

AGREEMENT

BETWEEN

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

AND

**THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES**

LOCAL 766 B – PSYCHOLOGISTS



**FOR THE PERIOD OF
JULY 1, 2020 THROUGH JUNE 30, 2023**

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DAYTON BOARD OF EDUCATION
and
DAYTON CERTIFIED SCHOOL PSYCHOLOGISTS

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), the Superintendent of Schools (SUPERINTENDENT), and Administrative Staff (ADMINISTRATION) of the School District of the City of Dayton, Ohio, hereinafter collectively referred to "EMPLOYER or BOARD" and the Dayton Certified School Psychologists (PSYCHOLOGISTS), members of the Ohio Association of Public School Employees, Local 4 AFL-CIO, hereinafter referred to as "ASSOCIATION".

PREAMBLE

A high quality integrated education for the children of the Dayton City Schools is the paramount objective of this school district and good morale in the professional staff is vital for the accomplishment of this Objective.

Except to the extent specifically modified by the terms of this CONTRACT, the Dayton Board of Education (hereinafter referred to as BOARD) has all powers, rights, and reserve duties conferred on it under the provisions of the Revised Code of Ohio.

Except to the extent specifically modified by the terms of this CONTRACT, the Superintendent and his/her administrative staff (hereinafter referred to as the Administration) have all powers, rights, and duties conferred on them both under the provisions of the Revised Code of Ohio and by the policies of the BOARD, and the Code of Ethics for School Psychologists.

Except to the extent specifically modified by the terms of this CONTRACT, the Certified School Psychologists have all authority, rights, duties and responsibilities conferred upon them under the provisions of state and/or federal law and/or the standards established by the State Board of Education and by the policies of the BOARD, and the Code of Ethics for School Psychologists.

The Certified School Psychologists have the responsibility for implementing the policies of the BOARD in providing quality Comprehensive School psychological services to the students and staff of the school district.

The BOARD has the right under Ohio law to adopt all policies regarding the governance and management of the school district.

The Superintendent, the administrative staff, and the Certified School Psychologists will provide input and assistance to the BOARD concerning programs which will provide the best possible school psychological services for the students and staff of this district.

Certified School Psychologists in Auxiliary Services provide services to non-public schools according to Auxiliary Services regulations and administrative policies.

ARTICLE ONE - RECOGNITION AND ASSOCIATION RIGHTS

1.01 Recognition

The BOARD hereby recognizes the Dayton Certified School Psychologists (hereinafter referred to as PSYCHOLOGISTS) as members of the O.A.P.S.E. —Ohio Association of Public School Employees — Local 4 AFL-CIO (ASSOCIATION) comprised of all Licensed and Certified School Psychologists employed by the BOARD in the employee unit set forth in Section 1.02.

1.02 Representation

As used in this CONTRACT, the term "Certified School Psychologist" covered by this CONTRACT, is defined as all School Psychologists certified by the Ohio Department of Education as a Certified School Psychologist or Intern School Psychologist and employed by the BOARD through Psychological Services or Auxiliary Services Departments on a full-time or part-time basis.

1.03 ASSOCIATION Rights

Recognition of the ASSOCIATION as the employee representative shall entitle the ASSOCIATION to the following exclusive rights. Only the ASSOCIATION or its affiliated organizations have the following rights:

The ASSOCIATION shall be able to make brief non-political announcements during School Faculty meetings. Permission to make announcements shall not be unreasonably withheld, and the ASSOCIATION shall have use of the building public address system to make non-political announcements subject to the prior approval of the Building Principal.

The ASSOCIATION members will have the right to use individual school equipment. The use is strictly to service the legitimate business of the ASSOCIATION as it relates to employment performance within that building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the ASSOCIATION and is not for public distribution. Supplies in connection with such equipment used will be furnished or paid for by the ASSOCIATION.

ASSOCIATION has the right to use of a school building for association business, provided that a request is made and use arranged for in advance. Approval shall not be unreasonably denied.

The ASSOCIATION has the right to place organizational identification on its members' school mailboxes.

The ASSOCIATION shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the ASSOCIATION by email at the same time it

is sent to the news media. A representative of the ASSOCIATION shall be permitted to address the BOARD during the hearing of the Bargaining Units.

The BOARD will provide the names and addresses of all newly employed Certified School Psychologists.

The ASSOCIATION has the right to participate in the initial orientation meeting for new Certified School Psychologists if such meeting is held.

The ASSOCIATION 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 ASSOCIATION shall be serviced by the BOARD'S regular daily interschool mail system including pickup and delivery by providing all association mail traffic to and from the school mailbox of the president of the association at The Administration Building. The inter-school mail system may not be used by the ASSOCIATION as a means to disseminate political information or union campaign material. All mail sent by the ASSOCIATION through the interschool mail system will relate to the current business of the Dayton Public Schools.

The representatives of the ASSOCIATION and/or a designee and/or the OAPSE staff representative shall have the right to visit The Administration Building and/or schools. Either prior to or immediately upon the ASSOCIATION representative's, or the OAPSE staff representative's arrival at The Administration Building and/or any school the ASSOCIATION representative and/or OAPSE staff representative shall advise the Superintendent or Designee, Principal, or in the absence of the Principal the acting building administrator, of his/her desire to visit the school and secure the permission or such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit, at the time desired will, in the opinion of the Principal, interfere with the normal duties of the Certified School Psychologist to be contacted.

1.04 Directory

The Administration will make available to all Certified School Psychologists a directory listing the names, addresses, phone numbers, and job assignments on record of all employees of the BOARD, if such directory is printed.

1.05 Copies of CONTRACT

The Administration will provide a copy of this CONTRACT to all Certified School Psychologists employed by the BOARD.

1.06 Fair Share Fee

Nothing herein shall be construed as requiring any Psychologist to become a member of the ASSOCIATION as a condition for serving or retaining employment or any benefits under this CONTRACT.

The ASSOCIATION agrees to indemnify the BOARD for any cost or liability incurred as a result of the good faith implementation and enforcement of this provision, provided that:

The BOARD shall give a ten (10) day written notice of any claim made or action filed against the BOARD by a non-member for which indemnification may be claimed;

The ASSOCIATION shall reserve the right to designate counsel to represent and defend the BOARD, unless the BOARD elects to select its own counsel, in which event the BOARD shall be responsible for paying its own attorney's fees.

The Parties agree that if the United States Supreme Court Case of Janus v. AFSCME is reversed, the Parties will reopen the contract to negotiate regarding the assessment of fair share fees to members of the bargaining unit who are not dues paying members of the union.

1.07 AFSCME PEOPLE

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

1.08 Association Dues Check Off

The employer agrees to honor any check off authorizations executed by any employee in favor of the ASSOCIATION. Dues deductions in accordance with check off authorizations will be remitted by the EMPLOYER monthly to the ASSOCIATION'S Columbus, Ohio, office. Dues deductions shall be evenly divided based on the number of pays to be received annually.

The EMPLOYER agrees to notify the ASSOCIATION if any employee sends notification of revocation of any dues check off authorization to the EMPLOYER. The ASSOCIATION 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.

The ASSOCIATION 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 and "DUES DEDUCTION AUTHORIZATION" cards submitted by the ASSOCIATION to the EMPLOYER.

The EMPLOYER will provide W-2 information to the ASSOCIATION in accordance with its customary practice with the ASSOCIATION.

ARTICLE TWO - MANAGEMENT RIGHTS

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, 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 THREE - NO STRIKE-NO LOCKOUT

It is agreed during the life of this agreement, there shall be no lockout on the part of the employer, nor any strike, work 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.

The ASSOCIATION agrees that it will not encourage, sanction, or approved any strike, stoppage, work 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, work slowdown, or other interruption of work in violation of this agreement.

Any unauthorized strike, stoppage, work 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 are responsible therefore.

ARTICLE FOUR - NEGOTIATION PROCEDURE

4.01 Initiation of Negotiation

The BOARD or the ASSOCIATION members will serve written notice on the other of its intention to either terminate, amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration date.

4.02 Scope of Negotiations

The BOARD shall meet with the recognized bargaining representatives for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours and other terms and conditions of the employment of the employees and the continuation, modification or deletion of an existing provision of this CONTRACT.

4.03 Meetings

Meetings between the negotiating team of the ASSOCIATION and the BOARD shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. Negotiations shall be completed within sixty (60),days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

4.04 Negotiation Representatives

Neither party shall have any control over the selection of the negotiation representatives of the other party. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions and reach tentative agreements subject only to ratification by both parties.

4.05 Reporting Negotiations Progress

Interim reports of progress may be made to the ASSOCIATION by its representatives and to the BOARD by the Superintendent or his/her designated representative; however, each party shall be restricted to reporting to its own organization.

4.06 Media Releases

While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

4.07 Written Proposals and Counter Proposals

The parties shall make a good faith effort to present proposals and counterproposals in written form. Only article(s) presented at the first negotiation session shall be open for negotiating unless mutually agreed upon by both parties.

4.08 Disagreement

The BOARD and the ASSOCIATION agree to the fact finding process contained in O.R.C. Section 4117.14 (C) and under Ohio Administrative Code Rule 4117-9-05(B), (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.

4.09 Contract

4.09.1 Final Contract

When the parties reach agreement on a CONTRACT, it shall be reduced to writing and presented to the BOARD by the Superintendent and to the ASSOCIATION of the ASSOCIATION by its

4.09.2 Adoption of Final Contract

Adoption of the aforesaid CONTRACT shall be accomplished upon ratification by the membership of the ASSOCIATION and ratification by the BOARD. Signature of the completed CONTRACT shall occur within thirty (30) days after ratification by both parties.

4.10 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the Administration against any party involved in negotiations.

4.11 Reopening of Negotiations

Negotiations on the existing CONTRACT may be reopened on any item(s) at any time prior to the expiration of the CONTRACT; provided that both parties mutually agree to reopen negotiations on said item(s).

4.12 Bargaining History

If proposed language does not appear in the final settlement, such proposed language shall be treated as never having been proposed. In other words, the parties desire that "Bargaining History" not be a factor in the interpretation of this contract.

ARTICLE FIVE - CONTRACT GRIEVANCE PROCEDURE PARENT COMPLAINTS, ADMINISTRATIVE CONCERNS/COMPLAINTS

5.01 Grievance Definition

A "grievance" is defined as any question or controversy between any Certified School Psychologist or the ASSOCIATION with the BOARD and/or the Administration concerning the interpretation, application of, compliance with or non-compliance with the provisions of this CONTRACT.

5.02 Concern Procedure

5.02.1 A "concern" is defined as any question or issue between any Certified School Psychologist or the ASSOCIATION with the BOARD and/or the Administration concerning any complaint, dispute, problem or other condition which is not a grievance as defined in Section 5.01.

5.02.2 The procedures set forth in section 5.07 shall be applicable to the processing of any concern. The provisions of Level Four Arbitration shall not be applicable to any concern, and the decision of the Superintendent shall be final with respect to any concern.

5.03 Days Defined

The limits in days under each section shall be counted as calendar days; however, the calendar days during the winter break, spring break and intercession shall not be counted in computing the time limits. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual contract of the parties concerned, expressed in writing. Requests to extend the time limits will not be unreasonably denied.

5.04 Filing Timeline

If any grievance is not initiated at Level One within thirty (30) days after the Certified School Psychologist knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. This thirty (30) day time-line includes the informal level. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

5.05 Notification of Adjustment to ASSOCIATION

Nothing required by this formal grievance or concern procedure shall be construed as limiting the privilege of any Certified School Psychologist having a complaint or problem to discuss the matter informally with any appropriate representative of the Administration and having such matter adjusted without intervention and/or consultation of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this CONTRACT. The ASSOCIATION shall be advised of such adjustment at the time it is given.

5.06 Grievance Representative

The ASSOCIATION shall designate one Certified School Psychologist as its representative for processing grievances or concerns. Any Certified School Psychologist may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the normal psychological services duties of the Certified School Psychologists involved.

5.07 Processing of Grievances

All grievances shall be processed as follows:

5.07.1 Informal Procedure

A Certified School Psychologist with a grievance should discuss it with the principal of the school to which the Certified School Psychologist is regularly assigned or, in the case of traveling Certified School Psychologist, in the event the subject matter of the grievance involved events which occurred in a different school, the principal of the school in which such event occurred, either individually or together with the Certified School Psychologist's official ASSOCIATION representative. Dispositions of any grievances at this level shall be without precedent to either the Administration or the ASSOCIATION for any purpose whatsoever.

5.07.2 Formal Procedure

A. Level One — Director of Psychological Services

1. In the event the Certified School Psychologist does not desire to utilize the Informal Procedure or in the event the Certified School Psychologist is not satisfied with the decision of the grievance at the Informal Procedure level, or if no decision has been rendered by the principal within seven (7) days after the discussion of the grievance referred to in the Informal Procedure, the Certified School Psychologist may file the grievance in writing with the Director of Psychological Services (with a copy to Human Resources) using the prescribed form. Additional ASSOCIATION member(s) may and should assist in writing the grievance. Whether the informal procedure has or has not been followed, such filing in writing must take place no later than thirty (30) days after the Certified School Psychologist knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or conditions and shall state the specific basis for the grievance and the specific section of this CONTRACT at issue.

2. Within seven (7) days after receipt of the grievance, the principal shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.

3. In the event, the Director of Psychological Services desires he/she may conduct a meeting to investigate the grievance. The meeting may include a supervisor or Director of Psychological Services (or his/her representatives), the aggrieved person, an additional ASSOCIATION member, the school psychologist's immediate supervisor, and any other employee of the BOARD. In the event, such a meeting is held, within seven (7) days following the day of the meeting the Director of

Psychological Services shall render his/her written answer to the grievance.

B. Level Two—Superintendent's Designee

1. In the event that either the Certified School Psychologist or the ASSOCIATION are not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Level One meeting, whichever is applicable, either the Certified School Psychologist or the ASSOCIATION may appeal the grievance to the employee's immediate supervisor or the Superintendent's designee, by filing such appeal in writing, stating the specific basis for the appeal. A grievance may be filed at Level One when the Administrator involved at Level One does not have the authority pursuant to BOARD policy to resolve the grievance.

2. A grievance may initially be filed at Level Two in accordance with the provisions of Section 5.12. A representative of the ASSOCIATION may file the grievance in writing stating the specific basis for the grievance and the specific section of this CONTRACT violated with the School Psychologist's immediate supervisor or the Superintendent's designee. Such filing in writing must take place within the thirty (30) day period set forth in section 5.04.

The Superintendent's designee shall, within seven (7) days of receipt of the Level Two appeal of the grievance, conduct a meeting concerning the grievance. The meeting may include the Certified School Psychologist who filed the grievance, an ASSOCIATION representative, the supervisor involved, the Principal, and the Superintendent's designee. Within seven (7) days after this meeting, the Superintendent's designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the ASSOCIATION, immediate supervisor, the Superintendent's designee, and the principal involved.

C. Level Three - Superintendent

1. In the event that either the Certified School Psychologist or the ASSOCIATION is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Level Two meeting, whichever is applicable, either the Certified School Psychologist or the ASSOCIATION may appeal the grievance in writing, stating the specific basis for the appeal to the Superintendent. A grievance may be filed at Level Three when the administrator involved at Level One and

Two does not have the authority pursuant to BOARD policy to resolve the grievance.

2. The Superintendent or his/her designee shall, within seven (7) days of receipt of the Level Three appeals, conduct a meeting concerning the grievance. The meeting will include the Certified School Psychologist who filed the grievance, ASSOCIATION representatives, the School Psychologist's immediate supervisor, the Principal, and the Superintendent or the Superintendent's representative. Within seven (7) days after this meeting, the Superintendent or his/her designee will issue the decision along with the reasons, in writing, as to the final disposition of the grievance. A copy will be furnished to the aggrieved person, the ASSOCIATION, the immediate supervisor, and the Principal involved.

D. Level Four –Mediation

1. A grievance may be taken to mediation by mutual consent of the parties. The parties must agree to the mediation process within seven (7) days of the Step Three decision.

2. The grievant shall have the right to be present at the mediation conference.

3. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

4. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

5. If no settlement is reached at mediation, the arbitration provisions of this agreement shall apply.

6. An appeal to arbitration must be made within thirty (30) days after the mediation conference.

7. The parties shall designate the mediator, and if the parties cannot agree, a mediator shall be designated through FMCS.

E. Arbitration

1. Only the ASSOCIATION shall have the right to appeal any grievance, defined in Section 5.01, to arbitration. In the event it is claimed by the Administration that any matter filed as a grievance is not a grievance as defined in section 5.01, such issue, as such, may be appealed to arbitration, with the arbitrator having the authority to rule on the

arbitrability issue in addition to hearing any evidence or issuing any ruling on the merits of the dispute.

2. Notification of the intent of the ASSOCIATION to appeal a grievance to arbitration must be submitted in writing to the Superintendent within seven (7) work days after the written answer was given by the Superintendent under Level Three of the grievance procedure or within thirty (30) days after the conclusion of mediation prescribed under Level Four, otherwise the matter shall not be subject to arbitration. The ASSOCIATION 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 Federal Mediation and Conciliation Service. In the event the parties are unable to select an arbitrator from any list provided by the Federal Mediation and Conciliation Service, the Federal Mediation and Conciliation Service shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected from a list furnished by the Federal Mediation and Conciliation Service.

3. Neither party will be permitted to assert in any arbitration preceding any ground nor to rely on any evidence not previously fully disclosed to the other party.

4. The BOARD and the ASSOCIATION 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.

5. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the BOARD, the ASSOCIATION, and any Certified School Psychologist involved in the matter.

6. The arbitrator shall not have the power to add to, subtract from, or modify this CONTRACT and shall only have the authority to interpret the provisions of this CONTRACT in light of applicable law as the same relate to the specific grievance appealed to arbitration.

5.08 Parent Complaints against Professional Staff Members

5.08.1 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 Certified School Psychologist, 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 Certified School Psychologist to the Building Administrator of the school where the incident, which initiated the complaint, occurred. The principal shall give one copy to the Certified School Psychologist and forward a second copy to the Director of Psychological Services.

- 5.08.2 Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the Certified School Psychologist, a meeting involving the Certified School Psychologist, his/her direct supervisor, 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 Superintendent or his/her designee
 - C. If it is not resolved at that level, it may be appealed to the Superintendent or his/her designee.

In each of the steps above, a Certified School Psychologist may request and be accompanied by an ASSOCIATION Representative. Conferences regarding such complaints shall be in private.

This procedure does not apply to mediations and due process hearings conducted under the individuals with disabilities education act (IDEA) and under the Americans Disability Act (ADA).

5.09 Administrative Concerns/Complaints Regarding Certified School Psychologists

- 5.09.1 When an administrative concern/complaint arises regarding Certified School Psychologist, an informal conference shall be held with the administrator and the Certified School Psychologist.
- 5.09.2 Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the Certified School Psychologist, a meeting involving the Certified School Psychologist, his/her direct supervisor, the complainant and his/her direct supervisor will be arranged at a mutually convenient time to discuss the complaint.
 - B. If the complaint is unresolved, it may be appealed to the Director of the Office for Exceptional Children.

- C. If it is not resolved at that level, it may be appealed to the Superintendent or his/her designee.

In each of the steps above, a Certified School Psychologist may request and be accompanied by an ASSOCIATION Representative. Conferences regarding such complaints shall be in private.

5.10 All cases of physical threat or violence to Certified School Psychologist shall be reported to the Principal immediately after occurrence. If, in the judgment of Certified School Psychologist and/or the Principal, the assault is sufficiently severe, the police shall be notified. The Administration will provide reasonable on-the-job protection, counsel, and reasonable assistance in such situations. A written report of all assaults on staff personnel will be made to the Superintendent's Designee for further investigation.

5.11 Right to Representation

During the term of this CONTRACT, no Certified School Psychologist will be represented by any Certified School Psychologist organization other than the ASSOCIATION in any grievance or concern initiated pursuant to the provisions of this CONTRACT.

5.12 Right to File a Grievance

The ASSOCIATION shall have the right to file a grievance or concern, if the subject matter involves an alleged violation of this CONTRACT, with respect to rights or privileges granted to the ASSOCIATION, its officers, or its representatives.

5.13 Miscellaneous

5.13.1 A grievance or concern may be withdrawn at any level without prejudice or record.

5.13.2 Copies of all written answers to grievances and concerns shall be sent to the Certified School Psychologists and the ASSOCIATION representative.

5.13.3 Nothing in this CONTRACT shall require the ASSOCIATION to pursue any grievance or concern at any level, or prohibit the ASSOCIATION from exercising discretion in determining whether or not to pursue an alleged grievance or concern.

5.13.4 Forms for filing and appealing grievances and concerns will be jointly developed by the representatives of the ASSOCIATION and the Superintendent's designee.

5.13.5 All documents, communications, and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participant(s), and shall be confidential.

5.15 No Reprisal

Any Certified School Psychologist who participates in any grievance shall not be subjected to any reprisal because of such participation.

**ARTICLE SIX - EMPLOYEE UNIT PROFESSIONAL
CONFERENCES AND ASSOCIATION RIGHTS**

6.01 Dayton Certified School Psychologist Leave

The BOARD shall authorize the ASSOCIATION up to a maximum of six (6) total days of absence without loss of pay per year (July 1st through June 30th) to Certified School Psychologist Representatives of the ASSOCIATION chosen to serve on programs or in official representative capacity of ASSOCIATION at meetings, conferences, or conventions. The six (6) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other Certified School Psychologist organizations. To be valid, a request for use of this leave must be submitted by the representative of the ASSOCIATION to the Superintendent or the Superintendent's designee, in advance.

6.02 Use of Facilities

At times other than before or immediately after the work day when individual meetings are normally held, the ASSOCIATION must request the use of facilities as described in The Manual For The Use of School Buildings and Grounds adapted by the BOARD.

6.03 Staff Development

Psychologists assigned to attend staff development workshops on time outside the psychologist regular work day will be compensated at the rate of \$25.00/hour.

ARTICLE SEVEN - JOB DESCRIPTION

7.01 Description Requirement

There shall be a job description for Certified School Psychologists to be maintained by the BOARD in the Human Resources Department. The ASSOCIATION shall be given a copy of this job description, which shall comply with state standards. The ASSOCIATION shall have input to any changes to the job description not defined by standards.

ARTICLE EIGHT - PROFESSIONAL ACCOUNTABILITY

8.01 Definition of Professional Accountability

The Certified School Psychologist must acquire specialized knowledge, maintain certification and uphold professional standards of practice.

8.02 Requirements of Professional Accountability

8.02.1 Each Certified School Psychologist shall maintain proper certification.

8.02.2 Each Certified School Psychologist shall create internal mechanisms to identify and diagnose courses of action that lead to learning and maintenance of certification.

8.02.3 Each Certified School Psychologist shall increase the use of good psychological practices, as learned in Staff Development requirements.

8.03 Professional Accountability Requirements

8.03.1 Staff Development Requirement

- A. Each Certified School Psychologist shall be required to complete thirty (30) hours of staff development annually in or out of the District. No more than eight (8) hours can be obtained through a regularly scheduled staff development day. The staff development must be in the Certified School Psychologist subject area or enhance his or her expertise. Certified School Psychologist are encouraged to participate in district staff development. A Certified School Psychologist may substitute an equal number of clock hours in university or college credit to enhance their area of expertise.
- B. If a Certified School Psychologist is a presenter at an in-district in-service, they will be entitled to double hour staff development credit.
- C. If a Certified School Psychologist is a mentor to another Certified School Psychologist or Intern, they will be entitled to full credit for the total staff development hours.
- D. Certified School Psychologists shall become mentors and shall prepare for this responsibility. Training available through employee development may be taken.

ARTICLE NINE - WORK YEAR, SCHOOL CALENDAR AND PAY DATES

9.01 Definition of Work Year

The work year for Certified School Psychologists shall consist of two hundred and Eighteen (218) days, which shall follow the officially adopted District school calendar to which the particular Certified School Psychologist will be assigned. Eighteen (18) days are beyond the regular calendar days and shall be worked as determined by the immediate supervisor.

The Certified School Psychologists will be entitled to the following days off during the school year.

Fifteen (15) paid Holidays, including Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve Day and Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, and four (4) Floating Holidays.

The four (4) Floating Holidays are taken commensurate with the teachers' calendar for the school to which the particular Psychologist is regularly assigned.

The work year of the Certified School Psychologist in Auxiliary Services will conform as closely as possible to the calendar of the non-public schools they serve.

Flex days will be permitted at the discretion of the immediate supervisor, allowing for days worked during Holidays, Spring Break, or calamity days to be subtracted at the end of the Psychologist's working year.

9.02 Determination of School Calendar and Pay Dates

A copy of the School Calendar and schedule of pay dates for the school year shall be posted in each school.

9.03 Number of Pays

The BOARD agrees to a schedule of twenty-six (26) equal pays for all Certified School Psychologists. 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.

ARTICLE TEN - SCHOOL DAY

10.01 Certified School Psychologist's Day

The normal regular work day for a Certified School Psychologist shall consist of eight (8) hours, including travel time between school buildings and community sites, and exclusive of thirty (30) minutes for lunch. Lunch shall be defined as the guaranteed thirty (30) minutes of uninterrupted duty-free time for lunch. If any Certified School Psychologist believes that scheduling can occur more efficiently, the Principal and Certified School Psychologist, in coordination with the

Psychologist's supervisor, shall meet to review the schedule. The Certified School Psychologist can make recommendations for schedule changes.

10.02 Temporary Adjustments

Temporary adjustments to the normal conditions set forth in Section 10.01 may be made by the Administration only on an emergency basis.

ARTICLE ELEVEN - SCHOOL PROCEDURES

11.01 Handbooks

Each Principal will provide each Certified School Psychologist assigned to the building with that school's handbook, written rules, regulations and/or procedures at the beginning of the school year.

11.02 Weekly Building Calendar

With the exception of unforeseen activities or unscheduled school events, each Principal will provide each Certified School Psychologist with a written weekly bulletin detailing school activities for the following week no later than Friday prior to said week.

ARTICLE TWELVE - ENVIRONMENT AND FACILITIES

12.01 Environment

12.01.1 Certified School Psychologists will be provided clean, well-lighted, safe, healthful, and adequately ventilated conditions in all places of employment, as determined by the Administration.

12.01.2 Adequate maintenance of all facilities and equipment shall be provided, including but not limited to plumbing, lighting, floors, doors, fountains, etc. as determined by the Administration.

Standards in 12.01.1 and 12.01.2 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 Lead Principal and head of Building Maintenance. If after thirty (30) days the improvement plan has not caused a change in conditions, a grievance may be filed in compliance with Article Three of this CONTRACT.

12.01.3 The Ohio Operating Standards for the Education of Children with Disabilities will be followed.

- 12.01.4 The Administration of each building shall specifically reserve the workspace for use by the building's assigned Certified School Psychologist, at least for the day(s) he or she is scheduled to work in that building.
- 12.01.5 The Administration of each building shall also provide the Certified School Psychologist an individual key to the space, to be kept in his or her possession during the school year.
- 12.01.6 Certified School Psychologists shall be given at least forty-eight (48) hours notice from the Administration prior to moving or altering the previously designated workspace.
- 12.01.7 The Administration shall provide appropriate evaluation materials, centralized office space for all Psychologists that are equipped with individual workspaces to include a desk, chair, functioning telephone and filing cabinet with a functioning lock for storing confidential a sensitive records. Adequate secretarial services shall be provided.

12.02 Certified School Psychologists Use of Equipment

A copy machine, printer, typewriter, and paper will be made available in each school and in the centralized office space for the use of Certified School Psychologist in preparing materials for use in that building. Available printers and other office machines and equipment may be used by Certified School Psychologists for preparation of instructional materials, subject to the prior approval of the Building Principal or his/her designee.

It is the intent of the Board to have new and/or replace laptops by the end of the current school year (2011/12).

12.03 Dress Code

Certified School Psychologists shall dress in appropriate, professional attire in the workplace.

ARTICLE THIRTEEN - SENIORITY

13.01 Definition of Seniority

Seniority will mean the number of continuous years of service commencing with the latest date of employment, except as set forth herein. Service rendered beyond the normal work year of the Certified School Psychologist will not be counted toward seniority.

13.02 Accumulation of Seniority

A Certified School Psychologist who completes at least one hundred and twenty (120) days under contract during a school year shall be credited with a year of seniority.

13.03 Breaking of Seniority

A Certified School Psychologist on approved leave of absence will not be considered to have broken seniority during the time they were not on active working status. A layoff and time spent on disability retirement shall not be a break in seniority. An employee's seniority shall be broken upon resignation, permanent retirement or discharge.

13.04 Seniority while on Leave

When a Certified School Psychologist is on any approved leave; their seniority shall not be broken. They shall accrue seniority on leaves if it so states in the leave section.

ARTICLE FOURTEEN - PERSONNEL RECORDS

14.01 Establishment of a Personnel File

The state Department of Education requests that certain personnel records be kept up-to-date and on file for reference at all times. All personnel records will be filled in the office designated by the Superintendent on a current basis. These personnel records should include all of the pertinent and relevant data regarding employment of the Certified School Psychologist.

14.02 Inclusion of Materials into the File

Each Certified School Psychologist's official personnel file shall be maintained in the Human Resources Department. A Certified School Psychologist shall be notified of the intent of the Administration to place material in his/her personnel file which may be considered critical of the employee's conduct and shall be provided the opportunity to read any such material and respond in writing to such material prior to its being placed in such personnel file. Materials relating to a specific incident or occurrence must be placed in the personnel file within thirty (30) calendar days of the time of the Administration's awareness of the incident or occurrence provided however that if there is an ongoing investigation by the district or by an external investigative law enforcement agency or state regulatory body or if there is a pending criminal case, then the time period shall be extended to thirty (30) days beyond the conclusion of that investigation or criminal proceeding. The Certified School Psychologist shall acknowledge that (s) he has read the material by affixing his/her signature to the copy to be filed. If the Certified School Psychologist fails or refuses to sign, such failure or refusal shall be noted on the material and it may be filed.

Signature of a Certified School Psychologist shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the Certified School Psychologist. The Certified School Psychologist shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the Assistant Superintendent of Pupil Services or designee, who shall affix their signature thereto, acknowledging that the Superintendent's designee has read the reply. Such signature shall not indicate agreement by the Superintendent's designee with the content of the reply.

14.03 Anonymous Material

Anonymous letters or materials shall not be placed in a Certified School Psychologist's file.

14.04 Copies of Material in Personnel File

A Certified School Psychologist shall be entitled to a COPY, at the Certified School Psychologist's expense, of any/all material in his/her personnel file. A Certified School Psychologist may place letters of merit and commendation in his/her personnel file.

14.05 Review of Personnel File

A Certified School Psychologist may periodically review his/her personnel file. Such review shall take place within a reasonable period of time after the request. A third party selected by the Certified School Psychologist at the option of the Certified School Psychologist may be present during such review. A representative of the Administration, at the option of the Administration, may also be present during such review.

14.06 Purging of the Files

Material once placed in a Certified School Psychologist's personnel file may be removed from such file by the mutual agreement of the Certified School Psychologist and the Superintendent or his/her designee. All negative material, except criminal background checks and disciplinary files which in anyway relate or affect children, will be removed from the file after forty-eight (48) months, at the request of the Certified School Psychologist if there has been no other record of occurrence in the file. Such material will also be removed if either a grievance contending that it was placed in the file without following the procedures of section 14.02 is sustained or a grievance contending that it is false is sustained. Progressive discipline once placed in a psychologist's personnel file may be removed from such file by mutual agreement of the psychologist and the superintendent's designee. The request for removal by the psychologist may be made thirty-six (36) months from the date of the progressive disciplinary action.

**ARTICLE FIFTEEN - CERTIFIED SCHOOL PSYCHOLOGIST CONTRACT
ISSUANCE, ACCEPTANCE, RESIGNATION AND STAFF REDUCTION**

15.01 Issuance of Employment CONTRACT

The Certified School Psychologist CONTRACT and/or salary notice will be issued to the Certified School Psychologist no later than June 15th.

15.02 Information Required on CONTRACT

The CONTRACT issued each Certified School Psychologist will, among other items, contain the following:

Name of Certified School Psychologist
Type of contract (limited)
Employee identification number
Base salary (annual)
Salary classification
Contract notations
School year

15.03 Acceptance of Employment CONTRACT

The Certified School Psychologist CONTRACT and/or salary notice must be returned by the Certified School Psychologist no later than July 10th. If, for some reason, the CONTRACT was not issued timely, the Certified School Psychologist has fifteen (15) days from the time of issuance to sign and return the CONTRACT.

15.04 Resignation

Any Certified School Psychologist not renewing his/her contract for the following school year must offer intent of resignation in writing to the Director of Human Resources no later than July 10th (or fifteen (15) days following issuance of CONTRACT) of the preceding school year. Administration has the right to pursue recourse with the Ohio Department of Education for any Certified School Psychologist tendering resignation later than July 10th (or fifteen (15) days following issuance of CONTRACT).

15.05 Reduction in Psychologist Staff

15.05.1 The BOARD may reduce the Psychologist Staff positions because of financial reasons, economy and efficiency of the district, reorganization of all or a portion or the district decreased enrollment of pupils, return to duty of regular Certified School Psychologist after leaves of absence or by reason

of suspension of school, or territorial changes affecting the District. In making such reduction, the BOARD will proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who will give preference to Certified School Psychologists.

- 15.05.2 Professional Staff Members, whose contracts are suspended, will have the right of restoration to service status in the order of seniority of service in the District if and when psychologist positions become vacant or are created for which any of such Certified School Psychologists are or become qualified. If a Certified School Psychologist refuses an offer of recall, said Certified School Psychologist's name shall be removed from the recall list.
- 15.05.3 Certified School Psychologists 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 Certified School Psychologist's last known address. Failure to contact the Human Resources Department to accept such recall within two (2) calendar days upon receipt of such mailing shall constitute a "turn-down" of offer. Whether or not certified mail delivery is received by the employee, the Human Resources Department shall be considered a failure to respond as a turn down after ten (10) days from the date of mailing.
- 15.05.4 The BOARD shall notify the ASSOCIATION members of anticipated positions to be eliminated and the names of Certified School Psychologists affected, at least thirty (30) days prior to such reduction. At least two (2) days prior to the mailing of notices to the Certified School Psychologists affected by a staff reduction, the BOARD will advise the ASSOCIATION of the number of Certified School Psychologists to receive such notification.
- 15.05.5 Certified School Psychologists involved in a staff reduction who assume employment after the start of the school year, and during the succeeding school year will be re-enrolled into the then-existing insurance coverage at the earliest opportunity as determined by the insurer. Certified School Psychologists must re-enroll to continue insurance coverage.
- 15.05.6 Opportunity to discuss data necessitating the reduction will be afforded to the ASSOCIATION members. This obligation is satisfied by notifying the ASSOCIATION of the date of the board meeting at which action will be taken on the reduction.

ARTICLE SIXTEEN - ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

16.01 **Limitation of Assignments**

The ASSOCIATION recognizes the statutory power of the BOARD to employ and the Superintendent to assign Certified School Psychologists. The ASSOCIATION also recognizes the implications of desegregation and the values of an integrated school system; therefore, the ASSOCIATION encourages compliance with and supports affirmative action in this regard. The Administration's effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that the Administration is able to match applicants to positions requiring the abilities and characteristics possessed by these applicants, only then will the Administration, and thus the schools, be functioning most effectively.

16.02 **Assignments**

Assignments of School Psychologists for duties are to include assignments to Dayton Public School buildings as well as special assignment categories. Special assignment categories shall be assigned in the same manner as building assignments and are to include but are not limited to:

Non-Categorical Preschool
Underage Admission
Out of District Evaluation of Students
Auxiliary Services
Alternative Educational Settings
(Montgomery County SBH/SED Units, MH Units, MR/DD Units)

- 16.02.1 Certified School Psychologists shall be assigned to buildings by the immediate supervisor. A Certified School Psychologist shall have the opportunity to meet with the supervisor prior to receiving tentative school assignments and may have an Association Representative accompany them to that meeting.

- 16.02.2 Tentative assignments will be given in writing as soon as practicable prior to the beginning of the school calendar. The Certified School Psychologist shall have reasonable opportunity to discuss any changes prior to official announcement of school assignments. The Certified School Psychologist shall not make public the assignment list until the official announcement is made by the immediate supervisor.

- 16.02.3 Reasons for changes in school assignments shall be discussed with the Certified School Psychologist prior to implementation.

16.03 **Voluntary Changes in School Assignments**

Certified School Psychologists who for various reasons wish to have a change in building assignment or wish to change or share special assignments will be eligible to request and be considered for such moves after completing and date-signing the necessary form no later than May 1st. The Certified School Psychologist applying for transfer will receive a written acknowledgment of receipt of change request from his/her immediate supervisor. There shall be no maximum number of requests for change in assignment. If the Certified School Psychologist does not receive his/her request, reasons shall be given to the employee by the immediate supervisor.

ARTICLE SEVENTEEN - FORMAL EVALUATION OF CERTIFIED SCHOOL PSYCHOLOGIST AND DOCUMENTATION

17.01 Evaluation Process

The purpose of the evaluation process is to bring about professional improvement of the Certified School Psychologist on-the-job performance and will be constructive in approach. Evaluation will identify strengths and/or weaknesses in the Certified School Psychologist's performance and be used in considering whether the performance of the Certified School Psychologist is acceptable.

17.02 Evaluator

The evaluator will be the Superintendent or his or her designee, who will consult with the Lead Psychologist prior to evaluations.

17.03 Evaluation Schedule

A Certified School Psychologist shall be formally evaluated annually.

17.04 Evaluation Process

A "formal evaluation" is defined as one that conforms to the procedures set forth in this article and one that is filed with the office designated by the Superintendent. All formal evaluations will be completed on the Evaluation Forms agreed upon by the ASSOCIATION and the Superintendent or his or her designee.

17.04.1 Evaluation shall be based only upon the Certified School Psychologist's performance of during the Certified School Psychologist's work-related functions and/or duties.

17.04.2 It is agreed that the principal observation form will remain within the files of the Director of Psychological Services or similar file and will not become part of the human resources file. Management retains the right to include the principal observation form as part of any progressive discipline processes and/or non-renewal of employment.

17.05 Deficiencies

Should the evaluator feel that the performance of a Certified School Psychologist as evidenced in the evaluation could cause the evaluator to recommend termination; the following steps shall be taken.

- 17.05.1 The names of any Certified School Psychologist should be submitted to the ASSOCIATION by January 31st.
- 17.05.2 A conference is to be held with the Superintendent's Designee, Certified School Psychologist and his/her representative during February. At this conference, the deficiencies of the Certified School Psychologist will be discussed.
- 17.05.3 A plan of improvement will be developed at this conference and agreed to by both parties.
- 17.05.4 The Certified School Psychologist will be given adequate time, at least one school year, to improve on their deficiencies.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio Law.

ARTICLE EIGHTEEN - DISCIPLINE OF CERTIFIED SCHOOL PSYCHOLOGISTS

18.01 Informal Warning

First offenses, which are not extreme cases, shall be disposed of by an informal notice to the employee. Such informal notice shall not be recorded in the employee's personnel file.

18.02 Progressive Discipline

Faunal disciplinary action shall be taken only for just cause and shall not exceed the gravity of the employee's offense, including but not limited to the repetition of an action without progressing to the next step. The gravity of the offense/infraction/misconduct may justify the non-application of progressive discipline principles.

First Step: Written reprimand(s)

Second Step: Suspension(s), with or without pay

Third Step: Discharge (only the BOARD shall have the authority to discharge an employee, and such discharge shall be implemented in compliance with the provisions of Article Eighteen of this CONTRACT.)

18.03 Due Process Procedure

18.03.1 Except in extreme cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

A. Notice of Allegations and Conference

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be provided by the BOARD by certified mail or by hand delivery. Said notice shall include the time and place of a hearing to discuss said allegations.

B. Hearing

The hearing to discuss the allegations shall be attended by the Certified School Psychologist, his or her designated representative and the BOARD's representative(s). Said hearing shall be held no sooner than three (3) days nor later than ten (10) days following the receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

C. Notification of Disposition

The Certified School Psychologist and his/her designated representative shall be notified within ten (10) work days by certified mail or by hand delivery of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

18.03.2 In extreme cases requiring immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.

18.04 Confidentiality

The discipline of an employee shall be imposed in private and all events and communications related thereto shall remain confidential to the extent permitted by law.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio law.

**ARTICLE NINETEEN - JUST CAUSE TERMINATION/NONRENEWAL
OF CONTRACTS**

19.01 Just Cause

No Certified School Psychologist shall be adversely evaluated, disciplined or reduced in compensation without just cause.

19.02 Just Cause Initiation

Certified School Psychologists shall be afforded just cause rights for non-renewal in their second year of employment. The first year will be considered a probationary period during which the Certified School Psychological may be terminated without any just cause.

19.03 Termination of Contract

19.03.1 The contract of a Certified School Psychologist may be terminated by the BOARD for gross inefficiency or immorality, for willful and persistent violation of reasonable regulations, or for other good and just cause. All procedures in Article Eighteen must be followed before a decision to terminate for performance is made.

19.03.2 Any Certified School Psychologist who has been notified of intent to terminate and/or notice of charges and specifications under this section must be informed of his/her right to counsel or ASSOCIATION assistance and representation, if desired. A conference will be held with the Certified School Psychologist and his/her representative regarding the Administration's pending action.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio law.

ARTICLE TWENTY - MEDICAL EXAMINATION

20.01 Right to Request Medical Examination

In order to promote a safe environment, to assure the public trust, and to promote the learning process of children and young people, the BOARD requires Certified School

Psychologists to report for work and be physically and mentally able to perform their duties. Of particular importance is for a Certified School Psychologist's job performance not to be impaired by the use or abuse of any drug, medication, or alcohol, as defined below. Severe emotional crises may also render a Certified School Psychologist unable to perform his or her job.

When the BOARD and/or the ADMINISTRATION feels that a Certified School Psychologist is unfit for duty, they may request a mental/physical examination using the procedures in Article 21.

20.02 Physical/Mental Examinations Procedure

20.02.1 The building principal or other building administrator is responsible to make a preliminary decision as to the employee's fitness for duty and report it to the Executive Director of Human Resources. Any observed deficiencies in employee performance or behavior is to be documented. Documentation must be directly related to the Certified School Psychologist's inability to satisfactorily perform the work duties.

The Executive Director of Human Resources will make the decision as to the need for a physical/mental examination to be conducted.

The BOARD will send a letter to the Certified School Psychologist stating the reasons for their request for mental/physical examination.

20.02.2 Once the Certified School Psychologist receives the letter, he/she has two options.

A. The Certified School Psychologist may select a physical examination to be done by his/her personal physician with the expenses paid by the Certified School Psychologist. Such physician shall provide the Superintendent with report setting forth sufficient information so that the Superintendent can determine an administrative course of action.

B. The Certified School Psychologist may request an examination by a physician designated by the ADMINISTRATION at the BOARD'S expense. Such physician shall provide the Superintendent and the Certified School Psychologist with a report setting forth sufficient information so that the Superintendent can determine an administrative course of action.

20.02.3 If the Certified School Psychologist elects to be examined by his/her personal physician, he/she submits the physician's report to the Board. After review of the report from the Certified School Psychologist's physician, the BOARD may require the Certified School Psychologist to be examined by a physician designated by the ADMINISTRATION. The expense of such physician shall be paid by the BOARD. In the event there is disagreement between the report submitted by the physician selected by the Certified School Psychologist and the physician designated by the ADMINISTRATION, the matter shall be submitted to a third physician who shall be selected by the other two physicians. The findings and conclusions of the third will decide the matter. The Certified School

Psychologist and the BOARD shall share equally the fees and expenses of the third physician.

20.02.4 All reports shall be confidential. The physician will not release the results of the medical examination without the approval of the Certified School Psychologist.

20.02.5 A Certified School Psychologist determined to be unfit for duty will be referred to the Employee Assistance Program or other appropriate health care providers for treatment.

A condition of continued employment is that the Certified School Psychologist adheres to all treatment recommendations of the Employee Assistance Program or other professional health care providers.

The Certified School Psychologist will not be returned to work until the professional health care provider has indicated that the Certified School Psychologist is again fit for duty.

20.03 Required Health Examinations or Vaccinations

Opportunity for health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to the Certified School Psychologist. If a Certified School Psychologist elects to have a private examination or vaccinations, the Certified School Psychologist will pay the cost and provide a documented statement of satisfactory completion of the required examination or vaccinations.

ARTICLE TWENTY-ONE SICK LEAVE

21.01 Entitlement to Sick Leave

A Certified School Psychologist 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."

21.01.1 Immediate Family - The "immediate family" includes the father, mother, current spouse, child, brother, sister, the employee's grandparents and grandchildren, and any other dependent of the Certified School Psychologist who is a permanent resident of the household of the Certified School Psychologist, and in-laws bearing any of these relationships.

21.01.2 Regular Earnings - The per diem compensation received by Certified School Psychologist while working on the regular day school assignment.

21.02 Application for Sick Leave

21.02.1 The Certified School Psychologist is to notify the Psychological Services Department of their absence. They are to notify their supervisor before the start of the scheduled work day on the day of the absence.

21.02.2 The BOARD shall require each Certified School Psychologist to furnish a written statement on electronic forms provided by the BOARD for use of sick leave upon return from sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician the date (s) he was consulted. The Administration may require a signed physician's statement confirming the need for sick leave, after four (4) consecutive days of absence or where the Certified School Psychologist has established a pattern of absenteeism.

21.03 Accumulation of Sick Leave

A Certified School Psychologist shall accumulate at a rate of 1.25 days per month in accordance with the provisions of 3319.141 of the Revised Code of Ohio and such accumulation shall not exceed (fifteen (15) days sick leave with pay per contract year).

21.04 Accrual of Sick Leave

21.04.1 The maximum number of hours to be accumulated is two hundred and fifty (250) times the number of regularly scheduled hours per day. For administering regulations relative to sick leave accumulation, sick leave shall be credited fractionally on a monthly basis.

21.04.2 Pursuant to the spirit of 3319.141 of the Ohio Revised Code, any Certified School Psychologist being employed by the BOARD, who, preceding this employment, has been in the employ of another BOARD of Education or State, county, or municipal government in Ohio will receive full time credit for the sick leave accumulated in this previous employment as shown in the records of the last employing organization to the maximum accumulation set forth in Subsection 22.04.1.

21.05 Insurance on Leave

All insurance will continue as long as a Certified School Psychologist is on paid sick leave.

21.06 Advancement of Sick Leave

Pursuant to 3319.141 of the Ohio Revised code, each Certified School Psychologist having used all available sick leave will be given an advanced accumulation of sick leave once each school year which shall be charged against subsequently accruing sick leave.

21.07 Seniority on Sick Leave

All seniority continues to accrue while on paid sick leave.

21.08 Sick Leave While on Worker's Compensation

In the event of a service-connected occupational illness or injury, as determined, by the Industrial Commission, Certified School Psychologist will not be required to exhaust sick leave before receiving compensation from the Industrial Commission.

The Certified School Psychologist may use sick leave and request the BOARD to buy back the sick leave upon submission of a temporary total disability check made out to the BOARD. The Certified School Psychologist choosing this option shall sign a sick leave buy back agreement.

Any Certified School Psychologist 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 appropriate rate of pay, upon approval of the application to return to work. Such application shall include medical certification of ability to assume all full-time responsibilities of the job description. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this section.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio.

**ARTICLE TWENTY-TWO
PERSONAL LEAVE**

22.01 Entitlement to Unrestricted Personal Leave

A Certified School Psychologist shall be granted two (2) personal days in each school year.

22.01.1 Accumulation of Personal Leave Personal leave shall not accumulate.

22.01.2 Application for Personal Leave
All requests for personal leave must be submitted in writing to the ADMINISTRATION, when possible, at least five (5) working days in

advance of the school day on which the Certified School Psychologist desires to be off on personal leave.

22.01.3 Limits of Use of Personal Leave

- A. Personal leave shall not be charged for a leave of absence unless Certified School Psychologist has requested use of such day as personal leave.
- B. Personal leave may be taken only in a minimum increment of either one-half (1/2) or one (1) full day.

22.02 Emergency Leave

Up to four (4) days of emergency leave will be given for the following reasons:

Emergency leave from normal duties of up to a total of four (4) days per school year, without loss of regular earnings, will be granted by the Administration upon submission of satisfactory evidence acceptable to the Administration of an actual emergency situation.

Such leave will require a certificate of explanation, submitted in writing by the Certified School Psychologist, giving reason or justification. If the justification given is a reason for which sick leave could be used; sick leave must be used rather than emergency leave. Examples of justifiable emergency leave may be the following:

22.02.1 Emergencies are as follows:

- A. Personal accidents to Certified School Psychologist and/or his/her immediate family.
- B. Disaster affecting the Certified School Psychologist and/or his/her immediate family or family property. For purposes of this provision, a disaster shall be defined as a sudden, unexpected, and unanticipated calamitous event, which produces material damage, loss, and distress. Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the Certified School Psychologist, a fire in the residence of the Certified School Psychologist, or a tornado causing damage to the residence of the Certified School Psychologist.
- C. Road conditions making it impossible to report to work. Every effort should be expended to report to work, even though the hour may be late.

22.02.2 Qualifying Obligations are as follows:

- A. Observance of religious holidays when total abstinence from work is required pursuant to the rule of the religion of the Certified School Psychologist, not to exceed three (3) days per school year.
- B. No more than one (1) day for attendance at graduation exercises beyond high school involving the Certified School Psychologist or a member of the immediate family of the Certified School Psychologist. This day must be either the day of the graduation ceremony; or, if the graduation ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the graduation ceremony.
- C. No more than one (1) day for attending a wedding involving a member of the Certified School Psychologist immediate family (as defined in Subsection 22.01.1). This day must be either the day of the wedding ceremony; or, if the wedding ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the wedding ceremony.

22.03 Attendance in Court

A Certified School Psychologist who is summoned for jury duty during normal working hours or who is not party to a court case or administrative hearing who is subpoenaed to appear in a court or administrative hearing during normal working hours will be granted a leave of absence from normal duties to permit compliance, provided the professional Certified School Psychologist meets the following:

- 22.03.1 Notifies the Psychological Services Department within two (2) working days after receipt of the jury summons or subpoena.
- 22.03.2 Submits a statement signed by Certified School Psychologist to the Treasurer stating:
 - A. The date and time in attendance at the proceeding.
 - B. The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
- 22.03.3 The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the Certified School Psychologist to the office of the Treasurer before the end of the pay period in which the absence occurred. Adherence to this will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.

22.04 Effect on Salary

In cases in which the Certified School Psychologist is a party in an action arising out of such Certified School Psychologist employment with the BOARD, the Superintendent shall authorize absence with no loss of salary in accordance with the provisions of this section.

22.05 Reserve Duty

A Certified School Psychologist who is a member of any reserve component of the armed forces of the United States is entitled to a leave from his/her duties without loss of pay for such time as they are in the military services on field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio law.

**ARTICLE TWENTY-THREE
FUNERAL LEAVE**

23.01 Entitlement to Funeral Leave

23.01.1 A Certified School Psychologist shall be granted up to three (3) days of absence without loss of regular pay, not chargeable against sick leave, in the event of a death in the immediate family, as defined in Subsection 21.01.1.

23.02 Application for Funeral Leave

The Certified School Psychologist should notify the Psychological Services Department of their intent to use funeral leave and the number of days. Upon return from leave, the Certified School Psychologist shall submit the application for leave.

23.03 Additional Funeral Leave

If the death of a member of the immediate family or other relative of Certified School Psychologist occurs at a distance greater than 150 A. A. A. miles from Dayton (one way) the Certified School Psychologist may be allowed additional absence of one (1) school day or if the distance is greater than 300 A. A. A. Miles from Dayton (one way) Certified School Psychologist may be allow an additional absence of two (2) school days without loss of pay, nor chargeable against sick leave for travel time.

**ARTICLE TWENTY-FOUR
PROFESSIONAL LEAVE**

24.01 Entitlement to Professional Leave

A Certified School Psychologist may be authorized to attend professional conferences, staff development training as approved by his/her direct supervisor, or Superintendent's designee, with no loss of pay.

24.02 Application for Professional Leave

The Certified School Psychologist shall submit his/her application for professional leave for a conference at least ten (10) calendar days in advance of the event.

24.03 Accrual of Professional Leave

Professional leave shall not accrue.

24.04 Professional Leave

Leave under this section shall not be counted against perfect attendance.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio law.

**ARTICLE TWENTY-FIVE
PAID SABBATICAL LEAVE**

25.01 Entitlement to Sabbatical Leave

Any Certified School Psychologist who has completed five (5) consecutive years as a member of the staff of the Dayton Public schools may be granted a leave of absence with pay for professional improvement for one (1) full semester or two (2) full semesters, but not longer than one (1) school year; provided however such pay will be a partial annual salary and will not be in excess of the difference between the Certified School Psychologist pay and his/her replacement.

25.02 Application for Sabbatical Leave

Application for sabbatical leave for professional study, research, or professional improvement must be made in writing at least sixty (60) days prior to the beginning of such requested leave. The application will go to the Superintendent or designee. The applicant will be notified by the Administration of the disposition within thirty (30) days of receipt of the request. The application for such leave of absence must be accompanied by an outline of the program of study or research to be pursued or the proposals for professional improvement.

- 25.02.1 The applicant will submit plans for the use of the sabbatical leave and will meet all other requirements as established by the Superintendent or his/her designee.
- 25.02.2 The decision of the Superintendent or his/her designee regarding the granting of sabbatical leaves shall be final.
- 25.02.3 It is intended that study and other proposals for professional development will include a full-time graduate load and will lead to the completion of a degree by the psychologist, if such a degree, either undergraduate or graduate is not already held. For purposes of this leave, full-time graduate load will be considered a minimum of twelve (12) quarter hours per quarter or eight (8) semester hours per semester.
- 25.02.4 All Certified School Psychologist will, as a condition of approval for leave of absence for professional growth, sign a written notarized contract to return to service in the Dayton public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the BOARD all of the pay received from the BOARD, during the period of leave.

25.03 Accumulation of Sabbatical Leave

Sabbatical leave for professional improvement will not be granted to Certified School Psychologist more often than once for every five (5) consecutive years of service after the initial five (5) year period (see Subsection 25.01), nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave.

25.04 Insurance while on Sabbatical

A Certified School Psychologist on a sabbatical leave may continue all insurance programs at their own expense.

25.05 Seniority while on Sabbatical

A Certified School Psychologist will continue to accrue seniority while on a sabbatical leave.

25.06 Assignment on Return from Sabbatical Leave

A Certified School Psychologist will be assigned to a comparable position to the one held before leave, for which they are certified.

The refund requirement will not apply in case of death of the Certified School Psychologist while on leave; in cases of illness or injury, the obligation will be

deferred until the professional staff member can resume employment. Refund of pay received on leave may also be required if the Certified School Psychologist fails to complete satisfactorily the program of professional improvement. Obligations arising under this CONTRACT will be deferred if the Certified School Psychologist is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leaves are granted prior to the completion of the required year of service. Such deferment is not to extend beyond the other types of leave plus one (1) year.

25.07 Employment while on Sabbatical Leave

A Certified School Psychologist will not be granted sabbatical leave from the Dayton Public Schools if (s) he will be otherwise employed during the time of such leave, unless such employment is approved as part of the sabbatical leave request.

25.08 Placement on Salary Schedule

A Certified School Psychologist will be given credit on the salary schedule for a sabbatical leave of absence.

The parties specifically intend to override and supersede any and all conflicting provisions of Ohio law.

**ARTICLE TWENTY-SIX
ASSAULT LEAVE**

26.01 Entitlement to Assault Leave

Any Certified School Psychologist absent from regular duties because of a physical disability resulting from an assault on the Certified School Psychologist which occurs in the course of BOARD employment shall be entitled to a paid assault leave provided the Certified School Psychologist satisfies the conditions set forth in Section 26.02. The employee is obligated to return to work when released by the treating physician.

26.02 Application for Assault Leave

26.02.1 The Certified School Psychologist must furnish the Superintendent with a signed statement within five (5) days, 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.

26.02.2 The Certified School Psychologist must submit to the Superintendent verification from an attending physician that the Certified School Psychologist is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

27.02.3 The Certified School Psychologist must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s).

26.02.4 The Certified School Psychologist shall be required to file for Workers' Compensation.

26.02.5 It is the intent of this article to provide assault leave for Certified School Psychologist who does not physically initiate the assault on their person. In case of a dispute as to whether or not a Certified School Psychologist has physically initiated an assault, and it is determined through either administrative hearing or court action that Certified School Psychologist did initiate the assault, the Certified School Psychologist 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 Certified School Psychologist.

26.03 Accumulation of Assault Leave

The maximum number of days for which assault leave may shall be payable to any Certified School Psychologist shall be up to forty-five (45) days.

26.04 Insurance

All insurance will remain in effect while the Certified School Psychologist is on assault leave.

26.05 Seniority

A Certified School Psychologist shall continue to accrue seniority while on assault leave.

26.06 Workers' Compensation while on Assault Leave

In the event the Certified School Psychologist is eligible 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 Certified School Psychologist's regular compensation. This shall be accomplished either by the Certified School Psychologist receiving his/her regular compensation from the BOARD and

executing the necessary forms so that such Worker's Compensation is paid directly to the BOARD, or by the professional Staff Member following the procedure set forth in Section 21.09.

26.07 Assault Leave Chargeability

Assault leave shall not be chargeable against sick leave.

**ARTICLE TWENTY-SEVEN
UNPAID MEDICAL LEAVE**

27.01 Entitlement to Unpaid Medical Leave

A Certified School Psychologist shall be entitled to an unpaid medical leave due to personal illness, disability (including maternity), or for serious illness in the immediate family. Nothing in this article shall limit a Certified School Psychologist's rights under the federal Family Medical Leave Act.

27.02 Application

An application for medical leave without pay due to personal illness, disability (including maternity), or for serious illness in the immediate family must be filed with the Superintendent's designee, accompanied by a statement from the attending physician or authorized practitioner stating the nature of the disability which prevents the Certified School Psychologist from performing work and recommending that a leave of absence be granted. Certified School Psychologist shall have the option of utilizing sick leave days until such days are exhausted, or being placed on unpaid medical leave without pay. Any request for extension of leave for personal illness will be accompanied by a physician's statement.

27.03 Accumulation of Leave

This unpaid medical leave will be approved on a school year basis and may be renewed, but in no event will extend for more than two (2) school years.

27.04 Insurance

27.04.1 The medical insurance program shall remain in effect for all Certified School Psychologists entitled to coverage during any period when such Certified School Psychologist is on unpaid medical leave up to ninety (90) days with the employee continuing to pay his/her share.

27.04.2 A Certified School Psychologist on an unpaid medical leave may continue all insurance programs at their own expense, after ninety (90) days by paying 102% of all premiums.

27.05 Seniority while on Unpaid Medical Leave

A Certified School Psychologist will not have been considered to have broken seniority, but for any leave which is longer than eighty (80) consecutive workdays in any one (1) school year, they will not accrue seniority.

27.06 Assignment on Return from Unpaid Medical Leave

27.06.1 Return from unpaid medical leave prior to the stipulated expiration date shall be required when the need for leave no longer exists.

27.06.2 When granted an unpaid medical leave based on a physician's statement, a medical release authorized by a physician shall be considered one of the conditions for returning to active duty.

27.07 Employment While on an Unpaid Medical Leave

A Certified School Psychologist shall not be otherwise employed during their unpaid medical leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of the leave and of employment.

27.08 Placement on Salary Schedule

A Certified School Psychologist will not be given credit on the salary schedule for unpaid medical leave.

27.09 FMLA Entitlement

The employer will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). The method for determining the twelve (12) month period in which the FMLA entitlement occurs shall be the school year. In complying with the FMLA, the employer will adhere to the requirements of this agreement and applicable federal and state laws and regulations.

**ARTICLE TWENTY-EIGHT
UNPAID CHILD CARE LEAVE**

28.01 Entitlement to Unpaid Child Care Leave

A leave without pay for the purposes of caring for a child of the Certified School Psychologist will be granted after one (1) complete year of service in the Dayton Public School.

28.02 Application for Unpaid Child Care Leave

A request for an unpaid child care leave must be made in writing to the Human Resources Department.

28.03 Accumulation of Unpaid Child Care Leave

Unpaid child care leave may be granted for a maximum of four (4) consecutive semesters, including that portion of the semester in which the leave begins.

28.04 Insurance

A Certified School Psychologist on unpaid child care leave may continue all insurance programs at their own expense. For the first ninety (90) days, the employee shall continue paying the employee share. After the first ninety (90) days, the employee shall pay 102% of all insurance premiums.

28.05 Seniority

Any Certified School Psychologist on unpaid child care leave will not accrue seniority but will not be considered to have broken seniority by taking a leave for child care.

28.06 Employment while on Unpaid Child Care Leave

A Certified School Psychologist 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.

28.07 Placement on Salary Schedule

A Certified School Psychologist will not be given credit on the salary schedule for an unpaid child care leave.

**ARTICLE TWENTY-NINE
UNPAID MILITARY LEAVE**

29.01 Entitlement to Unpaid Military Leave

In accordance with the provision of 3319.14 revised code of Ohio, military leave will be granted to any regular contract Certified School Psychologist who is drafted or recalled to active duty with any branch of the armed services of the United States.

29.02 Application

A Certified School Psychologist who is drafted or recalled to active duty must submit a copy of the orders to the Human Resources Department.

29.03 Insurance

A Certified School Psychologist on an unpaid military leave shall have all insurance provided for a period of ninety (90) days by continuing to pay their employee share of premium. After the first ninety (90) days, the employee shall pay 100% of all insurance premiums.

29.04 Seniority

A Certified School Psychologist on an unpaid military leave shall not accrue seniority but will not be considered to have broken seniority.

29.05 Assignment on Return from Military Leave

A Certified School Psychologist returning from military service will be returned to a position comparable to that held before leave as may be required by Federal Law.

29.06 Placement on the Salary Schedule

A Certified School Psychologist returning from an unpaid military leave will be placed on the salary step that they previously held.

**ARTICLE THIRTY
INSURANCE**

30.01 Member will pay fifteen (15%) of the monthly premium or premium-equivalent rate; and the BOARD will pay eighty-five (85%) of the premium or premium-equivalent rate.

The health insurance plan will be administered as a high deductible health plan (BDHP) with a health savings account (HSA).

The deductible stated below will remain for the duration of this agreement.

The Board's contribution to the HSA 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.

High Deductible Health Plan with Health Savings Account		
	In-Network	Out of Network
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

30.02 Medical and Dental Enrollment

A Medical Insurance Program shall be available in accordance with the provisions of this article for all Certified School Psychologists covered by this contract who complete the required applications for such insurance and transmit such applications to the Human Resources Department of the BOARD during the required enrollment period. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Certified School Psychologists at the time of employment. If the date of employment is later than the open enrollment period, required insurance form shall be filed with the Office of the Treasurer and Human Resources Department within five (5) workdays of receipt. Forms that are not returned in five (5) workdays will result in coverage being delayed. 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 employees to furnish additional information and/or complete additional forms during his or her employment to verify application information and/or confirm eligibility.

30.03 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.

30.04 Dental Benefits

The dental insurance policy shall provide 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 restorative: Fifty percent/fifty percent (50%/50%) coinsurance (major restorative, gold inlay, crowns, prosthodontics)

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

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 \$5,000 lifetime maximum per person.

Coverage for dental prescriptions shall be provided by the BOARD. The plan shall be decided by the BOARD.

30.05 Life Insurance

Life insurance shall remain in the amount of \$100,000.

Accidental Death and Dismemberment insurance shall be provided in the amount of \$100,000.

30.05.1 The BOARD shall pay ninety percent (90%) of dental insurance.

30.05.2 The BOARD shall pay one hundred percent (100%) of the life insurance premium.

30.05.3 Vision Insurance – Effective January 1, 2018, the Board will offer vision insurance. Psychologists may elect to enroll in the vision insurance plan offered by the Board. The Board shall pay 90% of the vision insurance premium, and the Psychologists shall pay 10% of the vision insurance premium.

30.06 Coverage while on Leave

The Medical Insurance program shall remain in effect for all full-time Certified School Psychologists entitled to coverage during any period when a Certified School Psychologist is: 1) on the active working payroll, 2) on compensated sick leave, 3) on non-compensated, approved leave of less than thirty (30) days (except personal illness leave of absence), 4) on non-compensated leave for personal illness of less than ninety (90) days, or 5) working only during the regular school year and not working during the summer break period until such Certified School Psychologists either resign their employment status or fail to return to active working status at the commencement of the next school year.

Certified School Psychologists on non-compensated approved leaves or approved medical leave who desire to continue insurance coverage past the period for which the BOARD has agreed to continue such coverage on the basis set forth in this section may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month in which coverage is desired to be continued. In the event coverage is

discontinued for any period, coverage cannot be re-acquired through the BOARD until the Certified School Psychologist returns to active working status.

30.07 Insurance Provided in Summer

All insurance programs shall be continued for the Certified School Psychologist on the same basis as such insurance is provided during the school year during the months of June, July and August. Certified School Psychologists submitting resignations, which take effect at the end of a school year, will also have their insurance coverage continued during these months on the same basis as such insurance is provided during the school year provided:

- such Certified School Psychologist was covered under the insurance during his/her period of employment during the school year;
- such Certified School Psychologist remains in the employ of the BOARD through the end of the regular school year;
- such Certified School Psychologist advises the BOARD on or before June 1st or as soon thereafter as is possible of the intention of such Certified School Psychologist not to renew his/her contract with the BOARD.

30.08 Determination of Monthly Premium

In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each Certified School Psychologist and withhold sufficient sums from the compensation payable to the Certified School Psychologist by payroll checks bi-weekly to cover that portion of the premium due from the Certified School Psychologist.

30.09 Flexible Spending Account

30.09.1 Medical Reimbursement

The BOARD will make arrangements to afford individual Certified School Psychologists the option to subscribe to a Flexible Spending Account, upon written request, in lieu of all medical insurance coverage provided in this Article, subject to the limitation on BOARD 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 BOARD and the ASSOCIATION but not more frequently than once in any twelve (12) month period.

On behalf of each Certified School Psychologist subscribing to a Flexible Spending Account under the preceding paragraph, the BOARD will reimburse the Certified School Psychologist up to six hundred dollars (\$600) each year, after medical expenses have been submitted.

30.09.2 Cash Option

The BOARD will make arrangements to afford individual Certified School Psychologists the opportunity to elect a cash option upon written request, in lieu of all medical insurance coverage provided in this article, subject to the limitation on BOARD 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 BOARD and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each Professional Staff Member electing the cash option under the preceding paragraph, the BOARD will pay the Certified School Psychologist six hundred dollars (\$600) each year. The quarterly gross payments shall be one hundred and fifty dollars (\$150).

30.10 125 Plan

The benefits provided by Section 125 of the Revenue Act of 1978 shall be made available to any Certified School Psychologist so requesting that their benefit elections be non-taxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the Certified School Psychologist for the selection of benefits, under section 125 of the Internal Revenue code, which includes:

Part A - Insurance premiums on payroll deduction

Part B - Medical spending account

Part C - Dependent care account

30.11 Continuation Coverage

30.11.1 Every covered Certified School Psychologist, covered spouse of a Certified School Psychologist and/or covered dependent(s) of a Certified School Psychologist whose group health insurance is terminated for reasons of:

- termination of the employment, layoff, or reduction in the hours of employment of the Certified School Psychologist
- death of the Certified School Psychologist
- eligibility of the Professional staff Member for Medicare
- divorce or separation from the professional Staff Member

- 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 one hundred and two percent (102%) of the premium cost. Where group coverage terminates by reason of divorce, separation or, change in dependent status, the Certified School Psychologist, spouse, and/or dependent must give notice of such event, in writing to the BOARD, within fifty (50) days of such event. If elected, continuation coverage shall be available at the cost of the Certified School Psychologist or dependent(s), for eighteen (18) months if coverage is terminated by reason of a termination, layoff, or reduction in hours, and thirty-six (36) months for the other above-stated reasons.

30.11.2 Continuation coverage elected pursuant to Subsection 30.11.1 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 provisions of Section 30.11 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.

30.12 STRS Pick-Up

The BOARD shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the BOARD as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-38. They shall continue to be designated as employee contributions as permitted by Attorney General opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "pick up by the BOARD. The amount designated as "pick up" by the BOARD shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the BOARD's total contribution to the State Teachers Retirement System increased thereby.

The "pick up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The "pick up" shall apply to all compensation including supplemental earnings thereafter.

The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction on basis (e.g., gross pay divided by the number of days in the school psychologist's contract).

**ARTICLE THIRTY-ONE
SALARY SCHEDULES FOR CERTIFIED SCHOOL PSYCHOLOGISTS**

31.01 Salary

- 31.01.1 The following salary schedule shall be in effect on the dates set forth below:
- 31.01.2 Effective July 1, 2021, all employees shall receive a base wage increase of 0%. Effective July 1, 2022, all employees shall receive a base wage increase of 0%.
- 31.01.3 Within thirty (30) days of the execution of the Agreement by both parties (after ratification), the Board shall pay each member of the bargaining unit a one-time lump sum payment of Two Thousand Five Hundred Dollars (\$2,500.00). All bargaining unit members who remain employed by the Board on January 1, 2023 shall receive a one-time lump sum payment of Two Thousand Five Hundred Dollars (\$2,500.00) to be paid no later than January 31, 2023. These lump sum payments are not to be made on the base bargaining unit member's salary.

<u>2020-2023</u>		
Step	Psychologists	Doctorate (\$1,500 added)
1	\$63,783	\$65,283
2	\$66,167	\$67,667
3	\$68,551	\$70,051
4	\$70,937	\$72,437
5	\$73,321	\$74,821
6	\$75,702	\$77,202
7	\$78,089	\$79,589
8	\$80,473	\$81,973

9	\$82,857	\$84,357
10	\$85,240	\$86,740
11	\$87,616	\$89,116
12	\$90,012	\$91,512
13	\$92,396	\$93,896

1. The number of workdays is two hundred and eighteen (218).
2. Step 1 through 13 represent one (1) year of service as a full-time School Psychologist.
3. The intern year shall be counted for (one) 1 year of service.
4. School Psychologist entering or re-entering the Dayton Schools with ten (10) or more years of service (including retired School Psychologists) shall be placed at Step 10.
5. Credit given for military experience shall not exceed Step 6.
6. Psychologists shall advance one step on salary schedule effective with the first full pay after July 1st annually.
7. Interns shall continue to be paid at a salary determined by state funding and additional funds from Dayton Public Schools as determined by the Superintendent or his/her designee.
8. School psychologists who have completed 19 or more years of service, as recognized by the Superintendent's office, shall receive an additional \$1,250 in longevity pay in two equal installments of \$625, each payable on the 10th and 20th pay period payroll distribution.
9. Additional compensation of \$350 shall be paid annually for professional membership fees.

31.01.4 Favored Nations

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 THIRTY-TWO

SICK LEAVE BANK

32.01 Establishment of Sick Leave Bank

A Sick Leave Bank, hereinafter referred to as "Bank," shall be established for OAPSE 766B. Participation in the Bank shall be voluntary. The Bank shall remain in existence, provided that seventy (70%) of the bargaining unit members volunteer to participate, and it shall be governed by the procedures in this Article. The participation drive shall attain 70% of the Psychologists by October 1st.

32.02 Participation in the Sick Leave Bank

Any new employee with one (1) or more days of accrued, unused sick leave may elect to participate in the Bank and must do so by September 15 of each year. This includes new employees who are advanced five (5) days.

32.03 Donation to Sick Leave Bank

A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than fifty (50). Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's personal illness, accident or injury.

32.04 Withdrawal from Sick Leave Bank

A Sick Leave Bank Committee shall have two (2) members appointed by the Association and two (2) members appointed by the administration, and shall be operated by guidelines established by that committee to approve or disapprove all requests for withdrawal from the Bank within the following limitations:

- 32.04.1 A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.
- 32.04.2 The maximum withdrawal for any employee shall be fifteen (15) days. Additional days may be granted by approval of the Sick Leave Bank Committee.
- 32.04.3 An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
- 32.04.4 Withdrawals shall be in full day units.
- 32.04.5 All applications for withdrawal shall be in writing, shall be verified by the Committee, shall contain a physician's referral, and may be submitted on behalf of an employee by another person when necessary.

ARTICLE THIRTY-THREE

LEAD PSYCHOLOGIST

The position of Lead School Psychologist is hereby created as a supplemental position that will receive his/her primary evaluation from the Chief for the Office of Exceptional Children.

- The Chief for the Office of Exceptional Children will sign off as the second rater for all yearly evaluations of Psychological staff.
- The Lead Psychologist will perform managerial duties such as: evaluate psychological staff, assign buildings; monitor staff compliance with established

department and ODE timelines; consult with staff; provide communication to building administrators and department directors relative to updates in psychological services, policies, practices and procedures; participate in meetings with community partners, non-public consultation meetings, and meeting with OEC Associate Directors as needed; coordinate staff meetings; plan professional development; and order department supplies.

- A minimum of five years' experience as a School Psychologist is required to become a Lead Psychologist.
- The Lead Psychologist will be paid an annual stipend of \$3,500.00.
- The Lead Psychologist will have a reduction in building assignment(s).
- The Lead Psychologist will work an additional 10 days at their hourly rate of pay.

Nothing in this Agreement shall be interpreted to mean that a Lead Psychologist is an administrator. For example, the Lead Psychologist may not issue discipline to other members of the Union.

ARTICLE THIRTY-FOUR PART-TIME BARGAINING UNIT MEMBERS

Any Bargaining Unit member covered under the scope of this Agreement contracted to work less than 218 full days will be paid a prorated salary at the appropriate placement on the salary schedule.

The contract of Bargaining Unit members hired after this Agreement has been ratified by both parties, working less than full-time will automatically expire at the end of the contract year, with no notice of nonrenewal. However, by July 1, a written notice of job status will be issued. The most current date of hire will be used for placement on the seniority list.

ARTICLE THIRTY-FIVE NON-TRADITIONAL EMPLOYMENT

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

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.

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.

ARTICLE THIRTY-SIX SEVERANCE ALLOWANCE

36.01 Severance Rights

Pursuant to Section 124.391 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 retirement of a Psychologist.

36.02 Eligibility for Severance

A Psychologist is eligible for severance if (s)he is a person who:

- Has been employed by the BOARD continuously for a period of at least five (5) years prior to the date of retirement.
- Accrues sick leave pursuant to the provision of the Revised Code of Ohio.
- Is eligible to receive retirement pension benefit as a result of employment by the BOARD pursuant to the provisions of the Revised Code of Ohio.
- Retires from the employ of the BOARD after the effective date of this CONTRACT.

36.03 Conversion Factor

All sick leave accumulation by the Psychologist, to a maximum of two hundred sixteen (216) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this article shall be fifty-four (54) days.

36.04 Elimination of Sick Leave

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Psychologist at that time. Payment shall be based on the Psychologist's rate of pay at the time of retirement. Such payment shall be made only once to any Psychologist.

36.05 Severance Account

The following Severance Account shall be effective:

Psychologist must accumulate the maximum of 250 days of sick leave to be eligible to accumulate days in the Severance Account.

- Excess sick leave days beyond the 250 maximum will be transferred into a Severance Account for the Psychologist.
- Severance Account days may not be used as sick leave days.
- Accumulated Severance Account days will be paid at a ratio of 1 day's pay for each 4 days of Accumulated Severance Account days at the time of retirement. Maximum payment of Severance Account days is limited to 45 days.

ARTICLE THIRTY-SEVEN DURATION

37.01 This agreement shall be effective upon ratification and remain in effect through

June 30, 2020, all other articles will remain the same. This agreement will be effective thereafter for successive periods of twelve (12) months, unless either party to the agreement, on or before sixty (60) days prior to the expiration of any such period, notifies the other of its desire to terminate, modify, or amend this agreement pursuant to Ohio Revised Code Section 4117.14.

37.02 In the event an impasse develops between the parties, they shall, in accordance with Ohio Revised Code Section 4117.14, utilize an alternative dispute settlement procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in O.R.C. 4117.14 (C) and under Ohio Administrative Code Rule 4117-9-05 (B), (C). The statutory notice requirement contained O.R.C. 4117.14 (D) (2) will remain in effect throughout the negotiations.

37.03 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.

**ARTICLE THIRTY-EIGHT
COMPLETE AGREEMENT CLAUSE**

38.01 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 ASSOCIATION, for the terms 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.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, CHAPTER 766B

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

By: _____
President

By: _____
Elizabeth Lolli,
Superintendent

By: _____
Field Representative

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

By: _____
Board President

By: _____
Treasurer

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