MASTER AGREEMENT

BETWEEN THE

SOUTHEASTERN LOCAL EDUCATION SUPPORT PROFESSIONALS

AND THE

SOUTHEASTERN LOCAL BOARD OF EDUCATION

JULY 1, 2026 - JUNE 30, 2029

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ARTICLE ONE - RECOGNITION

1.01 **Recognition** - The Southeastern Local Board of Education, herein after referred to as the "Board", recognizes the Southeastern Local Education Support Professionals affiliated with the Ohio and National Education Associations, herein after referred to as the "Association" as the sole and exclusive representatives of all employees in the bargaining unit.

1.02 **Bargaining Unit Defined** - For the purposes of recognition and negotiations, the bargaining unit shall consist of all regularly contracted full and part time employees in the following classifications who are eligible under ORC 4117:

1.021 Aides
- **1.0211** Educational Aides/Paraprofessionals (instructional)
- **1.0212** High School Study Hall Aide
- **1.0213** Clinical Aide
- **1.0214** Bus Aides

1.022 Bus Drivers
1.023 Cafeteria Workers
1.024 Custodial
1.025 Library Clerk
1.026 Secretaries
1.027 Interpreter

1.03 **Exclusions** - Excluded from the Unit are:

1.031 Secretary for the Superintendent
1.032 Treasurer and Assistant Treasurer
1.033 Maintenance/Transportation Supervisor
1.034 Administrative Personnel
1.035 Kitchen Supervisors
1.036 Computer Technician
1.037 Seasonal Employees – The Board of Education may hire individuals to perform temporary duties without SELESP membership nor benefits afforded through this contract.

ARTICLE TWO - NEGOTIATIONS

2.01 **Scope of Negotiations** - This recognition constitutes an agreement between the Board and the Association to provide the framework to reach mutual agreement regarding matters related to terms and conditions of employment for members of the bargaining unit.

2.02 **Negotiations Process**

2.021 **Meetings** - Ninety (90) to one hundred and twenty (120) days before the expiration of the Contract, a request for negotiations will be filed.

2.022 **Exchange of Proposals** - Within thirty (30) days a meeting will be held to exchange proposals except with mutual consent to delay.

2.03 **Agenda** - An agenda shall be established at the first meeting. No item(s) shall be added unless mutually agreed upon.

2.04 **Meetings -** Meetings shall be scheduled not to interfere with school schedules. Each team will be responsible for keeping their own notes as desired.

2.05 **Negotiating Committees** - Each committee may have a designated chairperson. The Board's negotiating committee and the Association's committee shall be limited to no more than six (6) regular members each, or such number that shall be equal to the total classifications currently in existence.

2.06 **Proposals** - While no final agreement shall be executed without ratification by the Association and adopted by the Board, the negotiating committees will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

2.07 **Assistance** - The parties may call upon consultants, limited to one for either party at any one meeting, to assist in all negotiations. Consultants may interchange with members of the team as may be desired by each team. Each team is privileged to call upon its consultant to present its case. The expense of such consultants shall be borne by the party requesting or hiring them.

2.08 **Caucus** - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. The requesting party shall move to another site. The length of each caucus shall be determined by mutual agreement in the first meeting and extend only through mutual agreement.

2.09 **Progress Reports** - Each party shall have the right to provide progress reports to it's own negotiations teams at it's discretion, however any public releases of information relative to negotiations shall be made only with mutual consent.

2.10 **Exchange of Information** - The Board and Superintendent agree to furnish the Association negotiation committee, upon request within a reasonable period of time, all available information concerning financial resources of the district. The Association shall furnish all available information on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

2.11 **Agreement**

2.111 **Item Agreement** - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to ratification by the membership of the Association and adoption by the Board.

2.112 **Agreement** - When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form it shall be submitted to the Association and Board for ratification and adoption. When adopted by the Board, the agreement shall be signed by the Board's representatives (President and Treasurer of the Board) and by the Association's representatives (President and Chief Negotiator).

2.12 **Disagreement**

2.121 **Mediation**

2.1211 **Right of Either Party to Declare Impasse** - In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

2.1212 **Clarification of Impasse** - Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

2.1213 **Issues to be Submitted to Impasse** - If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached.

2.1214 **Joint Submission For Mediation** - The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. State Employment Relations Board, or a mutually-selected private mediator who is qualified to

provide such service.

2.1215 Mediator's Authority - The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties but has no authority to recommend or to bind either party to any agreements.

2.1216 Cost of Mediator – The parties agree that to the extent there are any costs associated with the services of a mediator selected pursuant to section 2.1214, above, those costs shall be shared equally by the parties.

2.13 Continuation of Performance

2.131 No Strike During Contract - For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association shall engage in, assist in, sanction or approve any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

2.132 No Lockout by Management - For the duration of this agreement, neither the Board, its agents, or an Administrative Personnel shall engage in, assist in, sanction or approve any lockout of any bargaining unit members from any building owned by the Board.

2.14 Definitions

2.141 Good Faith - "Good Faith" involves coming to the negotiating table with the intention of negotiating. Good Faith requires that the Association and the Board will be willing to react to each other's proposals. Good Faith requires both parties to recognize negotiations as a shared process and a problem solving effort and requires both parties to negotiate with the intention of resolving matters of mutual concern.

2.142 Master Agreement - "Master Agreement" refers to this entire document. In addition to the Procedural Agreement, it includes all other agreements attached hereto in the form of articles.

2.143 Professional Negotiations - "Professional Negotiations" means conferring, discussing and negotiating in Good Faith by a board of education or its designated representatives and a recognized employee organization through its designated representatives in an effort to reach agreement with respect to working conditions and other matters of concern to such Board and organization.

2.144 Impasse - "Impasse" is the persistent disagreement between the parties requiring the use of mediation or appeal procedures for resolution.

2.145 **Mediation** - "Mediation" is the use of a third party to help opposing parties reach agreement in negotiations. The mediator seeks to pinpoint issues, and will usually offer suggestions but does not dictate the term of settlement.

2.146 **Negotiable Items** - "Negotiable Items" are those items of concern that may be placed on the negotiations agenda.

2.15 **Scope of Negotiations** - The Association and the board agree that negotiations in Good Faith, will encompass the following items:

2.151 Wages/hours

2.152 Terms and conditions of employment

2.153 Fringe benefits

2.16 **Duration of Negotiations** - Negotiations between the Board and the Association Committees shall be completed within sixty (60) days from the initial session or a mutually agreed time.

ARTICLE THREE - GRIEVANCE PROCEDURE

3.01 Definitions

3.011 Grievance - "Grievance" is a complaint involving the alleged violation, misrepresentation or misapplication of the negotiated agreement between the Association and the Board.

3.012 Grievant - "Grievant" is an employee or group of employees, in the bargaining unit, alleging a violation, misrepresentation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group. Individual grievances shall specifically name the grievant. Class action grievances shall name the group or class of affected members.

3.013 Day - "Day" shall be defined as a school calendar day for which classified employees are compensated.

3.02 Procedure

3.021 Step One - Within twenty (20) days from date of occurrence of the alleged contractual violation, the grievant shall present his/her principal or supervisor with a written explanation of the grievance, citing the specific section of the contract that has been violated and the relief sought.

3.0211 Within ten (10) days of the receipt of such claim the principal or supervisor shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a second copy will be sent to the Superintendent.

3.022 Step Two - If the grievant is not satisfied with the written disposition of the principal or supervisor, he/she shall within ten (10) days of the receipt of the disposition, send a written request for a hearing before the Superintendent or his designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. Both the grievant and the Superintendent or his designee may have a representative of his/her choice present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within five (5) days of the hearing.

3.023 Step Three - If the grievant is not satisfied with the Superintendent's decision, or if the disposition has not been received, with the period above in Step two, he/she may within ten (10) working days following the receipt of such disposition or at the end of the time period in Step 2, submit a written appeal of the grievance to the Federal Mediation and Conciliation Service,

State Employment Relations Board, or a mutually-selected private mediator who is qualified to provide such services. If SELESP files grievance to mediation the parties will jointly select mediation service or private mediator, and SELESP will pay full cost of mediator.

Upon receipt of the appeal to mediation, the Superintendent will work with the Association to schedule a mutually agreeable time to conduct the mediation session. However, the session will occur within thirty (30) days of the date of the grievant's submission of the appeal to mediation. Any expenses relative to the mediation process shall be the sole responsibility of the party who incurs the expenses.

If the mediation of the grievance is not successful, or the grievance is not appealed to mediation, then the grievant has the right to proceed to Step Four within ten (10) days of the date of the mediation session, or within ten (10) days of the date of the decision at Step Two.

3.024 Step Four – If the grievant is not satisfied with the mediation outcome or of the grievance at Step Two, he/she shall be allowed ten (10) days to file a written appeal to Arbitration as long as the Executive Committee of the Association has approved of the request prior to it being made. The request for arbitration shall be made by the Association President or his/her designee. The arbitrator shall be chosen using the voluntary Labor Arbitration Rules of the American Arbitration Association and a coin flip shall be used to determine which party will strike first in the arbitrator selection process. Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding on both the board and the grievant. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. However, no hearing at any level shall take place without the presence of the Association. In the event an employee wishes to proceed to arbitration, he/she must obtain consent from the Association to move forward.

3.0241 Power of the Arbitrator - The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement, nor shall he make any decision contrary to law. He shall not imply obligations and conditions binding upon the parties from this agreement except as set forth herein.

3.0242 Arbitrator's Authority on Evaluations - The arbitrator may rule on procedures related to employee evaluation but shall not substitute his judgement for that of the evaluator.

3.0243 Loser Pays – The Board and Association agree that the party who "loses" an arbitration shall pay all costs associated with the cost of the arbitration, with the exception of legal fees. In the event of a multiple arbitration decision where each party wins part, but loses

part, of the decision, the arbitrator will be required to determine a "loser" for the purpose of this provision.

3.03 Statement of Basic Principals

3.031 Rights and Protection for Filing Grievances - An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal, coercion or intimidation because of such participation.

3.032 Waiver Due to Time Limits -The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3.033 Time and Places of Hearings - Hearing and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses, to attend and will be held, insofar as possible, after regular school hours, or during non-working time of personnel involved.

3.034 Filing of Grievance Not to Interfere With Related Work Activities - It is agreed that any investigation or other handling or processing of any grievance by the aggrieved employee or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the related work activities of the classified staff.

3.035 Cooperation of the Parties - The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is available for the processing of any grievance.

3.036 Filing of Grievances After June 1 - All time limits herein shall consist of work days, regardless of the day of the year the grievance is filed. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

3.037 Filing of Records of Grievances - All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants except to the extent such documents impact matters pertaining to the personnel file of the participants.

3.038 Grievant's Right to Representation - The Board and the administration acknowledge the right of the Associations' representatives to participate in the processing of a grievance at any level and no classified employee may be required to discuss any grievance if his/her representatives are not present.

ARTICLE FOUR - ASSOCIATION RIGHTS

4.01 **Association Business** - SELESP shall be entitled to send official delegates as well as any Association member who is elected or appointed to OEA district, state, or national office to their convention and/or meetings not to exceed a maximum of four (4) work days per year.

4.02 **Union Meetings** – Employees may attend union meetings that are not scheduled during the student day, once a month pending their working hours are completed at the end of the work day.

4.03 **Dues Deductions**

4.031 **Board Deductions of Dues** -The Board agrees to deduct from the pay of employees, dues for the SELESP when authorized in writing and sent to the Treasurer by an employee at no cost to the employee or SELESP. Such written authorization shall be provided by the employee to the Treasurer by no later than September 15 of any contract year in order for dues deductions to proceed in accordance with the provisions set forth in section 4.032 herein. Failure of an employee to provide written authorization to the Treasurer by no later than September 15 of any contract year will result in dues being deducted for that contract year over the remaining deduction periods set forth in section 4.032, following the date the Treasurer's Office receives the written authorization form.

4.032 **Deductions to be in Ten (10) Equal Installments** - SELESP membership dues shall be deducted from the employees pay in ten (10) equal deductions starting with the first paycheck in October and continuing until dues are paid. The Board Treasurer shall submit payment of dues twice monthly to the SELESP along with a list of bargaining unit members paying such dues. Employees hired after the initial payment withheld in October shall have payment withheld on a pro-rated basis in accordance with OEA policies.

4.033 **OEA to Provide Forms** - Individual authorization forms shall be furnished by the Ohio Education Association and when executed shall be filed by the SELASE with the Board Treasurer.

4.034 **Continuous Deductions** - Once authorized pursuant to section 4.031. the payroll deduction of dues shall be continuous from year to year unless revoked by the employee. An employee wishing to revoke payroll deduction for dues must give to the Board Treasurer between August 21 and August 31 a written statement requesting that payroll deduction for his/her dues be discontinued. The Board Treasurer shall forward a copy of the statement to the SELESP President. The discontinuation of dues deduction shall begin no sooner than thirty (30) days from the date that the statement was given to the Board Treasurer.

4.035 Only to SELESP - The Board agrees not to honor dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization for the life of this agreement.

4.036 Association to Indemnify Board - The Association shall defend, indemnify, and hold the Employer, including the Board, its officers, members, agents, and its administrative and supervisory employees, including the Board's treasurer (all herein referred to as "the indemnities"), and hold them harmless from any and all claims, liability, damages and/or expenses as the result ofany legal action or administrative claim brought against them as a result of the provisions of this article and/or implementation and enforcement of any Association dues and/or fees deductions.

4.04 Recognition Rights - The recognition of the Association shall be for the term of this negotiated agreement.

4.05 Rights of Individuals in the Association - Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Association and the right to refrain from such without intimidation or coercion.

4.06 Exclusive Rights of The Association - Rights and privileges shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

4.07 Use of School Buildings and Equipment - The Board and the administration will cooperate with the Association in the use of school buildings and equipment for meetings providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of building and facilities for school-related groups.

4.08 Distribution of Materials - The administration will provide each member with a current copy of the Master Agreement and one complete copy of all Board Policies and Administrative Guidelines online on the District's website. One complete copy of all such documents will also be available in paper copy at the District's Central Office.

4.081 The Association President shall be provided a copy of the Board's Policies and Administrative regulations along with any updates, as soon as possible.

4.09 Access to Employees and Information

4.091 The Association shall have the right to have its agents and officers contact employees before and after school or during lunch or down time as long as such contacts do not interrupt the work day of the employees.

4.092 The Employer shall allow Association representatives to make a presentation about the Union at a school facility during the lunch hour of the new employee orientation program prior to the start of the school year.

The Employer shall provide, written notice to the Association, at least ten (10) days prior to any such program.

4.093 The Employer shall provide the Association President or their designee with the names, addresses, phone numbers, building assignments, classifications, years of service credit, and pay rates of all employees in the bargaining unit within ten (10) days of such request.

4.10 **Notification of Meetings** - The Association President shall be notified of all meetings of the Board at the same time as the members of the Board.

4.11 **Board Material** - The Association shall be provided one (1) set of all public documents provided members of the Board for each Board meeting after board material has been approved. The agenda will be given to Association President as soon as mailed out to Board of Education. Should the agenda not be available at that time, they will be delivered to an Association designated person who resides within the village of South Charleston, unless such materials are mailed to Board members at which time such agenda will be mailed to the designated Association representative.

4.12 **Association Bulletin Boards** - The SELESP will share a bulletin board with the SELEA in each building, however all other work areas which are not shared with the SELEA shall be provided a space for a bulletin board.

4.13 4.13If the mandatory assessment of fees of non-members in the public sector is held to be constitutional by the Supreme Court of the United States the parties agree that the implementation of a mandatory assessment of fees of non-members will be automatically inserted into the Contract on terms negotiated by the parties through a mandatory reopener, limited to the mandatory assessment of non-members, within thirty (30) days of such a holding.

ARTICLE FIVE - MANAGEMENT RIGHTS

5.01 The Association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's school district except as restricted by this Agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

To determine all matters of managerial policy which include, but are not limited to areas of discretion or policy such as functions, services and programs of the district; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services and programs of the district;

To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss, retain or reinstate employees;

To direct, supervise and manage the workforce, to determine the efficiency and effectiveness of the workforce, to determine the size, composition and adequacy of the workforce; and to select the personnel by which district operations shall be carried out;

To maintain or increase the efficiency and/or effectiveness of district services; i.e., establishing routes, arranging stops and directing services related to maintenance and storage of district vehicles.

To take actions to carry out the mission of the district as a governmental unit.

The Board shall comply with all provisions of the constitutions of the United States and the State of Ohio.

ARTICLE SIX - WORKING CONDITIONS

6.01 **Work Week and Overtime** - The Board agrees that all employees shall be paid equal pay for equal job performance. There shall be no discrimination due to sex, race, or religion.

6.02 **Normal Work Week and Overtime Compensation** - The normal work week shall be Monday through Friday. The normal work week for all employees hired after June 30, 2005 shall be Monday through Sunday. The work week shall be consecutive days worked or approved holidays [e.g. five (5) days]. In any pay period overtime, at the rate of time and one half (1 1/2) will be paid for all work in excess of forty (40) hours per week or the employee may choose to accrue compensatory time at straight time. The employee must indicate in the time sheet for the period of which overtime is worked, whether the employee chooses to be paid for the overtime or accrue compensatory time. Once the choice is made by the employee in the timesheet the decision can not be changed. The compensatory hours will be used at a mutually agreeable time between the supervisor and employee, only when a substitute is not needed. Compensatory time accrues on an annual basis only starting July 1st of each contract year and must be cashed out at time and one-half (1 1/2) for all unused accrued compensatory time by June 30th of each contract year. All work must be completed as per assignment, including overtime.

6.03 **Activity Duty Assignments** - A member of each classification may be on duty when his/her work category is involved in a scheduled public activity of any outside organization. The rate of pay shall be subject to the over-time regulations of this agreement as well as that of FLSA. The employee may waive his salary to the organization or event using the building if he/she so desires.

6.04 **Calamity Duty Assignments**

6.041 **Work Day for Twelve (12) Month Employees on a Calamity Day** - In the event of an emergency which would necessitate the closing of school(s) all twelve (12) month classifications must report to work unless otherwise instructed by their supervisor.

Work Day for Non-Twelve (12) Month Employees on a Calamity Day – Non-twelve (12) month employees will report for duty as directed by the Superintendent or otherwise perform assignments as assigned by the Superintendent, including but not limited to professional development on days when school is closed to students due to inclement weather. In the event school is closed to students due to epidemic or related type issues, non-twelve (12) month employees will work full contract days as directed by the Superintendent.

6.042 **Level Three Emergency Procedure** - No employee shall be required to report to work and shall suffer no loss of pay when the County is placed on a level III emergency day as declared by the appropriate county agency.

6.043 Food Service – One cook per building who is required by the administration to report to work on Calamity Days for the purpose receiving deliveries that occur on days which school is closed due to calamity shall be paid at one and one-half times the regular hour rate for hours worked receiving deliveries.

6.05 Holidays - The Board agrees to recognize the following days as paid holidays for all nine (9) or ten (10) month employees. Said days are paid holidays regardless of the day in the week upon which they fall. The days are as follows:

6.051 Labor Day
6.052 Thanksgiving Day
6.053 Christmas Day
6.054 President's Day
6.055 Martin Luther King Day
6.056 New Years Day
6.057 Memorial Day
6.058 Good Friday

6.059 Holidays for Eleven and Twelve Month Employees - Eleven (11) and twelve (12) month employees shall have the same holidays as listed above plus the day after Thanksgiving, the day before Christmas, Juneteenth Day and Independence Day.

6.06 Bidding Procedures

6.061 Places of Bidding Notices - The offices at all buildings owned and operated by the Board and staffed by school employees shall be posted with "Bid Notice Procedures" and supplemental postings in an open area accessible to all employees covered in the bargaining unit.

6.062 Time Limitation - All bids shall be posted for a minimum of five (5) work days. Employees interested in the position(s) open, shall submit their written bid within this time frame.

6.063 Seniority

6.0631 Conditions of Applying Seniority - Seniority to the extent promoted by law and consistent with the responsibility of the Board to provide appropriate service of good quality, the principle of seniority as herein after defined shall prevail.

6.0632 Exclusions of Use of Seniority - Nothing in these seniority provisions shall be construed to change, amend, or interfere with existing laws of the Ohio Revised Code in so far as they affect appointment, promotions or tenure.

6.064 Seniority Defined

6.0641 System Wide - System seniority shall be defined as the length of uninterrupted employment, not to include reduction in force during the two year recall period as per Article Seven of this contract System wide seniority shall be computed from the employee's most recent date of hire into the District.

6.0642 Classification Seniority - Classification seniority shall be defined as the length of uninterrupted employment, not to include reduction in force during the two year recall period as per Article Seven of this contract. Classification seniority shall be computed from the employee's most recent date of entry into such classification. For purpose of this provision the following classifications shall be deemed to exist:

6.06421 Custodian
6.06422 Bus drivers
6.06423 Cafeteria
6.06424 Library clerk
6.06425 Educational aides (instructional)
6.06426 Secretaries
6.06427 Bus aide(s)
6.06428 High School Study Hall Aide
6.06429 Clinical Aide

6.065 Seniority List Provided to Association - The Association shall be provided the current seniority list of all employees contained in the bargaining unit upon request.

6.066 Seniority as Related to Higher or New Positions - Upon application, employees shall have the opportunity to advance to higher paying positions and new positions when vacancies occur in their position or classification in the order of their seniority.

6.067 Seniority as Related to "Regular Position Bid" - When a "Regular Position Bid" is to be filled in the same classification or position, the employee with greatest seniority in that position or classification, who has applied shall be given the first consideration. The employee so awarded the position shall maintain the option of accepting the position, and shall lose no rights in his/her present position or classification as a result of his/her decision. Should he/she decline to accept the position, the employee in the same position who is next in line on the seniority list shall be considered. This procedure will be followed until the position is filled.

6.068 President to Receive All Posted Positions - The Administration agrees to notify the Association when vacancies of position occur by providing the Association President with a copy of all positions and supplementals posted. A position shall be considered vacant when an employee has resigned, is discharged or has transferred to another position; or when a new position is established. Should the District have a vacant position that they choose not to fill, they will also notify the President of that information.

6.0681 Summer Time Posting - Employees shall receive the posting of vacancies and supplementals in their direct deposit slips or via e-mail if receiving e-mail direct deposit slips during the summer months.

6.07 Transportation Regulations

6.071 Extra Routes - Extra routes are to be taken by assigned drivers on a yearly basis unless it conflicts with regular route time.

6.072 Drivers to be Familiar With Route(s) - All drivers are to be familiar with the pre-school routes and any added routes including, but not limited to, JVS and handicapped routes in case of emergencies. Regular drivers are to make a map of pre-school routes.

6.073 Full-Time Drivers Opportunity to Submit Interest to Supervisor - All full-time drivers shall have the opportunity at the beginning of each school year, or at the time of employment, to submit to the transportation supervisor their interest and availability for extra trip assignments.

6.074 Extra Trips Assigned by Seniority

6.0741 All extra trips shall be assigned seasonally to full-time employees by classification seniority from the list of interested and available drivers. If a driver refuses said extra trip, he/she shall not be eligible for another trip until the entire seniority list has been exhausted. If extra trips are unfilled during a season, all bus driver employees will be assigned to fill such trips in reverse order of seniority, on a rotating basis, to the extent possible. The regular route of a drier assigned an extra trip will be covered by a substitute or by combining routes if necessary. In extreme circumstances, where it is not possible to cover an extra trip and run regular routes through a substitute and combining routes, then the extra trip may be assigned to **an** approved district employee or third-party transportation service provider.

6.07411 Extra trips that utilize a van shall be assigned consistent with the regulations in Section 6.071. However, bus drivers shall not be assigned to a van trip if there is an unfilled extra trip requiring the use of a bus.

6.0742 Drivers shall remain with their buses and the school group on the extra trip unless prior to the trip being bid or assigned the Transportation Supervisor notifies the driver that the trip will be a drop and return trip.

6.0743- Out-of-State/Overnight Trips – All out-of-state/overnight bus trips are to be offered first to a regular employed district bus driver prior to subbing out the trips.

6.075 Process of Trading Trips - Trading of trips must be in agreement between the two (2) drivers and the transportation supervisor.

6.076 Drivers Responsibility for Making Inspection of Buses - All drivers are responsible for making a daily pre-trip inspection of their school buses prior to leaving storage as per State Department of Education regulations.

6.077 Operation of Buses to be Within Safety Rules - Drivers will not knowingly operate their buses so as to break any safety rule or regulation in the performance of their duties nor be asked to do so by the Board.

6.078 Bus Drivers - The assignment to all bus routes and trips will be by seniority in the classification of drivers who desire such assignment.

6.079 Bus Aide Minimum Run Time - The bus aide shall be paid his/her hourly wage rate for the actual time worked.

6.0710 Bus Route Established Time - No later than the first week of October of each year, the Administration shall establish the driving time to the nearest 1/4 hour for the regular bus route of each driver. All driving times must originate and conclude from transportation garage. This time shall determine the amount of money the driver earns for the year and be reflected with retro-active pay to the beginning of the school year, within two weeks of when the route times are established with the following exceptions:

6.07101 Increase/Decrease of Route Time Due to Additional Pick-ups or Loss of Pick-ups – If the route of an employee is increased or decreased at least fifteen (15) minutes for five (5) or more days after the established time in 6.21 of this Contract, the driver will receive the increase or decrease as part of their regular salary and paid to the nearest ¼ hour**.**

6.0711 Bus Driver Wages

6.07111 -Calculation of Daily Hours - Bus drivers' daily hours will be

determined by a time check according to the Superintendent's appointee. A minimum of two and one half (2 1/2) hours per day will be paid any driver.

6.7112- Clean-up, Pre-trip Inspection, Show-up as Part of Daily Hour Rate All bus drivers shall be given an extra forty-five (45) minutes for clean-up, pre-trip inspection, fuel-up, show-up and miscellaneous in addition to their regular route time.

6.0712 Bus Washing - The outside of buses shall be washed a minimum, of once per month by drivers, weather permitting.

6.0713 Bus Driver Pre-Service Training – Employees newly-hired in the classification of bus driver on or after July 1, 2022, shall be paid a one-time, lump sum payment in the amount of five hundred dollars ($500) in recognition of the twenty-seven (27) hours of required pre-service training completed prior to being employed to operate a school bus with pupils on board. Any employee who receives this one-time, lump sum payment for pre-service training must remain employed with the District as a bus driver for a period of one (1) calendar year after the date of receipt of the five hundred dollar ($500) payment, otherwise, any such employee who receives such payment and is no longer employed by the District as a bus driver within one (1) calendar year following the date of receipt of such payment will be required to repay the entire amount of the five hundred dollars ($500) to the District. The repayment will occur on or before the employee's last day of service as a bus driver and will be made through one of the following means: deduction from final pay issued to the employee by the District, or cashier's check issued by the employee to the District.

6.0714 Trips

6.07141 Hourly Wage Rate: The hourly wage rate for extra trips will be the lowest hourly rate for the bus driver classification on the negotiated salary schedule.

6.07142 Method of Calculation of Trip - Trips are to be calculated from school to school, when scheduled to report**.**

6.071421 Minimum Time of Trip - A minimum trip shall be four (4) hours.

6.07143 Pay For field and Athletic Trips - Field trips and athletic trips are to be paid the same above rate.

6.07144 Distance of Shuttle Trips - Shuttle runs are to be defined as one (1) mile or less from the building they originate.

6.07145 **Pay For Shuttle Runs** - Shuttle runs are to be paid on the above hourly rate.

6.07146 **Responsibility of Submitting Trip Sheet** - Each driver is responsible for submitting a trip sheet on all trips

6.07147 **Association Responsibility for Trip Drivers** – The Association shall guarantee a driver for all trips

6.07148 **Cancellation of Bus Trips and Saturday or Sunday work:** Employees scheduled for bus trips or to work on Saturday and/or Sunday and the scheduled event is cancelled less than two-hours prior to the scheduled time, the employee shall be guaranteed a minimum of two (2) hours pay, Saturday and Sunday trips shall be compensated at the Hourly Wage Rate for Trips, per Article 6.07141.

6.07149 Hourly rate for trips occurring on Sundays, holidays, during school breaks during the school year, and during the months of June and July, will be paid at the highest hourly rate for the bus driver classification on the negotiated salary schedule.

6.08 **Bus Driver Disability** - Should circumstances occur in which a school bus driver cannot perform the duties of driving a school bus because of his/her inability to meet physical or mental requirements mandated by law or the State Department of Education, such driver may be considered for employment in another job classification when positions become available.

6.09 **Cost of License Renewal -**

6.091 CDL License - The Board agrees to reimburse bus drivers the cost to renew their CDL License. The Board will only reimburse for one (1) CDL License renewal in a four (4) or eight (8) year renewal period.

6.092 - If a bus driver leaves employment with the district for any reason within the CDL renewal period, but after the Board has reimbursed the bus driver for CDL License, pursuant to the above provisions, then the bus driver must reimburse the Board for those amounts on a prorated basis, based on the number of years worked in the district.

6.093 – Beginning with the 2017-2018 school year, the Board of Education will reimburse all employees, excluding bus drivers for the cost of renewing licenses required for the employee's position as determined by ODEW, up to twenty-five ($25) dollars. The employee receiving the reimbursement must remain employed with the District for the entire year for which the reimbursement is sought, then reimbursement will be paid upon completion of the contract year.

6.10 Alcohol Drug-Free Work Place

6.101 Board to Provide Drug Free Work Place - Southeastern Local Schools will provide an alcohol/drug-free work place as per the Drug-Free Work place Act of 1988 and the Drug-Free and Communities Act Amendments of 1989.

6.102 Restrictions of Drug Use by Employees - No employee of the Southeastern Local School district engaged in work, or within the work place, shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, including alcohol, as defined by Federal and State law.

6.103 Work Place Defined - "Work place" is defined to mean the site for the performance of work done in connection with Southeastern Schools. The work place includes any school buildings, school property, school owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school related activity, event, obstruction such as field trips or athletic event where students are under the jurisdiction of the school district.

6.104 Board's Obligation to Help Employees - The Board is willing to help an employee who has a drug and/or alcohol problem. The employee assistance program, however, will be limited to the extent of the school's insurance carrier.

6.105 Employee to Notify Administration of an Infraction - An employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for violation occurring in the work place, as defined above, not later than five (5) days after such conviction.

6.106 All Attempts Made to Ensure Confidentiality - The Board understands that confidentiality in dealing with an employee's drug and/or alcohol problem is significant to the overall effectiveness of that employee. Therefore, all attempts to guarantee confidentiality will be pursued.

6.107 Employees Who Violate Policy - An employee who violates the terms of this policy the employee may be disciplined up to and including termination. The Superintendent has the authority to suspend with or without pay. The Board has the authority to terminate an employee following termination proceedings as outlined in 6.16 "Discipline, Suspension and Termination" of this Contract.

6.108 Board to Pay For Time of Bus Drivers to Take Test - The Board agrees to pay one (1) hour minimum to the bus driver for time lost taking the drug test.

6.109 Employee Alcohol and Drug Testing – All employees are subject to

alcohol and drug testing either upon reasonable suspicion of substance abuse or after an accident as authorized by O.A.C. 4123-17-58.

6.11 Employee Assistance Program (EAP)

6.111 Plan Developed to Assist Employees - The Board recognizes that the abuse of mood-altering chemicals (drugs/alcohol) by employees may affect job performance and may indicate a primary medical problem; chemical dependency, treatable illness. The Board therefore establishes an Employee Assistance Program, hereinafter referred to the "EAP", to assist employees in receiving appropriate help.

6.112 Plan to be Voluntary - The EAP shall be voluntary and available to all employees and shall promote awareness, prevention, intervention, and referral to evaluation/treatment services. Although evaluation and treatment are basically the responsibility of the individual, many treatment services may be fully or partially covered by the Southeastern group medical insurance. Participation by an employee in the EAP will not jeopardize job security or promotion. However, if the employee fails to respond to treatment and job performance continues to be significantly affected, disciplinary action will be implemented

6.113 Superintendent to Establish Plan - The Superintendent of Schools is authorized to take actions necessary to establish, maintain, and evaluate the EAP.

6.114 Ways of Employees Obtaining Assistance - Employees may obtain professional assistance through the EAP in one of the following ways:

6.1141 Self-Referral (including family referral)
6.1142 Supervisor or Administrative referral

6.115 Types of Referral Programs - The following procedures are designed to facilitate each of these types of referral to the program:

6.1151 Self-Referral

6.11511 Employee or Immediate Family - An employee or member of an employee's family who desires confidential assistance for a personal problem should call the EAP representative.

6.11512 Assistance Provided Directly or Indirectly - The EAP representative will either provide the necessary assistance on the telephone or will arrange to see the individual for further confidential consultation.

6.11513 Communication Between EAP Representative And Employee to be Confidential - All communication

between the employee and the EAP representative will be held in the strictest confidence unless the employee requests in writing that the other parties be notified. The employer will in no way require the reporting of names of the self-referred employees or family members.

6.1152 Supervisory or Administrative Referral - The basis of a referral to the EAP by a supervisor or administrator must be:

6.11521 Decline in the employee's work performance; or

6.11522 A series of particular on-the-job incidents which indicates the possible presence of a chemical;

6.11523 A flagrant incident which indicates the possible presence of a chemical.

6.1153 Supervisor or Administrator's Contact with EAP Representative -The administrator or supervisor may call the EAP representative to discuss the basis of the referral. The supervisor should make available to the EAP representative all information relevant to the employee's performance problem.

6.1154 Supervisor Meeting After Contact With EAP Representative - The administrator or supervisor should have a meeting with the employee to discuss the performance problem and the possible disciplinary action that could be assessed if the situation continues.

6.1155 Supervisor to Emphasize Importance of EAP to Employee - After the employee has been confronted, the supervisor should advise him or her of the availability of confidential professional assistance for any work-hampering personal problem, and strongly encourage the employee to obtain an appointment with the EAP representative. Though the final decision to use the program must be left up to the employee, the supervisor should emphasize the importance of the EAP.

6.12 **Tobacco-Free Work Place** - The Board of Education is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students.

For purposes of this, "use of tobacco" shall mean all uses of tobacco, including but not limited to cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, vape/vapor, e-cigarettes, and any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and other lighted smoking

devices for burning tobacco or any other plant.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the board does not condone the use of tobacco, the Board prohibits the use of tobacco by classified staff members at all times within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to school grounds and any school-related event, except in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

6.13 Personnel File

6.131 Superintendent Responsible For System - The Superintendent will be responsible for the system.

6.132 Persons Who Have Access to File - Appropriate school personnel authorized to have access to the personnel files are the Board Treasurer, administrative and supervisory persons, responsible employees, State Department of Education and Board officials responsible for determining proper maintenance of such records, authorized law enforcement officials, individuals with a court order to release such records, the individual, or an attorney authorized by the individual.

6.133 Right of Persons to See File - Individuals, other than appropriate school personnel, wishing to review personnel records shall:

6.1331 Request to be in Writing - Request access to a specific file, in writing, at least forty-eight (48) hours in advance. A copy of the request shall be given or mailed to the employee within twenty-four (24) hours of the request.

6.1332 Records Reviewed in Presence of Administrators - Review the records in the presence of the administrators designated to maintain such records.

6.1333 File Cannot be Altered - Make no alterations or additions to the record nor remove any materials therefrom.

6.1334 Person Must Sign Log - Sign a log attached to the file indicating date, name and address of the person reviewing the file.

6.1335 After 36 months a bargaining unit member~~s~~ may request that information/document(s) in the personnel file be reviewed/removed upon mutual agreement of the bargaining unit member, the administrator making the entry, and the Superintendent. The

Superintendent's decision is final and not appealable through the grievance process. (Note: a document may be removed from the Personnel File, but it cannot be destroyed.)

6.134 Records to be Made Available for Public Review - Personnel records shall be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43 (A) (1):

6.1341 The filing cabinets shall be fire resistant and locked when the office is unattended;

6.1342 Employees shall have the right to review their file at reasonable times during the normal working day;

6.1343 Reasonable effort will be made to notify an employee when information from the employee's file has been made available to any person under court order, except Grand Jury;

6.1344 An employee may review his/her file upon request;

6.1345 Disciplinary material placed in the employee's personnel file shall include the initials of the employee and administrator placing the material in the file, with the date of examination by the employee and the date the material was placed in the file;

6.1346 The employees' initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/she will have the opportunity to reply to any critical material in a written statement to be attached to the filed copy;

6.1347 Anonymous letters or material shall not be placed in an employee's file, nor shall they be made a matter of record.

6.14 Contract Sequence (Including Probationary Period) - Upon employment, all employees shall receive a one (1) year probationary contract. If re-employed, the employee shall be granted a two (2) year limited contract. After the completion of the two (2) year contract, if the employee is re-employed, the employee shall have attained continuing contract status.

6.15 Criminal Records Check - It is acknowledged by SELESP that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by the Ohio Revised Code. It is expressly agreed between the Board and SELESP that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outline in the Ohio Revised Code which prohibit, by law, the Board from employing the individual. If any discharge of an employee must occur, the mandates of R. C.s 3319.08 (Termination Statute) shall

not be required.

6.151 Board reimbursement of the Costs of Certification/permits and background checks -

The Board of Education will reimburse bus drivers for up to but not to exceed $60.00 or $30 (if only BCI background check is needed based upon parameters of ORC) respectfully in any given six (6) year period of any costs incurred related to state and federal background checks and fingerprinting as required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate or completed background check. The Board will only reimburse for one (1) BCI or FBI background check per individual per six (6) year period.

Beginning with the effective date of this master agreement the Board of Education will reimburse all employees excluding bus drivers for up to but not to exceed $60.00 or $30 (if only BCI background check is needed based upon parameters of ORC) respectfully in any given five (5) year of any costs incurred related to state and federal background checks and fingerprinting as required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate or completed background check. The Board will only reimburse for one (1) BCI or FBI background check per individual per five (5) year period

If an employee, excluding bus driver, leaves employment with the district for any reason within the five (5) year period but after the Board has reimbursed the member state and federal background checks and fingerprinting costs pursuant to the above provisions, then the member must reimburse the Board, for those amounts on a prorated basis based on the number of years worked in the district.

6.16 Sub Contracting - During the term of this Contract, if the Board elects to sub-contract any existing work performed by bargaining unit members, the Board shall follow procedures in accordance with ORC 4117. In the event bargaining takes place, the Association shall have a right to strike in the event an agreement cannot be reached and the impasse procedure has been exhausted.

6.17 Breaks - All employees, excluding bus drivers, who work five (5) hours or more per work day shall be given a fifteen (15) minute paid break without duties prior to and after the meal during the employee's work day.

6.18 Pay for Employees Who Perform Extra Duties - Employees who report to perform additional duties such as checking the boilers, etc., shall be paid his/her hourly wage rate for a minimum of one (1) hour.

6.19 Lunch Period - Each employee, excluding bus drivers, who works five (5) hours or more shall have a non-paid thirty (30) minute-duty free lunch period during the regular work day unless job specifies a working lunch period.

6.20 Progressive Discipline

6.201 Progressing Discipline Process - The administration may take Progressive Disciplinary action against any employee for violations of, or failure to comply with, any provisions of this contract, rules and regulations adopted by the Board, or administrative rules, guidelines, or practices. It shall be the administrator's decision at which step to begin, dependent upon the nature and magnitude of the conduct bringing about the reprimand. The administrator shall give the employee prior notification of any discipline to take place and inform the employee that they can have Association Representation in accordance with Weingarten Rights at any level of the discipline. If the discipline originates at 6.2314, a hearing shall take place within five (5) days from the notification of the suspension. No discipline shall be given without good and just cause which is appropriate for each level of discipline. Progressive Discipline includes the following steps:

6.2011 Verbal Warning - A verbal warning of the improper act may be given to the employee and a conference with the supervisor will be held. A warning may be given in private. It is expected that most cases will be disposed of at this step. Such verbal warning may be recorded in the employee's personnel file employee is to sign and date that they have received the verbal warning.

6.2012 Written Warning - A written warning signed and dated by the supervisor shall be given to the employee with a copy forwarded to the Superintendent, after a meeting with the employee to discuss the issue and present clear due process to correct the issue. Due process for correction shall be included in the written reprimand. The written warning shall be signed and dated by the employee; such signature indicating the employee has seen the warning, not necessarily agreeing with the content. A copy of an initialed written warning shall be placed in the employee's personnel file.

6.2013 Discipline on Letter Head - A letterhead letter of discipline signed and dated by the supervisor must be placed in the employee's personnel file. Within five (5) working days of issuance of a letterhead letter of discipline, a conference shall be held with the employee, supervisor, Superintendent, and Association representative. Due process for correction shall be stated clearly in the conference and in the letterhead letter.

6.2014 Nature of Discipline May By-pass Steps - Depending upon the nature and magnitude of the conduct bringing about the reprimand, the Superintendent may recommend to the Board that the employee be suspended without pay for up to three (3)

contract days. A conference shall be held prior to any suspension to discuss the issue and present clear cut due process for correction. Due process for correction shall be included in the written notice of suspension.

6.202 Right of Employee to File Grievance - If a member feels he/she has been unjustly reprimanded, he/she may file a grievance, and, should the member prevail in the full adjudication of such grievance, then all records of such reprimand shall be removed from all personnel and anecdotal records and the employee will be made financially whole.

6.203 Grievance to be Filed at Step Three - To expedite the grievance, the grievance will be initiated at the third step of the grievance procedure.

6.2031 Serious Infractions Can Lead to Termination - If the infraction set forth in paragraph 6.2214 is of a very serious nature, the employee may be suspended/terminated, subject to applicable provisions of this Article.

6.204 Board's Right to Terminate if Infraction of a Serious Nature - Nothing herein shall preclude the Board from instituting contract termination proceedings pursuant to 3319.081 of the Ohio Revised Code at any time for any misconduct of an employee when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

6.205 Mutual Acceptance to Extend Time Lines - Under extenuating circumstances the parties may mutually agree to extend the time line.

6.21 <u>Staff and Student Awareness</u> – The Board recognizes that in the interest of the safety of the district's students that if necessary classified employees will be updated annually on any and all medical and/or behavioral issues/concerns that may need addressed. These issues should be those conditions that could cause a medical emergency or a behavioral/safety issue for the employee or other students.

6.211 With assistance from the clinical aide, each supervisor (building principal or transportation supervisor) shall annually provide and update such information to the designated employees.

6.212 All employees should understand that all such information is confidential and is subject to disciplinary action for disclosure to other individuals.

6.213 Annual training will be provided for all staff on PBIS.

6.22 <u>Association/Superintendent and Association/ Building Liaison</u>

6.221 Selection of Committees - By November 1 of each year, an Association/Superintendent and Association/Building Liaison

Committees shall be established to facilitate communication between the Association, Administrators, and the Superintendent. The purpose of these Committees are to discuss building-level and district-wide issues and concerns and to provide a forum for communications regarding concerns pertaining to the smooth functioning of the educational system. For purposes of this Section "Building" refers to Miami View and the High School.

6.222 **Committee Representation and Meeting Requirements** - The Committees will consist of the Association President, up to three (3) representatives from the Association, an administrative appointee of the Superintendent/Principal, and the Superintendent/Principal. The Committee shall meet monthly unless altered by mutual consent.

6.223 **Committee Member Stipend** – The Board will pay a stipend for Association members serving on the Committees equal to the member's regular hourly rate of pay for one (1) hour for each Committee meeting.

6.23 **Saturday/Evening Intervention –** If no teacher has agreed to perform Evening/Saturday Intervention duties it may be assigned to a classified employee who will be paid eighteen dollars ($18) per hour for such assignment.

ARTICLE SEVEN - REDUCTION IN FORCE/EVALUATION

7.01 Reasonable Reductions In Nonteaching Employees.

The board of education may adopt a resolution ordering reasonable reductions in the number of employees for return to duty of regular employees after leaves of absence, suspension of schools, territorial changes affecting the district, decreased enrollment of pupils, or financial reasons.

In making any reduction under this section, the board of education shall proceed to suspend contracts in accordance with the recommendation of the superintendent of the district who shall, within each job classification affected, give preference first to employees under continuing contracts and then to employees on the basis of seniority. On a case-by-case basis, in lieu of suspending a contract in whole, the board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

Any employee whose continuing contract is suspended under this section shall have the right of restoration to continuing service status by the board of education in order of seniority of service in the district, if a non-teaching position for which the employee is qualified becomes vacant or is created by the Board within twenty-four (24) months of the employee's effective date of layoff. No nonteaching employee whose continuing contract has been suspended under this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the district.

7.02 **Board to Notify Employee of Lay-Off** - In the event of a planned reduction in force the Board agrees to notify the employee and meet with that employee thirty (30) days prior to the layoff.

7.03 **Layoff to be in Order of Seniority** - In any affected classification, the employees shall be laid off beginning with the least senior employee and continuing in inverse order of seniority until all affected employees are laid off.

7.04 **Bumping in Classification to be by Seniority** - All bumping within classification shall be based on classification seniority with the least senior employee in the classification being displaced.

7.041 Employees who have previously worked in and who have accumulated seniority in another classification may elect to bump back into a classification, displacing the least senior employee of that classification,

so long as the employee electing to bump has the qualifications to perform the work in the classification the employee is bumping into. Themployee shall be placed on the step immediately following the step they were on when they last left the classification prior to exercising bump.

7.05 **Employee to Remain on Recall List for Two (2) Years** - Any employee laid off shall retain recall rights for a period of two (2) years layoff until all laid off employees are recalled or have exhausted their recall rights.

7.06 **Responsibilities of Employees While on Layoff** - It shall be the employee's responsibility to notify the employer of their current address. The employee will be notified by certified mail of the recall to their job classification. The employee shall respond within ten (10) days of receipt of the notice of recall. Failure to respond to the notice shall terminate all recall rights.

7.07 **Process Does Not Waive Boards Right to Non- Renew** - This section in no way affects the Board right to non-renew or terminate according to Ohio Revised Code.

ARTICLE EIGHT - JOB DESCRIPTIONS/PERFORMANCE EVALUATION

8.01 **Job Descriptions** - No bargaining unit member shall have his/her job description altered or changed without the employee and Association first being notified of changes or alterations. The job descriptions set forth the basic duties of bargaining unit members and may be amended with the consent of the SELESP and the Board.

8.02 **Job Descriptions For Bargaining Unit Members**

8.021 Aides
- **8.0211** Bus
- **8.0212** Educational
- **8.0213** Monitor
- **8.0214** Clinical

8.022 Bus Drivers
8.023 Cafeteria Employees
- **8.0231** Cook/Cashier
- **8.0232** Cook

8.024 Custodial Employees
8 025 Custodial/Maintenance Employees
8.026 Library Clerk
8.028 Secretaries
8.030 Substitute caller

8.03 **Board to Comply with FLSA and OSHA Regulations:** The Board agrees to fulfill all legal requirements according to FLSA and OSHA regulations in regard to blood borne pathogens.

8.031 **Safe Place to Work:** It is the intention of the Board to provide a safe work environment. In the event of unsafe working conditions, the employee shall retain all legal rights contained in the Ohio Revised Code in the regulation of continued work.

8.032 **Additional Working Conditions for All Classifications:**
- **8.0321** Occasional exposure to blood, bodily fluids, and tissue.
- **8.0322** Occasional operation of a vehicle under inclement weather conditions as per contract Article 6.077.
- **8.0323** Occasional interaction among unruly children.

8.04 Aides

8.041 Educational Aide (Instructional):

8.0411 Qualifications – Be of good character, in good health**,** have a high school diploma or equivalent, have general knowledge of office skills, including typing and filing, and be willing to work with others.

8.0412 Responsible to – Principal.

8.0413 General Duties – Assisting the teacher in the performance of duties for the effective and efficient operation of the classroom and the district.

8.0414 Specific Duties:

8.04141 Prepare materials for class projects.
8.04142 Assists in maintaining bulletin boards.
8.04143 Keep permanent records up-to-date.
8.04144 Types masters for duplicating.
8.04145 Duplicates materials for class.
8.04146 Grades papers.
8.04147 Distribute communiques to be sent home with the children.
8.04148 Compiles and maintains inventory records.
8.04149 Administers basic first aid to children when needed and/or seeks appropriate help.
8.04150 Takes daily attendance and lunch count.
8.04151 Types and handles correspondence.
8.04152 Helps children with minor problems.
8.04153 Works with children in small groups.
8.04154 Collects lunch money, milk money, and money for related activities of the classroom to which she/he is assigned.
8.04155 Supervises general housekeeping chores which are not of a custodial nature.
8.04156 Assists the teacher in supervision of various classroom activities, field trips and other related functions.
8.04157 Works with the library in locating lost and over due books as directed by the Supervising Teacher.
8.04158 Assists in setting up and operating audio-visual equipment.
8.04159 Performs other duties, which are related to the general and specific duties found in this section as assigned by the supervising teacher.
8.04160 Copies and sends discipline letters to parents.
8.04161 Student records and co-op orders
8.04162 Answer telephones when secretaries are out of the office.
8.04163 Processes purchase orders.
8.04164 Covers classrooms only when necessary.

8.042 High School Study Hall Aide

8.0421 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with students and be able to maintain discipline and duties within the classroom setting.

8.0422 Responsible to – Principal.

8.0423 General Duties – Supervise students assigned to study hall, lunchroom and other stations.

8.0424 Specific Duties:

- **8.05241** Supervise students assigned to study halls, lunchroom or other areas as assigned.
- **8.04242** Helps students with minor problems.
- **8.04243** Takes attendance and reports absences and tardies.
- **8.04244** Assists in regular hall monitoring (and rest rooms).
- **8.04245** Makes seating charts for study halls.
- **8.04246** Keeps accurate track of tardies and eligibilities.
- **8.04247** Handle discipline problems in accordance with building rules.
- **8.04248** Maintain an atmosphere conducive to area where students are assigned.
- **8.04249** Administers basic first aid to children when needed and/or seeks appropriate help.
- **8.04250** Excuses students to go to rest room, library and so forth, in an orderly and approved manner.
- **8.04251** Performs other duties, which are related to the general and specific duties found in this section assigned by the supervising administrator.

8.043 Clinical Aide

8.0431 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with students and be able to maintain discipline and duties within the classroom setting.

8.0432 Responsible to – Principal.

8.0433 General Duties – To provide emergency first aid treatment, update health records, and clerical duties as assigned by the building principal.

8.0434 Specific Duties:

- **8.04341** To provide first-aid service to students and staff.

8.04342 To conduct or assist in dental and hearing screening, vision screening, scoliosis screening, and head lice screening.

8.04343 To assist faculty in health-related instruction upon request of the teacher with the approval of the principal.

8.04344 To maintain and/or assist in maintaining health records of students with the local health department.

8.04345 To assist the school office staff in various office duties, i.e. attendance records, distribute mail, merit rating records, and so forth.

8.04346 To administer medication to students according to school policy.

8.04347 To keep a record of all students treated in the clinic.

8.04348 To check, refer, and report, if necessary, all contagious illnesses.

8.04349 To assist in keeping an inventory and maintenance of clinic supplies.

8.05 School Bus Driver

8.051 Qualifications - Be of good character, in good health, have a high school diploma or equivalent, eighteen (18) or older, be physically qualified by the required annual physical examination. Drivers must have a valid driver's license and complete a pre-employment driver's training program, basic bus driver's education program, and hold a bus drivers certificate and a valid CDL.

8.052 Be Responsible to – Director of Transportation and/or Superintendent.

8.053 General Duties – The school bus driver is responsible for the safe and efficient transportation of school pupils; maintaining discipline on the bus and promoting good public relations by personal appearance, attitude, conversation and the appearance of the bus.

8.054 Specific Duties:

8.0541 Safety check of the school bus before each run.

8.05411 In cold weather, warm up the engine gradually. Do not "race" the engine. Be sure windshield, side window and all mirrors are clear.

8.05412 Before starting on a school bus route to pick-up or discharge students, the driver shall check the bus in accordance with CDL, Ohio Revised Code, and Ohio Department of Education requirements.

8.0542 Operation of the school bus.

8.05421 Do not exceed posted speed limits.

8.05422 Inform the transportation coordinator of any change you think necessary for more efficient routing, but get his permission before you make any route changes.

8.05423 Establish and post in your bus a time schedule for your route and maintain that schedule as close as possible. Never be ahead of schedule. If conditions make you late, get to school as soon as you can do so safely.

8.05424 Be responsible for maintaining discipline; instruct riders in proper loading and unloading procedure and emergency evacuation procedure; instruct riders on where to wait for your bus and how and when to cross streets and highways.

8.05425 Individual discipline problems should be handled by the driver whenever possible; taken to the transportation supervisor when necessary and referred to the individual's principal as a last resort.

8.05426 In case of an accident, see to the safety of your passengers and bus; inform the transportation supervisor and complete the necessary accident report forms.

8.05427 Reports equipment malfunctions to the transportation supervisor.

8.05428 Will be present or available at all Bus Driver meetings and in the event of emergency dismissal if at all possible.

8.05429 Develop seating charts for students on the bus.

8.0543 Miscellaneous

8.05431 Drivers will fulfill their obligations in completing reports, schedules, pupil lists, accident and maintenance or other reports required by their supervisor.

8.05432 For continued employment drivers must conform to all state regulations concerning certification and physical examinations, as well as both state and district rules and regulations concerning safe, efficient bus operations. CDL and yearly physical to be paid by the Board.

8.05433 Buses should be cleaned inside daily.

8.05434 In case of sickness, the driver shall contact the supervisor.

8.05435 Performs such other duties which are related to those specific and general duties as defined in this section as assigned by the Transportation Coordinator.

8.05436 Drug Testing will be done as required by CDL regulations.

8.05437 Administers basic first aid to children when needed and/or seeks appropriate help.

8.06 Cook/Cashier/Dishwasher

8.061 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, and display a sincere interest in the success of the Food Service program, be neat, clean, and presentable, be at least eighteen (18) years of age, and have the ability to organize and carry out lunch room procedures.

8.062 Responsible to - Directly responsible to the Food Service Supervisor.

8.063 General Duties – Helps prepare and serve in an acceptable manner and prepares lunchroom receipts and documents.

8.064 Specific Duties:

8.0641 Follows carefully all directions given by the Food Service Supervisor.

8.0642 Works diligently at his/her specific tasks and offers help to others when needed.

8.06421 Thoroughly acquaints themselves with every procedure in the lunchroom.

8.0643 Maintains orderly and clean work areas.

8.0644 Takes personal pride in personal appearance.

8.0645 Maintains the highest standards of sanitation.

8.0646 Keeps accurate record of all money and daily tab sheets, including the preparation of deposits of lunchroom receipts.

8.06461 Receives payments for cafeteria lunches.

8.06462 Responsible for record keeping as required by the Food Service Supervisor.

8.0647 Prepares Production Sheets.

8.0648 Make sure the Daily Work Sheet checks with the milk delivery slips.

8.0649 Add Daily Work Sheet and balance before sending them to the Food Service Supervisor's office.

8.0650 Tally daily start/end count of milk on hand.

8.0651 Operates and maintains dishwasher.

8.0652 Attend workshops as approved.

8.0653 Performs any other duties, which are related to the duties within this section of this agreement, including cashier and dishwashing, as directed by the Food Service Supervisor.

8.0654 Provides basic first aid to children when needed and/or seeks appropriate help.

8.0655 Notify Food Service Supervisor of absence in advance so he/she can obtain a substitute.

8.07 Custodian

8.071 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, express a willingness to work with others.

8.072 Responsible to – Principals and in the absence of the Principal to the Maintenance/Transportation Supervisor.

8.073 General Duties – Perform custodian work required for the routine care, maintenance, protection, and preservation of the assigned building, its contents, and grounds.

8.074 Specific Duties:

8.0741 Performs necessary janitorial duties, such as sweeping, mopping, dusting, washing walls, windows and fixtures.

8.0742 Keeps building in neat and presentable fashion, changing light bulbs and moving furniture.

8.0743 Cooperates with others on the staff.

8.0744 Reports to Maintenance/Transportation Supervisor needed repairs and possible dangerous situations.

8.0745 Assist in handling of shipments, deliveries and materials in the building.

8.0746 Assist in the snow and ice removal from school walks.

8.0747 Performs other duties, which are related to those specific and general duties as assigned by the Principals or Maintenance/Transportation Supervisor.

8.0748 Administers basic first aid to children when needed and/or seeks appropriate help.

8.0749 Assists in moving and arranging furniture and equipment.

8.0750 Maintains custodial equipment and materials.

8.0751 Assists lunchroom staff in the removal of refuse from garbage cans and performs emergency cleanup.

8.0752 Opens and secures building each day.

8.0753 Provides custodial duties during the summer under the supervision of the Maintenance/Transportation Supervisor.

8.0754 If courier, delivers mail on appropriate schedule efficiently and safely.

8.08 Library Clerk

8.081 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, and be able to type and perform other general clerical duties which are related to that of an educational aide.

8.082 Responsible to - Principal

8.083 General Duties – Organize and maintain school library/media center.

8.084 Specific Duties:

8.0841 Assist in the circulation of materials.

8.0842 Helps students locate books and materials.

8.0843 Assists in purchasing and processes new library books and materials.
8.0844 Performs typing and clerical duties as assigned.
8.0845 Maintains proper student management.
8.0846 Coordinates the disbursement of audio-visual equipment.
8.0847 Instructs and coordinates student helpers.
8.0848 Maintains an up-to-date equipment and supply catalog file.
8.0849 Maintains shelves in good order.
8.0850 Assists in collecting data for reports.
8.0851 Communicates with teachers regarding new services and materials as directed by the librarian in charge.
8.0852 Instructs teachers and students in the operation and care of equipment.
8.0853 Repairs books and equipment as necessary.
8.0854 Maintains computer catalogue system.
8.0855 Assist teachers and students in project work which is done in the computer catalogue system.
8.0856 Performs other duties, which are related to the general and specific duties set forth in this section.
8.0857 Assists with end of year inventory.
8.0858 Administers basic first aid to children when needed and/or seeks appropriate help for the student.
8.0859 Assists in monitoring students assigned to In-School Suspension or Individual Learning Plan.

8.09 Secretarial

8.091 Building Secretary

8.0911 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, valid driver's license, be proficient in office procedures, office equipment, word processing, office computer software, filing, be tactful, diplomatic in presentation and in the performance of the duties as assigned.

8.0912 Responsible to – Building Principal and to the Board Treasurer for the money transactions of the school building.

8.0913 General Duties – Serves as secretary to the Principal and receptionist for the general office. Typing ability with overall knowledge of general office procedures and duties. The ability to operate various office machines/computers.

8.0914 Specific Duties:
8.09141 Maintains respect at all times for confidential information.
8.09142 Performs duties of receptionists and maintains a pleasant attitude.
8.09143 Effectively operates various office machines/computers.

8.09144 Prepares and maintains an adequate filing system for the Principal.

8.09145 Receives telephones calls, responds appropriately and correctly, and makes proper disposition of such.

8.09146 Arranges appointments for the Principal as related to his/her duties to the Board.

8.09147 Maintains an accurate pupil attendance record.

8.09148 Prepares various reports as requested by the Principal.

8.09149 Sorts and distributes the daily mail.

8.09150 Counts and distributes educational materials to be sent home with the students.

8.09151 Distributes inventories to appropriate departments of all items owned by the Board, responsible for inventory of office items.

8.09152 Types, assembles, and distributes information, reports, suspension letters, disciplinary actions and agenda's as required by the Principal.

8.09153 Types purchase orders and requisitions as required by the Principal, checks in supplies and equipment received by vendors.

8.09154 Acts as a bookkeeper of the general fund for the school and student activity accounts. Make daily deposits of said monies.

8.09155 Responsible for transcribing and typing correspondence, reports, charts, student records, transcripts, as required by the Principal.

8.09156 Compiles home room lists.

8.09157 Maintains sick leave records for staff.

8.09158 Assists students and receives a variety of questions and requests and sees that such matters are disposed of promptly, correctly and tactfully.

8.09159 Check students signing in/out, receives and maintains absence notes, writes tardy slips, responsible for students' daily attendance list.

8.09160 Responsible for scan/printing of grade cards, send transcripts for graduates, distributing grade cards, issues lockers and combinations as required by Principal.

8.09161 Supervise and assist student office workers.

8.09162 Assists clubs and class advisors with forms and procedures for the student activity funds.

8.09163 Maintains records of student fees paid/owed.

8.09164 Assists in maintaining copier/printer used by teachers and other staff, i.e., toner, paper needs, etc.

8.09165 Process working permits for students; follows procedures as per Clark County Education Service Center.

8.09166 Assists in dispensing/maintaining supplies to staff.

8.09167 Operates and is knowledgeable of the computer system used for Education Management Information System (EMIS).

8.09168 Enters and maintains student records in SIS required by EMIS, i.e., Student records, teacher records, homerooms, course records, absence records, and yearly calendar.

8.09169 Transfers necessary SIS information into EMIS.

8.09170 Attends in-services to enhance facilitation of EMIS information.

8.09171 Receives and routes incoming electronic mail.

8.09172 Performs required duplicating work as requested by administration for the operation of the office.

8.09173 Performs other duties, which are related to those specific and general duties as defined in this section as assigned by the Building Principal.

8.09174 Assists in administering medication when necessary. The Board shall provide training for this duty.

8.09175 Administers basic first aid to children when needed and/or seeks appropriate help.

8.092 Guidance Office Secretary

8.0921 Qualifications - Be of good character, in good health, have a high school diploma or equivalent, have the ability to assist students, school personnel, parents and visitors in making appointments with Guidance Counselors; maintain a confidential atmosphere at all times; demonstrate organization in filing and in coding system of guidance literature; have the appropriate communication and typing skills; possess tactful and pleasing mannerisms in daily associations with people.

8.0922 Responsible to – Guidance Counselor and Principal.

8.0923 General Duties – Serves as secretary for the Guidance Office and performs such duties as associated with general office operations.

8.0924 Specific Duties:

8.09241 Acts as receptionist for the guidance office, answering phones, greeting guests, making appointments.

8.09242 Assists in processing incoming students and adding information to computer systems.

8.09243 Helps to maintain records on all students:

8.092431 submitting transfer and withdrawal information;

8.092432 updating changes in MVECA

8.092433 maintaining current updates in the computer system for student proficiency testing.

8.092434 convert courses and grades of new students from their previous school and entering them into the permanent records.

8.092435 checking and updating student records for GPA and ranking on a semester basis and running necessary reports from MVECA to obtain GPA Rank information.

8.092436 assist in preparing progress reports for mailing and compiling reports for staff distribution.

8.092437 handling/screening student questions in regards to colleges, scholarships, and providing correct information and applications.

8.092438 prepare transcripts for college applications and scholarships, transfer students and sending for transcripts for new students.

8.09244 Help maintain the college catalog library in the Guidance Office.

8.09245 Maintain scholarship information:

8.092451 updating all information

8.092452 providing students with necessary information and applications;

8.092453 maintain a list of all available scholarships and announce deadlines for applications.

8.09246 Help maintain files and filing in the Guidance Office.

8.09247 Administer basic first aid to children when needed and/or seek appropriate help.

8.09248 Arranges and updates guidance literature in office and hall.

8.09249 Performs such other duties as related to the duties of this section of the contract as assigned by the Guidance Counselor and/or Principal.

8.10 School Bus Driver Aide

8.101 Qualifications – Be of good character, in good health, have a high school diploma or equivalent, and hold appropriate first aid and CPR certificates.

8.102 Responsible to – Transportation Supervisor

8.103 General Duties – Responsible with driver for safe and efficient transportation of school pupils within the guidelines of state law and policies as established by the Board.

8.104 Specific Duties:

8.1041 Is jointly responsible for the safe condition of the students on the bus.

8.1042 Assist driver in making necessary reports on discipline problems to the proper authority.

8.1043 Maintains pupil control and reports violations to the proper authority.

8.1044 Keeps accurate records and submits all reports at time specified.

8.1045 Reports any hazardous conditions to the driver and to the Transportation Supervisor.

8.1046 Maintains routes and time schedules as planned with the Transportation Supervisor.

8.1047 Uses properly approved procedures for reporting all discipline problems.

8.1048 Assist driver in loading and unloading of pupils during the regular route.

8.1049 Contacts the Transportation Supervisor in cases of illness so as to allow time for the Supervisor to secure a proper substitute.

8.1050 Promotes good public relations by his/her personal appearance, attitude, conversation and the appearance of the bus.

8.1051 Shares in the responsibility for driving for a school sponsored field trip when qualified and licensed, only in an emergency situation.

8.1052 Administers basic first aid to children when needed and/or seeks appropriate help for the student.

8.1053 Performs such other duties, which are related to those specific and general duties as defined in this section, as assigned by the Transportation Supervisor.

8.1054 Is present when requested at meetings and is available in event of emergency dismissal if at all possible.

8.11 Substitute Caller

8.111 Qualifications – Be of good character, in good health, have a high school diploma or equivalent. Have a pleasant phone manner.

8.112 Responsible to – Superintendent/Designee

8.113 General Duties – Responsible for providing substitute teachers for all absent district staff.

8.114 Specific Duties:

8.1141 Establish communication procedures with each building administration.

8.1142 Establish a list of substitutes, with details on which schools in which areas they will substitute.

8.1143 Establish a record keeping system that will allow the tracking of substitutes and where they are scheduled to work.

8.1144 Establish reasonable and regular evening and morning hours to be available for calls from administration and to make calls for substitutes.

8.1145 Have available a phone line, phone, and answering machine.

8.1146 Maintain a pleasant working relationship with substitutes and with building administrators.

8.1147 Performs other duties, which are related to the general and specific duties found in this section assigned by the supervising Administrator.

8.12 Interpreter – Tutor

8.121 Qualifications – Be of good character, in good health, have a high schools diploma or equivalent. Associate Degree from an approved interpreter training program. Alternatives to the above qualification as may be found appropriate and acceptable.

8.122 Responsible to – Principal

8.123 General Duties – Under supervision, interprets for hearing handicapped students using the mode of communication that best fits the HI student and conveys the content of the speaker.

8.124 Specific Duties:

8.1241 Interprets educational information and casual classroom conversation to and from the HI student, regular teacher, and regular students.

8.1242 Renders the message faithfully, always conveying the content and spirit of the speaker, using language most readily understood by the HI students whom they serve (e.g., voice of student in the same spirit of the signer, conveying content of speaker).

8.1243 Uses the mode of communication that best suits the HI student's needs (e.g., Signed Exact English, ASL, Pidgin English, etc.)

8.1244 Facilitates communication in the regular classroom without counseling, advising, or interjecting personal opinions, maintaining a professional/objective demeanor.

8.1245 Relates the progress and problems of/with the HI student to the HH teacher periodically.

8.1246 Assists HI students in taking examinations by interpreting only the test items without explanation.

8.1247 Interprets for the HI student in asking questions of the regular teacher.

8.1248 Tutors the HI students as instructed by the HI teacher/classroom teacher.

8.1249 Follows the Southeastern Local Schools discipline policy and school handbooks regarding referrals for discipline.

8.1250 Remains in the regular classroom while any HI students are present during assigned periods; reports to the HI teacher during

unassigned periods, and if two conflicting duties arise at the same time, the HI teacher will determine the priority.

8.1251 Maintains a professional demeanor when interacting with staff, administration, parents, and students in all school situations and settings.

8.1252 Maintains and submits records of time spent in various activities with HI students in order to facilitate preparation of the annual state reimbursement report.

8.1253 Interprets for school activities and related school activities (e.g., Saturday School, orientation, field trips, overnight camp outings, athletic activities and events, staff meetings, parent/teacher conferences, IEP Conferences, banquets, plays, graduation, etc.)

8.1254 Maintains Educational Aide Certificate.

8.1255 Demonstrates regular and predictable attendance.

8.13 Best Practices - The superintendent shall meet two times each year with support personnel in one group. The first meeting shall be prior to the first day of each school year to review district mission, goals and objectives. The second meeting shall be held within three (3) weeks prior to the last day of the school year to review the school year on how the district is meeting their goals/objectives and to encourage input/ideas from the employees on improving practices within the district.

8.14 Purpose of the Evaluation - The purpose of the procedures set forth in this Section is to provide a mechanism for the assessment of an employee's work performance, provide a tool for the employee and evaluator to engage in meaningful dialogue, to achieve effectiveness in the performance of the employee's work assignment and to allow for constructive collaboration between administration/supervisor and the employee.

8.15 Evaluation Procedures

8.151 Evaluator

8.1511 All bargaining unit members and supervisors shall receive an orientation/training on the evaluation process and the evaluation instrument. The SELESP and the Superintendent of Schools shall be jointly responsible for said orientation/training for all bargaining unit members. The Superintendent of Schools shall be responsible for said orientation/training of those who will supervise SELESP members.

8.1512 A written evaluation of the employee will be conducted by the employee's immediate supervisor, principal, or assistant principal. In the event an employee performs work under the supervision of more than one (1) supervisor, the

employee's evaluation may be jointly conducted.

8.152 Schedule for Evaluation

8.1521 All employees will be evaluated according to the schedule listed in 8.1522, 8.1523, and 8.1524 below.

8.1522 Any employee serving in a probationary period (new employee), will be evaluated at least one (1) time during his/her probationary period.

8.1523 An employee during their first two-year limited contract in the District will be evaluated twice a year of said contract at a minimum.

8.1524 Each employee on a continuing contract shall be evaluated every two years.

8.1525 Nine (9) and ten (10) month employees will be formally evaluated on or before May 30th.

8.1526 Twelve (12) month employees will be formally evaluated on or before June 30th.

8.1527 In the event the employee receives a needs improvement or unsatisfactory rating in any area, the employee will be put on a Performance Assistance Plan and will be given at least four (4) weeks following the evaluation before he/she is re-evaluated. The employee also may request to be re-evaluated. The Performance Assistance Plan will include specific target areas in which the employee needs to improve and suggestions advising how the employee can improve in the targeted areas. The employee shall be given a copy of the Performance Assistance Plan.

8.153 Observations - The evaluator shall evaluate each employee based on the observation of his/her performance and/or work product. Direct observations shall be for a minimum of 30 minutes total time in no fewer than 5 minute increments. No hearsay shall be included in the Support Staff Evaluation Form.

8.154 Written Evaluation - The written evaluation report shall be signed by the evaluator and employee and a copy provided to the employee. The employee's signature is merely an acknowledgement of having received the report. It does not indicate agreement or disagreement with that evaluation report. The employee will have an opportunity to submit his/her comments in written form which will be attached to the evaluation.

8.155 Evaluation Conference - Each employee will have the opportunity to discuss the written evaluation report with his or her evaluator prior to the report being filed in the employee's personnel file. Each employee shall be notified no fewer than twenty-four (24) hours in advance of the scheduled evaluation conference.

8.16 Process Review Committee - The Process Review Committee shall be composed of the SELESP President and one representative of his/her choosing and the Superintendent of Schools and one representative of his/her choosing. The committee shall meet at the request of either party to resolve any concerns regarding format, procedure, and/or implementation of the evaluation process.

ARTICLE NINE - LEAVES

9.01 Sick Leave

9.011 Maximum Number of Accumulated Days –Employees shall accumulate sick leave at the rate of one and one fourth (1 1/4) days per month {fifteen (15) days per year}. Sick leave accumulation shall be 265 days.

Employees who have exhausted accumulated sick leave may be advanced up to five (5) sick leave days for use in a contract year (July 1 through June 30).

For bargaining unit members who have accumulated the maximum of 265 days of sick leave, and who need to use sick leave during the school year in which they have reached the maximum 265 days accumulation, any amount of sick leave used will first be deducted from the amount of sick leave days the bargaining unit member would have accumulated for the school year in accordance with the provisions of this section, before any amount of sick leave days used are deducted from the maximum 265 days accumulation.

9.012 Use of Sick Leave - Employees may use sick leave for absence due to
9.0121 Illness
9.0122 Injury
9.0123 Exposure to contagious disease
9.0124 Medical appointments
9.0125 Pregnancy and,
9.0126 For illness or death in the employee's immediate family

9.013 Immediate Family defined - "Immediate Family" is defined as meaning spouse, children, step-children, adopted and foster children, brothers, sisters, fathers, mothers, step-parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, and any other person living in the same household as the staff member.

9.014 Approval of Use of Sick Leave - Employees may use sick leave upon the approval of the Superintendent or other administrative personnel designated by the Superintendent. Employees must provide physician documentation supporting use of sick leave where such use exceeds five (5) consecutive work days. The statement required under this section shall include the reason for the absence so that the Superintendent can determine if the reason for the absence may also qualify under the Family Medical Leave Act (see Section 9.03, below).

9.015 Accumulated Sick Leave of New Employees - New employees shall be allowed to transfer up to one hundred fifty (150) days of the accumulated sick leave to their credit from another public institution within the State of Ohio in accordance with ORC.

9.02 Personal Leave

9.021 Purpose of Leave – Personal Leave shall be granted for the purpose of conducting necessary personal business which cannot be conducted after the normal school hours or on weekends.

9.0211 Notification for Utilization of Leave – The employee shall file **a** request for the leave using the kiosk at least two (2) working days prior to the use of the leave, except in case of an emergency.

9.022 Use of Leave for Unrestricted Days - Each employee shall have the right to use one-half (1/2) day for personal leave.

9.0221 Number of Days of Use Upon request, an employee may be granted up to three (3) days of such leave per year or prorated according to number of work days in total contract. Not less than one-half (1/2) day will be taken at any one time. All days shall be unrestricted unless used during the first two weeks of the school year or the last two weeks of the school year.

9.0222 Restrictions of Unrestricted Personal Leave - No more than three (3) employees assigned to a classification, or ten (10%) percent of the employees assigned to a building, whichever is greater, shall be on personal leave from any building per day.

During the first two weeks and the last two weeks of the school year, any use of personal leave is restricted to the following reasons:

1). Family Responsibility such as:
Wedding
Graduation
Transportation of a family member
Child-care non-illness
Moving
Religious holiday

2). Legal Matters such as:
Court cases
Witness at a trial or court hearing
Meeting with a lawyer
Purchase or settlement of an estate

3). Unforeseen Emergencies such as:
Funerals not covered by sick leave

9.0223 Restrictions of Use of Leave – Personal Leave shall not be blatantly used. Employees are strongly cautioned to use Personal

Leave with considered discretion, particularly with regard to public perception. Abuse of this provision hurts all employees and could result in the loss of the privilege as determined by administration. Further, employees are not permitted to take any leave to perform other employment in or out of the District.

9.023 Specific Information Included in Leave Request – Application for personal-emergency leave through the kiosk will not require a specific disclosure of reasons. The unrestricted leave shall not include a reason.

9.024 Statement to Include Leave Does Not Violate Policy – The employee will also certify in requesting leave through the kiosk that the request does not violate the terms and intent of this Article, however this will not apply to the unrestricted day.

9.025 Discipline For Falsification of Use – Falsification of a statement is grounds for suspension or termination of employment.

9.026 Unused Leave Rollover – Any employee who does not use all their accumulated personal leave within a contract year will be paid at a rate of $10.25 per hour per full day of unused personal leave up to a maximum of three (3) unused days. No partial unused days will be paid. Unused personal leave days will be paid in the last payroll cycle for the contract year (i.e. second pay in August).

9.03 Family Medical Act - Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) of 1993.

Employees are required to notify the Superintendent thirty (30) days in advance of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the staff member must provide notice as soon as practicable when the need for leave will extend beyond ten (10)consecutive days. When the need for leave is not foreseeable, the staff member must provide notice as soon as practicable but by no later than the fifth consecutive school day missed using sick leave (see Section 9.014 above).

Such leave shall not limit or lessen the leave provisions of this Agreement. Provisions of the FMLA shall run concurrently with existing paid leave benefits.

9.04 Assault Leave

9.041 Reasons For Assault Leave - Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code (Sick Leave), the Board will grant assault leave to covered non-teaching employees absent due to injury resulting from assault under the following conditions:

9.0411 Reasons For Absence - Any non-teaching employee who must be absent from his/her duties due to physical injury resulting from an assault by a student or the parent or legal guardian of a student of this system, while on duty and engaged in school-related activities, on or off school premises before, during or after school hours, will be paid his/ her full scheduled compensation for a maximum period of ten (10) days. On the word day that any assault occurs, regardless of injury, an employee may choose to use assault leave for the remainder of the contract day only. Any additional assault leave shall be handled in accordance with the established approved process in the Section 9.04.

If a student is referred to the office for assaulting an aide, that aide shall not be required to accompany that student to the office. If the student requires an accompanying adult to the office, then a suitable alternative adult will be assigned by the building principal or their designee to accompany the student to the office.

9.042 Assault Defined - Assault shall be defined as unprovoked intentional physical touching.

9.043 Prior Proof Prior to Use of Leave - Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of victims and witnesses The employee shall also furnish to the Superintendent a statement of the nature of the injury/injuries and its/their duration which has been signed by a licensed physician. Leave must also be submitted through the kiosk.

9.044 Discipline For Falsification of Leave - Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment.

9.045 Leave Not Charged to Sick Leave - Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C. or any other leave to which the employee is entitled.

9.046 Waiver of Leave if Employee Receives Worker's Compensation - Assault leave benefits shall not be paid if Worker's Compensation benefits are paid to the employee.

9.047 Board's Right to Request Medical Examination - The Board may require

an examination and a certificate from a licensed physician chosen and paid by the Board that the employee was disabled from performance of any duties which the employee is qualified to perform and the nature and duration of such disability.

9.05 Worker's Compensation

9.051 Employee Not Required to Use Sick Leave For Worker's Compensation - In the event of a service-connected illness or injury, as determined by the Industrial Commission, employees will not be required to exhaust sick leave before receiving compensation from the Industrial Commission.

9.052 Option of Employee to Use Sick Leave - Employees may utilize sick leave to receive regular compensation or choose to receive Worker's Compensation benefits, but not a combination of both.

9.053 Rights of Employee Upon Return to Duty - Any employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work.

9.054 Submission of Certification Upon Return - Such application shall include medical certification of ability to assume full-time job responsibilities.

9.055 Time Limits on Submission of Application - 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.

9.056 Drug Testing – Any employee who sustains a work related injury that will be reported to BWC must be tested for drugs and alcohol at the time of the incident that caused the injury.

9.06 Kiosk

All appropriate forms of leave must be documented by the employee through the kiosk. Failure to do so may result in corrective and/or disciplinary action pursuant to Section 6.22 of this Agreement.

9.07 Bereavement Leave – All employees shall be granted up to two (2) days, per contract year (July 1 through June 30) not deductible from sick leave, for bereavement involving death in the employee's immediate family. Any additional days will be deductible from other leave categories (personal leave or sick leave).

9.08 Sick Leave Donation

A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury, and has been advanced and used the additional five (5) sick leave days referenced in section 9.011 above, may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

An Association committee shall review each request sick leave donation. In order to approve a request for sick leave donation, a majority vote of the entire Association committee is required. The Association committee will establish rules and procedures for the allocation and disposition of donated sick leave.

Application for sick leave donation must be submitted to the Association committee. Applications will include, but not be limited to the following information:

- Nature of the catastrophic illness or injury;
- Physician(s') statement as to the condition and the need for sick leave;
- Projected date of return to duty;
- Explanation of previous sick leave usage.

The bargaining unit member shall be informed of the Association committee's decision in writing within three (3) days of the application submission. The decision of the Association committee shall be final.

The Association committee will assume the responsibility for solicitation of donations for approved bargaining unit members, subject to procedures established by the Association committee. A form shall be developed to solicit donations, so that if donations are approved, the forms are submitted to the Treasurer's Office for proper recording and reconciliation of sick leave balances for bargaining unit members who choose to donate and for bargaining unit members who receive donations. Once sick leave donations are approved, the amount of sick leave days donated are forever forfeited by the donating bargaining unit members.

Bargaining unit members may donate any amount of unused sick leave, so long as after the sick leave donation is approved, the bargaining unit member donating sick leave still has at least thirty (30) accumulated sick leave days to

their credit.

A maximum of forty-five (45) sick leave days may be donated to an applicant. If additional sick leave donation is needed beyond the forty-five (45) day maximum, then the bargaining unit member must reapply for consideration by the Association committee.

Sick leave donation does not apply to bargaining unit members who have applied for or received disability status with SERS.

A bargaining unit member who receives sick leave donation under this provision shall not earn or accrue any sick leave while using donated sick leave.

A bargaining unit member who receives sick leave donation under this provision is not eligible to use any amount of donated sick leave days for purposes of calculation of severance. A bargaining unit member who receives sick leave donation under this provision is not eligible to transfer any amount of donated sick leave days upon separation from employment with the District.

ARTICLE TEN - SALARY SCHEDULES AND RELATED WAGES

10.01 **Base Hourly Wage Rate** -

The base Salary for each classification of the Salary schedule shall be increased by one and one-quarter percent (1.25%) for 2026-2027, effective starting July 1, 2026

The base Salary for each classification of the Salary schedule as well as any step increases shall be subject to a contract reopener for the 2027-2028 and the 2028-2029 contract years effective July 1, 2027

Shift step 15 to 13.

Beginning with the 2017-2018 school year, bargaining unit members employed as Secretaries shall be placed on a new column on the Salary Schedule.

10.02 **Shift Differential** - Custodians who work a second shift shall receive shift differential of two and three-fourths (2.75%) percent of the Custodial classification base pay.

10.03 **Severance Pay Policy** – For employees hired prior to July 1, 2020, upon retirement from the District, in accordance with rules of the School Employees Retirement System, (SERS), an employee is eligible to receive payment for the following terms. For employees hired on or after July 1, 2020, employees with ten (10) or more years of service with the District will also be eligible for service based upon the following terms.

Twenty-seven percent (27%) of up to two hundred sixty-five (265) days of unused accumulated sick leave at per diem rate for a total of seventy (70) days.

10.031 Policy Only to be Received Once - Sick leave conversion to severance pay may be applied for and received only once by providing proof of retirement to Treasurer's department.

.

10.032 Retirement Acceptance Mandatory - Acceptance by SERS at time of retirement is required by providing proof of retirement to Treasurer's department.

10.033 Method of Compensation - Per diem rate is computed using yearly salary at the time of retirement. Payment of severance shall be paid in the month of September following the employee's official date of retirement or in the month of January following retirement, at the employee's election.

10.034 Receipt of Payment to Eliminate All Sick Leave - Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by an employee at that time.

10.035 Benefits to Heirs - Any employee who has met the qualifications to receive severance pay and dies prior to receiving this benefit, the benefit will be paid to the heir(s) of the employee.

10.036 Recipients over the age of 55 – Any retiring recipient of severance who has reached the age of 55 or older must contribute their entire severance payment pursuant to this Section to the Board approved Severance Plan. The Plan will meet all qualifications and specifications in accordance with the requirements of the Internal Revenue Code and/or any applicable state and/or local laws.

10.04 Payroll Deductions

10.041 Method of Receiving Salary - There shall be twenty-four (24) pays per contract year, payable on the 5th and the 20th of each month. Regular part-time staff will be issued summer checks on designated pay days only.

10.042 Deduction of Association Dues - Payroll deductions for Association dues shall be deducted in accordance with Section 4.03 of this Contract.

10.043 Types of Deductions - Included in open deductions are the following:

10.0431 Tax Sheltered Annuities (ST)
10.0432 Credit Union
10.0433 United Way
10.0434 Hospitalization
10.0435 Life Insurance

10.044 Open Window For Deductions in 10.063 - All of the above are open during the window period for the respective deduction in addition to which holding exemptions for IRS which may be changed with proper completion of for W-4.

10.0441 Notification of Window Period - Employees will be provided a list of all window periods.

10.0442 Window Periods Changes - Any changes beyond the window period or periods may be made with the approval of the carrier and the Board Treasurer.

10.045 Direct Deposit - Direct deposit of payroll checks shall be provided to the members of the Association by the Board without cost.

10.0451 Forms Provided by Board Treasurer - Forms to initiate direct deposit shall be available in the Board Treasurer's office.

10.0452 Treasurer Must be Notified of Changes in Banking of Employee - The Board Treasurer must be notified immediately of a change in any banking procedures (e.g. change of bank).

10.0453 Employees – All employees shall use direct deposit for receipt of payroll. The treasurer, in extra-ordinary circumstances, may waive the direct deposit and issue a regular check.

10.0454 E-Mail Notice – Direct deposit notice shall be sent to the e-mail address provided to the Treasurer's office by the employee. Notices are also available on the employee kiosk. Although e-mail and employee kiosk methods are preferred, employees may receive the standard paper copy if the employee provides written notice to the Treasurer's office, four (4) weeks in advance of designated payroll date.

10.046 Salary Reduction Payment to SERS - Each employee's salary shall be reduced in an amount equal to his/her contribution to State Employee's Retirement System and paid to SERS on behalf of the employee.

10.0461 Deduction Shall Comply Equally to All Employees - The salary reduction method of SERS payment shall apply uniformly to all employees and no employee covered by SERS shall be exempt.

10.047 Travel Allowance - Employees applying for travel allowance for pre-approved school travel will be reimbursed at the IRS approved rate per mile.

10.05 **<u>Vacation</u>** - The Board will grant each eleven (11) and twelve (12) month employees paid vacation for continuous service to the Southeastern system according to the following schedule on a prorated schedule based upon number of work days in contract year:

10.051 One (1) through seven (7) years = ten (10) days

10.052 Eight (8) through nine (9) years = twelve (12) days

10.053 Ten (10) through twelve (12) years = fifteen (15) days

10.054 Thirteen (13) years or more = fifteen (15) days + 1 day for each year beyond 13 for a maximum of 22 days vacation.

10.055 Vacation to be Scheduled With Supervisor - Employees will schedule their vacation with their immediate supervisor.

10.056 Notification Prior to Taking Vacation - Employees will give at least one(1) week notice of the requested date of vacation to his/her immediate supervisor.

10.057 Employees newly hired by the District or newly transferred to a position that is eligible for vacation in accordance with this section, may be permitted to utilize up to five (5) days of yet to be earned vacation leave during the initial year of employment if approved in advance by their Supervisor. If the vacation leave advance is approved and utilized, the amount of vacation leave advance will be deducted from the employee's eligible vacation leave for year one in equivalent amount such that the remaining amount of vacation leave for year one may be utilized by the employee in year one following the initial year of employment. If the vacation leave advance is approved and utilized, and the employee separates from employment with the District prior to earning the vacation time back during the second year of employment, then the amount of unearned vacation will be deduced from the employee's final paycheck with the District.

10.06 Public School WORKS Training - Employees are required annually to complete Public-School WORKS training. Employees will receive their regular hourly rate of pay for completing all required annual training, which will be calculated based on the lesser of the actual time spent by the employee to complete the annual training, or the time specified by the training course rating. Payment will be made to the employee in the regular payroll following completion of the required annual training.

ARTICLE ELEVEN - FRINGE BENEFITS

11.01 **<u>Hospitalization</u>** - Effective during the period of this agreement, for employees hired on or before June 30, 2022 (which does not include employees who are hired prior to June 30, 2022, but who do not begin employment until the 2022-2023 contract year), the Board will offer insurance program(s) for all classified staff members covered by the contract, unless modified by the Insurance Committee as set forth in this Article. Effective for the insurance plan year following July 1, 2020, PPO Option I will be as follows: Deductible: $200 single/$400 family; Coinsurance 90/10; Out of Pocket Maximum $1,600 single/$3,200 family; Rx Copay $10/25%/$45.

11.011 **Basic Comprehensive Plan** – For the Basic Plan, for employees hired on or before June 30, 2022 (which does not include employees who are hired prior to June 30, 2022, but who do not begin employment until the 2022-2023 contract year), who elect such coverage, the Board will pay eighty percent (80%) of single, employee+kid(s) or family monthly premiums for all full-time employees as well as for all bus drivers and the employee will pay the other twenty percent (20%). For those working less than full-time (less than six (6) hours per day) except for bus drivers as of June 30, 2022, the Board share will be pro-rated according to the time worked, and the employee will pay the balance of the monthly premium.

11.012 High Deductible Health Plan with Health Savings Account (" HDHP") – A HDHP Plan will be available to any employee hired on or before June 30, 2022 (which does not include employees who are hired prior to June 30, 2022, but who do not begin employment until the 2022-2023 contract year), who elects such coverage. If elected, the Board will contribute the following amounts for regular full-time employees (employees working 8 hours per day) as well as for all bus drivers: one thousand dollars ($1,000) for a single, one thousand, eight hundred dollars ($1,800) for an employee plus children, and two thousand, four hundred dollars ($2,400) for a family plan by the first (1st) pay in January of each contract year. The Board will contribute a pro-rated amount for regular part-time employees (employees working less than 8 hours per day, hired on or before June 30, 2022 - which does not include employees who are hired prior to June 30, 2022, but who do not begin employment until the 2022-2023 contract year, except for bus drivers) with such calculation based on the number of hours the employee works per day converted to a percentage of full 8 hour day and percentage applied to full-time employee contribution rates.

A High Deductible Health Plan with HSA will be the only health insurance plan offered and available to any employee hired on or after July 1, 2022 [NOTE: this provision excludes rehired-retired employees who are rehired on or after July 1, 2022]. For the first three (3) insurance plan years in

which the employee elects to enroll in such coverage, the Board will contribute as follows:

Year 1 = $1,000 single/$1,800 employee plus children/$2,400 family
Year 2 = $1,000 single/$1,800 employee plus children/$2,400 family
Year 3 = $1,000 single/$1,800 employee plus children/$2,400 family

These contributions will be paid by the first pay in January of each insurance plan year in which the employee elects to enroll in such plan. In all subsequent plan years, after year 3, in which the employee elects to enroll in such coverage, the Board will contribute as follows:

Year 4 and beyond, for each year of election: $250 single/$450 employee plus children/$600 family.

These contributions will be paid by the first pay in January of each insurance plan year in which the employee elects to enroll in such plan.

If HDHP Plan is elected by an employee, the employee (and his/her dependents, as applicable) must remain enrolled in the plan for the entire plan year (January 1 through December 31). If an employee elects HSA Plan participation for a plan year and separates from employment with the District before the plan year is over, then the employee must reimburse the District on a pro-rated basis, calculated by month of plan non-participation, at the time of separation from employment. This reimbursement can occur through payroll deduction/reconciliation if elected in writing by the employee.

11.013 Spousal Carve-Out – For employees hired on or after September 1, 2021, the spouse of an employee must enroll in insurance coverage at the spouse's place of employment if offered. Annual certification of spousal insurance eligibility at place of employment will be required to be submitted to the Treasurer's Office no later than August 31 of each year, on a form provided by the Treasurer's Office. Once the spouse enrolls in insurance coverage at the spouse's place of employment, the spouse may not re-enroll in insurance coverage through the District unless the spouse experiences a qualifying event as defined under the District's insurance plan. If this occurs, the spouse may enroll in the District's insurance plan within thirty—one (31) days of the date the spouse experiences the qualifying event as defined under the District's insurance plan.

11.014 Forms Available Upon Employment or Pre- Employment - Appropriate information and application forms will be provided to all new staff members by the Administration at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the staff member desires insurance coverage.

11.015 Change of Carriers - If the Board elects to change carriers, any new insurance coverage secured shall be equivalent to or better than the coverage currently in effect. The Board agrees not to change to a carrier who does not offer coverage when said coverage is available by another carrier.

11.016 Opening Period - The opening period for those desiring insurance coverage is pursuant to plan policy. No further changes will be made throughout the year except as noted in 11.016.

11.017 Change of Coverage by Employee - In the event a staff member desires to change from one type of coverage to a different type of coverage because of a change in family status, (e.g., single to dependent), the staff member must file a new application with the Board Treasurer.

11.018 Formation of Insurance Committee

11.0181 Formation of Committee - The parties agree to form an Insurance Committee. The Committee shall be comprised of;

11.01811 Two (2) members appointed by the SELEA

11.01812 Two (2) members appointed by the SELESP

11.01813 Two (2) members appointed by the Board

11.0182 Consultant(s) – Consultants may be utilized by the Insurance Committee as needed.

11.0183 Charge of Committee – The Committee shall be charged with the goal of selecting a health insurance program for the district which may include a new Health Insurance Plan or modifications to the existing Plan. The Committee may also monitor the current Plan for service and cost efficiency. The Committee will meet at least once per semester unless both parties mutually agree to waive such meeting.

11.02 **Optical** - The Board will pay one hundred (100%) percent of the monthly premium for optical coverage.

11.03 **Dental Insurance** - The Board will pay ninety (90%) percent of the single and eighty (80%) percent of the family premium of the Basic Dental Plan or its equivalent for each participating employee of the bargaining unit..

11.04 **Plan 125** - The Board shall select a carrier for a Section 125 Plan available to each member of the bargaining unit. There will be no maintenance or up front changes to the Board. Bargaining unit members shall have the right to participate in all phases of the 125 Plan up to the maximum IRS contribution limit.

11.05 **Term Life Insurance** - The total cost, one hundred (100%) percent, for such group life insurance coverage shall be borne by the Board. The death benefit for each employee shall be forty thousand dollars ($40,000).

11.06 **Insurance Upon Retirement**

Insurance coverages through the District shall not extend beyond an employee's effective date of retirement.

ARTICLE TWELVE - SAVINGS CLAUSE AND TERMS OF TOTAL AGREEMENT

12. 01 **Agreement Contains Complete Items Submitted by Both Parties** - This agreement by and between Southeastern Local Education Support Personnel and the Southeastern Local Board of Education contains all negotiated items of agreement between the parties and all previously negotiated items of agreement for which no provisions are included herein superseded by this agreement.

12.02 **Items to Remain in Full Force and Effect -** All items contained herein shall remain in full force and effect unless altered by negotiations.

12.03 **Existing Language Included in Successor Agreement** - All items submitted for negotiations that are currently in the existing Agreement, shall be added in content and context to the new successor agreement.

12.04 **Terms of Agreement Must Comply With Law** - The terms of the agreement shall not apply where inconstant with constitutional, statutory or other legal provisions.

12.041 Provisions Found Contrary to Law - If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the agreement shall remain in full force and effect.

12.042 Negotiations to Occur For Legal Compliance - Any provisions found contrary to law shall be changed to conform with the law through the negotiations process.

12.05 **Acceptance of Agreement Negates Further Negotiations** - Acceptance of this agreement precludes further negotiations on any issues until the time specifically specified for resumption of formal negotiations as provided herein except when mutually agreed upon by both parties.

12.051 Agreement Does Not Preclude Discussion or Consultation Between Parties - This agreement does not preclude discussion or consultation decision making regarding concerns expressed by personnel of the participating parties to this agreement**.**

12.06 **Contract Duration** - It is agreed by the parties that this contract should be for a term of three (3) years from July 1, 2026 through June 30**,** 2029, with the exception of Article Ten, Salary Schedules and Related Wages, Section 10.01, Base Hourly Wage Rate, which shall be subject to contract reopener effective July 1, 2027 for contract years July 1, 2027 through June 30, 2028, and July 1, 2028 through June 30, 2029. All provisions of this contract become effective upon ratification unless

earlier date of effectiveness is expressly stated in the language.

ARTICLE THIRTEEN – NON-DISCRIMINATION

13. 01 The Board establishes a Policy (3122, Nondiscrimination and Equal Employment Opportunity) on the issue of non-discrimination in employment and agrees that it will comply with the terms of such policy with respect to employment of employees in the District. The District agrees that it will notify the Association to the policy within ten (10) days of any change.

Signatures

HOLD FOR SIGNATURE PAGE

TYPE OR PRINT

APPENDIX A - GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Association President, Association Grievance Chair, Superintendent, and Principal by the aggrieved who will retain one (1) copy.)

DATE OF FORMAL PRESENTATION_____

AGGRIEVED _____

ASSIGNMENT _____

PRINCIPAL_____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

_____

Signature of Aggrieved

TYPE OR PRINT

APPENDIX B - GRIEVANCE FORM B

DECISION OF PRINCIPAL

(To be completed by the Principal, who shall retain one (1) copy and deliver one (1) copy to the aggrieved, the Association President, Association Grievance Chair, and the Superintendent within ten (10) days of Formal Grievance Presentation Hearing.)

DATE OF FORMAL GRIEVANCE PRESENTATION_____

AGGRIEVED _____

DATE OF FORMAL GRIEVANCE HEARING_____

ASSIGNMENT _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION_____

_____
Signature of Principal

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to Principal, Association President, Association Grievance Chair, and Superintendent within ten (10)days of the decision date).

_____I accept the above decision of the Principal.

_____I hereby appeal to the Superintendent on attached Form C.

Date of Response _____

Signature of Aggrieved_____

TYPE OR PRINT

APPENDIX C - GRIEVANCE FORM C

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent, the Association President, Association Grievance Chair, and the Board President within fifteen (15) days of receipt of Form B.)

DATE APPEAL DELIVERED TO SUPERINTENDENT_____

AGGRIEVED_____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

_____

Signature of Aggrieved

The hearing will be held within ten (10) days of the Superintendent's receipt of the request.

TYPE OR PRINT

APPENDIX D - GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one (1) copy and deliver one (1) copy to the aggrieved within five (5) days after the meeting, and one (1) copy to the Association President, Association Grievance Chair, the Principal, and the Board President within five (5) days of receipt of Form B)

DATE HEARING HELD BY SUPERINTENDENT_____

AGGRIEVED_____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____

_____
Signature of Superintendent

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to the Superintendent, Principal, Association President, and the Association Grievance Chair within five (5) days of the decision date.)

_____ I accept the above decision of the Superintendent

_____ I hereby appeal to Arbitration on attached Form E

Date of Response: _____

_____
Signature of Aggrieved

TYPE OR PRINT

APPENDIX E - GRIEVANCE FORM E

REFERRAL BY AGGRIEVED TO MEDIATOR

(To be completed by the Association within ten (10) days of receipt of Form D with a single copy delivered within that period to each of the following persons: The Board President, the aggrieved, the Board Treasurer, the Superintendent, and the Principal. An additional copy should be retained for reference.)

DATE OF RESPONSE_____

AGGRIEVED PERSON _____

DELIVERED TO MEDIATOR _____

OPINIONS OF ASSOCIATION AND REASONS THEREFORE:

_____ The decision of the Mediator is accepted.

_____ The attached grievance is hereby referred to Arbitration.

DATE OF RESPONSE _____

_____
Signature of President of Association

TYPE OR PRINT

APPENDIX F - GRIEVANCE FORM F

ASSOCIATION RESPONSE TO MEDIATION

(To be completed by the Association within ten (10) days of receipt of Form F with a single copy delivered within that period to each of the following persons: The Board President, the aggrieved, the Board Treasurer, the Superintendent, and the Principal. An additional copy should be retained for reference.)

DATE OF RESPONSE_____

AGGRIEVED PERSON _____

DELIVERED TO MEDIATOR _____

OPINIONS OF ASSOCIATION AND REASONS THEREFORE:

_____ The decision of the Mediator is accepted.

_____ The attached grievance is hereby referred to Arbitration.

DATE OF RESPONSE _____

_____
Signature of President of Association

APPENDIX G – 2026-2027SALARY SCHEDULE

Non-Certificated 2026-2027

Years	Café*	Aides*	Library Clerk*	1.25% Custodian%	Secretary+	Bus Driver*	Interpreter*
0	1.000	1.000	1.000	1.000	1.000	1.000	1.000
	$17.43	$17.74	$18.55	$18.84	$19.38	$21.53	$28.92
1	1.026	1.026	1.026	1.026	1.026	1.026	1.026
	$17.88	$18.20	$19.03	$19.33	$19.88	$22.09	$29.67
2	1.052	1.052	1.052	1.052	1.052	1.052	1.052
	$18.33	$18.66	$19.51	$19.82	$20.39	$22.65	$30.42
3	1.078	1.078	1.078	1.078	1.078	1.078	1.078
	$18.79	$19.12	$19.99	$20.31	$20.89	$23.20	$31.17
4	1.104	1.104	1.104	1.104	1.104	1.104	1.104
	$19.24	$19.58	$20.48	$20.80	$21.39	$23.76	$31.93
5	1.130	1.130	1.130	1.130	1.130	1.130	1.130
	$19.69	$20.04	$20.96	$21.29	$21.90	$24.32	$32.68
6	1.156	1.156	1.156	1.156	1.156	1.156	1.156
	$20.14	$20.50	$21.44	$21.78	$22.40	$24.88	$33.43
7	1.182	1.182	1.182	1.182	1.182	1.182	1.182
	$20.60	$20.96	$21.92	$22.27	$22.91	$25.44	$34.18
8	1.208	1.208	1.208	1.208	1.208	1.208	1.208
	$21.05	$21.43	$22.40	$22.76	$23.41	$26.00	$34.93
9	1.234	1.234	1.234	1.234	1.234	1.234	1.234
	$21.50	$21.89	$22.89	$23.24	$23.91	$26.56	$35.68
10	1.260	1.260	1.260	1.260	1.260	1.260	1.260
	$21.96	$22.35	$23.37	$23.73	$24.42	$27.12	$36.44
12	1.286	1.286	1.286	1.286	1.286	1.286	1.286
	$22.41	$22.81	$23.85	$24.22	$24.92	$27.68	$37.19
13	1.310	1.310	1.310	1.310	1.310	1.310	1.310
	$22.83	$23.23	$24.30	$24.68	$25.39	$28.20	$37.88
17	1.336	1.336	1.336	1.336	1.336	1.336	1.336
	$23.28	$23.70	$24.78	$25.17	$25.89	$28.76	$38.63
20	1.360	1.360	1.360	1.360	1.360	1.360	1.360
	$23.70	$24.12	$25.22	$25.62	$26.36	$29.27	$39.33
25	1.410	1.410	1.410	1.410	1.410	1.410	1.410
	$24.57	$25.01	$26.15	$26.56	$27.32	$30.35	$40.77
28	1.430	1.430	1.430	1.430	1.430	1.430	1.430
	$24.92	$25.36	$26.52	$26.94	$27.71	$30.78	$41.35