



Amendment to Collective Bargaining Agreement

The Dayton Public School District (BOARD) and the Dayton Education Association (ASSOCIATION) hereby enter into this Amendment to the Collective Bargaining Agreement, effective May 21, 2019. The terms and conditions of this Amendment are as follows:

Article 8.02.1: Professional Staff Member's Day

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 8.02.1 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Current language to be deleted:

"The normal regular classroom day for Professional Staff Members (Grades Pre-K through 12) shall consist of no more than 435 continuous minutes..."

Replacement language to be added:

"The normal regular classroom day for Professional Staff Members (Grades Pre-K through 12) shall consist of no more than 450 continuous minutes..."

Additional language to be added:

15 minutes: Teacher-directed professional time without student supervision responsibilities and without administration-directed responsibilities, before or after the student supervision time. OTEs post-observation conferences may be scheduled during this time upon mutual agreement of the Professional Staff Member and the administrator.

Article 19.02.1: Building Leadership Team

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 19.02.1 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Current language to be deleted:

19.02.1 "The members of the Building Leadership Team will be selected by the Building Principal no later than 15 days after the commencement of the school year after first consulting with the DEA-elected union representative."

Replacement language to be added:

19.02.1 "The members of the Building Leadership Team will be selected by application after joint review and agreement by both the Building Principal and the DEA elected BLT Representative no later than 15 days after the commencement of the school year."

Article 21.01: Release Time for IEPs

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 21.01 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Current language to be deleted:

Professional Staff Member responsible for writing student IEPs will receive release days in the following manner: 6 or less IEPs- two days; 7 or more IEPs- maximum of three days.

Replacement language to be added:

Professional Staff Member responsible for writing student IEPs will receive three release days. Release days may not be utilized on any Monday, any Friday, and not after April 15. Additional release days may be approved by the OEC Chief, based upon IEP numbers.

Current language to be deleted:

“or upon Professional Staff Member request they may be in the OEC Department of the Administration building with Principal approval.”

Article 34.01 Personal Leave Benefits

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 34.01 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Current language to be deleted:

Professional Staff Members shall be granted four (4) personal days, without restriction, in each school year.

Replacement language to be added:

Professional Staff Members shall be granted two (2) personal days, without restriction, in each school year. Additionally, Professional Staff Members shall be granted two (2) restricted personal days. Restricted personal days shall only be available for emergencies, obligations, disasters, road conditions, religious holidays, graduations, or weddings.

Article 45.02A: General Provisions (Formal Evaluation of Professional Staff Members and Documentation)

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 45.02A of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Additional language to be added:

The district physical education supervisors may evaluate physical education teachers, provided such administrators have the appropriate credentials required by the ODE. The district unified arts supervisors may evaluate art or music teachers, provided such administrators have the appropriate credentials required by the ODE.

Article 50.01.1: Salary

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 50.01.1 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION, and the May 24, 2018 Amendment, to be amended as follows:

Additional language to be added:

Effective with the 2019-2020 school year, on the "All PSM, except Occupational Therapist/Physical Therapist" salary schedule, each salary step 1 through 15 on the 2018-2019 salary schedule shall be permanently increased by \$4000. One additional step shall be permanently added at step 17 that is a 2.5% increase from step 16. One additional step shall be permanently added at step 19 that is a 2.5% increase from step 18.

Effective with the 2019-2020 school year, all Professional Staff Members, except Occupational Therapists and Physical Therapists, shall be placed on the same salary schedule.

Effective with the 2019-2020 school year, in addition to the "step advancement" language in 50.01.1, each and every Professional Staff Member who was employed for at least one hundred twenty (120) days during the 2018-2019 school year shall be granted one additional step on the salary schedule. This is in addition to the single contractual step advancement granted in Article 50.01.1. The resulting effect is that all Professional Staff Members employed for at least one hundred twenty days (120) days during the 2018-2019 school year shall be granted two steps on the revised 2019-2020 salary schedule.

Effective with the 2020-2021 school year, the base rate (BA-Step 1) shall be increased by 3%, and all steps increased accordingly.

Effective with the 2021-2022 school year, the base rate (BA-Step 1) shall be increased by 3%, and all steps increased accordingly.

The following salary schedules are attached as Appendix A:

- revised 2019-2020 salary schedule, defined above, that replaces the previously ratified 2019-2020 salary schedule contained in the May, 2018 Contract Amendment;
- 2019-2020 salary schedule for Occupational Therapists and Physical Therapists, as contained in the May, 2018 Contract Amendment;
- 2020-2021 salary schedule;
- 2021-2022 salary schedule

Article 53 Severance Allowance

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 53 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be amended as follows:

Current language to be deleted:

53.03 Conversion Factor: All sick leave accumulated by the Professional Staff Member, to a maximum of one hundred (180) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this article shall be forty-five (45) days.

Replacement language to be added:

53.03 Conversion Factor: All sick leave accumulated by the Professional Staff Member, to a maximum of two hundred (280) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this article shall be seventy (70) days.

Current language to be deleted:

Article 53.05, Severance Account, shall be deleted in its entirety.

Article 67.01: Duration

In order to facilitate and accommodate an extension of the Collective Bargaining Agreement through June 30, 2022, all parties have agreed that Article 67.01 of the Collective Bargaining Agreement between the BOARD and ASSOCIATION will be changed as follows:

Current language in May 24, 2018 Amendment to be deleted:

This CONTRACT shall be effective from July 1, 2017 through June 30, 2020.

Replacement language to be added:

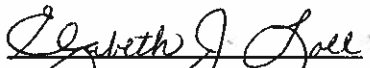
This CONTRACT shall be effective from July 1, 2017 through June 30, 2022.

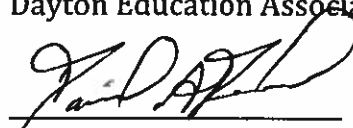
This Amendment shall be treated as part of the Agreement between the parties dated July 1, 2017 through June 30, 2019 as if written therein. All other provisions of the negotiated agreement between the parties hereto not altered by this Amendment are to remain unchanged and in full force and effect. All other provisions of the May 24, 2018 Amendment to the Collective Bargaining Agreement, attached herein as Appendix B, hereto not altered by this Amendment, are to remain unchanged and in full force and effect.

In agreement and witness to all of the above, the BOARD and ASSOCIATION respective agents place and date their signatures.

Dayton Public School District

Dayton Education Association/OEA/NEA


Elizabeth J. Lohi, Ph.D.
Superintendent


David Romick
DEA President

5/21/19
Date

May 21, 2019
Date

Dr. William Harris, Jr
School Board President


Scott Maney
OEA Consultant

Date

5/21/19
Date