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Agreement

Between the

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**CHAPTER 207
OF THE
OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES**

AND THE

**BOARD OF EDUCATION
SOUTH EUCLID-LYNDBURST
SCHOOL DISTRICT**

SCHOOL YEARS

July 1 2009-2010
2010-2011
2011-2012 *June 30*

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PREAMBLE

It is the purpose of this Agreement to establish the relationship between the Board of Education and Chapter 207 of the Ohio Association of Public School Employees and to establish an orderly procedure for the consideration and resolution of matters subject to negotiations. The parties do hereby agree as follows:

I. RECOGNITION

A. RECOGNITION OF ASSOCIATION:

1. The South Euclid-Lyndhurst Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, affiliated with AFSCME/AFL-CIO, and its Chapter 207, hereinafter referred to as the Association, as the exclusive representative of all regularly employed, or to be employed, listed on the Secretarial/Clerical Job List and Classification (Appendix D) including those on leave or eligible for recall as provided for in Article XVI.

The following positions shall be excluded from the bargaining unit:

- Secretary to Superintendent
- Assistant Secretary to Superintendent
- Secretary to the Director of Business Services and Classified Personnel (1)
- Secretary to the Director of Human Resources
- Assistant Treasurer
- Regular employees working an average of fifteen (15) hours or less a week.

2. The recognition herein granted shall continue uninterrupted unless and until a new bargaining agent is certified or the Association is decertified pursuant to provisions of Chapter 4117 of the Ohio Revised Code.
3. All signatures on authorization cards shall be dated by the employee when they are signed. To the extent permitted by law, including the rules, regulations and rulings of the State Employment Relations Board, the only signatures on authorization cards which shall be considered valid are those which have been signed within ninety (90) days of the date of filing.

B. RECOGNITION OF BOARD:

The Association recognizes the Board as the locally-elected body charged with the control, supervision and administration of public education in the South Euclid-Lyndhurst City School District and as the employer of all classified personnel of the school system. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

C. RECOGNITION OF SUPERINTENDENT:

The Association recognizes the Superintendent as the chief executive officer and primary advisor of the Board.

II. ASSOCIATION RIGHTS

A. BOARD/ASSOCIATION MATERIALS:

The Association shall receive advance notice of all Board meetings, including an agenda of the meeting and all publicly distributed materials, and shall be sent a copy of the official minutes of such meetings.

At the time of posting or distribution, one (1) informational copy of all routine, locally-produced Association notices, circulars and other materials shall be sent to the Superintendent of Schools and five (5) copies shall be sent to the Director of Business Services.

B. DUES DEDUCTIONS/AGENCY SHOP:

1. Dues:

The Board will deduct Association State and Local dues from an employee's pay provided that the individual authorizes such deduction in writing. The schedule for deductions and the procedures to be followed for employee authorizations shall receive the approval of the Treasurer.

Individual dues deduction authorizations shall remain in full force and effect for a period of one year, except that a dues deduction may be withdrawn, in writing, during the period beginning August 22 and ending August 31. If the dues deduction authorization is not revoked, in writing, during this period it shall remain in effect for an additional period of one year.

It shall be the Association's obligation to supply the Treasurer no later than October 10 with information for the current year's deductions including members' names, work assignments and total amount to be deducted from each individual's pay. The Board's obligation under this provision shall cease in regard to any individual who leaves the Board's employment.

2. Agency Shop:

- a. The Association recognizes its obligation to fairly and equitably represent all members of the Bargaining unit whether or not they are members of the Association. The Association will provide a list of names to the Board's Treasurer of its members by October 10 of each school year and the amount of unified dues. The Treasurer will deduct the fair share fee from the paychecks of bargaining unit members who elect not to join the Association.
- b. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to Federal law and provisions of Section 4117.09(C) of the Ohio Revised Code.
- c. The fair share fee provided for by this section shall be collected from all members of the bargaining unit who are not members of the Association. It shall not be collected from any other employee. No member of the bargaining unit is required by this Agreement to become a member of the Association.
- d. Any person who has been declared exempt by S.E.R.B. from paying the fair share fee because of religious belief shall be exempted from paying fair share fees or union dues subject to applicable provisions of 4117.09(C).
- e. The fair share fee provided for by this section shall be deducted from the pay of each employee required to pay it on the same schedule as dues are deducted.

3. **Hold Harmless:**

The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees under the terms of this Agreement.

C. **MAIL PRIVILEGES:**

The Association shall be allowed to use interschool mail delivery services and district e-mail for Association purposes. However, such permission shall not extend to the promotion of any private interest through advertisement of the sale of goods or services.

D. **MEMBERSHIP:**

Both parties recognize that school employees have the right to join or not to join any organization for their economic improvement and that membership in any organization shall not be required as a condition of employment. The Board agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reason of his/her membership or non-membership in any organization.

E. **RELEASED TIME:**

1. The Association shall be granted up to twelve (12) days per year of released time for use by members to participate in the annual OAPSE State Convention. No individual shall be absent more than three (3) days for this reason.

Application for such absence requires the Superintendent's or designee's approval and shall be submitted directly to him/her at least two (2) weeks in advance.

2. The Association President or designee shall be granted release time at his/her regular rate of pay to attend disciplinary/grievance hearings and arbitrations. The Association President shall be granted up to one-half (1/2) day per month to be taken all at one time, as needed.
3. Should school buildings be closed for students on Professional Growth Day, the Board agrees to permit all employees who are normally scheduled to work on that day and who are members of the Ohio Association of Public School Employees to attend OAPSE workshops which are held on that day and to be paid their regular daily rate by the Board of Education for such attendance. In order to be paid, members must sign in at the beginning of the meetings. OAPSE shall keep a record of those attending and turn in said record to the payroll department on the next scheduled workday.

F. **SENIORITY ROSTERS:**

The Administration will furnish the OAPSE members with seniority rosters each November showing each classified employee's hire date and current classification. The Administration shall furnish the Association President with timely information on the employment status of bargaining unit members: new hires, terminations/resignations, layoffs, promotions, demotions and transfers. Upon request, the Administration shall provide the Association President with an updated seniority list.

G. **USE OF FACILITIES:**

The Association shall have the right to use school building facilities in accordance with established regulations. The Board agrees to notify the Association of changes in regulations which affect the Association's use of school building facilities prior to the effective date of such changes.

H. **P.E.O.P.L.E.:**

With proper written authorization from five bargaining unit members or more, the Board agrees to deduct for P.E.O.P.L.E., (Public Employees Organized to Promote Legislative Equality) from employees paychecks.

III. THE NEGOTIATING PROCESS

A. **REPRESENTATION:**

Designated representative of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Agreement. The teams shall consist of representatives of the Association, not to exceed five (5) and representatives of the Board, not to exceed five (5).

B. **AUTHORITY OF NEGOTIATORS:**

While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

C. **SUBJECTS OF NEGOTIATION:**

The subjects of negotiation shall include all matters pertaining to wages, hours and terms and conditions of employment and other mutually agreed upon subjects.

D. **NEGOTIATION SCHEDULE:**

Negotiations on the subjects specified above may commence between the sixtieth (60th) and ninetieth (90th) day prior to expiration of this Agreement. Either party may serve notice on the other that it wishes to commence negotiations for an amended Agreement. Initial negotiations packages shall be exchanged no later than the sixtieth (60th) day prior to the expiration of this Agreement. A copy of the notice shall be sent to the State Employment Relations Board, unless the parties agree in writing to an extension of time.

E. **GOOD FAITH NEGOTIATING:**

All parties involved recognize their responsibilities for negotiating in good faith. "Good faith" means the obligation of the negotiating teams to meet at reasonable times and places, to react to the other's proposals and respond to an unacceptable proposal with counterproposal or a reason for its rejection. "Good faith" does not require that either party make a concession. Both parties recognize the right of each party to present its views and opinions without censure or penalty.

F. **MEETINGS:**

A mutually convenient meeting date shall be set within fifteen (15) days of the date of the notice to negotiate. Specific items to be presented for negotiations must be exchanged at least forty eight (48) hours prior to the meeting and shall constitute the agenda for the meeting. Additional proposals may be submitted by either side at the first session but none may be added to the agenda after that time except by mutual consent. Negotiation meetings shall be held in executive session at a mutually agreed upon location.

Meetings shall be scheduled to interfere least with school schedules. When it is mutually agreed that meetings take place during the working day, school employees on the negotiating team shall be given released time without loss of pay.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization (pending completion of the entire agenda) by ratification of the membership of the Association and adoption by the Board as provided in Section K of this Article.

If necessary, the date, time and place of the next meeting shall be established.

G. **EXCHANGE OF INFORMATION:**

Upon written request, the parties shall furnish to each other all relevant information which is not prohibited by state or federal law.

H. **CONSULTANTS:**

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Costs of such consulting service shall be borne by the party requesting it.

I. **JOINT STUDY COMMITTEES:**

The parties may appoint joint ad hoc study committees to research, study and develop reports and to make recommendations on matters under consideration. Such committees shall operate under procedures approved by parties involved and report findings directly to them.

J. **REPORTING:**

During negotiations, interim reports may be made to the Association membership by its representatives and to the Board and the Administration by its representatives.

Periodic progress reports may be issued to individuals not directly represented by the Association or the Board but only with the prior approval of both parties.

K. **AGREEMENT:**

When an agreement is reached, it shall be reduced to writing. With all negotiators recommending approval, it shall be submitted to the Association and then to the Board for formal ratification. The outcome shall become a part of the official minutes of the Board and be binding upon both parties. No provisions of the resulting agreement shall discriminate against any classified employee regardless of membership or non-membership in the Association.

L. **DISAGREEMENT:**

The negotiations procedure set forth below supersedes and takes precedence over any inconsistent time limits or procedures set forth in Ohio Revised Code Section 4117.14, which statutory time limits and procedures are hereby expressly and mutually waived. Mediation, as described below, constitutes the parties mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Ohio Revised Code Section 4117.14.

The negotiations procedural agreement set forth in this Article is the result of the parties' agreement as to the conduct of negotiations. Pursuant to Section 4117.14 of the Ohio Revised Code the parties intend that this procedure shall supersede the procedures in said Revised Code section.

1. **Responsibilities**

Recognizing their respective responsibilities for the welfare of the children of the school district, the parties accept their obligation to avoid interrupting the operation of the school system. To this end, the parties pledge themselves to negotiate in good faith and, in the event of disagreement, to use in good faith such mediatory facilities as are provided in paragraph 3 below. The Association agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full service.

2. **Breakdown in Negotiations**

Upon a breakdown in negotiations and prior to the utilization of mediation or advisory facilities, the Association's negotiating team shall have the privilege of presenting its position to the Board, with the Board's negotiators in attendance. Likewise, the Board's negotiating team shall have the right to make a presentation to the officers of the Association, in the presence of the Association's negotiators. Such presentation(s) shall be followed by the resumption of the negotiations or by third party intervention as provided hereafter.

3. **Mediation**

If the foregoing procedures do not produce a satisfactory settlement within forty-five (45) calendar days of the day on which the first proposed packages are exchanged, or a date mutually agree upon, either party may request that the matter be submitted to mediation for the purpose of resolving the controversy on mutually acceptable terms. If agreement cannot be reached on the appointment of a mediator within five (5) days, the parties shall request that mediation upon any and all unresolved issues be conducted by the Federal Mediation and Conciliation Service. In case the Federal Mediation and Conciliation Service is unable to provide the service requested, then the parties will petition the American Arbitration Association for assistance. If the services of AAA are requested, the parties shall select a mediator from the list of seven (7) names provided by the AAA by the alternate strike method. A second list of seven (7) names may be requested by either party. A toss of the coin shall determine who strikes first. The mediator so appointed shall meet with representatives of the parties and shall take such steps as he may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of fifteen (15) weekdays, from first mediation session excluding holidays, from the time of appointment to affect a resolution of the matters at issue.

4. **Costs**

The costs that may be incurred in securing and utilizing the services of a neutral shall be shared equally by the Board and the Association.

IV. PROVISIONS CONTRARY TO LAW

If any provisions of this Document or any application of this Document to any school employee shall be found contrary to law, this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

In the case of such invalidation, at the request of either party, the parties shall meet within fifteen (15) days to negotiate a replacement clause.

V. GRIEVANCE PROCEDURE

Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for a staff member and her/his Principal or other immediate supervisor to resolve complaints and disagreements involving welfare and working conditions through free and informal interaction. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

A. DEFINITION:

A grievance is any matter concerning:

1. The interpretation, application or alleged violation of this Agreement.
2. The reasonableness or application of the work rules which result in discipline of an employee.
3. The discipline or discharge of any employee (except for probationary limitations delineated in Article VI herein).

Grievances can be filed by any employee, a group of employees or the Association.

Such a grievance may be resolved by the procedure set forth herein, unless precluded by statutory provisions.

B. THE PROCEDURE:

Before a formal grievance may be filed, the employee(s) must talk with the immediate supervisor concerning the problem. At the employee(s) discretion, a representative of the union may be present at this informal level.

Level One:

If a problem is not resolved informally, a staff member(s) may present a formal grievance in writing to his/her Principal or other immediate supervisor. Such grievance, however, shall be so presented within fifteen (15) days after the aggrieved person knew, or should have known, of the act, event or condition on which the grievance is based.

Either the aggrieved person(s) or the Principal/supervisor involved may request a conference prior to the rendering of a decision, in which case a discussion shall take place within five (5) days after the filing of a grievance. The Principal/supervisor shall immediately notify the Association of the scheduled conference. The Association representative shall be given reasonable notice and shall have the opportunity to be present. Within five (5) days after receipt of the alleged grievance or five (5) days after the conference, whichever is later, the Principal/supervisor shall render a written decision together with supporting reasons, to the aggrieved person(s) and the Association representative.

Level Two:

If the Grievance is not resolved at Level One, the aggrieved person(s) may, within ten (10) days after receiving the decision, appeal in writing, through the Association, to the Superintendent/designee.

Either the aggrieved person(s) or the Association or the Superintendent/designee may request a conference prior to the rendering of a decision, in which case the hearing shall take place within ten (10) days after receipt of the appeal. The Association Representative shall be given reasonable notice and shall have the opportunity to be present.

No later than five (5) days after the hearing, the Superintendent/designee shall communicate the decision in writing, together with supporting reasons, to the aggrieved person(s) and the Association representative. If a hearing is not held, the Superintendent/designee shall render a decision within ten (10) days of receipt of the appeal.

Level Three:

If the Superintendent/designee fails to resolve the grievance, a written request for arbitration may be submitted by the grievant, through the Association, to the Superintendent/designee within twenty (20) days after receiving his/her decision from Level Two. *Within five (5) days after receiving such request, the Superintendent/designee and the Association field representative shall meet to agree upon an arbitrator. If agreement as to the arbitrator is not reached at that time, the parties shall immediately contract the Federal Mediation and Conciliation Services or the American Arbitration Association. If the services of AAA or FMCS are requested, the parties shall select an arbitrator from the list of seven (7) names by the alternate strike method. A second list of seven names may be requested by either party. A toss of the coin shall determine who strikes first.

*(Note: The Association shall determine whether or not to expend funds for the requested arbitration prior to submitting the grievance to Level Three).

The arbitrator shall be empowered only to base his/her decision upon a specific article or provision of this Agreement, and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree that an award of the arbitrator shall be final and binding on all parties unless contrary to law. The fees and expenses of the arbitrator shall be paid by the losing party.

C. GENERAL PROVISIONS:

1. Any grievance may be withdrawn at any level without prejudice, to other grievances, but the specific grievance which is withdrawn cannot be reopened.
2. In determining time limits at all levels of the procedure, Saturdays, Sundays and holidays shall be excluded.
3. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated should be considered as a maximum. However, the time limits may be extended by mutual agreement.
4. When a grievance is filed involving an employee(s) who works less than a full year, the time limits set forth herein shall be reduced so that the grievance process may be exhausted prior to the end of such work year or as soon thereafter as practicable.
5. Failure of the aggrieved person(s) to appeal a grievance disposition from any level to the next within the time limits specified herein shall be deemed acceptance of the decision rendered at that level.

6. The resolution of any grievance as a result of failure to meet time limits will not prejudice future grievances on the same issue.
7. The lack of a timely response at any level by an administrator shall permit the employee to proceed to the next level of the Grievance Procedure.
8. No aggrieved person(s) shall be required to meet with an administrator at any stage of the grievance procedure without the presence of an Association representative. However, during procedures at Level One, such representative must be currently employed by the South Euclid-Lyndhurst school system.
9. No reprisal of any kind shall be taken against any person involved in the grievance proceedings because of such participation.
10. If a grievance arises from an act or condition affecting a level higher than Level One, the grievance may be presented initially at the appropriate level. However, the fifteen (15) day time limit for initial presentation, as specified at Level One, will apply.
11. To facilitate the operation of the grievance process, the necessary forms shall be developed jointly by the Association and the Administration, and made available to staff members by the Director of Business Services.
12. All written and printed matter dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
13. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times and in such way as not to cause interruption or interference with established work schedules and duties.
14. Hearings held in connection with the Grievance Procedure shall be scheduled at times outside of any Association participant's working hours unless otherwise mutually agreed by the parties.

D. **LABOR MANAGEMENT COMMITTEE:**

In mutual recognition of the benefits to be gained from an active and continuing interchange of ideas and joint discussion of problems within the context of the labor management process, the Superintendent and/or designee and no more than two representatives of OAPSE #207, shall meet at least monthly (for at least one hour) in a planned effort to identify conditions of employment that frustrate a satisfying and productive work effort. Minutes of these meetings shall be maintained.

E. **CIVIL SERVICE:**

All matters which, prior to the execution of this Agreement were formerly within the jurisdiction of the municipal Civil Service Commission, except those matters expressly excluded by O.R.C. 4117.08(B), are subject to exclusive and binding resolution through the grievance procedure.

VI. PROBATION

A. **NEW EMPLOYEE:**

1. All new employees shall serve a probationary period for the first one hundred (100) work days of their employment. The Superintendent/designee may discharge a probationary employee at any time during the last twenty (20) work days without the need to establish proper cause, but a reason will be provided.

2. A probationary employee shall receive the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge during the last twenty (20) work days.
3. In the event a probationary employee is discharged, the Association President of #207 and employee shall receive a copy of the notice of discharge.
4. Probationary employees and his/her supervisor shall meet a minimum of every twenty (20) work days for an evaluation conference.
5. Any probation employee who feels he/she has been discharged unfairly shall have the right to appeal his/her case as follows:

a. **Written appeal to supervisor**

During the time of the evaluation conference, the employee has the right and obligation to make written comment where he or she disagrees with what the appraiser has noted. This is the first level of appeal and it is expected that this is the place where most appeals will be settled.

b. **Request conference with Superintendent**

If the employee is not satisfied with the disposition of the appeal, then he or she may request in writing an informal conference with the Superintendent.

B. **PROMOTED/TRANSFERRED EMPLOYEE:**

1. An employee who is promoted or transferred to another job classification shall serve a probationary period of sixty (60) work days.
2. Employees who accept a promotional position or transfer to another classification and consequently do not satisfactorily adjust to the new position during their probationary period shall be permitted to voluntarily return to their previous classification, or can be returned by the Board to their previous position.
3. When the Board is returning an employee to the prior position, the Superintendent/designee shall meet with the employee to discuss the reasons for the decision. The Association President and the employee shall receive a copy of the notice of return to the prior job. Upon return to the prior job, the employee shall resume the rate of pay and benefits in that classification and continue with seniority unbroken by the temporary position. The reasons and return of the employee to the prior job under this section shall not be subject to the grievance procedure.

VII. DISCIPLINE AND DISCHARGE

A. **TENURE:**

The employment of every employee after completion of the initial probationary period shall be continuous until the employee resigns or retires and the Board of Education acts on the resignation or retirement, until the employee is laid off in accordance with the negotiated reduction in force policy and has exhausted all recall rights.

The tenure of every employee shall be during good behavior and efficient service and no such employee shall be disciplined, demoted, reduced in pay, suspended or discharged except for just cause.

Disciplinary action may be taken for any of the following:

1. Incompetency
2. Inefficiency
3. Dishonesty
4. Drunkenness on the job
5. Immoral conduct on the job or which results in criminal conviction.
6. Insubordination
7. Discourteous treatment of the public
- 8 Neglect of duty
9. Violation of work rules
10. Any other acts of misfeasance, malfeasance and non-feasance

B. DISCIPLINE:

1. An employee shall be entitled to be accompanied by an OAPSE representative of his/her choice at any time he/she is required to meet with a member or members of the supervisory or administrative staff to discuss matters related to the disciplining of that employee.
2. The principles of progressive discipline shall be followed, with oral warning given prior to written warning in all cases except for offenses of a serious nature where an oral warning would not be commensurate with the seriousness of the offense. Offenses of serious nature may justify discharge without regard to previous reprimand or discipline.
3. If an employee poses a serious danger to persons or Board property the Superintendent/designee may suspend an employee without pay for up to three (3) days pending a hearing to determine disciplinary action. In all other cases, no employee shall be disciplined without a conference to give the employee an opportunity to challenge the reasons for the intended action.
4. Prior to any hearing which may lead to discipline, the employee and the Association shall be given written notice of the charges and material supporting the charges. At the request of the employee, a reasonable extension of the hearing date, not to exceed three (3) days, shall be granted. At the hearing, the appropriate administrator shall present the charges and the employee and his/her representative shall have the opportunity to defend against the charges.
5. When imposing discipline, the Superintendent/designee shall provide the employee and the Association with a written statement of discipline including:
 - a. the grounds for the discipline;
 - b. the exact nature of the discipline (including specific dates where applicable); and
 - c. the employee's rights to appeal.

C. **EXCLUSIVITY:**

Notwithstanding O.R.C. Chapter 124, the tenure, discipline and discharge of employees shall be governed by this Article.

VIII. LEAVES

A. **ASSAULT LEAVE:**

1. A member of the bargaining unit who is absent due to injury resulting from an assault, or student initiated injury in the course of breaking school rules, which occurs in the course of Board employment while on school grounds or in attendance at a school-sponsored function, shall be eligible to receive assault leave.
2. Such leave shall be granted for a period not to exceed sixty (60) days upon the member's delivering to the Superintendent a signed statement on forms prescribed by the Board (Appendix G) and maintained by the Treasurer. The member shall file a full written report concerning any assault after having the opportunity to consult with representation of her or his choice. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The Superintendent may require that the process of establishing a member's eligibility for assault leave may also include an examination by a Board-appointed physician. In that event, the examination shall be at Board expense.
3. At the written request of the member an additional sixty (60) days of leave shall be granted if the need for such is verified through re-examination by a Board-appointed physician. This examination shall be at Board expense.
4. Payment for assault leave shall equal the member's per diem rate of pay exclusive of overtime and supplementary pay, less workers' compensation, and will not be approved for payment unless and until the form and/or certificate, as provided above, are submitted to the Superintendent. Falsification of either the signed statement or a physician's certificate is ground for suspension or termination of employment.

Where the member exhausts his/her assault leave, she/he may utilize any of her/his accumulated and unused sick leave.

B. **PARENTAL LEAVE AFTER THE BIRTH OF A CHILD:**

An employee who is pregnant or who anticipates taking a leave shall file a letter of notification with the Superintendent/designee no later than the end of the sixth (6) month of pregnancy. This notification shall include the anticipated delivery date, verified by an accompanying statement from the attending physician, and shall indicate which leave option the employee plans to take. Between the time leave is requested and two (2) calendar weeks following the delivery date, the employee may change leave options or may cancel the leave upon written notification to the Superintendent/designee.

An employee who is pregnant may choose one of the following options:

1. **Parental Leave.** If the employee chooses to take a Parental Leave of Absence, the actual beginning of the leave shall be no later than two (2) calendar weeks following the delivery date or at such earlier time as specified by the employee. The leave shall extend through the remainder of the school year in which the leave begins or for a shorter period at the request of the employee and with the approval of the Superintendent. Upon the request of the employee, the leave may be extended for one additional school year or two additional school years if the birth occurs on or after March 1. Such leave shall be without compensation.

Individuals on Parental Leave shall notify the Superintendent/designee, by certified mail, of plans for the coming school year by June 15th. If such notification is not received by the appropriate date, the Superintendent/designee will mail an inquiry by certified mail to the member's last known address. If the member does not respond within two (2) calendar weeks, it will be assumed that the individual on leave does not wish to return to employment with the South Euclid-Lyndhurst Schools.

A position shall be available as of the commencement of the school year to any individual who makes timely notification according to the terms of this provision unless she has been placed on the recall list in accordance with provisions of Article XVI.

The employee returning from Parental Leave shall be assigned the same position the employee left or an equivalent one for which the employee is qualified and certified.

Subject to the limitations below, during the first twelve (12) weeks of any parental leave, the employee's participation in the medical insurance coverage provided in Article XVII of this Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the parental leave, less any earlier period of absence that qualifies for FMLA purposes in that school year. Such coverage, at Board expense, shall not exceed twelve (12) weeks during any school year, including any other periods of absence which qualify for FMLA purposes during that school year. In the event an employee has taken paid sick leave, as described below, in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation of health benefits, at Board expense, during the otherwise unpaid parental leave. An employee will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one (1) full school year of service.

2. **Use of Accumulated Sick Leave.** An employee may take accumulated Sick Leave beginning the day following the delivery date. Should the employee wish to utilize accumulated Sick Leave for a period extending beyond six weeks (or 30 full time working days) following the delivery date, written authorization from the employee's physician shall be submitted to the Superintendent/designee indicating that such continued leave is necessary. The employee returning from Sick Leave shall be assigned the same position the employee left unless reassignment occurs in accordance with other provisions of this Agreement.
3. **Leave of Absence.** In the event an employee has no accumulated Sick Leave or chooses not to use Sick Leave, the employee may take up to twelve (12) weeks of unpaid leave beginning as early as the day following the delivery date. If the school year ends prior to the completion of the twelve week period, the remainder of the leave may not be carried over to the following school year, and the leave shall terminate. The employee returning from a Leave of Absence shall be assigned the same position the employee left unless reassignment occurs in accordance with the provisions of this Agreement.
4. **Sick Leave/Leave of Absence.** If an employee has insufficient accumulated Sick Leave to elect option two (2), the employee may use the sick days she has accumulated (up to a total of six weeks, or 30 full time working days, without physician authorization and beyond that with such authorization) and take the remainder of the twelve (12) weeks as an unpaid leave. The employee returning from Sick Leave/Leave of Absence shall be assigned the same position she left unless reassignment occurs in accordance with other provisions of this Agreement.

Upon return from any of the above options, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the employee except, in the case of unpaid leave time, such leave shall not be included for the purposes of seniority and placement on the salary schedule.

The child rearing portion of Parental Leave (Option #1) shall also be available to fathers upon at least ten (10) days advance notification. FMLA limits one parent to receive FMLA privileges when both parents work in the District. The leave may be delayed up to an additional ten (10) days if a satisfactory substitute is not available.

C. **ADOPTION LEAVE:**

A bargaining unit member who adopts a child shall be permitted to take an unpaid leave of absence. Such leave shall extend through the remainder of the work year in which the leave begins and, upon the request of the employee, for an additional work year. Individuals contemplating taking adoption leave shall notify the Superintendent/designee of this possibility at the time of their approval by the adoption agency or sixty (60) days prior to the beginning of the leave, whichever is earlier. The effective date of the adoption leave shall be established by notice to the Superintendent/designee at least two (2) weeks prior to the commencement of the leave. If the employee is eligible for FMLA, the employee's participation in the medical insurance coverage provided in Article XVII, Section A, should be continued at the level of Board contribution as provided therein for up to twelve (12) weeks consistent with the FMLA.

1. Such leave shall be without compensation, except as provided in the Leave Benefits provisions of the agreement.
2. Individuals on Adoption leave shall notify the Superintendent/designee by certified mail, of plans for the coming work year by June 15th. If notification is not received by the appropriate date and the member cannot be contacted by the Superintendent/designee at the last known address/phone number, it will be assumed that the individual on leave does not wish to return to employment with the South Euclid-Lyndhurst Schools. A position shall be available as of the commencement of the work year to any individual who makes timely notification according to the terms of this provision unless the employee has been placed on the recall list in accordance with the provision of Article XVI.
3. An employee returning from leave shall be assigned the same position the employee left or an equivalent one for which the employee is qualified.
4. Upon return, all rights with respect to salary increments and other benefits provided by law or granted by the Board shall be granted to the member, except such leave shall not be included for the purposes of seniority and placement on the salary schedule.

D. **ILLNESS/DISABILITY/OTHER LEAVE:**

1. **Illness or disability:**
 - a. A classified employee may submit a written request for a leave of absence for reasons of illness or other disability. The Board shall grant such leave of absence for a period of time not to exceed two consecutive years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.
 - b. Without request, the Board may grant similar leave of absence and renewals thereof to a regular employee because of physical or mental disability, but such employee may have a hearing concerning such unrequested leave of absence or its renewals in accordance with Division (c) of Section 3319.081 of the Ohio Revised Code.

2. **Other Leave:**

An employee may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six months. Subsequent requests may be renewed by the Board.

E. **LEAVE BENEFITS (For Illness/Disability/Adoption/Parental Leaves):**

1. Eligible employees who are on an approved Board leave of absence shall have the opportunity of continuing to receive South Euclid-Lyndhurst group insurance coverage. Except as provided in Section E.3 of this Article, such employee must reimburse the Board for the premium costs.
2. Subject to the limitations below, during the first twelve (12) weeks of any parental leave, the employee's participation in the medical insurance coverage provided in Article XVII of this Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the parental leave, less any earlier period of absence that qualifies for FMLA purposes in that school year. Such coverage, at Board expense, shall not exceed twelve (12) weeks during any school year, including any other periods of absence which qualify for FMLA purposes during that school year. In the event an employee has taken paid sick leave, as described below, in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation of health benefits, at Board expense, during the otherwise unpaid parental leave. An employee will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one (1) full year of service.
3. In the event of a leave of absence granted as a result of (a) the serious health condition of the employee, spouse, child or parent of the employee, or (b) a qualifying military situation arising when an employee's spouse, son, daughter, or parent is on active duty or is called to active duty status, or (c) an employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is required to care for the covered service member, the employee shall be eligible for continuation, at Board expense, of the group medical coverages provided under this Agreement consistent with the FMLA. Board payment toward the cost of such insurance coverages shall be at the level established under Article XVII. Continuation, at Board expense, of health insurance coverages during any period of an unpaid leave of absence for the reasons set forth in (a) or (b) above shall be for a period not to exceed a total of twelve (12) weeks in any school year. Continuation, at Board expense, of health insurance coverages during any period of unpaid leave of absence for the reasons set forth in (c) above, may be up to twenty-six (26) workweeks during a single twelve month period. At the expiration of the period of Board payment described immediately above, the employee shall be eligible to continue in her/his own expense, to participate in the Board's group insurance program in accordance with COBRA. The employee will receive notification of this opportunity from the District's benefits administrator, and upon receipt of notice, is responsible for making the election. If the employee elects to continue coverage, the employee must make payment for the coverages in the amounts on the dates specified by the third party administrator. The Superintendent/designee will serve as a liaison between the employee and the third party administrator.

For purposes of this Section, a qualifying military situation arises when an employee's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to the following types of situations:

- a. Attendance at official military-sponsored events,
- b. To provide or arrange for alternative childcare or schooling,
- c. To make financial or legal arrangements to address the member's absence while on active duty,

- d. Counseling,
- e. Rest and recuperation, and
- f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

In the event an employee has taken paid sick leave for any of the circumstances for which she/he applies for which she/he is eligible for FMLA, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence. It is the parties' intention that this Agreement comply with all aspects of the Board of Education and employees' respective rights and obligations under the FMLA.

If an employee elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article XVII and should the employee's reasons for not returning to work be other than the continuation, reoccurrence or onset of the health condition that gave rise to the leave, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

- 4. Upon the employee's return to service from an illness or disability leave, he/she shall be reinstated to his/her former position provided that the employee is capable of fully meeting the requirements of the position. Provisions of Article XVI of this Agreement regarding reduction in force and recall shall continue to apply as appropriate.

F. JURY DUTY LEAVE:

Employees who are not exempt from jury duty shall be paid his/her regular daily rate. Unless the employee serving jury duty does so on a non-work day, any jury duty compensation pay received from the Court System must be forfeited to the District.

G. PERSONAL LEAVE:

- 1. A regular employee may be absent with pay for a maximum of three (3) days per year (computed in hours) for personal reasons. Personal leave accumulation shall be equivalent to three times the number of hours worked per day. Personal leave shall be credited and available for use on July 1st of each year. Personal Leave shall be prorated for employees hired after July 1st based on their contracted annual hours.
 - a. Mandatory court appearances.
 - b. Serious illness of persons not covered by sick leave.
 - c. Urgent or infrequent family obligations not covered by sick leave such as weddings, graduations, religious ceremonies or similar matters not scheduled by the employee.
 - d. Recognized religious holidays.
 - e. Moving.

- f. Funerals of persons not covered by sick leave.
 - g. Necessary legal matters that cannot reasonably be performed outside of work hours.
 - h. Necessary business matters that cannot reasonably be performed outside of work hours.
 - i. Damage to the employee's house or property.
 - j. Participation in honorary events, award programs, or activities which offer the employee an opportunity for personal or professional growth.
 - k. Other legitimate reasons.
2. Requests shall be granted if:
- a. They cannot reasonably be handled outside of work hours;
 - b. They cannot reasonably be controlled by the individual making the request; and
 - c. They are not for recreational purposes.

3. **Procedure:**

- a. An employee who has available personal leave and wishes to use one or more days has the responsibility to notify the Office of the Director of Business Services in advance of the intended use of personal leave, except in cases of emergency when advance notice is not possible. In those situations, the employee shall notify the Office of the Director of Business Services as soon as possible. Notification shall be made using the AESOP system either through the computer log-in process or the call in process. The Superintendent/designee shall be responsible for processing the requests, and for all notices, inquiries, and activities associated with the implementation of this Article.
- b. Information will be required when the absence occurs immediately preceding or following a vacation, legal holiday, the opening or closing day of the school contract year, or when a valid reason exists for questioning the leave day(s). Any request for additional information shall be in writing and shall state the reason on which the request is based. The employee's response shall be in writing and shall provide sufficient information to establish that the leave meets the requirements of paragraph one (1) above.
- c. A properly completed Personal Leave request in AESOP shall be submitted as much in advance of the leave day(s) as practicable. However, if the cause of the absence makes it impossible to submit the request in advance, the employee shall be responsible for verbally reporting the absence to the responsible administrative officer and then confirming in writing immediately upon return.
- d. The deduction for any day of absence which meets the requirements of paragraph one (1) above beyond the three Personal Leave days allowable shall be limited to the cost of a substitute, whether or not a substitute is required. In the event that an employee uses more than three (3) personal leave days in a work year, the employee shall be required to provide sufficient specific information to establish that the days above three (3) are for the reasons included in this Personal Leave provision. A total accumulation of more than six (6) personal leave days per year must have the Superintendent's prior approval in each occurrence.
- e. All Personal Leave shall meet the requirements of paragraph one (1) above. Requests for Personal Leave in excess of three (3) days or as outlined in paragraph b above shall be marked approved or disapproved. Personal Leave requests in AESOP shall be disapproved if the leave does not meet with the requirements of paragraph one (1). The leave in AESOP shall be returned to the employee within two (2) days following its submission unless the Administrator requests additional information in accordance with Section b, in which case the leave request shall be returned to the employee within two (2) days following submission of the additional information. If the leave is disapproved, the reason for disapproval shall be clearly stated on the leave request in AESOP.

- f. The Superintendent/designee shall provide a copy of the written requests for additional information in accordance with Section b to the Association President when it is sent to the employee.

Employees who have any unused personal leave time shall, at the end of each contractual year, be able to convert their remaining personal leave time to sick leave. This conversion shall take place by August 15th of each year.

- g. Employees who have not used any of the three (3) personal leave days during the school year may elect to receive a \$300.00 bonus in lieu of converting personal leave to sick leave. If the option to receive \$300.00 is selected, the Treasurer will pay the said amount no later than the second pay in August for the school year just ended. Personal leave converted to cash under this provision cannot be converted to sick leave.

H. **SICK LEAVE:**

1. Each regular employee shall earn fifteen (15) days (computed in hours) of sick leave each year, which shall be credited at the rate of 1-1/4 days per month of completed service in equivalent hours. In other words, the employee shall accrue his/her sick leave at the mathematical equivalent of the number of daily hours worked at the time the sick leave was earned; therefore, any movement up or down in hours worked would result in a modification of the number of hours of sick leave accrued.

Example:

A four (4) hour employee, who has earned thirty (30) days of sick leave (120 hours), when transferred to an eight (8) hour position will have accumulated fifteen (15) days of sick leave (120 hours) for that eight hour position.

An eight (8) hour employee, who has earned thirty (30) days of sick leave (240 hours), when transferred to a four (4) hour position will have accumulated sixty (60) days of sick leave (240 hours) for the four hour position.

An employee shall be grand-fathered with respect to sick leave accumulated as of January 1, 2006. This includes any employees recalled from layoff.

2. Employees, including those who render seasonal or intermittent service, will earn the appropriate sick leave hours at the rate at which they are actually working.
3. Each newly hired regular nonteaching employee and each regular nonteaching employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of up to five (5) days of sick leave, with advanced approval from Superintendent or designee, to be charged against the sick leave s/he subsequently accumulates. Such employee may not be advanced more than the number of days which s/he is eligible to accrue by the end of the school year.
4. Employees may use sick leave for the following reasons:
 - a. Personal illness
 - b. Injury
 - c. Exposure to contagious disease which could be communicated to others.
 - d. Wife in childbirth

- e. Illness of any emergency nature in the immediate family

Immediate family defined:

Person residing in the home of the employee who is a member of the family or who clearly stands in the same relationship with the employee and the employee's child, mother, father, mother-in-law, father-in-law, sister and brother even if they do not reside in the employee's home.

- f. Death of the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandparents, sister-in-law, brother-in-law, or any member of the family or household who clearly has stood in the same relationship with the employee as any of these.

Limitation: Except in the case of spouse or child the absence shall not exceed five (5) days.

- g. Pregnancy

- 5. The responsible administrative officer shall require the employee to furnish a written, signed statement that his/her absence was due to any of the causes mentioned in this section. If medical attention is secured by the member of the bargaining unit and the absence exceeds ten (10) consecutive days, the Board shall, upon written request, be provided with a written statement from the employee's physician that indicates that the employee has been under the physician's care. Falsification of a statement is grounds for suspension or termination of employment under the grievance procedure of this Agreement.

In the event the employee's absence exceeds fifteen (15) consecutive days, the Superintendent may request and shall receive within five (5) days a physician's statement regarding the reason(s) for the employee's absence. If the employee's absence exceeds fifteen (15) consecutive days, the Superintendent may request and shall be granted an examination of the employee from a Board appointed physician.

Nothing in this section shall be construed to waive the physician-patient privilege provided by Ohio Revised Code Section 2317.02.

- 6. Sick leave which has been earned in previous public employment in Ohio is transferable.
- 7. Unused sick leave days/hours may be accumulated to an unlimited number of days/hours.
- 8. In the event that sick leave balances are not included on the paycheck statements, each employee will be supplied with an annual notice indicating the amount of his/her accumulated sick leave.
- 9. Abuse of sick leave or dishonesty by an employee in use of sick leave, or in verifying a claim for such leave, including falsification of any statement used to justify the use of sick leave, may be considered just cause for disciplinary action up to and including dismissal from service.
- 10. Following established procedures through AESOP, employees shall give daily notification of their intent to be absent under sick leave provisions, except that employees on extended sick leave need not call in each day if they have notified their supervisor of the expected length of their absence and the name, address and telephone number of the physician they consulted regarding their illness.

I. **CATASTROPHIC ILLNESS:**

In the event an employee experiences a catastrophic illness or injury and exhausts his/her sick leave, personal leave and vacation time, the Association may petition the Superintendent or his/her designee to establish a catastrophic sick day bank for that employee.

Once a catastrophic sick day bank is approved by the Superintendent or designee, a bargaining unit member may elect to contribute (irrevocable contribution) to the catastrophic bank (whole day increments), each day of contribution shall result in the reduction of one day of the donating member's sick leave balance. A bargaining unit member may donate up to 25% of his/her available sick leave balance. The maximum number of days donated to the catastrophic sick bank shall not exceed 120.

In the event the total days contributed to the catastrophic sick bank for any employee exceeds the number of days required, then the excess days shall be re-credited to the contributing employees' sick leave in order of seniority, i.e. days will be returned to the most senior contributing employee.

For the purpose of this section, a "catastrophic illness or injury" shall include matters which constitute a significant and serious medical condition such as:

Multiple fractures or amputation of a limb, spinal cord injuries, severe head injury/trauma, severe burns, HIV spectrum disorders, Cancer, ALS (Amyotrophic Lateral Sclerosis), Cerebral Palsy, Muscular Dystrophy, Hemophilia, Hepatitis, Stroke or cerebrovascular event/accident, major surgery, serious mental illness, other serious rare disease(s)

Catastrophic or long term illness is not intended to include maternity leave and/or absence due to childbirth. However, complications resulting from pregnancy or childbirth which results in a catastrophic illness or injury are included.

Medical documentation shall be provided by the member to the Association and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals.

The Association shall provide the Treasurer with a list of members contributing to the sick leave bank and the number of days contributed by each (Appendix I).

IX. VACATIONS

A. **SCHEDULE:**

1. Classified personnel whose established contractual year is 240 days or more are entitled to vacation days according to the following schedules effective July 1, 2005:

<u>Years of Employment Completed</u>	<u>Vacation Days/Hours</u>
4 or less	10/75
5 -9	15/112.5
10-15	20/150
16	21/157.5
17	22/165

18	23/172.5
19	24/180
20 or more	25/187.5

2. Employees may transfer years of employment from previous employment by State or political subdivisions.
3. Nine or ten month employees promoted to 11 or 12 month positions will be entitled to vacation days based on completed years of employment in the District.
4. All vacation balances as of June 30, 1989 will be converted from days to hours, at the rate of 7-1/2 hours for each day accumulated.

Vacation leave shall be accrued according to the schedules contained herein; and, when vacation leave is requested and approved, it shall be charged to the employee's account by the hour.

5. To earn vacation benefits for years 16 or more on the chart above, only the years of South Euclid-Lyndhurst employment may be counted. For example, to earn 21 days vacation, an employee must have completed 16 years of South Euclid-Lyndhurst employment. Years in State or other political subdivisions do not count toward vacation benefits for 16 years or more.
6. Each employee shall arrange in a manner prescribed by the Superintendent/designee to take her/his vacation at a time which will cause the least interference with the operation of the school system. No more than two (2) weeks vacation time accumulated from preceding years may be deferred beyond August 31 following the end of the employee's contractual year. Unused time beyond those two (2) weeks, due to interference with the operation of the school system, shall be given monetary compensation appropriate on the employee pay schedule to be paid by August 31.

B. COMPUTATION:

1. For purposes of computing vacation time, an employee's first year of service with the South Euclid-Lyndhurst City Schools shall be counted as a full year if such employment constitutes more than six months of the contractual year. If less than six months, no credit will be granted toward vacation time.
2. An employee, who has not completed one (1) full year of employment and who has followed the proper procedure for termination of contract, will be given the accrued vacation pay due provided she/he has completed six (6) months of service. A long-term employee, i.e., one who has completed at least one (1) full year of employment, who voluntarily severs her/his contract either through retirement or resignation, will be given the pro-rated portion of her/his vacation pay for the current year.
3. In case of the death of a classified employee, the pro-rated portion of her/his vacation leave for the current year shall be paid to the surviving spouse or other beneficiary or employee's estate.

X. HOLIDAYS

A. SCHEDULE:

1. All regular classified employees who work less than a full year schedule will be entitled to the following paid holidays which fall between the beginning and the end of each individual's work year, provided each such employee accrued earnings on her/his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days. These may include Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday and Memorial Day.
2. All other regular classified school employees are entitled to the following paid holidays, provided each such employee accrued earnings on her/his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both those days: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day.
3. Holiday pay (including July 4th) will be based upon 7.5 hours per day for employees whose regular assignment is 7.5 hours per day when school is in session.
4. The calendar of observed holidays shall be determined by July 1st for the upcoming school year.

B. SPECIAL CIRCUMSTANCES:

1. In the event that any designated paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In case such a holiday occurs on Sunday, the following Monday shall be observed. If school is in session and an employee is required to work on this alternate day or on any Board designated holiday, compensatory time will be arranged as described below, or the employee will be granted pay in lieu of such holiday time.
2. Designated compensatory time must be taken within the pay period in which it is earned. However, if the employee elects to take compensatory time off for any holiday worked, such compensatory time shall be granted by his administrative superior, at a time mutually convenient to the employee and the administrative superior, within one hundred eighty (180) days after the holiday is worked.

XI. PERSONNEL FILES

A. RIGHT TO EXAMINE:

1. An employee shall have the right to examine all materials in her/his personnel file, except pre-employment information, at any time during the normal workday subject to the following:
 - a. That prior approval of the employee's supervisor is obtained.
 - b. That the Superintendent/designee or his/her authorized representative is present at the time the material is examined. For this reason, the employee must make an appointment at least one work day in advance to examine her/his personnel file.

2. Employees also shall have the right to review their personnel files in the company of an OAPSE representative and also to delegate that right through written permission to an OAPSE representative. In either case the Superintendent/designee, must be present. Should the OAPSE representative be an employee of the Board, permission must be granted by that individual's immediate supervisor for him/her to take time off for this purpose.
3. The employee shall have the right to copy any materials in her/his file; the Board may charge actual cost for the copies of any material requested by the employee.
4. Material contained in the personnel file must be job related. The author of each piece must be identified and all material must be dated.
5. Employees shall be provided with a copy of any derogatory written material no less than five (5) workdays before it is placed in the employee's personnel file. In case of disagreement concerning materials in the employee's personnel file, the employee may file a written report to be attached to the disputed document.
6. Any employee may request a meeting with the Superintendent regarding the removal of disciplinary personnel actions from his/her personnel file.

B. **USE:**

Upon termination of her/his employment no communication shall be made that may have an adverse effect upon the employee's re-employment or compromise her/his integrity or competence unless such communication is verified by the contents of the employee's personnel file.

XII. EVALUATION

1. All employees will have their performance appraised according to a uniform administratively prescribed procedure. Employees must sign a copy of the evaluation before it goes to the Central Office. The signature does not necessarily mean that he/she agrees with the report, but merely that he/she read and discussed it with the supervisor. No comments can be added to the performance appraisal after the employee has signed it. Each appraisal form shall include space for the employee's comments.
2. Evaluations are for the purpose of providing feed-back to the employee regarding his/her performance and to provide assistance in areas where the employee needs improvement. When the Supervisor determines that an employee needs improvement, he/she shall include on the evaluation a statement addressing the specific performance issue(s) underlying a grade of "Needs Improvement" and "Unsatisfactory" and the goals to resolve the issue(s).
3. During the course of employment with the Board, no employee shall have an evaluation placed in her/his personnel file without an opportunity for discussion between the employee and the evaluator. In any negative evaluation, specific instructions for the improvement of sub-standard performance shall be placed on the evaluation form or attached to it.
4. Administrative changes in the evaluation instrument shall be done uniformly and provided to the association prior to its use. The current evaluation form is attached (Appendix J) for informational purposes only.

XIII. NOTIFICATION OF VACANCIES

1. When a vacancy occurs in a job covered by this Agreement, or if a new job classification is created, a notice of such job opening shall be posted on the District web site and in each building for posting for five (5) working days. The posting shall list the daily work hours and qualifications for the position and shall be accompanied with the current job description. The Association President shall receive a timely copy of the posting and a notice when the position has been awarded.
2. Regular employees currently in the system shall be given the opportunity to apply and to be interviewed for such vacancies before outside applicants.
3. The factors to be considered in filling a vacancy shall be first, qualifications, then seniority, and experience in job classification. Qualifications are defined as the skills and abilities required to perform the tasks. The definition of seniority is set forth in Article XVI Reduction in Force, Section 2.
4. Prior to any action being taken to invite or to interview applicants for a newly created position, a copy of the job description shall be given to the Association President along with the salary rate for the position.
5. In the event the posted qualifications for a vacant position are reduced during the process of filling the position, the position shall be reposted and filled in accordance with this section of the Agreement.
6. If an employee applicant is not selected to fill a vacancy, the employee may request a conference with the Superintendent/designee for an explanation in writing of why he/she was not selected.
7. An employee shall be entitled to see his/her results and ranking on any tests used to determine his/her qualifications for the interviewed position. The Association President may accompany the employee upon the request.
8. The Association President shall be entitled to see results and ranking on any tests and interviews used to determine the qualifications for the interviewed position.
9. The Association shall be notified if a vacancy is not filled within twenty (20) work days of the position being vacant.

XIV. MISCELLANEOUS

A. DISPENSING MEDICATION:

The dispensing of medication and/or the administering of medical assistance to students by bargaining unit personnel shall be discouraged. Building Secretaries shall not dispense medications and/or administer medical assistance to students unless there is an emergency. Bargaining unit personnel shall not be required to dispense medication until both the parental request form and the physician request form have been completed and submitted to the school office.

B. INDIVIDUAL VIEWS:

Nothing in this Agreement shall prohibit any individual or individual groups from presenting their views and recommendations to the Administration or Board in accordance with established procedure.

C. **JOB DESCRIPTIONS:**

1. The Association shall be furnished with an updated a copy of the job description of each classification covered under the terms of this Agreement by January 1, 2010, or immediately following the work of the advisory subcommittee reference in #6 below, and at any time a job description is added or revised as set forth below. Job descriptions shall also be available at the Board Office upon request.
2. Prior to any proposed change in any job description covered in this Agreement, the president of the Association shall be notified of the proposed change and of the proposed effective date of such change. Such changes in job descriptions may result in reclassification on the salary schedule.
3. It is solely the right of the Administration to create new positions within the bargaining unit and the job descriptions for such positions. However, the Association President will meet with the Administration whenever a new position is created or an existing position is changed to offer input and determine the position's wage rate.
4. Current OAPSE Local #207 employees will be offered training at Board cost (Reference Item #5 below and section D, Staff Development) to upgrade skills to meet new job description requirement. Examples of upgraded skills are the implementation of computerized purchase orders and/or IDEIA reauthorization requirements. It is the responsibility of the employee to endorse continuous learning to keep job skills current.
5. OAPSE agrees to work with the administration in the revision and updating of job descriptions for all of the jobs covered under the bargaining unit in a mutually agreed upon timeline. An advisory subcommittee shall be established that will consist of representation from both administration and the OAPSE leadership to insure that the process moves forward. It will be the advisory subcommittee's goal to complete this process by December 31, 2009. Both sides acknowledge management's right to create new positions within the bargaining unit and the job descriptions for such position. This provision is not intended to diminish that right.
6. Secretary of Cafeteria will not be authorized to take vacation during summer school.

D. **STAFF DEVELOPMENT:**

1. Members of the bargaining unit may apply to the Superintendent/designee to take course work at accredited colleges and universities. Applications approved by the Superintendent/designee must meet the following criteria:
 - a. Request satisfies a district need;
 - b. Request satisfies a building need; or
 - c. Request satisfies a professional development need of the individual. Should the employee voluntarily leave the District within one (1) calendar year of tuition reimbursement, that employee will be required to pay back all monies provided by the District within the past twelve (12) months from the date of resignation.

All requests are subject to the availability of funds. Reimbursement will be awarded up to 50%.

Upon completion of the approved course(s), the final grade report (or photo static copy) along with the tuition receipts must be presented to the Superintendent/designee for approval before payment is authorized.

Costs other than tuition, such as matriculation fees, activity fees, supplies, etc., will not be recognized for the

one-half (1/2) reimbursement payments.

2. Members of the bargaining unit may apply to the Superintendent/designee to attend seminars and workshops related to their position. Applications approved by the Superintendent/designee must meet the following criteria:
 - a. Request reflects the District's Strategic Plan;
 - b. Request satisfies a building need; or
 - c. Request satisfies a professional development need of the individual as related to their current employment.

All requests are subject to the availability of funds. When funds are available, reimbursement will be awarded up to 100% for both employee-initiated and administrative-initiated requests.

Upon completion of the approved attendance at the seminar or workshop, receipts and expense reports must be completed by the employee and presented to the Superintendent/designee for approval before reimbursement is authorized.

(Forms for Staff Development approval and reimbursement are included as Appendix C)

E. **PHYSICAL EXAMINATIONS:**

The Board agrees that it will pay the full cost of physical examinations that it requires an employee to undergo. Exceptions include:

1. Chest X. Rays required for the purpose of TB screening.
2. Specially arranged physical examinations necessitated by the employee failing to comply with the original schedule without a valid reason.

F. **BREAKS:**

An employee working six and one half (6-1/2) hours or more per day is entitled to a morning and afternoon break of no more than fifteen minutes each providing that the fulfillment of the duties assigned to that employee are adequately covered during the break period, understanding that the determination of "adequate coverage" will be at the discretion of the employee's immediate supervisor.

G. **LUNCH BREAKS:**

Each full time employee (4 hours or more) shall be provided an unpaid lunch break.

XV. HOURS OF WORK/JOB ELIMINATION

- A. In the event the Superintendent/designee determines it necessary to modify the work hours during the term of this Agreement, notification of such change shall be given to the Association President and the OAPSE Field Representative followed with a meeting at least fifteen (15) work days prior to any such change.

Fifteen (15) work days prior to the elimination of a position, as defined by the date of written notification from the Superintendent/designee, the Association President shall receive said notice regarding reasons(s).

In March 2002 the Board and OAPSE Local #207 agreed to increase the hours of work for bargaining security personnel from 7-1/2 hours to 8 hours effective March 4, 2002.

- B. Employees working 209 days through 260 days shall work seven and one-half (7 ½) hours per day except for non-teacher work days (i.e. Winter Break, Spring Break, Summer Break, etc.). On non-teacher work days, employees shall work six and one-half (6 ½) hours per day. Employee shall be compensated for all hours worked reflective of this provision.
- C. Upon mutual agreement between the employee and the Superintendent or designee, the employee may choose to work, and be compensated for, either seven and one-half hours (7.5) per day OR eight (8) hours per day. By requesting one of these options, the employee understands that he/she will be required to work the chosen hours each day for the entire contract year. For the first year of the contract, notification of the request for one of these options must be made to the Office of the Treasurer no later than July 15th. For subsequent years, notification of the request for one of these options must be made to the Office of the Treasurer no later than May 15th.
- D. The workday schedule for Professional Development Days will be 8:30 am to 3:30 pm with an uninterrupted lunch period of sixty minutes for secretaries, intervention specialist assistants, lab assistants, auto assistants, monitor assistants, security guards, and AV library/clerks.
- E. On regular school days where students are released early for the purpose of providing professional development to staff, secretaries, intervention specialist assistants, lab assistants, auto assistants, monitor assistants, security guards, and AV library/clerks will report to work at their normal daily starting time. All job classifications will report to professional development at the specified starting time unless they have direct student supervision responsibilities which extend beyond this starting time. In these situations, employees are to report for professional development once students have departed. All employees are to remain in professional development until 4:00 pm. If the ending time of 4:00 pm is beyond the employee's regular workday schedule, employees must submit the additional minutes on a time sheet for additional compensation.

XVI. REDUCTION IN FORCE

- A. The following procedures will govern the reduction of classified staff when required due to abolishment of a position, lack of funds, or lack of work. Regarding retired/rehired employees pursuant to Article XIX – Retire/Rehired Program, when a reduction in force is necessary within a classification, any retired/rehired employee within that classification will be first to be reduced.

- 1. Layoff classifications shall be defined as follows:

ACCOUNTING/COMPUTING - AC

- Payroll Coordinator - Treasurer's Office (260 Days)
- Accounts Payable Specialist - Treasurer's Office (260 Days)
- Accounts Receivable Specialist – Treasurer's Office (260 Days)
- Payroll/Bookkeeper- Treasurer's Office (260 Days)

EMIS – ES

- EMIS Specialist – Pupil Services (260 Days)

SECRETARIAL - CLERICAL - SC

Classification I, 260 Days

- Secretary –Director of Instruction (260 Days)
- Secretary - Pupil Services (260 Days)
- Secretary - Principal of Brush High School (260 Days)
- Secretary – Community Relations (260 Days)
- Secretary –Custodial/Maintenance Services (260 Days)
- Secretary – Transportation (260 Days)
- Secretary – Student Services – Brush (260 Days)

Classification II, 209-260 Days

Secretary – Principal of Junior High (260 Days)
Secretary – Assistant Principal of Junior High (260 Days)
Secretary - Guidance, Brush (260 Days)
Secretary – Elementary Principal (209 Days)
Secretary of Financial Management – Brush (209 Days)
Secretary – Supervisor of Food Services/Summer School Secretary (260 Days)
Secretary – Assistant Principal, Brush (209 days)
Secretary – Assistant Principal, Greenview (209 Days)
Secretary – Coordinator of Athletics (219 Days)
Secretary – ArcTech (1/2 Time)/Brush (1/2 Time) (209 Days)
Secretary – Assistant Principal Rowland (209 Days)
Secretary– Pupil Services (260 Days)
Secretary – Data Management (260 Days)
Secretary –Community Relations (1/2)/Director of Instruction (1/2) (260 Days)
Secretary– Human Resources (209 Days)
Receptionist/Reprographics (260 Days)

HALF TIME SECRETARY-SC

Secretary (1/2 Time)-Administration Building (260 Days)

Classification III, 209-260 Days

Secretary – General Office (209 Days)
Secretary – Administration Building (209 Days)
Secretary - Information Processing (209 Days)
Receptionist – Administration Building (260 Days)
Reprographics –Administration Building (260 Days)

Classification IV, 209 Days

Secretary - Attendance
Office Clerk –Memorial
Office Clerk – Guidance, Brush

HALF TIME OFFICE CLERK

Office Clerk-1/2 Time (209 Days)

AV/LIBRARY CLERK K-12 (Classification IV-194 Days)

AUXILIARY SERVICES CLERK-Days n/a

LAB ASSISTANT – MATH (Classification VI – 194 days)

LAB ASSISTANT – AUTO (Classification VI – 194 days)

INTERVENTION SPECIALIST ASSISTANTS- (Classification VI + Stipend 194 days)

A newly hired intervention specialist assistants will be hired under this category with the understanding that they will be required to work with special education students if needed.

INSTRUCTIONAL ASSISTANTS

A-2 Instructional Assistants (Classification VI - 194 days)
A-1 Monitor Assistants - (Classification VII - up to 190 days)

SECURITY GUARDS – (Classification V 194 Days)

NOON AIDES – (Up to 190 Days)

15 hours or more per week

2. Seniority shall be defined as follows:

- a. The length of continuous employment by an employee of the Board, as computed from the employee's beginning date of work. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.
- b. Employees who have regularly scheduled work hours of less than four per day shall have system seniority credited at the rate of one year of seniority for each two years of service in the applicable position. All other employees shall be credited without any fractional conversions based on hours or months of scheduled work.
- c. Leaves of absence granted by the Board shall not be counted toward seniority, nor shall they break any accumulated seniority.
- d. In cases of identical seniority, the date of the employee's initial application will determine his/her position on the seniority list. The second tie breaker will be the employee's date of entry into his/her classification. If a tie continues, the position on the seniority list will be determined by Administrative evaluations.

B. LAYOFF PROCEDURES:

1. A laid-off employee has the right to displace the employee with the least seniority in the following order:
 - a. first, within the classification (the least senior from the bottom up who works the same total yearly hours or more.) If this isn't possible, then closest to the same total yearly hours.
 - b. then, the individual who was displaced as a result has the option of bumping the person below in the same manner as described in (a) above;
 - c. then, the person with the least seniority who has been bumped out of his/her classification, as described in (a) and (b) above, may bump the least senior employee in a lower classification within the classification series who works the same or greater hours as the employee being laid off. If this isn't possible, then closest to the same total yearly hours. The individual who is displaced as a result has the option of bumping in the same manner.
 - d. In the event of multiple layoffs within a classification, bumping shall be by seniority only, with the most senior employee having first choice as to the less senior employee to displace, followed by the next most senior employee, and so on.
2. An employee displaced from a classification series by the procedure above, has the right to bump the least senior employee in a classification within another lower classification series he/she most recently held as long as he/she has greater seniority. The same procedure shall be followed (same total yearly hours or close to the same total yearly hours).
3. If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification or the least senior employee in a lower classification within the classification series, that employee will automatically be placed on the layoff list.
4. An employee who is to be laid off under the above procedure shall be so informed in writing at least ten (10) calendar days prior to the Board meeting at which official action is to be taken.

Following such Board action, under this Article each affected employee will receive written notice which shall state the following:

- a. Reason for the layoff or reduction.
 - b. The effective date of layoff.
 - c. A general reminder of the recall rights provided by this Article.
5. If an employee loses her/his position due to reduction in force, and has no alternative but to bump into a position with considerably less work hours/days, that employee will be given first consideration for a position which becomes available in that classification. Those on recall will be considered after no one presently working bid on the position.
 6. All vacancies that occur while there are employees on recall shall be posted and bid internally in accordance with Article XIII. If no internal employees bid on an available position, it shall be offered to those on recall in accordance with the recall provisions set forth in Section C. Any residual positions resulting from the posting/bidding process shall be offered to those on the recall list.
 7. The Association President shall be provided a list of all persons to be laid off under this Article ten (10) calendar days prior to the Board meeting at which such action is to be taken. This list shall indicate the names, classifications, seniority dates and rank order of recall to available jobs.

C. **RECALL:**

1. An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee formerly held.
2. The order of recall shall be determined on the basis of greater system seniority.
3. Notice of recall shall be sent by certified mail to the last address provided by employee to the Superintendent/designee.
4. The period of recall shall continue for two years from the date of layoff.
5. An employee shall remain eligible for recall unless:
 - a. the time limit for right of recall has expired, or
 - b. she/he resigns, or
 - c. the employee accepts or declines recall to the same classification from which the employee was laid off.
 - d. she/he fails to respond to recall within ten (10) calendar days of receipt or attempt of delivery to the employee's residence.
6. Upon return to service, the employee shall be credited with all back seniority; however, the period of layoff shall not be counted within that earned seniority total. The staff member shall resume the status previously held. Experience credit will not be granted for the period of layoff.

XVII. INSURANCE BENEFITS

A. BENEFIT ELIGIBILITY:

All regular classified employees as of September 1, 2001, whose normal contractual work year consists of at least twenty (20) hours per week for thirty six (36) weeks shall be deemed "full time members" when determining benefit eligibility.

Effective July 1, 2009, all full time members shall pay five percent (5%) of the single or family coverage monthly premium of the SuperMed Select plan with a monthly premium cap of \$60 for family coverage and \$30 for single coverage. Full time is defined, for this purpose, as thirty (30) or more hours per week for thirty-six weeks (36) in a school year.

For those members that work less than full time and elect single coverage, the Board shall contribute ninety-five percent (95%) towards the single monthly premium.

For those members that work less than full time and elect family coverage, the Board shall contribute towards the family monthly premium as follows:

26 hours to 29 hours	75% Board Paid Premium
20 hours to 25 hours	55% Board Paid Premium

Effective October 1, 2011, all full time members shall pay seven and one-half percent (7.5%) of the single or family coverage monthly premium of the SuperMed Select plan with a monthly premium cap of \$80 for family coverage and \$40 for single coverage. Full time is defined, for this purpose, as thirty (30) or more hours per week for thirty-six weeks (36) in a school year.

For those members that work less than full time and elect single coverage, the Board shall contribute ninety-two and one-half percent (92.5%) towards the single monthly premium.

For those members that work less than full time and elect family coverage, the Board shall contribute towards the family monthly premium as follows:

26 hours to 29 hours	70% Board Paid Premium
20 hours to 25 hours	50% Board Paid Premium

The monthly employee contribution amount will be deducted in two (2) equal payments, through a payroll deduction, half in the first pay of the month and half in the second pay of the month. In the event a month has a third payroll, no deduction will be made for that payroll.

Where spouses are both District employees, only one spouse will be eligible for coverage while the other will be entitled to the waiver payment set forth in paragraph B of this Article.

Eligible employees whose hours have been reduced to less than twenty (20) hours per week or who are laid off due to abolition of a position, lack of funds or lack of work shall have the opportunity of continuing to receive South Euclid-Lyndhurst group insurance coverage (COBRA/Ceridian) for up to eighteen (18) months following the time of layoff. The employee will be responsible to pay COBRA/Ceridian directly for the entire premium cost plus the COBRA/Ceridian administration fee. Failure of the individual to pay COBRA/Ceridian directly at the stipulated times will terminate this benefit option.

B. WAIVER OF PREMIUM:

Any full time or part time bargaining unit member eligible for Board-paid contributions toward hospital/surgical insurance coverage, who agrees to waive the right to primary coverage for one (1) full year premium, will receive a lump sum payment on the first pay period following the completion of the premium year, as set forth below:

1 to 19 full time or part time waiving primary individual coverage	\$500
1 to 19 full time or part time waiving primary individual and family coverage	\$1,000
20 to 25 full time or part time waiving primary individual coverage	\$1,000
20 to 25 full time or part time waiving primary individual and family coverage	\$2,000
26 or more full time or part time waiving primary individual coverage	\$2,000
26 or more full time or part time waiving primary individual and family coverage	\$4,000

At no time, regardless of the current number of waivers, shall the waiver benefit be less than the previous year.

C. PRESCRIPTIONS:

Prescription coverage is included in the medical plan and co-payments for prescription drug will be as follows:

Retail - Thirty (30) Day Supply	
Generic Drug	\$10.00
Brand Name	\$20.00
Mail Order – Ninety (90) Day Supply (2x Retail)	
Generic Drug	\$20.00
Brand Name	\$40.00

D. DENTAL CARE INSURANCE AND VISION INSURANCE:

The Board shall pay one hundred percent (100%) of the premium for eligible full time employees for single or family coverage of dental and vision insurance, regardless if the employee chooses to waive medical coverage.

For those members whose normal contractual work year consists of at least twenty (20) hours to twenty-seven (27) hours per week for thirty-six (36) weeks in a school year shall be eligible for the following dental and vision insurance coverage:

If the employee chooses single coverage, the Board shall pay the monthly single premium amount.

If the employee chooses family coverage, the employee shall be required to pay the monthly single premium and the Board shall pay the difference between the monthly family premium and the employee contribution.

The vision insurance coverage shall be enhanced to an annual plan. The plan shall consist of an annual exam, annual lenses or contacts and frames.

E. LIFE INSURANCE:

All employees eligible under Article XVII-A shall be provided group term insurance coverage in the amount of \$50,000. An equivalent accidental death and dismemberment benefit shall also be included.

F. **CHANGE OF CARRIERS:**

The Board may change carrier(s) for any of the insurance programs contained in this Agreement provided that such coverage and services shall not be less than the coverage and services provided by the present carrier(s) as of the effective date of this Agreement. OAPSE shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s). In addition, the Insurance Cost Containment Committee shall be notified to convene if a change in carrier is being considered.

H. **INSURANCE COST CONTAINMENT COMMITTEE:**

An Insurance Cost Containment Committee shall review the District's insurance programs with a view to curbing health care costs. The Committee shall consist of a total of nine (9) members: 3 from OAPSE; 3 from SELTA and 3 appointed by the Superintendent.

J. **IRC SECTION 125 PLAN- PREMIUM PASS THROUGH , HEALTH CARE, DEPENDENT CARE:**

The Board will maintain the IRC Section 125 Plan for interested bargaining unit members and provide a premium pass through account, a health care account, and a dependant care account.

- Monthly administrative fees shall be paid by the Plan participants.
- Mutual Health Services Co. shall be the Plan coordinator unless and until the parties agree to initiate a change.
- The Plan shall conform to IRC 125 requirements.
- The health care and dependant care accounts shall be limited to five thousand dollars (\$5,000.00) each.
- New hires shall be eligible to participate for the balance of a Plan year in the year of employment providing they enroll within thirty (30) days of initial eligibility for fringe benefits.
- All other employees who have not previously enrolled in the Plan must wait to enroll effective with the commencement of the ensuing Plan year (i.e., January 1).
- Administrative issues relating to the operation of the Plan shall be resolved through designees of the Superintendent and Association President.
- All payments in lieu of health insurance coverage will be processed through the IRC 125 Plan at no cost to the employee.

XVIII. WAGES/PAY

A. **CALAMITY DAY PAY:**

Whenever the schools are closed because of an emergency, staff members will be notified through the news media. Otherwise, all staff members shall be on duty unless excused under existing leave provisions.

Should schools be closed due to an epidemic or other public calamity, all employees who are normally scheduled to work in those schools on that day shall be paid their appropriate rate of pay.

Classified personnel requested to work on such days will be given compensatory time or be paid for the time worked, as determined by the Superintendent. However, if the calamity day is required to be made up by the Ohio Department of Education, classified personnel will be required to work on the make-up day as part of their yearly contract.

Any employee who has requested and has been granted sick leave, personal leave or vacation on a day which has been declared a calamity day will not be charged with sick leave, personal leave or vacation on that date.

B. CASHIER STIPEND:

The following secretarial personnel who are designated by the administration to function as cashiers for their buildings shall receive full or prorated portion of the following stipend, as appropriate, at the conclusion of the contractual year.

Financial Secretary-High School	\$1,100.00
Athletic Secretary-High School	\$750.00
Cafeteria Secretary-High School	\$750.00
Secretary-Memorial	\$650.00
Secretary-Greenville	\$650.00
Elementary Secretaries (Adrian, Rowland, Sunview)	\$500.00
Guidance Secretary-High School	\$500.00
Secretary-Director of Business Services	\$200.00

C. INCREMENTS:

1. In determining placement on the salary schedule, at the discretion of the Superintendent, up to seven (7) years credit shall be granted to the employee, upon receipt of documentation to support that the employee has previous related work experience to his/her new position.
2. Salary schedule steps are calculated to mean years of uninterrupted service to the School District. Salary schedule increment adjustment shall be effective July 1st, if the employee has completed 120 days or more within the previous contractual year. Classification or promotional change shall not change employee's status for receiving an increment step as long as the employee has completed 120 days in the previous contractual year.
3. The salary of each part-time employee shall be computed by using the "full-time rate plus the full-time increment" and dividing this total by whatever portion of each day the employee spends on the job. When a part-time employee accepts work full-time, her/his position on the salary schedule will be determined by the amount of time she/he has actually worked and simply by the number of years she/he has been employed.
4. When an employee changes from a lower classification to a higher classification (i.e. class III to class II), his/her new salary shall be calculated by finding the equal or next higher salary in the new classification and then adding one step. When an employee stays within the same classification (i.e. class III to class III), his/her new salary shall be the same.

D. LONGEVITY PAY:

Longevity pay will be implemented on January 1 for employees whose anniversary dates fall within the following six month period, January 1 - June 30, and on July 1 for employees whose anniversary dates fall within the following six month period, July 1 - December 31.

All regular employees with South Euclid-Lyndhurst service are eligible to receive a longevity increment as follows:

10 Years or more	\$.35 hr.
15 Years or more	\$.30 hr. additional
20 Years or more	\$.30 hr. additional
25 Years or more	\$.30 hr. additional
30 Years or more	\$.50 hr. additional

Eligible bargaining unit members shall be paid the longevity increment throughout the year as part of their hourly earnings.

E. **OVERTIME:**

Members of the bargaining unit asked to work additional hours will be offered either pay or compensatory time, at the discretion of the employee, and at the rate of time and one-half (1-1/2) for all time they are required to work.

1. Over eight (8) hours per day, or
2. Over forty (40) hours per calendar week
3. On Board of Education approved holidays

All time at active pay status shall be considered time worked for purposes of calculating overtime pay.

Overtime hours paid on a daily basis shall not be included in calculating overtime hours paid on a weekly basis. There shall be no pyramiding of overtime pay.

F. **STIPEND:**

CD, MD, ED, Autism and Pre-School Assistants shall be paid a stipend of \$.35 per hour which shall be added to their hourly base rate.

G. **REPORT PAY:**

In the event an employee is required to report for work on a day other than one of her/his normal workdays or at a time separated from her/his normal work schedule, such employee shall be paid at least two (2) hours pay at the applicable rate of pay.

H. **SERS PICK-UP:**

Subject to state and federal tax laws, the Board will assume and pay contributions to the State Employees Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

1. The amount to be picked up and paid on behalf of each employee shall be the required employee contributions to the School Employees Retirement System. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board. For purposes of federal and state income tax, the Board shall report the employee's gross income less the pick-up. For purposes of municipal income tax, the Board shall report the employee's gross income from the wage and salary schedule.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

I. **SEVERANCE PAY:**

Upon retirement, as hereinafter defined, members of the bargaining unit shall be entitled, upon application, to be paid a sum equal to thirty percent (30 %) of their total accumulated and unused sick leave at the time of their retirement up to a maximum of seventy-five (75) days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime and supplementary pay. The employee's eligibility will be determined as of her/his final date of employment in the school district. At the time of retirement, as defined below, the employee shall be provided a copy of the Severance Pay Application. It shall be the employee's responsibility to complete the form and return it promptly to the Superintendent/designee.

Retirement shall be defined to mean resignation from Board employment in addition to either one of the following:

1. Proof of eligibility for benefits under the School Employees Retirement System;
2. Ten (10) or more consecutive years of service in the employment of the South Euclid-Lyndhurst Board of Education and fifty-five (55) years of age.

Retirement shall also be defined to mean death, in which case payment shall be made in accordance with decedents last will and testament.

Payment for sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made within thirty (30) days of the submission of the Severance Pay Application and proof of retirement as defined above. Any previous payment received by an individual under the terms of ORC 124.39 shall make such individual ineligible for payment under this policy.

J. **SUBSTITUTE PAY:**

On the fifth consecutive work day that a regular benefited employee is assigned duties of a higher rated job classification, the employee shall be paid the rate assigned to the higher job classification for all hours worked in that classification, including the first four (4) days. The daily rate shall be adjusted to the salary level appropriate to the job being performed and the years of experience as a Board employee. Such adjustment shall be made only if the normal rate is the lower of the two.

K. **SALARY SCHEDULES:**

Once SELTA negotiations are complete, The Association and Board have an agreement that there will be a "me too" option pertaining to wages and insurance benefits. If the "me too" option is exercised, both the SELTA negotiated wages and health insurance must be accepted.

1. **Schedules:**

Effective July 1, 2009, employees shall receive a 2.75% increase. Effective July 1, 2010, employees shall receive a 2.75% increase. Effective July 1, 2011, employees shall receive a 2.75% increase.

2. Pay shall be issued bi-weekly through direct deposit with compensation for services rendered not being paid prior to services rendered. If an employee is unable to establish a banking relationship for direct deposit, he/she shall meet with the Treasurer to resolve this problem.
3. All members of the bargaining unit may elect to receive his/her direct deposit notice via electronic mail. If a member chooses to receive his/her direct deposit notice via electronic mail (district e-mail account only), the member must complete the proper form and submit it to the Treasurer's Office. An employee may either elect to or discontinue once each fiscal year

4. All members of the bargaining unit will be paid in 26 installments, eliminating the need for completion of time sheets. The bargaining unit member's annual salary will be calculated by multiplying the hourly rate times the number of hours scheduled to work in the contract year.

L. **MILEAGE - JOB RELATED:**

When an employee drives the employee's personal vehicle for school related business, the employee shall be reimbursed at the rate established by the Internal Revenue Service. This shall not include the employee's daily trip to and from school to fulfill daily duties.

XIX. RETIRE/REHIRE PROGRAM

1. An employee is eligible for this program when he/she becomes eligible to retire under SERS. Participation is voluntary.
2. Program Provisions:
 - a. An employee who retires may be rehired pursuant to the rules and guidelines established by the School Employees Retirement System (SERS) retirees/rehires.
 - b. The employee's severance shall be determined at the time of retirement and will be paid no later than 60 days after the effective date of retirement. The employee is responsible for submitting the appropriate severance form (Appendix B) to the Treasurer's Office within fifteen (15) days after the effective date of retirement.
 - c. The employee shall continue to accumulate sick leave when rehired, but unused sick leave will be lost when the employee leaves employment.
 - d. The employee may rescind his/her retirement if the Board of Education fails to approve the rehire.
 - e. The rehired employee shall return to his/her position with no break in seniority.
 - f. In the first year, the rehired employee shall be paid at the step he/she retired at.
 - g. The rehired employee shall be entitled to all contract provisions and benefits with the exception of Article XVI – Reduction in Force.
 - h. The employee may terminate his/her employment at any time.
 - i. This provision is limited to four (4) years.
 - j. In each of the subsequent years, following year 1, the rehired employee shall be paid at the step that is two (2) steps less than the previous year.

XX. BCII CHECKS

Consistent with Ohio Revised Code Sections 109.47 and 3319.39 and Ohio House Bill 190, the Board shall conduct criminal background checks on all new and current employees with the Ohio Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI). Any new employees who commence work for the Board shall be considered on a probationary status, with such probationary period concluding, and regular employment status commencing, only after the Board receives a satisfactory BCII report.

The Board will allocate \$1,500 in each year of the agreement to be applied to the costs for BCII/FBI background checks to be allocated as decided by the Union President each July 1st of the contract. Any funds not utilized within the fiscal year, shall be accumulated to a maximum of \$4,500.

XXI. IMPLEMENTATION AND AGREEMENT

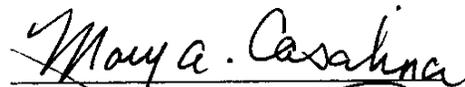
A. TERM OF AGREEMENT:

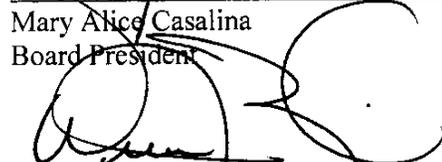
The terms of this Agreement shall be effective upon ratification by The Association and the Board and shall remain in full force and effect July 1, 2009 through June 30, 2012.

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agrees that neither party shall be obligated to negotiate with respect to any subject or matter referred to or covered in this contract or with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed.

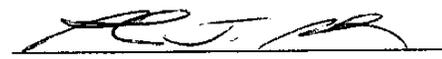
ATTEST:

**SOUTH EUCLID-LYNTHURST
BOARD OF EDUCATION**

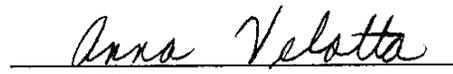

Mary Alice Casalina
Board President


Dr. William J. Zelei
Superintendent

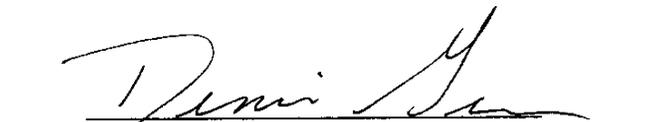

Chad Welker
Director of Business Services


Paul J. Pestello
Treasurer

**OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES**


Anna Velotta
President, OAPSE Local #207


Carmela Campana
Vice President, OAPSE Local #207


Denise Gunn
Negotiating Team Member, OAPSE Local #207


Jocelyn Stang
Negotiating Team Member, OAPSE Local #207


Susan Cahen
OAPSE, Field Representative

Appendix A

**SOUTH EUCLID-LYNDHURST CITY SCHOOLS
2009-2010 SECRETARIAL/CLERICAL/ASSISTANT SALARY SCHEDULE**

CLASS	Days in Contract Year	YEARS OF EXPERIENCE												
		0	1	2	3	4	5	6	7	8	9	10	11	12
SECRETARIES														
I	260	18.39	19.19	20.01	20.82	21.63	22.44	23.25	24.05	24.86	25.69	26.69	27.49	28.30
II	260	16.95	17.77	18.59	19.39	20.20	21.01	21.81	22.62	23.44	24.25	25.25	26.05	26.86
II	209	16.95	17.77	18.59	19.39	20.20	21.01	21.81	22.62	23.44	24.25	25.25	26.05	26.86
III	260	15.59	16.41	17.21	18.02	18.82	19.64	20.45	21.26	22.07	22.87	23.87	24.68	25.51
III	209	15.59	16.41	17.21	18.02	18.82	19.64	20.45	21.26	22.07	22.87	23.87	24.68	25.51
IV	260	15.30	16.11	16.92	17.72	18.55	19.35	20.15	20.97	21.78	22.58	23.60	24.42	25.22
IV	209	15.30	16.11	16.92	17.72	18.55	19.35	20.15	20.97	21.78	22.58	23.60	24.42	25.22
IV	194	15.30	16.11	16.92	17.72	18.55	19.35	20.15	20.97	21.78	22.58	23.60	24.42	25.22
AV/LIBRARY CLERK														
IV	194	15.30	16.11	16.92	17.72	18.55	19.35	20.15	20.97	21.78	22.58	23.60	24.42	25.22
SECURITY GUARDS														
V		14.96	15.77	16.58	17.39	18.21	19.01	19.83	20.64	21.44	22.25	23.26	24.08	24.88
INTERVENTION SPECIALIST ASSISTANT/AUXILIARY SERVICES CLERK														
VI		14.08	14.88	15.68	16.49	17.31	18.11	18.94	19.74	20.55	21.36	22.36	23.16	23.98
MONITOR ASSISTANTS														
VII		11.14	11.95	12.75	13.55	14.37	15.19	15.99	16.80	17.60	18.41			

SPECIAL PROVISIONS:

- #1. New employees may be given a maximum of seven (7) years experience credit for similar work performed in other employment.
- #2. The work schedule for 12 month employees will be reviewed annually and salary adjustments made for those years in which the work schedule exceeds 260 days.
- #3. CD, MD, ED, PRE-SCHOOL ASSISTANTS receive an additional \$.35 per hour stipend.

Appendix A

**SOUTH EUCLID-LYNDBURST CITY SCHOOLS
2010-2011 SECRETARIAL/CLERICAL/ASSISTANT SALARY SCHEDULE**

CLASS	Days in Contract Year	YEARS OF EXPERIENCE												
		0	1	2	3	4	5	6	7	8	9	10	11	12
SECRETARIES														
I	260	18.90	19.72	20.56	21.39	22.22	23.06	23.89	24.72	25.54	26.39	27.42	28.25	29.08
II	260	17.42	18.25	19.10	19.92	20.76	21.59	22.41	23.24	24.08	24.92	25.94	26.77	27.60
II	209	17.42	18.25	19.10	19.92	20.76	21.59	22.41	23.24	24.08	24.92	25.94	26.77	27.60
III	260	16.02	16.86	17.68	18.52	19.34	20.18	21.01	21.84	22.68	23.50	24.53	25.35	26.21
III	209	16.02	16.86	17.68	18.52	19.34	20.18	21.01	21.84	22.68	23.50	24.53	25.35	26.21
IV	260	15.72	16.55	17.39	18.21	19.06	19.88	20.70	21.55	22.38	23.21	24.25	25.09	25.91
IV	209	15.72	16.55	17.39	18.21	19.06	19.88	20.70	21.55	22.38	23.21	24.25	25.09	25.91
IV	194	15.72	16.55	17.39	18.21	19.06	19.88	20.70	21.55	22.38	23.21	24.25	25.09	25.91
AV/LIBRARY CLERK														
IV	194	15.72	16.55	17.39	18.21	19.06	19.88	20.70	21.55	22.38	23.21	24.25	25.09	25.91
SECURITY GUARDS														
V		15.37	16.21	17.04	17.86	18.71	19.53	20.38	21.21	22.03	22.86	23.90	24.74	25.56
INTERVENTION SPECIALIST ASSISTANT/AUXILIARY SERVICES CLERK														
VI		14.46	15.29	16.11	16.94	17.79	18.61	19.46	20.28	21.12	21.95	22.98	23.80	24.64
MONITOR ASSISTANTS														
VII		11.44	12.28	13.10	13.93	14.77	15.60	16.43	17.26	18.09	18.92			

SPECIAL PROVISIONS:

- #1. New employees may be given a maximum of seven (7) years experience credit for similar work performed in other employment.
- #2. The work schedule for 12 month employees will be reviewed annually and salary adjustments made for those years in which the work schedule exceeds 260 days.
- #3. CD, MD, ED, PRE-SCHOOL ASSISTANTS receive an additional \$.35 per hour stipend.

Appendix A

**SOUTH EUCLID-LYNDBURST CITY SCHOOLS
2011-2012 SECRETARIAL/CLERICAL/ASSISTANT SALARY SCHEDULE**

CLASS	Days in Contract Year	YEARS OF EXPERIENCE												
		0	1	2	3	4	5	6	7	8	9	10	11	12
SECRETARIES														
I	260	19.42	20.26	21.12	21.98	22.83	23.69	24.55	25.39	26.24	27.12	28.18	29.02	29.88
II	260	17.90	18.76	19.62	20.47	21.33	22.18	23.03	23.88	24.74	25.60	26.66	27.50	28.36
II	209	17.90	18.76	19.62	20.47	21.33	22.18	23.03	23.88	24.74	25.60	26.66	27.50	28.36
III	260	16.46	17.32	18.17	19.03	19.87	20.73	21.59	22.44	23.30	24.15	25.20	26.05	26.93
III	209	16.46	17.32	18.17	19.03	19.87	20.73	21.59	22.44	23.30	24.15	25.20	26.05	26.93
IV	260	16.15	17.01	17.87	18.71	19.58	20.43	21.27	22.14	23.00	23.84	24.91	25.78	26.63
IV	209	16.15	17.01	17.87	18.71	19.58	20.43	21.27	22.14	23.00	23.84	24.91	25.78	26.63
IV	194	16.15	17.01	17.87	18.71	19.58	20.43	21.27	22.14	23.00	23.84	24.91	25.78	26.63
AV/LIBRARY CLERK														
IV	194	16.15	17.01	17.87	18.71	19.58	20.43	21.27	22.14	23.00	23.84	24.91	25.78	26.63
SECURITY GUARDS														
V		15.79	16.65	17.51	18.35	19.22	20.07	20.94	21.79	22.64	23.49	24.55	25.42	26.27
INTERVENTION SPECIALIST ASSISTANT/AUXILIARY SERVICES CLERK														
VI		14.86	15.71	16.55	17.41	18.28	19.12	19.99	20.84	21.70	22.55	23.61	24.46	25.31
MONITOR ASSISTANTS														
VII		11.76	12.62	13.46	14.31	15.18	16.03	16.88	17.74	18.58	19.44			

SPECIAL PROVISIONS:

- #1. New employees may be given a maximum of seven (7) years experience credit for similar work performed in other employment.
- #2. The work schedule for 12 month employees will be reviewed annually and salary adjustments made for those years in which the work schedule exceeds 260 days.
- #3. CD, MD, ED, PRE-SCHOOL ASSISTANTS receive an additional \$.35 per hour stipend.

Appendix A

SOUTH EUCLID-LYNDHURST CITY SCHOOLS
SALARY SCHEDULE - NOON AIDES
2009-2010, 2010-2011, 2011-2012

2009-2010 CLASSIFICATIONS	0	1	2	3	4	5
NOON AIDES	10.98	11.80	12.62	13.43	14.23	15.04

2010-2011 CLASSIFICATIONS	0	1	2	3	4	5
NOON AIDES	11.29	12.12	12.96	13.80	14.62	15.46

2011-2012 CLASSIFICATIONS	0	1	2	3	4	5
NOON AIDES	11.60	12.45	13.32	14.18	15.02	15.88

SOUTH EUCLID-LYNDBURST CITY SCHOOLS

Professional Leave Travel Guidelines

Procedures

1. The Application for Professional Leave is to be completed a minimum of one week in advance of the employee's attendance at out-of-district conferences, workshops, and/or meetings. The completed application must be forwarded to the Curriculum Office.
2. A copy of the workshop/conference program must be attached to the Application for Professional Leave.
3. The Application for Professional Leave will be returned to the employee if all information requested is not fully completed including relationship of the conference to attainment of district goals, the source for funding, principal's signature of approval and estimated expenses. If there are no expenses, indicate with a 'zero' or write 'none' and sign.
4. Once approval has been granted for the requested Professional Leave it is the employee's responsibility to report his/her absence by following established district procedures.

Registration

1. The employee is responsible for his/her own registration and registration costs unless special provisions have been made by the individual responsible for approving funds for the conference as reflected on the Application for Professional Leave

Transportation

1. SE-L will reimburse for mileage at the Internal Revenue Service (IRS) rate to, from, and at the conference location.
2. If the traveler decides to fly to a location rather than drive, the amount of reimbursement will be the lower of the mileage reimbursement if the traveler's own car is used, the rental car fee if a rental car is used, or the air fare as described below.
3. SE-L will reimburse for a coach seat, 30-day advance reservation, non-refundable ticket with the lowest major carrier. For unplanned trips that are necessary without the 30-day lead-time, SE-L will reimburse for the lowest priced ticket as determined by the individual responsible for approving funds for the travel.
4. If the traveler secures a lower airfare by extending his/her stay over a Saturday, then the traveler can be reimbursed for expenses incurred by extending the stay, but only up to the amount actually saved on the airfare.
5. Reimbursement will be made for baggage handling at airports and hotels on the days of travel and checking in/out up to \$1 per bag, up to a maximum of 3 bags.
6. SE-L will reimburse for airport shuttles and local public transportation. Taxi service should normally be used for short distances when other public transportation such as hotel courtesy vans is not available.

Lodging

1. SE-L will reimburse for a moderately priced room, taking into account location and proximity to meeting/conference. When dealing with blocked conference/convention rooms, SE-L will reimburse for no more than the mid-range priced rooms.
2. SE-L will reimburse for the employee only. If there is additional charge for a non-employee, the additional charge will be at the traveler's own expense.
3. SE-L will reimburse for the evening prior to the start of the meeting or activity if the meeting begins in the morning, for each day of the meeting, and the last day of the meeting if the traveler cannot secure transportation permitting him/her to return home prior to 11:00 p.m. E.S.T.
4. Allowable hotel expenses include room, business phone calls, faxes, and self-parking. Mini-bar usage, valet parking, movies and personal phone calls are not allowable expenses.

Meals

1. SE-L will reimburse the traveler for his/her own meals up to \$35.00 per day. The meal reimbursement includes a gratuity up to 15% of the meal cost plus sales tax.
2. Alcoholic beverages will not be reimbursed.
3. All requests for reimbursement must be documented with original receipts along with the name and address of the restaurant.
4. Conference registrations sometimes include the cost of meals. Since these meals have already been paid for as part of the conference registration fees, it is expected that the traveler will utilize these meals, and reimbursement will not be made for any charges for substitutes to these meals.

Reimbursement General

1. All travel at SE-L expense is expected to generate a benefit to SE-L as reflected in the attainment of district and/or building goals. The building principal may request the conference attendee to share information at staff or team meetings.
2. It is expected that the traveler will take all reasonable steps necessary to minimize the cost of traveling to the Board.
3. It is expected that the traveler will document all expenses with original vendor produced receipts. Expenses not properly documented will not be reimbursed.
4. If any cost exceeds the district standard as outlined herein, reimbursement will be limited to the district standard.
5. Reimbursement of any expenses beyond what has been estimated by the traveler on the Application for Professional Leave will only be made by the Treasurer with approval by the individual responsible for funding the travel.
6. The pink reimbursement copy, a brief written report where applicable, and original receipts must be returned to the Curriculum office for reimbursement within two weeks of the conference/meeting.

Appendix D

SECRETARIAL/CLERICAL JOB LIST AND CLASSIFICATION

<u>JOB TITLE</u>	<u>CLASSIFICATION</u>	<u>WORK YEAR</u>
Office of the Executive Director of Instruction:		
Secretary	I	260
Secretary	III	260
Office of the Director of Human Resources:		
Secretary	II	209
Office of the Director of Pupil Services:		
EMIS Specialist	I	260
Secretary	I	260
Secretary	II	260
Secretary	II	260
Office of the Coordinator of Athletics:		
Secretary	II	219
Office of the Coordinator of Community Relations:		
Secretary	I	260
Office of the Director of Business Services:		
Receptionist/Repographics	II	260
Receptionist	III	260
Repographics	III	260
Office of the Treasurer:		
Payroll Coordinator	I	260
Accounts Payable Specialist	I	260
Accounts Receivable Specialist	I	260
Payroll/Bookkeeper	I	260
Office of the Supervisor of Custodial Services:		
Secretary	I	260
Office of the Supervisor of Transportation:		
Secretary	I	260
Office of the Supervisor of Food Services:		
Secretary	II	209
Senior High School:		
Secretary to the Principal	I	260
Student Service Secretary	I	260
Secretary of Financial Management	II	209
Secretary to the Assistant Principal	II	209
Secretary – Guidance Office	II	260
Secretary – ArcTech	II	209
General Office Secretary	III	209
Information Processing	III	209
Attendance Secretary	IV	209
Office Clerk - Guidance	IV	209
AV/Library Clerk	IV	194
Junior High School:		
Secretary - Principal	II	260
Secretary - Associate Principal	II	260
Office Clerk	IV	209
AV/Library Clerk	IV	194
Elementary School:		
Secretary (K-6)	II	209
Secretary to Assistant Principal, Greenview	II	209

Secretary to Assistant Principal -Rowland	.....	II	209
AV/Library Clerk		IV	194
Instructional Assistants (ISA):			
Intervention Specialist Assistant + stipend	.....	VI	194
Instructional	.....	VI	194
Monitor	.....	VII	Up to 190
Security Guards:			
	.....	V	194
Lab Assistants:			
Auto		VI	194
Math		VI	194
Auxiliary Services			
		VI	n/a
Noon Aides			
			Up to 190

**Appendix E
GRIEVANCE FORM
(Immediate Supervisor)**

Level One

Subject of Grievance _____ Date of Incident _____

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Informal Meeting _____

Participants at Informal Meeting _____

Statement of Grievance: Include a description of the facts upon which the grievance is being filed (including the date, time and location of the occurrence giving rise to the grievance), and the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.

(Attach additional information if desired)

Relief Sought: Indicate the exact remedy requested

Signature of Grievant _____ Date _____

Signature of
Immediate Supervisor (Receipt) _____ Date _____

GRIEVANCE FORM

**Level Two Appeal
Superintendent/Designee**

Subject of Grievance _____ Date of Incident _____

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Receipt of Level One Decision _____

Statement of Appeal: Include a description of the reason(s) for your appeal of the Level One decision.

(Attach any additional information if desired)

Relief Sought: Indicate the exact remedy requested

Signature of Grievant _____ Date _____

Signature of Superintendent/Designee (Receipt) _____ Date _____

SOUTH EUCLID-LYNDBURST CITY SCHOOL DISTRICT

CLASSIFIED EMPLOYEE REQUEST/AFFIDAVIT FOR ASSAULT LEAVE

In compliance with Article VII, Paragraph A2. of the Collective Bargaining Agreement and consistent with the applicable provisions of Ohio Revised Code Section 3319.143, the undersigned employee hereby requests assault leave:

Name _____ Date of Filing _____

Building _____ Date of Assault _____

I hereby certify that my absence beginning on _____ (date) is the consequence of a physical or serious psychological injury resulting from an assault or student initiated injury in the course of breaking school rules which occurred in the course of Board employment while on duty on school grounds or in attendance at a school-sponsored function.

I understand that such leave shall not exceed sixty (60) days and that I am required to file a full written report to my building principal/immediate supervisor concerning the assault immediately after having the opportunity to consult with representation of my choice.

I further agree to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker(s).

If medical attention is required, I will promptly supply a certificate from a licensed physician stating the nature of the disability and its expected duration and fully understand and agree that the Superintendent may require, in the process of establishing my eligibility for assault leave, an examination by a Board-appointed physician at Board expense.

I understand that failure to follow the appropriate procedures as set forth above or to provide the required information will jeopardize my eligibility for assault leave. Further, I am aware that falsification of either this form, my signed statement or a physician's certificate is ground for suspension or termination of employment under Ohio Revised Code Section 3319.16.

Employee Requesting Leave Date

Physician's Name: _____

Address
and Telephone
Number _____

ASSISTANTS/NOON AIDES/SECURITY GUARDS
SCHOOL YEAR SCHEDULE

INTERVENTION SPECIALIST ASSISTANTS
INSTRUCTIONAL ASSISTANTS (MATH/AUTO)
AV/LIBRARY CLERKS
SECURITY GUARDS

194 WORK DAYS (INCLUDES 10 PAID HOLIDAYS)*

Work days students are in attendance, plus 4 teacher workdays

August (2 days before school starts), January (end of semester), (June, end of semester)**

If Waiver days are scheduled for Professional Development you are expected to report to work even though students are not in attendance.

Must work nights & day of conferences in order to be paid for comp days off (usually day before Thanksgiving day after spring break)

MONITOR ASSISTANTS

NOON AIDES

190 WORK DAYS (INCLUDES 10 PAID HOLIDAYS)*

Work days students are in attendance, no teacher workdays

August (2 days before school starts), January (end of semester), (June, end of semester)**

If Waiver days are scheduled for Professional Development you are expected to report to work even though students are not in attendance.

Must work nights & day of conferences in order to be paid for comp days off (usually day before Thanksgiving day after spring break)

AUXILIARY SERVICE LIBRARY ASSISTANTS

190 DAYS (INCLUDES 10 PAID HOLIDAYS)*

Work days students are in attendance, no teacher workdays

***PAID HOLIDAYS**

Labor Day

Thanksgiving (Thursday & Friday)

Christmas Eve

Christmas Day

New Years Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

****PROFESSIONAL GROWTH DAY IN OCTOBER – NOT SCHEDULED TO WORK**

SECRETARIAL SCHOOL YEAR SCHEDULE

260 WORK DAYS (INCLUDES 11 PAID HOLIDAYS) – BRUSH/MEMORIAL

If Waiver days are scheduled for Professional Development you are expected to report to work even though students are not in attendance.

Must work nights & day of conferences in order to be paid for comp days off (usually day before Thanksgiving day after spring break)

Must work Jewish Holiday non –work days as designated on School Calendar.

***PAID HOLIDAYS**

Labor Day	Martin Luther King Day
Thanksgiving (Thursday & Friday)	Presidents Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Years Day	July 4th

209 WORK DAYS (INCLUDES 10 PAID HOLIDAYS)*

Work days students are in attendance, plus 4 teacher workdays

August (2 weeks before teachers starts and 1 week after teachers leave), January (end of semester), (June, end of semester)**

If Waiver days are scheduled for Professional Development you are expected to report to work even though students are not in attendance.

Must work nights & day of conferences in order to be paid for comp days off (usually day before Thanksgiving day after spring break)

***PAID HOLIDAYS**

Labor Day	Martin Luther King Day
Thanksgiving (Thursday & Friday)	Presidents Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Years Day	

****PROFESSIONAL GROWTH DAY IN OCTOBER – NOT SCHEDULED TO WORK**

Appendix I

MEMO

To: Mr. William Zelei / Mr. Ron Bishop

From: Anna Velotta, OAPSE 207 President

Subject: Catastrophic Sick Day Bank

Date:

This is a petition from OAPSE 207 to establish a catastrophic sick day bank on behalf of _____ as per our contract. Due to his / her most recent illness, it is required that he / she be out at least _____ weeks.

Thank you for your consideration.

**CHAPTER 207 OF OAPSE
SOUTH EUCLID – LYNDHURST CITY SCHOOLS**

**CATASTROPHIC ILLNESS SICK LEAVE BANK
20__ – 20__ SCHOOL YEAR**

MEMBER'S NAME _____ DATE _____

I am willing to contribute _____ day(s) of sick leave to the 20__ – 20__ school year Catastrophic Illness Sick Leave Bank for _____.

I understand that this day(s) will be reduced from my total sick leave accumulation. In the event more days are collected than needed, it is to my understanding that the unused days will be returned in order of seniority.

(member's signature)

*****Please return this form, through interschool mail, to the Treasurer's Office ASAP*****

A petition for a Sick Leave Bank has been sent to the Superintendent for Board approval. We are collecting donations in the event that it will be approved. If approval is granted, days will be used in the order of seniority and charged as needed.

Appendix J
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
EVALUATION REPORT FOR ALL OAPSE 207 PERSONNEL

Evaluation of _____

Job Classification _____

Building _____

Date _____

INSTRUCTIONS: For each job element select the performance value most nearly representing the degree of the employee's accomplishment. Use the following:

- 4-Strong**
- 3-Satisfactory**
- 2-Needs Improvement**
- 1-Unsatisfactory**

Additional comments may be made as indicated below.

Job Element	Performance Rating	Comments
I. TECHNICAL COMPETENCE		
A. Skills - technical knowledge for position		
B. Effective use of methods and skills		
C. Understanding and completion of assigned tasks		
D. Systematic approach to and completion of duties		
E. Resourcefulness in meeting problem situations		
F. Soundness of judgment		
II. RELATIONSHIPS		
A. Personal appearance		
B. Response to constructive criticism		
C. Cooperation with fellow employees		
D. Courtesy to others		
E. Respect of fellow employee's work problem		
III. RELIABILITY		
A. Ability to carry out assignment		
B. Responsibility and conscientiousness to job		
C. Ability to adjust to changes		
D. Temperament and emotional stability		
E. Loyalty to ideals and employer		
IV. QUANTITY OF WORK		
A. Work organization		
B. Responsibility and good performance		
C. Production as compared to others		
D. Ability to work under pressure		

Evaluation of _____

Date _____

<p><u>PURPOSE OF EVALUATION</u></p> <p>_____ Annual _____ New Employee _____ New Position</p> <p>RECOMMENDATION:</p>	<p><u>Comments</u></p> <p>Commendations: _____</p> <p>Ways this employee can improve: _____</p>
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Signature of Evaluator(s)

Date of Conference

Signature of Person Evaluated

(The signature does not necessarily mean agreement with the evaluation. It does mean that it was discussed by the evaluator(s) and the person evaluated.)