to members of this exception will take place by June 30th before action is taken.

28.04 Bargaining unit members performing coaching and student activity supplemental duties shall be compensated at a set percentage of the base pay (Step 0 - Degree) according to the attached Supplemental Salary Schedule.

28.05 The Treasurer of the Board of Education shall make available to members of the bargaining unit direct deposit of their paychecks through the financial institution that is the Board of Education's designated depository. The following conditions shall apply to the direct deposit benefit:

1. The Dawson-Bryant Local Board of Education assumes no liability for any actions or losses in this procedure after the transfers to the depository selected by the Board of Education.

2. After the initial enactment of the direct deposit program, open enrollment periods for participating and payroll deductions will be governed by Article 23, Section 23.04. All bargaining unit members shall be paid through direct deposit.

3. The Dawson-Bryant Local School District will provide each bargaining unit member an authorization agreement for the direct deposit program. This form will be completed by the banking institution, and the bargaining unit member will submit to the district Treasurer's office to finalize the agreement.

28.06 Five Years – defined as 150 semester hours or 225 quarter hours; any bargaining unit member currently on the 5 years column will remain on the 5 years column.

ARTICLE 29: REDUCTION IN FORCE

29.01 When any of the following circumstances occur, the Board may make a reasonable reduction in force by suspension of contract(s) pursuant to Ohio Revised Code Section 3319.17:

A. A reduction in pupil enrollment.

B. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons.

C. A bona fide consolidation.

D. The return to duty of a regular teacher after a leave of absence.

E. Lack of funds, being defined as the District receiving less monies in total, not considering categorical funding than received in previous fiscal year.

F. Financial Reasons.

29.02 To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.

29.03 If the Board is contemplating the layoff of any members, it shall notify the Association and all members so affected thirty (30) days during the summer, or sixty (60) days during the school year, before the proposed effective date of the layoff.

Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.

Within twenty (20) days after receiving the aforesaid notice, the Board shall, if requested to do so in writing, grant the Association the opportunity to appear before the Board to present its positions concerning the Reduction in Force, after first meeting with and presenting its position to the Superintendent.

29.04 For purposes of this Article, seniority will be computed from a member's most recent date of continuous hire and will begin to accrue as of his/her first day of actual service in a negotiating unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority.

29.05 All bargaining unit members shall be placed on a seniority list, which shall contain the following information:

A. The initial date of employment with the Dawson-Bryant Local Schools.

B. The type of teaching contract (limited or continuing).

C. All areas in which the member is certified.

D. Years of continuous service.

No later than October 1, bargaining unit members shall present to the Superintendent copies of all certifications.

Not later than October 15 of each school year, the Superintendent will provide the Association with the above seniority list and deliver to the Association President.

29.06 Reductions needed beyond those available by attrition will be made by suspending contracts. In making such reductions, the Board will suspend contracts in accordance with the teaching field affected. Those contracts to be suspended will be chosen as follows:

A. Reductions in any area of certification/licensure will be made from lowest evaluation score for that area of certification/licensure. In the event a tie in evaluations exists, the member with the lesser seniority will be reduced first. A member affected may elect to displace a member in another area of certification/licensure, provided he/she is certified/licensed to perform the work and provided that he/she has a higher evaluation rating than the person to be displaced. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) days after a member is notified that he/she is to be laid off. Within ten (10) days after he receives such notification, the Superintendent will notify member that he/she is to be displaced.

B. If two or more members have the same length of continuous service, seniority will be determined by the date of the Board meeting at which the member was hired. If

a tie still exists, the most senior member shall be the one whose name appears first in the Board minutes book and so on down the line.

29.07 A member who is laid off shall remain on the recall list for a period of eighteen (18) months after the effective date of his/her layoff unless he/she:

A. Waives his/her recall rights in writing.

B. Resigns.

C. Fails to accept recall to a position; or

D. Fails to report to work in a position that he/she has accepted within ten (10) work days after the date of mailing of the notice of recall unless he/she is ill or injured and verifies this in writing.

29.08 The recall of members on the recall list shall be as follows:

A. All members laid off as a result of a reduction in force shall be placed on a recall list in reverse order of layoff. No new teachers shall be employed by the Board while there are members on the recall list who are certificated/licensed for any opening(s).

B. A member on the recall list shall be recalled as position(s) become available in area(s) of his/her certification/licensure in accordance with contract status. Seniority will be considered in the event that more than one member with equal evaluations are eligible for recall.

C. When an opening(s) occurs, the Board shall send a certified letter to all eligible members at their last known address to advise them of the availability of the position. The member shall, within ten (10) days after date of mailing said certified letter, indicate to the Superintendent in writing of his/her availability and desire for the position. Failure to notify the Superintendent within the specified period shall be deemed as a notice of unavailability for the position. The Board shall reinstate the member indicating availability and desire for the position who has the greatest seniority as determined by the provisions of this Article.

D. Upon reemployment, all rights related to fringe benefits shall be fully restored as of the date of such return to service.

29.09 While on layoff, a member shall have the right to pay the total premium for all group insurance benefits made available to the members of the bargaining unit by the Board, if available in the insurance contract.

ARTICLE 30: PROVISIONS CONTRARY TO LAW

30.01 If any specific provision of this Agreement or any application of this Agreement to any bargaining unit member shall be found contrary to law by a court of competent

jurisdiction, then that specific provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

30.02 Upon any specific provision being found to be contrary to law, then the parties shall begin negotiations within thirty (30) days regarding a replacement provision. These negotiations shall be held in accordance with Article 4 of this Agreement.

ARTICLE 31: RETIREMENT COMPENSATION SEVERANCE PAY

31.01 A bargaining unit member shall, at the time of resigning for purposes of retirement, be entitled to severance pay. "Retirement" shall mean retirement as defined by ORC 124.39 under the Ohio State Teacher's Retirement System and have officially applied and been approved by that system for retirement benefits or been approved for retirement by one of the State retirement systems.

31.02 The Board shall pay severance pay under the provisions of Ohio Revised Code Section 3319.141 for converted accumulated sick leave up to twenty-five percent (25%) of the employee's accumulated sick leave up to a maximum of eighty-seven (87) days at the applicable per diem rate of the employee at the time of retirement.

31.03 A member must have been employed by the Board five (5) years immediately prior to retirement to be eligible for severance pay.

ARTICLE 32: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause.

B. Except in cases where an employee must be removed from the premises because the employee poses a threat to the health or safety of him/herself or others, the following system of progressive discipline will be followed, commensurate with the offense:

1. Formal verbal warning, with written documentation of such provided to the member.

2. Written warning and conference with the immediate administrator.

3. Written reprimand and conference with the immediate administrator.

4. Suspension with or without pay with written notice of such and a conference with the superintendent.

5. Discharge.

C. It is understood that progressive discipline assumes the member will be provided a reasonable opportunity to correct the deficiency in their conduct before further

action is taken. However, the severity of the bargaining unit member's action(s) or act(s) will determine the appropriate discipline.

D. The Administration shall investigate the incident prior to beginning any disciplinary action.

1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending discipline.

a. The notice shall give time, date and place of the scheduled conference and shall be provided to the member at least seventy-two (72) hours prior to the conference.

b. The notice shall set forth the allegation, which, if substantiated could result in disciplinary action.

2. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.

3. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all the allegations should he/she desire to do so.

E. The teacher and the association President shall be notified by certified mail or personal service of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action taken and the reasons for the action.

F. Except as provided in this Article, no teacher shall be formally reprimanded or otherwise disciplined in the presence of other employees or the public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.

G. Discipline will be inactive after two (2) years for verbal and written reprimands and five (5) years for suspensions if no intervening discipline concerning the same offense is issued.

H. Any disciplinary action shall be appealable through the grievance procedure. However, Board action to initiate termination of a teacher shall proceed only through the statutory procedures of R.C. 3319.16 and .161, with the understanding that any violations of the negotiated agreement may be grieved.

ARTICLE 33: PERFECT ATTENDANCE PAY/PERMISSIVE LEAVE

33.01 Bargaining unit members who are absent for zero (0) days during each quarter (9 weeks) of the school year shall receive one-time their daily base rate pay each nine (9) weeks they have perfect attendance.

Missing any part of a day counts as an absence.

33.02 Payments shall be made at the end of each school year in which it is earned.

33.03 Principals shall have the authority to permit a teacher to leave his/her school for purposes of medical emergencies (which will be determined by the Superintendent), or to watch his/her children participate in school-related performances.

A teacher may use such permissive leave no more than four (4) occasions, for no more than one (1) hour each time, and such use of permissive leave will not disqualify the teacher for a perfect attendance bonus. Additional occasions may be requested to the Superintendent.

ARTICLE 34: VOLUNTARY AFTER SCHOOL AND PROFESSIONAL DEVELOPMENT

34.01 Any teacher participating in before/after school or summer professional development which does not qualify for continuing education or college credit shall receive $25.00 an hour for non-instructional activities and $30.00 for compulsory attendance for professional development and/or instructional activities, including all required professional development involving OTES. To qualify, the activity must receive prior approval from the Superintendent. All such activities are subject to the discretion of the Superintendent.

ARTICLE 35: COMPENSATION FOR ADDITIONAL ASSIGNMENTS

35.01 Bargaining unit members (i.e. teachers) who voluntarily give up their planning period for an assigned additional instruction period shall receive compensation in the following manner:

$3,000.00 per year ($1,500.00 per semester)

35.02 Bargaining unit members will receive their pay the first pay period following the end of the semester.

ARTICLE 36: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

36.01 Per the Local Professional Development Committee issue, the parties agree that after an acceptable formulated LPDC policy has been enacted, bargaining unit members shall receive LPDC pay of $25.00 per hour or portion thereof on a prorated basis with increments of thirty (30) minutes for meetings held after the contractual workday.

ARTICLE 37: DAWSON-BRYANT LABOR MANAGEMENT COUNCIL

37.01 There shall be established in each building a Labor Management Council. The council shall meet every month by a regularly set schedule or by the call of a majority of the members on the council. The function of the committee shall be to discuss building level concerns or problems and to resolve them as quickly and cooperatively as possible. Any

unresolved issues may be taken to the Labor Management Council meeting held with the Superintendent. The assigned building administrator shall be in attendance at all the Labor Management Council meetings or designate an appropriate administrator to cover the meeting should they be unable to attend.

37.02 There shall be no discussion of grievances, bargaining issues, unfair labor practice charges, or any other related topic of a similar nature.

37.03 Each council shall appoint a chairperson, who shall conduct the meetings and keep minutes of the meetings throughout their term of office as chair. The structure of the committee shall be as follows:

K-1 One representative
2-3 One representative
4-5 One representative
6 & Special Area Teachers: One representative

37.04 In Addition there shall be one Association Representative on every Labor Management Council.

37.05 The middle school and high school shall structure their committees to guarantee equal representation for each grade level, special areas, and departments as necessary. In any event the council shall not exceed 10 members.

37.06 The first meeting of the council shall be held no later than the third week of September. The Association representative or building principal shall call the first meeting by giving notice to the respective party.

SUPERINTENDENT LABOR MANAGEMENT COUNCIL

37.07 There shall be a representative from each Dawson-Bryant Labor Management Council appointed to the Superintendent Labor Management Council Committee. In addition to the designated representatives from the councils the Association President and Association Vice-President shall be members of the Superintendent Labor Management Council.

37.08 This council shall meet the day of the regularly scheduled Board meeting that is held every month.

37.09 The same rules shall apply to this committee that applies to the building level committees as to topics of discussion.

37.10 The Superintendent shall share with the committee as many items that are listed on the board agenda as he/she are permitted to do.

37.11 The various building representatives shall present an overview of the council meetings held in their buildings and highlight any areas that are either currently being addressed or have not been resolved. The Superintendent shall offer suggestions to unresolved

issues on the buildings or if it is within his/her scope of authority may resolve the issue by contacting the appropriate building administrator to discuss the issue.

ARTICLE 38: RESIDENT EDUCATOR/MENTOR

This Article will be maintained during the term of this contract unless legislation changes this Article.

38.01 The purpose of the Resident Educator/Mentoring Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual as per the requirements set forth by ODE and the Administrative Code for teacher licensure. The Resident Educator Program examination does not replace the employment evaluation.

38.02 Resident Educator/Mentor teacher(s) shall possess a minimum of five (5) calendar years of satisfactory teaching experience in the district and have completed proper state training before being assigned to a-Resident Educator.

38.03 Resident Educator/Mentor teacher(s) may serve (2) teachers only if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teacher(s) that do not volunteer to serve as a mentor.

38.04 Each Resident Educator/Mentor teacher shall receive a service contract for serving as a Resident Educator/Mentor.

38.05 Resident Educator/Mentors will provide services in the following manner:

- Meet prior to the beginning of school;
- Meet during the first two weeks of school;
- Meet once per nine-week grading period for the remainder of the school year; and
- Room visits as necessary to meet the praxis requirement with building principals approval.

38.06 Upon administrator's approval, a substitute will be provided for Resident Educator/mentor's classroom to fulfill requirements outlined by the Resident Educator Program.

38.07 Resident Educator/Mentors will be expected to maintain a log indicating the dates and times of meetings with teachers being mentored. This will be the only written information provided to the administration. The teacher mentor, teacher mentee, and the building principal will sign such log. Forms will be signed and approved by the Superintendent. (Appendix E)

38.08 When possible, the Resident Educator bargaining unit member will be assigned a Resident Educator/mentor who is certified/licensed in the same subject area at the middle/high school and same grade level at the elementary within the same building.

38.09 Resident Educator teachers will be provided the option to observe the Resident Educator/mentor's class with approval of the building administrator.

38.10 Resident Educator/Mentors shall communicate directly with the entry year bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the Resident Educator bargaining unit member shall be confidential information.

38.11 No Resident Educator/Mentor shall participate in any informal or formal contractual evaluation of a Resident Educator bargaining unit member. No Resident Educator/Mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Resident Educator teacher/bargaining unit member in the program.

38.12 Resident Educator/Mentors shall be paid a stipend of $25 per hour, at a maximum of 40 hours per mentee. Payments may be requested at the end of the semester in which it was earned or at the completion of the school year.

ARTICLE 39: COLLEGE CREDIT PLUS

39.01 The opportunity to teach any course offered by the school district through College Credit Plus shall be posted in accordance with Article 19 Vacancies and Transfers. No outside applicants shall be considered until all members of the bargaining unit who have applied are considered.

39.02 Teaching a course that qualifies for College Credit Plus shall be voluntary by the teacher, and no teacher shall be forced to meet the requirements to teach the course.

39.03 Any teacher who teaches a course or courses that qualify for College Credit Plus shall be provided an in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. If this day occurs during the summer months, the teacher shall be paid his/her per diem rate of pay for the in-service day. If this day occurs during the school year, the teacher shall be released from duties as a professional day. Any additional professional days or necessary training must be approved by the building principal and superintendent. The teacher shall be reimbursed for mileage expenses at the district rate for in-service day(s).

39.04 Any teacher who teaches a course or courses in College Credit Plus shall be paid a stipend of $500 per course, to be paid at the end of the semester in which the course ends.

39.05 No existing bargaining unit position shall be eliminated as a result of the district’s participation in College Credit Plus.

ARTICLE 40: EMPLOYMENT OF RETIREES

40.01 A retiree is defined as a certificated staff member who has retired though State Teachers Retirement System and is receiving a monthly stipend from said retirement system.

40.02 A newly employed retiree shall be placed in his/her actual educational column at Step 5 of the current contract. Retiree will remain at Step 5 for the duration of employment.

40.03 Retirement from the Dawson-Bryant Local School District shall be considered a break in employment.

40.04 Individuals who are employed as defined in 40.01 shall not be eligible for hospital, surgical, prescription, major medical, vision, life and dental benefits provided under Article 27 of the Contract. The retiree will be required to obtain insurance through the STRS. If the STRS mandates that the Dawson-Bryant Board of Education provide the insurance, the insurance will be provided by the District as it would for any employee under a single plan only.

40.05 Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. If employed in consecutive years, they will not qualify for a continuing contract or multi-year contract, nor evaluations under Article 6.

40.06 Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

40.07 Such retired member is not eligible to receive any severance payment upon leaving employment with the District, nor will he or she accrue seniority.

40.08 If the Board reduces staff in accordance with the Reduction in Force procedure in Article 29 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

40.09 Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Dawson-Bryant Teachers Association/OEA/NEA.

40.10 This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws. This Article is not grievable under Article 5 — Grievance Procedure.

ARTICLE 41: ACADEMIC DISTRESS COMMISSIONS

41.01 As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the district

would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact. Furthermore, the Association and its members reserve all rights to challenge ORC 3302.10 and any actions taken by anyone under that law.

ARTICLE 42: DURATION

42.01 This Agreement shall become effective on August 1, 2025 and will continue in full force and effect until July 31, 2028.

42.02 This Agreement constitutes the entire agreement between the Board and the Association and supersedes all prior written and verbal agreements.

42.03 This Agreement supersedes all Board policy, rules, and regulations that are inconsistent with this Agreement.

42.04 At the request of either party, no sooner than one hundred twenty (120) or later than ninety (90) prior to the expiration of this Agreement, the parties shall commence to negotiate a successor Agreement.

42.05 IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the dates set forth.

THE DAWSON-BRYANT EDUCATION ASSOCIATION

Debi Maynard 7/15/2025
Association Representative Date

Aaron Watson 6/12/25
Association President Date

[signature] 6/12/25
Negotiation Committee Member Date

THE DAWSON-BRYANT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

[signature] 6/12/25
Ellen Adkins, Superintendent Date

[signature]
Board President Date

Bradley Miller 6/12/25
Bradley Miller, Treasurer Date

Dawson-Bryant Local School District (Salary Schedules)								Appendix A:	
2025-2026								Base Salary:	$39,198.06
Steps		BA		5 Years		MA		MA + 30*	(*+ additional)
0		$39,198.06		$41,255.96		$ 45,273.76		$45,273.76	$1,000.00
		1		1.0525		1.155		1.155	
1		$41,255.96		$43,411.85		$ 47,429.65		$47,429.65	$1,000.00
		1.0525		1.1075		1.21		1.21	
2		$43,313.86		$45,567.74		$ 49,585.55		$49,585.55	$1,000.00
		1.105		1.1625		1.265		1.265	
3		$45,371.75		$47,723.64		$ 51,741.44		$51,741.44	$1,000.00
		1.1575		1.2175		1.32		1.32	
4		$47,429.65		$49,879.53		$ 53,897.33		$53,897.33	$1,000.00
		1.21		1.2725		1.375		1.375	
5		$49,487.55		$52,035.42		$ 56,053.23		$56,053.23	$1,000.00
		1.2625		1.3275		1.43		1.43	
6		$51,545.45		$54,191.32		$ 58,209.12		$58,209.12	$1,500.00
		1.315		1.3825		1.485		1.485	
7		$53,603.35		$56,347.21		$ 60,365.01		$60,365.01	$1,500.00
		1.3675		1.4375		1.54		1.54	
8		$55,661.25		$58,503.10		$ 62,520.91		$62,520.91	$1,500.00
		1.42		1.4925		1.595		1.595	
9		$57,719.14		$60,659.00		$ 64,676.80		$64,676.80	$1,500.00
		1.4725		1.5475		1.65		1.65	
10		$59,777.04		$62,814.89		$ 66,832.69		$66,832.69	$1,500.00
		1.525		1.6025		1.705		1.705	
11		$61,834.94		$64,970.78		$ 68,988.59		$68,988.59	$2,000.00
		1.5775		1.6575		1.76		1.76	
15		$63,892.84		$67,126.68		$ 71,144.48		$71,144.48	$2,000.00
		1.63		1.7125		1.815		1.815	
20		$65,950.74		$69,282.57		$ 73,300.37		$73,300.37	$2,000.00
		1.6825		1.7675		1.87		1.87	
25		$68,008.63		$71,438.46		$ 75,456.27		$75,456.27	$2,000.00
		1.735		1.8225		1.925		1.925	
27		$70,066.53		$73,594.36		$ 77,612.16		$77,612.16	$2,000.00
		1.7875		1.8775		1.98		1.98	
30		$72,124.43		$75,750.25		$ 79,768.05		$79,768.05	$2,000.00
		1.84		1.9325		2.035		2.035	

Dawson-Bryant Local School District (Salary Schedules)								Appendix A:	
2026-2027								Base Salary:	$40,374.00
Steps		BA		5 Years		MA		MA + 30*	(*+ additional)
0		$40,374.00		$42,493.64		$ 46,631.97		$46,631.97	$1,000.00
		1		1.0525		1.155		1.155	
1		$42,493.64		$44,714.21		$ 48,852.54		$48,852.54	$1,000.00
		1.0525		1.1075		1.21		1.21	
2		$44,613.27		$46,934.78		$ 51,073.11		$51,073.11	$1,000.00
		1.105		1.1625		1.265		1.265	
3		$46,732.91		$49,155.35		$ 53,293.68		$53,293.68	$1,000.00
		1.1575		1.2175		1.32		1.32	
4		$48,852.54		$51,375.92		$ 55,514.25		$55,514.25	$1,000.00
		1.21		1.2725		1.375		1.375	
5		$50,972.18		$53,596.49		$ 57,734.82		$57,734.82	$1,000.00
		1.2625		1.3275		1.43		1.43	
6		$53,091.81		$55,817.06		$ 59,955.39		$59,955.39	$1,500.00
		1.315		1.3825		1.485		1.485	
7		$55,211.45		$58,037.63		$ 62,175.96		$62,175.96	$1,500.00
		1.3675		1.4375		1.54		1.54	
8		$57,331.08		$60,258.20		$ 64,396.53		$64,396.53	$1,500.00
		1.42		1.4925		1.595		1.595	
9		$59,450.72		$62,478.77		$ 66,617.10		$66,617.10	$1,500.00
		1.4725		1.5475		1.65		1.65	
10		$61,570.35		$64,699.34		$ 68,837.67		$68,837.67	$1,500.00
		1.525		1.6025		1.705		1.705	
11		$63,689.99		$66,919.91		$ 71,058.24		$71,058.24	$2,000.00
		1.5775		1.6575		1.76		1.76	
15		$65,809.62		$69,140.48		$ 73,278.81		$73,278.81	$2,000.00
		1.63		1.7125		1.815		1.815	
20		$67,929.26		$71,361.05		$ 75,499.38		$75,499.38	$2,000.00
		1.6825		1.7675		1.87		1.87	
25		$70,048.89		$73,581.62		$ 77,719.95		$77,719.95	$2,000.00
		1.735		1.8225		1.925		1.925	
27		$72,168.53		$75,802.19		$ 79,940.52		$79,940.52	$2,000.00
		1.7875		1.8775		1.98		1.98	
30		$74,288.16		$78,022.76		$ 82,161.09		$82,161.09	$2,000.00
		1.84		1.9325		2.035		2.035	

Dawson-Bryant Local School District (Salary Schedules)								Appendix A:	
2027-2028								Base Salary:	$41,585.22
Steps		BA		5 Years		MA		MA + 30*	(*+ additional)
0		$41,585.22		$43,768.44		$ 48,030.93		$48,030.93	$1,000.00
		1		1.0525		1.155		1.155	
1		$43,768.44		$46,055.63		$ 50,318.12		$50,318.12	$1,000.00
		1.0525		1.1075		1.21		1.21	
2		$45,951.67		$48,342.82		$ 52,605.30		$52,605.30	$1,000.00
		1.105		1.1625		1.265		1.265	
3		$48,134.89		$50,630.01		$ 54,892.49		$54,892.49	$1,000.00
		1.1575		1.2175		1.32		1.32	
4		$50,318.12		$52,917.19		$ 57,179.68		$57,179.68	$1,000.00
		1.21		1.2725		1.375		1.375	
5		$52,501.34		$55,204.38		$ 59,466.86		$59,466.86	$1,000.00
		1.2625		1.3275		1.43		1.43	
6		$54,684.56		$57,491.57		$ 61,754.05		$61,754.05	$1,500.00
		1.315		1.3825		1.485		1.485	
7		$56,867.79		$59,778.75		$ 64,041.24		$64,041.24	$1,500.00
		1.3675		1.4375		1.54		1.54	
8		$59,051.01		$62,065.94		$ 66,328.43		$66,328.43	$1,500.00
		1.42		1.4925		1.595		1.595	
9		$61,234.24		$64,353.13		$ 68,615.61		$68,615.61	$1,500.00
		1.4725		1.5475		1.65		1.65	
10		$63,417.46		$66,640.32		$ 70,902.80		$70,902.80	$1,500.00
		1.525		1.6025		1.705		1.705	
11		$65,600.68		$68,927.50		$ 73,189.99		$73,189.99	$2,000.00
		1.5775		1.6575		1.76		1.76	
15		$67,783.91		$71,214.69		$ 75,477.17		$75,477.17	$2,000.00
		1.63		1.7125		1.815		1.815	
20		$69,967.13		$73,501.88		$ 77,764.36		$77,764.36	$2,000.00
		1.6825		1.7675		1.87		1.87	
25		$72,150.36		$75,789.06		$ 80,051.55		$80,051.55	$2,000.00
		1.735		1.8225		1.925		1.925	
27		$74,333.58		$78,076.25		$ 82,338.74		$82,338.74	$2,000.00
		1.7875		1.8775		1.98		1.98	
30		$76,516.80		$80,363.44		$ 84,625.92		$84,625.92	$2,000.00
		1.84		1.9325		2.035		2.035	

APPENDIX B: COACHING AND STUDENT ACTIVITY SPONSORS SUPPLEMENTAL SALARY SCHEDULE

	POSITION	PERCENTAGE OF BEGINNING TEACHER BASE
	HIGH SCHOOL:	
	ATHLETIC DIRECTOR	30%
*	BOYS' HEAD FOOTBALL COACH	26%
	BOYS' ASSISTANT FOOTBALL COACH	13%
*	BOYS' HEAD BASKETBALL COACH	23%
	BOYS' ASSISTANT BASKETBALL COACH	13%
	HEAD BASEBALL COACH	15%
	ASSISTANT BASEBALL COACH	13%
	BOYS' HEAD TRACK	15%
	ASSISTANT BOYS' TRACK	13%
	CROSS COUNTRY	15%
	ASSISTANT CROSS COUNTRY	13%
*	GIRLS' HEAD BASKETBALL	23%
	GIRLS' HEAD TRACK	15%
	ASSISTANT GIRLS' TRACK	13%
*	GIRLS' VOLLEYBALL COACH	15%
	ASSISTANT GIRLS' BASKETBALL	13%
	ACADEMIC QUIZ BOWL	9%
*	COLOR GUARD	15%
*	CHEERLEADER SPONSOR	15%
	YEARBOOK SPONSOR	6%
	AUDIO-VISUAL DIRECTOR	10%
	JUNIOR CLASS ADVISOR	13%
	WEIGHTLIFTING COACH	6%
*	BAND DIRECTOR	26%
	PERCUSSION INSTRUCTOR (FALL)	10%
	PERCUSSION INSTRUCTOR (SPRING)	10%
	ASSISTANT VOLLEYBALL COACH	13%
	GIRLS HEAD SOFTBALL	15%
	GIRLS ASSISTANT SOFTBALL	13%
	GOLF COACH	15%
	ASSISTANT GOLF	13%
	STUDENT COUNCIL ADVISOR	3%
	BOWLING COACH	9%
	ASSISTANT BOWLING COACH	6%
	E-SPORTS COACH	13%
	JUNIOR HIGH/ELEMENTARY:	
	MIDDLE SCHOOL ATHLETIC DIRECTOR	20%
	JUNIOR HIGH WEIGHTLIFTING	3%
	8TH GRADE GIRLS' BASKETBALL	13%
	7TH GRADE GIRLS' BASKETBALL	13%

	BOYS' FOOTBALL (ALL JR. HIGH)	13%
	8TH GRADE BOYS' BASKETBALL	13%
	7TH GRADE BOYS' BASKETBALL	13%
	HEAD TRACK JR. HIGH - BOYS'	13%
	HEAD TRACK JR. HIGH – GIRLS	13%
	ASSISTANT TRACK JR. HIGH - BOYS'	10%
	ASSISTANT TRACK JR. HIGH - GIRLS’	10%
	ACTIVITIES DIRECTOR	10%
	YEARBOOK ADVISOR	6%
*	CHEERLEADER SPONSOR	13%
	8th GRADE GIRLS’ VOLLEYBALL	13%
	7th GRADE GIRLS’ VOLLEYBALL	13%
	QUIZ BOWL	6%
	JR. HIGH SUMMER STRENGTH CONDITIONING	3%
	JR. HIGH GOLF	13%
	JR. HIGH ASSISTANT GOLF	10%
	ELEMENTARY YEARBOOK ADVISOR	6%

NOTE:

1. SUPPLEMENTAL POSITIONS THAT REQUIRE SUMMER SERVICE:

   All positions noted with an asterisk (*) will be paid $1400.00 for summer service.

2. ALL APPLICATIONS SHALL BE SUBMITTED THROUGH THE SUPPLEMENTAL APPLICATION FORM. (REFER TO APPENDIX F)

3. If the Head Coach decides <u>not</u> to take the Summer Supplemental Position then the Assistant Coach may fill the vacancy.

4. The following supplementals will be posted and awarded. The award will be with principal and superintendent recommendation:

   a. 8 Morning monitors 7:30-8:00 a.m. at the HS/MS 3%

   b. 8 Afternoon monitors 3:00-3:20 p.m. at the HS/MS 2%

APPENDIX C: GRIEVANCE REPORT
(Article 5)

Name of Grievant Date Filed

Master Contract (section) violation Date-cause of grievance occurred

Statement of Grievance:

Relief Sought (If additional space is needed, attach additional sheet): _____

Signature Date

STEP I

Disposition by Principal or Immediate Supervisor: _____

Signature Date

Position of Grievant and/or Association: Continue to next step or dismiss grievance (mark one)

_____ Continue to Next Step

_____ Dismiss Grievance

Signature Date

STEP II

Date Received by Superintendent: _____

Disposition of Superintendent: _____

_____

_____

_____

Signature Date

Position of Grievant and/or Association: Mark one

_____ Continue to Next Step

_____ Dismiss Grievance

_____

Signature Date

STEP III

Date submitted to Board of Education: _____

Disposition and Award of Board of Education: _____

_____

_____

_____

Signature Date

APPENDIX D: ASSOCIATION LEAVE FORM
(Article 2)

DAWSON BRYANT LOCAL SCHOOL DISTRICT
DAWSON BRYANT EDUCATION ASSOCIATION

Application for _____ day(s) leave for association business.

Date of Application _____

Date(s) of Leave _____

Name _____

Building _____

Signature of:

DBEA President _____ Date _____

Principal _____ Date _____

Superintendent _____ Date _____

APPENDIX E: [THIS APPENDIX WILL SUNSET IF LEGISLATIVE ACTION SO DICTATES]

MENTOR ACTIVITIES

Documentation of Mentor Activities in the Resident Educator Program

Mentor _____

Mentee _____

Date	Activity	Hours	Initials (Mentor, Mentee, Principal)

Total Hours	Rate	Total Pay

Signatures	**Mentor**	
	Mentee	
	Principal	
	Superintendent	

APPENDIX F **DAWSON-BRYANT LOCAL SCHOOL**
SUPPLEMENTAL APPLICATION FORM

Date of Application: _____

Name of Applicant: _____

Supplemental Position: _____

Qualifications: (if necessary)

_____

_____

_____

_____

_____

_____
Signature of Applicant