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STATE OF FLORIDA
HALL COUNTY BOARD

Agreement Between

The Orange Board of Education

and

**The Clerical and Educational Support Services Association
(CESSA)**

**Effective July 1, 2012
Through and Including June 30, 2015**

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ARTICLE I – RECOGNITION

The Board of Education of the Orange City School District (hereinafter same as “Board”) recognizes the Clerical and Educational Support Services Association (CESSA) (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for the members of the bargaining unit (hereafter “Unit Member” or “Unit Members”), which shall consist of all classified personnel in the work areas of: Administrative Assistants, Media Assistants, Paraprofessionals, Teachers’ Assistants, Clinical Health Assistants, Office Assistants, Services/Technician, and Receptionist/Switchboard. Excluded are positions in non-clerical transportation, custodial, maintenance, food service, payroll coordinator, accounts payable/benefits/payroll, and positions determined by the Board to be principally supervisory, confidential or management level as defined in Chapter 4117 of the Ohio Revised Code.

If any employee organization files petitions, with signatures of 50 percent of the bargaining unit, no earlier than 120 days prior to the expiration date of this Agreement, the Board shall cause an election to be held in accordance with the rules of the State Employees Relations Board, unless otherwise required by O.R.C. 4117 and then only to the extent the law or the regulations of the State Employees Relations Board so require, to determine which organizations, if any, shall be recognized as the exclusive representative and bargaining agent for the bargaining unit.

Recognition of the bargaining unit shall not prevent any member of the bargaining unit from presenting his/her views to the Board or Superintendent in accordance with law.

ARTICLE II – BOARD OF EDUCATION RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in O.R.C. 4117.08. These include:
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 service, 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.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by:
1. the specific and express terms of this contract and
 2. the Ohio Statutes;

and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE III – ASSOCIATION RIGHTS

The Clerical and Educational Support Services Association acting as the duly recognized sole and exclusive bargaining agent hereby retains and reserves unto itself all rights and responsibilities granted it by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to all of the rights identified in O.R.C. 4117. The Association's rights include:

- A. The right to meet with the Superintendent a minimum of four (4) times throughout the year and at any additional times at a call of the Association or the Board to review and discuss current school problems and practices. Such meetings shall be held at mutually agreeable dates and times.
- B. The right to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection.
- C. The right to represent all members of the bargaining unit.
- D. The right to bargain collectively with the Board to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreements, and enter into collective bargaining agreements.
- E. The right to present grievances and assist Unit Members to present grievances and have them adjusted and have the opportunity to be present at the adjustment of grievances for all members of the bargaining unit.
- F. The right to engage in a lawful strike within the limitations of O.R.C. 4117.

- G. In the case of appropriate building meetings or committees the principal shall offer the building representative the option of including an association member in such meetings or committees.
- H. The right to use the school buildings at all reasonable hours for meetings, provided arrangements are made with the building principal. When special custodial service is requested the Board may make a reasonable charge.
- I. The right to use without charge, specified bulletin boards, mailboxes and the use of the school courier system for the postings or transmission of Association matters.
- J. The right to reasonable use of appropriate school equipment and technology to carry out official Association responsibilities or the orderly conduct of school business.

ARTICLE IV – ASSOCIATION DUES DEDUCTION

In recognition of the bargaining agents service, all members of the bargaining unit who do not join CESSA shall pay a Fair Share Fee equal to the amount of the registration fee and the monthly dues.

The fee shall be paid in total in cash by September 30 of each year or the Board will automatically deduct the fee beginning with the October 15 payroll. The automatic deduction which does not require written authorization of the Unit Member shall follow the deduction schedule established for Association members and monthly Fee payments will be forwarded to the Association Treasurer by the Board Treasurer.

A Unit Member paying the Fair Share Fee shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association except the right to vote in elections of, to hold elective or appointed office or position in, or to participate in the governance of the Association or its affiliates.

By October 1 each year of the contract, the Association will supply the Treasurer with information for the current year's dues deductions, including Unit Member's names, assignments, and the total amount to be deducted from each pay, based upon twenty-four (24) equal bi-monthly deductions, starting with the first paycheck in October. The Board's obligation under this article shall cease in regard to any Unit Member who ceases to earn pay or who leaves the Board's employment.

Monthly dues shall be forwarded to the Association Treasurer by the Board Treasurer each month, along with the number of Unit Members having deductions.

Dues deductions shall not be provided for any other employee organization representing clerical and educational support services except the Association and its affiliates and affiliated organizations.

The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this Article.

ARTICLE V – EMPLOYMENT PROCEDURES

A. Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

B. C.E.S.S.A. Seniority

CESSA seniority shall be defined as service with the Board of Education in any CESSA position, and shall be computed from the latest date of hire. This will exclude any employment in a non-CESSA position with the Board of Education. An authorized leave of absence does not constitute an interruption in CESSA seniority. In cases of identical date of hire, the hour of hire shall prevail. Administration will provide the CESSA Seniority List to the President upon request.

C. Job Posting/Job Vacancy

When the Administration determines that a vacancy exists in a position covered by this agreement, either by creation of a new position, resignation or retirement, RIF, employee initiated transfer, Administration initiated transfer, Board approved leave, or dismissal, such opening shall be posted for five (5) week days in each building. Openings that occur when school is not in session shall be forwarded to the President of the Association. The job posting shall contain at minimum a brief description of the position, hours, classification and special job qualifications. When school is in session, postings will be delivered electronically via email to each Unit Member.

Unit Members should keep on file in the Human Resources Office their request for consideration of any position of which they may be interested. This file shall be purged each July 1.

D. Job Bidding

Applicants shall submit a written request for consideration of a job opening to the Human Resources Office. This request shall include the applicant's qualifications for the position. The Human Resources Office shall work with the appropriate administrator to schedule interviews with qualified candidates.

A request for consideration of any job opening shall not necessarily constitute or mean the same as a Unit Member Initiated Request for Change of Assignment or Transfer as per Article V, Section I.

E. Selection Procedure

The following procedure will be utilized in determining qualifications of the applicant:

- Personal interview with the appropriate administrator and, if appropriate, followed by an interview with the Director of Human Resources.
- Review of the work record and evaluations.
- Qualifications for the position according to job descriptions.
- Physical capability to perform the work assignment.
- What is in the best interest of the school district.
- Seniority as defined in this agreement.

The Association President will be notified in writing as to the Board's decision and all applicants will be notified in writing if and when the position has been filled.

F. Medical Examination

Upon initial employment each staff member shall present medically acceptable evidence of freedom from tuberculosis in a communicable stage based on the results from the Mantoux test or an appropriate medical test that the Board utilizes. Upon the recommendation of the Superintendent, the Board may require an appropriate examination at Board expense.

G. Fingerprinting

Fingerprinting is mandatory by state law for all new employees. Unit members in positions which require a license issued by the Ohio Department of Education are required to be fingerprinted as part of each license renewal application. Unit members in positions that do not require a license issued by Ohio Department of Education are required to undergo a fingerprint background check every five years. Should the results of the fingerprinting indicate violation of an offense(s) listed in the Ohio Revised Code that would prohibit employment, the Unit Member will be dismissed by Board action.

H. Assignments and Transfers

The following guidelines regarding change of assignment and transfer shall apply:

1. Unit Member Initiated Request for Change of Assignment or Transfer:
When a Unit Member desires a change of assignment or transfer the Unit Member shall submit a written request to the Human Resources Department. Following the written request, the Director of Human Resources shall meet with the Unit Member to discuss the request. The discussion will be based on the following criteria:

Selection Procedure's criteria will be utilized in determining the qualifications of the applicant as follows:

- Personal interview with the Director of Human Resources and if appropriate, followed by an interview with the appropriate administrator;
- Review of the work record and evaluations;
- Qualifications for the position according to job descriptions;
- Physical capability to perform the work assignment;
- What is in the best interest of the district; and
- Seniority.

The Director of Human Resources shall notify in writing the Unit Member and appropriate supervisor as to the approval or denial of the request.

2. Administration-Initiated Change of Assignment or Transfer

- A. When it is necessary to effect change of assignment within the system due to a RIF or administrative change not due to disciplinary action, the Director of Human Resources shall first meet with the Unit Member(s) concerned in a formal meeting. If a change of assignment is made, there shall be no reduction in per diem pay and such assignment change shall be executed by letter at least five (5) work days prior to the effective date of transfer from the Director of Human Resources to the Unit Member and the Association President. In the case of paraprofessionals, the aforementioned process may occur through the Director of Student Support Services.
- B. When a Unit Member's problem is the cause of a necessary transfer, the Director of Human Resources shall meet with the Unit Member(s) to discuss the transfer and the reason for such action. The Unit Member(s) shall be given the opportunity to correct the alleged problem pursuant to the provision of Article VII, Item C. If such a transfer takes place, the new salary will be based on the new classification following the transfer. However, if a clear and persistent danger to life or property exists, such transfer may be immediate.

I. Notification of the Appointment

All final applicants, those interviewed for job openings, will be notified in writing as to the final decision regarding the filling of the position.

J. Reduction in Forces

When, by reasons of decreased enrollment, budgetary constraints, return to duty of regular Unit Members after leaves of absence, and other circumstances, the Board of Education determines that it is necessary to make a reduction in the number of support staff Unit Members the following procedures shall apply:

1. The Board of Education through its administrative representatives shall determine in which classifications the reduction in force should occur and the number of Unit Members to be reduced. In the classification affected, Unit Members in their probationary period of 90 days shall be reduced before any Unit Member in that classification employed under regular contract.
2. The number of Unit Members affected by reduction in force will be kept to a minimum by not hiring, employing, reassigning or contracting with replacements, and via attrition of Unit Members who resign, retire or otherwise vacate a position.
3. A Unit Member affected due to a reduction in force or the abolishment of a position has the right to first accept a transfer of assignment by bumping the least senior Unit Member, if any, within his or her specific job classification, if qualified, according to the job responsibilities as detailed by the supervisor.
4. A Unit Member in a higher job classification, if qualified, according to the job responsibilities as detailed by the supervisor, may bump the least senior Unit Member in a lower job classification who holds less seniority than the affected member. Job classifications are ranked with Class 1 being considered the highest and lower classification numbers to follow.
5. When bumping into a new classification, a Unit Member will be placed on the same salary step of his or her previous classification. A Unit Member who chooses not to bump in a lower classification shall only be recalled in the classification he/she vacated.
6. A Unit Member, when bumped or RIF'ed, will go on the Recall List.
7. The Seniority List shall be used in this reduction in force policy. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education computed from the latest date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. In cases of identical date of seniority, the hour of hire shall prevail. The most senior member shall be placed in the first position on the Recall List and the other members will follow in order of the most to the least seniority. As vacancies occur, the first member on the list will be offered the first opportunity of recall for which they are qualified with others, based upon qualifications, to follow in the order of the Recall List.
8. Written notice shall be given to each Unit Member to be reduced at least 30 calendar days prior to the effective date of Board of Education action in that particular reduction in force. Included in the written notification shall be a

statement advising the Unit Member of his or her rights of recall.

K. Recall Policy

Unit Members whose employment is not being continued under the provisions of the Clerical and Educational Support Association (CESSA) agreement, shall have recall rights in the order of seniority.

The following guidelines shall apply:

1. The Director of Human Resources shall maintain a recall list. Such list shall contain the names and basic information on Unit Members whose contracts were suspended under the Reduction in Force Policy. The ranking in the register shall be determined by seniority. The list will be used to fill future vacancies so that a Unit Member whose contract has been suspended may be offered a position which becomes vacant, provided that Unit Member is presently qualified for the position according to the job description for the vacant position. The Unit Member will be kept on the recall list for a period of twenty-four (24) months from the date of the Unit Member's reduction.
2. When vacancies occur such notification shall be sent electronically and by certified mail to the last known addresses of the Unit Member. The Unit Member is responsible for keeping his or her addresses up-to-date with the Director of Human Resources.
3. The Director of Human Resources must be notified, in writing, within ten (10) days from the Unit Member's receipt of the vacancy notice of the Unit Member's acceptance or rejection of the position. Any Unit Member who declines a recall vacancy position which he or she held previously shall be permanently removed from the Recall List.

L. Supplementals

Unit members shall be notified annually by electronic posting of all supplemental contract vacancies.

ARTICLE VI – CONDITIONS OF EMPLOYMENT

A. Contracts

Upon successful completion of the ninety (90) working day probationary period, the appointment becomes permanent. A Unit Member's per diem rate of pay may not be reduced, except under Article V, Section I, 2b, Administrative Initiated Change of Assignment or Transfer, and that Unit Member may not be suspended or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty or any other failure of good behavior and other acts of misfeasance, malfeasance or nonfeasance.

1. Contract Year:

The contract work year shall be July 1 through June 30.

2. Termination of Contracts - Resignations:

The contracts, as provided for in this section, may be terminated by a majority vote of the Board of Education only for gross inefficiency, immorality, or willful violation of regulations of the Board of Education, or other good and just cause.

A Unit Member may terminate their contract by resignation of employment two (2) weeks subsequent to the filing of a written notice of such termination with the s Office.

3. Salary Notification:

Adjusted salary, when granted and approved, shall be included in a salary notification form issued annually prior to the start of the new school year by the Human Resources Office.

B. Classifications

<u>Classification</u>	<u>Contract Length</u>	<u>Job Title</u>
Class 1	247 Days	Technical Services/Print Operator Receptionist/Switchboard
Class 2	230 Days	Educational Programs Director's Administrative Assistant Athletic Director's Administrative Assistant** Transportation Department Administrative Assistant Student Support Services Director's Administrative Assistant Administrative Assistant to High School Principal (eff. July 1, 2013) Communications Department Assistant
Class 3	214 Days	Administrative Assistant to High School Principal (2012-2013 only) High School Registrar
Class 4	214 Days	Middle School, Elementary School and Gund School Administrative Assistant to Principal
Class 5	214 Days	High School, Middle School, and Elementary School Administrative Assistant to Assistant Principal(s) High School Guidance Department Administrative Assistant Technology Department Administrative Assistant Facilities Associate District Desktop Publishing
Class 6	195 Days	Orange Inclusive Preschool Administrative Assistant to Special Education Coordinator Office Assistants, Media Assistants, Teacher Assistants, and Guidance Assistants
Class 7	183 Days	Paraprofessionals
Class 8	183 Days	Office Assistants, Media Assistants, Teacher Assistants, Teacher Aides, and Hall Monitors

Should a CESSA Unit Member make a request for reclassification consideration, deliberation for any such request will be made by the CESSA President, the Director of Human Resources, the Administrator responsible for the supervision of the CESSA member making the request, and if applicable, any other individual the committee may identify as a resource person.

**Upon the retirement or resignation of the current Athletic Coordinator's Administrative Assistant, that position will move from Class 2 to Class 3.

C. Contract Year Work Days

Unit Members working in the classification Class 1 shall work a total of 247 days per contract year.

Unit Members working in the classification Class 2 shall work a total of 230 days per contract year. Days off should have prior approval of the Unit Member's immediate supervisor.

Unit Members working in the classifications Class 3, Class 4, and Class 5, shall work approximately three (3) weeks prior to the opening of school and two (2) weeks following the close of school or as determined by immediate supervisor for a total of 214 days per contract year.

Unit Members working in the classifications Class 6 shall work approximately one (1) week prior to the opening of school, and one (1) week following the close of school or as determined by immediate supervisor for a total of 195 days per contract year.

Unit Members working in the classifications Class 7 and Class 8 shall work a total of 183 days per contract year as determined by immediate supervisor.

Any proposed changes in daily schedules by the Board of Education shall be presented to the Association prior to the beginning of the next fiscal year.

Prior to the conclusion of each fiscal year (June 30), each Unit Member shall submit a calendar to the Building Administrator showing actual work days worked.

D. Observed Holidays

When the following holidays fall within the contract work year as established by the Board of Education, the day shall be observed as a non-work day:

Labor Day

NEOEA Day

Rosh Hashana

Yom Kippur

Thanksgiving

The day following Thanksgiving

Christmas

When Christmas falls on Saturday or Sunday, all 230 and 247 day employees shall have the preceding Friday and the following Monday off. When Christmas falls on a Monday, all 230 and 247 day employees shall have Christmas Day and the following Tuesday off. When Christmas falls on Tuesday through Friday, all 230 and 247 day employees shall have Christmas Day and the preceding day off.

New Year's Day

When New Year's Day falls on Saturday, all 230 and 247 day employees shall have the preceding Friday off. When New Year's Day falls on Sunday, all 230 and 247 day employees shall have the following Monday off.

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day (as determined by the State of Ohio)

Independence Day

When Independence Day falls on Saturday, all 230 and 247 day employees shall have the preceding Friday off. When Independence Day falls on Sunday, all 230 and 247 day employees shall have the following Monday off.

CESSA Unit Members will be able to leave fifteen (15) minutes after the students have been dismissed from the building on the day before Thanksgiving Break. Central office personnel will leave fifteen (15) minutes after the last building dismisses.

E. Work Week

Hours of work will be established in June of each year of the Contract for each job and/or position and any changes in daily schedules by the Board of Education will be presented to the Association prior to the beginning of the next fiscal year. Vacation periods for 247 day Unit Members will be approved by the immediate supervisor and/or the Director of Human Resources. 183 day Unit Members must work when students are scheduled for classes. 195 day Unit Members will work approximately one additional week prior to the opening of school and one week following the close of school for a total of 195 days. 214 day Unit Members will work approximately three weeks prior to the opening of school and two weeks following the close of school for a total of 214 days. 230 day Unit Members will work a total of 230 days as determined by his/her immediate supervisor.

All Unit Member employees are to work 7 ¾ hours per day – lunch is not included in this time. Any ongoing alteration in the scheduled 7 ¾ hours of the work day will be authorized by the building administrator. This would apply to Unit Members with job assignments that require differing responsibilities (ex. paraprofessionals). A Unit Member may not leave early in lieu of a lunch period except in the case of Unit Members who are required to give up their half hour duty free lunch period. Paraprofessionals who are required to supervise their student(s) during the student lunch period and are not getting a duty-free lunch of their own, will have their half hour lunch period included in the 7 ¾ hour work day.

Summer work hours will be 7 1/2 hours daily (including lunch and two 15 minute breaks) beginning the day after the last student work day until the first teacher work day.

Gund School: Due to the nature of the student population and facility availability, all Unit Members employed at Gund School shall work an altered schedule as determined by the building principal.

F. Break Time

All Unit Members shall be entitled to a fifteen (15) minute break before lunch and a fifteen (15) minute break after lunch. The building principal or their designee is responsible for arranging coverage if needed during a Unit Member's break time. The time of the break shall be mutually determined by the Unit Member and the building principal or their designee. The fifteen (15) minute morning break and the fifteen (15) minute afternoon break, not taken, may not be deducted from the end of the workday. A Unit Member may not leave early in lieu of a morning or afternoon break period. In other words, Unit Members must not end the workday until the end of 7-3/4 hours.

Gund School: Unit Member breaks and lunch time at Gund School shall be mutually determined between the Unit Member and building principal due to the altered schedule, nature of the student population, and facility availability.

G. School Staff Meetings

When the building principal deems it necessary that Unit Members attend periodic staff meetings, the meeting(s) will be scheduled within the Unit Members regular work hours to the greatest extent possible. If necessary, to meet compliance and/or professional development needs, meetings may be held outside the contractual day, but not to exceed 30 minutes beyond the contractual day. Every effort will be made not to exceed two meetings per school year.

H. Overtime Remuneration

Unit Member shall be paid overtime at the rate of one and one-half (1-1/2) times their regular hourly rate. All overtime will need prior approval by the appropriate administrator.

I. Travel Time

When a Unit Member is assigned to travel between buildings, the building in which the Unit Member is assigned for evaluation shall be the Unit Member's home building for the purposes of routine and daily operations, e.g., staff meetings, conferences, open house and compensation days. The sharing administrators will collaborate with the traveling unit member to determine adequate travel time between buildings.

J. Sick Leave

Each Unit Member shall be entitled to fifteen (15) days of sick leave with pay for each year under contract which shall be credited at a rate of 1 1/4 days per month. Sick leave shall be paid according to the scheduled hours of work up to 7 3/4 per day. Sick leave may be used for absence due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to others. Each Unit Member who has fewer than five (5) days sick leave credit may, upon request to the Director of Human Resources, be advanced up to five days from their future accumulation at the beginning of a school year, if requested. Unit members shall utilize the district's electronic absence management system ie. AESOP.

Accumulation of Sick Days

Sick leave shall be cumulative without limit. Accumulated sick leave balances will be reflected in paycheck stubs.

Sick Leave Donation

A Unit Member may donate accumulated sick day to another Unit Member who has run out of sick days. (Form 9999). The Unit Member receiving the donated sick days may be entitled to no more than thirty (30) donated days per an initial request. A request of up to twenty (20) additional days may be submitted to the Director of Human Resources and the President of CESSA for review. Any unused donated sick days will be returned to the donor.

1. Bargaining Unit Members whose sick leave has been depleted by intermittent use not associated with a serious illness, care of an immediate family member or other documented reason shall not qualify for this benefit.
2. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Director of Human Resources or their designee. The Unit Member may appeal the decision to the Superintendent.

Statement of Reason for Sick Leave Request

It is the responsibility of the Unit Member to furnish the Human Resources Office with a written statement giving the reason for absence in order that sick leave may be granted. Falsification of this statement may be grounds for disciplinary action up to and including dismissal. When deemed necessary, the Director of Human Resources may require the Unit Member to present a certificate from a doctor certifying the dates that the physician was consulted. Absence chargeable to sick leave to care for members of the family shall be limited to a parent, unmarried child, spouse, or as approved by the Director of Human Resources or their designee. The Unit Member may appeal the decision to the superintendent.

K. Leave for Funerals

Absence, not to exceed five (5) days and not to be taken from sick days and/or personal days, will be granted without salary deduction when the death occurs within the immediate family (immediate family includes spouse, children or step-children, grandchildren, siblings, parents or step-parents, or grandparents of Unit Member or spouse's family), or an absence, not to exceed three (3) days, will be granted when death occurs to immediate relative. (Immediate relative refers to the Unit Member's uncle, aunt, step-grandchild or step-grandparents or a similar relative of the Unit Member's spouse, as the case may be.)

L. Special Personal Leave

A maximum of three (3) Special Personal Leave Days per contract year will be granted to Unit Members for situations of a personal emergency nature over which the Unit Member has no control. These days are not accumulated from contract year to contract year nor may they be deducted from sick leave.

Any unused personal days shall be rolled over to accumulated sick days.

Reasons Valid for Special Personal Leave shall include but are not limited to:

1. weddings;
2. religious holidays;
3. graduations;
4. legal transactions or legal matters;
5. unsafe travel conditions;
6. emergency situations;
7. transporting child to and from college;
8. funeral of unrelated persons; and
9. should an unusual or atypical request be made, the Superintendent of Schools shall have the final determination as to whether the request shall be accepted as valid or invalid.

Out of the three (3) personal days one (1) to be unrestricted at the option of the Unit Member.

Reasons NOT Valid for Personal Leave include:

1. gainful employment or making application therefore;
2. recreation or vacations;
3. the day prior to or following school holidays and scheduled breaks;
4. Mondays or Fridays in May and June while school is in session; for exceptions, reason must be provided for administrative consideration;
5. accompanying spouse on business trip;
6. family reunions; and
7. medical or dental appointments already covered under sick leave.

Notification of Special Personal Leave

Notification of Special Personal Leave shall be made utilizing the district's electronic management system at least one week prior to the requested date of leave. This form shall include a statement to be signed by the applicant that the leave is in conformity with the policy. In the event of an emergency where advance application cannot be made, every attempt must be made to notify the appropriate administrator. Submission of an application for leave should follow the Unit Member's return. The Director of Human Resources may grant an exception to this notification requirement due to emergency situations.

If Special Personal Leave is requested for reasons other than those specified, the Director of Human Resources shall review each application to determine if the requested absence is necessary due to an emergency situation over which the Unit Member has no control. If the situation is either not an "emergency" or if it is one over which the Unit Member does have control by making other reasonable arrangements, then the absence shall not qualify for Special Personal Leave.

The Director of Human Resources shall make prompt disposition of the application and notice forwarded to the applicant and appropriate administrator, and a record made for applicant's personnel file. Normally, added Special Personal Leave is not permissible. An exception may be granted by the Superintendent upon establishment of just cause.

Evidence indicating to the Board of Education that leave with pay privileges has been abused may be considered as just cause for disciplinary action up to and including dismissal. In the event that the administrator determines that the Special Personal Leave day is not in compliance with this provision, the day will be considered an unpaid absence and a per diem deduction will be made accordingly from the Unit Member's salary.

M. Parental Leave

A Unit Member, upon birth or adoption, is granted ten (10) days of paid Parental Leave not taken from sick days. In addition, the Unit Member may then elect to request paid sick leave on the same terms that sick leave is available for any other condition.

N. Association Leave

Absence of an employee, when occasioned by attendance at an employee organization meeting or convention, may be permitted with regular pay. During any contract year, representation shall not exceed two (2) per conference nor a total of more than four (4) scheduled work days. The allowed days will not be deducted from either the employee's Personal Leave or Sick Leave. In this instance, the application shall bear the signature of the applicant and the President of the local organization and shall be forwarded through the building principal or supervisor to the Human Resources Office. (See Form 3000).

O. Professional Leave

In the spirit of professional growth, each Unit Member is urged to take an active part in professional meetings in his/her field of employment. The appropriate administrator is authorized to grant permission for attendance at professional meetings, visits to other schools and attendance at other inservice activities and is further authorized to allow travel expenses for such visitations. (See Form 3000).

P. Jury Duty

An employee who is absent from duty for jury service or to service as a witness under subpoena in litigation in which neither the employee nor a member of his/her immediate family is a party shall be granted leave without loss of pay or other leave for such service. The employee shall not be required to remit to the Board any fee, expense, or other compensation received for such services as a juror or witness. The employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave. An employee who participates on non-working days on behalf of the Board in school related litigation shall be compensated at her/his respective per diem rate for each day of such service.

If a Unit Member is called for jury duty during his/her non-contract work period and he/she delays the jury service until such time that he/she is on-contract work period, then said Unit Member will receive no pay from the Orange Board of Education for the time on jury.

Q. Leave of Absence

A leave of absence, without pay, may be granted upon the recommendation of the Superintendent to a Unit Member for educational purposes and for personal reasons. This leave may only be granted within the employee's contract period.

1. Upon the Superintendent's recommendation, a leave of absence of one year or less may be granted by the Board of Education if a suitable replacement can be found for the term of the leave.
2. Unit Members shall pay 102% (100% benefits +2% administrative costs) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life insurance will not be offered to employees on leave of absence.
3. On or before April 1 of the school year of the leave of absence, the individual on leave must inform the Superintendent in writing his/her intention for the coming school year.

R. Medical Leave of Absence

Upon written request and with appropriate medical certification, the Board may grant a Unit Member on continuing contract up to a one (1) year Medical Leave of Absence.

Unit Members shall pay 102% (100% benefits +2% administrative costs) of all benefits while on a Medical Leave of Absence. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life insurance will not be offered to employees on Medical Leave of Absence.

On or before April 1, of the school year of the Medical Leave of Absence, the Unit Member on leave must inform the Director of Human Resources in writing of his/her intention for the coming school year.

An employer may require medical certification to support a request for leave because of a serious health condition, and may require a second opinion from a Board certified physician (at the employer's expense). If a conflict arises from the second opinion physician, a Unit Member may be referred to a Board certified physician approved by both the employee's doctor and the doctor assigned by the Board. The decision of this physician shall be binding.

S. Family and Medical Leave of Absence

The Board will comply with the Family and Medical Leave Act of 1993 which provides up to twelve (12) weeks of unpaid, job-protected leave to Unit Members who have worked for a covered employer for at least one year, and for 1250 hours over the previous twelve (12)

months to care for a spouse, son or daughter, or parent who has a serious health condition, a child after birth, or placement for adoption or foster care, and for a serious health condition that makes the Unit Member unable to perform the Unit Member's job.

If there is a conflict between this contract and the Act, the Act will control. However, to the extent that this contract provides more generous benefits, those benefits will not reduce because of the Act.

T. Absences

All Unit Members are responsible for reporting any absence on a daily basis via the district's electronic absence management system. In the case of a Unit Member being late, whenever possible the Unit Member should phone in to his or her appropriate administrator.

U. Substitutes

An outside substitute shall be arranged by the building administrator in advance of any prearranged long-term absence, including vacations. The building administrator has the right to move Unit Members and the substitute to fill the absence in the best way.

On the first day of absence, the building administrator shall make every effort to arrange for an outside substitute. The building administrator has the right to move Unit Members and the substitute to fill the absence in the best way.

For an unexpected absence, the Unit Member shall utilize the district's electronic absence management system or after the building's automated cutoff time, contact the building's designated absence administrator. The building administrator has the right to move Unit Members and the substitute to fill the absence in the best way.

V. Special Education Substitute Period

Whenever an absence of the Special Education classroom teacher occurs, the building administrator shall make every effort to arrange for a qualified substitute.

W. Assault Leave

Assault is defined as the intentional, knowing or reckless causation of physical harm to the employee by any other person. This Article is also intended to apply to injuries suffered by the employee during the course, or as a result, of an assault upon third person(s). If, as a result of job related activities, a Unit Member is assaulted, resulting in physical injury to preclude the satisfactory performance of regular duties, the Unit Member shall be granted leave not taken from sick leave or personal leave for the period of incapacitation, if the assaulted Unit Member files a police report and provides such support as may be requested by the authorities. In the case of injury or visible disfigurement which causes embarrassment to the Unit Member, Assault Leave shall be granted.

Payment of Assault Leave shall be at the Unit Member(s) per diem rate in effect for such employee at the time of such assault, less any compensation to which the employee is entitled under the Workers' Compensation Act of Ohio. If court action results, said Unit Member shall be granted Assault Leave of professional duties not taken from sick leave or personal leave with no loss of pay for necessary time in court.

A Unit Member temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident if during the same school year or a position of equivalent pay and equivalent duties if the return is during the next school year. If the Unit Member so desires, a transfer to the first available position carrying equivalent pay and equivalent professional duties, for which the Unit Member is qualified will be granted.

X. Emergency Closings

1. Weather Conditions

Unit Members are expected to report to their normal assignments unless notified. Naturally, a Unit Member living in an area where weather conditions are hazardous would not be expected to be at work until such conditions have improved. It is the responsibility of the Unit Member to immediately report such hazardous conditions to their appropriate administrator. Should it be necessary for the Superintendent or designee to require certain vital service personnel to report to work, that Unit Member will be individually contacted by the Superintendent or his/her designee.

2. Other Than Weather Conditions

If hazardous conditions do not exist and school is closed due to mechanical failure to buses, driver-related difficulties, or individual building problems, all CESSA Unit Members are expected to report to work as usual unless otherwise notified.

If, after a period of two (2) hours the Superintendent or his/her designee determines it is not possible to perform the duties for which the Unit Member is responsible, the Unit Member shall be released for the day with no loss in pay.

Y. Drug Testing

For employees hired on and after July 1, 2005, the District may require pre-employment testing for usage of illegal drugs. Further, any Unit Member who may have caused or contributed to an on-the-job accident, as defined below, shall be required to submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of Board business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting Board business, or within the scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident.
- b. Bodily injury requiring off-site medical attention away from the employer's place of employment.

- c. Vehicular damage in apparent excess of \$2,500, or
- d. Non-vehicular damage in apparent excess of \$2,500.

A Unit Member who tests positive shall be assisted in accordance with Board Policy #4170.01 (Employee Assistance Program).

Unit Members who are subject to discipline, as a result of drug or alcohol use, shall retain all due process, rebuttal, and other civil and contractual rights and are entitled to contest the discipline through the Grievance Procedure, or if they contend a violation of this Article and its application, are entitled to contest the misapplication or misinterpretation through the Grievance Procedure of the Contract.

Z. Health and Safety

1. Maintenance of Health and Safety

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that may cause serious physical harm to employees. The Board or its designee shall provide a written response to any health concern issues received in writing from any member within ten (10) working days of receipt of said concern. A copy of the response shall be provided to the Association President. The Board retains exclusive authority to adopt and implement policies and procedures required by ORC Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.

2. Notification

- a. Except for a condition which the Unit Member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her or others, a Unit Member must report an alleged health or safety violation to his/her supervisor within two (2) work days of the alleged violation.
- b. Before exercising his/her right to refuse to work because of a condition which the Unit Member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her or others, the Unit Member must immediately notify his/her supervisor of the condition. The Unit Member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

4. Health Supplies

- a. The Board shall ensure that in the main office of each building there shall be adequate first aid kit(s) which shall be maintained.
- b. The Board shall provide every building an adequate supply of disposable rubber gloves.

ARTICLE VII – PERFORMANCE

A. Job Descriptions

Upon employment, the Unit Member shall receive a copy of his/her job description. The immediate supervisor, with input from the Unit Member, may write a job description that details the duties, expectations and responsibilities of the assignment. The Unit Member will have the opportunity to review his/her job description with the immediate supervisor and/or appropriate administrator upon request. Job descriptions for each position covered within the scope of this agreement shall be available in the Human Resources Office.

Unit Members shall not be requested or required to type or otherwise process or complete Professional Development Plans or any other private material for anyone on school time.

No Unit Member will be asked or expected to perform duties inconsistent with their respective job description.

Unit Members will not be required to use personal vehicles for school banking off campus. A Unit Member will receive mileage reimbursement based on Board of Education Policy # 4440 for using personal vehicles for school banking.

B. Evaluations

1. Evaluations shall occur for all Unit Members once a year. The evaluation is to be completed and forwarded to the Human Resources Office by April 10th. New employees shall be evaluated within the ninety (90) working day probation period. New employees during their probationary period will not be afforded the rights and privileges of the grievance process and may be terminated by the Board.
2. The evaluation shall be reviewed with the Unit Member and the appropriate administrator or Coordinator. An additional written evaluation may be requested by the Unit Member or appropriate administrator anytime before the end of the contract year.

C. Assistance for Improvement

Where indications of unsatisfactory performance by the Unit Member are available to the administration, the administration will give said Unit Member a fair chance to improve his/her performance to a satisfactory level through early notification of deficiencies and recommendations for improvement.

The appropriate administrator shall meet with the Unit Member to cooperatively develop a written plan of assistance for improvement with specific directives to be accomplished. The time line is to be determined by the administrator and employee based on the nature of the deficiency.

The appropriate administrator and the Unit Member will meet at pre-arranged intervals to discuss the Unit Member's progress. The Unit Member may be accompanied by a representative of his/her choice to all meetings and conferences related to the plan of assistance for improvement.

D. Disciplinary Action

It is recognized that the administration reserves and has the right to progressively discipline bargaining Unit Members for just cause. Discipline may include warnings, reprimands, suspension and/or discharge. In the case of suspension, that employee may be replaced by a temporary employee. Unit Members will be given a written notice prior to any meeting held for disciplinary action. Copies of all warnings and reprimands placed in the personnel file shall be furnished to the Unit Member. The appropriate administrator may discuss the Unit Member's work record privately with the Unit Member or, if the Unit Member desires, he/she shall be entitled to have a representative present.

E. Personnel File

Unit Members shall have the right to review their personnel file in the Human Resources Office on any regular scheduled workday from 8:00 a.m. to 4:00 p.m. at a time when the Unit Member is not scheduled to be working. He or she shall also have the right to review their personnel file with a representative and also delegate that right through written permission. The file shall be reviewed in the presence of an appropriate administrator. Any material in the personnel file can be copied using Central Office equipment with the Unit Member paying ten cents (.10) for each sheet copied. The above shall exclude letters of recommendations and materials relating to events which occurred prior to employment.

ARTICLE VIII – PROFESSIONAL DEVELOPMENT

A. Clerical and Educational Support Staff Professional Development Plan

1. The objective of the Plan is to attain maximum development of the Unit Member staff to benefit both the educational program as well as the individual participant in the plan.
2. The Plan
 - (a) The Unit Member creates a Plan for his/her own professional development and submits an application to the Principal or Central Office Administrator.
(Application Form - Form No. 6000)

- (b) Discussions related to the Plan occur between the appropriate administrator and the Unit Member on an on-going basis throughout the school year as needed.
 - (c) The final evaluation shall be scheduled at a mutually agreed upon time and a written summary prepared by the Unit Member participating in the Plan. (Form No. 6001).
3. Procedures for Participation (applications may be submitted as early as June but not later than October 31).
- (a) A Unit Member who desires to participate in the Plan prepares an application and submits it to the appropriate administrator. (2, (a) above)
 - (b) The Unit Member prepares a written statement of his/her Professional Development Plan as related to 3, (a). The points of the Plan are discussed with the appropriate administrator and together they mutually agree on guidelines and goals to be accomplished with the time lines as appropriate.
 - (c) A predetermination of a possible goal level will be indicated following mutual agreement upon the program goals. It is further understood that even though predetermination of a level takes place, that predetermination may be adjusted if the PDP is completed beyond agreed-upon expectations and/or if PDP is not achieved as expected.
 - (d) It is the responsibility of the Plan participant and the appropriate administrator to initiate appropriate discussions, if needed, during the school year. The Unit Member may initiate a discussion as he/she desires.
 - (e) The Plan participant and the appropriate administrator meet during April/May for a final conference and evaluation of the plan. A mutually agreed upon summary of the results of the Professional Development Plan is to be prepared by the Unit Member and submitted to the appropriate administrator. Included in this summation should be agreed-upon plans for the Unit Member's future training and development. (Form No. 6001)
 - (f) Following the final summary, the building administrator shall meet with the Director of Human Resources or Superintendent to review the plan and to determine the Professional Development Plan Award. One copy of the final plan summary shall be returned to the Plan participant and one to the building administrator; the original copy shall be placed in the individual's personnel file.
4. The PDP remuneration will be for the current contract year and will be in effect only one year. Final documentation must be received in the Human Resources Office no later than May 15, with the stipend awarded in the June 30, pay. The lump sum payment will have the following standard deductions taken out: 20% federal, 3 1/2% state and applicable city taxes. The stipend range will be \$600.00 - \$1,000.00.

5. All past PDP plans including 1990-91 PDP's will be grandfathered.

B. Professional Growth

The Orange Board of Education hopes to create an atmosphere where professional standards are high and professional growth is continuous. Education is constantly changing and growing and through formal/informal educational experiences one can better keep pace. Participation in workshops, schooling, in-service or activities that offer the opportunity for professional growth is greatly encouraged.

C. Training

Unit Members shall participate and become certified in facility/building approved seclusion and restraint training, emergency response training, and/or any other training as may be required for the position. The district shall provide required training, during the Unit Member's work day and shall cover the cost of such training. If a Unit Member is not able to attend district provided training, the Unit Member must locate equivalent training to be paid for by the district up to the cost of the district provided training.

ARTICLE IX – SALARY SCHEDULE

A. Determination of Daily Rate

The daily rate of pay (per diem) of each Unit Member under contract shall be determined by dividing his/her salary (base salary, plus any grandfathered PDP, plus longevity stipend) by the number of days in the contract year, according to their classification.

B. Salaried Pay Periods

All CESSA salaries shall be paid on a 12 month basis. All salaried support staff personnel shall be paid the 15th and 30th of each month, except for February, when the end of the month pay date shall be the last working day of the month. The pay period shall cover the first day of the month to the fifteenth day and the sixteenth day to the end of the month. Should the pay date fall on either Saturday or Sunday the pay date shall be on the previous Friday of that week.

C. Base Salary Increase

A 0% salary increase above the 7/1/11 salary schedule will take effect 7/1/12. Unit Members on a frozen step will receive a one-time 1.25% stipend on their 2011-2012 salary.

A 1.8% salary increase above the 7/1/12 salary schedule will take effect 7/1/13.

A 1.9% salary increase above the 7/1/13 salary schedule will take effect 7/1/14.

D. Salary Notification

Adjusted salary, when granted and approved, shall be included in a salary notification form issued annually prior to the start of the new school year by the Human Resources Office.

E. Direct Deposit

Beginning January 1, 2013 all Unit Members will receive their semi-monthly pay through the District's direct deposit payroll program. Direct deposit notifications will be sent to the Unit Member via their school email account unless an alternative email address is provided in writing. Should a Unit Member have reason to opt out of the district direct deposit payroll program, the Unit Member must submit written notification to the Treasurer's office.

F. Payroll Deduction

Payroll deductions shall be made for the following items:

- withholding taxes according to information contained on the exemption certificate filed with the Treasurer
- retirement
- unauthorized absence
- dues for Unit Members as provided for in Article IV of this agreement
- other purposes which fall within legal bounds (i.e.. child support, garnishments, IRS liens, etc.)

Payroll deductions of equal bimonthly amount may be made for the following items:

- 125 Flexible Benefits Plan
- board approved fringe benefits according to Unit Member's enrollment
- credit union deposits according to Unit Member's written authorization
- annuity payments according to Unit Member's written authorization

Any deductions not specifically itemized in this Section may be made with the Unit Member's and Treasurer's prior written authorization only.

ARTICLE X – FRINGE BENEFITS

A. Years of Service

For the purpose of determining full years of employment service credit in the Orange Schools, the following shall be applicable for the areas of step advances, vacation and longevity salary:

Unit Members working 247 days per contract year shall be given a full year of service credit for a specific contract year (July 1 to June 30) when they have completed 170 days of work during that contract year.

Unit Members working 230 days per contract year shall be given a full year of service credit for a specific contract year (July 1 to June 30) when they have completed 165 days of work during that contract year.

Unit Members working 214 days per contract year shall be given a full year of service credit for a specific contract year (July 1 to June 30) when they have completed 150 days of work during that contract year.

Unit Members working 195 or 183 days per contract year shall be given a full year of service credit for a specific contract year (July 1 to June 30) when they have completed 130 days of work during that contract year.

B. Vacation Schedule - 247 Day Unit Members

Yearly vacation credit for full-time 247 day Unit Members shall be earned at the rate of one day per month. Actual work days shall not exceed 235 work days in one contract year.

Beginning in their 10th year of employment with the Orange Board of Education, an additional five (5) vacation days (time off) will be given to the 247 day Unit Member. Actual work days shall not exceed 230 work days in one contract year.

Vacation periods for 247 day Unit Members will be approved by the immediate supervisor and/or the Director of Human Resources.

C. Longevity Schedule

Unit Members are eligible to receive longevity pay based on the following schedule:

Beginning in their 5th year of employment with the Orange Board of Education, all full-time Unit Members will receive a longevity stipend of \$550.00.

Beginning in their 10th year of employment with the Orange Board of Education, all full-time Unit Members will receive a longevity stipend of \$1,210.00.

Beginning in their 15th year of employment with the Orange Board of Education, all full-time Unit Members will receive a longevity stipend of \$1,870.00.

Beginning in their 20th year of employment with the Orange Board of Education, all full-time Unit Members will receive a longevity stipend of \$2,420.00.

Beginning in their 25th year of employment with the Orange Board of Education, all full-time Unit Members will receive a longevity stipend of \$3,300.00.

D. Insurances

The Orange Board of Education will make available single or family coverage for each of the listed insurances. Dependent coverage shall include children to the age twenty-six (26) for Hospital/Medical-Surgical/Major Medical, Vision Care and Dental Care.

To be eligible for the various insurances, the Unit Member must work a minimum of twenty (20) hours per work week. Enrollment in Board insurance programs is not automatic and shall be the responsibility of each Unit Member to initiate enrollment within thirty (30) days of the beginning of the Unit Member's employment. All insurances become effective the first day of the month after the Unit Member has completed sixty (60) work day period.

The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverages and services shall not be less than the coverages provided by the present carrier(s) as of the effective date of this contract. CESSA shall be notified in writing thirty (30) days in advance of any proposed change in carrier(s). Pre-existing conditions shall not be excluded from coverage with a change in carrier(s).

1. Life Insurance (Term Policy)

The Board will pay 100% of the premium for a term life insurance policy equal to \$100,000 per Unit Member. The policy includes a double indemnity clause to be calculated at double the amount of the basic coverage for accidental death or dismemberment.

A Group Life Insurance certificate of coverage will be provided for each Unit Member.

Conversion Privilege – (Change Group Life Insurance to Individual Life Insurance)
A Group Life Insurance Certificate holder may have the right to convert to an individual life insurance policy. Specific conversion requirements are detailed in the Group Life Insurance booklet and it is understood that individual premiums are to be paid by the Unit Member.

2. Hospitalization/Medical-Surgical/Major Medical

Each member of the bargaining unit may elect to enroll in SuperMed Plus or comparable program. Unit Members who are currently enrolled in the Kaiser Health Plan may remain in this plan during their continued employment. No other Unit Members may elect to enroll in the Kaiser Health Plan. Full-time members who enroll in the SuperMed Plus program shall pay, via payroll deduction, the following contributions:

- 10% contribution with no cap effective December 1, 2012.
- 11% contribution with no cap effective July 1, 2013.
- 12% contribution with no cap effective July 1, 2014.

Full-time Unit Members who remain enrolled in the Kaiser programs shall pay, in addition to the premium shares above, the full cost of the difference in premium cost between the SuperMed Plus and Kaiser program.

Part-time members of the unit hired after July 1, 2005, and who work between 75%-99% of a contract day may enroll in the SuperMed Plus program and shall pay 20% of the premium cost with the board paying the remaining 80%.

Effective October 1, 2012, full-time Unit Members electing to enroll in medical insurance programs will contribute 10% of the monthly premium cost of the health insurance plan. Effective October 1, 2012 or as soon thereafter as the plan design may be modified, a single medical plan shall be offered, with a \$20 co-pay per office visit (any wellness visit or preventative service will be covered at 100% with no copays); a \$50 emergency room co-pay (co-pay waived if admitted to hospital); 100% network, 70% out of network with \$2400/\$4800 annual coinsurance maximum for out of network. The prescription drug plan shall be modified to provide co-pays of \$10 for generic and \$30 for non-generic at retail and mail order.

3. Spousal Coverage – To be implemented effective November 1, 2012 or as soon thereafter as is feasible:
- a. If an Unit Member's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the Orange medical plan unless he or she enrolls in such other group insurance coverage.
 - b. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
 - c. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits. In other words, as secondary payor the Orange medical plan will cover eligible expenses not covered by the primary coverage of the spouse.
 - d. Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that qualified to be used in is used in conjunction with an HSA, then the spouse will be granted a waiver to stay on the Orange plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

- e. Every Unit Member whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.
- f. An Unit Member who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the Unit Member will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the Unit Member may be deducted from the benefits to which the Unit Member would otherwise be entitled. In addition, the Unit Member's spouse will be terminated immediately from group health insurance and/or prescription drug coverage under the plan. If the Unit Member submits false information, the Unit Member may be subject to disciplinary action by the Board, up to and including termination of employment.
- g. The Board will reimburse the spouse of the Employee who is required, under this program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.

4. Prescription Drug Plan

Deductibles of thirty (\$30) dollars for brand name prescriptions and ten (\$10) dollars for generic for retail (30 day supply) and mail orders (90 day supply). Effective October 1, 2012, employees electing prescription drug coverage shall pay, by payroll deduction, 10% of the monthly premium for such coverage; this contribution shall increase to 11% effective July 1, 2013 and to 12% effective July 1, 2014.

5. Vision Plan

The Plan provides for one eye examination, one change of lenses, and one change of frame or contact lenses each year. The Board shall pay the scheduled benefits as listed below:

<u>Service</u>	<u>Amount</u>
Vision Survey	\$ 35.00
Vision Analysis without Tonometry (glaucoma test)	\$ 70.00
Vision Analysis with Tonometry	\$ 70.00
Single Vision Lenses	\$125.00
Bifocal Lenses	\$200.00
Blended Lenses	\$300.00
Trifocal Lenses	\$275.00
Lenticular Lenses	\$200.00
Contacts	\$250.00 (excluding fitting)
Frames	\$150.00

The Unit Member contribution for this coverage is:

10% - October 1, 2012 – June 30, 2013

11% effective July 1, 2013

12% effective July 1, 2014

6. Dental Care

The insurance provides a \$2,000 calendar year maximum per enrollee. The plan provides for the following UCR services:

Class I - 100% paid, exams each six month period, cleaning, certain lab tests, and emergency treatments.

Class II - \$25 individual deductible/\$50 family deductible, pays 80% of UCR charges for fillings, root canals, gum disease, repair of bridgework and dentures, extractions and oral surgery anesthesia if medically necessary.

Class III - Deductible in Class II, pays 60% of UCR charges for inlays, onlays or crown restorations, initial bridgework, installation of partial or full dentures, replacement of existing bridgework or dentures (see booklet for limitations).

In addition to the regular dental plan an orthodonture coverage provides a lifetime individual maximum of \$2,000 calculated at 60% coverage of UCR claims related to the orthodonture procedures.

The Unit Member contribution for this coverage is:

10% - October 1, 2012 – June 30, 2013

11% effective July 1, 2013

12% effective July 1, 2014

7. 125 Flexible Benefits Plan (Flex Pro)

The Unit Member has the option to participate in the 125 Flexible Benefits Plan. This program allows the Unit Member to participate in:

- a) Premium Pass Through of Employee Contributions for Insurances
- b) Medical Reimbursement up to \$2,000
- c) Dependent Care Reimbursement up to \$5,000

There is an open enrollment period and adjustment period on the calendar year. Information is available in the benefits office. Any money left in the reimbursement accounts not spent at the end of the calendar year will be lost.

8. Ohio Workers' Compensation

Unit Members are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment. An Unit Member's application for this compensation must be filed by the attending physician within thirty (30) days after the injury. Each Unit Member must report in writing any accident on the day of the accident or as soon as possible thereafter. A regular form for this report may be obtained in the office of each building. This form must then be turned in to the Superintendent. Any deviation from this procedure may result in loss of compensation.

Accident Report Form No. 9100 - See Forms at end of Contract.

9. Unemployment Compensation

Under normal circumstances a Unit Member may be eligible for compensation due to involuntary, total or partial unemployment provided the Unit Member files a claim for benefits, and meets the qualification requirements.

10. Job Liability Insurance

The Board of Education will provide each member with Job Liability Insurance coverage of \$1,000,000.

E. Severance Pay

- 1. Members of this bargaining unit who retire and meet the requirements under the SERS System shall be eligible for Retirement Severance Pay equal to one-fourth (1/4) the value of their accrued but unused sick leave credit not to exceed eighty-four (84) days. In addition, retiring Unit Members shall receive eight percent (8%) of the sick days accumulated but not used during the members' last five years of employment. For

example if a Unit Member during her/his last five years of employment uses a total of 5 days, the Unit Member shall receive, in addition to the retirement severance portion set for the above, and an additional (5.6) days of severance pay.

2. Upon completion of the fifteenth (15th) year of service credit with the Orange Board of Education, members of this bargaining unit who resign shall be eligible for Resignation Severance Pay equal to seventeen percent (17%) the value of their accrued sick leave credit not to exceed two (2) days for each year of service credit.

Such Severance Pay shall be computed based on the Unit Member's daily rate of pay on the last day of employment. The Severance Pay on this basis shall be understood to eliminate all sick leave credit accrued by the Unit Member.

Severance Pay for sick leave shall be paid within thirty (30) calendar days of receipt of their last payroll check.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definitions

1. "Administration" shall mean those excluded from the bargaining unit as identified in Article I, Recognition.
2. "Days" shall mean actual working school days unless specified differently.
3. "Grievance" shall mean a claim by a Unit Member(s) that there has been a violation, misinterpretation or misapplication of this Contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.
4. "Grievant" shall mean the Unit Member(s) initiating a grievance.
5. "Appropriate administrator" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. Rights of the Grievant and the Association

1. A grievant may at his/her sole discretion be accompanied at all steps of the grievance by a representative of the Association.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day unless the parties otherwise agree.
8. The time limits set forth in Steps I through III of this grievance procedure may be extended by mutual agreement.

D. Grievance Procedure

1. Informal Procedure: A grievance, except as indicated above in B (2), shall first be presented to the principal or appropriate administrator in an attempt to resolve the problem.

2. Formal Procedure:

STEP I. - If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the Director of Human Resources. Within five (5) days of the receipt of the Grievance Report Form, the Director of Human Resources shall meet with the grievant. The Director of Human Resources shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association, and the Superintendent.

STEP II. - If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Superintendent shall write a disposition of the grievance, by completing Step II of the Grievance Report Form, returning a copy to the grievant, the Association, and the appropriate administrator.

STEP III. - If the grievant is not satisfied with the disposition of the grievance at STEP II, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) days following either the receipt of the disposition of grievance or the lapse of twenty-five (25) days following grievant's submission of the Grievance Report Form to the Superintendent under Step II, whichever occurs first. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternating strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on all of the parties to this contract and to the grievance.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to his/her or to submit observations or declaration of opinion which are directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogatives nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The costs for arbitration shall be paid by the loser.

E. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of the Unit Member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
2. In the event the Association determines at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

ARTICLE XII – NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by April 2 of the year in which this contract expires. The parties shall hold their first negotiation session by April 15 at which time they will jointly notify SERB of the commencement of negotiations and impasse procedures identified in place of the procedures alternatively provided and then in effect under R.C. 4117.14 and related sections. At such session, they shall exchange their proposals as provided in Paragraph G below.
- B. All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.
- C. Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the agreement of the other party. Consultants used by either party, shall be paid by the party using them.
- D. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.
- E. Upon request by either party, information concerning the financial resources of the district and any other information pertinent to matters under consideration shall be made available.
- F. The Board and Association agree to negotiate all matters concerning salary, hours, fringe benefits, and other terms and conditions of employment excluding, however, those matters in Article II of this contract.
- G. Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that for which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Thereafter, new proposals may not be submitted. Topical listings, or so-called “laundry lists” shall constitute a failure to comply with this paragraph and shall be disregarded.
- H. Upon request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable period of time within which to caucus in privacy.

- I. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- J. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party. Each party may determine the number of matters included in an "item." Each item receiving tentative agreement shall not be altered or changed unless mutually agreed upon by both parties; however, both parties retain the right to trade off tentative items and/or withdraw such items for other consideration within the package which itself may, at the option of either party, be treated as one "item."
- K. When negotiating teams reach tentative agreement upon the contract, all of the members, including "consultants," if any, identified in Paragraph C above, shall recommend acceptance of the Contract to the parties they represent.
- L. Upon reaching tentative agreement upon the contract, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the contract shall be presented to the Board for adoption within ten (10) week days.
- M. If by December 1, or a date mutually agreed upon, tentative agreement on all items is not reached and the parties have reached impasse, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS) as follows:
 - 1. FMCS shall be contacted jointly in writing by both parties so that mediation may start within three (3) days after petitioning FMCS or the date mutually agreed upon.
 - 2. Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.
- N. In the event the parties are unable to reach agreement by June 30, or a date mutually agreed upon, all of the terms in each Article of this contract, including the disagreement provisions set forth in this Article shall be deemed exhausted.

ARTICLE XIII – CONTRACT MAINTENANCE

A. Waiver of Negotiations

This Contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this contract except by mutual agreement of the Orange Board of Education and the Association, but otherwise neither party shall have a duty to negotiate with respect to any matter during this period.

B. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

C. Entire Agreement Clause

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. Conflict with Law

If any provision of this Contract, or any application of the provisions of this Contract, or any agreement reached under its terms, conflicts with any federal or state law, regulations, ruling of order, now or hereafter enacted or issued such provisions, applications, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

E. Duration of Contract

The contract shall become effective July 1, 2012 and continue in full force and effective until midnight June 30, 2015.

If during the duration of this contract Ohio law mandates school calendar be extended both parties agree to meet and bargain the proposed changes.

ARTICLE XIV – FORMS RELATED TO AGREEMENT ITEMS - See succeeding pages

Salary Schedules

Step	FY 12-13 0.0% Base	Class 1 247 29,344	Class 2 230 30,248	Class 3 214 29,321	Class 4 214 28,663	Class 5 214 27,229	Class 6 195 24,032	Class 7 183 25,953	Class 8 183 22,556
								Spec Ed	
1	1.000	29,344	30,248	29,321	28,663	27,229	24,032	25,953	22,556
2	1.035	30,371	31,307	30,347	29,666	28,182	24,873	26,861	23,345
3	1.070	31,398	32,365	31,373	30,669	29,135	25,714	27,770	24,135
4	1.105	32,425	33,424	32,400	31,673	30,088	26,555	28,678	24,924
5	1.140	33,452	34,483	33,426	32,676	31,041	27,396	29,586	25,714
6	1.175	34,479	35,541	34,452	33,679	31,994	28,238	30,495	26,503
7	1.210	35,506	36,600	35,478	34,682	32,947	29,079	31,403	27,293
8	1.245	36,533	37,659	36,505	35,685	33,900	29,920	32,311	28,082
9	1.280	37,560	38,717	37,531	36,689	34,853	30,761	33,220	28,872
10	1.315	38,587	39,776	38,557	37,692	35,806	31,602	34,128	29,661
11	1.350	39,614	40,835	39,583	38,695	36,759	32,443	35,037	30,451
12	1.385	40,641	41,893	40,610	39,698	37,712	33,284	35,945	31,240
13	1.420	41,668	42,952	41,636	40,701	38,665	34,125	36,853	32,030
14	1.455	42,696	44,011	42,662	41,705	39,618	34,967	37,762	32,819
15	1.455	42,696	44,011	42,662	41,705	39,618	34,967	37,762	32,819
16	1.483	43,517	44,858	43,483	42,507	40,381	35,639	38,488	33,451
17	1.483	43,517	44,858	43,483	42,507	40,381	35,639	38,488	33,451
18	1.497	43,928	45,281	43,894	42,909	40,762	35,976	38,852	33,766
19	1.497	43,928	45,281	43,894	42,909	40,762	35,976	38,852	33,766
20	1.511	44,339	45,705	44,304	43,310	41,143	36,312	39,215	34,082
21	1.511	44,339	45,705	44,304	43,310	41,143	36,312	39,215	34,082
22	1.525	44,750	46,128	44,715	43,711	41,524	36,649	39,578	34,398
23	1.539	45,160	46,552	45,125	44,112	41,905	36,985	39,942	34,714
24	1.539	45,160	46,552	45,125	44,112	41,905	36,985	39,942	34,714
25	1.553	45,571	46,975	45,536	44,514	42,287	37,322	40,305	35,029
26	1.567	45,982	47,399	45,946	44,915	42,668	37,658	40,668	35,345
27	1.567	45,982	47,399	45,946	44,915	42,668	37,658	40,668	35,345
28	1.595	46,804	48,246	46,767	45,717	43,430	38,331	41,395	35,977
29	1.595	46,804	48,246	46,767	45,717	43,430	38,331	41,395	35,977
30	1.595	46,804	48,246	46,767	45,717	43,430	38,331	41,395	35,977

Step	FY 13-14 1.8% Base	Class 1 247 29,872	Class 2 230 30,792	Class 3 214 29,849	Class 4 214 29,179	Class 5 214 27,719	Class 6 195 24,465	Class 7 183 26,420	Class 8 183 22,962
								Spec Ed	
1	1.000	29,872	30,792	29,849	29,179	27,719	24,465	26,420	22,962
2	1.035	30,918	31,870	30,894	30,200	28,689	25,321	27,345	23,766
3	1.070	31,963	32,947	31,938	31,222	29,659	26,178	28,269	24,569
4	1.105	33,009	34,025	32,983	32,243	30,629	27,034	29,194	25,373
5	1.140	34,054	35,103	34,028	33,264	31,600	27,890	30,119	26,177
6	1.175	35,100	36,181	35,073	34,285	32,570	28,746	31,044	26,980
7	1.210	36,145	37,258	36,117	35,307	33,540	29,603	31,968	27,784
8	1.245	37,191	38,336	37,162	36,328	34,510	30,459	32,893	28,588
9	1.280	38,236	39,414	38,207	37,349	35,480	31,315	33,818	29,391
10	1.315	39,282	40,491	39,251	38,370	36,450	32,171	34,742	30,195
11	1.350	40,327	41,569	40,296	39,392	37,421	33,028	35,667	30,999
12	1.385	41,373	42,647	41,341	40,413	38,391	33,884	36,592	31,802
13	1.420	42,418	43,725	42,386	41,434	39,361	34,740	37,516	32,606
14	1.455	43,464	44,802	43,430	42,455	40,331	35,597	38,441	33,410
15	1.455	43,464	44,802	43,430	42,455	40,331	35,597	38,441	33,410
16	1.483	44,300	45,665	44,266	43,272	41,107	36,282	39,181	34,053
17	1.483	44,300	45,665	44,266	43,272	41,107	36,282	39,181	34,053
18	1.497	44,718	46,096	44,684	43,681	41,495	36,624	39,551	34,374
19	1.497	44,718	46,096	44,684	43,681	41,495	36,624	39,551	34,374
20	1.511	45,137	46,527	45,102	44,089	41,883	36,967	39,921	34,696
21	1.511	45,137	46,527	45,102	44,089	41,883	36,967	39,921	34,696
22	1.525	45,555	46,958	45,520	44,498	42,271	37,309	40,291	35,017
23	1.539	45,973	47,389	45,938	44,906	42,660	37,652	40,660	35,339
24	1.539	45,973	47,389	45,938	44,906	42,660	37,652	40,660	35,339
25	1.553	46,391	47,820	46,355	45,315	43,048	37,994	41,030	35,660
26	1.567	46,809	48,251	46,773	45,723	43,436	38,337	41,400	35,981
27	1.567	46,809	48,251	46,773	45,723	43,436	38,337	41,400	35,981
28	1.595	47,646	49,113	47,609	46,541	44,212	39,022	42,140	36,624
29	1.595	47,646	49,113	47,609	46,541	44,212	39,022	42,140	36,624
30	1.595	47,646	49,113	47,609	46,541	44,212	39,022	42,140	36,624

Step	FY 14-15 1.9% Base	Class 1 247 30,440	Class 2 230 31,377	Class 3 214 30,416	Class 4 214 29,733	Class 5 214 28,246	Class 6 195 24,930	Class 7 183 26,922	Class 8 183 23,398
								Spec Ed	
1	1.000	30,440	31,377	30,416	29,733	28,246	24,930	26,922	23,398
2	1.035	31,505	32,475	31,481	30,774	29,235	25,803	27,864	24,217
3	1.070	32,571	33,573	32,545	31,814	30,223	26,675	28,807	25,036
4	1.105	33,636	34,672	33,610	32,855	31,212	27,548	29,749	25,855
5	1.140	34,702	35,770	34,674	33,896	32,200	28,420	30,691	26,674
6	1.175	35,767	36,868	35,739	34,936	33,189	29,293	31,633	27,493
7	1.210	36,832	37,966	36,803	35,977	34,178	30,165	32,576	28,312
8	1.245	37,898	39,064	37,868	37,018	35,166	31,038	33,518	29,131
9	1.280	38,963	40,163	38,932	38,058	36,155	31,910	34,460	29,949
10	1.315	40,029	41,261	39,997	39,099	37,143	32,783	35,402	30,768
11	1.350	41,094	42,359	41,062	40,140	38,132	33,656	36,345	31,587
12	1.385	42,159	43,457	42,126	41,180	39,121	34,528	37,287	32,406
13	1.420	43,225	44,555	43,191	42,221	40,109	35,401	38,229	33,225
14	1.455	44,290	45,654	44,255	43,262	41,098	36,273	39,172	34,044
15	1.455	44,290	45,654	44,255	43,262	41,098	36,273	39,172	34,044
16	1.483	45,143	46,532	45,107	44,094	41,889	36,971	39,925	34,699
17	1.483	45,143	46,532	45,107	44,094	41,889	36,971	39,925	34,699
18	1.497	45,569	46,971	45,533	44,510	42,284	37,320	40,302	35,027
19	1.497	45,569	46,971	45,533	44,510	42,284	37,320	40,302	35,027
20	1.511	45,995	47,411	45,959	44,927	42,680	37,669	40,679	35,354
21	1.511	45,995	47,411	45,959	44,927	42,680	37,669	40,679	35,354
22	1.525	46,421	47,850	46,384	45,343	43,075	38,018	41,056	35,682
23	1.539	46,847	48,289	46,810	45,759	43,471	38,367	41,433	36,010
24	1.539	46,847	48,289	46,810	45,759	43,471	38,367	41,433	36,010
25	1.553	47,273	48,728	47,236	46,175	43,866	38,716	41,810	36,337
26	1.567	47,699	49,168	47,662	46,592	44,261	39,065	42,187	36,665
27	1.567	47,699	49,168	47,662	46,592	44,261	39,065	42,187	36,665
28	1.595	48,552	50,046	48,514	47,424	45,052	39,763	42,941	37,320
29	1.595	48,552	50,046	48,514	47,424	45,052	39,763	42,941	37,320
30	1.595	48,552	50,046	48,514	47,424	45,052	39,763	42,941	37,320

Forms

**Orange School District
Travel Authorization Request & Payment Form**

Submit to the building principal or appropriate administrator for pre-travel. The original form will be returned to the building principal. Upon completion of travel, enter actual expenses incurred, attach original receipts and resubmit via the building principal or the appropriate administrator for final approval. (Your leave form should accompany this form). (Please tape receipts to an 8-1/2" x 11" sheet of paper in order)

Name: _____ Date: _____

School/Building _____ Assignment Area: _____
 CO Maint OIP MHS BMS OHS OCE&R GUND TRANSP

Purpose of Travel: _____

Travel Dates: _____ Location: _____

REIMBURSEMENT REQUESTED FOR THE FOLLOWING EXPENSES: * Attach Original Receipts

	Estimated	Actual
Transportation by Plane	_____	_____
Transportation by Automobile		
_____ Miles @ \$ _____ per mile (current IRS rate)	_____	_____
Misc. Charges		
Tolls/Airline Bag Fee	_____	_____
Parking	_____	_____
Ground (taxi/limo/shuttle, etc.)	_____	_____
Communications	_____	_____
Lodging - number of nights: 1 @ + tax (moderate-priced accommodations) If two people are Sharing a room, each occupant must provide a receipt with their own name or both names on one receipt.	_____	_____
Registration Fees: (no cancelled checks - State if paid by you or school) PO # _____	_____	_____
Meals: Meals will be reimbursed @ \$40.00/day per person	_____	_____
Total:	=====	=====

Employee's Signature

Principal's Signature Date

Central Office Approval Date

Travel Accounting

_____ Teacher	001-1190-439-0000-000000-000-00-888
_____ Administrative	001-2421-439-0000-000000-000-00-555
_____ Support Staff	001-2412-439-0000-000000-000-00-876
_____ AP	001-1130-439-0000-000000-004-00-888
_____ Personnel	001-2412-439-0000-000000-005-00-876
_____ Treasurer	001-2510-439-0000-000000-005-00-457
_____ Curriculum	001-2212-439-0000-000000-005-00-888
_____ Superintendent	001-2411-439-0000-000000-005-00-555
_____ Operations	001-2610-439-0000-000000-005-00-700
_____ Communications	001-2930-439-0000-000000-000-00-512
_____ Other	001-2429-439-0000-000000-000-00-555

Principal's Final Approval Date

Approved for Payment of \$ _____

\$ _____
Amount to be paid

For Petty Cash Reimbursements:
 Date of payment: _____
 Check #: _____

EVALUATOR COMMENTS:

EMPLOYEE COMMENTS:

VISION FOR GROWTH:

- To be completed by employee.
- Opportunity for the employee to document area(s) of interest.
- May be carried over year-to-year.

GOALS:

- To be completed collaboratively by evaluating administrator and employee.
- Specific, measurable, attainable, results-oriented, time-bound.
(ex: webinars, workshops at ESC, academies, books, etc.)

Evaluator Signature: _____

Date: _____

Employee Signature: _____

Date: _____

* The signature of the employee denotes only that the evaluation has been discussed.

**ORANGE SCHOOL DISTRICT
CESSA GRIEVANCE REPORT FORM**

Member (filing grievance)

Date of Alleged Incident

Principal/Administrator

Job Assignment

Building/Work Area

INFORMAL Procedure:

Meet with Building Principal or appropriate administrator within fifteen (15) working days from date of alleged incident. If the grievance is not resolved within five (5) working days from the date submitted to principal/administrator, go to *Formal Procedure, Side 2*.

Grievance was submitted to Principal/Administrator on: _____ by: _____
Date to Principal/Administrator Grievant

1. List the *specific Contract Agreement item* alleged to have been violated, misapplied or misinterpreted:

2. List the *date, time and place* of the alleged violation, misapplication, or misinterpretation of the Contract Agreement item:

3. State your *Grievance* (use additional paper if necessary):

4. *Redress sought* by Grievant (use additional paper if necessary):

5. *Principal/Administrator Response* to Grievance (use additional paper if necessary):

Grievance Received by Principal/Administrator	Principal/Administrator Meeting with Grievant	Grievance was Resolved	Grievance Moved to Step 1, FORMAL Procedure
Date:	Date:	Date:	Date:
By:	*Attendees:	Accepted by:	By:

*Additional Attendees: _____

Member (filing grievance)

Date of Alleged Incident

Principal/Administrator

FORMAL Procedure (for more detailed guidelines in completing this section, please refer to the Association Contract between the Board of Education and CESSA):

STEP I -- HUMAN RESOURCES: If "Informal Procedure" does not resolve the grievance, this Grievance Report must be submitted to the Director of Human Resources within five (5) working days from the *date of receipt of the informal procedure disposition*. The Director of Human Resources shall meet with the Grievant within five (5) working days from receipt of Grievance Report.

Grievance Received In H.R.	H.R. Meeting with Grievant	Written Disposition To Grievant	Grievance was Resolved	Grievance Moved to Step II, FORMAL Procedure
Date:	Date:	Date:	Date:	Date:
By:	*Attendees:	Dir. of HR:	Accepted by:	By:

*Additional Attendees: _____

STEP II -- SUPERINTENDENT: If, upon receipt of written disposition from Director of H.R., the Grievant is not satisfied, the Grievant shall submit this Grievance Report to the Superintendent within five (5) working days from date of receipt.

Grievance Received In Superintendent's Office	Superintendent Meeting with Grievant	Written Disposition To Grievant	Grievance Resolved	Grievance Moved to Arbitration, Step III, FORMAL Procedure
Date:	Date:	Date:	Date:	Date:
By:	*Attendees:	Supt.	Accepted by:	By:

*Additional Attendees: _____

Note: Superintendent must be notified of Arbitration Intent via Certified Mail, Return Receipt (CM-RR)

STEP III -- ARBITRATION: If, upon receipt of written disposition from Superintendent, the Grievant is not satisfied, the grievant shall notify Superintendent of request for Arbitration by certified letter, return receipt (CM-RR) within five (5) working school days from the receipt of the written disposition OR within twenty-five (25) working days following the Grievant's submission of the Grievance Report to the Superintendent (Step II), whichever comes first.

Letter (CM-RR) Received by Superintendent	Petition to AAA by Superintendent/Grievant	Hearing by Arbitrator	Arbitrator's Decision in Writing; Copy to All Attendees; Binding to All Parties
Date:	Date:	Date:	Final Decision On:
By:	By:	*Attendees:	By:

*Additional Attendees: _____

**ORANGE SCHOOL DISTRICT
CESSA GRIEVANCE REPORT FORM**

Member (filing grievance) Date of Alleged Incident Principal/Administrator

Job Assignment Building/Work Area

INFORMAL Procedure:

Meet with Building Principal or appropriate administrator within fifteen (15) working days from date of alleged incident. If the grievance is not resolved within five (5) working days from the date submitted to principal/administrator, go to *Formal Procedure, Side 2*.

Grievance was submitted to Principal/Administrator on: _____ by: _____
Date to Principal/Administrator Grievant

1. List the *specific Contract Agreement item* alleged to have been violated, misapplied or misinterpreted:

2. List the *date, time and place* of the alleged violation, misapplication, or misinterpretation of the Contract Agreement item:

3. State *your Grievance* (use additional paper if necessary):

4. *Redress sought* by Grievant (use additional paper if necessary):

5. *Principal/Administrator Response* to Grievance (use additional paper if necessary):

Grievance Received by Principal/Administrator	Principal/Administrator Meeting with Grievant	Grievance was Resolved	Grievance Moved to Step 1, FORMAL Procedure
Date:	Date:	Date:	Date:
By:	*Attendees:	Accepted by:	By:

*Additional Attendees: _____

Member (filing grievance)

Date of Alleged Incident

Principal/Administrator

FORMAL Procedure (for more detailed guidelines in completing this section, please refer to the Association Contract between the Board of Education and CESSA):

STEP I -- HUMAN RESOURCES: If "Informal Procedure" does not resolve the grievance, this Grievance Report must be submitted to the Director of Human Resources within five (5) working days from the *date of receipt of the informal procedure disposition*. The Director of Human Resources shall meet with the Grievant within five (5) working days from receipt of Grievance Report.

Grievance Received In H.R.	H.R. Meeting with Grievant	Written Disposition To Grievant	Grievance was Resolved	Grievance Moved to Step II, FORMAL Procedure
Date:	Date:	Date:	Date:	Date:
By:	*Attendees:	Dir. of HR:	Accepted by:	By:

*Additional Attendees: _____

STEP II -- SUPERINTENDENT: If, upon receipt of written disposition from Director of H.R., the Grievant is not satisfied, the Grievant shall submit this Grievance Report to the Superintendent within five (5) working days from date of receipt.

Grievance Received In Superintendent's Office	Superintendent Meeting with Grievant	Written Disposition To Grievant	Grievance Resolved	Grievance Moved to Arbitration, Step III, FORMAL Procedure
Date:	Date:	Date:	Date:	Date:
By:	*Attendees:	Supt.	Accepted by:	By:

*Additional Attendees: _____

Note: Superintendent must be notified of Arbitration Intent via Certified Mail, Return Receipt (CM-RR)

STEP III -- ARBITRATION: If, upon receipt of written disposition from Superintendent, the Grievant is not satisfied, the grievant shall notify Superintendent of request for Arbitration by certified letter, return receipt (CM-RR) within five (5) working school days from the receipt of the written disposition OR within twenty-five (25) working days following the Grievant's submission of the Grievance Report to the Superintendent (Step II), whichever comes first.

Letter (CM-RR) Received by Superintendent	Petition to AAA by Superintendent/Grievant	Hearing by Arbitrator	Arbitrator's Decision in Writing; Copy to All Attendees; Binding to All Parties
Date:	Date:	Date:	Final Decision On:
By:	By:	*Attendees:	By:

*Additional Attendees: _____

**ORANGE CITY SCHOOLS
CESSA
Professional Development Plan - Application**

Staff Member _____ Assignment _____ Building _____ Date _____

1. Briefly describe your goal for professional development during the 20__-20__ school year:

2. State the objectives you plan to fulfill in the accomplishment of the above goal:

a.

b.

c.

d.

**ORANGE CITY SCHOOLS
CESSA
Professional Development Plan
Administrator's Comments**

Administrator's comments regarding:

1. Goal for professional growth:

2. Objectives with relation to goal:

3. Dollar Amount

\$

4. Goal Date _____

5. Administrator's Signature _____

6. Applicant's Signature _____

**ORANGE SCHOOL DISTRICT
STAFF ACCIDENT REPORT FORM**

This form **MUST** be completed within 24 hours of accident by the employee/supervisor/nurse/principal/administrator

Employee Name: _____

Moreland Hills	___	High School	___	Brady	___	
Recreation	___	Transportation	___	Maintenance	___	Gund
Central Office	___					

ACCIDENT INFORMATION (To be completed by injured employee or supervisor)

Date of Accident _____ Time _____ a.m./p.m.

Accident Occurred:

___ Athletic Field	___ Cafeteria	___ Classroom	___ Gym
___ Pool	___ Hallway	___ Laboratory	___ Parking Lot
___ Playground	___ Restroom	___ School Bus	___ Stairway
___ Arts Lab	___ Other (Be Specify)		

Describe in detail how the accident occurred, including a description of notable conditions (e.g. lighting, floor surfaces) at the time of the accident: _____

List names and address of all person directly involved in the accident: _____

List names and address of all other persons who witnessed the accident: _____

Employee Signature: _____

Supervisor/Principal Signature _____

MEDICAL INFORMATION (To be completed by Supervisor/Bldg. Nurse/Administrator)

Specific description of the injury: _____

Treatment (if any) _____

Was spouse/relative notified of accident? Yes ___ No ___

If yes, name of person notified: _____

Was physician notified of accident? Yes ___ No ___

If yes, name of physician notified: _____

Was hospital notified? Yes ___ No ___

Nurse medical follow up comments: _____

Building Nurse Signature: _____

Return completed Accident Form to the Benefits Office at Central Office. It is the employee's responsibility to inform our MCO and present your MCO card to the health care facility upon treatment.

**ORANGE CITY SCHOOLS
CESSA SICK DAY DONATION FORM**

Donation of sick days shall occur prior to the employee's last sick/paid day.

NAME OF DONOR: _____

SOCIAL SECURITY NUMBER: _____

NUMBER OF DAYS TO BE DONATED: _____

DONATED TO THE FOLLOWING CESSA EMPLOYEE:

DATE

DONATED DAYS WILL BE USED IN ORDER OF DONATION.

USED

NOT USED

PLEASE NOTE: ONCE A DAY IS DONATED AND USED, IT IS NO LONGER IN YOUR ACCOUNT OF SICK DAYS AND MAY AFFECT YOUR SEVERANCE PAY.

SIGNATURE OF DONOR DATE

SIGNATURE OF SUPERINTENDENT OR ADMINISTRATOR IN CHARGE OF PERSONNEL DATE

BOE Representative Date

CESSA Rep. Date

Routing		Initials
_____	School/Dept.	_____
_____	Personnel	_____
_____	Benefits	_____
_____	Payroll	_____
_____	File	_____

Direct Deposit Authorization

To be complete by Employee:

Please Print

Name: _____

Social Security Number: _____

- Authorize Direct Deposit**
- Change Authorized Direct Deposit**

I authorize my employer to initiate 100% new wages credit entries and to initiate debit entries and adjustments for any credit entries in error to my checking account listed below. (Full Deposit)

Employee Signature: _____

Date: _____

Please attach Deposit Slip Here:

EMPLOYEE CHANGE FORM

To Be Completed By Employee:

Please Print.

Name: _____

Address: _____

Phone: _____

Social Security Number: _____

Please return to payroll.

The following hereby attest that this Agreement constitutes a legally binding contract for period July 1, 2012 – June 30 2015.

Orange Board of Education

Orange Administrative Team

CESSA Negotiating Team



Paula Y. Sauer

Maria Kaufman

Dagmar Fellowes

Carol L. Wang

Mary Kiss



Hershini Daidou

Mr. [unclear]

Angela B. Wilkes

Mary [unclear]

Janice Coker

Karen [unclear]

Bue Gapan-Jochon