

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
BRECKSVILLE-BROADVIEW HEIGHTS ORGANIZATION
OF SUPPORT STAFF

The Brecksville-Broadview Heights City School District Board of Education (hereafter the "Board") and the Brecksville-Broadview Heights Organization of Support Staff (hereafter the "BOSS"), hereby enter into this Memorandum of Understanding to acknowledge agreement to the statements set forth below.

WHEREAS, the Board and the Organization agree to the following:

1. Section 23 – Educational Assistants of the current agreement shall be replaced with the language attached to this agreement.
2. Section 26 – Special Educational Assistants of the current agreement shall be replaced with the language attached to this agreement.

NOW, THEREFORE, the Board and the Organization hereby agree to the above consensus statements.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding on this 19 day of March, 2018.

BRECKSVILLE-BROADVIEW HEIGHTS
CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Michael J. Ziegler
Board President ~~Vice President~~

Opelle Maguire
Superintendent

James Hill
Treasurer

BRECKSVILLE-BROADVIEW HEIGHTS
ORGANIZATION OF SUPPORT STAFF

Frank Bova
BOSS President - Acting Interim

Frank Bova
BOSS Vice President

SECTION 23. – EDUCATIONAL ASSISTANTS

A. Classification

Educational Assistant (works a minimum of the student days per school year)

B. Definition

An Educational Assistant is one who spends his/her scheduled time supporting the office/teachers/students in a regular education environment. The Educational Assistant may also support a special needs student(s) when that student(s) is in a group with regular education students (i.e., playground, lunchroom, etc.).

C. Substitution

1. Educational Assistant Substitution

- a. If a Special Education Assistant is available because of the absence of his/her student(s), that Special Education Assistant may be assigned to substitute for an Educational Assistant or a Special Education Assistant before the building seniority continuous rotation substitution procedure (below) is used. Special Education Assistants shall notify their building administrator whenever the Special Education Assistant's student is absent.

b. Rotation Procedure

- 1) If an Educational Assistant is absent or substituting for the Secretary, the hours will be offered to an Educational Assistant or Special Education Assistant who: (1) is not otherwise assigned to a substitute position during the substitution time, (2) is in the same building, and (3) can complete part of the substitution assignment subject to the provisions of b. 1. a. below:

- a. The employee must notify the district at the start of each school year that the employee wishes to be on the substitution seniority list for that school year;
- b. The substitute position must be for more hours than the employee is currently working;
- c. If the substitute vacancy is the result of a last-minute call off in the AM, the position must be for at least one (1) or more hours than the employee works on that day. For all other

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assignments that are known in advance the one (1) minimum shall not apply;

- d. The portion of the assignment assigned to the employee does not cause the employee to work more than eight (8) hours a day;
 - e. The employee immediately accepts the substitute assignment when offered. One phone call shall be made to an employee. The failure of the employee to answer the call shall void the employees right to that assignment;
 - f. Once an employee accepts an assignment they are locked into that assignment regardless of if a better (i.e. more hours) assignment becomes available immediately thereafter;
 - g. In the event of a multi-day assignment of five (5) days or less, the employee must be able to complete the entire assignment. This requirement shall not apply for vacancies that are for more than five (5) days in length;
 - h. If an employee refuses to accept a substitute assignment (that is for more hours than the employee normally works) on three (3) or more occasions, the employee may be removed from the substitution seniority list for the remainder of that school year by the building administrator;
 - i. A copy of the substitution seniority list shall be posted in the office of each school building.
- 2) The Educational Assistant/Special Education Assistant may be kept in the same substitute position until the absent Educational Assistant returns subject to the provisions listed above.
 - 3) These hours shall be rotated continuously by building seniority among the Educational Assistants/Special Education Assistants.
 - 4) An Educational Assistant/Special Education Assistant shall remain in the building seniority continuous rotation for a specific Educational Assistant position as long as his/her substitution was satisfactory in that position. Any Educational Assistant/Special Education Assistant removed from the building seniority continuous rotation for a specific Educational Assistant position shall be added into the rotation for that specific position at the beginning of the next school year.

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2. Secretary Substitution

a. Elementary Buildings (K-5)

- 1) At the elementary buildings, before the continuous building seniority substitution procedure is used, if a Secretary is absent or substituting for an Administrative Assistant, an Educational Assistant whose regular responsibilities include working in the office may be the substitute for the Secretary. If the Educational Assistant whose normal responsibilities include working in the office is not the substitute for the Secretary, an Educational Assistant who is employed at the same building and who has the minimum secretarial skills (as determined by a skills test) may have the opportunity to substitute for the Secretary.
- 2) The Educational Assistant may be kept in the same substitute position until the absent Secretary returns.
- 3) These hours shall be rotated continuously by building seniority among the skilled Educational Assistants.
- 4) An Educational Assistant shall remain in the building seniority continuous rotation for a specific secretarial position as long as his/her substitution was satisfactory in that position. Any Educational Assistant removed from the building seniority continuous rotation for a specific secretarial position shall be added into the building seniority continuous rotation for that specific secretarial position at the beginning of the next school year.

b. Secondary Buildings (6-12)

- 1) At the secondary buildings, if a Secretary is absent or substituting for an Administrative Assistant, an Educational Assistant may have the opportunity to substitute for the Secretary if that Educational Assistant is: (1) employed at the same building, (2) has the minimum secretarial skills (as determined by a skills test), and (3) has knowledge of the specific office procedures in the Secretary's office where he/she may be substituting.
- 2) The Educational Assistant may be kept in the same substitute position until the absent Secretary returns.
- 3) Each Educational Assistant who has the minimum secretarial skills necessary and knowledge of the appropriate office procedures will be placed on a building rotation list by seniority, and substituting

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for a Secretary shall be done by building seniority continuous rotation of this list.

- 4) An Educational Assistant shall remain in the building seniority continuous rotation for a specific secretarial position as long as his/her substitution was satisfactory in that position. Any Educational Assistant removed from the building seniority continuous rotation for a specific secretarial position shall be added into the building seniority continuous rotation for that specific secretarial position at the beginning of the next school year.

3. Media Assistant Substitution

- a. In the event of the absence of a Media Assistant at the high school, the Educational Assistant assigned to work in the Media Center will be reassigned to substitute for the Media Assistant. That Educational Assistant may be kept in that substitute position until the Media Assistant returns.
- b. If an Educational Assistant is substituting for the Media Assistant, that Educational Assistant's hours will be offered to an Educational Assistant or Special Education Assistant subject to the provisions of C. 1. b. 1, a-i.

D. Reporting to Work on Teacher Days

An Educational Assistant, if requested by his/her building principal, shall have the option of reporting to work on any teacher day when the students are not in attendance up to his/her normally scheduled hours.

E. Educational Assistant Certificate

1. Each Educational Assistant must have an educational aide certificate.
2. Each Educational Assistant shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Educational Assistant to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificates.
3. Each newly-hired Educational Assistant will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or

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whoever is responsible for issuing the Educational Aide Certificate. The Board shall pay the fee for each certificate.

F. Staff Meetings

If attendance is required by the supervisor, each Educational Assistant shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hour.

G. Clothing

Gloves and smocks will be made available to all Educational Assistants who deal with student bodily functions on a regular basis.

H. Failure to Take Breaks

If an Educational Assistant cannot leave his/her work assignment (because of a student disruption incident) to take his/her break, he/she can make up the missed break at another time.

I. Field Trips

If an Educational Assistant is accompanying a student(s) on a field trip, the Board shall reimburse the Educational Assistant for any entrance fees and/or other necessary expenses of the field trip upon submission of appropriate receipts.

J. When the outside temperature is below twenty (20) degrees Fahrenheit, no Educational Assistant shall have to be outside with the students. Wind chill factors shall be considered when determining if students are to be outside.

SECTION 30. – SPECIAL EDUCATION ASSISTANTS

A. Classifications

Special Education Assistant (a minimum of the student days per school year)

B. Definition

A Special Education Assistant is one who spends his/her scheduled time with special needs students, one-on-one or supporting a special needs student in a regular/resource room setting or in a group setting.

C. Special Education Assistant Substitution

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1. If a Special Education Assistant is available because of the absence of his/her student(s), that Special Education Assistant may be assigned to substitute for an Educational Assistant or a Special Education Assistant before the building seniority continuous rotation substitution procedure (below) is used. Special Education Assistants shall notify their building administrator whenever the Special Education Assistant's student is absent.

2. Building Seniority Continuous Rotation Procedure
 - a. If a Special Education Assistant is absent, the hours will be offered to an Educational Assistant or an available Special Education Assistant who:
(1) is not otherwise assigned to a substitute position during the substitution time, (2) is in the same building, (3) can complete part of the substitution assignment, and (4) has had some training or experience working with a student(s) of similar special needs. These hours shall be rotated continuously among the Educational Assistants and the Special Education Assistants who have had some training or experience working with a student of similar special needs. All substitution shall be subject to the provisions of 2. a. 1. below:
 1. The employee must notify the district at the start of each school year that the employee wishes to be on the substitution seniority list for that school year;
 2. The substitute position must be for more hours than the employee is currently working;
 3. If the substitute vacancy is the result of a last-minute call off in the AM, the position must be for at least one (1) or more hours than the employee works on that day. For all other assignments that are known in advance the one (1) minimum shall not apply;
 4. The portion of the assignment assigned to the employee does not cause the employee to work more than eight (8) hours a day;
 5. The employee immediately accepts the substitute assignment when offered. One phone call shall be made to an employee. The failure of an employee to answer the call shall void the employees right to that assignment;

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6. Once an employee accepts an assignment they are locked into that assignment regardless of if a better (i.e. more hours) assignment becomes available immediately thereafter;
 7. In the event of a multi-day assignment of five (5) days or less, the employee must be able to complete the entire assignment. This requirement shall not apply for vacancies that are for more than five (5) days in length;
 8. If an employee refuses to accept a substitute assignment (that is for more hours than the employee normally works) on three (3) or more occasions, the employee may be removed from the substitution seniority list for the remainder of that school year by the building administrator;
 9. A copy of the substitution seniority list shall be posted in the office of each school building.
- b. The Educational Assistant or Special Education Assistant may be kept in the same substitute position until the absent Special Education Assistant returns subject to the provisions listed above.
- c. These hours shall be rotated continuously by building seniority among the Educational Assistants/Special Education Assistants.



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- d. An Educational Assistant or a Special Education Assistant shall remain in the building seniority continuous rotation for a specific Special Education Assistant position as long as his/her substitution was satisfactory in that position. Any Educational Assistant/Special Education Assistant removed from the building seniority continuous rotation for a specific Special Education Assistant position shall be added into the building seniority continuous rotation for that specific position at the beginning of the next school year.

D. Reporting to Work on Teacher Days

A Special Education Assistant, if requested by his/her building principal, shall have the option of reporting to work on any teacher day when the students are not in attendance up to his/her normally scheduled hours.

E. Educational Assistant Certificate

1. Each Special Education Assistant must have an educational aide certificate.
2. Each Special Education Assistant shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Educational Assistant to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificates.
3. Each newly-hired Special Education Assistant will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate. The Board shall pay the fee for each certificate.

F. Staff Meetings

If attendance is required by the supervisor, each Special Education Assistant shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hour.

G. Clothing

Gloves and smocks will be made available to each Special Education Assistant who deals with student bodily functions on a regular basis.

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H. Failure to Take Breaks

If a Special Education Assistant cannot leave his/her work assignment to take his/her break or lunch due to circumstances beyond his/her control as determined by his/her supervisor, he/she shall be paid the per diem salary and any applicable overtime or compensatory time for the break or lunch time that they missed.

I. Field Trips

If a Special Education Assistant is accompanying a student(s) on a field trip, the Board shall reimburse the Special Education Assistant for any entrance fees and/or other necessary expenses of the field trip upon submission of appropriate receipts.

J. Outside Duties

When the outside temperature is below twenty (20) degrees Fahrenheit, no Special Education Assistant shall have to be outside with the students. Wind chill factors shall be considered when determining if students are to be outside.

K. Vacancies/Reductions in Force

- (1) Vacancies for Special Education Assistants will be posted as "temporary" due to the fact that positions are filled on an as-needed basis dependent upon a particular student's or group of students' individual needs.
- (2) Except as set forth in paragraph 5 below, in the event there is no longer a need for the services of a Special Education Assistant due to a change in a child's program or placement, or change in delivery of special education services, the Special Education Assistant who is directly affected by the layoff will be placed on the recall list if there are no other available positions for which the employee is qualified. The employee will not be able to exercise any "bumping" rights during the school year.
- (3) If a Special Education Assistant vacancy occurs while a Special Education Assistant is on the recall list, the Special Education Assistant with the most District seniority on the recall list will be given the opportunity to be placed into that vacancy. This vacancy does not have to be posted.
- (4) In the event a Special Education Assistant is on the recall list prior to the start of a new school year and that Special Education Assistant has greater District Seniority than a Special Education Assistant that is assigned to a resource room or to a specific student, the more senior Special Education Assistant will have the opportunity to exercise his/her District seniority and bump into a position held by the least senior Special Education Assistant.



- (5) Special Education Assistants who were hired prior to January 1, 2001 and who would otherwise be subject to a reduction in force during the school year due to a change in a child's program or placement, or change in delivery of special education services, will be given the option to bump into a Special Education Assistant position that is held by the least senior employee hired on or after January 1, 2001 who (a) has comparable hours (equal to or closest without going over) and (b) is not working in a 1:1 relationship with a student. The affected employee will be governed by paragraphs 1-4 above.
- (6) If an Educational Assistant vacancy occurs, the vacancy posting process must take place. If after the posting process and its entire "domino" effect is completed there is still an Educational Assistant vacancy, the most senior Special Education Assistant on the recall list, at his/her discretion, may be moved into the Educational Assistant vacancy. If, between ten (10) to thirty (30) working days and the completion of at least one (1) observation during this time, the change of classification is deemed to be unsatisfactory by the employer, the employee shall be returned to the recall list. The employee shall be informed by his/her immediate supervisor why he/she is being returned to the recall list.



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