

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE**

**SCHOOL DISTRICT OF THE**

**CITY OF DAYTON, OHIO**

**AND**

**THE OHIO ASSOCIATION OF**

**PUBLIC SCHOOL EMPLOYEES LOCAL #191**

**LEAD CHILD CARE TEACHERS/**

**MENTAL HEALTH TECHNICIANS/**

**OCCUPATIONAL THERAPY**

**ASSISTANTS/PHYSICAL THERAPY ASSISTANTS**

**EFFECTIVE**

**JULY 1, 2020 THROUGH JUNE 30, 2023**

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## **AGREEMENT**

This AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DAYTON, OHIO (BOARD), hereinafter referred to as "EMPLOYER" and THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #191 hereinafter referred to as "UNION."

### **ARTICLE ONE PURPOSE**

- 1.01 The purpose of this AGREEMENT is to set forth certain policies of the BOARD as such policies define the rights and responsibilities of the employees in the bargaining unit with respect to wages, hours, fringe benefits and other terms and conditions of employment.
- 1.02 The UNION recognizes the BOARD as the elected representatives of the citizens of the School District, and recognizes the SUPERINTENDENT as the individual charged with the responsibility under statutes of the State of Ohio for administration of policy as adopted by the BOARD and for the administration of the affairs of the School District. Nothing in this AGREEMENT shall be interpreted as a delegation by the BOARD of its statutory authority or as a delegation by the BOARD or the SUPERINTENDENT of the authority of the SUPERINTENDENT. Nothing in this AGREEMENT shall be interpreted to be in conflict with the duties and responsibilities imposed on the BOARD or SUPERINTENDENT by law.
- 1.03 The EMPLOYER and the UNION mutually intend that the provisions set forth in this AGREEMENT be consistent with statutes of the United States and the State of Ohio, and Rules and Regulations of the Civil Service Board for the Dayton City Public School District.

### **ARTICLE TWO RECOGNITION**

- 2.01 The EMPLOYER hereby recognizes the UNION for the term of this AGREEMENT as the sole and exclusive collective bargaining representative for all employees in the following described unit:  
  
Included: All full-time and part-time employees of the Employer in the classifications of Lead Child Care Teacher, Mental Health Technician, Occupational Therapist Assistant and Physical Therapist Assistant.  
  
Excluded: All other employees of the Employer including all supervisors, management employees and confidential employees as defined in Chapter 4117.
- 2.02 The term "EMPLOYEE" as used in this AGREEMENT shall refer only to those persons included in the bargaining unit.
- 2.03 All employees who, sixty (60) days from the date of hire are not members in good standing of the UNION, are required to pay the UNION a fair share as permitted by the provisions of Section 4117.09 of the Ohio Revised Code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the UNION. Nothing herein shall be construed as requiring any employee to become a member of the UNION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The UNION agrees to hold the BOARD harmless from any liability

that may be incurred to any person or persons due to the BOARD's good faith enforcement of this provision.

When an employee is hired, and annually thereafter, the UNION will notify him/her in writing of the fair share fee provision of this AGREEMENT. The notification will include the following:

- A. A financial list of expenditures made by the UNION during its most recently completed fiscal year, verified by an independent auditor, with an explanation of expenses chargeable to the realm of collective bargaining, an explanation of the portion of the fair share fee that is chargeable to non-members, and the method used to calculate the chargeable proportion.
- B. Notification that employees are obligated to pay their fair share fee, but are not obligated to pay that part of the fee that goes to support partisan politics or ideological causes not germane to the work of the UNION in the realm of collective bargaining.
- C. Notification that non-members who contest the amount of the fair share fee must object in writing. The procedure for lodging such objection will be clearly explained to the employees.
- D. Notification that if a non-member objects, then the non-member will be entitled, prior to any fair share fee being deducted from his/her wages, to an advance reduction of the fair share fee in an amount equal to the amount of money paid by the UNION during its most recently completed fiscal year for non-chargeable expenses.

The parties acknowledge that, under the U.S. Supreme Court Janus decision, the fair share fee provisions of the contract are null and void and shall be treated as if removed from the contract. However, the parties agree that in the event there is a change in federal or state law that authorizes fair share fees, the fair share language from the Contract that expired on June 30, 2020 will be added back to the Contract after the parties negotiate to agreement any required or necessary changes to that language.

#### 2.04 **UNION Dues Check Off**

- A. The EMPLOYER agrees to honor any check-off authorizations executed by any employee in favor of the UNION. Dues deductions in accordance with check-off authorizations will be remitted by the EMPLOYER monthly to the UNION's Columbus, Ohio office. Accompanying the money to Columbus will be a list of members and non-members consisting of the amount each employee paid and their name. Dues deductions shall be evenly divided based on the number of pays to be received annually.
- B. The EMPLOYER agrees to notify the UNION if any employee sends notification of revocation of any check-off authorization to the EMPLOYER. The UNION agrees to notify the EMPLOYER if it receives notification from any employee that such employee has revoked her/his check-off authorization. Unless revoked in accordance with the procedures on the signed membership authorization for dues deductions, such dues deduction authorization shall be continuous.

2.05 The UNION agrees to indemnify and save the EMPLOYER harmless against any and all claims that shall arise out of or by reason of action taken by the EMPLOYER in

reliance upon any "DUES DEDUCTION AUTHORIZATION" cards submitted by the UNION to the EMPLOYER.

- 2.06 A deduction for the Public Employees Organized to Promote Legislative Equality (People) legislative program shall be established for OAPSE Local 191. Participation in the deduction shall be strictly voluntary.
- 2.07 Members of Local #191 that wish to withdraw from the Union must send a written request to OAPSE's State Office. The request must be executed, postmarked and delivered to OAPSE within the last ten (10) days of this Agreement.

### **ARTICLE THREE MANAGEMENT RIGHTS**

- 3.01 Except to the extent expressly modified by a specific provision of this AGREEMENT, the EMPLOYER, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal for just cause of all personnel.

### **ARTICLE FOUR WAGES AND INSURANCE**

- 4.01
  - A. Wage rates for all employees shall be as set forth in Addendum No. 1 attached hereto and made a part hereof.
  - B. Direct Deposit: Bargaining Unit members agree that all payroll payments will be directly deposited into an account of their choice in accordance with the guidelines established by the Dayton Public Schools Treasurer's Office. An employee's salary shall be paid by direct deposit to a bank(s) and/or savings and loan institution(s) selected by the employee and within the distributing financial institution's network, no later than the Monday following the pay date. If the pay date is other than a regular pay date, the electronic transfer to the distributing financial institution will be made no later than the date that paychecks are distributed.
- 4.02 The insurance program for all employees shall be as set forth in Addendum No. 2 attached hereto and made a part hereof.
- 4.03 Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:
  - A. Termination of the employment, layoff or reduction in the hours of employment, of the employee;
  - B. Death of the employee;
  - C. Eligibility of the employee for Medicare;
  - D. Divorce or separation from the employee; or
  - E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.);

shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.

- 4.04 Continuation coverage elected pursuant to 4.03 above shall terminate if any of the following events occur:
- A. Premiums are not paid when due;
  - B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
  - C. The BOARD no longer offers group health insurance coverage to its employees.
- 4.05 The provisions of 4.03 and 4.04 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (PL 99-272) as such Act amended the Public Health Service Act.
- 4.06 **Favored Nation:** If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this bargaining unit will be offered the same benefits or rates.

## **ARTICLE FIVE UNION RIGHTS**

- 5.01 Upon the request of either party to this AGREEMENT and with no less than five (5) working days notice, a Labor/Management meeting shall be convened at a time and place of mutual agreement. The requesting party shall at the time of request, list any and all topics to be discussed. Each party shall be limited to a maximum of four (4) participants unless mutually agreed otherwise.
- 5.02 The UNION representatives may consult with the employees in the employee unit before the start of and at the completion of the day's work, and the Representatives shall be permitted access to work areas where such employees are employed or working at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this AGREEMENT; provided, however, before consulting with any individual in the employee unit regarding any matter, the Representatives must secure the permission of the individual's supervisor.
- Permission to consult with individuals in the employee unit will not be unreasonably withheld, but may be delayed only if the visit, at the time desired, in the opinion of the supervisor, interferes with the normal work duties of the employee to be contacted.
- 5.03 The cost of duplicating this AGREEMENT will be paid by the employer for the duration of the Agreement.

- 5.04 The ADMINISTRATION shall provide the UNION with current seniority lists by October 15th of each year; and upon request thereafter.
- 5.05 The UNION, upon the prior approval of the SUPERINTENDENT, may post non-political notices of official UNION business upon the designated areas of school buildings, Administration and Service Building bulletin boards. As used in this Article, "political" refers to issues and candidates other than internal UNION politics.
- 5.06 The UNION may use the school mail service for the distribution of non-political notices of official UNION business, which have been approved by the SUPERINTENDENT or his/her designee for posting or distribution to employees. Such approval shall not be unreasonably withheld.
- 5.07 The UNION shall be afforded the use of the EMPLOYER'S schools and buildings as prescribed in the Manual for Use of School Buildings and Grounds adopted by the BOARD.
- 5.08 The UNION President shall receive a copy of the BOARD Agenda in advance of each meeting.
- 5.09 The UNION may use school email to conduct non-political union business subject to review and/or approval by administration. Approval shall not be unreasonably withheld.
- 5.10 The UNION shall be permitted to speak with new employees for a period of 15 minutes during a scheduled department in-service to discuss union membership and benefits. The union may meet with new employees hired during the school year for at least 30 minutes with the Principal's approval during the work day.

**ARTICLE SIX  
WORKING CONDITIONS, HOURS OF WORK, AND OVERTIME**

- 6.01 The EMPLOYER will pay for overtime worked at the rate of time and one-half for all hours over 40.00 worked in any workweek. All overtime hours shall be approved in advance by the department designated by the SUPERINTENDENT.
- 6.02 The employer will offer overtime to the bargaining unit members regularly assigned those duties. Otherwise the employer will make a reasonable effort to offer overtime work to a bargaining unit member on a rotating basis from the most senior to the least senior, within a classification in a specific department, before offering the work to a non-bargaining unit member, except in the case of an emergency situation.
- 6.03 The normal schedule of hours for regular full-time employees shall consist of seven and one quarter (7¼) consecutive hours of work, five (5) consecutive days per week, Monday through Friday. The employer, as directed by the SUPERINTENDENT, shall have the right to extend the workday up to eight (8) hours.
- 6.04 Employees must accurately record hours worked by logging into a computer, where available, or by means of a time sheet.
- 6.05 The hours of the Employee shall be scheduled by their Supervisor or Building Administrator.
- 6.06 When employees report for work during a condition at their work location which jeopardizes their safety and health, or when the temperature in the building drops below 55° Fahrenheit, the SUPERINTENDENT or his/her designee may either reassign such

employees to other work locations for the remainder of that day, or discontinue their employment for that day without loss of straight time pay.

- 6.07 In accordance with the provisions of Section 3319.081(G) of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar or increases the number of paid calamity days. Examples of a public calamity include: (a) tornado, (b) flood, (c) ice condition, (d) snowstorm, (e) other calamity situations as determined by the SUPERINTENDENT. A public calamity does not include any school or building closing necessitated by (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel.
- 6.08 Any employees required by the EMPLOYER to work, and working during the time that the school or building in which they are employed is closed by order of the SUPERINTENDENT due to an epidemic or other public calamity as described in 6.07 above, shall be compensated at their regular salary for the day as if worked and straight time hourly rate for all hours actually worked during such epidemic or public calamity in such building. Those employees required to work and working on days in excess of the five (5) days cited in section 6.07, shall be paid at their normal hourly rate of pay for such hours worked. It is understood that the EMPLOYER shall have the right to determine whether or not an employee shall be required to work during such emergencies in such building.
- 6.09 Any employees who report for work during an emergency created by a riot or public disturbance in the area of the school requiring the school to be closed to students and all other staff regularly assigned to the school, except Security Resource Officers or other Security Personnel shall be compensated at straight time for all hours worked during times when their school or building is closed. Employees who are assigned to a different building during such an emergency shall receive their regular rate of pay.
- 6.10 Employees who are required to work a holiday shall be paid holiday pay plus double their regular rate of pay for all such hours worked.
- 6.11 There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, the higher rate shall be paid.
- 6.12 Employees shall be subject to the Rules and Regulations developed by the Building Administrator or Department Head, provided such Rules and Regulations are not inconsistent with the terms of this AGREEMENT or Law. All such Rules and Regulations established by the EMPLOYER shall be in writing and shall be communicated to the employees and to the UNION.
- 6.13 **Environment**
- A. Employees will be provided clean, well-lighted, safe, healthful, and adequately ventilated conditions in all places of employment, as determined by the ADMINISTRATION.

- B. Adequate maintenance of all facilities and equipment shall be provided, including but not limited to plumbing, lighting, floors, room, fountains, etc. as determined by the ADMINISTRATION.
  - C. Standards in A and B above will be maintained. If standards are not met, the issue will be discussed with Building principal. An improvement plan will be developed with the assistance of the head of Building Maintenance. If after 30 days the improvement plan has not caused a change in conditions, a grievance may be filed.
- 6.14 **Equipment/Facilities:** Existing school facilities/equipment (i.e. telephone, copier) shall be made available to employees. An employee may not make any toll or long distance calls from any school telephone without the prior approval of the Building Principal.
- 6.15 **Dress Code:** Employees are encouraged to dress in appropriate, professional attire in the workplace.
- 6.16 An employee designated by the Principal for dispensing medications/first aid to pupils in school buildings, and that employee has received training provided by the Employer and assumes the duties of dispensing medications/first aid, then upon completion of one quarter that employee shall be entitled to receive a quarterly incentive in the amount of \$125.00.

## **ARTICLE SEVEN NONDISCRIMINATION**

- 7.01 There shall be no intimidation nor shall there be discrimination by the EMPLOYER or the UNION against any employee as a result or because of such employee's race, color, sex, handicap, age, religion, national origin, or membership status in the UNION.

## **ARTICLE EIGHT STAFF DEVELOPMENT**

- 8.01 All employees will be released for the purpose of attending any and all planned activities as approved by their supervisor(s).
- 8.02 These activities may include but are not limited to:
1. Staff development provided to OTAs, PTAs, and MHTs;
  2. Training in new processes;
  3. Using in-house and/or administrative staff as trainers
- 8.03 Employees attending staff development workshops on time outside the regular school day will be compensated at the rate of fifteen dollars (\$15.00) per hour.
- 8.04 Additional compensation of \$350 shall be paid to Employees annually for professional membership fees.

## **ARTICLE NINE PERSONNEL FILE DOCUMENTATION**

- 9.01 A. Prior to any material being placed in an employee's personnel file (including material contained in files maintained by any Building Administrator or Department Head), which may be considered critical of the employee's conduct,

performance, character or personality, the employee will be afforded an opportunity to read the material and respond in writing. The employee shall sign the material as an acknowledgment of having read it, and the employee's Supervisor shall sign the response as an acknowledgment of having read it. The employee's reply will become a part of the personnel file and be maintained as long as the item in question is part of the file.

- B. Anonymous letters or material shall not be placed in an employee's files, nor shall they be made a matter of record.
  - C. Material in the personnel file older than eighteen (18) months will not be used when disciplining any employee, except when such evidence demonstrates a pattern or practice of conduct.
- 9.02 An employee may periodically review his/her personnel file, and may read and copy, at the employee's expense, any documents contained in the file, with the exception of confidential information supplied to the EMPLOYER prior to employment.

## **ARTICLE TEN SENIORITY**

- 10.01 Seniority (continuous service) is that time period of unbroken, continuous employment from the date of employment. It shall include all time on sick leave, leave of absence (including military) approved by the BOARD and disability retirement up to five (5) years.
- 10.02 Continuous service is broken due to resignation, retirement for other than disability reasons, layoff in excess of recall rights, or termination, or failure to return to work at the expiration of any leave of absence.
- 10.03 In the event, that two or more employees share the same seniority date of hire, the tie shall be broken by using the last four numbers of the employee's social security number. The lower social security number shall mean that employee has the higher seniority.

## **ARTICLE ELEVEN PROBATIONARY PERIOD**

- 11.01 New employees shall be considered probationary employees during their first ninety (90) days worked, and may be terminated during this period without having recourse to the grievance procedure. At the conclusion of the probationary period, seniority shall accrue to such employee as of his/her first day worked.
- 11.02 Probationary employees may not bid for openings until after the successful completion of their probationary period.

## **ARTICLE TWELVE JOB POSTINGS, NEW POSITIONS, PROMOTION AND TRANSFER**

- 12.01 Appointments in all positions shall be made by the BOARD, upon recommendation of the SUPERINTENDENT, in accordance with the provisions of the Revised Code of Ohio, and in accordance with the Rules and Regulations for the Dayton City Public School District.

- 12.02 The EMPLOYER shall post all vacancies for a period of ten (10) working days. Job postings shall contain the following: Location, department, hours of work, months of employment, date of posting and posting deadline. At the time of posting, a copy of each job posting shall be sent to the President of the UNION. Except when employees are on layoff status postings shall be mailed. Within five (5) working days of the posting of a job vacancy, an employee in the job classification in which the vacancy exists, may request a transfer in writing to the SUPERINTENDENT'S designee by 4:30 p.m. of the fifth (5<sup>th</sup>) working day of posting. The vacancy shall be filled by the most senior employees requesting a transfer.

**ARTICLE THIRTEEN**  
**JOB ABOLISHMENT, LAYOFF AND REINSTATEMENT**

- 13.01 The BOARD may reduce the bargaining unit positions because of financial reasons, decreased enrollment of pupils, lack of work, return to duty of regular bargaining unit members after leaves of absences or by reason of suspension of school, or territorial changes affecting the District. In making such reduction, the BOARD will proceed to layoff in accordance with the recommendation of the SUPERINTENDENT of Schools, who will give preference to bargaining unit members who have greater seniority.
- 13.02 Bargaining unit members will have the right of restoration to continuing service status in the order of seniority of service in the District if and when positions become vacant or are created for which any of such bargaining unit members are or become qualified.
- 13.03 Any employee who is laid off while having unused sick leave, shall have that sick leave credited to him/her upon reinstatement.
- 13.04 **Recall Rights**
- A. Recall rights shall be limited to thirty-six (36) months or the period of time the member was employed by the BOARD, whichever is longer, and commence on the day following the employee's last day of work.
  - B. Regular members on layoff status shall be recalled to a vacancy in the inverse order of layoff, as positions become available.
  - C. If a member refuses an offer of recall, said member's name shall be removed from the recall list.
- 13.05 Bargaining unit members on recall status shall have the responsibility for keeping the Human Resources Department informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the member's last known address. Failure to contact the Human Resources Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turn-down" of offer.
- 13.06 The BOARD shall make a good faith effort to notify the UNION of anticipated positions to be eliminated and the name of members affected, at least thirty (30) days prior to such reduction. At least two (2) days prior to the mailing of notices to the members affected by a staff reduction, the BOARD will advise the UNION of the number of bargaining unit members to receive such notification.

- 13.07 The ADMINISTRATION will make good faith efforts to notify bargaining unit members involved in a staff reduction by May 15th of the school year. The parties acknowledge that unforeseen circumstances may make further reductions necessary. When this occurs, the ADMINISTRATION will notify the UNION of the approximate number of members affected, and the reasons for the reduction.
- 13.08 Bargaining unit members involved in staff reductions who assume employment after the start of the school year, and during the succeeding school year will have no waiting period for resuming insurance coverage. Members must re-enroll to continue insurance coverage within five (5) days of recall.
- 13.09 All bargaining unit members who are involved in a staff reduction process will have all insurance coverage continued through August 30<sup>th</sup>.
- 13.10 Opportunity to discuss data necessitating the reduction will be afforded to the Union.

**ARTICLE FOURTEEN  
WORK YEAR, HOLIDAYS**

- 14.01 The work year for the bargaining unit members shall consist of 200 days, as follows:
  - 178 - Student Days
  - 2 - Bargaining Unit Work/Record Day
  - 4 - Staff Development Days
  - 1 - Parent/Teacher/LCCT, MHT, COTA, PTA Conference Day
  - 15 - Paid Holidays, including Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve Day and Christmas Day, New Year's Eve, New Year's Day, President's Day, Martin Luther Day, Good Friday, Memorial Day, and four (4) Floating Holidays.
- 14.02 The school Calendar and schedule of pay dates for each school year shall be the same as the teacher calendar.
- 14.03 In the event, the school year for students is extended; the employee's year shall be extended to one day beyond the students' last day unless otherwise agreed to by Local 191 and the Board.

**ARTICLE FIFTEEN  
PAID LEAVES OF ABSENCE**

- 15.01 The Union Member eligible for sick leave shall be granted such leave when absent from work and entitled to such sick leave in accordance with the provision of 3319.141 of the Ohio Revised Code, as follows: 'for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. The definitions listed below shall refer to funeral leave and sick leave and shall apply to all employees:
  - A. "Immediate family" includes the father, mother, current spouse, child, brother, sister, the employee's grandparents and grandchildren, and any other dependent of

the Union Member who is a permanent resident of the household of the Union Member, and in-laws bearing any of these relationships.

- B. "Other relative" includes uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships.

#### 15.02 Sick Leave

- A. Bargaining unit members shall accumulate sick leave each month at the rate of 1.25 days per month in accordance with the provisions of 3319.141 of the Revised Code of Ohio (15 days sick leave with pay year).
- B. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred and fifty (250) days.
- C. Any employee who has transferred from the service of any public agency in the State of Ohio shall be credited with the unused balance of the employee's accumulated sick leave in accordance with the applicable law.
- D. Absence from work due to illness on holidays, non-work days and days when schools are closed by order of the SUPERINTENDENT, shall not have that day of absence charged against their sick leave.
- E. An employee eligible for sick leave may be granted such leave when absent from work and entitled to such sick leave in accordance with the provisions of Sec. 3319.141 of the Ohio Revised Code.
- F. The EMPLOYER shall require each employee to furnish a written, signed statement on forms provided by the EMPLOYER for use of sick leave following the last sick day of absence. If medical attention is required, the employee's statement shall list the name of the attending physician and the date the physician was consulted. The form shall be signed by the employee's immediate supervisor. The filing of any willfully false statement by an employee shall be considered by the EMPLOYER as grounds for disciplinary action. The ADMINISTRATION may require a signed physician's statement confirming the need for sick leave, after ten (10) consecutive days of absence or where the member has established a pattern of absenteeism.
- G. Each newly hired employee and each employee having exhausted all available sick leave, will be given an advance of sick leave, as prescribed and as limited by Section 3319.141, Ohio Revised Code.
- H. When necessary, sick leave may be used to supplement funeral leave where there is a death in the "immediate family" of an employee. Advance approval to use such supplemental leave must be secured from the immediate Supervisor and the SUPERINTENDENT'S designee. Such use of sick leave shall be for a period of up to five (5) workdays.

#### 15.03 **Funeral Leave**

- A. An employee shall be allowed three (3) consecutive work days of absence without loss of regular pay, not chargeable to sick leave, in the event of a death in the "immediate family" as defined in section 16.01.

- B. An employee shall be allowed one (1) work day of absence with neither loss of regular pay nor charge against sick leave, when the death is that of an "other relative" as defined in section 16.01 B.
- C. If the death of a member of the immediate family or other relative of an employee occurs at a distance greater than 300 AM miles one way from Dayton, Ohio, the employee shall be allowed an additional absence of up to two (2) work days, not chargeable against sick leave, for travel time.

#### 15.04 **Personal/Emergency Leave**

- A. Subject to the conditions set forth herein, employees shall be eligible to receive up to four (4) days of Personal/Emergency leave from July 1 to June 30 of each year, to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved leave.
  - (1) Emergency leave shall be for a minimum of one (1) hour increments and must be for a justifiable reason. Emergencies shall include the following:
    - a. Accidents in the immediate family, i.e., father, mother, child, or current spouse of employee.
    - b. Road conditions making it impossible to report for work. (Every effort should be expended to report for work, even though the hour may be late.)
    - c. Disaster affecting employee's own family or family property. For purposes of this provision, the term "family" is limited to the employee, employee's current spouse, or dependent of employee residing in the household of the employee. For purposes of this provision, a "disaster" shall be defined as "a sudden, unexpected and unanticipated calamity, which produces material damage, loss and distress."

Examples of a calamity include but are not limited to a flood causing damage to the residence of the employee, a fire in the residence of the employee, a tornado causing damage to the residence of the employee.
    - d. Other reasons as approved by the SUPERINTENDENT'S designee.
  - (2) Personal leave shall be granted to employees who submit an application for such leave at least two (2) work days in advance of the day desired off to the SUPERINTENDENT'S designee. Such an application shall be submitted through the employee's immediate supervisor, and such supervisor shall indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half (1/2) or one (1) day segments.
  - (3) In determining whether or not to approve any application for personal/emergency leave, the SUPERINTENDENT'S designee shall consider the recommendation of the employee's immediate supervisor. Such recommendation shall be based on the effect the absence of the employee will have on the efficient operation of the work regularly performed by the employee. Such leave shall not be unreasonably denied.
- B. With the exception of one (1) personal leave day, personal leave may not be taken:

- (1) On the last work day before or the first work day after any holiday or professional day.
  - (2) On the last work day before or the first work day after any approved vacation; and
  - (3) For employees assigned to school buildings, during the five (5) calendar days immediately prior to and immediately following the opening day of school, and the ten (10) calendar days prior to the closing day of school.
- C. In the event two (2) or more employees in any unit, school, or department request personal leave on the same day and, in the judgment of the immediate supervisor, not all can be accommodated, the employee(s) with the greatest length of service with the EMPLOYER shall be given preference.
- D. The taking of Personal/Emergency leave days shall not be a charge against accrued sick leave credits.
- E. Personal leave shall not accumulate. In the event personal leave is not used before the last ten (10) student days of a school year. It shall be converted to sick leave.

#### 15.05 **Legal Process Absence**

- A. If an employee is subpoenaed to appear as a witness in court or in an administrative hearing, he/she will suffer no loss of regular straight time compensation, provided the following conditions are met:
- (1) Immediately upon returning to work, the employee signs and files with the Treasurer, a statement showing the amount of compensation received, if any, as a result of such appearance; and
  - (2) Before the end of the current pay period, the employee remits to the Treasurer the amounts of any witness fee or other compensation received, less payment made to the employee specifically for expenses incurred by reason of the subpoena; and
  - (3) If the appearance does not take an entire workday, the employee works the remainder of the day.
- B. If an employee is summoned for jury duty, he/she will suffer no loss of regular straight time compensation, provided the following conditions are met:
- (1) Immediately upon returning to work, the employee signs and files with the Treasurer, a statement showing the amount of compensation received; and
  - (2) The employee remits the compensation received to the Treasurer before the end of the current pay period.
- C. In the event of absence to attend a court or administrative hearing, in which the employee is a party, the employee may use personal or emergency leave.

#### 15.06 **Union leave**

- A. The EMPLOYER agrees to grant, upon the request of the UNION, a leave of absence to an employee for the purpose of attending UNION conferences or seminars requiring absences from work; provided:

- (1) That the total aggregate unit time off does not exceed 44 hours during any one (1) year of this AGREEMENT; and
  - (2) That a written notice specifying the names of the employees attending the conferences or seminars is furnished by the UNION two (2) weeks in advance of the period desired; and
  - (3) That not more than three (3) employees shall be absent at anyone time, no more than three (3) of whom shall be from the same division, no more than one (1) of whom shall be from the same school.
- B. Pre-registered employees who desire to attend UNION sponsored district in-service meetings on the EMPLOYER'S in-service day shall attend without loss of pay upon proof of attendance.

#### 15.07 **Assault Leave**

Any employee absent from regular duties because of a physical disability resulting from an assault on the employee, which occurs in the course of BOARD employment, shall be entitled to a leave of absence under the following conditions:

- (1) The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days. The employee must furnish the SUPERINTENDENT with a signed statement describing in detail all of the facts and circumstances surrounding the assault, including, but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
- (2) The employee must submit to the SUPERINTENDENT verification from an attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- (3) The employee must cooperate fully with the SUPERINTENDENT and other public authority/authorities in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the BOARD will provide the employee with an attorney selected by and paid by the BOARD to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the BOARD as approved in advance by the SUPERINTENDENT of Schools.
- (4) The employee shall be required to file for Workers' Compensation.
- (5) It is the intent of this Article to provide for assault leave for employees who do not physically initiate the assault on their person. In case of a dispute as to whether or not a employee has physically initiated an assault, and it is determined, either through administrative hearing or court action, that the employee did initiate the assault, the employee shall be required to either: (a) refund the compensation received as assault leave; or (b) charge the assault leave taken against the sick leave earned by the employee.
- (6) Assault leave shall not be chargeable against sick leave.
- (7) The employee shall continue to accrue seniority while on assault leave.

- (8) In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the BOARD as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished either by the employee receiving his/her regular compensation from the BOARD and executing the necessary form so that such Workers' Compensation is paid directly to the BOARD, or by the employee following the procedure set forth in Section 17.07 A.
- (9) Falsification of any statement by an employee to secure paid leave under this Article shall constitute cause for termination of the employee,

**15.08 Entitlement to Professional Leave**

A bargaining unit member may be authorized to attend a professional conference (which shall not include Union or affiliated organizations sponsored activities of a non-instructional nature), as approved by the SUPERINTENDENT or his/her designee, with no loss of pay. The bargaining unit member shall submit his/her application for professional leave for a conference at least twenty (20) calendar days in advance of the event. Professional leave shall not accrue. In addition, professional leave shall not be counted against perfect attendance.

**ARTICLE SIXTEEN  
UNPAID LEAVES OF ABSENCE**

- 16.01 Employees may, under conditions specified herein, be granted leaves of absence without pay for the following purposes: personal illness, pregnancy, adoption of a child, illness in the immediate family, non-work related injury, study and military service.
- 16.02 Leaves of absence may be authorized only by the BOARD upon the recommendation of the SUPERINTENDENT and as provided by the following rules and regulations and within the provisions of the Ohio Revised Code governing such leave. Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave may be considered by the BOARD as voluntary resignation of the employee.
- 16.03 Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments or retirement, but shall not be considered a break in continuous service so long as such leave does not exceed two (2) years. Time spent on an unpaid leave of absence for military service may be credited to the service required for annual increments.
- 16.04 A written application for an unpaid leave of absence must be filed with the SUPERINTENDENT'S designee and must specify the anticipated duration of leave. Applications for unpaid leave for personal illness, illness in the immediate family, pregnancy or injury, must be accompanied by a statement from the attending physician verifying the basis and need for such leave. Application for unpaid leave for adoption must include a statement from the agency through which the adoption has been arranged, recommending that the leave be granted for the welfare of the adoptive child. Employees must have completed three (3) years of continuous service to apply for study leave. Application for study leave must be made at least sixty (60) days prior to the effective date of such leave. Application for military leave must be made as far in

advance as feasible, but no later than the date that the duty commences, and will be granted in accordance with the provisions of the law.

- 16.05 An employee who in the judgment of the building principal or supervisor is physically and/or emotionally unable to perform all of the duties required of the employee shall furnish a statement from the employee's physician verifying the employee's ability or inability to continue in the present position. An employee verified unable to continue shall be placed on unpaid leave per Section 3319.13, Ohio Revised Code, after exhaustion of sick leave benefits.
- 16.06 All unpaid leaves except military leave shall not exceed one (1) year, with the option of renewal up to the maximum of one (1) additional year. Requests for renewal of leave must comply with the requirements of Section 17.04.
- 16.07 **Work Related Injury Leave/Assault Leave**
- A. In the event of a work connected occupational illness or injury, as determined by the Industrial Commission, there will be a charge against the sick leave credits of the affected employee only to the extent necessary to provide the employee with full pay, so that when the employee is receiving Workers' Compensation benefits the employee will only be charged on a pro-rata basis, the difference in pay between the Workers' Compensation benefits and the employee's regular compensation. This will be accomplished by the employee presenting the check received from the Bureau of Workers' Compensation to the Treasurer of the EMPLOYER.
- B. Any employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of the employee's application to return to work. Such application will be made within one (1) year following the date of the exhaustion of the employee's injury leave and sick leave. This period may be extended with the approval of the BOARD and upon advice of the Industrial Commission physician.
- C. In the event an employee receives a service connected occupational illness or injury in the course of employment with the EMPLOYER, as determined by the Industrial Commission, leave of absence may be granted by the SUPERINTENDENT for a period of up to ninety (90) calendar days after the exhaustion of accumulated sick leave. In cases of such granted leave of absence, if compensation payments are being received from the Bureau of Workers' Compensation, the EMPLOYER will only pay the difference between compensation received and the employee's regular salary. In the event there is no full recovery within said ninety (90) calendar day period, the matter shall be referred to the EMPLOYER again for consideration. Leaves granted under this section are to be automatically terminated if the employee accepts or applies for employment with an employer other than the EMPLOYER.
- 16.08 The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA), except as agreed to in Article 18- Unpaid Child Care Leave. The twelve (12) weeks provided or under the FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a "year" shall be calculated on an

individual and rolling basis. In complying with the FMLA, the employer will adhere to the requirements of the collective bargaining agreement, applicable federal and state laws and regulations.

**16.09 Return from Leaves**

- A. Application for reinstatement shall be made at least thirty (30) days before the expiration of an unpaid leave of absence for personal illness, injury and pregnancy. Not less than ten (10) days before the termination of the leave, the employee shall submit a written statement from the attending physician certifying that the employee has been medically examined and is or will be able to resume his/her duties with the BOARD when the leave of absence expires. Nothing in this section shall be construed to preclude an employee from returning to active employment status prior to the expiration of such leave upon the authorization of the attending physician or authorized practitioner; provided, however, the employee notifies the EMPLOYER of the employee's intent to return to work fifteen (15) working days in advance of such return.
- B. Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.
- C. Reinstatement following a military leave of absence will be in accordance with the provisions of the law.
- D. Upon return from any unpaid leave of absence, the employee shall be returned to the same position the employee held at the time said leave commenced, if available, and if not, to a position within the same classification.

**ARTICLE SEVENTEEN  
UNPAID CHILD CARE LEAVE**

**17.01 Entitlement to Unpaid Child Care Leave**

- A. A leave without pay for the purpose of caring for a child of the Bargaining unit member will be granted after one (1) complete year of service in the Dayton Public School system or after a contract has been granted for a second year of service.
- B. A request of an unpaid childcare leave must be made in writing to the Human Resource Department. Unpaid childcare leave may be granted for a maximum of four consecutive semesters, including that portion of the semester in which the leave begins. A bargaining unit member on unpaid childcare leave may continue all insurance programs. While on unpaid childcare leave seniority will not accrue but will not be considered to have broken seniority by taking a leave for childcare.
- C. A bargaining unit member will be assigned to the same position if the leave was for less than ninety (90) consecutive workdays. A member will be assigned to a similar position for which they are certified, if their leave is for ninety-one (91) workdays or longer. A Bargaining unit member shall not be otherwise employed during their unpaid child care leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of leave and

employment. In addition, members will not be given credit on the salary schedule for an unpaid childcare leave.

## **ARTICLE EIGHTEEN UNPAID MILITARY LEAVE**

- 18.01 Military leave will be granted to any regular contract bargaining unit member who is drafted or recalled to active duty with any branch of the Armed Services of the United States in accordance with Federal and State laws. A bargaining unit member who is drafted or recalled to active duty must submit a copy of the orders to the Human Resources Department. While on unpaid military leave the member shall have all insurance as provided, seniority shall not accrue but will not be considered to have broken seniority. A bargaining unit member returning from military service will be returned to a position comparable to that held before leave. Voluntary re-enlistment immediately terminates leave granted by the Board. A member on unpaid military leave will be given full credit on the salary schedule for such service if activated.

## **ARTICLE NINETEEN DISCIPLINE PROCEDURES**

- 19.01 Discipline is the application of an orderly process through a system of rules to ensure acceptable behavior of an employee. It can involve training and counseling to improve performance as well as penalties to correct abuses.
- 19.02 All disciplinary actions will be as follows:
- 19.03 Progressive Discipline Procedures are as follows:
1. Oral reprimand:  
The employee's immediate supervisor may issue an oral reprimand when an employee disregards or violates normal, everyday work rules and procedures. Prior to the meeting for the oral reprimand, the immediate supervisor must provide the employee with written notification. (Form D-1)
  2. Written reprimand:  
The employee's immediate supervisor may issue a written reprimand (Form D-2) for repeated infractions of rules or violations of a serious nature. Prior to the meeting for the written reprimand, the immediate supervisor must provide the employee with written notification. (Form D-1)
  3. Short-term suspension (1-3 days):  
The supervisor may recommend suspension for repeated infractions of rules and regulations or violations of a very serious nature. If a short-term suspension is anticipated, the SUPERINTENDENT'S designee will give the employee a Notice of Pending Disciplinary Action Which May Result in a short-term Suspension (Form D-3) and schedule a hearing. After the hearing, the SUPERINTENDENT'S designee will issue Disciplinary Hearing Findings. (Form D-4)
  4. Long-term suspension (more than 3 days):  
The supervisor may recommend suspension for repeated infractions of rules and regulations or violations of a very serious nature. If a long-term suspension is

anticipated, the SUPERINTENDENT'S designee will give the employee Charges and Specifications (Form D-5) and schedule a hearing. After the hearing, the SUPERINTENDENT'S designee will issue Finding and Order of the Board of Education. (Form D-6)

5. Dismissal:

The supervisor may recommend an employee be dismissed for repeated infractions of rules and regulation where reprimands and suspensions have failed to correct the behavior or for first offenses of a very serious nature. If a dismissal is anticipated, the SUPERINTENDENT'S designee will give the employee Charges and Specifications (Form D-5) and schedule a hearing. After the hearing, the SUPERINTENDENT'S designee will issue Finding and Order of the Board of Education. (Form D-6).

**ARTICLE TWENTY  
GRIEVANCE AND ARBITRATION**

20.01 A "grievance" is defined as any question or controversy between an employee or the UNION (brought at Step 2) with the EMPLOYER involving the interpretation, application or compliance with or non-compliance with the provisions of this AGREEMENT, provided, however:

20.02 All employees should make every effort to settle differences and disputes without filing a grievance. In the event that an agreement cannot be reached, the following steps must be taken with respect to any grievance.

**STEP 1**

The aggrieved employee shall present his/her grievance in writing by fully completing the Step 1 Grievance Report Form (Level I) to the employee's immediate supervisor or his/her designee (with a copy to Human Resources), who shall answer the grievance within seven (7) work days after receipt. This written presentation of the grievance to the immediate supervisor must take place within seven (7) work days after the employee has knowledge of the facts which gave rise to the grievance or with reasonable diligence should have knowledge of such facts. In no event, however J may a grievance be initiated more than thirty (30) days following the date of the occurrence from which the grievance arose. If the employee does not refer his/her grievance to the second step of the procedure within seven (7) work days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved. If the grievance is processed as a class/group grievance, it shall move directly to Step 2.

**STEP 2**

The grievance shall be referred in writing by fully completing the Step 2 Grievance Report Form (Level II) to the SUPERINTENDENT'S designee or his/her designee, who will investigate the grievance with the immediate supervisor. The SUPERINTENDENT'S designee shall reply within seven (7) workdays. If the employee is not satisfied with the written answer of the SUPERINTENDENT'S designee, the employee may refer his/her grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within seven (7) workdays of receipt of reply from the SUPERINTENDENT'S designee, it shall be considered to be satisfactorily resolved.

### **STEP 3**

The grievance shall be submitted in writing by fully completing the Step 3 Grievance Report Form (Level III) to the SUPERINTENDENT'S Designee, who shall investigate the grievance. As part of such investigation, the SUPERINTENDENT or his/her designee(s) shall meet with the aggrieved employee and his/her representative and others having knowledge of the matter within ten (10) working days of receipt of the grievance at this step. Within ten (10) workdays after the investigation meeting is held, the SUPERINTENDENT or his/her designee's answer to the grievance shall be issued to the aggrieved employee, the UNION and all other affected individuals.

The aggrieved employee shall have the right to be represented by a representative of the UNION, upon request, at any step of the foregoing grievance procedure.

If an employee does not receive an answer to his/her grievance within the time limits contained in Steps 1, 2 or 3, the grievance shall be considered denied and may be advanced to the next step, whichever is appropriate.

### **STEP 4**

#### **Mediation**

Either party may request Grievance Mediation through FMCS prior to Arbitration. Mediation must be requested in writing within ten (10) workdays after an answer is received or should have been received under Step 3.

### **STEP 5**

#### **Arbitration**

- A. Arbitration must be requested in writing by the UNION within ten (10) work days after the written answer is given or should have been given by the SUPERINTENDENT under Step 3 of the grievance procedure or the completion of mediation under Step 4.
- B. Notification of the intent of the UNION to appeal a grievance to arbitration must be submitted in writing to the SUPERINTENDENT within ten (10) work days after the written answer was given or should have been given by the SUPERINTENDENT under Step 3 of the grievance procedure, or the completion of mediation under Step 4. Upon receipt of such notification, the SUPERINTENDENT will request the Federal Mediation and Conciliation Service to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the FMCS.
- C. The EMPLOYER and the UNION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
- D. The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION, and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. Only grievances, as defined herein, shall be subject to arbitration.

**ARTICLE TWENTY-ONE  
CATASTROPHIC ILLNESS/INJURY LEAVE**

- 21.01 In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the Board and the Union may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated unused sick leave by other employees who volunteer to do so. Any decisions made by the Board and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.
- A. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
  - B. A Joint Committee shall be appointed. The SUPERINTENDENT will appoint three administrators on an annual basis. The Union will appoint three (3) Union Officers on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.
  - C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Executive Director of Human Resources. Applications will include, but not be limited to the following information:
    - 1. The nature of the claimed catastrophic/illness or injury;
    - 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
    - 3. Projected date of return to duty;
    - 4. Explanation of previous leave usage; and
    - 5. Any other pertinent information the applicant can submit to the committee for its consideration.
  - D. Upon receipt of the application, the Executive Director of Human Resources shall notify the Joint Committee. The Joint Committee will meet as soon as practicable after receipt of a request and make a determination regarding the request. In order to approve a request for catastrophic illness/injury sick leave donation, two-thirds (2/3) vote of the entire committee must prevail. The employee will be informed of the committee's decision and their reasons therefore in writing. The decision of the committee shall be final.
  - E. A maximum of forty-five (45) days of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) days. In no event will an employee be granted a total of more than ninety (90) days of catastrophic illness or injury leave.
  - F. If an application is approved by the Joint Committee, the affected employee or his/her representative will assume the responsibility for solicitation of donations of accrued, unused sick leave from employees in the non-teaching, non-

administrative categories. Donated sick leave will be deducted from a donating employee's (donor's) accrued, unused sick leave and credited to the affected employee's (donee's) account. Human Resources will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Executive Director of Human Resources for processing.

- G. All information and reports relating to applications submitted under this Regulation will remain confidential.

**ARTICLE TWENTY-TWO  
FAVORED NATIONS FOR HOSPITAL BENEFITS**

- 22.01 If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this bargaining unit will be offered the same benefits or rates.

**ARTICLE TWENTY-THREE  
SICK LEAVE CONVERSION UPON RETIREMENT**

- 23.01 Pursuant to Section 124.39 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of an employee's retirement.
- 23.02 "Employee" as used in this Article is defined as any employee who:
  - A. Has been employed by the EMPLOYER continuously for a period of at least five (5) years prior to the date of retirement.
  - B. Accrues sick leave pursuant to the provisions of the Ohio Revised Code; and
  - C. Is eligible to receive a retirement pension benefit as a result of employment by the EMPLOYER after the effective date of this AGREEMENT.
- 23.03 All sick leave accumulated by an employee up to a maximum of two hundred (200) 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 unused and accumulated sick leave converted subject to the following: The maximum number of days paid as severance pay under this Section shall be forty (45) days.
- 23.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

**ARTICLE TWENTY-FOUR  
NUMBER OF PAYS**

- 24.01 The Board agrees to a schedule of twenty-six (26) equal pays or a schedule of twenty (20) pays at the employee's option, per school year, beginning on the Friday of the first regularly scheduled pay date. For those electing twenty pays, the first and last pay shall be for days worked. All other pays shall be equal pays. (This could result in 21 paychecks.) All employees in year round schools and employees hired after the date of this agreement shall be 26 pay employees.

- 24.02 Election or change of pay schedule must be submitted to the Human Resources Department no later than July 1 of each year.
- 24.03 If an employee is hired after January 1<sup>st</sup>, he/she will have the option of not having twenty-six (26) pay periods for the first year only.

**ARTICLE TWENTY- FIVE  
TRAVEL REIMBURSEMENT**

- 25.01 Any staff member required in the course of his/her work to drive a personal automobile will be reimbursed at the highest applicable rate allowable by the IRS. Any change in the rate will be paid from the effective date of such change as published in the Federal Register; provided, however, that no change in the rate will be retroactively applied.

**ARTICLE TWENTY- SIX  
PARENT COMPLAINTS AGAINST MEMBERS**

- 26.01 Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between bargaining unit member, pupil, parent, Principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a written complaint against a bargaining unit member to the Building Principal. The Principal shall give a copy to the bargaining unit member.
- 26.02 Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, the Principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
  - B. If the complaint is unresolved, it may be appealed to the appropriate Director.
  - C. If it is not resolved at that level, it may be appealed to the SUPERINTENDENT'S Designee.
- 26.03 In each of the steps above, a bargaining unit member may request and be accompanied by counsel and/or Union representative. Conferences regarding such complaints shall be in private.

**ARTICLE TWENTY- SEVEN  
COMMUNITY SCHOOLS (CONVERSION)**

- 27.01 In the event that the EMPLOYER converts any school in this school district to a community (charter) school, and a reduction in force is necessary, the EMPLOYER will follow the provisions in Article Thirteen of this agreement, and all applicable provisions of Chapter 3314 of the Ohio Revised Code.
- 27.02 No employee shall be required to work at a converted community (charter) school if the employee would be employed by an entity other than EMPLOYER. If, however, an employee accepts employment at a converted community (charter) school located in this school district for any reason, the EMPLOYER will, in accordance with Chapter 3314 of the Ohio Revised Code.

- A. Continue to have provided health and retirement benefits for such individual at the same level as that individual would have received had that individual not been employed at the community (charter) school and that individual continued to have been employed by the EMPLOYER;
  - B. Make certain that such individual receives all of the benefits provided by this and all subsequent applicable agreements;
  - C. Make certain that such individual does not lose any accrued sick leave, vacation leave, personal leave, or retirement benefits that had been credited to the employee while in the employ of the EMPLOYER;
  - D. Include in any agreement, resolution or order effectuating a succession, assignment, or transfer, a provision that this agreement is binding on the successor, assignee, or transferee and that all terms and conditions of this and all subsequent Agreements shall continue in full force and effect and that the successor, assignee or transferee shall continue to recognize the UNION as the exclusive representative of the employee, as permitted by law;
  - E. Allow the employee to return, with no loss of seniority or benefits, to the employee's former position in the school district if the employee leaves or is discharged from employment with the community (charter) school for any reason. All time spent in the employ of the community (charter) school shall be credited to the employee when calculating seniority and eligibility for compensation and benefits upon employee's return.
- 27.03 In the event that the EMPLOYER converts any school in the school district to a community (charter) school, the EMPLOYER will require the governing authority of the converted community (charter) school to recognize the UNION as the exclusive representative of all individuals employed in classifications covered by this and all subsequent applicable Agreements and to grant such employees the terms and conditions contained in this and all subsequent applicable Agreements as required by law.

**ARTICLE TWENTY-EIGHT  
NO STRIKE/NO LOCKOUT**

- 28.01 It is agreed that during the life of this AGREEMENT, there shall be no lockout on the part of the EMPLOYER, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the UNION. It is understood that any closing of schools necessitated by economic conditions existing in the School District or mandated or directed by the EMPLOYER shall not be deemed a lockout pursuant to the provisions of this section.
- 28.02 The ASSOCIATION agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the life of this AGREEMENT. On the contrary the UNION will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this AGREEMENT.
- 28.03 Any unauthorized strike, stoppage, slowdown, or other interruption of work during the life of this AGREEMENT shall constitute cause for discharge or other disciplinary

measures of the employee or employees who actively participate therein or are responsible therefore.

## **ARTICLE TWENTY-NINE COMPLETE AGREEMENT CLAUSE**

- 29.01 This AGREEMENT supersedes any and all previous agreements between the EMPLOYER and the ASSOCIATION, and contains the complete agreement of the parties. The EMPLOYER and the UNION, for the term of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this AGREEMENT.

## **ARTICLE THIRTY CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS (COTA) AND PHYSICAL THERAPIST ASSISTANTS (PTA)**

- 30.01 COTA's and PTA's THERAPY SERVICES

COTA's and PTA's in Related Services will provide occupational and physical therapy services to all students in Dayton Public Schools according to regulations as identified in a student's IEP.

All COTA's and PTA's staff members are directly supervised by the Director of Special Education or his/her designee with collaboration of Occupational Therapy.

- 30.02 **Faculty Meetings**

Mandatory Faculty meetings for COTA's and PTA's will be held on a monthly basis under the direction of the Director of Special Education or his/her designee.

- 30.03 **Non-Instructional Duties**

To provide needed services to students, staff and community, COTA's and PTA's will be available during the school day without permanently assigned duties unrelated to direct student treatment as driven by the IEP.

COTA's and PTA's will not be used to cover an assignment in order to provide planning time to another Staff Member.

- 30.04 **Professional Accountability Requirements**

All COTA's and PTA's professional accountability requirements will be satisfied by maintaining the state licensure requirements to practice occupational/physical therapy in the State of Ohio as outlined by the State guidelines provided by the State of Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board.

- 30.05 **Evaluation Process**

All evaluations of COTA's and PTA's will be compiled and documented (at least once every three (3) years) by an administrator from the Office of Exceptional Children with input from the supervising therapist(s). Evaluation criteria will be administered as outlined by the State of Ohio's Code of Conduct for the Occupational Therapy, Physical Therapy and Athletic Trainers Board.

The parties have developed an evaluation instrument to be incorporated into the contract as an appendix.

**30.06 Discipline of COTA'S and PTA'S**

All formal and informal discipline procedures concerning COTA's and PTA's shall be administered by an administrator in the Office of Exceptional Children or his/her designee in accordance with the procedures of Article Twenty.

**30.07 Planning and Development Time**

COTA's and PTA's will independently schedule time to be used for treatment planning, documentation, attendance at IEP/MFE meetings and IEP development. Schedules will be reported to the principal(s) and the Office of Exceptional Children.

**ARTICLE THIRTY-ONE  
MENTAL HEALTH TECHNICIANS**

**31.01 Mental Health Technician**

Mental Health Technician (MHT) will provide mental health related services to all identified student in Dayton Public Schools according to the student's IEP.

All MHTs are supervised by an administrator in the Office of Exceptional Children or his/her designee.

**31.02 Faculty Meetings**

Mandatory Faculty meetings for MHTs will be held on a quarterly /as needed basis.

**31.03 Professional Accountability Requirements.**

All MHTs accountability requirements will be satisfied by maintaining a state licensure from the State of Ohio Counselor, Social Worker, Marriage & Family Therapist Board.

**31.04 Evaluation Process**

All Evaluations of MHT's will be completed by an administrator in the Office of Exceptional Children with input from appropriate principals and Teachers. The Dayton Public Schools Mental Health Technician Performance Review Form will be used.

**31.05 Discipline of MHT's**

All formal and informal discipline procedures concerning MHTs will be administered through the Office of Exceptional Children in accordance with procedures of Article Twenty.

**31.06 Planning and Development Time**

MHTs will schedule time to be used for group sessions, individual sessions, treatment planning, documentations and attendance at IEP/MFE meeting. Schedules will be developed in collaboration with appropriate professional staff members. Schedules will be reported to principal(s), teachers and Office of Exceptional Children.

**ARTICLE THIRTY-TWO  
SALARY CONTINUATION**

**32.01 Salary Continuation**

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC).

**Salary Continuation** is the continuation of full hourly wages and benefits at the onset of a work-related injury, and is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This section does not affect or replace the employees' need to file claims with the BWC for medical treatment.

**32.02 To be Eligible for Salary Continuation:**

- A. The employee must file a workers compensation claim.
- B. The employee must be employed by and/or be on contract with the District and be receiving wages from the District to remain eligible for Salary Continuation, the employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and Intercession breaks, shall receive Salary Continuation during the time that they are not ordinarily required to work.
- C. The employee must sign a Salary Continuation reimbursement agreement.
- D. The employee must cooperate at all times in meeting with and in responding to information requests of the Managed Care Organization (MCO), BWC, the Risk Manager, and health providers.

**32.03 Administration of Salary Continuation:**

The Human Resources Department (HR) will oversee and implement Salary Continuation, and shall ensure the following:

- A. The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. If a workers date of injury makes him/her ineligible for Salary Continuation, then in that case, the employee may use accumulated sick leave, as provided in other provisions. If the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will recredit sick leave in the amount of the BWC check.
- B. Continuation of Pay payments are computed on the basis of the employees' base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.
- C. To allow for tracking of wages paid as a COP, the Continuation of Pay must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.
- D. The injured employee will receive a full check at the next scheduled time after the illness or injury occurs. The payment of Salary Continuation shall not be contingent upon or wait for a BWC determination to be made. Failure to issue a full check shall

cause the Board to forfeit Salary Continuation rights on the claim and temporary total compensation from the BWC will begin.

- E. Within seven (7) days of filing of a claim, HR shall advise the BWC and the employee whether the Board will pay Salary Continuation. HR will further submit to the BWC the relevant salary history and the amount of the employee's Salary Continuation payment.
- F. HR shall notify the BWC when the payment of Salary Continuation is discontinued and/or when the injured employee returns to work.
- G. Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or, when twelve (12) calendar weeks of Salary Continuation have been paid, whichever occurs first. If the employee has not returned to work within the twelve (12) calendar week period and has not reached maximum medical improvement, he/she may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy back any sick leave used.
- H. Time authorized under Salary Continuation is an FMLA qualifying event.

#### **32.04 Employee Rights**

- 32.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 32.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 32.05.3 An injured employee receiving Salary Continuation cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.
- 32.04.4 A return to work does not eliminate eligibility for the balance of Salary Continuation in the future if a medically documented flare up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.
- 32.04.5 Salary Continuation may be paid for medical appointments documented under an approved transitional duty program and approved by the Risk Manager. (See Transitional Duty). This policy supersedes any prior practice of sick leave buyback, except as noted below, and Salary Continuation shall not be charged to sick leave.

### **ARTICLE THIRTY-THREE TRANSITIONAL DUTY**

#### **33.01 Transitional Duty**

Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

33.02 To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.

33.03 Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

33.04 Transitional Duty can be less than full time with Salary Continuation paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Salary Continuation upon submission of supporting medical documentation of the time spent in therapy.

#### 34.05 **Coordination of Transitional Duty**

Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Salary Continuation is payable in medical-only claim. For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered Salary Continuation. If, however, the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related injury, Salary Continuation is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical documentation should include the date, time in and time out, and the medical provider's signature.

#### 33.06 **Use of Salary Continuation**

Salary Continuation is not payable for medical appointments once the employee is released to full duty, has exhausted all available Salary Continuation.

An employee on Transitional Duty who has exhausted all available Salary Continuation, may elect to use available paid leave or leave without pay if they are still unable to return to work.

**33.07 Transitional Duty and Outside Job**

An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

**33.08 Refusal of Transitional Duty**

If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee is not eligible for Salary Continuation. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.

An employee may elect to use sick leave, if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured workers signature and date received on the employees copy.

Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

**33.09 Maintaining Transitional Duty**

To remain eligible for Transitional Pay, the Employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

**ARTICLE THIRTY-FOUR**

**NON-TRADITIONAL EMPLOYMENT**

34.01 Allowance for temporary use of contract agencies to provide services support will be made based on special circumstances (i.e., position shortage).

34.02 Affiliation with contract companies will expire at the end of the contract year, with no notice of nonrenewal. A continuation of contractual work will be made based on the need for support no later than August 1.

34.03 The bargaining unit shall not be replaced by a sub-contract during the term of this Agreement. Bargaining unit members will not be laid off due to any sub-contractor

during the term of this Agreement. The UNION and employer agree the first priority is to hire qualified candidates, not to hire contract employees.

34.04 Retired employees that are rehired by the EMPLOYER shall continue to progress through the salary scale for each continuous year they are employed by the EMPLOYER.

**ARTICLE THIRTY-FIVE  
DURATION**

35.01 This AGREEMENT is subject to all existing statutes of the State of Ohio, and Board of Education Policies, Rules and Regulations; provided, should any change be made in any statute of the State of Ohio, or Board of Education Policy, Rule or Regulation which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of this AGREEMENT shall remain in full force and effect. If any court of competent jurisdiction determines that any provision in this AGREEMENT is illegal, then such provision shall automatically terminate, and the remainder of this AGREEMENT shall remain in full force and effect.

35.02 This AGREEMENT shall be effective as of July 1, 2020, and shall remain in effect through June 30, 2023. Either party to the AGREEMENT, sixty (60) days prior to the expiration date, may notify the other of its desire to modify, amend or terminate this AGREEMENT pursuant to Ohio Revised Code Section 4117.14.

35.03 In the event an impasse develops between the parties, they shall, in accordance with Ohio Revised Code Section 4117.14, utilize the fact finding process contained in ORC 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(8), (C). The parties, by mutual agreement, may also select a mediator including but not limited to one provided by the Federal Mediation and Conciliation Service.

By mutual agreement, at the request of either party, negotiations for a successor agreement may begin no sooner than six (6) months prior to the expiration of the contract.

IN WITNESS WHEREOF, the parties executed this CONTRACT this \_\_\_\_\_day of \_\_\_\_\_, 2018.

OHIO UNION OF PUBLIC SCHOOL  
EMPLOYEES – LOCAL 191 -

BOARD OF EDUCATION OF THE  
DAYTON CITY SCHOOL DISTRICT

By \_\_\_\_\_  
,  
President

By \_\_\_\_\_  
Dr. Elizabeth Lolli  
Superintendent

By \_\_\_\_\_

,

Field Representative

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY OF  
DAYTON, OHIO

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Treasurer

|

**ADDENDUM**  
**ADDENDUM NO. 1**

All members of OAPSE Local 191 will receive a 2.0% base salary increase during the 2020-2021 school year. Wages will be retroactive to July 1, 2020.

All members of OAPSE Local 191 will receive a 2.0% base salary increase during the 2021-2022 school year. Wages will be retroactive to July 1, 2021.

All members of OAPSE Local 191 will receive a 1% base salary increase during the 2022-2023 school year.

Step 20 on the salary schedule shall be indexed at 3% above Step 19.

Employees shall be placed on the wage schedule based upon years of service with the district, except that no Employee shall be advanced more than two (2) steps above his/her current base pay. Thereafter, advancement to the next step shall be with the first full pay in July of each year. Those employees who are not at a current step which reflects their years of service with the district will, in addition to the regular step advancement in July of each year, be advanced an additional step with the first full pay period in January of each year until they reach the step reflecting their years of service with the district.

A year of service for purposes of calculating service credit under this article shall be one hundred twenty (120) workdays from July 1 through June 30.

**MENTAL HEALTH TECHNICIANS**

<b>Step</b>	<b>Current Rate</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
1	22.18	22.62	23.07	23.30
2	22.84	23.30	23.77	24.00
3	23.53	24.00	24.48	24.72
4	24.24	24.72	25.21	25.46
5	24.95	25.45	25.96	26.22
6	25.71	26.22	26.74	27.01
7	26.48	27.01	27.55	27.83
8	27.24	27.78	28.34	28.62
9	28.08	28.64	29.21	29.50
10	28.91	29.49	30.07	30.37
11	29.80	30.40	31.01	31.32
12	30.70	31.31	31.94	32.26
13	31.61	32.24	32.88	33.21
14	32.57	33.22	33.88	34.22
15	33.54	34.21	34.89	35.24
16	34.55	35.24	35.94	36.30
17	34.55	35.24	35.94	36.30
18	34.55	35.24	35.94	36.30
19	34.55	35.24	35.94	36.30

20\*\* 35.59 36.30 37.03 37.40

**OCCUPATIONAL/PHYSICAL THERAPISTS**

<b>Step</b>	<b>Current Rate</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
1	23.22	23.68	24.15	24.39
2	23.90	24.38	24.88	25.13
3	24.65	25.14	25.64	25.90
4	25.35	25.86	26.38	26.64
5	26.11	26.63	27.16	27.43
6	26.92	27.46	28.01	28.29
7	27.70	28.25	28.25	28.53
8	28.55	29.12	29.70	30.00
9	29.40	29.99	30.59	30.90
10	30.30	30.91	31.53	31.85
11	31.20	31.82	32.46	32.78
12	32.13	32.77	33.43	33.76
13	33.10	33.76	34.44	34.78
14	34.09	34.77	35.47	35.82
15	35.10	35.80	36.52	36.89
16	36.17	36.89	37.63	38.00
17	37.24	37.98	38.74	39.13
18	37.24	37.98	38.74	39.13
19	37.24	37.98	38.74	39.13
20 **	38.35	39.12	39.90	40.30

Note: Step 20 includes 3% increase of step 19.

Service Step 20 shall be applicable to Bargaining Unit Members who have completed nineteen (19) or more years of service as recognized by the Superintendent's Office and is payable with the commencement of the twentieth (20<sup>th</sup>) and subsequent years of service as recognized by the Superintendent's Office. Bargaining Unit Members on Service Step 20 shall receive \$700.00 in two (2) equal installments of \$350.00 each payable on the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) pay period payroll distribution. Effective July 1, 2021, Bargaining Unit Members on Service Step 20 shall receive \$1,250.00 in two (2) equal installments of \$625.00 each payable on the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) pay period payroll distribution.

## ADDENDUM NO. 2

### INSURANCE PROGRAM

Member will pay fifteen (15%) of the premium or premium-equivalent rate; and the BOARD will pay eighty-five (85%) of the premium. The health insurance plan will be administered as a high deductible health plan (HDHP) with a health savings account (HSA). The deductible stated below will remain for the duration of this agreement.

The Board's contribution shall be \$750/\$1,500 annually for the duration of this agreement. The Board will contribute its required share towards the deductible as part of the first payroll of the calendar year. New hires will receive a pro-rated HSA contribution based on their hire date.

<b>High Deductible Health Plan with Health Savings Account</b>		
	<b>In-Network</b>	<b>Out of Network</b>
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	100%	70%
OOPM	\$3,500/\$6,850	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
ER	\$150 Copay Per Visit	\$150 Copay Per Visit
Hospital -Inpatient/Outpatient	Subject to Deductible	Subject to Deductible
Professional Services	Subject to Deductible	Subject to Deductible
Physician Office	\$20 PCP/\$40 Specialist	Subject to Deductible
Urgent Care	\$50 Copay Per Visit	Subject to Deductible
all other medical benefits subject to deductible and coinsurance Copays listed above do not count towards the deductible, but they do apply to the OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

### Medical Enrollment

A Medical Insurance Program shall be available in accordance with the provisions of this article for all Lead Child Care Teachers/Mental Health Technicians/Occupational Therapy Assistants/Physical Therapy Assistants covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD during the required enrollment period. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Lead Child Care Teachers/Mental Health Technicians/Occupational Therapy Assistants/Physical Therapy Assistants at the time of employment. If the date of employment is later than the open enrollment period, required insurance forms shall be filed with the office of the Treasurer within five (5) work days of receipt. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

The Board, through the Medical Insurance Program or any third party administrator, expressly retains the right to require Professional Staff Members to furnish additional information and/or complete additional forms during his or her employment to verify application information and/or confirm eligibility.

### **Wellness Initiative**

Effective Jan. 1, 2018 to the end of this Contract, a **Wellness Initiative** will be instituted that provides:

#### PCP Incentive

Each employee who certifies that he/she has selected a primary care physician (PCP) and has an annual physical examination conducted shall receive a payment of \$75 (via gift card) per year of certification during the last payroll period of the school year. There is no requirement that and, moreover, the employee should not inform the employer of the name of the PCP selected or of any results of the annual physical examination.

### **Vision Insurance**

The Board shall pay 90% of vision insurance; 10% shall be paid by the employee.

A2.07 The following Dental Insurance Program shall be available in accordance with the provisions of this Section for all employees covered by this AGREEMENT who complete the required applications for such insurance and transmit such applications to the Treasurer of the EMPLOYER. Dental insurance coverage is not automatic. All required insurance forms or applications must be properly completed and turned in to the Treasurer in order to affect coverage. In addition, any premium cost required to be paid by any employee as a condition of coverage must be timely paid by the professional staff member in order to affect coverage. Appropriate information and application forms will be provided all employees.

A. This plan provides for dental care expenses which are not the result of occupational accident. Covered dental expenses are the reasonable and customary charges for necessary dental treatment as follows:

**Type I** - Preventative one hundred percent (100%) coverage (dental examination, scaling and cleaning of teeth, dental X-rays, fluoride treatments, space maintainers)

**Type II** - Basic eighty percent/twenty percent (80%/20%) co-insurance (basic restorative, oral surgery, anesthesia, periodontics, endodontics)

**Type III** - Major fifty percent/fifty percent (50%/50%) co-insurance (major restorative, gold inlay, crowns, prosthodontics)

**Type IV** - Orthodontia percent/fifty percent (50%/50%) co-insurance

- B. Type II and III benefits are subject to a \$25.00 deductible per person, per year, and a calendar year maximum of \$1,500 benefits per person. Type IV benefits are subject to a \$1,000 lifetime maximum per person.
- C. All dental insurance coverage provided pursuant to this AGREEMENT shall be subject to the conditions set forth in the insurance contract issued by the carrier selected by the Board.
- D. Dental insurance coverage shall be provided to all regular full-time employees who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth' (17<sup>th</sup>) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- E. The dental Insurance Program for regular full-time employees described in Paragraph D of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:
  - 1. The EMPLOYER shall be responsible for paying ninety percent (90%) of the premium cost for the coverage elected by regular full-time employees (whether such coverage is individual or dependent coverage).
  - 2. Each regular full-time employee working who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.
- F. Dental insurance coverage shall also be provided to all regular part-time employees covered hereunder who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- G. The Dental Insurance Program for regular part-time employees described in Paragraph F of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:
  - 1. The EMPLOYER shall be responsible for paying seventy-five percent (75%) of the premium cost for the coverage elected by the regular full-time or regular part-time employee working less than twelve (12) calendar months (whether such coverage is individual or dependent coverage).
  - 2. Each regular full-time or regular part-time employee working less than twelve (12) calendar months who applies for dental coverage shall be responsible for the

payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.

In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each employee and withhold sufficient sums from the compensation payable to such employee during the period such employee receives payroll checks to cover that portion of the premium due from the employee during months when the employee is not receiving payroll checks (e.g. during the summer months when school is not in session).

- A2.08 The following Life Insurance Program shall be provided without cost to the employees covered by this CONTRACT who make application for such insurance:
- A. Life Insurance of \$50,000 for all regular full-time employees.
  - B. Life Insurance of \$25,000 for all regular part-time employees.
  - C. Accidental Death and Dismemberment Insurance of \$45,000 for all regular full-time employees.
  - D. Accidental Death and Dismemberment Insurance of \$25,000 for all regular full-time and regular part-time employees working less than twelve (12) calendar months.
- A2.09 The foregoing life insurance specified in Section A2.08 shall be provided without cost to all employees who have made application for such insurance, who are on the active working payroll on the effective date of this AGREEMENT, and who are regular, full-time employees working twelve (12) calendar months, or regular fulltime or regular part-time employees working less than twelve (12) calendar months, and for whom coverage is in effect prior to the effective date of this AGREEMENT.
- A2.10 The foregoing life insurance specified in Section A2.08 shall be provided without cost to all employees in the unit who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, effective on the first day of the month following the date of this AGREEMENT, or the date they complete thirty (30) days of continuous employment, whichever is the later date, for all such employees who are regular full-time employees working twelve (12) calendar months or regular full-time or regular part-time employees working less than twelve (12) calendar months, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- A2.11 All life insurance provided pursuant to this AGREEMENT shall be in accordance with the "Specifications-Life Insurance" issued by the EMPLOYER and shall be subject to the conditions set forth in the insurance contract secured by the EMPLOYER pursuant to such specifications.
- A2.12 The foregoing life insurance shall remain in effect for any employee on the basis outlined above during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, non- compensated approved leave of absence of less than thirty (30) days of, medical leave of absence of less than ninety (90) days, layoffs of less than thirty (30) days, injury leave, or for employees

working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year.

- A2.13 Employees on approved leave of absence or approved medical leave of absence or layoff who desire to continue life insurance coverage past the period for which the EMPLOYER has agreed to continue such coverage without cost to the employee may do so by paying the full premium for any such coverage to the Treasurer on or before the seventeenth (17<sup>th</sup>) day of the month prior to any such month coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be reacquired through the EMPLOYER until the employee returns to active working status. The EMPLOYER will make arrangements to afford individual employees the option to subscribe to a qualified Health Maintenance Organization Plan or other Group Practice Plan upon written request when they become available, if such plans are approved by the EMPLOYER, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYEE and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Health Maintenance Organization Plan or other Group Practice Plan under the preceding paragraph, the EMPLOYER will make monthly contributions to such Plan towards the cost of such coverage; provided, however, that the EMPLOYER'S contributions shall not exceed the cost of providing benefits to the employee under this Article.

- A2.14 The EMPLOYER will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Flexible Spending Account, upon written request effective September, 1988, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but not more frequently than once in any twelve (12) month period. On behalf of each employee subscribing to a Flexible Spending Account under the preceding paragraph, the EMPLOYER will make quarterly contributions in the amount of \$150 (\$600 per year).
- A2.15 The BOARD will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Cash Bonus Account, upon written request effective September, 1988, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

A2.16 On behalf of each employee subscribing to a Cash Bonus Account under the preceding paragraph, the EMPLOYER will make quarterly contributions to such account in the amount of \$150 (\$600 per year).

**Conversion Privilege**

If an employee's life and accidental death insurance coverage is terminated, such employee will be entitled to convert to an individual life and accidental death insurance policy, without a medical examination, provided application is made within thirty-one (31) days of such termination of coverage.

A2.17 Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:

- A. Termination of the employment, layoff or reduction in the hours of employment, of the employee;
- B. Death of the employee;
- C. Eligibility of the employee for Medicare;
- D. Divorce or separation from the employee, or
- E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.); shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.

A2.18 Continuation coverage elected pursuant to 32. 17 above shall terminate if any of the following events occur:

- A. Premiums are not paid when due-,
- B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
- C. The BOARD no longer offers group health insurance coverage to its employees.

A2.19 The provisions of A2.17 and A2. 18 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

A2.20 Honor any "Favored Nations" for Hospital Benefits as stated in Article 234 of this agreement.

**ADDENDUM NO. 3**  
**Mental Health Technician (MHT)**  
**Performance Appraisal**  
**Non-Administrative Classified Personnel**

Mental Health Technician's Name \_\_\_\_\_

Date of last review \_\_\_\_\_ Due date for review \_\_\_\_\_

School building \_\_\_\_\_

Supervisor \_\_\_\_\_ Principal \_\_\_\_\_

Performance Factors (Attach attendance record):

Circle one of the numbers for each performance factor:

1–unacceptable; 2–improvement needed; 3–average; 4–above average; 5–exceptional

1. Classroom Interventions: Does this employee apply his/her skills appropriately to the needs of the client? Are behavior modification approaches appropriate to the problem?
  1. Often uses inappropriate or ineffective method.
  2. Sometimes has used poor judgment in applying behavior plan.
  3. Has skills and applies them appropriately, in most cases.
  4. Uses skills appropriately, seeks other resources when own limits are reached.
  5. Implements superior behavior management skills on all occasions.
  
2. Documentation: Does the person complete quality written documentation according to school procedures and time frames? Includes data processing and related tasks as assigned.
  1. Does not complete documentation in a timely fashion and documentation is of poor quality.
  2. Completes documentation with frequent mistakes, and/or often late and requires regular reminders.
  3. Completes all documentation with few mistakes, usually on time, and needs only occasional reminders.
  4. All documentation is accurate and with minimal reminders and usually good quality.
  5. Excellent documentation with no reminders needed and quality is superior.
  
3. Teamwork: How well does the person work with school staff, parents, and other personnel?
  1. Discourteous to others, frequently talks negatively, avoids communication, doesn't support teacher.
  2. Does not communicate necessary information to lead teacher and others on a regular basis.
  3. Assists teacher and mental health therapist to implement behavior modification program for students.
  4. Keeps others informed, praises others appropriately, supports school functions.
  5. Insures others are accurately informed, initiates effective communication, always

provides support.

4. Conflict Resolutions: Is the person able to help deescalate others in a crises and use appropriate interventions to resolve conflict: Proves supervision for small groups.
  1. Avoids getting involved when conflicts or crises occurs. When involved, seems to escalate problems.
  2. Will sometimes try to help when conflicts occur but often uses ineffective methods.
  3. Responds to conflict situations and is usually helpful in deescalating situation, provides appropriate structure during small group work with students.
  4. Uses effective methods to deescalate conflicts and processes with clients for future improvements.
  5. Consistently uses appropriate techniques to deescalate conflicts, model control, and help client to choose appropriate alternatives, uses superior supervision during small group work.
  
5. Efficiency: Completing a normal amount of work in a timely manner.
  1. Not meeting minimum requirements, corrective action indicated.
  2. Barely completing enough work to get by.
  3. Amount and timelines of work is satisfactory.
  4. Industrious – exceeds the norm.
  5. Highly industrious – superior work output.
  
6. Judgment/Discretion: Extent to which decisions and actions are appropriate and based on sound logic.
  1. Judgment too poor to retain in job without improvement.
  2. Judgment not entirely adequate to meet demands of the job.
  3. Decisions and actions are adequate in most circumstances.
  4. Exercises good judgment in various circumstances arising on the job.
  5. Excellent judgment in determining the proper course of action.
  
7. Dependability: Extent to which employee can be counted upon to carry out instructions, be on the job and fulfill responsibilities.
  1. Too unreliable to retain job without improvement.
  2. Dependability is not fully satisfactory.
  3. Fully satisfies dependability demands of the job.
  4. Above average Dependability.
  5. Extraordinary dependability in all respects.

Strengths/Weaknesses: \_\_\_\_\_

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Comments by Reviewer: \_\_\_\_\_

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Comments by Therapist: \_\_\_\_\_

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Signature of MHT: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Assessor: \_\_\_\_\_ Date: \_\_\_\_\_

**The Dayton Public Schools**  
**Occupational and Physical Therapy Performance Assessment**

Name of Therapist being assessed: \_\_\_\_\_

Name/Title of Individual completing the assessment: \_\_\_\_\_

Date of assessment/observation: \_\_\_\_\_

1.	<u>Management of Instructional/Therapy Time</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Not Observed</u>
a.	Therapist has materials, supplies and/or equipment ready for the therapy session or instructional activity.	_____	_____	_____
b.	Therapist maintains a high level of student time on task.	_____	_____	_____
c.	Therapy sessions are relevant to the goals of the student's IEP and/or correlate with the designated Treatment Plan.	_____	_____	_____
d.	Therapist meets designated therapy times on student's IEP and adjusts schedule to meet IEP times, including notification of those effected.	_____	_____	_____
2.	<u>Management of Instructional Presentation</u>			
a.	Therapist provides appropriate explanation and demonstration of the chosen activity to the student(s), based upon their developmental and cognitive level.	_____	_____	_____
b.	Therapist selects activities to correspond with the student's IEP goals.	_____	_____	_____
c.	Therapist provides ongoing monitoring and modifications of activities to meet the student's needs. Therapist models, explains or teaches effective strategies to the student.	_____	_____	_____
d.	Therapist conducts lessons or instructional activities at an appropriate pace and effectively transitions from one task to another.	_____	_____	_____
3.	<u>Interaction Within the Educational Environment</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Not Observed</u>
a.	Therapist treats all students in a fair and equitable manner.	_____	_____	_____
b.	Therapist interacts professionally and effectively with students, parents, co-workers and community personnel.	_____	_____	_____

- c. Therapist consults with classroom staff, providing staff with recommendations and accommodations for implementing or incorporating specific skills into classroom activities, while considering teacher's openness, schedule and flexibility. \_\_\_\_\_
- d. Assistant and supervising therapist communicate with each other, as needed, to address the needs and concerns of each student. \_\_\_\_\_

4. Management of Documentation

- a. Therapist completes and issues educational documentation (i.e. progress notes, quarterly reports, MFE reports, IEP goals) in a timely and understandable manner within the designated time frame. \_\_\_\_\_
- b. Therapist maintains Daily Progress Notes that reflect accurate and objective observations. \_\_\_\_\_
- c. Therapist presents informative, meaningful and understandable written information to teaching staff and parents. \_\_\_\_\_

5. Work Performance Behaviors

- a. Therapist is punctual and present for work daily. \_\_\_\_\_
- b. Therapist provides a current building schedule to the Associate Director of related Services (and supervising Therapists). The schedules should be adjusted as changes occur. \_\_\_\_\_
- c. Therapist adheres to the schedule and accommodates for changes in the building, classroom and/or student routine. \_\_\_\_\_
- d. Therapist notifies the Associate Director of Related Services (or designee), supervising therapist and appropriate building level staff when schedule changes (i.e. absence, late arrival) occur. Therapist completes and submits the required documentation. \_\_\_\_\_

Strengths/Weaknesses: \_\_\_\_\_

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Comments by Reviewer: \_\_\_\_\_

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Comments by Therapist: \_\_\_\_\_

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Signature of Therapist: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Assessor: \_\_\_\_\_

Date: \_\_\_\_\_