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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT AGREEMENT

between the

LAKOTA SCHOOL SUPPORT ASSOCIATION (LSSA)

and the

LAKOTA BOARD OF EDUCATION

of the

LOCAL LOCAL SCHOOL DISTRICT
BUTLER COUNTY, OHIO

Effective July 1, 2011 through June 30, 2014

Approved by LSSA

Approved by the Board

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ARTICLE I - RECOGNITION

1.01 The Lakota Board of Education, hereinafter referred to as the "Board," recognizes the Lakota School Support Association OEA/NEA, hereinafter referred to as the "Association" as the exclusive and sole bargaining agent for the bargaining unit as defined herein.

1.02 The Association recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making rules and regulation by which the district will be governed as provided in ORC 4117.08 (A) (C) as reprinted herein:

4117.08 (A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

4117.08 (C) Unless the public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- (2) Direct, supervise, evaluate or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as effects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

1.03 The Association agrees that in the event a dispute arises during the term of this agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this agreement or retained as a result of the provisions of this article, the grievance procedure established in this agreement shall be the sole and exclusive procedure for resolving such a dispute.

ARTICLE II - DEFINITIONS

- 2.01 Bargaining Unit** - The bargaining unit shall be defined as all full-time and regular part-time non-certificated, non-supervisory employees, including systems support technicians, clerical employees, custodians, instructional aides, clinic aides, certified assistants, couriers, child nutrition employees, courier/custodians, maintenance employees, secretaries, mechanics, assistants to the treasurer, and data processing employees. The following shall be excluded from the unit: all certificated personnel, supervisory, confidential and management level employees including the executive secretaries to the Superintendent, treasurer, directors, assistant Superintendent, administrative assistants and all substitute employees. Effective July 1, 2000, persons currently employed as "Assistant to the Treasurer" for Payroll and Benefits (currently three [3] employees in the bargaining unit) will continue as members of bargaining unit. Any new payroll or benefits employee hired June 30, 2009 will be employed as an "Executive Secretary" which is a non-bargaining unit position.
- 2.0101** Current mechanics shall remain part of the bargaining unit; however, the mechanics shall be supervised, evaluated, disciplined and will take direction from the Board's private transportation subcontractor. New hires as of July 1, 2011 shall be private employees of the District's transportation subcontractor and not considered part of the bargaining unit.
- 2.02 Days** - shall mean Monday through Friday, except when school is not in session for Christmas and spring breaks.
- 2.03 Good Faith** - the willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 2.04 Seniority**
- 2.0401** District Seniority - shall be defined as the length of continuous employment with the Board as a classified employee, commencing with the first day on the job in a bargaining unit position verified by payroll. The seniority of a person employed as a long-term substitute who is employed in a bargaining unit position without any break in employment after completing the long-term substitute position shall revert back to the first date of employment in the long-term substitute's position.
- 2.0402** When two (2) employees have equal seniority, the employee with the greatest number of years in the Lakota Local School District, including time as a substitute, shall be ranked the most senior. If a tie remains, the employee with the earliest appointment recommendation date shall be deemed the most senior. If a tie remains, said employees shall participate in a drawing to establish their seniority ranking.
- 2.0403** Continuous employment as referenced in 2.0401 above shall include all time on Board approved leaves of absence and all time that an employee's contract has been suspended, provided there is no break in employment, provided further that an employee shall not accrue seniority while on an unpaid leave of absence except as provided in section 15.02 of this agreement.
- 2.0404** The employer shall prepare, maintain and post a seniority list. The initial seniority list shall be prepared and posted in January of each year. Revisions and updates will be made as needed. A copy of the seniority lists and updates shall be given to the Association President.
- 2.0405** Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- 2.0406** Bargaining unit work - shall be defined as all work now being performed by bargaining unit members or any similar work.

- 2.0407 Full-time shall be defined as any employee who is contracted 30 or more hours per week. Part-time preschool aides who work at least 28 hours or more per week shall also be considered full-time employees.

2.05 Contracts

- 2.0501 A nine (9) month contract shall be 209 or fewer contract days.
- 2.0502 A ten (10) month contract shall be 219 contract days.
- 2.0503 An eleven (11) month contract shall be 239 contract days.
- 2.0504 A twelve (12) month contract shall be 260 contract days.

ARTICLE III - NEGOTIATIONS

- 3.01 Items proposed for negotiations shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association in accordance with Article 3.02 of this contract.

3.02 Negotiations Meetings

- 3.0201 The parties shall meet at a time and place as mutually agreed upon for the first negotiation meeting.
- 3.0202 A time, place, and date for the next session shall be established before concluding the first and each successive negotiating meeting.
- 3.0203 All meetings shall be scheduled after school hours unless otherwise mutually agreed.
- 3.0204 During the year of negotiations, each member of the LSSA negotiation team shall be allotted no more than eight (8) hours collectively during the contracted day to prepare for negotiations.
- 3.0205 The Association president or designee and new members of the negotiation team can attend negotiation training/conference during the negotiating year with prior approval of the Superintendent or designee. Cost for substitutes will be paid by the Association.

3.03 Negotiation Teams

- 3.0301 Each team shall consist of up to six (6) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams. Size of teams may be changed by mutual consent.
- 3.0302 Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using a consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of same.
- 3.0303 When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.
- 3.0304 Either party may have observers present at each session. The observers may not participate in the bargaining process.

3.0305 While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counter proposals; and to make concessions in the course of negotiations so as to reach agreement.

3.04 Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

3.05 Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.06 Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any item may be revised or withdrawn by either party at any time during the negotiations process.

3.07 Agreement

When tentative agreement is reached through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted to the Association's membership with a recommendation by the Association's bargaining team and to the Board for its consideration with a recommendation for acceptance by its team.

3.0701 The ratification vote by the Association's membership shall be communicated to the Board by the President of the Association in writing. Upon receipt of written notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

3.0702 The agreement shall treat all members of the bargaining unit equally.

3.08 Interest-Based Bargaining

In the event the parties agree to use an interest-based bargaining process, the following shall apply:

3.0801 The team shall be composed of fourteen (14) participants, six (6) from each party plus one professional consultant from each party. The parties may mutually agree to change the team size. Other consultants, experts as required, may be requested by either side to present information to the team. Any costs for such consultants shall be paid by the requesting side.

3.0802 All prospective team participants must receive training in interest-based bargaining processes in order to become team members.

3.0803 Facilitators used in this process shall be from the Federal Mediation and Conciliation Service or the State Employment Relations Board.

3.0804 Interest-Based Bargaining Protocols:

- A. Confidentiality shall be maintained until the negotiations process is completed, with no observers present.
- B. Decision-making shall be by consensus.
- C. Substitutes are permitted provided such individuals have received training in the interest-based bargaining process.
- D. Caucuses shall be permitted; however, an explanation of the reason for the caucus is required. Caucuses shall not be longer than fifteen (15) minutes except by mutual agreement of both sides.
- E. Each party has the right to exit the process and refer to the process outlined in 3.02 through 3.08. A party electing to exit the process must explain the reasons for the exit. One additional meeting is required prior to exiting. Issues that have been resolved will be decided by mutual agreement by both parties before the exit.
- F. A maximum of ten (10) issues may be raised by each side.
- G. No unfair labor practice charges may be filed as a result of the interest-based bargaining process.
- H. Agreed to issues shall be written as soon as possible for review and decision by the team.
- I. A quorum shall consist of at least eight (8) team members, four (4) from each side.

3.09 Impasse

In the event of impasse, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join the request. There shall be a minimum of three mediation meetings, unless such number is not needed by reason of the parties having reached agreement sooner. If no agreement has been reached after three mediation sessions and, in the case of negotiations for a successor agreement, the preceding contract has expired, the employees in the bargaining unit shall have the right to strike provided that the Association has given ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board as required by Ohio Revised Code 4117.14, and further provided that the Association has submitted the Board's final offer to vote of the membership.

3.10 Reopener Provisions

If during the term of this contract there is a change in any applicable state or federal law, or if any provision of this contract shall be found to be contrary to law by a court of competent jurisdiction or pursuant to a specified reopener provision of this contract, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall remain in full force and effect for the term of the contract. If a provision is determined to be invalid, the parties will meet to negotiate with regard to that provision within forty-five (45) days of the demand of either party in accordance with the negotiation provisions of this contract.

3.11 In-term Bargaining

If, during the life of the contract, bargaining is necessary due to section 3.10 and agreement is not reached on the subject matter being bargained, section 3.09 of this contract shall govern the impasse procedures.

ARTICLE IV - GRIEVANCE PROCEDURE

- 4.01 Definition of Grievance** - A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.
- 4.02 Definition of Grievant** - Shall mean the employee(s) or the Association filing the grievance.
- 4.03 Definition of Day** - The term day(s) when used in the grievance procedure shall mean Monday through Friday except when school is not in session for Christmas and spring breaks.
- 4.04 Purpose** - The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

4.05 Complaint Form Procedure

- 4.0501** An employee who believes that he/she has a complaint/grievance shall complete an internal complaint form as soon as possible after the occurrence that is the basis for the complaint/grievance.
- A. Such complaint form shall be submitted to the grievant classification representative, with a copy sent to the immediate supervisor involved.
 - B. The purpose of this form is to help the grievant clarify his/her complaint, stating as many details as necessary and to provide the basis for discussion and attempts to resolve the problem.
- 4.0502** In the case where the use of this complaint form procedure would cause a grievance to be untimely filed, it shall be waived.

4.06 Grievance Procedure

- 4.0601** Step One: A grievant shall have the right to lodge a written grievance with the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the employee shall have twenty-five (25) days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within twenty-five (25) days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of the right to file a grievance and said grievance shall be void.

- A. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied (attached Appendix A).
 - B. A copy of such grievance shall be filed with the Superintendent and Human Resources.
 - C. The grievant shall have a hearing before his/her immediate supervisor. The grievant shall be advised in writing of the time, place and date of the hearing, which shall be within seven (7) days of the immediate supervisor's receipt of the grievance. The hearing between the grievant and supervisor shall involve those two parties only, unless either party requests to be accompanied by a representative. The OEA Labor Relations Consultant may also be present, if requested.
 - D. The immediate supervisor shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent, Human Resources, and the Association.
- 4.0602** Step Two: If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee.
- A. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
 - B. A hearing shall be conducted by the Superintendent, or his/her designee, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, place, and date of such hearing and the grievant shall have the right to be represented at such hearing by a representative of his/her employee organization.
 - C. The Superintendent, or his/her designee, shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the immediate supervisor, Human Resources, and the Association.

- 4.0603 Step Three: If the grievant is not satisfied with the decision at step two, the Association may appeal the decision to arbitration within seven (7) days of the receipt of the Superintendent's decision.
- A. The notice of appeal at step three shall be filed with the Treasurer of the Board, Human Resources, and with the American Arbitration Association. Failure to file such appeal within seven (7) days from the receipt of the memorandum of the Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.
 - B. In the event a grievance is submitted to arbitration, the arbitrator shall be selected from a list supplied by the American Arbitration Association, and the selection and arbitration hearing shall be governed by the rules of the AAA.
 - C. The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board and the arbitrator.
 - D. Within 30 days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted to the American Arbitration Association for transmittal to the Board and the Association.
 - E. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. 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. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association.
 - F. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representative and fees charged by AAA.

4.07 Miscellaneous Provisions

- 4.0701 An employee who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel folder.
- 4.0702 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When possible the hearing will be held after regular school hours or during non-work time of the personnel involved. When such hearing and conferences are held at the option of the administration or the arbitrator during school hours, all employees whose presence are required shall be excused with pay for that purpose. The failure of the supervisor to meet the timelines herein shall cause the grievance to move to the next step.
- 4.0703 It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 4.0704 All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time.

ARTICLE V - ASSOCIATION RIGHTS

- 5.01 The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the classified employees:
- 5.0101 To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
 - 5.0102 Use of all bulletin boards at each work site.

- 5.0103 The Association may use the school mail system for distribution of Association materials to members of the bargaining unit.
 - 5.0104 Upon approval of the building principal, the Association may use school buildings in the district for meetings.
 - 5.0105 The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the district for any damage to the equipment caused by its misuse.
 - 5.0106 The building administrator shall make announcements requested by the Association over the public address system.
 - 5.0107 The Board will provide copies of Board policy and the contract between the Board and the Association in each library in the school district and will provide the officers of the Association with copies of both documents, as well as maintaining current policy revisions for the above named copies.
 - 5.0108 The Board will provide the Association President with a copy of the Board meeting agenda(s) and a copy of all Board minutes.
 - 5.0109 The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members unless the employee objects to the release of this information.
 - 5.0110 The official agent and spokesperson for the Association for all purposes shall be the President of the Association unless otherwise designated in writing.
 - 5.0111 Employees shall have the right to representation at all meetings which are likely to result in a reprimand and are disciplinary in nature.
- 5.02 The Board agrees to deduct from or check off on the wages of Association members for the payment of dues to the Association, upon presentation of a written authorization individually executed by any employee.
- 5.0201 Dues shall be collected in equal deductions for 18 bimonthly pays beginning with the first pay in October and shall be submitted to OEA monthly with a list of those employees for whom payment is made and the amount deducted. A copy of the list shall be submitted to the Association treasurer.
 - 5.0202 Payroll deductions shall be continuous and remain in effect unless revoked in writing to the district treasurer between the dates of September 1 and September 15 of any school year. Any request by an employee to cancel dues deduction after September 15 must be cosigned by the Association President or the request will not be honored by the Board treasurer.
 - 5.0203 The payroll office shall notify the Association treasurer in writing of any revocation of payroll deduction of dues in accordance with this policy.
 - 5.0204 The Association will notify the district treasurer the amount of dues to be collected on or about September 15 of each year for the purpose of determining amounts to be payroll deducted.
 - 5.0205 **Fair Share Fee**
 - A. Payroll Deduction of Fair Share Fee - effective with the second payroll of January, 1998, the Board shall deduct from the pay of all full-time and regular part-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.

- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All fair share fee payers - payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
 2. Upon termination of membership during the membership year - the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- F. Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
 3. The Board agrees to: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) To not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

5.03 Association Related Meetings

- 5.0301 The Association President or officially elected delegates or alternates may attend the annual NEA/OEA Representative Assembly.
- 5.0302 The Board is not obligated for any expenses related to the assembly except to provide release time for said President, delegates or alternates.
- 5.0303 The Association President or President's designee shall also be allowed five days release time in order to participate in impasse, grievance and arbitration hearings.
- 5.0304 The Association President or his/her designee may purchase additional release time for Association business through the payment of his/her substitute's salary.
- 5.0305 All second shift employees, who are officers in the Association, shall have the right to one hour of release time per month to attend union meetings, accumulative to ten (10) hours.

ARTICLE VI - JOB DESCRIPTIONS

- 6.01 Committees composed of the Director of Human Resources or his/her designee, at least three employees with the same job description appointed by the Association, and the immediate supervisor identified in the involved job description, shall meet for the purpose of determining measurable qualifications and experience for the positions(s) to which the job description is applicable. Each committee shall complete its work during the effective dates of this agreement. Revised job descriptions resulting from the committees' work shall be submitted to the Board for its approval. The Association shall have access to a copy of any revised job description and each bargaining unit member shall have access to a copy of any revised job description pertaining to his or her position. The official job descriptions shall be those which are on file with the Human Resources office.
- 6.02 The Board shall have the authority to determine the job descriptions for all positions in which employees are employed. Prior to the Board making a change in any job description, the Board shall first notify the Association of, and provide the Association with, the proposed changes prior to such changes going into effect.
- 6.03 Committees developing or the reviewing and updating job descriptions shall follow the process of Results-Oriented Job Description development. Critical to the ROJD development process are:
- (A) Employees and management collaboration in the process;
 - (B) Employees in the job(s) for which descriptions are being developed are involved;
 - (C) Supervisors of the employees in the job(s) for which descriptions are being developed are involved;
 - (D) The tasks performed by employees in the job(s) for which descriptions are being developed are the foundation for each job description;
 - (E) The purpose for each job is related to the mission for the district to demonstrate how each position contributes to student growth and progress; and
 - (F) The focus of the job description is on the results desired.

ARTICLE VII - JOB SECURITY

7.01 Contracts for Classified Employees

Each employee shall be issued a written contract and or salary notice in accordance with Section 17.02 of this agreement. All new hires must attend a pre-employment orientation with Central Office. A web-based orientation, when available, can be used to meet this requirement. When a current employee has a change in contract hours that affects eligibility for benefits, they will be contacted by the Benefits Department to discuss the change in status and the benefits that are available.

7.0101 Upon acceptance of a position with the Lakota Local School District, an employee will be employed under a one (1) year limited contract. During the first ninety (90) working days of this contract, the employee is on a probationary status and may be discharged at any time by the employer with no reason given. Per the Ohio Revised Code, in order for an employee to receive a year of service credit, a minimum of 120 working days must be completed. In the event an employee does not complete the minimum 120 working days during the one (1) year limited contract, he/she will be reemployed under a new one (1) year limited contract without the 90 day probationary period. If at least 120 work days are completed in the second one (1) year limited contract, the employee will be reemployed as outlined. The employee will be reemployed under a two (2) year contract. At the end of the two year contract the employee will be reemployed under a continuing contract.

7.0102 Non-renewal of a one or two year contract shall follow this procedure:

1. Evaluations by January 15th and May 31st
2. Written notification of the intent to non-renew shall be provided prior to June 1, and may be included in the second evaluation.
3. Board action to non-renew by the first scheduled meeting in June.
4. Written notification of Board action to non-renew shall be provided by the Treasurer within five (5) work days of the meeting at which the Board acted to non-renew.

7.02 Discipline

7.0201 An employee may be disciplined, including suspended and/or terminated, for good cause, including for one or more of the reasons described in 3319.081 of the Ohio Revised Code.

7.0202 The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending upon the nature of the offense, an employee shall be orally warned about conduct which could lead to more formal disciplinary action. Thereafter, and depending upon the nature of the offense and the circumstances, the Board agrees that an employee shall not be suspended for an offense until the employee has received a written reprimand for the same offense, and an employee will not be terminated for an offense unless the employee has been suspended for the same or a similar offense; provided, however, that the Superintendent may accelerate disciplinary measures to any step, if the gravity of the offense warrants such immediate action.

7.0203 Before a suspension or termination of an employee becomes effective, the employee shall be notified of the reason for the proposed disciplinary action, and a hearing shall be held at which the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing shall be before the Superintendent. In the case of termination, the hearing shall be before the Board of Education. At such a hearing, the employee affected may be represented by a representative of the Association. In the event the proposed disciplinary action is termination, the employee may be suspended with pay from the date of receipt of notice of the proposed termination until the Board takes action, following the meeting provided for herein, on the proposed termination.

7.0204 Reprimands and records of suspensions shall be removed from an employee's personnel file after two years, provided the employee has not received other reprimands or suspensions during the two-year period.

7.0205 Section 7.02 shall be subject to the grievance procedure.

7.0206 The employee shall have the right to representation at all meetings which are likely to result in a reprimand and are disciplinary in nature.

7.03 Reduction in Force

7.0301 If, in the sole judgment of the Board, it determines that a reduction in force is necessary, then the following procedure shall be utilized when making that reduction.

7.0302

In a reduction in force of the classified staff, the following provisions will be followed:

- A. Insofar as possible, reduction will be accomplished by resignations, retirements or death of employee.
- B. When it becomes necessary to lay off employees, the affected employees shall be laid off by classification according to district seniority, with the least senior employee to be laid off first. The following classifications shall be used for determining the classifications in which layoffs are to occur:

Head Custodian	Assistant to the Treasurer
Central Office Head Custodian	Head Mechanic
Custodian	Mechanic
Courier/Custodian	Mechanic Helper
Lead Maintenance	<u>Secretary:</u>
Maintenance	Office Manager
Maintenance Helper	Class II
<u>Food Service:</u>	Class III
Café Manager	Administrative
Cook	Network System Engineer
Cafeteria Aide	Data Processing Specialist
Instructional Aide	Lead Systems Support Technician
Clinic Aide	Systems Support Technician
Certified Assistant	Account Specialist Technician
Lead Athletic Maintenance	Athletic Maintenance

7.0303

Recall

- A. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification.
- B. Vacancies which occur in the classification of layoff shall be offered to or declined in writing within five days of posting in the U.S. mail to the employees' last known address. Any employee who declines reinstatement or fails to reply to the Board's offer shall be removed from the reinstatement list.
- C. Laid off employees shall be offered vacancies in other classifications, provided they are qualified for such vacancies as provided for in section 8.0105 of this agreement, before any new employee is employed to fill the vacancy. Laid off employees shall not be required to accept positions which do not carry the same number of hours or which are paid at a lesser rate than the classification from which they were laid off.
- D. If an employee is recalled from layoff, the employee shall retain all previous accumulated seniority, but shall not accrue seniority while on layoff.
- E. An employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff.

ARTICLE VIII - NOTIFICATION OF VACANCIES AND TRANSFERS

8.01 Posting of Vacancy

- 8.0101 Whenever a vacancy occurs within the bargaining unit, it shall be posted by the Human Resources Office for a minimum of five (5) days at a designated place accessible to all employees at each job location. All postings shall be extended during holiday breaks (Thanksgiving/Christmas/Spring) by the number of days school was not in session. A vacancy is defined as any opening resulting from the death, resignation, termination or retirement of an employee which the Board decides to fill, or any newly created position.

- 8.0102** The content of the vacancy notice shall include a copy of the job description which includes qualifications (essential responsibilities) for the position, description of any specific skills/experience required to perform the job, the number of hours required, location of the work, rate of pay, and classification.
- 8.0103** During the summer, vacancies shall be posted at the administration office and at all work sites.
- 8.0104** An employee who desires to fill a vacancy as defined above shall, within five days of the posting, complete the online application. Internal employees are interviewed for lateral transfers or promotions prior to considering any external applicants. Lateral transfer shall be no change in hourly rate of pay or job classification. All employees who have submitted an online application to request a lateral transfer shall be offered an interview for the position prior to the vacancy being filled.
- 8.0105** When there are one or more applicants for a posted vacancy employed in positions within the same job classification which is applicable to the vacant position and who meet the qualifications listed in the posting, the most senior employee shall be awarded the position except when the applicants are determined unequal based on (a) a review of the attendance record as outlined in Section 14.0113, (b) rating of average or above on at least one (1) of the two (2) most recent evaluations, (c) unique qualifications stated in the posting, (d) no more than one lateral transfer per contract year, (e) discipline within the last 12 months. This process will be reviewed by the LMC each year. In the event a vacant position is awarded to a less senior employee, the senior applicant(s) shall be informed in writing by the Human Resources Department within five (5) days as to the reason(s) why the less senior applicant was awarded the position.
- 8.0106** An employee in the District applicant pool who meets the minimum qualifications as outlined in the job description and requests a transfer outside his/her classification will be offered an interview before new applicants. When there are no applicants employed in positions within the same job classification applicable to the vacant position, the vacancy shall be awarded to the applicant (without regard to whether that person is currently employed or not employed by the Board) who best meets the qualifications/experience for the position based on (a) a review of the attendance record as outlined in Section 14.0114, (b) rating of average or above on at least one (1) of the two (2) most recent evaluations, (c) written recommendations, and/or (d) the results of a structured standardized interview process will be developed by Human Resources and the building/department administrator based on the posted job descriptions and unique qualifications stated in the posting as provided in Section 8.0102 above. In the event a vacant position is awarded to a less senior employee, or to an applicant who is not a current employee, the senior applicant(s) shall be informed in writing by the Human Resources Department within five (5) days as to the reason(s) why the less senior or outside applicant was awarded the position.
- 8.0107** A vacancy shall be posted and filled within 30 days of the date in which the vacancy first exists.
- 8.0108** An employee filling a vacancy within the bargaining unit under this article shall be allowed a reasonable probationary period. Said probationary period shall not exceed fifteen (15) work days. If, during this trial period, the employee is unable to fill the position satisfactorily, the reasons for the return to the former position shall be given to the employee in writing; or if the employee rejects the position in writing with a copy to the Human Resources Office, the employee shall be returned to his/her former job.
- 8.0109** Selections for the position of Central Office Head Custodian will be by the interviewing committee as determined by the Administration. The hourly rate of pay shall be calculated by range 18 of this Agreement.

8.02 Transfers Due to New Facility and/or Redistribution or Reassignment of Students

Under certain circumstances, students are redistributed or reassigned and/or new educational or other facilities are opened requiring work location reassignment of members of the bargaining unit. In such events, a transfer process will be implemented for employees within affected job classifications prior to posting available positions in accordance with the master agreement voluntary transfer language. The transfer process shall be implemented as follows:

- 8.0201** An assignment panel of bargaining unit members and administrators will oversee the transfer process. Each party shall appoint representatives to the Assignment Panel in the following manner:
1. Two (2) LSSA members, one of whom shall be the President of the Association.
 2. Two (2) administrative members, one of whom shall be the Director or Assistant Director of Human Resources.
 3. Other individuals from either party may be present but may function as observers only.

8.0202 A notice will be distributed to each LSSA bargaining unit member in a classification affected by the opening of a new facility or redistribution of students indicating the position(s) available within the classification. The employee shall return the notice form as directed indicating preference(s) for reassignment.

8.0203 An employee may elect to stay in the current assignment by not responding to the notice if the current assignment will remain available. If the current assignment position will not be available and the employee does not respond to the notice, the employee will be transferred involuntarily.

8.0204 All moves during this expedited process shall be lateral with no gain or loss of hours.

8.0205 Employee requests within each classification will be considered in seniority order for assignment to available vacancies. Employees in locations negatively affected by the redistribution will be granted preferences before employees in locations not negatively affected.

8.0206 Following selection(s) for transfer, a written assignment confirmation will be sent to each transferred employee. Notice will also be sent to each other employee in the classification who requested a transfer through the process. Notices will be signed by the LSSA representative(s) and administrator(s) present at the assignment meeting.

8.0207 The trial period is waived for transfers under this expedited process.

8.0208 At the end of the transfer process, all remaining vacant positions shall be posted district-wide and filled in accordance with the voluntary transfer process in the master agreement, including consideration of individuals whether or not they participated in the expedited process and others outside the classification.

8.03 In the event that a reduction in the number of employees in a classification at a particular work site becomes necessary, the reduction at the work site will be accomplished by transferring employees at the work site with the least district seniority in the classification affected.

8.04 Involuntary Transfer

The Board reserves the right to transfer employees as the school district staffing needs and the efficient operation of the school district's programs may require, provided that:

8.0401 No employee shall be transferred to a different classification without the employee's consent;

8.0402 A transferred employee shall not suffer any loss of pay as a result of the transfer;

8.403 A transferred employee shall be informed in person and provided the reasons for the transfer in writing. The reasons for the transfer shall not be arbitrary or capricious nor shall they be for disciplinary action.

8.404 When an involuntary transfer results in placement of an employee in an assignment requiring significantly different skills than required in the previous position, training on the second position will be provided. Mentoring by a colleague may accompany or follow the training.

8.05 Temporary Transfers

8.0501 An employee may be temporarily assigned to jobs other than their regular jobs.

8.0502 The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been temporarily transferred is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay after being assigned to the position for four (4) consecutive work days.

8.0503 No employee shall be placed on a lower step or salary due to an involuntary transfer. However, an employee may opt for such position on his/her own on either a temporary or permanent basis.

8.06 Casual/Summer Work

The Board reserves the right to hire casual employees not covered by this agreement to perform casual or seasonal work during the summer months. The Board agrees that no employee covered by this agreement will have his/her regular work hours reduced as a result of hiring such casual, summer employees.

When non-student casual work is available, such work will be offered on a rotating basis to employees who are qualified to perform the work and who are not otherwise scheduled to work during the time period involved. Employees interested in such work shall sign a list at the start of each school year stating that they are available for such work and specifying the type of work for which they are available.

ARTICLE IX - PERSONNEL FILES

9.01 The official personnel file of each employee shall be housed at the Human Resources Office, although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by law.

9.02 Employees shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of a member of the supervisory staff. The supervisor may waive his/her requirement to be present during the employee's inspection of his/her file. The employee may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The employee may be charged a reasonable fee for copies requested by him/her.

9.03 People authorized to review the personnel file of an employee(s) shall be limited to the Superintendent, members of the Board and other persons who have a legitimate supervisory purpose to review the file.

9.04 All derogatory material placed in the file shall be shown to the employee and initialed and dated by him/her.

Initialing shall simply indicate the employee has seen the derogatory material and if the employee refuses to initial same, it then may be placed in the file. The material therein must have been placed in a timely manner and must be relevant, accurate, and complete.

9.05 Anonymous complaints shall not be placed in an employee's file or become a matter of record.

9.06 The employee may make a written response at any time to any material in the file and said response shall be attached to said material.

9.07 Nothing herein shall limit or minimize the rights which the employee has pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE X - EVALUATION

10.01 The purpose of the evaluation is:

10.0101 To assess an employee's work performance.

10.0102 To help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the district's program.

10.0103 To constitute the basis for personnel decisions, including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

10.02 Procedures for Evaluation

10.0201 The evaluations of employees covered by this agreement shall be completed in accordance with the following schedule. The evaluation shall be reviewed with the employee, with a copy given to the employee at conclusion of the review.

1. An employee employed under a one-year limited contract shall be evaluated two times in that year. The first evaluation shall be completed on or before January 15th, and the second evaluation shall be completed on or before May 31st of the year in which the contract expires.

2. One evaluation of an employee in the first year of a two-year limited contract shall be completed by May 31st of that contract year. Evaluations in the second year of the two-year limited contract shall be completed by January 15th and by May 31st of the year in which the contract expires.

3. An employee employed under a continuing contract shall be evaluated at least once every three years; said evaluation shall be completed by May 31st of the school year in which the employee is being evaluated.

Conclusion of the review. An employee may present written comments which shall be attached to the written evaluation document (see Appendix B). The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.

10.0202 All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's immediate supervisor or Administrator, who shall not be a member of the bargaining unit.

10.0203 The parties recognize that the evaluation of an employee is an on-going process, and deficiencies in an employee's performance shall be brought to the attention of the employee, together with suggestions for improvement, when it is determined that an employee's performance is deficient.

10.0204 **Response to Evaluation**
The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

ARTICLE XI - LIAISON COMMITTEES/STAFF ADVISORY COMMITTEES

11.01 Work Site Level

11.0101 In September of each year, members of the Association at each work site shall elect a Liaison Committee which shall consist of three members of the Association from each work site.

11.0102 Upon request, the building administrator at the work site shall meet once every two (2) months with the Liaison Committee to discuss matters of concern at that work site. Matters discussed shall not include personal problems of individual employees.

11.0103 If mutually agreed, the committee and supervisor may meet more often than once every two months.

11.0104 The supervisor shall prepare a summary of the matters presented at the meeting and decision(s), if any, which were made. A copy shall be provided to the work site representatives. If the representative wishes to attach additional written material concerning the meeting to the memo, he/she may do so provided a copy of the material is given to the supervisor.

11.0105 LSSA may elect to participate in building staff advisory committees. Should any LSSA building staff agree to participate, each classification, in which there is at least one LSSA member, is entitled to one representative on the committee.

11.02 Labor Management Committee

In an effort to further a good working relationship between the parties, a labor management committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations. Representation on this committee shall be:

<u>Support Personnel (8)*</u>	<u>Administrators (8)</u>
Secretaries	Director of Human Resources or designee
Custodians	Director of Business Operations or designee
Instructional Aides	Director of Buildings & Grounds or Facility Services Supervisor
Child Nutrition representative	Director or Supervisor of Child Nutrition
Transportation representative	Elementary School Principal/Assistant
Maintenance representative	Secondary School Principal/Assistant
Technology representative	Director of Technology or designee
Treasurer representative	Treasurer or designee

*Support personnel must be LSSA members

The Superintendent or Assistant Superintendent, the OEA Labor Relations Consultant, and the President of LSSA will serve as participating, ad hoc members of the LSSA LMC. A member of the Board of Education will be invited.

The chair of the committee shall alternate from meeting to meeting between administration and Association. The Association and the district will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association representatives.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

The chair shall recognize a motion by either party to table a topic for further study.

11.03 LMC Meeting Schedule and Agenda

Meetings shall be held monthly and shall begin at 8:00am on the second Wednesday of the month unless both administration and the Association agree to modify the time and or date of these meetings. LMC meeting discussion shall be limited to agenda items unless there is an issue all parties agree is critical and timely. Agendas shall be developed by the chair of the respective meeting. A meeting of the LMC may be cancelled jointly by the Director of Human Resources or designee and the President of LSSA ten (10) days prior to the meeting if, in their opinion, there are insufficient agenda items to be discussed.

11.04 General LMC Guidelines

- A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines for implementation.
- B. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
- C. Where agreement is reached by the LMC on a topic, it will be reduced to writing and signed by the two chairs.
- D. At the organization meeting, general rules of operation will be developed. The services of either the Labor Management Center or the Federal Mediation Service will be secured for this purpose.

- E. The chair shall recognize a motion by either party to table a topic for further study.
- F. There will be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

11.05 Each spring the LMC will review staffing guidelines.

ARTICLE XII - WORK YEAR, WEEK, AND HOURS OF WORK

12.01 Workweek

- 12.0101 The workweek for all employees shall begin on Sunday, with the normal week being Monday through Friday.
- 12.0102 Full-time employees shall be entitled to a duty free, one-half hour lunch period. In the event an employee's lunch period is interrupted by being called to work, the employee shall be permitted to resume and complete his/her lunch period provided the employee can do so within a reasonable time of the interruption. In the event an employee is unable to resume his/her interrupted lunch period within a reasonable time of the interruption, the employee shall be paid for the time worked. In the event an employee is unable to resume his/her uninterrupted lunch period as a result of an all day field trip, the employee shall be paid for the time worked.
- 12.0103 It is the responsibility of the building/department administrator to complete and communicate a schedule for lunch periods to all full-time employees at the beginning of each school year
- 12.0104 All eight hour employees shall be entitled to two 15-minute breaks during the employee's work schedule. Employees who are regularly scheduled to work five hours or more per day shall be entitled to one 15-minute break during the employee's work schedule. Said breaks shall be taken at the time approved by the employee's supervisor.
- 12.0105 It is the responsibility of the building/department administrator to complete and communicate a reasonable schedule of breaks to all eligible employees as outlined in 12.0104 at the beginning of each school year. Scheduling conflicts will be discussed with the building/department administrator.

12.02 Paid Holidays

- 12.0201 The following days shall be considered holidays for all employees covered by this agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	
- 12.0202 In addition to the holidays listed above, President's Day shall be considered a paid holiday. When calamity make-up days are deemed necessary, President's Day can be utilized as a school day for this purpose. If this occurs, all covered employees will be entitled to a floating holiday to be used during the current contract year. This floating holiday will follow the request and approval process spelled out in 12.03 (Vacations) of this Agreement.
- 12.0203 In addition to the holidays listed above, the day after Thanksgiving and Christmas Eve shall be considered paid holidays for employees who work ten months or more.
- 12.0204 Employees covered by this Agreement shall be paid for holidays not worked on the basis of the employee's straight time hourly rate.
- 12.0205 A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.

- 12.0206 In order to qualify for pay for holidays not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday unless his/her absence is excused because of vacation, injury or illness, or other excused absence.
- 12.0207 A holiday which falls within a normal work week will be considered as hours worked for the purpose of computing overtime for that week.
- 12.0208 An employee working any of the paid holidays shall be entitled to regular holiday pay, plus the applicable straight time and/or overtime rate for all hours worked.

12.03 Vacations

- 12.0301 Employees covered by this Agreement who are in service at least eleven (11) months shall be granted a vacation with pay as follows:
(NOTE: Certain 10-month secretaries grandfathered as to vacations prior to August 1, 1990, shall also be covered by this provision.)
 - A. Less than 1 year of employment in a position qualifying for vacation – may be used as accrued based on two weeks for a full contract year (.83 days/month)
 - B. After 9 years of employment in a position qualifying for vacation - Three weeks (begin accrual in 9th year of employment at 1.25 days/month)
 - C. After 17 years of employment in a position qualifying for vacation - Four weeks (begin accrual in 17th year of employment at 1.67 days/month)
- 12.0302 Employees who are laid-off, retired, die, or are discharged, after earning their vacation, but who have not taken such vacation, shall receive their vacation pay earned.
- 12.0303 Custodial employees shall notify the Facility Services Supervisor and all other employees shall notify their immediate supervisor no later than April 1 of the time period which they wish to take as their vacation. Vacations will be granted at the time specified, insofar as it is possible to do so in accordance with the staffing needs and the work load of the school district. In cases of conflict, the employee with greater seniority shall be given preference, provided the employee has submitted his/her vacation schedule prior to April 1. Vacation requests received after April 1 shall be on a first come - first serve basis. It is understood that the number of employees allowed to take vacation during any one time period will be determined by the administration, and the administration reserves the right to arrange vacation schedules in accordance with the needs of the school district.
- 12.0304 Vacations may be accrued to a maximum of the amount an employee can earn in a three (3) year period.

12.04 Overtime

- 12.0401 Overtime shall be offered to employees within the job classification and within the building in which the overtime is to be worked on a rotating basis starting in order of seniority, provided the employees are fully qualified to perform the overtime work required, and provided further that the overtime work is not a continuation of an employee's regular work, in which event the employee performing the work will continue to work to completion. Employees who decline overtime when offered shall be considered having worked the hours offered for the purposes of rotating overtime. In the event all employees decline overtime, the next employee in rotation within the classification, in the building, may be required to work the overtime.

12.05 Overtime (Building and Grounds)

- 12.0501 All Building and Grounds employees within a building shall have the opportunity to accept or decline posted overtime on a rotation basis upon job classification and District Seniority. The member must also be able to physically complete any tasks associated with overtime requirements.

12.0502 Procedures

1. All overtime shall be posted in written form in an area where those within the classification in which the overtime is offered may view with ease.
2. Overtime shall be accepted or declined by the start of school business on Thursdays to allow the administration time to source the required coverage from another building if necessary.
3. All overtime posted after the start of school business Thursday shall be considered an emergency request and handled on a case by case basis.
4. All employees that work overtime shall adhere to the priorities listed:
 - a. Customer Service and Assistance to the Facility Renters
 - b. Complete Tasks as Assigned
 - c. Perform Duties within Job Description
5. Overtime shall be offered on a seniority basis, by classification, and shall be posted and updated weekly.
6. Posted overtime shall include all the information within the Opportunity for Overtime forum.
7. To be eligible all LSSA members who are scheduled to work posted overtime (Saturday) that particular week must work calamity day(s).
8. Sick leave, personal leave, jury duty, and calamity comp time are not considered time worked.
9. The procedure shall abide by all guidelines listed within Articles XII and XIII of the LSSA Master Contract.

12.0503 All employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of more than forty (40) hours in any one week. Sunday work will be paid at double time.

12.0504 When computing overtime, holidays and vacation leave shall be counted as days worked.

12.0505 A Lakota employee who is a member of this bargaining unit may initiate a request to flex his or her schedule by submitting a request to his or her supervisor which outlines his or her flex time schedule. The request shall include a daily proposed work schedule for the work week that is to be flexed. The flex schedule, if approved by the supervisor, shall be the employee's work schedule for the period of the request.

If days during the approved flex work week schedule exceed eight (8) hours per day, those hours over eight (8) hours on a given day shall be paid as regular time, not as overtime, as long as the total hours for that work week do not exceed forty (40) hours.

12.06 Compensatory Time

Employees shall have the option of taking compensatory time off in lieu of overtime pay, at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked (two [2] hours of compensatory time for each hour of overtime worked on Sunday), in accordance with the provisions of the Fair Labor Standards Act, as amended. An employee electing to take compensatory time off in lieu of overtime pay shall notify his or her supervisor of that election prior to working the overtime. Accrued but unused compensatory time will be paid in a lump sum on the August 15 pay day. Compensatory time must be used prior to July 15. Dates and times for taking compensatory time are subject to the approval of the employee's supervisor and must be taken at a reasonable time not to disrupt the operation of the District.

12.07 Call-In Pay

Any employee who has completed his/her regularly scheduled workday and is called back to work shall receive a minimum of two (2) hours pay at the applicable rate in addition to regular pay due the employee on that day.

12.08 Calamity Days and Pay

A day shall be considered a calamity day when the employee is notified of the declaration directly by the school or by notice on the District website. The duration or the end of the calamity will also be announced, and only shifts scheduled during the calamity period shall be affected.

12.0801 Head Custodians, Maintenance, Maintenance Helpers, Mechanics, Mechanics' Helpers, and Class I Secretaries and other personnel determined by the Superintendent or designee are essential personnel and shall be required, unless excused by building or District administrators, to report to work on days when school is closed due to weather conditions or other unexpected reasons. An employee in one of the above listed classifications will not be docked or disciplined for reporting late on a calamity day, provided the employee makes a good faith effort to report to work on that day. The Superintendent or designee may determine essential personnel expected to report to work during a Level 3 snow emergency. No other employees will be expected to report.

12.0802 An employee required pursuant to section 12.0801 above to report to work on a calamity day shall be entitled to compensatory time off equal to the number of regular hours worked on a calamity day(s), to a maximum of the number of regular hours worked on the first five calamity days in any one school year. Such compensatory time must be taken before the start of the next school year, and shall be taken during periods of the work year when it would not be necessary to employ a substitute for the employee. An employee cannot receive pay for these days. Taking compensatory time earned under this provision must be approved in advance by the employee's immediate supervisor or building principal.

12.09 Summer Work Schedule

12.0901 During the summer vacations period a four-day workweek consisting of four ten hour (plus one-half hour unpaid lunch period) workdays may be established under the following conditions.

- A. The four-day workweek would only be applicable to head custodians, custodians and secretaries, maintenance, mechanics, athletic maintenance and assistant to the treasurers' classifications.
- B. The four-day workweek would be applicable on a building by building basis or department by department basis.
- C. In order to implement a four-day workweek during the summer break, the principal and a majority of the employees in the affected classifications assigned to the building must agree to implement the four-day workweek.

12.0902 Buildings which elect to implement a four-day workweek during the summer vacation period must notify the department administrator by June 1. The four-day workweek shall go into effect on the second Monday following the last student day of the school year, and end the second Friday of August.

12.0903 In the event a building/department elects to implement a four-day workweek, the employee's supervisor shall determine the work schedules for the affected employees.

12.0904 The work schedules of the employees in the affected classifications in a building/department which has elected to implement a four-day workweek shall be constructed so as to ensure that all the school district's buildings (including the service center and special services center) will have employees in the affected classifications working each day, Monday through Friday. In other words, each building and each affected classification will have employees on duty each day Monday through Friday during normal working hours.

12.0905 Employees in the affected classifications assigned to work a ten-hour day pursuant to the provisions of this Section shall not be entitled to overtime after eight hours of work, but will be entitled to overtime after ten actual work hours (unpaid lunch not included) in a work day.

12.0906 Approved four-day workweek schedules will be determined by principal/department administrator on a weekly basis based on defined operational needs and specific job functions.

ARTICLE XIII - WORKING CONDITIONS

13.01 Custodian/Maintenance

13.0101 Overtime opportunities under 12.05 shall be offered in accordance with provisions of that section as follows:

- First: To custodial employees in the affected building
- Second: To custodial employees from other buildings
- Third: To substitutes

13.102 A custodian shall be on duty during hours an activity is occurring in a building which has been scheduled pursuant to a facility-use application.

13.103 All custodians report directly to the Buildings and Grounds Department through the following progression:

- Shift Custodian
- Head Custodian
- Facilities Services Supervisor
- Director Buildings and Grounds

All employees within the Buildings and Grounds Department have a direct functional responsibility to provide expeditious services to their assigned building as described/directed by their building principal/department.

The Head Custodian is responsible for providing a clean, safe environment for students and staff. The Head Custodian is responsible to assure that all Shift Custodians are performing their duties as they pertain to building cleanliness and safety. All Shift Custodians shall report directly to the Head Custodian who reports directly to the Facilities Services Supervisor.

13.02 Cafeteria

13.0201 At the beginning of each year, cooks who are willing to work at after-hours banquets or other activities requiring the use of the kitchens, and which is outside the standard work hours, will sign a list indicating their willingness to work such additional hours. Such work will be offered to the cooks who have signed the list on a rotating basis starting in order of seniority, with cooks assigned to the building where the activity is occurring being asked first. Cooks who decline such work when offered shall be considered having worked the assignment for purposes of rotating such work. A cook who declines such work, when offered two consecutive times, may be dropped from the list. The rate to be paid for such work shall be time and one-half the cook's regular rate of pay, except that double time shall be paid for such work on Sunday.

13.0202 Prior to the manager calling a substitute when someone is absent for the day, the manager shall first upgrade the hours of a cook, who may qualify, before securing a substitute.

13.0203 Cafeteria employees shall be required to wear white tops or shirts provided by Child Nutrition, white or tan slacks (no spandex) and white shoes with non-skid soles.

13.0204 A meeting date will be set before the end of the school year for the managers' first meeting of the succeeding school year.

13.205 The work year for cafeteria managers shall include a work day to be scheduled immediately prior to the start of the school year.

13.206 All Cooks and cafeteria aides report directly to the Child Nutrition Department through the following progression:

Cook
Child Nutrition Manager
Child Nutrition Supervisor
Director Child Nutrition

All employees within the Child Nutrition Department have a direct functional responsibility to provide expeditious services to their assigned building as described/directed by their building Principal.

The Child Nutrition Manager is responsible for providing a healthy, nutritious environment for students and staff. The Child Nutrition Manager is responsible to assure all Cooks are performing their duties as they pertain to Child Nutrition. All Cooks shall report directly to the Child Nutrition Manager who reports directly to the Assistant Director Child Nutrition/Director of Child Nutrition.

13.03 Aides

13.0301 There shall be three categories of aides as follows:

- A. Instructional aides (regular classroom, special education and specific student assignment, media, etc.)
- B. Clinic aides
- C. Cafeteria Aides

13.0302 The district shall provide appropriate in-service opportunities for all instructional aides and integrate training with the certified staff as applicable. They shall provide Federal or State mandated training and shall be included in IDEIA training provided by the Special Services Department as appropriate.

13.0303 Although the work of the instructional aide is under the direction of the teacher to whom the aide is assigned, the direct supervisor is the principal of the building.

- A. Instructional aides may assist a teacher to whom assigned:
 - 1. In supervision of students
 - 2. With instructional tasks
 - 3. In performance of duties which may be performed by a person for which a teaching certificate is not required
- B. Assignment of the aide shall be so arranged that he/she shall not be subject to simultaneous direction by more than one teacher.

13.0304 Instructional aides shall not be responsible for medical services or dispensing medication to students, unless specifically employed for that service.

13.0305 A certified instructional aide employed before April 14, 2001 shall hold a current Ohio teaching certificate and shall be grandfathered at the certified rate of pay during continuous employment, reductions in force notwithstanding.

13.04 Secretaries

13.0401 During this contract, the district is committed to action intended to improve standardizing procedures, standard testing of applicants, training and in-service, periodic review and revision of the structure of classification and job descriptions reflecting responsibilities and classifications.

13.05 Timesheets

No time sheets will be altered without the supervisor first informing and discussing the reason for the alteration.

13.06 Handbook

A handbook shall be prepared each year for each classification outlining reasonable rules and regulations expected at each work site for each classification.

13.07 In-Service Training

The District shall use scheduled in-service days for support staff training. Department training will take precedence over building training. Flexibility for in-service training shall be given to departments who hold training on alternate days. Mandatory training hours shall be paid if they extend past an employee's contracted hours. On in-service days, shift hours will be adjusted to accommodate training.

13.08 New Hire/New Position Training

Departments shall develop training programs for new hires, which may include manuals where appropriate for specific positions. Current established LSSA lead and head positions shall act as mentors to new hires where applicable.

ARTICLE XIV - LEAVES

14.01 Sick Leave

14.0101 All employees shall be granted 15 days of sick leave annually to be credited at the rate of one and one-fourth days per month.

14.0102 The maximum accumulation of unused sick leave shall be 300 days.

14.0103 Employees, upon approval of the immediate supervisor, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. **Non-emergency sick leave may be granted for medical appointments with phone, verbal or email notice two days prior to the absence.**

14.0104 For purposes of the foregoing, immediate family consists of the employee's spouse, parents, offspring, siblings, or other family members residing in the employee's household. For purposes of bereavement, the foregoing definition is expanded to include grandparents, grandchildren, and in-laws of the employee. The amount of sick leave usable for absence due to illness, injury, or death in employee's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.

14.0105 Up to one day a year may be used for bereavement purposes for distant relatives, friends and neighbors.

14.0106 With appropriate professional verification of the need for bonding between parent and child, sick leave may be used for such a purpose with an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to thirty (30) workdays not to exceed six (6) calendar weeks. From that time on, unpaid child care leave may be granted as per section 14.03.

14.0107 For new employees, five days of sick leave shall be advanced in September for the months of September, October, November, and December.

14.0108 Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under sections 3319.081 and 3319.16, Ohio Revised Code.

14.0109 In an emergency situation, the Superintendent, in his/her sole discretion, may grant an advancement of sick leave to an employee restricted only by the employee's ability to repay advances within his/her contract year.

14.0110 No day will be charged against any employee's sick leave if the schools are closed due to an emergency.

14.0111 The employee's supervisor is responsible for monitoring attendance and for counseling the employee on use of sick leave. The supervisor may review the attendance record with an employee and discuss possible ways to improve attendance.

14.0112 Up to two (2) sick days per year may be used for observance of religious holidays provided prior notice of at least five (5) work days is given.

14.0113 If a member of the bargaining unit meets any of the following conditions:

- (1) Has a disproportionate number of absences on a Monday and/or Friday; and/or
- (2) Has a disproportionate number of absences in any combination of sick leave, and/or compensatory time, and/or personal leave; and/or
- (3) Has a continuous pattern of exhausted accumulated sick leave, personal leave, or compensatory time; and/or
- (4) Has used the following number of sick leave days in a contract year:
 - a. 260 day contract employee 8 sick days in a contract year
 - b. 239 day contract employee 7 sick days in a contract year
 - c. All other contract employees 6 sick days in a contract year

Then the administration shall request a meeting with the President of the Association to decide if the bargaining unit member should be placed on Leave Probation Status.

If the bargaining unit member is placed on Leave Probation Status, the Administration shall have a meeting with the bargaining unit member and with the President of LSSA to investigate if there are any mitigating reasons for the bargaining unit member's attendance. If mitigating reasons exist, the bargaining unit member shall not be placed on Leave Probation Status. If no mitigating reasons exist, the bargaining unit member shall be placed on LPS.

A bargaining unit member placed on LPS shall be required for all future absences to have the advance approval of their supervisor. Personal leave requests shall have the reason for the leave included on the form when submitted to the supervisor. Use of sick leave will require a doctor's excuse. Any violation of these requirements will result in discipline as defined in the Agreement.

The length of the bargaining unit member's placement on LPS will be determined by the Administration, but the bargaining unit member's attendance and placement on LPS must be reviewed by the Administration with the LSSA President at least every 60 work days.

14.02 Personal Leave

14.0201 Each support employee is entitled by Ohio Revised Code to three full days of personal leave within each contract year.

14.0202 Personal leave day shall be subject to the following conditions:

- A. Requests shall be in writing on a prescribed form.
- B. Personal leave is intended to allow employees to be absent from work to conduct personal or emergency business which cannot otherwise be conducted during non-school hours. Personal leave is not vacation leave.
- C. Employees are not obligated to provide a reason to the Superintendent or designee for requests of Personal Leave made at least five (5) work days prior to requested leave date. Requests presented to the Superintendent or designee less than five (5) work days in advance shall require a reason stated in the request.
- D. Personal leave shall not be used the scheduled work day preceding or following student nonattendance days or legal holidays or the five work (5) days preceding or following the first or last student attendance day of a school year except in emergency or unusual circumstances. The nature of the emergency shall be stated in the request. Saturdays and Sundays shall not be considered student non-attendance days.
- E. The number of persons granted personal leave for any one day will be limited as determined by the Superintendent or designee.
- F. A request for a personal day shall be given to the employee's immediate supervisor and shall be approved by the building administrator in consultation with the department director. The employee shall receive notice of approval or denial of the request for a personal day within two days of making the request.

- 14.0203 Unused personal leave may be converted to sick leave at the ratio 1:1 up to a maximum of three days per school year; or, if all personal leave is not used, the total number of days may be converted to one additional personal leave day for the following year for a maximum of four.
- A. For those employees who have reached the maximum accumulation of unused sick leave, personal days converted accumulate above that ceiling.
 - B. For retirement purposes, personal days will be converted into the severance package at the end of the school year (June 30).
 - C. All other employees who have not given notice of intent to retire will have personal days converted after June 30.

14.03 Child Care Leave Policy

- 14.0301 Child care leave shall be granted for an employee to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent not later than 30 days prior to the anticipated leave date (except where adoptive agency gives less than 30 days notice), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end child care leave.
- 14.0302 The employee returning to service from child care leave may return at the start of a semester or quarter. The Superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the employee. Under unusual circumstances, the employee may be offered a similar position for which she/he is qualified.
- 14.0303 The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.
- 14.0304 The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio.
- 14.0305 The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.

14.04 Assault Leave

- 14.0401 Any employee sustaining a physical injury as the result of a physical assault against him/her, incurred while performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of 25 days per employee each school year. Leave may be extended at the sole discretion of the Superintendent.
- 14.0402 Medical verification shall be furnished to the Superintendent for all such absences requiring more than three days leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the employee has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.
- 14.0403 An assaulted employee, immediate supervisor or Superintendent shall immediately notify the police.
- 14.0404 A written report of any assault on an employee will be made to the office of the Superintendent.

14.05 Professional Leave

- 14.0501 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars.
- 14.0502 A request for professional leave will be submitted through the supervisor to the Superintendent or designee at least five days in advance of the requested date.
- 14.0503 Employees may be granted professional leave on the recommendation of the Superintendent if the request meets the following criteria:
 - A. Directly related to their assigned duties as an employee.
 - B. Designed to improve the employee's performance in his/her assigned duties.
- 14.0504 Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.
- 14.0505 Attendance shall be required at professional meetings for which release time is granted.

14.06 Jury Duty

The Board shall pay an employee the employee's regular compensation provided the remuneration received for serving as a juror is signed over to the Board.

14.07 Military Leave

Military leave shall be accorded employees in keeping with all sections of the Ohio Revised Code.

14.08 Leaves of Absence

Employees may be granted leaves of absence for the school year or a portion thereof upon written request and approval of the Board.

14.09 Rights While on Leave of Absence

- 14.0901 Employees on leaves of absence, which do not allow the employee to accumulate 120 days of service during a contract year, shall not earn additional seniority while on said leave and shall not lose seniority while on leave of absence.
- 14.0902 Employees on leave of absence may participate in all insurance benefit plans offered by the Board while on leave provided they pay the monthly premium for the insurance coverage to the treasurer of the Board in advance.

14.10 An employee subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties, and to which the employee is not a party, shall be paid while doing so.

ARTICLE XV - INSURANCE AND OTHER FRINGE BENEFITS

15.01

- 15.0101 For the term of this agreement the Board shall provide the plan(s) offered by the Butler County Health Plan (medical and dental). In the case of spouses who are both employees of the District and at least one is eligible for full time benefits, the Board will pay 100% of one family plan of the members' choice or employee-plus-one plan of the members' choice. If Butler Health Plan approves an alternative open enrollment period prior to November 2010, the Board and the Association will present joint presentations in each building to educate members of the differences between the health care plans.

Employees who work at least 21 hours per week but less than 30 hours per week:

- Medical- The Board will pay 50% of the monthly premium.
The Employee will pay 50% of the premium.
- Dental- The Board will pay 50% of the monthly premium.
The Employee will pay 50% of the premium.
- Life- The Board will pay 100% of the premium to provide life insurance in an amount equal to one and one-half times the employee's annual base salary, or \$15,000, or whichever is greater.

Employees who work 30 hours or more per week and preschool aides who work at least 28 hours per week:

- Medical- For the 2011/2012 school year: The Board will pay 88% of the monthly premium and the Employee will pay 12% of the monthly premium.

For the 2012/2013 school year: The Board will pay 87% of the monthly premium and the Employee will pay 13% of the monthly premium.

For the 2013/2014 school year: The Board will pay 85% of the monthly premium and the Employee will pay 15% of the monthly premium.

There is one flat rate for all health insurance plans.

In the event a HDHP/HSA becomes available the Board and the Association may mutually agree to discuss possible implementation.

- Dental- The Board will pay 85% of the monthly premium.
The Employee will pay 15% of the monthly premium.
- Life- The Board will pay 100% of the premium to provide life insurance in an amount equal to one and one-half times the employee's annual base salary or \$30,000, whichever is greater.

All salary-based insurance amounts will be rounded to the nearest thousand dollars.

15.0102 The Board shall implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium.

15.0103 **Life**
The District shall arrange for life insurance programs which (a) include coverage for all personnel fully paid by the District, (b) provide for employee options for voluntary supplemental life insurance coverage and (c) provide for employee options for voluntary dependent life insurance coverage. The employee/participant shall pay any premium for either voluntary supplemental or voluntary dependent life insurance. Life insurance shall exclude coverage for accidental death of an insured intoxicated driver.

15.0104 If the Board elects to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect and mutually agreed upon by the Association and the Board.

15.0105 The foregoing benefits described in this article shall be continued for any eligible employee who pays the employee's portion as set forth in section 15.0101 during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of this agreement, non-compensated approved leave of absence of less than 30 days, or for employees working only during the regular school year and not working during the summer break period, until such employee either resigns their employment status or fails to return to active working status at the commencement of the next school year.

15.0106 Employees on a non-compensated approved leave of absence of over 30 days' duration, and/or employees (or dependents of employees) eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above in sections 15.0101 and 15.0102 past the period for which the Board has agreed to continue benefit coverage for the employee may do so by paying 102% of the full group premium for such insurance, as set by the Board's insurance administrator and/or insurance carrier, to the administrator of the insurance program and/or the carrier designated by the Board on or before the 17th day of the month prior to any month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be reacquired through the Board until the employee returns to active working status.

15.0107 Employees who currently take medical and/or dental benefits and who will either no longer qualify for benefits or will receive a reduced rate of benefits as a result of the change in qualifications shall be permitted to continue benefit participation at their current levels until June 30, 2013.

15.02 Workers' Compensation

Whenever possible, all on-the-job injuries/accidents should be reported within 24 hours of injury by the injured employee to the employee's immediate supervisor. Information regarding filing a claim under Ohio Workers Compensation laws shall be maintained at the Treasurer's office, and an employee injured on the job may obtain such workers compensation information from the Treasurer's office.

Nothing in this contract shall impair the right of the employee under the Workers' Compensation Law.

An employee who is on a leave of absence due to an on-the-job injury which qualifies the employee for workers' compensation benefits shall continue to accrue seniority during the period of the leave of absence, providing the leave began after March 11, 1996.

15.03 Employee Assistance Program

The District shall provide a basic Employee Assistance Program (EAP). The program will provide confidential, professional consultation and assessment/referral services to employees whose work performance is or may be adversely affected by alcoholism, emotional problems, family discord, substance dependence, stress, financial or legal trouble or other personal problems.

Services of the EAP will include pre-employment drug testing and random drug testing of employees driving District vehicles or driving personal vehicles or using heavy machinery during the work day in the performance of work duties. The EAP will also provide drug or alcohol testing or assessment of employees upon the reasonable suspicion of need by the employee's supervisor or co-worker(s).

ARTICLE XVI - SALARIES

16.01 Salary Schedules are attached as appendixes to this contract.

16.0101 During the 2011/2012 school year there shall be no increase (0%) on base salary and a freeze on all steps.

During the 2012/2013 school year there shall be no increase (0%) on base salary and a freeze on all steps.

During the 2013/2014 school year there shall be no increase (0%) on base salary and a freeze on all steps.

An employee hired with an effective hire date of July 1, 2011 or later shall be compensated in accordance with a separate salary schedule reflecting a 15% reduction across the board for all classifications at all steps.

In no event will any salary/hourly rates be reduced lower than the hourly rates required for federal minimum wage.

A salary review committee shall be implemented by the administration and LSSA to recommend possible salary schedule modifications.

16.02 In the event an employee voluntarily transfers to a position with a salary schedule which is the same or lower than the employee's previous salary schedule, the employee will move to the same step on the new salary schedule.

16.03 In the event an employee voluntarily accepts a promotion to a position with a salary schedule which is higher than the employee's previous salary schedule the employee shall be assured of a salary increase by placement on the new salary schedule at the first step which ensures a salary increase with: a minimum of fifty cents (\$0.50) per hour; but at no time will an employee exceed the maximum step within the range. LSSA President/designee and the Director of Human Resources/designee will meet and define experience as needed.

16.04 In the event an employee accepts a second position in addition to the employee's current position and the second position has a salary schedule different than the employee's current position, the employee will be credited on the new or additional salary schedule with one year of experience for each two years of district experience.

16.05 In the event an employee accepts a second position which consists of more hours than the current position, placement on the salary schedule for the second position shall be determined by section 16.02 or 16.03 of this article as applies.

16.06 Clinic aides shall be considered "highly qualified" based on Ohio medical certification or licensure -- RN, LPN, EMT or other medical certification per Ohio definition. "Highly qualified" clinic aides shall be placed on the instructional aide salary schedule.

16.07 Media aides who meet the highly qualified" standard for Title I aides under the No Child Left Behind legislation will be placed on the instructional aide salary schedule.

16.08 Full-time employees that have used 0, 1, 2 or 3 sick or personal leave days will receive a one-time lump sum payment of \$750.00 each year on or before July 31st. Part-time employees shall receive a prorated payment based on the number of hours worked calculated by the full-time hour equivalent.

16.09 Any employee electing to retire, who notifies the Human Resources Department in writing by June 10, 2011 and serves their last day on or before June 30, 2011 will receive a one (1) time payment of two thousand dollars (\$2,000.00) to be paid no later than August 1, 2011.

ARTICLE XVII - PAYROLL

17.01 Salary payments shall be made two times each month on published dates. Eleven and twelve month employees' salary payment shall begin the first payroll in July and continue for 24 equal pays. The first pay for all other employees shall be the first payroll after their first day of work for the school year and shall be divided equally over the remaining pays. Two, three and four hour employees shall be paid for hours actually worked during the defined payroll period.

17.02 A salary notice shall be given to each employee at the beginning of each year prior to the first pay date. This notice shall contain the following information:

- 17.0201 The number of scheduled days in the employee's work year.
 - 17.0202 The number of regular daily work hours for which the employee has been contracted for the school year.
 - 17.0203 The hourly rate of pay for the employee.
 - 17.0204 The total anticipated compensation for the year.
 - 17.0205 The base pay for each pay period, which shall be determined by anticipated compensation, divided by the number of pay periods.
- 17.03 Each pay stub shall show the base rate for the pay period and shall itemize any additional monies earned or deductions made. The issues of clarifying pay stubs will be handled by a committee appointed by the Association which will meet with the treasurer and Superintendent to work out a clearer pay stub.
- 17.04 For any deduction of \$100 or more, the employee and treasurer shall work out a mutually agreeable repayment schedule. Failing any agreement, the deduction shall be in four equal installments.
- 17.05 Time sheets will not be changed without the supervisor first informing the employee of the change and discussing the alteration.
- 17.06 Salary deductions for non-paid days (deduct days) shall be calculated: number of hours missed, times the employee's hourly rate of pay.
- 17.07 Direct deposit is required for all employees. Exceptions and alternate payment plans will be made for current employees (at the time of ratification of this contract) with special circumstances.
- 17.08 **Payroll Deductions**
The Board shall provide, through its treasurer, payroll deductions of the matters listed below as a service to the employees:
- A. State, national and local income taxes
 - B. Retirement
 - C. Premiums for insurance purchased through the district
 - D. Association dues and fees
 - E. Tax sheltered annuities (if fifteen [15] or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code)
 - F. United Way donations
 - G. Credit Union
 - H. Political contributions
 - I. Other approved payroll deductions at the request of the employee.
 - J. A mandatory employer 403 (b) and 401 (a) with ING for retiring employees 55 years of age prior to retirement
 - K. A Deferred Compensation Plan with ING and American Fidelity
- 17.09 **Severance Pay**
- 17.0901 An employee who retires from the district shall be eligible for severance pay if he/she:
 - A. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code;
 - B. Retires from the employ of the Board and is, at the time of retirement from the employ of the Board, eligible to receive retirement benefits from the State Employees Retirement System of Ohio.
 - 17.0902 The employee shall receive a sum equal to one-fourth (1/4) of his/her first 200 days of accumulated but unused sick leave.
 - 17.0903 An additional sum equal to one-half (1/2) of the employee's accumulated days over 200 (up to the maximum of 300) shall be paid if the bargaining unit member elects to retire during the year the he/she first becomes eligible with either 30 years experience (at any age) or with 5 years experience (at age 60) following ratification of this contract.

- 17.0904 The severance payment shall be based on the employee's daily rate of pay at the time of retirement and eliminates all sick leave credit and all vacation leave credit accrued, but unused.
- 17.0905 For the purpose of this provision, retirement is defined as disability or service retirement under any state or municipal retirement system in the state.
- 17.0906 An employee who dies while on active payroll status shall have severance pay paid to his/her estate.

17.10 Retirement Contribution Tax Deferral Plan

The Board will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.

17.11 Physical Examinations

The Board will reimburse the employee for any cost of any physical examination required by the Board.

17.12 Professional Development Program

The guidelines and procedures for the administration of this program are as follows:

- 17.1201 The aforementioned programs collectively will be funded annually based on \$90 times the number of members in the bargaining unit (FTE) during the first full week of October of the previous fiscal year and will be maintained in a separate district fund. Any unused funds will carry over to subsequent years.

Of those funds available, certification dollars will be isolated and set aside. These funds will be used for reimbursing of licenses/certificates necessary to maintain the employees' current position, including Child Nutrition SNA membership. The application for reimbursement must be submitted to the designated central office administrator or department Director prior to approval.

The remainder of the funds will be split 50/50 between professional development and tuition reimbursement and will be accounted for separately.

- 17.1202 The following guidelines are recommended to administer the program:

The SSPDC will be comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the LSSA President. The committee will set a maximum allotment per member per year for both tuition reimbursement and professional development which will be prorated for part-time employees.

17.1203 Tuition Reimbursement

- A. The application for tuition reimbursement must be submitted to the designated central office administrator prior to courses being taken. The application will be approved or disapproved with the employee being notified as soon as possible by the proper central office administrator. Decisions of the central office administrator may be appealed under section D below. Once the particular class, course or workshop is completed, the employee must submit proof of payment and a copy of the final grade for the class. No reimbursement will be made unless a passing grade is obtained.
- B. The SSPDC will determine guidelines for the distribution of funds for tuition reimbursement.
- C. Both undergraduate and graduate courses may be approved. Courses must be related to the employee's present assignment or required in a program related to the employee's present assignment. A personal interview with the central office administrator (or with the SSPDC concerning an appeal of the decision of the central office administrator) may be necessary or may be requested by the applicant.

- D. Appeals of the decision of the central office administrator must be submitted to the Director of Human Resources within 30 calendar days of the date of notification of a decision. The SSPDC will meet within 20 calendar days to consider the appeal, and the employee will be notified within 10 days of the decision of the SSPDC regarding the appeal.
- E. College work must be taken from any fully accredited college or university.
- F. No reimbursement will be made to a person who enrolls in courses where the tuition or costs are paid in full by scholarship, fellowship or grant.
- G. Tuition reimbursement courses must align with Lakota structure and will only be available for those employees who have completed a one year contract.

17.1204 Professional Development

The Funds allocated for Professional Development will be distributed according to guidelines set by the SSPDC and must align with the District's initiatives.

- 17.13** Mileage shall be paid to any employee who must use his/her own vehicle during the performance of his/her job, at the present Board authorized amount.

ARTICLE XVIII - PRIVATIZATION/SUBCONTRACTING

The Board agrees that from the date of the execution of this agreement until June 30, 2014, it will not contract with a private or public entity to provide services or perform duties which are currently provided or performed by employees of the bargaining unit when such contracting would result in the displacement of all or a majority of the employees in a particular classification (e.g., custodians). After June 30, 2014 the Board will have the right to contract with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification provided the conditions below are met.

After June 30, 2014, in the event the Board intends to consider contracting with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification, the Board shall be required to do the following before entering into such a contract:

1. Notify the Association of its intent to consider entering into such a contract no less than 120 days prior to entering into such a contract.
2. Upon request, provide the Association all information, including specifications, proposals, bids, etc., relative to the contract being considered and relative to the reasons why the Board is considering entering into the contract.
3. Upon request, provide the Association the opportunity to meet publicly or in executive session, as the Association may request, with the Board and/or its representatives regarding the contract and to provide the Association with the opportunity to show/argue why the contract should not be entered into.

In the event the Board enters into a contract with a private entity which results in the displacement of all or a majority of the employees in a particular classification, the Board will negotiate with the Association with respect to the effect of the contracting on the employees in the affected classification.

The parties recognize and acknowledge that the Board currently contracts with private entities to perform work under such circumstances as when the Board's employees are not qualified to perform the work, or when the Board does not have sufficient employees to provide the work, or when it is more efficient to contract for such work. The Board reserves the right to continue to contract for such work, and the parties agree that the provisions of paragraphs A, B, and C above do not apply to the contracting described in this paragraph D. Such contracting shall not result in the loss of any regular work hours for employees covered by this Agreement.

In the event this Agreement is terminated because an operating levy is not approved or the Board chose not to make sufficient budget cuts to permit the continuation of this Agreement, Article XVIII shall continue in full force and effect until June 30, 2014 and will be considered to survive the termination of this collective bargaining agreement until June 30, 2014.

ARTICLE XIX - EMPLOYEE INVOLVEMENT COMMITTEE

A committee, to be called the Employee Involvement Committee, will be appointed to study means and methods of improving the efficiency and effectiveness of the school district's delivery of support services. The committee shall focus by department. The committee shall be composed of the Business Manager, the department director, and five department employees to be appointed by the Association. Additional members of the committee may be appointed as needed. A representative of the Board and a representative of the Association shall be ex officio members of the committee. The areas which the committee will study include, but are not necessarily limited to: costs, efficiency, operations, regulations, attendance, and team building (employee morale and retention).

ARTICLE XX – LOCAL, STATE OR FEDERAL MANDATES

A joint labor and management task force will be formed to oversee and make recommendations to the parties on local, state or federal mandates adopted for implementation by the district and which will affect employee requirements or assignments. Mandated qualifications under ESEA for instructional aides in Title I schools shall be required for all instructional aides regardless of assignments if the qualifications apply to any instructional aides in the district.

- 20.01.1** The district and the LSSA will jointly develop and offer training sessions for employees required to meet additional job qualifications required by such mandates.
- 20.02** Participation in training offered by the district for employees required to meet additional job qualifications required by state or federal mandates shall be on employee time without pay for training time.
- 20.03** Employee costs incurred for state testing programs will be reimbursed from the professional development fund under this agreement for up to three times. Additional testing shall be at employee expense.
- 20.04** An employee who does not or cannot meet the new qualifications to maintain his/her position will be entitled to:
- a. a voluntary transfer to a different program, school or position not affected by the new qualifications if such position is available or
 - b. an involuntary transfer to another appropriate position offered by the district or
 - c. treatment as a RIF (reduction in force) within the classification until the employee meets the new qualifications.

In any situation presented by a or b above, the employee shall not suffer loss of health and dental insurance benefits for the remainder of the contract year.

ARTICLE XXI – RE-EMPLOYMENT OF RETIRED EMPLOYEES

- 21.01** If the Board elects to reemploy individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving benefits through the School Employees Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.
- 21.0101** The salary to be paid to the reemployed retired employee shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of related work experience up to a maximum of five (5) years throughout the term of the employment contract.

- 21.0102 Reemployed retired employees may be eligible for participation in the insurance plans offered by the Board, effective January 1, 2009. They are not eligible for any plan offered by the Board if they are eligible for insurance from another source (including the School Employees Retirement System) for which the employee is responsible for less than 50% of the cost through December 31, 2009.
- 21.0103 Reemployed retired employees employed pursuant to this article shall receive one-year, renewable, temporary contracts and shall not be eligible to receive continuing contracts regardless of their years of service or other qualifications held.
- 21.0104 Each one-year, temporary contract shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or in accordance with any section of the Ohio Revised Code nor to take formal action to not reemploy the individual pursuant to ORC in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired employee shall be posted for transfer opportunities for regularly-contracted bargaining unit members.
- 21.0105 Reemployed retired employees are not entitled and/or not eligible to receive severance benefits provided by any collective bargaining agreement currently in effect between the Board and the Association.
- 21.0106 In the event of a reduction in force, the contract of the reemployed retired employee shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.
- 21.0107 Reemployment of a retired employee shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of individuals employed at the commencement of each such contract for the reemployment of a retired employee.
- 21.0108 Reemployed retired employees are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.
- 21.0109 Reemployed retired employees may commence their reemployment with up to 15 sick days of accumulated sick leave if said days are carried forward from their prior employer.
- 21.0110 Subject to these provisions, reemployed retired employees are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired employees and for reemployed retired employees only.
- 21.0111 Pursuant to the authority provided by ORC 4117, and to the extent that this provision is contrary to or in conflict with any Ohio law, this provision shall supersede and replace the statutory law of Ohio and other provisions of the master agreement between the Board and the Association.

ARTICLE XXII – SUPPORT STAFF SICK LEAVE BANK

22.01 In interest of providing a benefit for support staff who have exhausted their sick leave and have catastrophic or serious illness or injury.

22.0101 Purpose

The District shall establish a support staff sick leave bank (SLB) for the purpose of loaning additional days of sick leave to support staff that have exhausted personal sick leave days.

22.0202 Eligibility

1. All support staff shall be eligible to be members of the sick leave bank (SLB).
2. All support staff will receive an intent form from the Human Resources Office for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave to be designated by the employee to the SLB on such form between September 1 and September 30. Each participant will receive a notice of receipt indicating his/her participation in the program.

22.0303 Operation

1. Loans will be limited to the participant's own catastrophic or serious illness, injury or non-elective surgery as determined by the SLB Board. "Catastrophic" is intended to mean a life threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury that may not be life threatening but one which requires inpatient hospitalization or confinement to home on doctor's orders. At the discretion of the SLB Board, loans may be provided in the event of an illness or injury of a member's spouse, child, parent or such relationship by marriage.
2. Applications for loans from the sick leave bank must be made on the participant application for sick leave bank form (attached). A physician's statement is required with each application in order to be considered for a loan.
3. A loan will be considered only after the participant has used all of his/her accumulated sick leave days; has used all possible advances of sick leave days; is not eligible for disability leave under the Ohio School Employee Retirement System, or receiving Workers' Compensation; and the participant has a zero balance of personal and vacation leaves.
4. The sick leave bank will be regulated by the LSSA Sick Leave Bank Board comprised of the President of the LSSA and the Director of Human Resources or their designees plus one LSSA member appointed by the President and one administrator appointed by the Superintendent.

22.0304 Loan and Payback

1. The maximum number of days that a participant may borrow is seven percent (7%) of the number of days in his/her contract for the current contract year.
2. The participant who borrows days must pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave until the total number of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to each sick leave days (i.e. retirement, resignation, permanent disability or death), the employee's last pay shall be reduced in the amount equal to his/her per diem for all days owed to the SLB.
3. An employee shall be responsible for the unpaid cost for the balance of the sick leave upon separation of employment.

22.0305 Procedures

1. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following: "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Lakota Local Board of Education, the Lakota School Support Association, the SLB Board, and all of their agents, for any loss they may sustain as a result of any claim or legal proceedings, I or my heirs or executors may bring against any of them with respect to a decision made by any of them concerning this application."
2. Application for the SLB days must be made to the Director of Human Resources or designee on the prescribed form (attached and available online or from the Human Resources Office).

3. The SLB Board shall confer and render a decision within ten (10) days of receipt of request.
4. Unused requested and approved SLB days shall be returned to the SLB.
5. An employee may become a member of the LSSA SLB by contributing one (1) sick day. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day to a maximum of three (3) additional days per year. The members of the SLB Board shall together be responsible for notifying participants of each assessment.
6. All decisions of the SLB Board shall be final and binding and are not subject to the grievance/arbitration provisions of this Agreement.
7. Guidelines and operation of the Sick Leave Bank will be reviewed by the SLB Board with the LSSA Labor-Management Committee by the October 2011 Committee meeting.

ARTICLE XXIII – DURATION

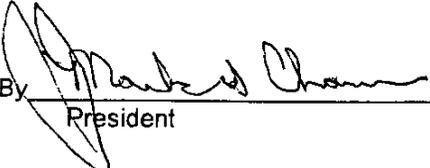
This contract shall become effective on the 1st day of July, 2011, and shall expire on the 30th day of June 2014.

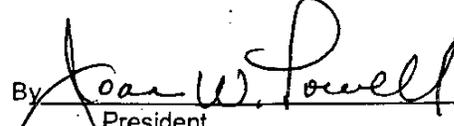
The three (3) year Master Agreement is contingent upon the passage of an operating levy for the new revenue during the three year term. In the event an operating levy is not approved, the Board shall have the discretion to make appropriate additional budget cuts/reductions in force in order to meet the financial obligations of this master agreement as required by O.R.C. 5705.412.

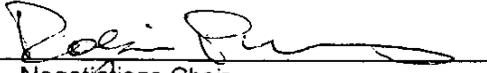
This contract was executed on the 1st day of July, 2011.

FOR THE ASSOCIATION

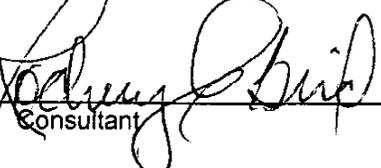
FOR THE BOARD

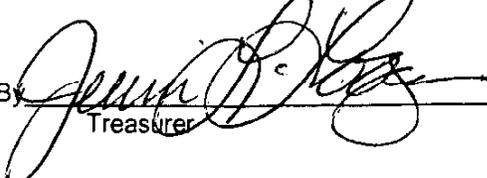
By 
 President

By 
 President

By 
 Negotiations Chair

By 
 Superintendent

By 
 Consultant

By 
 Treasurer

SUPPORT STAFF SALARY SCHEDULE

Effective: July 1, 2011

L11
YEAR-2011

Old - Employees on the payroll before July 1, 2011

New - Employees on the payroll after July 1, 2011 (15% less)

STEP	Assistant to the Treasurer		Mechanic - Day (1st Shift)		Mechanic - Evening (2nd Shift)		Mechanic - Head		Mechanic - Night (3rd Shift)		Manager - Child Nutrition	
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New
	1	\$14.74	12.52	\$18.75	15.93	\$19.02	16.16	\$20.86	17.73	\$19.31	16.41	\$14.47
2	\$15.22	12.93	\$19.13	16.26	\$19.40	16.49	\$21.24	18.05	\$19.69	16.73	\$14.64	12.44
3	\$15.71	13.35	\$19.55	16.61	\$19.82	16.84	\$21.65	18.40	\$20.10	17.08	\$14.93	12.69
4	\$16.23	13.79	\$19.91	16.92	\$20.19	17.16	\$22.02	18.71	\$20.46	17.39	\$15.13	12.86
5	\$16.76	14.24	\$20.29	17.24	\$20.56	17.47	\$22.39	19.03	\$20.85	17.72	\$15.40	13.09
6	\$17.26	14.67	\$20.69	17.58	\$20.96	17.81	\$22.79	19.37	\$21.25	18.06	\$15.58	13.24
7	\$17.74	15.07	\$21.01	17.85	\$21.30	18.10	\$23.12	19.65	\$21.57	18.33	\$15.86	13.48
8	\$18.24	15.50	\$21.42	18.20	\$21.70	18.44	\$23.52	19.99	\$21.97	18.67	\$16.10	13.68
9	\$18.78	15.96	\$21.83	18.55	\$22.10	18.78	\$23.92	20.33	\$22.37	19.01	\$16.33	13.88
10	\$19.33	16.43	\$22.20	18.87	\$22.48	19.10	\$24.31	20.66	\$22.76	19.34	\$16.62	14.12
11	\$19.84	16.86	\$22.56	19.17	\$22.85	19.42	\$24.68	20.97	\$23.12	19.65	\$16.80	14.28
12	\$20.38	17.32	\$22.96	19.51	\$23.25	19.76	\$25.07	21.30	\$23.52	19.99	\$17.09	14.52
13	\$20.51	17.43	\$23.08	19.61	\$23.36	19.85	\$25.19	21.41	\$23.63	20.08	\$17.20	14.62
14	\$20.61	17.51	\$23.21	19.72	\$23.48	19.95	\$25.31	21.51	\$23.76	20.19	\$17.32	14.72
15	\$20.73	17.62	\$23.31	19.81	\$23.59	20.05	\$25.42	21.60	\$23.87	20.28	\$17.42	14.80
16	\$20.84	17.71	\$23.43	19.91	\$23.70	20.14	\$25.52	21.69	\$23.99	20.39	\$17.54	14.90
17	\$20.96	17.81	\$23.54	20.00	\$23.83	20.25	\$25.65	21.80	\$24.10	20.48	\$17.66	15.01
18	\$21.07	17.90	\$23.66	20.11	\$23.93	20.34	\$25.77	21.90	\$24.21	20.57	\$17.77	15.10
19	\$21.19	18.01	\$23.77	20.20	\$24.05	20.44	\$25.87	21.98	\$24.33	20.68	\$17.88	15.19
20	\$21.31	18.11	\$23.89	20.30	\$24.16	20.53	\$26.00	22.10	\$24.45	20.78	\$18.00	15.30
21	\$21.42	18.20	\$24.01	20.40	\$24.28	20.63	\$26.10	22.18	\$24.55	20.86	\$18.12	15.40
22	\$21.53	18.30	\$24.11	20.49	\$24.40	20.74	\$26.22	22.28	\$24.67	20.96	\$18.22	15.48
23	\$21.64	18.39	\$24.23	20.59	\$24.50	20.82	\$26.34	22.38	\$24.79	21.07	\$18.35	15.59
24	\$21.77	18.50	\$24.35	20.69	\$24.63	20.93	\$26.45	22.48	\$24.90	21.16	\$18.46	15.69
25	\$21.87	18.58	\$24.46	20.79	\$24.74	21.02	\$26.53	22.55	\$25.02	21.26	\$18.57	15.78
26	\$21.98	18.68	\$24.56	20.87	\$24.85	21.12	\$26.67	22.66	\$25.12	21.35	\$18.70	15.89
27	\$22.09	18.77	\$24.67	20.96	\$24.95	21.20	\$26.79	22.77	\$25.23	21.44	\$18.80	15.98
28	\$22.20	18.87	\$24.74	21.02	\$25.06	21.30	\$26.89	22.85	\$25.34	21.53	\$18.91	16.07

SUPPORT STAFF SALARY SCHEDULE

Effective: July 1, 2011

L11
YEAR-2011

Old - Employees on the payroll before July 1, 2011
New - Employees on the payroll after July 1, 2011 (15% less)

STEP	Certified Cook		Cook		Custodian/Courier - Day (1st Shift)		Custodian - Evening (2nd Shift)		Custodian - Night (3rd Shift)		Media/Clinic Aides	
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New
1	\$11.84	10.06	\$11.03	9.37	\$13.77	11.70	\$13.85	11.77	\$14.31	12.16	\$11.07	9.40
2	\$12.08	10.26	\$11.27	9.57	\$14.05	11.94	\$14.24	12.10	\$14.60	12.41	\$11.45	9.73
3	\$12.26	10.42	\$11.48	9.75	\$14.31	12.16	\$14.42	12.25	\$14.81	12.58	\$11.84	10.06
4	\$12.47	10.59	\$11.71	9.95	\$14.60	12.41	\$14.68	12.47	\$15.09	12.82	\$12.23	10.39
5	\$12.67	10.76	\$11.99	10.19	\$14.79	12.57	\$14.94	12.69	\$15.28	12.98	\$12.63	10.73
6	\$12.89	10.95	\$12.20	10.37	\$15.09	12.82	\$15.21	12.92	\$15.61	13.26	\$13.02	11.06
7	\$13.09	11.12	\$12.45	10.58	\$15.50	13.17	\$15.63	13.28	\$15.97	13.57	\$13.43	11.41
8	\$13.33	11.33	\$12.67	10.76	\$15.75	13.38	\$15.92	13.53	\$16.32	13.87	\$13.79	11.72
9	\$13.53	11.50	\$12.95	11.00	\$15.97	13.57	\$16.15	13.72	\$16.50	14.02	\$14.20	12.07
10	\$13.75	11.68	\$13.19	11.21	\$16.32	13.87	\$16.39	13.93	\$16.81	14.28	\$14.57	12.38
11	\$13.96	11.86	\$13.46	11.44	\$16.52	14.04	\$16.73	14.22	\$17.11	14.54	\$14.98	12.73
12	\$14.25	12.11	\$13.62	11.57	\$16.85	14.32	\$16.93	14.39	\$17.38	14.77	\$15.41	13.09
13	\$14.36	12.20	\$13.73	11.67	\$16.96	14.41	\$17.04	14.48	\$17.49	14.86	\$15.52	13.19
14	\$14.48	12.30	\$13.84	11.76	\$17.09	14.52	\$17.16	14.58	\$17.61	14.96	\$15.64	13.29
15	\$14.60	12.41	\$13.96	11.86	\$17.20	14.62	\$17.27	14.67	\$17.73	15.07	\$15.76	13.39
16	\$14.71	12.50	\$14.07	11.95	\$17.31	14.71	\$17.39	14.78	\$17.84	15.16	\$15.86	13.48
17	\$14.83	12.60	\$14.19	12.06	\$17.43	14.81	\$17.50	14.87	\$17.94	15.24	\$15.97	13.57
18	\$14.94	12.69	\$14.30	12.15	\$17.53	14.90	\$17.62	14.97	\$18.07	15.35	\$16.11	13.69
19	\$15.05	12.79	\$14.41	12.24	\$17.66	15.01	\$17.74	15.07	\$18.19	15.46	\$16.21	13.77
20	\$15.18	12.90	\$14.54	12.35	\$17.78	15.11	\$17.85	15.17	\$18.29	15.54	\$16.32	13.87
21	\$15.28	12.98	\$14.65	12.45	\$17.88	15.19	\$17.95	15.25	\$18.42	15.65	\$16.44	13.97
22	\$15.40	13.09	\$14.77	12.55	\$17.99	15.29	\$18.08	15.36	\$18.52	15.74	\$16.55	14.06
23	\$15.51	13.18	\$14.87	12.63	\$18.12	15.40	\$18.20	15.47	\$18.64	15.84	\$16.67	14.16
24	\$15.63	13.28	\$14.98	12.73	\$18.23	15.49	\$18.30	15.55	\$18.76	15.94	\$16.79	14.27
25	\$15.75	13.38	\$15.12	12.85	\$18.33	15.58	\$18.42	15.65	\$18.87	16.03	\$16.90	14.36
26	\$15.85	13.47	\$15.22	12.93	\$18.46	15.69	\$18.53	15.75	\$18.98	16.13	\$17.01	14.45
27	\$15.96	13.56	\$15.33	13.03	\$18.57	15.78	\$18.65	15.85	\$19.08	16.21	\$17.13	14.56
28	\$16.07	13.65	\$15.43	13.11	\$18.68	15.87	\$18.76	15.94	\$19.20	16.32	\$17.23	14.64

SUPPORT STAFF SALARY SCHEDULE

Effective: July 1, 2011

L11
 Old - Employees on the payroll before July 1, 2011

YEAR-2011
 New - Employees on the payroll after July 1, 2011 (15% less)

EP	Instructional Aide; Highly Qualified Media Aide; Highly Qualified Clinic Aide		Instructional Aide (Certified) - Grandparented - 4/14/2001		Certified Assistant - (Sign Interpreter, OTA, PTA, Parent Mentor)		Cafeteria Aide/ Playground Aide		Custodian - Head Day (1st Shift)		Custodian - Head Evening (2nd Shift)	
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New
	1	\$12.88	10.94	\$14.34	12.18	\$19.57	16.63	\$10.09	8.57	\$15.89	13.50	\$15.95
2	\$13.31	11.31	\$14.66	12.46	\$20.11	17.09	\$10.32	8.77	\$16.16	13.73	\$16.34	13.88
3	\$13.74	11.67	\$14.99	12.74	\$20.69	17.58	\$10.54	8.95	\$16.41	13.94	\$16.52	14.04
4	\$14.19	12.06	\$15.34	13.03	\$21.27	18.07	\$10.78	9.16	\$16.70	14.19	\$16.80	14.28
5	\$14.59	12.40	\$15.68	13.32	\$21.86	18.58	\$11.01	9.35	\$16.91	14.37	\$17.04	14.48
6	\$15.01	12.75	\$16.04	13.63	\$22.47	19.09	\$11.23	9.54	\$17.20	14.62	\$17.30	14.70
7	\$15.45	13.13	\$16.41	13.94	\$23.09	19.62	\$11.46	9.74	\$17.61	14.96	\$17.73	15.07
8	\$15.87	13.48	\$16.77	14.25	\$23.73	20.17	\$11.69	9.93	\$17.86	15.18	\$18.02	15.31
9	\$16.32	13.87	\$17.17	14.59	\$24.41	20.74	\$11.92	10.13	\$18.09	15.37	\$18.26	15.52
10	\$16.75	14.23	\$17.55	14.91	\$25.10	21.33	\$12.15	10.32	\$18.44	15.67	\$18.49	15.71
11	\$17.18	14.60	\$17.96	15.26	\$25.81	21.93	\$12.38	10.52	\$18.63	15.83	\$18.85	16.02
12	\$17.60	14.96	\$18.37	15.61	\$26.55	22.56	\$12.62	10.72	\$18.94	16.09	\$19.04	16.18
13	\$17.72	15.06	\$18.48	15.70	\$26.66	22.66	\$12.72	10.81	\$19.06	16.20	\$19.16	16.28
14	\$17.82	15.14	\$18.59	15.80	\$26.78	22.76	\$12.83	10.90	\$19.19	16.31	\$19.26	16.37
15	\$17.95	15.25	\$18.72	15.91	\$26.89	22.85	\$12.96	11.01	\$19.29	16.39	\$19.39	16.48
16	\$18.06	15.35	\$18.82	15.99	\$27.01	22.95	\$13.07	11.10	\$19.41	16.49	\$19.49	16.56
17	\$18.17	15.44	\$18.94	16.09	\$27.11	23.04	\$13.19	11.21	\$19.51	16.58	\$19.60	16.66
18	\$18.30	15.55	\$19.05	16.19	\$27.23	23.14	\$13.29	11.29	\$19.65	16.70	\$19.73	16.77
19	\$18.40	15.64	\$19.17	16.29	\$27.35	23.24	\$13.41	11.39	\$19.76	16.79	\$19.84	16.86
20	\$18.51	15.73	\$19.29	16.39	\$27.46	23.34	\$13.54	11.50	\$19.86	16.88	\$19.96	16.96
21	\$18.64	15.84	\$19.39	16.48	\$27.58	23.44	\$13.64	11.59	\$19.99	16.99	\$20.07	17.05
22	\$18.75	15.93	\$19.51	16.58	\$27.68	23.52	\$13.76	11.69	\$20.09	17.07	\$20.19	17.16
23	\$18.86	16.03	\$19.62	16.67	\$27.82	23.64	\$13.87	11.78	\$20.21	17.17	\$20.30	17.25
24	\$18.97	16.12	\$19.74	16.77	\$27.92	23.73	\$13.98	11.88	\$20.34	17.28	\$20.41	17.34
25	\$19.09	16.22	\$19.87	16.88	\$28.03	23.82	\$14.10	11.98	\$20.44	17.37	\$20.52	17.44
26	\$19.21	16.32	\$19.97	16.97	\$28.16	23.93	\$14.22	12.08	\$20.55	17.46	\$20.64	17.54
27	\$19.32	16.42	\$20.08	17.06	\$28.26	24.02	\$14.33	12.18	\$20.66	17.56	\$20.78	17.66
28	\$19.42	16.50	\$20.19	17.16	\$28.38	24.12	\$14.43	12.26	\$20.77	17.65	\$20.86	17.73

SUPPORT STAFF SALARY SCHEDULE

Effective: July 1, 2011

L11

YEAR-2011

Old - Employees on the payroll before July 1, 2011

New - Employees on the payroll after July 1, 2011 (15% less)

STEP	Helper - Day (1st Shift)		Helper - Evening (2nd Shift)		Helper - Night (3rd Shift)		Helper - Athletic - Lead		Maintenance - Day (1st Shift)		Maintenance - Evening (2nd Shift)		Secretary-Class I (07-08); Admin Secretary; Data Processing Spec		Secretary - Class III	
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New
1	\$14.64	12.44	\$14.91	12.67	\$15.19	12.91	\$16.73	14.22	\$19.01	16.15	\$19.28	16.38	\$14.43	12.26	\$11.48	9.75
2	\$14.98	12.73	\$15.27	12.97	\$15.54	13.20	\$17.10	14.53	\$19.37	16.46	\$19.65	16.70	\$14.85	12.62	\$11.84	10.06
3	\$15.28	12.98	\$15.56	13.22	\$15.84	13.46	\$17.39	14.78	\$19.71	16.75	\$19.99	16.99	\$15.25	12.96	\$12.21	10.37
4	\$15.66	13.31	\$15.93	13.54	\$16.22	13.78	\$17.76	15.09	\$20.07	17.05	\$20.32	17.27	\$15.68	13.32	\$12.58	10.69
5	\$16.03	13.62	\$16.31	13.86	\$16.60	14.11	\$18.15	15.42	\$20.50	17.42	\$20.79	17.67	\$16.07	13.65	\$12.95	11.00
6	\$16.41	13.94	\$16.69	14.18	\$16.96	14.41	\$18.52	15.74	\$20.79	17.67	\$21.06	17.90	\$16.47	13.99	\$13.32	11.32
7	\$16.79	14.27	\$17.05	14.49	\$17.33	14.73	\$18.89	16.05	\$21.10	17.93	\$21.39	18.18	\$16.88	14.34	\$13.72	11.66
8	\$17.15	14.57	\$17.43	14.81	\$17.70	15.04	\$19.26	16.37	\$21.45	18.23	\$21.74	18.47	\$17.29	14.69	\$14.06	11.95
9	\$17.44	14.82	\$17.72	15.06	\$17.99	15.29	\$19.53	16.60	\$21.84	18.56	\$22.12	18.80	\$17.74	15.07	\$14.46	12.29
10	\$17.84	15.16	\$18.12	15.40	\$18.40	15.64	\$19.95	16.95	\$22.21	18.87	\$22.47	19.09	\$18.16	15.43	\$14.83	12.60
11	\$18.19	15.46	\$18.46	15.69	\$18.74	15.92	\$20.29	17.24	\$22.58	19.19	\$22.86	19.43	\$18.59	15.80	\$15.25	12.96
12	\$18.54	15.75	\$18.83	16.00	\$19.10	16.23	\$20.64	17.54	\$22.94	19.49	\$23.22	19.73	\$19.01	16.15	\$15.68	13.32
13	\$18.66	15.86	\$18.93	16.09	\$19.22	16.33	\$20.77	17.65	\$23.05	19.59	\$23.34	19.83	\$19.13	16.26	\$15.79	13.42
14	\$18.78	15.96	\$19.05	16.19	\$19.33	16.43	\$20.87	17.73	\$23.17	19.69	\$23.45	19.93	\$19.24	16.35	\$15.90	13.51
15	\$18.90	16.06	\$19.18	16.30	\$19.45	16.53	\$20.99	17.84	\$23.28	19.78	\$23.56	20.02	\$19.36	16.45	\$16.02	13.61
16	\$19.01	16.15	\$19.28	16.38	\$19.56	16.62	\$21.10	17.93	\$23.39	19.88	\$23.66	20.11	\$19.47	16.54	\$16.13	13.71
17	\$19.11	16.24	\$19.40	16.49	\$19.68	16.72	\$21.23	18.04	\$23.52	19.99	\$23.80	20.23	\$19.58	16.64	\$16.24	13.80
18	\$19.24	16.35	\$19.51	16.58	\$19.80	16.83	\$21.34	18.13	\$23.62	20.07	\$23.91	20.32	\$19.70	16.74	\$16.37	13.91
19	\$19.34	16.43	\$19.64	16.69	\$19.90	16.91	\$21.44	18.22	\$23.74	20.17	\$24.01	20.40	\$19.82	16.84	\$16.47	13.99
20	\$19.46	16.54	\$19.75	16.78	\$20.02	17.01	\$21.58	18.34	\$23.86	20.28	\$24.14	20.51	\$19.93	16.94	\$16.59	14.10
21	\$19.58	16.64	\$19.86	16.88	\$20.15	17.12	\$21.69	18.43	\$23.97	20.37	\$24.25	20.61	\$20.04	17.03	\$16.71	14.20
22	\$19.70	16.74	\$19.98	16.98	\$20.25	17.21	\$21.80	18.53	\$24.09	20.47	\$24.36	20.70	\$20.17	17.14	\$16.82	14.29
23	\$19.81	16.83	\$20.08	17.06	\$20.37	17.31	\$21.92	18.63	\$24.20	20.57	\$24.49	20.81	\$20.27	17.22	\$16.93	14.39
24	\$19.91	16.92	\$20.20	17.17	\$20.47	17.39	\$22.02	18.71	\$24.32	20.67	\$24.59	20.90	\$20.38	17.32	\$17.05	14.49
25	\$20.04	17.03	\$20.32	17.27	\$20.60	17.51	\$22.14	18.81	\$24.43	20.76	\$24.70	20.99	\$20.51	17.43	\$17.17	14.59
26	\$20.16	17.13	\$20.43	17.36	\$20.71	17.60	\$22.26	18.92	\$24.54	20.85	\$24.82	21.09	\$20.61	17.51	\$17.29	14.69
27	\$20.26	17.22	\$20.54	17.45	\$20.82	17.69	\$22.37	19.01	\$24.64	20.94	\$24.93	21.19	\$20.73	17.62	\$17.39	14.78
28	\$20.37	17.31	\$20.64	17.54	\$20.93	17.79	\$22.47	19.09	\$24.76	21.04	\$25.03	21.27	\$20.83	17.70	\$17.49	14.86

SUPPORT STAFF SALARY SCHEDULE

Effective: July 1, 2011

L11
YEAR-2011

Old - Employees on the payroll before July 1, 2011
New - Employees on the payroll after July 1, 2011 (15% less)

STEP	System Support Tech		Obta Owens - Grandparented		Wayne Fornash - Grandparented		Lead System Support Tech; Network and Systems Engineer		Secretary - Class II		Office Manager (08-09)	
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New
	1	\$20.05	17.04	\$15.37	13.06	\$16.40	13.94	\$23.50	19.97	\$13.29	11.29	\$15.38
2	\$20.40	17.34	\$15.54	13.20	\$16.67	14.16	\$23.92	20.33	\$13.70	11.64	\$15.80	13.43
3	\$20.75	17.63	\$15.80	13.43	\$16.93	14.39	\$24.32	20.67	\$14.11	11.99	\$16.20	13.77
4	\$21.08	17.91	\$15.94	13.54	\$17.22	14.63	\$24.71	21.00	\$14.54	12.35	\$16.63	14.13
5	\$21.55	18.31	\$16.19	13.76	\$17.43	14.81	\$25.27	21.47	\$14.91	12.67	\$17.01	14.45
6	\$21.84	18.56	\$16.37	13.91	\$17.72	15.06	\$25.60	21.76	\$15.32	13.02	\$17.42	14.80
7	\$22.15	18.82	\$16.62	14.12	\$18.13	15.41	\$25.98	22.08	\$15.74	13.37	\$17.83	15.15
8	\$22.50	19.12	\$16.77	14.25	\$18.38	15.62	\$26.39	22.43	\$16.14	13.71	\$18.25	15.51
9	\$22.89	19.45	\$16.99	14.44	\$18.60	15.81	\$26.84	22.81	\$16.59	14.10	\$18.69	15.88
10	\$23.25	19.76	\$17.21	14.62	\$18.94	16.09	\$27.25	23.16	\$17.01	14.45	\$19.10	16.23
11	\$23.62	20.07	\$17.42	14.80	\$19.16	16.28	\$27.69	23.53	\$17.44	14.82	\$19.54	16.60
12	\$23.99	20.39	\$17.66	15.01	\$19.47	16.54	\$28.13	23.91	\$17.86	15.18	\$19.96	16.96
13	\$24.10	20.48	\$17.77	15.10	\$19.59	16.65	\$28.26	24.02	\$17.98	15.28	\$20.06	17.05
14	\$24.21	20.57	\$17.88	15.19	\$19.71	16.75	\$28.40	24.14	\$18.08	15.36	\$20.20	17.17
15	\$24.33	20.68	\$18.00	15.30	\$19.82	16.84	\$28.54	24.25	\$18.22	15.48	\$20.31	17.26
16	\$24.44	20.77	\$18.12	15.40	\$19.95	16.95	\$28.65	24.35	\$18.33	15.58	\$20.42	17.35
17	\$24.55	20.86	\$18.22	15.48	\$20.05	17.04	\$28.78	24.46	\$18.43	15.66	\$20.53	17.45
18	\$24.67	20.96	\$18.35	15.59	\$20.17	17.14	\$28.94	24.59	\$18.56	15.77	\$20.66	17.56
19	\$24.79	21.07	\$18.46	15.69	\$20.28	17.23	\$29.06	24.70	\$18.67	15.86	\$20.77	17.65
20	\$24.90	21.16	\$18.57	15.78	\$20.40	17.34	\$29.20	24.82	\$18.78	15.96	\$20.87	17.73
21	\$25.02	21.26	\$18.70	15.89	\$20.50	17.42	\$29.35	24.94	\$18.90	16.06	\$21.00	17.85
22	\$25.12	21.35	\$18.80	15.98	\$20.62	17.52	\$29.47	25.04	\$19.01	16.15	\$21.11	17.94
23	\$25.26	21.47	\$18.92	16.08	\$20.75	17.63	\$29.62	25.17	\$19.13	16.26	\$21.22	18.03
24	\$25.37	21.56	\$19.02	16.16	\$20.85	17.72	\$29.74	25.27	\$19.24	16.35	\$21.33	18.13
25	\$25.47	21.64	\$19.15	16.27	\$20.97	17.82	\$29.87	25.38	\$19.36	16.45	\$21.46	18.24
26	\$25.59	21.75	\$19.27	16.37	\$21.08	17.91	\$30.01	25.50	\$19.47	16.54	\$21.56	18.32
27	\$25.69	21.83	\$19.37	16.46	\$21.20	18.02	\$30.14	25.61	\$19.58	16.64	\$21.68	18.42
28	\$25.81	21.93	\$19.48	16.55	\$21.30	18.10	\$30.24	25.70	\$19.69	16.73	\$21.79	18.52

Lakota Local Schools

Support Grievance Form

NAME OF GRIEVANT _____

POSITION _____

DATE SUBMITTED _____

SCHOOL _____

NAME OF SUPERVISOR _____

GRIEVANT ACCOMPANIED BY: _____

Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.

(If additional space is needed, use other side.)

What remedy is sought?

DATE _____

GRIEVANT'S SIGNATURE _____

(SUPERVISOR'S RESPONSE ON BACK)

SECTION FOR PRINCIPAL:

DATE RECEIVED _____

In answer to grievance, include basis for decision.

Prepare four (4) copies of this form. Distribute as follows:

1. One original to supervisor's file
2. Copy to Superintendent and HR
3. Copy to Grievant
4. Copy to LSSA

DATE _____ PRINCIPAL'S SIGNATURE _____

APPEAL SECTION: I desire to appeal the above decision.

DATE _____ SIGNATURE OF APPELLANT _____



Support Staff Performance Appraisal

Employee Name: _____ Job Title: _____

Department/Building Name: _____ Self-Assmt Date: _____

Step 1: Employee Self-Assessment

In this step, the employee will assess his or her own proficiency at each skill within each success factor. After completing the self-assessment, the employee should pony, email or deliver a hard copy to his or her supervisor for completion.

Step 2: Reviewer/Supervisor Assessment

The reviewer completes this step by evaluating the employee's proficiency at each skill within each success factor. In the reviewer's comments the evaluator will provide specific feedback and/or comments related to the employee's performance. Feedback will be obtained by the reviewer from various pertinent sources such as Café Manager's, Head Custodian's, others, etc to ensure a quality evaluation. This is the area where the evaluator will highlight any achievements, missed opportunities, and any areas in need of development.

Please use the following scale for ratings and include any comments that are appropriate.

- *O = Outstanding Performance - This rating will only be used to identify areas of special strength or to recognize consistently exceptional performance
- *E = Exceeds District Standards - Employee goes above and beyond expected performance levels
- M = Meets District Standards - Employee consistently meets expectations
- *I = Improvement Recommended - Employee sometimes meets expectations however, has fallen short in some areas
- *U = Unsatisfactory Performance - Employee is consistently failing to meet the required expectations
- N/A = No chance to demonstrate or perform; too new in position or not applicable

* The Employee and Appraiser must provide written recommendations for any item marked with a *.

QUALITY OF WORK/JOB SKILLS	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Works well independently			
Consistently performs high quality work, takes pride in one's work and work is accurate, neat and complete			
Employee complies with his/her job description and is effective in the performance of his/her tasks			
Employee observes safety procedures in the performance of his/her tasks			
Employee has a thorough knowledge of the tasks to be performed			
Reviewer's Comments:			

ATTITUDE/INITIATIVE	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Desires to attain goals, achieve and self-improve while exhibiting self-motivation, ambition, initiative and adaptability to changing situations			
Is accepting of supervision; is willing to accept responsibility for ones work and actions; is able to accept and perform job duties			
Employee works to create a positive work environment			
Reviewer's Comments:			

ATTENDANCE/PUNCTUALITY	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee is compliant with assigned work hours arriving on-time and returning from lunches and breaks on-time			
Employee does not have a disproportionate number of absences on Monday and/or Friday and does not have a pattern of continuously exhausting accumulated sick leave			
Employee follows proper dept/bldg/district procedures for requesting/taking time off			
Reviewer's Comments:			

INTERPERSONAL RELATIONS/ CUSTOMER SERVICE	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee interacts professionally with co-workers, Administrators and external customers			
Employee fosters a teamwork approach in his/her day to day operation			
Employee responds to questions/inquiries in a timely fashion			
Employee maintains a professional appearance in the workplace			
Reviewer's Comments:			

QUANTITY OF WORK/TIME MANAGEMENT	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee demonstrates the ability to complete assigned tasks within the given deadlines			
Employee is a self-starter and maximizes use of time			
Employee plans and organizes his/her tasks in order to achieve good results			
Reviewer's Comments:			

Additional Supervisor Comments:

[Empty box for supervisor comments]

Check box if performance addendum sheet is being used and attach the completed sheet to this review.

Contract Recommendation (Follow LSSA Master Agreement)

Recommended for _____ Contract

(Please write in recommended contract based upon LSSA Master Agreement)

Recommended for Non-Renewal _____
(*Check if recommending non-renewal)

*You should have already had a discussion with HR before recommending any employee for non-renewal.

Signatures

Employee Signature Date Reviewer's Signature Date

I have read and received a copy of this document. (Signature does not necessarily signify agreement, only that the evaluation has been completed, discussed with me and that a copy of the evaluation was made available to me.)

If you would like to attach comments, please return your comments to the Human Resources department along with a copy to your immediate Supervisor within 5 calendar days.

Original Form - Personnel File
Cc: Employee
Supervisor

Lakota Local Schools
LSSA Sick Leave Bank Application for Use

Date _____

Employee ID Number _____

Printed Name _____

Base Location _____

Home Phone _____ Cell Phone _____

Home Address _____

1. Date of last day at work prior to illness _____
2. Date projected to return _____
3. Days requested _____
4. Number of days in contract _____

Explanation/Nature of illness _____

Note: A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis. Without the documentation, this application will not be considered. (The maximum number of days a bargaining unit member may request is 7% of the number of days his/her contract for the current contract year.)

Completed application along with medical stamen should be turned in to Human Resources.

For SBC use: _____ days have been approved

_____ Disapproved Reason _____

Authorized Signature