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STATE EMPLOYMENT
RELATIONS BOARD

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THE NEGOTIATED AGREEMENT

Between

**THE WINDHAM EXEMPTED VILLAGE
BOARD OF EDUCATION**

and

**THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
CHAPTER #770**

Effective July 1, 2011

Through June 30, 2014

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INTRODUCTION

This Negotiated Agreement made and entered into by and between the Windham Exempted Village Board of Education and the Ohio Association of Public School Employees is as follows:

ARTICLE I - RECOGNITION

The Windham Exempted Village Board of Education recognizes the Ohio Association of Public School Employees (OAPSE) and Local #770 as the sole and exclusive bargaining representative for all regular full-time and regular short-hour classified employees under contract now employed, and eligible for membership in the Association. The bargaining unit shall include the following classifications:

Custodial
Transportation (Driver)
Secretarial
Cafeteria
Aides-Educational
Aides-General/Bus
Mechanic/Maintenance
Accounting Clerk/Student Activities Secretary

The Union shall be notified in writing, when a new Union position is created. The Union will have input into the appropriate salary schedule for the new position.

For the purpose of this Agreement, the following are excluded from the bargaining unit:

Treasurer
Assistant Treasurer
Superintendent's Secretary
All Supervisors, including: Transportation Supervisor, Cafeteria Supervisor
and Maintenance Supervisor
All Substitute Employees
Technology Coordinator
EMIS Coordinator

Recognition shall remain in effect during the term of this Agreement. Any other organization which desires to secure bargaining rights must request an election as per the procedures set forth in R.C. Section 4117.07 and in a period no sooner than one hundred twenty (120) nor later than ninety (90) days prior to the expiration of this Agreement.

Failure to submit the petition within the proper time shall bar an election. Cost of the election shall be paid by the petitioning organization.

ARTICLE II – NEGOTIATIONS

A. Scope of Negotiations

1. Subjects for negotiations shall be wages, fringe benefits, hours and other terms and conditions of employment.

B. Negotiating Teams

1. Each party in its sole discretion shall select a negotiating team of no more than five (5) members. Each team shall select a spokesperson who shall be in attendance at each negotiating session unless otherwise agreed to by the parties.
2. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than one (1) observer to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.

C. Submission of Issues

1. Once negotiations have been requested, the time and place shall be established by both parties within a reasonable time of the request to negotiate. Each meeting shall be held in private.
2. At the first meeting, both the Board and the Union will exchange initial proposals upon which each respective party desires to negotiate. Additionally, the parties will agree on which proposals are to be addressed at the second meeting. Subsequent meetings will be utilized to negotiate the proposals until a tentative agreement is reached. No new additional proposals may be submitted by either party following the first meeting unless mutually agreed upon.
3. As each separate proposal is negotiated and agreed upon, it shall be initialed by the chief spokesperson for each party, provided, however, that tentative agreement on all items to be negotiated shall not be reached or agreed to until each and every item shall have either been agreed upon or removed from consideration by the party submitting it.

- ### **D.**
1. Dates for meetings of the parties shall be mutually agreed upon by the chief spokesperson(s) and shall be set within a reasonable time of the request to negotiate, but no more than thirty (30) working days subsequent to the receipt of the demand to negotiate, unless the parties agree otherwise.
 2. The meetings shall be conducted on school property, if available, and shall be of a mutually agreed reasonable duration.

3. The date of meetings subsequent to the first meeting shall be determined at each prior session and the tentative agenda for the next meeting established.

E. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

F. Exchange of Information

Upon reasonable request, at no expense to the requesting party, the Superintendent, or his/her designee, shall furnish the Association, and the Association will furnish to the Superintendent, or his/her designee, all available information pertinent to the issues under negotiations, such as financial condition of the District. Access to available information in such form as it exists constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, complete or otherwise develop data other than in its existing form.

G. Consultants

In addition to said teams, each team may admit and utilize in its sole discretion one (1) consultant to such meetings.

H. Public Information and Progress Reports

Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

I. Tentative Agreement and Ratification

1. All tentatively agreed items shall be initialed and dated by the parties jointly during the session in which agreement is reached.
2. The Union shall vote on the ratification of the Agreement first, and within ten (10) working days of the conclusion of the Agreement. The Board shall then meet and vote on the ratification within ten (10) days after the Union's ratification meeting.
3. Upon ratification by both parties, the Agreement will be signed by the duly authorized officers of the Board and the Union.
4. Within fifteen (15) work days after the execution of the completed Agreement by all parties, the Board of Education shall cause to be printed or duplicated sufficient copies of the Agreement for distribution to each employee in the bargaining unit. The Board shall deliver such copies to the President of the Union for distribution to the membership. The costs of printing or duplicating shall be divided equally between the Board and the Union. An employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of

this Agreement by the Union President at the time of employment. Each employee in the bargaining unit shall be provided by the Association President with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

ARTICLE III – MEDIATION

- A. An impasse shall occur when after a reasonable period of negotiations the parties are unable to reach agreement and have stopped making progress at the negotiating table because the negotiations of each party have solidified to such a degree that, unassisted, negotiations become futile.
- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- D. The mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE IV – PERSONNEL FILES

- A. A staff member shall have the right to review the contents of his/her personnel file upon delivery to the Superintendent of a written request for such review. Such request shall be acknowledged in writing by the Superintendent by initialing the request upon receipt. In the absence of the Superintendent or when need develops, the Superintendent's designated representative shall assume interim responsibility. An OAPSE representative shall be identified in the request by name and/or title. Upon request, employees shall be provided copies of material in the employee's personnel file at no cost to the employee for the first copy of any material including all material if requested. Thereafter, a reasonable charge per copy will be made.
- B. As per Section A, the staff member has the right to review any material placed in his/her personnel file. Should the staff member object to any item(s) enclosed, he/she shall have the right to attachments; that is, the staff member may attach to the items(s) he/she objects, a written statement citing the objection and the reason. The attachment shall become a part of the personnel record.
- C. A staff member shall be notified and provided a copy when a written reprimand, derogatory material or notice that may be used in any disciplinary procedure, prior to such material being placed in the staff member's personnel file. All documents included in the staff member's file shall be dated and identified as to source.
- D. Any derogatory material may not be placed in an employee's personnel file unless the employee has had a chance to sign the material indicating that he/she knows that the material

is being placed in the file. Should the employee refuse to sign the material, a notation of the refusal shall be documented.

ARTICLE V – DISCIPLINARY PROCEDURES

The Board and Union set forth the following disciplinary procedure to insure the fair, timely and equitable treatment of bargaining unit members. The Superintendent shall have the right to suspend an employee without pay for disciplinary reasons for a reasonable time consistent with the offense. The supervisor shall investigate the incident prior to implementing disciplinary action, including suspension. In the dispensing of disciplinary measures, the supervisor or administrator shall follow a progressive corrective action with the employee for any abuse of conduct, violation of rules or regulations, or deficiencies.

When in the judgment of the supervisor and/or the administrator, other disciplinary action is deemed to be more appropriate, that judgment may be made without having first provided the employee with a warning. A Local OAPSE officer or representative shall have the right to be present at a conference held for the specific purpose of formally disciplining a regular employee. This right is not extended to OAPSE for meetings in which a supervisor wants to meet with an employee for any other reason.

Principles of progressive corrective action will be followed. Corrective action shall consist of a course designed to improve the quality of the employee and shall be taken for just cause.

A progressive discipline procedure shall be used in dealing with employees. The employer and/or designee may initiate action on any step in the procedure, depending on the seriousness of the offense, and repeat any step if appropriate.

- Step 1: Oral reprimand
- Step 2: Written reprimand
- Step 3: Suspension with or without pay
- Step 4: Termination

Documentation of all disciplinary action shall be placed in the employee's personnel file. Any record of any discipline nature in the employee's personnel file must have been initialed by the employee or offered to the employee for initialing. The initialing is only intended to indicate that the employee is aware of such disciplinary notice in his/her file. The initialing does not mean that the employee is in agreement with the discipline notice. Copies of all written warnings, reprimands, suspensions and terminations imposed upon an employee will be provided to the employee involved and to the Union within seven (7) working days from the date of the discipline.

Removal of reprimands may be made after two (2) years for an oral or written reprimand or three (3) years for a more serious offense.

ARTICLE VI - LEAVES

A. Sick Leave

1. **Annual Allowance:** Each employee shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1¼) days per month.
2. **Manner of Calculation:** Any sick leave earned and unused in prior employment, except that which has been used for a severance calculation, with another public school district or other agency of the state shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the employee's account at the time of employment in the manner prescribed by State Law.
3. **Reasons for Sick Leave:** Employees may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the employee's immediate family.
4. **Immediate Family Defined:** Immediate Family shall be interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, grandchildren or any family member residing in the home of the employee.
5. **Accumulation of Sick Leave:** The maximum number of sick leave days accumulated shall be three hundred fifty (350).
6. **Procedure for the Use of Sick Leave:** An employee intending to use sick leave shall complete the sick leave notification form stating the reason for the use of sick leave if the employee knows in advance and its intended commencement date.

B. Personal Leave

An employee may be granted two (2) unrestricted personal leave days, together with two (2) restricted days in any year from July 1 through June 30, without loss of pay. Upon approval of the Superintendent or his/her designee, restricted days may be used for the following reasons:

1. Attendance at funerals not covered by the sick leave policy;
2. For religious holidays not included in the work year calendar. The holiday shall be identified by the employee;
3. For mandatory court appearances, except when the employee is involved in a lawsuit or is a witness as a party adverse to the Board, or when the employee pleads or is found guilty of a crime. Personal leave form shall specify the date, time and place of the court appearance;

4. For attendance at a high school, college, or military graduation in the immediate family (as defined in Section A4 above.) The personal leave form shall specify the date, time and place of the graduation ceremony and the relationship of the graduate to the employee;
5. For attendance at the employee's wedding or a wedding in the immediate family (as defined in Section A4 above). The personal leave form shall specify the date, time and place of the ceremony and the relationship of the bride and groom to the employee;
6. For attendance at recognition awards ceremonies;
7. For emergencies due to personal property damage or other unforeseen circumstances.

Personal leave days are not cumulative and shall not be granted unless they fall under 1-7 above. None of the unrestricted personal leave days will be granted to extend a holiday, recess, or vacation, or for recreational purposes or to engage in other employment, or during the first ten (10) school days or during the last ten (10) school days of the school year, or for reasons due to inclement weather unless the Superintendent determines that it was not reasonably possible to attend work. Further, not more than one (1) employee per classification (as listed in Article I, Recognition) may be on unrestricted personal leave at the same time. The Superintendent may waive any of these restrictions at his/her discretion and grant a personal leave request. Requests for unrestricted personal leave will be granted on a first-come, first served basis, with seniority applied as a tie-breaker.

Unused unrestricted personal leave shall be credited to employee's sick leave on June 30 of each year or, at employee's option, the employee shall be paid ninety percent (90%) of his/her daily rate for unused unrestricted day(s). Payment shall be in July of each year.

C. Jury Duty Leave

1. An employee shall be granted leave for jury duty upon submission of a subpoena or notice from the Clerk of Court's office of a call for jury duty.
2. An employee shall be reimbursed for the difference between the regular straight-time compensation and the compensation received as a result of jury duty. It is the obligation of the employee to furnish the Treasurer proof of the calls to service on a jury and the amount of compensation received.

D. Union Leave

The Board shall permit two (2) delegates or alternates leave with pay to attend the OAPSE annual convention for a maximum of three (3) days each. Any expenses incurred by the delegate or alternate shall be the responsibility of the Union.

E. Assault Leave

An employee who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted not to exceed ninety (90) days upon the employee delivering to the Treasurer a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s), if known, causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. If court action results, said employee shall be granted leave from his/her duties and a qualified substitute provided and no loss of pay for days in court. In cases where legal action is instituted, the principal shall attempt to obtain a list of the witnesses to the assault. The principal shall promptly attempt to obtain a written report from the employee and all the witnesses. These statements shall be signed, dated and filed. Full payment for assault leave, less workers' compensation and any other financial remuneration, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.081.

Where an employee exhausts the assault leave, he/she may use sick leave. If sick leave and assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted employee becomes eligible for benefits under the State Employees Retirement System because of any disability or because of age, or where an employee's employment by this district ceases, this leave provision shall no longer apply.

F. Maternity/Child Care Leave

1. Definition: A maternity/child care leave is absence from school, without pay, by an employee who is pregnant or who has given birth or adopted a child. In cases where parents are both employed only one can qualify for this leave.
2. Notification of Pregnancy: In the event that an employee becomes pregnant, the employee shall, as soon as possible, notify the Superintendent or his/her designee. Said notification of the condition of pregnancy shall be no later than at the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:
 - (a) A medical certificate signed by the employee's physician confirming the pregnancy.

- (b) The medical certificate shall indicate the anticipated birth date of the baby.
 - (c) In the event an employee desires a maternity/child care leave, the employee's statement should include the approximate date of the commencement and requested date of termination of said leave.
3. **Procedure for Maternity/Child Care Leave:** An employee who desires a maternity/child care leave shall notify the Superintendent or his/her designee at least thirty (30) days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification requirements shall be waived by the Superintendent.
4. **Term of Maternity/Child Care Leave:** All maternity leaves shall cover the period of disability not covered in Section 6. If the period of actual disability is, or is expected to be, less than one (1) school year, leave may be approved for a period beyond the disability; however, the total leave granted in that event shall not exceed one (1) school year. Each employee shall notify the Superintendent or his/her designee whether he/she intends to return to employment at the expiration of his/her leave no later than thirty (30) days prior to its expiration. Subject to the approval of the insurance carrier, all insurance coverage provided by the Board and desired by the employee shall be continued for those employees who are on such leave upon payment of the premium by the employee to the Treasurer. If the premium check is returned as being invalid, coverage shall be terminated for the month of coverage, and may be reinstated only upon the approval of the insurance carrier.
5. **Termination of Maternity/Child Care Leave:** Any employee who wishes to return to employment at the expiration of his/her leave or desires to terminate his/her leave at anytime after the birth of or adoption of her child, shall return to work upon submitting written request to the Superintendent or his/her designee under the following conditions:
- (a) The request shall be made no later than April 1 in any school year for the subsequent school year.
 - (b) The employee will be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full-time employment.
 - (c) Return to duties shall be guaranteed no later than the first work day of the school year following the date that the employee is declared eligible for reemployment.
 - (d) After reemployment has been determined, the Superintendent may recommend reassignment to duty at an earlier time than that which is stated herein. Reassignment to duty in all cases of maternity leave shall be in

accordance with the recommendation of the Superintendent and the needs of the school system. No employee shall be placed in a position for which the employee is not qualified.

6. Use of Sick Leave for Pregnancy Purposes: An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a maternity leave of absence in accordance with Section 4. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verified that an employee is medically able to come back to work, maternity leave shall become effective and sick leave pay ends.
7. Extension of Maternity/Child Care Leave: When an employee has been granted a maternity leave of one (1) contract year, such leave may be extended for up to one (1) additional contract year upon the approval of the Superintendent. When an employee has been granted a maternity leave of one (1) school year and the employee is still disabled, such leave shall be extended for a period up to one (1) school year upon medical certification from the employee's physician that she is unable to resume full time employment. Requests to extend maternity leave shall be submitted in writing to the Superintendent by April 1. The total amount of leave granted under this article shall not exceed two (2) consecutive school years.

G. Leave of Absence

1. Upon written request the Board may grant an unpaid leave of absence for a period of not more than two (2) years for education, professional or other purposes, and shall grant such unpaid leaves where illness, dependent care, or other disability is the reason for the request.
2. Upon the return of the employee from a leave of absence, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
3. If after the return of the employee from leave of absence, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after is employment as a replacement, he shall receive credit for his length of service with the District during such replacement period.

H. Instructional Leave

Subject to the approval of the Superintendent and Board, classified employees may be granted leave with pay to attend conferences and/or workshops for the purpose of improving job performance.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint involving the alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If such a grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

B. Procedure

Grievances shall be submitted at Step One within ten (10) workdays after the alleged grievance occurred or the grievant knew or should have known that it occurred. Grievances not filed in accordance with this time limit shall be deemed waived and not able to be arbitrated.

STEP ONE

The grievant or Union may file the grievance in writing with his/her supervisor, with a copy to the Union representative. The supervisor shall within ten (10) workdays after receiving the grievance, give a written answer to the grievant and provide a copy to the Union President and Union representative.

STEP TWO

If a grievance is not resolved at Step One the grievant or Union may, within ten (10) workdays after receipt of the grievant of the Step One answer, appeal the grievance in writing to the Superintendent or his/her designee. The Superintendent or designee, shall schedule a meeting and meet with the employee and the Union within ten (10) work days after receipt of the written appeal from Step One. A written answer shall be given to the grievant and Union President within ten (10) workdays after the Step Two meeting.

STEP THREE

If the grievance has not been resolved at Step Two (2) of this procedure, the grievant or Union may request, within ten (10) workdays of the Step Two (2) written response, the services of a mediator (FMCS). The superintendent or designee, the grievant, and the Union representative shall meet with the mediator at the earliest possible date.

If, for any reason, mediation does not occur within thirty (30) workdays of the superintendent/designee's receipt of the grievance, the Union may at any time after the thirty (30) working days, appeal the grievance to Step Four (4) of this procedure. Any cost that may arise from Grievance Mediation shall be shared equally by both parties.

STEP FOUR

If the grievance is not resolved at Step Three, the grievant or Union may, within ten (10) work days after the conclusion of the mediation and no resolution is accepted, may refer the grievance to binding arbitration by filing a demand for arbitration with the Treasurer of the Board. If the Superintendent or his/her designee and the grievant or his/her designee cannot mutually agree upon a neutral arbitrator, a list of nine (9) names shall be requested from the Federal Mediation and Conciliation Service (FMCS). Either party has the right to request a second list. The arbitrator shall be selected by the alternate-strike method. The cost of the arbitrator's list shall be shared equally by the Board and the Union.

Once the arbitrator has been selected, he/she shall proceed with the arbitration within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both parties. Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator shall be divided equally between the parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is properly within the limitations express herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

- C. The time limits set forth in this Article VII, shall, unless extended by mutual written agreement of the Superintendent and the Union, be binding. Any grievance not properly submitted or appealed within the specified time limitation(s) shall not be considered a grievance under this Agreement and shall be deemed waived. However, by written mutual agreement of the parties any or all of the above mentioned limitation(s) may be extended.
- D. If the Administration or Board fails to timely respond under the terms of the grievance procedure, the grievance shall be automatically moved to the next step of the grievance procedure.
- E. A grievance may be withdrawn by the Union, at any time during Step One, Two, Three or Four of the grievance procedure without prejudice.
- F. All grievances shall be processed on official Union grievance forms.
- G. No reprisal shall be taken by or against any participant involved in the processing of a grievance.

- H. Grievance meetings and hearings will generally be held outside of the involved employee's working hours. When it is necessary to hold a grievance meeting or hearing during an involved employee's working hours, the employee will suffer no loss of pay or other benefits. No employee will be paid for time spent in grievance meetings or hearings outside of the employee's regularly scheduled working hours.

ARTICLE VIII – EVALUATION

Each regular employee will be given an evaluation at least once each year. Additional evaluations may be performed. If an employee is rated unsatisfactory or substandard, then he/she may request a meeting with his/her evaluator to discuss improvement. The content of an evaluation is not subject to the grievance procedure, however, employees shall have the right to attach a rebuttal to all evaluations. Any negative evaluation shall include specific recommendations for improvement. The evaluations shall be conducted on the forms set forth in Appendix B.

ARTICLE IX – HOLIDAYS

- A. The Board of Education agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
President's Day	

- B. Unit members who work twelve (12) months shall also receive the following paid holidays:

Independence Day and Good Friday

- C. **Holiday Observance**

1. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
2. If a holiday falls on a Sunday, it shall be observed on the following Monday.
3. If two consecutive holidays fall on Sunday and Monday, they shall be observed on Monday and Tuesday of that week.

ARTICLE X – WORK WEEK, OVERTIME AND VACATIONS

- A. The length of the workday shall be designated by the Board for unit members, and shall be reflected in each employee's contract or salary notice. The standard work week for all unit employees shall be five (5) days per week Monday through Friday. Salary notices to be updated no later than 30 days after the beginning of the new school year to include stipends and added runs.

- B. Time and one-half (1 ½) will be paid for all hours worked over forty (40) hours per week. Sundays and holidays will be compensated at double time the employee's regular pay.
- C. Overtime shall be distributed and rotated equally by seniority rotation among all employees within each school in the classification where overtime is required. Employees who are offered overtime and for any reason refuse shall be moved to the bottom of the rotation and counted as if he/she had worked the offered overtime. If all employees within the classification within the building decline the extra time, it shall be offered to other buildings within the classification prior to being assigned to a substitute.
- D. Building Checks
- Whenever the Supervisor is unavailable to do building checks, maintenance/mechanic personnel assigned to do building checks shall be paid a minimum of two (2) hours at time and a half on Saturday and a minimum of two (2) hours at double time on Sunday. The building checks will be assigned on a rotational basis among custodial/maintenance personnel throughout the District.
- E. Any employee called in to work in excess of his/her normal work hours due to an emergency shall be paid a minimum of two (2) hours at his/her regular hourly rate.
- F. In the event of employees assigned to substitute for any other regular employee in any classification, the employee so assigned shall receive the base rate for that classification, or his/her regular rate, whichever is higher.
- G. The Board agrees to pay twelve (12) month unit members the following vacation schedule with full pay:
- 1-6 completed years of service - two (2) weeks paid vacation.
 - 7-12 completed years of service - three (3) weeks paid vacation.
 - 13 or more completed years of service - four (4) weeks paid vacation.
- Vacation pay shall be paid in advance, if requested two (2) weeks in advance, in writing, to the Treasurer. Up to five (5) vacation days may be carried over until January 1 of the following year. Employees may be paid for up to five (5) unused vacation days. Vacation days are not to be taken the first or last week of school.
- H. Unless a greater or lesser time period is required by other provisions contained in this Agreement, employees are to notify their supervisor of their inability to work at least eight (8) hours before their scheduled starting time, except in unforeseen or emergency situations. (e.g. employee becomes ill immediately prior to shift.)
- I. In the event of a calamity day all employees shall be paid for all their regularly scheduled hours. Any employee who is required by his/her supervisor, or by the administration, to work on a calamity day shall be paid for all hours worked in addition to the calamity day pay.

ARTICLE XI – JOB BID PROCEDURE

- A. A vacancy is defined as any new position created within the bargaining unit or job opening the Superintendent intends to fill. As regular vacancies occur, such vacancies shall be posted in a conspicuous place for five (5) working days and may also be advertised to persons who are not District employees. If no such posting is made, a written notice shall be given to the Union President stating that the position has been abolished. There will be no discrimination in job posting.
- B. During the summer months when school is not in session a notice of vacancies shall be emailed to the employee's school email address and posted on the district website.
- C. The posting (Paragraph A) and/or notice (Paragraph B) as above set forth should include the following:
 - 1. Duties and responsibilities;
 - 2. Qualifications required;
 - 3. Approximate hours per day/week;
 - 4. Rate of pay;
 - 5. Probable building assignment.
- D. A job posting for each vacancy shall be sent to the President of the Union.
- E. An employee applicant must submit a written request for the vacancy within five (5) working days after posting date or date of mailing. From among the employee applicants submitting a bid application, the Superintendent will recommend for the position the applicant he/she deems most qualified. Administration shall interview all applicants who are current employees of the district. Full consideration will be given to those employees who submit an application and meet the qualifications. If the qualifications of two (2) or more employee applicants are deemed equal in the sole judgment of the Board or its designated representative, the most senior applicant shall be awarded the position. The Administration may direct or the employee may choose to return to his/her former position without prejudice at any time within the forty-five (45) working day period.
- F. A vacancy shall be awarded within thirty (30) calendar days of the date it is posted. Posting shall be within fifteen (15) calendar days of creation of the vacancy.
- G. Within thirty (30) calendar days after the vacancy has been filled, the date and name of the person filling the vacancy shall be given to the President of the Union.
- H. When an opening in a bargaining unit position occurs and that position is not bid upon by a regular employee or the employee applicant is not deemed qualified the Board may fill that position with an outside applicant.

All employees new to the district receive a one (1) year contract. The first year of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure to challenge his or her termination during the probationary period.

ARTICLE XII – LAY-OFF AND RECALL

- A. The number of people affected by the lay-off will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate positions.
- B. The Board of Education shall determine the classification(s) in which the lay-off shall occur, the reasons for the lay-off and the number of employees to be laid off. Prior to the Board instituting such reductions in the classified staff, the Board and/or designee and the Union and/or its designee shall meet and discuss the layoff and seniority list. The Board of Education agrees that non-bargaining unit employees will not be used to replace such laid off employees.
- C. Whenever it becomes necessary to lay-off employees by procedures stated above, affected employees shall be laid off, within the classification, according to seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service in any given classification entry (classification seniority). Lay-offs and authorized leaves of absence do not constitute an interruption in continuous service. If there is a tie in seniority between bargaining unit employees after the application date has been applied, or if an application is not available, a flip of a coin shall break the tie.
- D. The following classifications shall be used for the purpose of defining classification seniority in the event of a lay-off: Custodial, Transportation, Cafeteria, Secretarial, Aides-General/Bus, Aides-Educational, Mechanic/Maintenance.
- E. An employee who is laid off shall maintain recall rights for a period of two (2) years. Recall from the lay-off list shall occur in reverse order of lay-off with the last employee laid off in the classification recalled first. If an employee is recalled to the same classification for less hours and benefits, he/she shall retain recall rights to the position from which he/she was laid off. If an employee accepts another position within the district, he/she shall maintain recall rights to the position from which he/she was laid off.
- F. It is the employee's responsibility to keep the Board informed of his/her current address. The Board shall serve written notice of recall by certified mail-return receipt requested to the employee's last known address. Failure of any employee to notify the Board of his/her intent to return to work within seven (7) calendar days after mailing recall notice shall be deemed a forfeiture by the employee of any right to recall.
- G. Employees affected by lay-off shall have the right to displace any less senior employee in any other class based on previous accrued seniority in that class. An employee reduced by lay

off to a position of less pay shall retain the hourly salary of the position from which he/she was reduced until the salary of the new position catches up to the former position.

- H. In the event of a change in either the funding or the composition of the Federal or State educational programs, and the Board determines to reduce the number of employees, or the number of hours worked, then such reduction shall affect only the employees in these programs. All employees shall be awarded one (1) year limited contracts which shall expire at the end of the term.

ARTICLE XIII – WORKERS COMPENSATION

- A. All employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported immediately to the injured employee's supervisor or other designated representative.
- C. The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee at the time of injury for an additional six (6) months from the date of the injury.
- D. An employee returning from a job related injury shall maintain continued seniority.

ARTICLE XIV – PHYSICAL EXAMINATION

The Board agrees to pay the full cost of any physical required of any employee when continuing employment is contingent on such examination.

ARTICLE XV – TRANSPORTATION

A. STUDENT ACTIVITY TRIPS

1. Bus drivers shall be offered student activity trips (e.g. athletics, extra-curricular activities, etc.) on a seniority rotational basis.
2. If a trip is cancelled after an assignment has been made and accepted, the bus driver assigned shall be given the next available trip, and if the driver is not notified at least two (2) hours before departure time, the driver shall be paid reporting time of two (2) hours at \$8.00 per hour.
3. Except in an emergency situation, if a bus driver cancels a trip after an assignment has been made and fails to give notice to the Administration at least one (1) working day before departure time, the bus driver will be placed at the end of the list. Bus drivers shall not be permitted to assign, alter and/or exchange driving assignments without the written approval of the transportation supervisor.

4. Extra trips shall have an authorized adult or coach assigned as a chaperone to each bus.
5. Accurate maps and/or specific directions for all extra trips will be provided to each driver when assigned an extra trip.
6. Extra trips shall be compensated at the student activity trip rate set forth in salary schedule B(2). Sunday and holiday trips shall be paid at 2 times the regular trip rate.

B. ROUTES

1. Routes will be established by the Superintendent, to transport students to and from the Windham Exempted Village Schools. Initial times and routes implemented during August and September will be subject to final establishment by October 1st of said school year. Once the routes have been established, management shall have the right to add or delete portions of the routes based on bus capacity, time and other needs of the district, but in no event shall a driver's pay be reduced after October 1st.
2. Routes shall be posted consistent with job openings and procedures. Assignment to a route one school year does not entitle a driver to the same assignment in any subsequent year. The bidding will start with the most senior driver who may select a route as long as that route fits the allotted time frame for the driver.

C. When a group meeting of drivers is required by the transportation supervisor or the superintendent, the drivers shall be paid for all time spent in such meetings in excess of thirty (30) minutes per month at an hourly rate of \$8.00 per hour.

D. Drivers shall be provided with a list of students on their routes one (1) day prior to the first day of school each year. The list shall include addresses, phone numbers, and grade level. Within one (1) weeks after the start of the school year, bus drivers will be provided with copies of emergency medical forms for all students who ride their bus.

E. REIMBURSED COSTS

1. The Windham Exempted Village Board of Education shall pay the bus drivers administratively approved costs upon successful completion of and receipt of a valid commercial drivers license.
2. Following payment by the Board of Education of such costs each bus driver shall agree to work in the District for at least one (1) school year.
3. If the bus driver does not work in the district for at least one (1) school year following payment by the Board of Education, the bus driver shall reimburse the Board of Education for the costs expended for CDL.

ARTICLE XVI – DUES DEDUCTION

- A. The Employer agrees to deduct from the wages of Union members for the payment of dues to the Union, upon presentation of a written authorization individually executed by each employee.
- B. All dues deductions shall be made from the employee's wages each pay period. Once each month, the Employer shall forward all dues to the Union State Treasurer with an alphabetical list of those employees for whom payment is made and the amount deducted.
- C. The Union shall notify the Employer in writing of the annual dues rate for the employees in the bargaining unit. The Union will also notify the Employer in writing of any change to the annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of the written notice from the Union. Dues deduction begins the last pay in September and continues until the last day of each consecutive month until paid.
- D. If requested by the Union, the Employer will provide the Union for each employee who authorizes dues deductions the amount of the total gross annual income as reflected on the employee's W-2 forms received from the Employer for the previous year.
- E. The fair share fee shall be in the amount set forth in written notification by the Union Treasurer, such notice to be provided not later than September 5th of each school year. Such fee shall be required as a condition of employment following a waiting period of ninety (90) days following employment. Any employee of the bargaining unit who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fair share fee. However, such employee shall pay in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions as would nonpayment of Union dues under the Agreement. In no case shall the monthly fair share fee be in excess of the regular OAPSE membership dues. All Union members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the State Treasurer.
- F. Fair share fee deductions shall be made in the same manner as dues. Signed Payroll Deduction Authorizations executed by Union members shall be continuous from year-to-year for the duration of the term of recognition of the Ohio Association of Public School Employees (OAPSE)/AFSCME/AFL-CIO and its local 770 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of membership dues does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31. Members electing to withdraw from the Union must submit a written request received within

the ten (10) day period to the OAPSE State Office at 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. Should a member withdraw during the Withdrawal Period, the Employer shall then deduct fair share fees from the employee's paychecks.

- G. The Union shall defend and indemnify the Board of Education, the chief fiscal officer, Board members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees of an attorney selected by the Board of Education, and expenses that may arise out of or by reason of the action taken by the Board of Education, the chief fiscal officer, Board members, agents and assignees for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions.
- H. The Employer agrees to deduct from the wages of any employee an OAPSE-PEOPLE deduction as provided for in a written authorization. Such authorization must be voluntarily executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XVII – UNION RIGHTS

A. **Use of Facilities/Office Equipment**

Subject to the approval of the Superintendent or his/her designee, the Union will be permitted to use school buildings and office equipment for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings at no cost.

B. The Union President shall receive copies of all minutes and adopted resolutions from all Board of Education meetings.

C. By March 1st of each year the Superintendent shall provide the Union with two (2) copies of a current seniority list. The Union shall meet with the Superintendent to review the seniority list and correct any errors. Correction requests by the Union must be submitted in writing to the Superintendent by March 15th each year. Seniority shall be computed by the same method that is used in Article XII, Layoff and Recall, of this Agreement.

D. **Bulletin Board**

The Union may use bulletin boards.

E. Notice of Board Meeting

The Board shall provide the Union President the Board Agenda at the regularly scheduled Board meetings. The Union President shall also be notified of any emergency or special meetings of the Board by telephone.

F. Meetings

Employees required, as part of their employment, to attend meetings outside their regular work schedule will be paid at \$8.00 per hour.

G. Job Descriptions

1. The Board shall adopt job descriptions for each classification held by a member of the bargaining unit.
2. The Union shall be furnished a copy of the job description for each classification covered within the bargaining unit.
3. Prior to any changes in any job description covered under this Agreement, the Union shall be notified of such anticipated change. A meeting date shall be established at which time the Union shall be given the opportunity to provide input into the job description.

H. Health and Safety

1. The Board shall establish Health and Safety Meetings and require employee attendance, so long as said meetings are scheduled during an employee's normal work hours.
2. Employees shall have the right to refuse to perform hazardous duty when an employee has a good faith belief that such duty would place the employee in peril, or expose the employee to a health hazard after having given written notice to their Supervisor.
3. The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.

ARTICLE XVIII - SALARY NON-CERTIFIED

The base hourly compensation for each salary classification, effective July 1, 2011, shall be:

CUSTODIAL - (12 Month)	Hourly Rate
Custodial Maintenance	
Beginning	\$14.43
1 Year	\$14.57
2 Years	\$14.74
3 Years	\$14.96
Custodian (Full Time)	
Beginning	\$13.81
1 Year	\$13.94
2 Years	\$14.12
3 Years	\$14.34
MECHANIC/MAINTENANCE - (12 Month)	
Beginning	\$15.83
1 Year	\$15.97
2 Years	\$16.14
3 Years	\$16.36
TRANSPORTATION - (189 Days)	
Bus Driver	
Beginning	\$14.55
5 Years	\$15.80
10 Years	\$17.15
15 Years	\$18.50
Student Activity Rate	\$14.12 per hour to a total maximum of \$211 (2 hour minimum)

SECRETARIAL - (10 months/211 days)	
Beginning	\$14.10
1 Year	\$14.26
2 Years	\$14.47
3 Years	\$14.76
CAFETERIA/Cook - (189 Days)	
Beginning	\$13.52
1 Year	\$13.75
2 Years	\$14.05
3 Years	\$14.44
Head Cook	\$541.65 annual stipend
AIDES – GENERAL	
Cafeteria/Library/Crossing Guard (189 Days)	
Beginning	\$12.20
1 Year	\$12.32
2 Years	\$12.56
3 Years	\$12.80
Bus Aide (189 Days)	\$11.87
AIDES – EDUCATIONAL (Classroom)	
Educational Aide (189 Days)	\$14.15

The above scheduled rates of pay for classifications set forth above shall be applicable to all employees currently at one of the four steps on the progression schedule at the rate set forth. Any present employee whose rate is greater than the maximum rate set forth at the third year shall maintain their current rate of pay, together with any annual increase thereon until their employment with the Board ceases. The names of the employees covered by this provision are:

1. Kathy Gutherie
2. Dena Martin
3. Angela Bartlett

Bus drivers employed on the date this contract is ratified by the parties shall be guaranteed a minimum of five hours per day. Drivers hired for regular positions after ratification of this agreement shall not be guaranteed a minimum drive time or work day.

All new employees shall start at the beginning of the schedule.

Bus Washing

Employees shall be paid Thirty Dollars (\$30.00) for washing buses at least once a month during the school year or when extra washing is required as determined by a school district official (ex. after football/basketball games) and Eighty Dollars (\$80.00) for washing for summer inspection.

ARTICLE XIX – GENERAL ECONOMIC PROVISIONS

A. SEVERANCE PAY

An employee, with ten (10) or more years of service in the District, who elects to retire from active service shall receive in one lump sum one-fourth (1/4) of the value of his/her accrued and unused sick leave plus 10% of any days between 180 and 350 multiplied times his/her per diem rate at the time of retirement. Payment shall be made upon written evidence of approval of retirement eligibility from the School Employees Retirement System. Severance pay shall then be paid upon written verification of retirement from SERS. In the case of death in the interim period, the severance pay would become due and payable to the estate of the deceased. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to any employee.

B. LONGEVITY

In addition to the compensation schedule for each classification, the following one (1) time lump sum payment shall be paid to an employee after completing years of service as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
20	\$500.00
24	\$600.00
28	\$700.00

C. INSURANCE AND BENEFITS

As used in this Section, a full-time employee shall mean an employee who is regularly scheduled to work thirty (30) or more hours per week for nine (9), ten (10), eleven (11) or

twelve (12) months. Bus Drivers with five (5) hours or more regularly scheduled and/or guaranteed hours per day shall be considered full-time for all insurance purposes.

1. Hospitalization, Surgical, Major Medical, Dental and Prescription Drugs:

Hospitalization, Surgical, Major Medical, Dental and Prescription Drug insurance shall be provided for full-time employees in the bargaining unit and their eligible dependents on the following basis:

- (a) Hospitalization, surgical and major medical coverage shall be provided, with the Board paying ninety-five percent (95%) of single coverage and ninety-five percent (95%) of family coverage for all current employees. For all employees hired on or after 2/4/2002, hospitalization, surgical and major medical coverage shall be provided with the Board paying ninety percent (90%) of single coverage and ninety percent (90%) of family coverage. The carrier and coverage are to be selected by the Board.
- (b) Dental insurance shall be provided, with the Board paying ninety-five percent (95 %) of single coverage and ninety-five percent (95%) of family coverage for all current employees. For all employees hired on or after 2/4/2002, dental insurance shall be provided with the Board paying ninety percent (90%) of single coverage and ninety percent (90%) of family coverage. The carrier and coverage are to be selected by the Board.
- (c) Prescription drug insurance shall be provided, with the Board paying ninety-five percent (95%) of single coverage and ninety-five percent (95%) of family coverage for current employees. For all employees hired on or after 2/4/2002, prescription drug insurance shall be provided with the Board paying ninety (90%) of single coverage and ninety percent (90%) of family coverage. The carrier and coverage are to be selected by the Board. Prescription card co-pay to be \$3.00 generic/ \$10.00 preferred/ \$20.00 non-preferred and \$6.00 generic/ \$20.00 preferred/ \$40.00 non-preferred by mail for three (3) months.

The complete coverage shall be outlined in an insurance booklet which is provided from time to time for the employee by the respective insurance carrier(s). The name of the carrier, the protection afforded and the premium to be paid therefore except as otherwise set forth above shall be the responsibility of the Board. Insurance booklets shall be provided when distributed by Benefit Services.

(d) Comprehensive Major Medical Plan, Portage County Consortium (See Appendix A)

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.

2. The employee shall be responsible for his/her out-of-pocket expenses incurred under the CMM plan.

2. Life Insurance

The group term and accidental death and dismemberment benefits in the amount of Forty-Five (\$45,000) shall be provided at Board expense for all employees in the bargaining unit.

3. Section 125 Plan

A Section 125 Plan (Flexible Spending Plan) as outlined by Benefit Services will be available to all bargaining unit members.

- (a) Premium contributions will be deducted from paychecks pre-tax as allowed by the 125 Plan A.
- (b) Any employee wishing to participate in the medical spending account and the dependent care account will pay the per month fee assessed by the plan which is currently Four Dollars (\$4.00). The Board will not cover the expense of participating in both plans. If there are not enough participants interested to meet the minimum cost, the option of belonging to both plans will be withdrawn until enough people wish to participate. The minimum number of participants is thirty (30).

D. PAID LUNCH

A full time employee as defined in paragraph C above who works a minimum of six (6) hours per day on a regular Monday through Friday work schedule for one hundred eighty (180) days per year shall receive a thirty (30) minute paid lunch per working day.

E. MILEAGE REIMBURSEMENT

Any employee requested to use his/her private vehicle to perform school business shall be reimbursed at the current Board of Education rate.

F. REIMBURSEMENT/STIPEND

1. All employees
 - a) Abstract
 - b) Criminal records check

2. Cafeteria Staff

All Cafeteria staff members will receive an annual uniform allowance of \$70.00.

3. All employees required to submit a criminal records check after initial employment shall be reimbursed with a proper receipt of payment.

ARTICLE XX – PAYDAYS

Wages will be paid in twenty-four (24) equal pays, excluding twelve month employees per memorandum of 5-22-02 and bus drivers and aides assigned to as needed routes, based on a prorated amount of the employee's annual base wage amount, on the tenth (10th) and twenty-fifth (25th) day of each month to coincide with the payroll of all other employees beginning in the 2002-2003 school year. If a payday falls on a weekend or holiday, the payday shall be the last workday prior to the weekend or holiday.

ARTICLE XXI – FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993. The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this Agreement, those excess leave of absence rights and benefits shall be accorded to non-teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

ARTICLE XXII – CRIMINAL BACKGROUND CHECK

The Board shall conduct a criminal records check of prospective new employees in the manner prescribed by law. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the Administration or the Board.

ARTICLE XXIII – DURATION

- A. This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.
- B. The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such policies, rules, and regulations as its deemed appropriate.
- C. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

- D. If any provision(s) of this Agreement conflicts with state or federal law, such provision(s) shall be inoperative except to the extent permitted by law with the remaining provisions herein remaining in effect.

This agreement shall be effective July 1, 2011, and continue in full force and effect until Midnight June 30, 2014.

ARTICLE XXIV – DEFINITIONS

For the purposes of this Agreement the terms “workday” and “working day” shall both be defined as any weekday, excluding the holidays contained in Article IX of this Agreement. Any reference to days that does not specify “work” or “working” shall be defined as calendar days.

ARTICLE XXV – CONTINUING EDUCATION REIMBURSEMENT

- A. The Board of Education shall appropriate for each calendar year a sum of \$3,500 as a stipend to OAPSE personnel for earned college/vocational or technical credit subject to the following conditions:
1. The employee shall have worked for the Windham Exempted Village School District for a minimum of one (1) year.
 2. The course taken must meet one of the following:
 - (a) Be related to the employee’s job responsibilities;
 - (b) Be used to satisfy the requirements for certification-licensure renewal; or
 - (c) Be used to acquire additional certification-licensure as related to current employment.
 3. If the amounts requested exceed the sum appropriated by the Board, the amount shall be divided by the number of credit hours earned and the amounts listed in #6 shall be reduced. No employee will be reimbursed in excess of \$400.00.
 4. The Superintendent shall approve all coursework prior to reimbursement.
 5. Procedure for application of payment:
 - (a) Employee shall submit a reimbursement form to the Superintendent by October 1st for a course taken during the last twelve (12) months. Evidence of successful completion of the course must accompany the form. This evidence can be in the form of a grade or the official transcript from an accredited university, vocational and/or technical school where the course was taken. Proof of payment for the course is also required.

- (b) Payment will be made by October 30th in a single sum.
6. The employee qualified for such stipend shall be paid for the cost of courses approved in accordance with procedures established herein at the rate of up to \$100.00 dollars per semester hour (or equivalent), \$150.00 dollars per semester hour. Reimbursement will not exceed the actual cost of the class.
 7. Each employee receiving this stipend under this Article, prior to his/her receipt of such pay, shall agree that he/she will be on staff in the district for at least one full school year following receipt of such stipend. If such employee fails to remain in employment for the District for the required period, the amount of each stipend received during the prior school year shall be deducted from the employee's final pay. If an employee voluntarily leaves the employment of the District within the required period of time, the amount of each stipend received during the prior school year shall be deducted from the employee's final pay.

APPENDIX A

**COMPREHENSIVE MAJOR MEDICAL PLAN
SAMPLE
SUMMARY OF SCHEDULE OF BENEFITS**

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

All out of state claims and emergencies are to be treated as in-network claims.

Unless otherwise stated, all benefits are subject to the following deductible, copay and maximum amounts:

1. **Lifetime Maximum Benefit for Eligible Expenses** \$2,000,000 per covered person

2. **Deductible (calendar year):**
In-Network:
 per covered person\$ 100
 to a family limit of\$ 200
Out-of-Network:
 per covered person\$ 200
 to a family limit of\$ 400

3. **Percentage for all Care and Treatment:**
In-Network90% of the first \$4,000
Out-of-Network.....80% of the first \$3,500

4. **Individual Out-of-Pocket Maximum per year including deductible:**
In-Network
 per person\$500
 per family\$1,000
Out-of-Network:
 per person\$900
 per family\$1,800

5. **Maximum Daily Service Charge** **Semi-Private Room Charge of confining hospital**

6. **Special Care Units (ICU & CCU)**..... **R&C, subject to deductible and coinsurance**

7. **Ancillary Service Maximum** **R&C, subject to deductible and coinsurance**

8. **In-Hospital Physician Visits**..... **R&C, subject to deductible and coinsurance**

9. Diagnostic, X-Ray & Lab-In & Out Patient.... R&C, subject to deductible and coinsurance
Pap Smear or Prostate Test100% of R&C, limited to 1 per calendar year
10. Routine Mammogram100% of R&C, limited to \$100.00 per calendar year
11. Surgical Services..... R&C, subject to deductible and coinsurance
12. Anesthesia R&C, subject to deductible and coinsurance
13. Inpatient Therapy Services..... R&C, subject to deductible and coinsurance
14. Occupational Therapy R&C, subject to deductible and coinsurance
15. Home Health Care Services (see attached) R&C, subject to deductible and coinsurance
16. Hospice Care80% R&C limited to 6 months of coverage
17. Pregnancy Services treated as any other illness
18. Routine Nursery Care..... R&C, subject to deductible and coinsurance
19. Newborn Exam-first inpatient visit only..... R&C, subject to deductible and coinsurance
20. Pre-Admission Testing.....100% R&C
21. Voluntary Second or Third Surgical Opinion100% R&C
22. Emergency Room Treatment
Accident100% R&C to a limit of \$300 (care received within 90 days as long
as initial treatment is received within 72 hours of accident)
23. Illness R&C, subject to deductible and coinsurance
24. Mental, Nervous Disorders
& Substance Abuse..... R&C, subject to deductible and coinsurance
Inpatient Calendar Year Maximum.....\$50,000.00
Outpatient Calendar Year Maximum.....\$5,000.00
(must complete program for any part to be eligible)
25. Rehabilitation Facility Service.....50% R&C up to 365 days of coverage

PRE-EXISTING CONDITIONS FOR NEW PARTICIPANTS:

26. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.

27. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months have expired while covered under the Plan.

DENTAL PLAN

28. Sealants for Children under Age 14:
 Pre-Molars..... 100%

HOME HEALTH AND HOSPICE CARE

Home Health Care Services: Provides home and office visits for the treatment of an injury, illness or condition of which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of 100 visits:

- * professional services of a R.N. or L.P.N.
- * treatment by physical means, occupational therapy or speech therapy.
- * medical and surgical supplies.
- * prescribed drugs.
- * oxygen and its administration.
- * medical social service consultants.
- * health aid services when you are also receiving covered nursing or Therapy Services.

We do not pay Home Health Care Services for:

- * dietician services.
- * homemaker services.
- * maintenance therapy.
- * dialysis treatment.
- * purchase or rental of dialysis equipment.
- * food or home delivered meals.
- * training.

HOSPICE BENEFITS - Benefits will be payable if an eligible individual has covered charges for services and supplied furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment. Covered Charges include:

1. Room and Board for confinement in a hospice
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse
4. Home health aid services
5. Nutrition services
6. Special meals

7. Counseling services by a licensed social worker or a licensed pastoral counselor
8. Bereavement counseling by a licensed social worker or a licensed pastoral counselor for patient's immediate family as follows:
 - a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
 - b. such services will only be covered during the six month period following the patient's death.

Limitations: Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less.
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

A patient's immediate family is the patient's spouse and children eligible under this program.

PRESCRIPTION CARD PROGRAM

PROGRAM COST

Copay:	\$3.00 generic/ \$10.00 preferred/ \$20.00 non-preferred
(mail – 3 months)	\$6.00 generic/ \$20.00 preferred/ \$40.00 non-preferred

APPENDIX B

**WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION FORM**

Employee _____

Classification _____

Evaluator _____

Title _____

Date _____

School Year _____

4 = Exceeds Standards

3 = Meets Standards

2 = Needs Improvement

1 = Does Not Meet Standards

NA = Does Not Apply

Evaluator

Employee

4	3	2	1	(1) Punctuality	4	3	2	1
4	3	2	1	(2) Attendance	4	3	2	1
4	3	2	1	(3) Utilization of Time Productively	4	3	2	1
				(4) Work Habits				
4	3	2	1	(a) Is Industrious	4	3	2	1
4	3	2	1	(b) Takes Care of Equipment/Material	4	3	2	1
4	3	2	1	(c) Is Organized	4	3	2	1
4	3	2	1	(d) Practices Safety	4	3	2	1
4	3	2	1	(e) Keeps Work Area Clean/Orderly	4	3	2	1
				(5) Knowledge				
4	3	2	1	(a) Is Qualified for Position	4	3	2	1
4	3	2	1	(b) Understands Methods, Techniques and Procedures for Applying Skills	4	3	2	1
4	3	2	1	(c) Is Up-To-Date on Changes, New Methods, Techniques and Procedures	4	3	2	1
4	3	2	1	(6) Quality of Work	4	3	2	1
				(7) Attitude				
4	3	2	1	(a) Toward Job	4	3	2	1

4	3	2	1	(b) Toward People	4	3	2	1
4	3	2	1	(8) Dependability	4	3	2	1
				(9) Willingness to Learn				
4	3	2	1	(a) Accepts Suggestions	4	3	2	1
4	3	2	1	(b) Accepts Criticism	4	3	2	1
				(10) Personal Fitness				
4	3	2	1	(a) Health	4	3	2	1
4	3	2	1	(b) Appearance Appropriate to Position	4	3	2	1
4	3	2	1	(11) Follows Job Description	4	3	2	1
4	3	2	1	(12) Overall Rating	4	3	2	1

- 1) STRENGTHS:

- 2) WEAKNESSES:

- 3) RECOMMENDATIONS:

- 4) EMPLOYEE COMMENTS: (If comments are to be made by employee, form should be returned in five (5) days.)

Signature of Evaluator

Signature of Employee

Date

Date

The signature of the employee does not necessarily mean agreement. It indicates that the employee was made aware of the contents.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, CHAPTER #770**



Patricia Davis

Kathleen Gutterie

Tom Hickman

Joyce Prots

WINDHAM BOARD OF EDUCATION

Dawn Altman

Amy C. Fox