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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

Between the

SOUTHEAST LOCAL BOARD OF EDUCATION

and the

SOUTHEAST SCHOOL
SUPPORT PERSONNEL ASSOCIATION

July 1, 2009 - June 30, 2012

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ARTICLE 1. RECOGNITION

A. The Southeast Local Board of Education (hereinafter referred to as the "Board") recognizes the Southeast School Support Personnel Association (hereinafter collectively referred to as the "Association"), an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative of all bargaining unit members as defined in Section B., below.

The purpose of such recognition shall be to bargain collectively as defined in Ohio Revised Code 4117, unless the parties agree otherwise as set forth in this Master Agreement.

All references to "employee" in this Master Agreement shall mean a member of the bargaining unit.

B. The bargaining unit shall include all Bus Drivers, Educational Support Personnel (ESP), Clerical, and Food Service, Funding Specific, Child Specific employees, Paraprofessional and Child Specific Van Drivers.

The following employees are excluded:

Casual Employees, Substitute Bus Drivers who are employed on a day-to-day basis, and all Supervisor and Management Level employees as defined in ORC 4117.01 (F) and (K) respectively, Confidential Employees, Secretaries to Superintendent, Bus Maintenance Personnel, Cafeteria Supervisor, Treasurer, Employees in the Treasurer's Office, and Custodial Staff.

"Supervisor and Management Level Employees" shall be defined as the Superintendent, Directors, Principals, Assistant Principals, Certified District Supervisors, Administrative Coordinators, School Psychologists, or any other certificated employee who has the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other non-certificated employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

A "Casual Employee" shall be defined as a person who is employed at uncertain times or irregular intervals. Casual Employees shall include seasonal, intermittent, and part-time employees.

C. Recognition of the Association as the exclusive representative of the members of the above-defined bargaining unit shall be for the term of this written Agreement without challenge, as provided for in ORC 4117; and will continue, thereafter, until a challenging employee organization is legally successful in gaining exclusive representation rights, as provided for and in strict compliance with provisions set forth in ORC 4117.

D. Definitions

Days - Calendar days, excluding weekends and holidays (from Article 3-A-5 and Article 24-F).

Employee - A member of the bargaining unit (moved from Article 1-A).

Full-Time Regular Employee - An employee contracted to work seven (7) hours per day, thirty-five (35) hours per week, effective with all new hires after July 1, 2003. Employees hired before July 1, 2003 are contracted to work five (5) hours per day, twenty-five (25) hours per week.

Part-Time Regular Employee - An employee contracted to work a specific number of hours per day, but less than thirty-five (35) hours per week, effective with all new hires after July 1, 2003.

Specific/Paraprofessional Contract - The following job assignments will be filled on a year-to-year basis. These contracts may be suspended or at such time that the position is no longer needed. To obtain a Paraprofessional contract, a two year associate degree or national paraprofessional certification must be provided to the Superintendent's office.

In all other aspects these contracts are not different in terms of benefits, leaves, etc. when an employee has regular full time status or regular part time status. Seniority will be accumulated based on continuing service with the district.

a.) Funding Specific - When salary and benefits are paid from funding sources other than district funding i.e. title programs, special grants.

b.) Child Specific - When employment is dependent upon the presence of a student(s) with an IEP stating handicap status.

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. ORGANIZATIONAL STRUCTURE

1. The Negotiation Team shall consist of no more than six (6) members each.

2. No team member, including the Spokesperson, may be changed at any time unless a team member is unable to serve because of illness or disability or resignation and, then, only so long as the team size does not exceed six (6) members.

B. NEGOTIATIONS SCHEDULE

1. Negotiations for a Successor Contract shall open between March 1 and May 1 of the last year of this Master Agreement.

2. Either party shall open negotiations by notifying, in writing, the other party and the State Employment Relations Board that it is calling for the opening of negotiations. The official representatives of each party shall establish a date, time, and place for the first session.

3. At the first session, each party shall submit complete written proposals. No new item shall be submitted by either party after the opening session except by mutual consent.

4. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

5. There shall be no community publicity releases except those mutually agreed to by the parties.

C. AGREEMENT

When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification, and then to the Board for adoption at its next regular or special Board meeting.

The costs of reproduction of the Negotiated Contract are to be shared equally by the parties. The parties will agree on the number of copies each is to be provided. The Association shall be responsible for distribution of contracts to each bargaining unit member. If additional contracts need to be reproduced, the cost will be shared equally.

D. DISAGREEMENT

1. If agreement is not reached within sixty (60) days of the initial negotiations session, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the Mediator. The Mediator shall only have the authority to assist the parties in reaching an agreement.

2. The sixty (60) day time limit scheduled for negotiations may be extended by mutual agreement.

3. If the FMCS cannot supply a Mediator, the Mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules.

4. If there are any costs incurred during mediation, they shall be shared equally by the Board and the Association.

5. Mediation shall serve as the mutually agreed dispute resolution procedure between the parties and supersedes the dispute resolution procedure contained in Section 4117.14, Ohio Revised Code. Nothing herein shall infringe upon the Association's right to strike.

ARTICLE 3. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance:

   A grievance shall mean a claim by an employee or employees qualified for membership in the Association that there has been a violation, misinterpretation, or misapplication of School Regulation, or Board Policy, or this Master Agreement.

2. Grievance Procedure:

   A Grievance Procedure is a method by which a person qualified for membership in the Association can process a complaint, problem, or dispute without fear of reprisal.

3. Aggrieved Party:

   An Aggrieved Party is an employee(s) qualified for membership in the Association, or the Association on behalf of employees, having a grievance.

4. Parties In Interest:

   Parties In Interest shall be the Immediate Supervisor and/or the party directly involved in a given level of this Procedure.

5. Days:

   The term days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year "days" shall mean week day (excluding Saturdays, Sundays, and holidays).

6. Representative(s):

   An aggrieved party many be represented at any step of the grievance process by an Association representative.

7. Only items in the Contract are grievable.

B. The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to grievances.

C. INFORMAL PROCEDURE

1. An aggrieved party and/or his/her/their designated representative shall notify his/her/their Immediate Supervisor, that a grievance exists. This notification should occur within twenty (20) days of the incident causing the grievance.

2. The Immediate Supervisor, shall arrange a meeting within five (5) days of the notification. This meeting shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.

   Informal decisions shall be rendered at the informal level within five (5) days of the meeting.

D. FORMAL PROCEDURE

1. LEVEL ONE

a. Should the aggrieved party and/or his/her/their designated representative not be satisfied with the disposition of grievance in the Informal Procedure, then he/she/they shall, within ten (10) days of the informal decision, file a Formal Grievance (written) with his/her/their Immediate Supervisor.

b. Within five (5) days of the filing of the Formal Grievance, the Immediate Supervisor shall hold a meeting with the grievant and/or his/her/their designated representative. This meeting shall be conducted at time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.

c. Within five (5) days following this meeting, the Immediate Supervisor shall render a written decision.

2. LEVEL TWO

a. Within ten (10) days of the Immediate Supervisor written decision the grievant, or his/her/their representative can advance the grievance to level two by notifying the Superintendent in writing that a grievance still exists.

b. Within five (5) days of notification that a grievance still exists, the Superintendent or his/her designated representative shall conduct a hearing involving all parties.

Within five (5) days of the meeting, the Superintendent shall render a written report regarding his/her decision.

3. LEVEL THREE

Within twenty (20) days of the Superintendent's report, the grievant may advance the grievance to level three by written notification to the Superintendent and the American Arbitration Association.

a. An arbitrator shall be chosen from a list provided by the AAA. Selection and the hearing shall be in accordance with the Voluntary Rules and Regulations of the AAA. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in

writing, and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on both the Board and the Association.

b. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching determination. The arbitrator shall not have the authority to add to, delete from, or modify the provisions of this Agreement.

c. The costs for arbitration shall be shared equally by the Board and the Association.

E. MISCELLANEOUS

1. The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the parties.

2. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The employer shall provide the Association with copies of all such communications.

3. Constructive receipt by the employer shall be construed to be the delivery date to the appropriate supervisor, either hand delivered or certified mail, return receipt requested.

4. Constructive receipt by the Association and aggrieved party shall be construed to be the delivery date to the aggrieved party and the Association President, hand delivered or certified mail, return receipt requested.

5. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and shall not interfere with the educational process.

6. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

7. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

8. A grievance may be withdrawn by the Association at any time without prejudice.

9. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible.

10 All other grievances submitted after May 15th of a school year shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

11. Failure of the employer to comply with the timelines shall result in the grievance proceeding to the next step.

12. All written reports prepared for the purpose of complying with these Procedures, by any Party In Interest, shall be made on the Appendix B Form.

ARTICLE 4. CONTRACTS

Contracts will be given to Southeast School Support Personnel effective July 1, for twelve month employees and effective with the first day of the work year for all other employees. Contracts will be offered by June 1. Any new employee hired after July 1st or after the first day of the work year for employees working less than twelve (12) months) will be given an interim contract through June 30th of that fiscal year. Thereafter, the employee may be given a one year contract. Subsequent contracts will be offered according to Ohio Revised Code. There will be a 90 day probationary period.

*Contract forms are not part of this agreement and are not subject to bargaining.

A. CRIMINAL RECORD CHECK

1. All employees covered by this agreement are required to submit to a criminal record check according to the timelines stipulated by the State of Ohio. The cost for this record check is to be paid by the employee.

2. The criminal record check will be conducted in the manner prescribed by law.

3. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.

4. If the results of the criminal record check demonstrates that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Southeast Local Schools.

B. All Southeast School Support Personnel shall receive full administrative support in any and all matters involving student discipline. Administrators will enforce Board policy and student handbook policy on student discipline matters.

ARTICLE 5. DUE PROCESS

A. 1. When a Southeast School Support Personnel is believed to be performing his/her duties unsatisfactorily, the Southeast School Support Personnel's Immediate Supervisor is to have a conference with the employee.

2. If the above procedure does not clarify the problem, a written evaluation of the situation will be given to the employee and a copy forwarded to the Superintendent.

3. If the situation still has not cleared, the Southeast School Support Personnel may be subject to disciplinary measures. The Board of Education, through its Administrative Officers, may find it necessary to suspend the Southeast School Support Personnel, without pay, as recorded in Revised Code 124.34 and 3319.081.

4. If the above situation still has not been clarified, the Superintendent, with the backing of the Board of Education, may proceed with termination in accordance with Revised Code 3319.081.

5. All employees of the Board of Education, whether Administrative or Southeast School Support Personnel, when dealing with problems of a disciplinary nature, should conduct all hearings, conferences and evaluations in a professional manner.

6. None of the listed procedures will prevent the Board of Education from enacting Revised Code 3319.081, when a flagrant or serious infraction is performed by the Southeast School Support Personnel.

7. Southeast School Support Personnel are entitled to have an Association representative or legal counsel present with them when disciplinary or termination hearings are conducted. Employees may have a representative present during any conference with an

administrator. The Southeast School Support Personnel also realizes that at such meetings the Board may have legal advice or representatives from its professional organization.

ARTICLE 6. FAIR DISMISSAL

Non-renewal of contract during the first three (3) years of employment shall be preceded by written notification to the Southeast School Support Personnel from the Board stating the intent to consider non-renewal of contract and the reason for such consideration. Southeast School Support Personnel being so notified for non-renewal of contract shall be given the opportunity to address the Board, with counsel, in Executive Session, prior to any official action by the Board.

Southeast School Support Personnel being so notified for said non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board.

This procedure shall cover work done under all contracts.

After completion of the interim contract and the next three (3) years of employment, all provisions of Ohio Revised Code 3319.081 shall apply except as modified by this Agreement.

ARTICLE 7. TERMINATIONS

All terminations will conform to regulations contained in Ohio Revised Code 3319.081.

ARTICLE 8. SENIORITY/RIF

A. Seniority is determined according to the employees length of continuing service with the District, commencing with the first day worked in a bargaining unit position/classification. Authorized leaves of absence shall not constitute a break in continuing service, but time spent on such leaves is not included in the determination of length of service.

B. 1. In the event of an increase or decrease of personnel within the classifications, length of service shall prevail for purposes of termination or subsequent rehiring as between employees. An employee can only "bump" into those classifications previously held under a full-time contract. When an employee resigns, with an intended break in service, or fails reemployment, or is dismissed,

his/her seniority shall terminate the last day he/she performs duties under contract.

2. If the seniority of two or more people were equal, the date of the Board meeting at which the Board acted upon their employment will be used to determine seniority. If a tie still exists, the employee with the longest service in any regular employment position with the Board will have greater seniority and then the employee with the earliest date of application for a bargaining unit position. The final tie-breaker will be a coin toss, with the Superintendent, the employees with matching seniority, and an Association Representative.

C. A seniority list showing district and classification work starting dates will be distributed by November 15 of each year to the Association President. The Association shall work with the Administration in updating the seniority list of all Southeast School Support Personnel. Management level employees shall not appear on the seniority lists.

RECALL

D. The names of employees who are laid off due to the reduction in force shall be placed on a recall list in the classification from which they were laid off for 25 months from the effective date of the layoff. Support Staff on the recall list have the following rights:

1. Employees who are suspended shall be recalled as the Board determines that positions in their classification are to be filled. Suspended employees who are on the recall list shall be recalled in the order of their seniority in the system, i.e., reverse order of layoff to the last open position in the classification affected.

2. Employees who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent. Appropriate recall notices shall be sent to employees to be recalled at the most recent address furnished in writing by the employee.

3. If such a vacancy occurs, the Board will send an announcement via certified mail to the last known address of all employees on the recall list who are eligible for the position. All employees are required to respond in writing, via certified mail, to the district office within ten (10) calendar days of when the announcement was mailed. The most senior of those responding will be given the vacant position. Any employee who rejects the vacant position will remain on the list for the remainder of their 25 month period. Any employee who fails to respond shall be removed from the recall list.

4. An employee on the recall list will, upon acceptance of recall, have the same seniority and accumulation of sick leave as when his/her contract was suspended.

5. The procedures apply only to layoff or RIF under this article of the collective bargaining agreement. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

E. Before any RIF is implemented, the Board shall make a reasonable effort to accomplish a reduction through attrition which shall mean retirement, resignation, or death. In the event the Board fails to completely meet the reduction through attrition, the procedures of this article shall be followed for layoff.

ARTICLE 9. TRANSFERS, VACANCIES, ASSIGNMENT

A. The Superintendent shall notify the Association and give five (5) school days notice, or two (2) weeks (fourteen days) notice when school is not in session, before filling any vacancy or newly-created position. In an emergency situation, agreed to by the President of the Association, the posting can be announced to the staff by the Administration. The five (5) day limit is waived.

B. A position vacancy shall be defined as:

(1) Death of a bargaining unit member.
(2) Retirement of a bargaining unit member.
(3) Resignation of a bargaining unit member.
(4) Extended Leave of Absence (for a full school year) of a bargaining unit member.
(5) Creation or restoration of a bargaining unit position.
(6) Non-renewal of a bargaining unit member.
(7) Termination of a bargaining unit member.

C. All vacancies, determined to be filled, will be posted in the High School, Middle School and the Elementary School lounges, in the bus garage, and in each kitchen, when vacancies in a position occur or when a new position is established; and furnish job descriptions defining duties, responsibilities, requirements, and desirable qualifications. When schools are closed, or when the employee is on a Board-approved leave, postings shall be included in the payroll envelopes or mailed to the employee's home.

D. Other than filling a vacancy in a child specific position, the employee with the greater seniority in a specific job classification shall be given the

first opportunity for a lateral move in that classification, if he/she is considered qualified by the Immediate Supervisor and the Superintendent based on the qualification requirements of the job description and test scores. Filling positions within a classification that would be considered a promotion shall be based solely on skills and abilities as determined by the Superintendent or designee. Should skills and abilities be considered relatively equal, seniority shall prevail. Any job description updates must be mutually agreed upon by both the Association and the Superintendent.

E. Current employees, regardless of classification, making application for a vacancy shall be given first consideration and a new application is necessary for each posted position. If a current employee is considered by the Superintendent to be equally qualified for the position with another candidate, then the equally qualified employee with the greatest classification seniority shall prevail.

F. Temporary assignments may be made in the event of an emergency. Such assignments shall not exceed thirty (30) working days. Through a mutual agreement between the Association President and the Superintendent a temporary position may exceed thirty (30) working days.

G. Assignments and reassignments within the classification shall be made according to the needs of the Southeast School District.

ARTICLE 10. WORK YEAR AND WORK DAY

A. SECRETARIES

1. The work year shall be either twelve (12) months or two hundred four (204) days as determined by the Board. For those secretaries whose work year is twelve (12) months, there shall be two hundred thirty-nine (239) working days and eleven (11) non-contract days to be taken during the winter and Spring Break unless an exception is granted by the Superintendent. Any remaining non-contract days may be taken with the approval of the Building Principal. Approval shall not be unreasonably withheld. For those secretaries whose work year is two hundred four (204) days, there will be 184 teacher days, 10 days prior to the first regular teacher day, and 10 days after that last teacher day.

2. Work day shall be eight and one half (8 ½) hours which includes an uninterrupted one-half (1/2) hour unpaid lunch effective with new hires after 7-1-03.

3. There shall be a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

4. Part-time employment within each category is allowed, payable on an hourly rate.

5. A leave form must be filed for use of non-contract days.

6. The secretaries' office area will not be used as a student detention area.

7. A substitute secretarial pool will be established. Secretaries and ESP's will only be required to substitute for an absent secretary in an emergency if the supervisor/administrator deems it necessary.

B. EDUCATIONAL SERVICE PERSONNEL (ESP)

1. The work year shall be as assigned by the Superintendent or designee but shall not be less than 182 days of exceed one hundred eighty-four (184) days.

2. Work day shall be determined and assigned by the District. An ESP working more than five (5) hours in a day will be provided a one - half (1/2) hour unpaid lunch, effective with new hires after July 1, 2003.

3. There shall be a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

4. Part-time employment within each category is allowed, payable on an hourly rate.

5. No ESP shall perform student detention duty.

C. FOOD SERVICE PERSONNEL

1. The work year shall be nine (9) months, with one hundred eighty (180) working days.

2. There shall be a fifteen (15) minute break for food service personnel who work five (5) hours or more.

3. Part time employment within each category is allowed, payable at the employee's hourly rate.

4. Assignment of extra duty help will be by seniority.

5. When there are known temporary absences cafeteria employees who work five (5) hours or less shall be given the opportunity to work

additional hours prior to having a substitute to fill the temporary vacancy when notification is given 24 hours in advance.

All employees will have an opportunity to sign up for these extra hour assignments within the first three work days of the beginning of school and again the first three work days in January.

The Food Service Supervisor or designee will then divide the school year into equal weeks as established by the number of employees signed up. Each employee will choose one week in each section of weeks based upon seniority. If these extra hours are refused by that assigned person that position may then be filled by a substitute.

6. Any newly hired employee or current 2 1/2 hour employee on the effective date of this contract will be given a one (1) week training period. The purpose of the training will be to familiarize the employee with all the routines of the cafeteria and safety procedures. The training shall take place up to a three (3) month period.

   a. The training is to take place in the kitchen for which she has been hired and will be done by the employee currently assigned to the position which is being trained.

   b. The training shall include at least one (1) days on each of the designated jobs in the cafeteria.

   c. Any current employee who works four (4) hours or less and is given a new job assignment will also have this training, ~~but~~ for one (1) week.

   d. The training will consist of a session for each position: main dish, vegetable, baking, ala carte, dishwashing. The length of the session will be 2 1/2 hours for a five (5) hour position for which they are being trained. A three (3) hour session will be held if being trained for a seven (7) hour position.

7. All cafeteria employees will receive an annual reimbursement for required work shoes not to exceed $50. Shoes must be black, brown or white with non skid soles. Purchases must be made between July 1 and September 30 and all receipts must be turned in by October 1. The reimbursement shall be made payable to the employee within 30 days of submitting said receipt.

8. There shall be no subcontracting of work normally performed by food service personnel.

9. All food service personnel must attend a minimum of one (1) food safety training meeting per school year as designated by the food service director. All lead cook position personnel must attend and be certified in Serve Safe Food Safety and HACCP Certification and Recertification as required by the Food Code.

D. CHILD SPECIFIC EDUCATIONAL SUPPORT PERSONNEL/PARAPROFESSIONAL

1. Will assist classroom teacher with students in daily living/functional skills, behavior modification plans, social skills and implementation of IEP goals.

2. Will be given training that is appropriate for working with assigned student(s).

3. Workshops and seminars will be attended by the ESP to keep current of educational strategies of special needs students with the prior approval of the Superintendent/designee.

4. Seminar and workshop attendance certificates will be considered during employee's evaluation for continued employment.

5. The work year shall be as assigned by the Superintendent or designee with a minimum of one hundred seventy-nine (179) days. The work day will be for 7 hours per day for current employees and may be less than 7 hours per day for new hires effective 7/1/03. Hours will be determined at the beginning of the school year and will not be reduced during the year.

6. If the assigned student(s) is/are absent the Child Specific ESP will be reassigned by adminstrator(s) and/or director(s).

7. A child specific ESP will be eligible for a continuing contract after three years of continuous service with the District.

E. BUS DRIVERS

1. The Board shall make a reasonable effort to equalize the route assignments of all Drivers in regard to hours. When possible, based upon the cost to the District and adequate parking, the home of the

driver will be taken into consideration in order to facilitate the Driver keeping his/her bus at his/her home. If there is a question as to who shall be assigned a route between two (2) Drivers living equal distances from a route, the Driver with the most seniority will be given the option of choosing the route in question. The routes that leave from the bus garage will be determined by the seniority of those drivers who keep his/her bus at the bus garage.

a. Any driver that keeps his/her bus at home must leave their bus in the lot should there be a pre-planned absence.

b. Drivers will be notified by the bus garage by August 15th if the bus supervisor has made any changes to the route.

2. a. Hourly Bus Drivers shall be guaranteed five (5) hours of work for the A.M. and P.M. runs. Fueling of the bus is to be within the five (5) hours, with five (5) to eight (8) minutes for bus warm-up time.

b. Hourly Bus Drivers contracted with part-time routes shall have their hours of work for the A.M. and P.M. runs determined by the length of the route. Fueling of the bus is to be within the hours of work, with five (5) to eight (8) minutes for bus warm-up.

c. Drivers may have more than one (1) A.M. and P.M. runs within his/her guaranteed contracted hours of work. Any and all actual driving time over and above a Driver's contracted time shall be paid at the Driver's regular rate of pay.

d. All child specific drivers will be eligible for a continuing contract after three years of continuous service with the district.

3. The headlights, tail lights, windows, and inside of the bus shall be cleaned by the Driver each day, including the bus the Driver is using should it not be the Driver's regularly assigned bus.

4. FIELD TRIPS

Field trips maybe transported on a van or a school bus. If a trip is to use a van the following will apply. Every van needs a Board approved chaperone. If the van driver is from the SELDTA bargaining unit, the driver will be the chaperone. If the driver is from the SSSPA bargaining unit, a chaperone must be one (1) of the passengers. A school related trip with eight (8) or more passengers shall be transported in a school bus and not a school van. If two (2) vans are deemed appropriate, rather than a school bus, to transport students for a school related purpose, at least one (1) driver will be a member of the SSSPA bargaining unit. Any field trip that has been scheduled to take a bus, then is changed to a van will be taken by the driver who was originally assigned to that trip.

a. Field Trips shall be considered extra-duty assignments and shall be paid at the Driver's regular rate of pay figured from the point of origin until the bus returns to said point of origin. Trips will be paid a minimum of two (2) hours. A Field Trip cancelled after the Driver arrives at the point of origin shall be paid the two (2) hour minimum or be the first to select on next rotation.

b. Regular contracted routes will have priority over Field Trips, except for a Field Trip of five (5) hours or more. The Transportation Supervisor will assign all Field Trips known ahead of time to be five (5) hours or longer to a contracted five (5) hour driver using the rotation system. It will be at the Transportation Supervisor's discretion as to whether a Driver will be removed from his/her regular contracted route to take any Field Trip of less than five (5) hours.

c. When overnight trips are taken on the first day, the driver(s) will be paid from the point of origin to arrival at the final destination. For the additional days, hours worked per day will paid up to a maximum of eight (8) hours. The school will reimburse the driver upon submission of proper receipts. Drivers will be reimbursed for meals on these trips.

d. The field trip roster will be set by the seniority of five (5) hour drivers at the beginning of the school year. On the first school day of each week, all Drivers contracted for five (5) hours desiring to take trips will report to the Transportation Office to select their trip(s) for that week. At that time, accurate maps and/or directions will be provided to each Driver for his/her trip. Holidays or any other trips when school is not in session will be offered in the previous week's selection. If a Driver fails to attend the meeting and his/her turn comes up in the rotation, it shall be considered a "bye" and he/she will not be eligible until his/her name comes around in rotation again. If a trip is cancelled after assignment, she/he shall be the first person to choose the following week. Only one (1) trip selection per Driver, per round for all cancelled trips from the previous week. The driver still holds his/her place on the regular rotation for the current week.

    (1) All trips involving handicapped students will be taken by the contracted Driver of the handicapped bus, and credited with these trips in rotation. Usage of the handicapped bus for other than handicapped students may be taken by any contracted Driver.

(2) If school is closed due to a calamity day and conditions improve, field trips will go on as scheduled, based upon the Superintendent's approval.

e. Should a Driver return two (2) trips in any nine week period, he/she will automatically be eliminated from the field trip roster for the remainder of that nine week period. Drivers unable to meet their scheduled Field Trip obligation due to an authorized absence for the day will not be charged with a return. When a Driver is unable to make a trip for any reason, he/she shall notify the Supervisor of the need for reassignment of that trip to another Driver, at least forty-eight (48) hours in advance of said trip, if possible. Every effort shall be made to assign that trip to all drivers in rotation, and only then be offered to another Driver or Substitute. The same procedure shall apply to last minute scheduling of trips. If the driver who was next on the rotation refuses one of these trips, he/she will be continue to be offered first selection of any other returned or late trips as they come in. Once a driver accepts one of these trips, he/she will not be eligible for another until his/her name comes around in rotation again. Refusal or acceptance of these offerings will not constitute elimination from the roster.

1. If a driver is not able to be at the Field Trip assignment meeting, because of being on a Field Trip or a regular route, he/she may put their name on a piece of paper, date it and prioritize their choices. If their turn comes up and the trip is available they can have it. The field trip committee shall have access to these requests. Requests will be kept in a designated area for one (1) year. Give this selection paper to the Field Trip Committee. This only applies to drivers who are on an assigned Field Trip on Monday during the meeting.

2. A driver(s) selecting a posted trip that is identified as a "to be announced time" will not be charged for the trip if he/she needs to return it because of the scheduled time.

f. There will be no trading or reassigning of trips between Drivers.

g. Drivers will not be permitted to choose trips in one (1) week that knowingly will amount to over forty (40) hours, when at all possible.

h. Drivers desiring Summer Field Trips will sign a separate roster before the end of each school year. The roster will be set by the seniority of five (5) hour drivers.

i. A Field Trip Review Committee shall be established by the last school day of September. (The previous year's Committee will handle any situations arising prior to then.) The Committee shall consist of two (2) Drivers and the Transportation Supervisor.

The committee will be selected by the drivers listed on the field trip roster. The tie breaker will be a coin toss with the Transportation Supervisor, the tied drivers, and an Association Representative. The purpose of the Committee will be to review any problems that arise concerning Field Trips and their Drivers. The Committee will receive a copy of the Summer Field Trips and the drivers used on those Field Trips on the first day of school.

j. When the handicap bus is on a Field Trip with handicap students the E.S.P. shall stay with their students at all times.

k. 1. All efforts will be made to schedule annual field trips between a.m. and p.m. runs.

2. When the driver believes that there is a safety issue, an emergency meeting may be called by the driver within 48 hours to resolve the safety issue. The driver, immediate supervisor and appropriate building supervisor shall be present.

l. Kindergarten Safety Program
A minimum of six (6) bus drivers will be utilized to provide four (4) hours of training for the annual kindergarten safety program. The kindergarten safety program will be treated as a field trip.

m. School vehicles are not to be used for personal use. A driver's meal break, when on a field trip, is not considered personal use of a school vehicle.

n. Drivers shall not participate in student activities of a strenuous physical nature when they are the driver of a field trip unless the Transportation Supervisor approves the activity in advance. This statement is intended to insure the safety of the driver. For example: when driving a ski trip the driver shall not ski so as to avoid injury.

5. All Drivers shall follow the "Ohio Pupil Transportation Operation and Safety Rules" issued by the Ohio Department of Education and the Ohio Department of Highway Safety, and enforced by the Ohio State Patrol. They shall follow all rules and regulations of the Southeast Board of Education.

6. No Driver will permit a student, not assigned to that particular route he/she is running at the time, to ride his/her bus unless he/she is instructed to do so by an Administrator of the District. Likewise, a Driver will not permit a student to disembark at other than his/her regular stop unless he/she is instructed to do so by an Administrator of the District. If a Driver should come upon a child who is not on the Driver's regularly assigned route and he/she needs a way to school on a one-time basis, the Driver is to bring the child to school and notify the Principal involved.

7. In addition to the Bus Driver, an approved adult chaperon must be assigned to ride the bus on all extra-duty trips.

8. Buses shall be washed on the outside by the Transportation Department at the discretion of Transportation Supervisor, weather permitting.

9. When a Substitute is needed on a regular route, the choice of a Substitute shall be at the discretion of the Bus Supervisor.

10. All Drivers will return their buses to the Bus Garage on the last day of school.

    The Board will pay for buses being cleaned at the end of the school year. Buses should be litter cleaned, and swept.

11. There shall be an ESP on the handicapped bus that transports handicapped children if there is one or more ambulatory students. The ESP can be part-time with the hours to be determined by the length of the bus route.

    a. If the child is absent, the child specific employee must report to work and will be assigned to a duty within their classification by their immediate supervisor during their regular working hours or select an unpaid leave for that day.

12. There will be no Subcontracting of regular bus routes and regular van routes.

13. Drug Testing

    a. The Board drug testing policy as mutually agreed by the parties shall become a part of this agreement as though herein written. Any changes to this policy shall be by mutual agreement or as required by law.

    b. Any driver who is required to report for drug testing, as required by federal law, shall be paid at the driver's hourly rate for a minimum of one hour.

14. CDL TRAINING

a. Each driver shall be reimbursed for actual expenditures up to $200 for the six (6) hour re-certification class, books and training.

15. Video Cameras

Vehicles that are equipped with video systems shall have a posting designating that the vehicle is equipped with a surveillance system and it might be on board. The driver will be notified when camera is in operation on her/his bus.

Video tapes may not be used as a means to evaluate the driver of the bus.

16. New Buses

In an effort to equalize the assignment of new buses, they will be assigned to a driver(s) based on seniority. With a seven (7) year freeze, once given a new bus the driver will not be eligible to receive a new bus for seven (7) years from the date of issue. New bus assignments will be rotated on the same basis as field trips. His/her current bus would then be moved down the rotation. The driver must have a continuing contract to be on the rotation.

In event of unforeseen circumstances which would cause a new bus to be replaced, the driver issued the original bus shall receive the replacement bus.

If a driver retires or resigns, his/her bus would be offered to the driver with the greatest seniority. His/her current bus would then be moved down the rotation.

F. CHILD SPECIFIC VAN DRIVERS

1. The work year shall be nine (9) months, one hundred seventy-eight (178) working days and seven (7) paid holidays.

2. Part-time employment within each category is allowed payable on an hourly rate.

3. They must attend a minimum of four (4) hours of safety meetings per year.

4. The headlights, tail lights, windows and inside of the van shall be cleaned by the driver each day, this should include the van the driver is using should it not be his/her regularly assigned van. An inspection sheet shall be filled out daily.

5. The van hours will be determined by the length of the route.

6. Van routes will be determined by qualifications and seniority.

7. All van drivers shall be paid for all hours worked at the hourly rate.

8. Other district personnel will drive district vans as assigned by the superintendent or his/her designee.

9. Van drivers must meet and comply with all state and federal regulations governing can drivers and if such regulations are inconsistent with the terms of this agreement, the regulations will apply.

10. If the child is absent, the child specific driver must report and will be assigned to a duty within their classification by the immediate supervisor during their regular working hours or select an unpaid leave for that day.

11. A van driver will be eligible for a continuing contract after three years of "continuous" service with the District, but if granted such contract, shall be subject to layoff or modification of hours if the child or children the van driver is serving no longer need their service of have a modification in the hours of service required. The layoff will be based upon seniority and will be based upon the specific student(s) and their needs assigned the van driver.

ARTICLE 11. WORK WEEK AND OVERTIME PAY

A. The regular school work week shall be Monday through Friday, forty (40) hours, except as otherwise provided in this Master Agreement. Each employee working more than five (5) hours in a day shall be entitled to an uninterrupted on-half (1/2) hour unpaid lunch effective with new hires of 7/1/03.

B. 1. Time and one-half (1 1/2) shall be paid for all time over forty (40) hours in any one (1) work week.

2. Overtime, premium pay assignments or extra-duty assignments, shall be distributed fairly and as nearly as is reasonable, with seniority being considered for the purpose of first opportunity of assignment.

3. All personnel will be paid at their regular rate of pay for in-service meetings prior to the first day of school and will be a part of the first day orientation.

C. In energy shortage situations, or severe weather conditions, some Southeast School Support Personnel may be asked to work. Any employee who accepts such work does so on a voluntary basis and will be paid at a rate of time and one-half (1-1/2). Southeast School Support Personnel will make up days off due to "Acts of God", energy, etc., beyond five (5) calamity days (or amount designated by State), if required to do so. The exception is Transportation under Article 10 E.4.1. (c.)

D. Anyone substituting for another employee in the same classification shall be paid at his/her regular rate of pay.

ARTICLE 12. JOB DESCRIPTIONS

A. The Board shall have written job descriptions for all bargaining unit positions outlining the general duties and responsibilities of each job classification. Such job descriptions are intended to assist employees in understanding the scope and general nature of their regular work.

B. Each employee in the bargaining unit will be given a copy of their job description and the Association shall likewise be entitled to copies of the job descriptions of positions in the bargaining unit. Employees shall have input whenever job descriptions are revised or new ones developed.

C. Any job description updates must be mutually agreed upon by both the Association and the Superintendent.

D. No Southeast School Support Personnel shall be required to dispense medicine unless they have received training. School support Personnel will have the option to receive the training, which will be provided by the District.

ARTICLE 13. PAID HOLIDAYS AND VACATIONS

A. All Southeast School Support Personnel are entitled to seven (7) paid holidays for which they shall be paid their regular salary or regular rate of pay, as follows: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day of each year. All twelve (12) month employees shall be granted, in addition to the above, Independence Day, the day after Thanksgiving, and Christmas Eve Day. To be eligible for holiday pay, the employee must be in attendance or on approved leave on the scheduled work day before and the scheduled work day following a holiday.

B. When any of the above employees are required by the employee's Supervisor to work any of the paid holidays or Sundays, he/she shall be paid double his/her regular rate of pay.

C. All Southeast School Support Personnel who work for twelve (12) months during the calendar year shall be granted paid vacations, excluding legal holidays, as follows:

1 - 5 YRS -- 11 DAYS	11 YRS -- 17 DAYS
6 YRS -- 12 DAYS	12 YRS -- 18 DAYS
7 YRS -- 13 DAYS	13 YRS -- 19 DAYS
8 YRS -- 14 DAYS	14 YRS -- 20 DAYS
9 YRS -- 15 DAYS	and over
10 YRS -- 16 DAYS	

Vacation pay is allowed under Ohio Revised Code 3319.084.

D. Pay for part-time work and all extra field trips shall be made every two (2) weeks.

ARTICLE 14. SCHOOL CLOSINGS

Southeast School Support Personnel are guaranteed the total pay for days under contract if they continue employment over that period.

ARTICLE 15. LEAVES

A. SICK LEAVE

Refer to the following section of the State statute for clarification of definitions: 3319.141.

1. All Southeast School Support Personnel shall be entitled to one and one-fourth (1 1/4) Sick Leave days for each month of service, or fifteen (15) days per school year, cumulative without limit. In each school year, if no sick days are used, said employee should receive a bonus/award.

   a. Each full-time employee who completes the school year without using any sick or personal leave days shall be paid a bonus of three hundred dollars ($300).

   b. Each full-time employee who completes the school year without using any sick leave days shall be paid a bonus of two hundred dollars ($200).

   c. Each full-time employee who completes the school year using only one (1) sick leave day shall be paid a bonus of one hundred fifty dollars ($150).

   A full-time employee shall be eligible to receive only one (1) of the bonuses and must have worked the full school year. Said bonus shall be included in the employee's last pay in July.

   d. Each full-time employee not electing the bonus incentive may elect to convert a maximum of three (3) unused personal leave days to sick leave on a one-to-one basis at the end of each school year.

   e. The conversions of unused personal leave to sick leave as provided in Section 1.d of this Article shall not be utilized to qualify for the bonus(es) identified above.

2. All Southeast School Support Personnel shall be entitled to an advancement of five (5) Sick Leave days if the number used exceeds the number accumulated. The Southeast School Support Personnel is required to earn back any advanced Sick Leave days, so no loss in pay results. Should the Southeast School Support Personnel leave the employment of the Board, be placed on Unpaid Leave of Absence, or die, any remaining advanced Sick Leave days will be deducted from the final adjusted pay or estate.

3. Sick Leave days may be used for the following reasons:

   a. Personal illness or injury.

   b. Exposure to contagious disease which could be communicated to others, as defined by the Ohio Department of Health.

   c. Pregnancy.

   d. Illness or injury in the Southeast School Support Personnel's immediate family.

   e. Death in Southeast School Support Personnel's family is a valid reason for the use of the Southeast School Support Personnel's Sick Leave. The Southeast School Support Personnel is required to take into account all circumstances, such as distance to be traveled, closeness of the relative, legal and financial responsibilities placed upon the Southeast School Support Personnel concerned; and shall be reasonable and prudent on the number of days used.

   f. Immediate family includes: spouse, child, mother, father, and any resident in the Southeast School Support Personnel's home: brother, sister, foster parent, son-in-law, or daughter-in-law, brother-in-law, or sister-in-law, step-parent, foster children, stepchildren, father-in-law, mother-in-law, grandparents, grandchildren and any other listed in Board Policy.

4. Procedures for Use of Sick Leave

   a. All Southeast School Support Personnel in the District will call one (1) assigned telephone number to report absence due to illness.

   b. Sick Leave forms must be signed and returned to the proper administrator on the date of return to work. Paychecks will be withheld until the necessary leave form is filled out and turned into the Treasurer's Office.

   c. The Sick Leave form (All-Purpose Leave Form) shall be attached as Appendix A.

   d. A doctor's release may be required when an absence exceeds five (5) consecutive days.

B. PERSONAL LEAVE

1. Southeast School Support Personnel shall be granted three (3) days of Unrestricted Personal Leave upon request of the Immediate Supervisor. If, due to extraordinary circumstances, a three (3) school day notice is not possible, notification of the Building Principal/Supervisor must be done prior to use. The following conditions must be met:

a. No more than one (1) secretary may be on personal leave on any one (1) day. No more than ten percent (10%) of the staff in the following classifications may be on Personal Leave any one (1) day: ESP, Food Service, Bus Drivers.

b. Personal Leave may be taken in one-half (1/2) day blocks, which is interpreted as meaning no less than one-half (1/2) of the school day. These days shall not be cumulative from year to year.

c. All-Purpose Leave Form -- see Appendix A.

C. PROFESSIONAL CONFERENCE LEAVE

1. It is hereby agreed that the Southeast School Support Personnel of the Southeast Local Schools will have the right to request Professional Leave, and it may be granted as specified in the following statements:

   a. Must be submitted, in writing, to the Superintendent for approval.

   b. Must be submitted at least five (5) days in advance.

2. If a Southeast School Support Personnel requests Professional Leave to attend a Conference or Workshop, and it is approved by the Superintendent, the following procedures will be used:

   a. Southeast School Support Personnel will be granted Release Time from responsibilities, with no loss in pay occurring.

   b. The actual Conference or Workshop fee will be paid for by the Board.

   c. Mileage will be reimbursed at 80% of the current federally approved amount. In situations where multiple employees are attending the workshop or conference, one driver will be reimbursed for every four participants.

   d. Meal costs will be reimbursed at an amount not to exceed a per diem amount that is established annually by the Superintendent. Lodging costs may be paid as deemed appropriate by the Superintendent based upon advance approval.

3. If a Southeast School Support Personnel is requested by the Board or the Superintendent to attend a Conference or Workshop, the following procedures will be used:

   a. The Southeast School Support Personnel will receive Release Time without loss of pay.

   b. The Conference or Workshop fee will be paid for by the Board.

c. Mileage will be reimbursed at the current federally-approved amount. This rate shall apply for any Board-approved mileage.

d. Meal costs will be reimbursed at an amount not to exceed a per diem amount that is established annually by the Superintendent. Lodging costs may be paid as deemed appropriate by the Superintendent based upon advance approval.

4. This leave may be used for the OEA Convention, for Release Time only; and the Board will not be held responsible for meals, lodging, or mileage.

D. ASSOCIATION LEAVE

1. Southeast School Support Personnel shall be granted leave by the Superintendent to attend the OEA Convention, OEA and/or Association In-Service meetings or negotiations meetings. Such a request must be made in writing on the appropriate form three (3) days in advance. Professional or Personal Leave may be used for these purposes.

2. Two (2) authorized delegates will be permitted three (3) days (a total of six (6) days) to attend the annual OEA Representative Assembly, without loss of pay.

E. COMPULSORY LEAVE (Jury Duty)

Release time shall be granted for required appearances in court where the employee is the defendant, plaintiff (except in cases against the Southeast School District) witness, or on Jury Duty. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee, in order to get the regular pay for time releases.

F. PARENTAL LEAVE

1. Definition

A Parental Leave is absence from school, without pay, by an employee who has given birth that is to be used for the purposes of child rearing.

Accumulated Sick Leave during pregnancy when the pregnant employee's condition, as certified by the doctor, requires that she not work immediately following the birth of her child and/or during her recuperation may be used. The use of Sick Leave after the birth of a child is comparable to the use of Sick Leave for other medical reasons. Therefore, as soon as medical examination verifies that an employee is medically able to come back to work, Sick Leave pay ends and Parental Leave, without pay, shall become effective.

2. Notification of Pregnancy

The pregnant member of the bargaining unit is expected to notify the Superintendent, in writing, of the expected delivery date as soon as her doctor informs her of that date. The employee's statement should include the approximate date of leave.

3. Notification of Maternity Leave

An employee who desires a Parental Leave shall notify the Superintendent at least thirty (30) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing, and shall indicate the actual date for commencement of said leave.

4. Length of Parental Leave

A Parental Leave shall be no longer than one (1) year.

5. Termination of Parental Leave

Upon written request by the employee to the Superintendent, a Parental Leave of Absence may be terminated at any time after the birth of the child under the following conditions:

a. Return to duties shall be guaranteed on the date requested by the employee.

b. Employees returning to employment after any Board-approved leave shall resume their previous contract status, seniority, salary, and fringe benefits.120 days of working within a school year can count as one (1) year of experience for movement on the salary schedule.

c. Insurance Coverage - All insurance coverage shall be continued for those who are on Parental Leave, upon payment of the premium by the employee to the Treasurer by the twenty-first (21st) day of each month.

G. UNPAID LEAVES OF ABSENCE

1. The Board provides certain Leaves of Absence for which members of the bargaining unit will not receive salary, Release Time, nor will the Board be required to pay into the SERS while the person is on leave.

2. General Guidelines

a. Notification shall be ten (10) days.

b. These leaves do not permit working at another job or institution.

c. Except in rare instances, leave will not be extended beyond the length stated.

d. Reinstatement Rights

The employee on leave shall be entitled to reinstatement at the expiration of the leave to the same building and general level training assignment held immediately prior to the leave, unless shifts in work assignments or the job is combined or eliminated. The employee's intent to return or not to return, must be announced in writing to the Superintendent by July 10th for the beginning of the school year, by October 1st for the beginning of the second grading period, January 1st for the beginning of the third grading period, or by March 1st for the beginning of the fourth grading period. This excludes maternity leave.

e. Rights While on Leave

Any staff member shall be entitled to request and receive the right to continue to be covered by insurance for all insurances, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly Group Plan premium of such coverage. Any over-payment of premium shall be refunded to the staff member upon termination of leave.

f. Applicability

This leave will only be granted to those persons who at the time of the commencement of the leave will have completed at least one (1) school year of employment in Southeast Schools.

H. FAMILY MEDICAL LEAVE

The provisions of the Family Medical Leave Act of 1993 will be followed where applicable.

ARTICLE 16. SALARY

A. Southeast School Support Personnel placement on the Board-adopted Salary Schedule shall be based upon training, experience, and military service. For placement on the Salary Schedule, an employee must be given credit for all past experience within the Southeast Local Schools regardless of seniority, which can differ from years of experience.

B. Payment of salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal payments, commencing September of each school year and ending in August of each school year. Notification of any Board-instituted changes in payroll deductions and an explanation of such changes will be included with the paycheck.

Each paycheck shall be placed into envelopes by the Treasurer's Office.

If the pay day falls on a day that is not a regularly scheduled work day, the paychecks will be given the day before the pay day. If that date is not a regularly scheduled work day, then the checks will be mailed two (2) days before the pay day.

Drivers shall be paid, under normal circumstances, at 9:00 A.M. on pay day.

Effective Date	Base Salary Increase
1st year: July 1, 2009 thru-June 30, 2010	1%
2nd year: July 1, 2010 thru June 30, 2011	0%
3rd year: July 1, 2011 thru June 30, 2012	0%

In the second and third years of this collective bargaining agreement the Board and the Association agree to meet to determine if finances are available to reopen to negotiate and increase in the base wage.

C. Index for each group

0	1.000
1	1.05
2	1.095
3	1.14
4	1.19
5	1.235
6	1.28
7	1.33
8	1.375
9	1.42
15	1.46

D. Salary for 2009 – 2010 Effective: July 1, 2009

Steps	Index	Food	Secretary	ESP	Para	Bus Drivers	Van Drivers
0	1.000	$10.03	$11.02	$10.03	$10.13	$12.54	$10.43
1	1.050	$10.53	$11.57	$10.53	$10.64	$13.17	$10.96
2	1.095	$10.98	$12.07	$10.98	$11.09	$13.74	$11.42
3	1.140	$11.43	$12.56	$11.43	$11.54	$14.30	$11.90
4	1.190	$11.94	$13.11	$11.94	$12.06	$14.93	$12.41
5	1.235	$12.38	$13.60	$12.38	$12.51	$15.49	$12.89
6	1.280	$12.84	$14.10	$12.84	$12.97	$16.06	$13.35
7	1.330	$13.34	$14.66	$13.34	$13.47	$16.69	$13.88
8	1.375	$13.79	$15.15	$13.79	$13.93	$17.25	$14.34
9	1.420	$14.24	$15.64	$14.24	$14.38	$17.82	$14.28
15	1.460	$14.65	$16.09	$14.65	$14.79	$18.31	$15.23

A one time stipend will be paid out to bargaining unit members no later than the first pay in October in the following manner based on years of service: As of June 30, 2009.

A one time stipend based upon years of service will be provided after the ratification of this agreement.

The stipend will be based as follows:

0 – 5 years experience	$150
6 – 10 years experience	$200
11 – 15 years experience	$250
16 – 20 years experience	$300
21 – 25 years experience	$350
26 or more years experience	$400

E. All Southeast School Support Personnel shall receive one (1) ATHLETIC PASS to all home events at no cost to the employee.

ARTICLE 17. PROFESSIONAL DEVELOPMENT PROGRAM

A. The Board of Education shall appropriate for each calendar year a sum of $3,500 as a stipend to SSSP personnel for earned college/vocational or technical credit subject to the following conditions:

1. The employee shall have worked for the SELSD for a minimum of one (1) year.
2. The course taken must meet one of the following:
   a. be related to the employee's job responsibilities;
   b. be required to receive a degree/advanced degree;
   c. be used to satisfy the requirements for certification - licensure renewal; or,
   d. be used to acquire additional certification - licensure.
3. If the amounts requested exceed the sum appropriated by the Board, the amount shall be divided by the number of credit hours earned and the amounts listed in #6 shall be reduced. No employee will be reimbursed in excess of $400.
4. The Superintendent may approve correspondence and distance learning courses for reimbursement.
5. Procedure for application of payment:
   a. Employee shall submit a reimbursement form to the Superintendent by October 1st for a course taken during the last twelve (12) months. Evidence of successful completion of the course must accompany this form. This evidence can be in the form of a grade or the official transcript from an accredited university, college, vocational and/or technical

school where the course was taken. Proof of payment for the course is also required.

b. Payment will be made by October 30th in a single sum.

6. The employee qualified for such stipend shall be paid for the cost of courses approved in accordance with procedures established herein at the rate of up to $100 per semester hour (or equivalent), $150 per graduate semester hour. Reimbursement will not exceed the actual cost of the class.

7. Each employee receiving this stipend under this Section, prior to his/her receipt of such pay, shall agree that he/she will be on staff in the District for at least one full school year following receipt of such stipend. If such employee fails to remain in employment for the District for the required period, the amount of each stipend received during the prior school year shall be deducted from the employee's final pay.

ARTICLE 18. INSURANCE

The effective date of the Major Medical Plan will be September 1, 2009.

A Section 125 (IRS) Benefit Premium Only Plan will be made available for the purpose of deducting employee contributions of the premium for health benefits on a pre-tax basis.

A. HOSPITALIZATION/MAJOR MEDICAL INSURANCE:

1. The Board shall pay ninety-five percent (95%) of the premium for Board-approved Hospitalization/Major Medical Insurance for either Single or Family Plan, for full-time employees.

2. Five hour bus drivers hired after July 1, 2003 will have the option to select single medical coverage or pay the difference for family coverage. Upon receiving a continuing contract, five hour bus drivers will have the option to select single medical coverage or pay fifty (50%) for family coverage.

B. LIFE INSURANCE

The Board shall pay the premium for $50,000 of Term Life Insurance. Any Southeast School Support Personnel age 70 or older shall not be eligible for this benefit.

C. PRESCRIPTION DRUG INSURANCE

The Board shall pay 95% of the premium for a $3.00 deductible for generic drugs and $10 deductible for formulary brand drugs and $20 deductible for other brand drugs Single or Family Plan Prescription Drug Plan.

D. DENTAL INSURANCE

The Board shall pay the premium for Dental Insurance coverage for a Single or Family Plan.

E. VISION INSURANCE

The Board shall provide Single or Family Plan Vision Insurance.

F. The Board shall have the right to change insurance carriers during the term of this Agreement, provided that the level of coverage is equivalent or above current specifications.

G. It is the Southeast School Support Personnel's obligation to notify the Board, within thirty (30) calendar days, of any changes in Single or Family coverage.

H. SUPPLEMENTAL INSURANCE

All Southeast School Support Personnel may take advantage of our Supplemental Insurance plan. With this coverage, the employee's spouse's insurance is always primary and the employee's insurance is secondary. If no claims are paid in a twelve (12) month period, the employee will receive a payment of $500.

I. HEALTH BENEFIT OPTION

1. Effective July 1, 2006, each employee may elect not to participate in the District's insurance plans and will receive the following cash payments in lieu of coverage:

	Family	Single
Hospitalization and Major Medical	$1,380.00	$530.00
Vision	20.00	20.00
Dental	120.00	120.00
Total	$1,520.00	$670.00

a. Employees must make the decision to opt out of coverage during the annual hospitalization enrollment period of September.

b. Payment will be made on the first pay in November following the enrollment period.

c. The following deductions will be made from the cash payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare (if applicable).

d. Should an employee have, under the terms of the insurance plan, a legal status change during the year (12 months), the employee will have the needed benefits reinstated by making written notification to the Treasurer of the District. The cash payment will be prorated and the employee will have to reimburse the board for any overpayment (gross amount).

J. Insurance Study Committee: The parties agree that providing appropriate health care coverage while containing and controlling health care costs is the long term best interest of the Board and its employees. Therefore there will be established an Insurance Study Committee which shall be comprised of two (2) members of SELDTA, two (2) members of SSSPA, two (2) members of OAPSE, and two (2) members of the administration and/or Board. This committee will meet a minimum of two times per year and will review the District's present insurance coverage in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

ARTICLE 19. SERS "PICK-UP"

A. The Southeast Local Board, herewith, agrees to "pick-up" (assume and pay) contributions to the School Employees' Retirement System (SERS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be "picked-up" and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" and paid by the Board of Education.

2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up."

4. The "pick-up" shall apply to all compensation, including supplemental earnings thereafter.

5. It is anticipated that the Internal Revenue Service will treat this contribution "pick-up" by the employer as the employer contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

ARTICLE 20. DEDUCTIONS/FAIR SHARE FEE

A. VOLUNTARY DEDUCTIONS

1. Southeast School Support Personnel may request the following payroll deductions, upon completion of proper forms submitted to the Treasurer.

   a. Tax-Sheltered Annuities

   b. Supplemental Sick Pay Insurance

c. Towpath Credit Union. The Treasurer will forward the total amount deducted to the Credit Union, within five (5) working days of the deduction.

d. FCPE (The OEA Fund for Children & Public Education)

e. United Way

f. All Dues or Representation Fees

g. The electronic transfer of his/her payroll check to his/her bank or credit union.

B. DUES DEDUCTIONS

1. Each member shall submit a Payroll Deduction Form to the Board Treasurer by the end of the first week of school. This Payroll Deduction Form shall continue to be effective from year to year. The Treasurer shall have the form prior to making deductions.

(a) The deductions shall be made equally, except as necessary the last deduction may be adjusted accordingly, from each bi-weekly paycheck for eighteen (18) consecutive pays, commencing with the first pay in October.

(b) These deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.

(c) The Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

C. FAIR SHARE FEE DEDUCTIONS

1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Southeast School Support Personnel Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

(a) Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

(b) Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

i) sixty days employment in a bargaining unit position which shall be the required probationary period or
ii) January 15th.

(c) The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

(d) The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

(e) The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

(f) Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

2. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

(b) The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their Counsel at their sole expense. No settlement will be made without consent of their Counsel.

(c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its Counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

ARTICLE 21. SEVERANCE PAY

A. The Board will grant a Southeast School Support Personnel who is retiring, Severance Pay equal to the Southeast School Support Personnel's unused accumulated Sick Leave days at the Southeast School Support Personnel's per diem rate of pay, as determined by the employee's final base salary divided by the number of contract days in the school year.

B. Payment of Severance Pay shall eliminate all accrued Sick Leave days.

C. Regardless of the percentage received, the maximum number of days payable under this provision is seventy – six (76) days.

The formula for calculating Severance Pay shall be:

YEARS IN SOUTHEAST LOCAL SCHOOL DISTRICT

0-5	years 15% of Accumulated Sick Days
6-15	years 30% of Accumulated Sick Days
16-up	years 35% of Accumulated Sick Days

D. If an employee dies while still employed by the District, any severance pay due shall be paid to the employee's estate.

ARTICLE 22. WORKING CONDITIONS

A. Any School Support Personnel who is responsible for supervising a student with a medical condition that could be life-threatening shall be informed of that condition by having a conference with the nurse as soon as possible, but no later than the third week of September. Emergency forms shall be provided the first day of school.

B. Each member of the bargaining unit will be evaluated by his/her immediate supervisor by April 15. Continuing Contract employees will be evaluated at least once every three (3) years. New employees will be evaluated twice a year. The first evaluation will occur within the first ninety (90) days. The employee will receive a copy of the evaluation.

C. OCCUPATIONAL SAFETY AND HEALTH

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. Right to Reassign

The bargaining unit member will immediately notify his/her supervisor of the condition before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

ARTICLE 23. SUPREMACY OF THE AGREEMENT

This Agreement shall prevail over conflicting provisions of State Law, except for those provisions so delineated in Ohio Revised Code 4117.

ARTICLE 24. EFFECTS OF THE AGREEMENT

A. This Master Contract represents the Entire Agreement between the Board of Education and the Association. All rules, regulations, practices and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.

B. The parties acknowledge that during the negotiations which resulted in this Master Contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the Entire Contract between them, and settles all demands and issues on all matters within the scope of negotiations.

C. If, during the term of this Master Contract, there is a change in any applicable State or Federal Law, or rule or regulation adopted by the State Department of Education which requires the Board to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected terms or conditions within thirty (30) days.

D. The Board shall change its Personnel Policies and Practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Master Contract and such policy or practice, then the terms of this Master Contract shall prevail.

E. Within thirty (30) days after this Master Contract is signed, copies shall be printed and distributed to all Southeast School Support Personnel. Southeast School Support Personnel hired thereafter should also receive a copy. The Association shall be supplied with an additional ten (10) copies of this Master Contract. Any subsequent revisions or amendments shall also be printed and distributed to all bargaining unit members. The expense of such printings shall be borne equally by the Board and the Association.

ARTICLE 25. DURATION AND INTENT OF AGREEMENT

A. This Master Agreement, and the Appendices hereto, constitute the whole Agreement between the Southeast Board of Education and the Southeast School Support Personnel Association; and shall become effective at July 1, 2009, and shall remain in full force and effect through June 30, 2012

B. This Master Agreement shall be effective at 12:01 a.m. on July 1, 2009 and shall continue in full force and effect until midnight (12:00) June 30, 2012.

C. In witness thereof, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES TO AGREEMENT

Board President	Date	Association President
Superintendent	Date	Chief Negotiator
		Negotiations Team Member
		Negotiations Team Member
		Negotiations Team Member
		Negotiations Team Member

This Agreement and Appendices were accepted by the Southeast Board of Education at the meeting of August 31, 2009.

Board Treasurer	Date

APPENDIX A

SOUTHEAST LOCAL SCHOOLS
All Purpose Leave Form

Certified Personnel Use This Side

Name _____
Building: _____
Date(s) of Leave: _____
Number of working days to be absent: _____

Leaves (check only one)

- ❑ Association Leave _____ Signature of Assoc. President
- ❑ Assault Leave
- ❑ Compulsory Leave (attach substantiation)
- ❑ Field Trip
- ❑ Parental Leave (attach statement)
- ❑ Professional Workshop/Conference Leave (attach reason and place)
- ❑ Sabbatical Leave (attach synopsis of program or Purpose for improvement)
- ❑ Political
- ❑ Other
- ❑ Sick (check one below)
  - ❑ personal illness or injury
  - ❑ exposure to contagious disease
  - ❑ pregnancy
  - ❑ illness, injury, death in immediate family

  Name _____
  Relation _____

Personal (check one below)

- ❑ Unrestricted
- ❑ Restricted:
  - ❑ an emergency and/or personal obligation
  - ❑ family obligations not covered by sick leave
  - ❑ observance of a religious holiday other than those on the official school calendar

Administrative, Non-Union & Classified Use This Side

Name _____
Building: _____
Date(s) of Leave: _____
Number of working days to be absent: _____

Leaves (check only one)

- ❑ Association Leave _____ Signature of Assoc. President
- ❑ Assault Leave
- ❑ Compulsory Leave (attach substantiation)
- ❑ Field Trip
- ❑ Parental Leave (attach statement)
- ❑ Professional Workshop/Conference Leave (attach reason and place)
- ❑ Sabbatical Leave (attach synopsis of program or Purpose for improvement)
- ❑ Political
- ☒ Other (vacation, etc) Vacation
- ❑ Sick (check one below)
  - ❑ personal illness or injury
  - ❑ exposure to contagious disease
  - ❑ pregnancy
  - ❑ illness, injury, death in immediate family

  Name _____
  Relation _____

Personal (check one below)

- ❑ Unrestricted
- ❑ Restricted: ❑ an emergency and/or personal obligation
  - ❑ family obligations not covered by sick leave
  - ❑ observance of a religious holiday other than those on the official school calendar

Employee Signature	Principal/Supervisor Signature	Superintendent Signature
Date	Date	Date

- Superintendent
- Building Principal
- Person Requesting Leave
- Attendance

Board Action (if necessary) Approved Not Approved

Date of Board Action: _____

APPENDIX B

SOUTHEAST LOCAL SCHOOL DISTRICT
GRIEVANCE FORM [LEVEL___]

Name _____ Building _____

Alleged violations, misinterpretations, or misapplications of Contract _____, Policy_____, Rule or Regulation _____.

STATEMENT OF GRIEVANCE [include the pertinent provisions of Contract, Policy, Rule or Regulation, and be concise] _____

_____

_____

_____

_____

REMEDY REQUESTED _____

_____

_____

_____

_____

_____ _____
Signature of Aggrieved Date

DISPOSITION RENDERED _____

_____

_____

_____

_____ _____
Signature of Person Rendering Disposition Date

(Attach additional pages, if needed for completion of any section.)

APPENDIX C

SOUTHEAST LOCAL SCHOOL DISTRICT
Ravenna, Ohio

CLASSIFIED LIMITED CONTRACT

AN AGREEMENT ENTERED INTO between _____ who is referred to hereinafter as the "employee", and the Board of Education of the Southeast Local School District of Portage County, Ohio.

WHEREAS, the employee does not have continuing service status in the Southeast Local School District and has been recommended for employment or reemployment under a limited contract of employment by the superintendent of schools of the Southeast Local School District, and the Board of Education has approved such recommendation; and

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract the employee shall be employed in the public schools of the said district as _____for a period of _____ year(s), beginning with the _____ school year; and

To Abide by and maintain the written policies and rules adopted by the said Board of Education and the Master Agreement between the Southeast Local Support Personnel Association and the Board; to adhere to the employer's customary working hours for such position, and to perform such duties in connection with such employment as may be assigned to him/her.

IN CONSIDERATION HEREOF the Board of Education agrees to pay the employee the sum of **$**_____ per hour and subject to all deductions that may be required or authorized by law.

Entered into at Ravenna, Ohio on _____.

BOARD OF EDUCATION

_____ _____
Employee President

_____
Treasurer

Regular Service Credit

Other Service Credit

Total Service Credit

On contracts for more than one year, the provisions of RC 3319.082 as to salary notices apply.

**** Please sign both copies and return one copy to the Treasurer's Office.**

APPENDIX C

SOUTHEAST LOCAL SCHOOL DISTRICT
Ravenna, Ohio

Classified Employee's Continuing Contract

Office of the Board of Education
Southeast Local School District
Ravenna, Ohio

AN AGREEMENT, made and entered into between _____and the Board of Education of the Southeast Local School District in Portage County, Ohio.

NOW, THEREFORE WITNESSETH, that_____ has hereby been granted continuing service status as recommended by the superintendent of schools and approved by the Board of Education of the Southeast Local School District; and agrees to employment as_____ in the public schools of said district from the date of this contract until he/she resigns, elects to retire, is retired, or until said contract is terminated or suspended as provided by law.

IT IS MUTUALLY AGREED that on and after the effective day of employment under this contract the employee shall abide by and maintain the written policies and rules adopted by said Board of Education and the Master Agreement between the Southeast Local Support Personnel Association and the Board; to adhere to the employer's customary working hours for such position, and to perform such duties in connection with such employment as may be assigned to him/her.

IN CONSIDERATION HEREOF the Board of Education agrees to pay the employee the sum of **$**_____hourly, payable biweekly and subject to all deductions that may be required or authorized by law.

ENTERED INTO AT RAVENNA, OHIO ON _____.

_____ _____
Employee Signature President, Board of Education

_____
Treasurer, Board of Education

Regular Service Credit

Other Service Credit

Total Service Credit

On continuing contracts the provisions of O.R.C. 3319.082 as to salary notices apply.

APPENDIX D

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Southeast Local School District, certifies that the money required to meet the obligations of the Board during Fiscal Years 2010-2012 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Southeast Local School District, Ohio, and the Superintendent of Schools of the Southeast Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: August 31, 2009

Cassie J Bergman
Treasurer, Board of Education
Southeast Local School District, Ohio

Superintendent of Schools
Southeast Local School District, Ohio

President, Board of Education
Southeast Local School District, Ohio