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# **FINAL AGREEMENT**

**BETWEEN**

**LORAIN ASSOCIATION OF CLASSIFIED  
EMPLOYEES/NEA/OEA/NEOEA**

**AND**

**LORAIN CITY SCHOOLS BOARD OF  
EDUCATION**

**Effective July 1, 2013 through June 30, 2016**

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## ARTICLE I

### RECOGNITION

- 1.01 The Lorain Board of Education, hereinafter "the Employer" hereby recognizes the Lorain City Schools Association of Classified Employees/OEA/NEA Local, hereinafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code for all employees working in the following classifications: Administrative Secretary, Interpreter, (A & B), Library-Media Clerk, Health Professional, Monitor, Attendance Aide, Reception Specialist, Itinerant Elementary Monitor and part-time filing clerk. The Association recognizes that the following are excluded: employees working in other bargaining units, persons employed pursuant to O.R.C. Section 3319.02, executive secretaries and casual, temporary or day-to-day substitutes. During periods of posting, screening, testing and interviewing, a substitute may be placed in a position until a final selection is made from an approved list; such persons are not members of the bargaining unit. The Employer recognizes that the Association representation will include any newly created position as defined above. This Agreement supersedes all laws, rules, and regulations found in Chapter 124 of the Ohio Revised Code.
- 1.02 **NON-DISCRIMINATION:** All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.
- 1.03 **BARGAINING WORK DEFINED:** All work currently performed by bargaining unit members shall be deemed bargaining unit work. No work previously performed by laid-off employees and/or work performed by current employees shall be sub-contracted. No current non-bargaining member shall be assigned to fill a bargaining unit position or perform bargaining unit work while an eligible employee remains on layoff status.
- 1.04 The Association and the Board agree to amend the LACE Bargaining Unit by removing the Athletic Secretary, Career Tech Secretary, and two (2) Operations Secretaries upon agreement of the current employee in each position or the retirement of the current employee. A Joint Petition will be filed with the State Employment Relations Board (SERB) upon the removal of any position. In exchange, the unit will be amended to add five (5) secretaries and one (1) Health Care Professional effective with the 2009-2010 school year.

## ARTICLE II

### MANAGEMENT RIGHTS

- 2.01 The Board has the rights granted to it per O.R.C. § 4117.08 which rights shall not be limited except as specifically restricted herein.

## ARTICLE III

### NEGOTIATIONS

- 3.01 Either the Association or the Board of Education may initiate negotiations annually by letter of submission forwarded to the other party during the month of April of the year the contract expires, outlining their intent to bargain as defined in Chapter 4117, O.R.C.
- 3.02 The party receiving the intent to bargain letter shall respond within ten (10) working days. The parties will then mutually establish the date for the first negotiations meeting. At any negotiation session, either party may be represented by no more than five (5) representatives.
- 3.03 If after forty-five (45) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request. This procedure shall automatically extend the agreement until settlement is reached.
- 3.04 The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C. Unless mutually agreed to extend, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Contract, whichever is less.
- 3.05 Every proposal and counterproposal to modify the current agreement shall be presented in written form specifying completely that to which agreement is sought.
- 3.06 Negotiations and grievance meetings shall be conducted at a mutually acceptable venue during working hours, if agreed to. Employees involved in such negotiations or grievance meetings during their working hours shall suffer no loss, no reduction in pay, and no repercussion from immediate supervisor.
- 3.07 Before any material change in wages, hours and terms and conditions of employment, the parties agree that the Superintendent will meet with the Bargaining Agent of Record for the Association to discuss any proposed change. If the parties mutually agree to re-open any provision of this Contract, the parties shall meet and bargain at a mutually convenient time. If during the life of the Contract, bargaining is necessary due to a specified re-opener provision in the Contract, or enactment of a law, rule, regulation and/or judicial decision of the United States of America and the State of Ohio that holds any section or article of this Contract invalid or legally unenforceable, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

## ARTICLE IV

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### MENTOR PROGRAM

- 4.01 New employees shall receive job orientation.
- 4.02 An experienced staff member may be requested or assigned to mentor each new employee during the probationary period.

The mentor will provide formative assistance designed to yield information that will help employees identify specific areas for skill enhancement and to acclimate them to the policies and procedures of the building and district. Formative assistance consists of collaboration among collegiate employees to provide adequate assistance to support individual professional achievement.

A Mentor Program Committee comprised of three (3) bargaining unit members appointed by the Association and one (1) administrator shall meet to develop the Mentoring Program and shall also act as a screening committee to select bargaining unit members who will act as mentors. To be considered, applicants must meet selection criteria, must be volunteers, and must submit a written request for consideration to the screening committee.

The applicant must have a minimum of five (5) consecutive years of experience in the classification. In the event that the applicants appear to have equal qualifications, the applicant(s) with the most consecutive years of service in the district shall prevail. However, when qualifications are relatively equal mentor assignments will be assigned on a rotating basis, as much as possible. An effort will be made to appoint a mentor who works in the same building as a new employee.

No mentor shall participate in any informal or formal evaluation of a bargaining unit member, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a bargaining unit member.

Mentoring will be voluntary. If a bargaining unit member chooses to be a mentor, he/she shall receive compensation of thirty-five dollars (\$35) per week per mentee during the mentee's probationary period.

All interaction, written or oral, between the mentor and the new bargaining unit member shall be regarded with confidentiality.

#### PROGRESSIVE DISCIPLINE

- 4.03 The primary objective of discipline is to correct improper behavior. When responding to misconduct that is short of egregious, the Board must issue at least one (1) level of

discipline that allows the employee an opportunity to improve. No employee shall be disciplined, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Contract.

- 4.04 Members of the Bargaining Unit who violate the published and reasonable administrative work rules and regulations, published Board Policies, local, state or federal laws or the work rules set forth in the Master Agreement may be subject to the Progressive Discipline Policy. Progressive Discipline shall not be imposed unless for just cause and shall not be implemented in an arbitrary and capricious manner.

Progressive discipline shall be based on the number of offenses; provided however, that the District shall have the right to impose discipline out of progression, including termination, for egregious violations, such as theft, violence, gross neglect of duty, child endangering, moral turpitude or a conviction of a felony.

Discipline more than twelve (12) months old shall not be considered in determining penalties.

Progressive discipline procedures, depending upon the severity, normally involves the following steps: oral warnings, written reprimands and suspension up to three (3) days without pay. If discipline is instituted out of the above sequence, it shall be reasonable and for just cause.

- 4.05 At a hearing where discipline is to be imposed, the employee shall be informed of the right to be entitled to union representation.
- a. "Disciplined" shall be deemed to mean: a written oral warning, a written reprimand which would be placed in the employee's file at the Personnel Office; a suspension of assigned duties and/or pay; or termination.
  - b. The employee shall have the opportunity to have counsel of his/her choice present at the meeting; and if said employee notifies the appropriate administrator that counsel shall be present, the administrator shall also have the right to have counsel present.
  - c. If counsel is requested, the meeting shall be scheduled at a mutually agreed time after the normal work day, and such meeting is to be held within five (5) work days. If, however, there is an unavoidable unavailability of union representation within the five (5) work day period after union representation's good faith efforts to be in attendance, an additional five (5) work day period shall be available for a mutually agreed time during the work day. It is understood that these timelines may be extended if mutually agreed by the parties.
  - d. In any case of reduction, suspension, or removal, the Employer shall furnish said bargaining unit member with a copy of the statement of reduction, suspension or removal, which statement shall state the intended discipline and the reasons therefore. Such statement shall be provided to the employee with a copy to the Association within three (3) working days. A hearing/meeting shall be held no later than three (3)

work days after the date of any suspension from duties unless there is an unavoidable availability of Association representation or the Employer representative, or it is mutually agreed to extend the timeline for a hearing/meeting.

The appeals of any reduction, suspension or removal shall be governed by Subsection 4.03, and such discipline shall be for just cause and within the principles of progressive discipline, except in cases of gross misconduct.

- e. Except in cases of emergency, the Board of Education further agrees that no employee will be reprimanded in the presence of any other employee, students, or parents of students.
- f. Any appeal under this article shall be through the grievance procedure.
- g. If the employer materially fails to observe the provisions of this article any discipline shall be voidable at the discretion of the arbitrator.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.01 Purpose

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

#### 5.02 Definitions

- a. A "grievance" is a claim by a member of the bargaining unit that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this Agreement. In the event that such a violation, misapplication or misinterpretation of the Agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- b. An "aggrieved" member is a member of the bargaining unit having a grievance.
- c. A "day" in this section shall mean a calendar day (excluding weekends and holidays).
- d. The term "employee", which used in this document, shall refer to an individual or group of individuals who are employees.

### 5.03 Procedure

Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may be extended only by mutual agreement in writing of all parties concerned. Failure of the Employer to comply with the timelines shall result in the grievance being advanced to the next level.

### 5.04 Level One: Informal

Within fifteen (15) days of an event or condition that an individual becomes aware that a grievance has occurred, he/she shall discuss the problem with his/her immediate supervisor; or in the case of an Association grievance that involves the welfare of the entire bargaining unit or an entire classification of the bargaining unit, should be referred to the administrator at the Administrative Center that is responsible for the bargaining unit, before discussion with a member of the administration whose action created the situation in an attempt to resolve the problem without filing a formal grievance.

### 5.05 Level Two: Formal

- a. In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within seven (7) days after the informal meeting, he/she may inaugurate the formal procedure.
- b. Within seven (7) days of the filing, a hearing shall be arranged between the aggrieved, the immediate supervisor of the aggrieved administrator, and Association representative, and other parties who may be needed to give information relative to the claim. The disposition by the Supervisor shall be added to the Grievance Report Form seven (7) days after the adjournment of the hearing.

### 5.06 Level Three

- a. If the aggrieved person is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative within fifteen (15) days after the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next seven (7) days, a hearing shall be arranged between the aggrieved, the Superintendent or his/her designated representative, and a representative of the Association.
- b. The disposition of the Superintendent or his/her designee shall be completed within seven (7) days after the adjournment of the hearing.
- c. In the event that the Level Two or Formal Step of this procedure was with the Superintendent, the next step would be Level Four or Level Five.

#### 5.07 Level Four (Optional)

If, after receiving the answer at Level Three the employee remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within fifteen (15) working days from receipt of the answer given at Level Three. In good faith, the parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than twenty (20) work days from the filing of the request for mediation. If the mediation process is not successful or is not initiated and the employee remains aggrieved, the Association may advance the grievance to Level Five. If mediation is initiated, the timelines to advance to Level Five may be held in abeyance.

#### 5.08 Level Five

- a. If the aggrieved person and the Association are not satisfied with the disposition in Level Three, he/she may demand that the issue be submitted to final and binding arbitration within thirty (30) days after the Level Three hearing. No grievance shall proceed to arbitration without approval of the Association.
- b. The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.
- c. The Arbitrator's decision will be final and binding on all parties.
- d. The cost of the arbitration shall be the responsibility of the party losing the arbitration.
- e. The arbitration shall be held at a mutually agreeable location.

- 5.09
- a. Both parties agree that grievance proceedings should be handled in a confidential manner.
  - b. No employee may be represented by any organization other than the Association in any grievance procedure initiated pursuant to this procedure.
  - c. No employee or administrator shall be denied the right to legal advice and/or counsel in any of the levels listed above.
  - d. A grievance may be withdrawn at any level.
  - e. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate Administrator.
  - f. No grievance forms shall be placed in the personnel file of any of the participants in procedures.

- g. Forms for processing grievances shall be made available through the Human Resources Office, and designated officials of the Association including building representatives and members of the Association Grievance Committee.
- h. Records of the grievance proceedings shall be kept in accordance with state law. Official records should be kept in a confidential separate file called grievance file, by the Association and Board.
- i. Employer will continue to follow the law regarding reprisals taken against any employee who files or takes part in a grievance.
- j. The Association will be involved at all steps of the grievance procedure.

## ARTICLE VI

### LEAVE PROVISIONS

#### 6.01 Assault Leave

- a. A job-related assault is an injury, intentionally inflicted by a third party upon an employee while he or she is performing work-related duties on Employer premises which results in an employee being "temporarily, totally disabled" as that term is defined by the Bureau of Workers' Compensation guidelines. An employee who suffers injury that is caused by a job-related assault shall be granted assault leave for fourteen (14) days in accordance with this section upon obtaining a licensed physician's statement stating the nature and duration of the disability. The employee must report any such incident to the building administrator immediately, if physically able.
- b. In the event of a job-related assault of an employee which results in the employee being absent as a result of the assault, such absence will not be charged to sick leave and the employee will receive full pay and benefits for such absence. After five (5) work days, the Board, at its expense, may require certification from a doctor/physician of its choice that the absence is medically necessary.
- c. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:
  - 1. The employee returns to work.
  - 2. The employee begins to receive retirement benefits under an Ohio State Retirement system.
  - 3. The employee resigns.

## 6.02 Association Leave

- a. A total of ten (10) Association Leave days will be granted to the Association for the purpose of carrying out the business of the Association.
- b. If an Association member is appointed or elected to the governing body of NEA, OEA or NEOEA, such member shall be granted leave, with pay, to attend meetings of such body or bodies, provided said leave shall not exceed a total of six (6) days per school year. The Union shall reimburse the school district for the cost of a substitute or substitutes when an Association member or members, as provided above, attend additional meetings of the governing body of NEA, OEA or NEOEA. This leave shall not be counted as part of the Association Leave as outlined in paragraph (a) above.
- c. All Association Leave days will be approved by the President of the Association. The building principal of the employee taking such leave must be notified of the leave no less than three (3) days in advance or, when possible, as soon as the Association becomes aware of the need for the leave.

## 6.03 Jury Duty Leave

Employees may be called to serve jury duty. When they do serve, employees will receive regular pay but will submit all jury compensation to the Board of Education. No employee shall make a profit by doing his duty. Such leave shall not be deducted from any other type of leave.

## 6.04 Military Leave

Military Leave shall be granted to employees pursuant to Ohio Revised Code and Federal law. Benefits will be granted at a maximum allowable by law.

## 6.05 Personal Leave

Three (3) personal days per school year will be granted to all full-time employed members of the bargaining unit. (Full-time employees are those who are employed on a regular basis at least twenty (20) hours per week.) Justified leave requires reasons. With fifteen (15) years or more of service, employees shall be granted four (4) personal days. With twenty-five (25) years or more of service, employees shall be granted five (5) personal days. Personal Leave will not need justification or explanation by the member, but the member will give three (3) days notice to the immediate supervisor and office of Human Resources. In the case of an emergency the three (3) day notice may be waived by the building Principal. At the end of the year, days unused shall be sick leave days accrued upon receipt of documentation by the employee.

## 6.06 Leaves of Absence (unpaid)

A leave of absence for up to two (2) years shall be granted by the Board of Education to members of the bargaining unit for the following purposes. Such leave may be extended for another year by written request presented to the Superintendent and approved by the Board.

1. Personal illness. Leave may also be granted for the illness of a member of the employee's immediate family as defined in this Contract.
2. Physical or mental disability.
3. Maternity/paternity/adoption.
4. Educational or professional purposes to maintain required certification/licensure for an employee's current position.

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent.

1. Educational or professional purposes.
2. Election to political or professional office.
3. Unusual personal considerations.

An employee desiring such leave shall present, in writing as soon as possible, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability subject to the provisions of the grievance procedure.

Upon return from a leave of absence of a year or less, an employee shall be returned to the same position in his/her classification. Employees returning from leaves longer than one year shall be returned to a same or similar position in his/her classification. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Employee(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave until he/she returns to work when, at such time, the accrued leave shall be the same as when he/she went on leave:

1. The accrual of sick leave.
2. The accrual of personal leave.
3. Payment of calamity day(s).
4. The accrual of vacation.

The employee(s)' insurance coverage shall be in place for twelve (12) weeks consistent with the Federal Family Leave Act. An employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.

#### 6.07 Sick Leave

- a. All employees who are scheduled to work one hundred seventy-eight (178) or more days per year shall receive 1-1/4 days sick leave per month which may be accumulated to a maximum of three hundred twenty (320) days.
- b. Each part-time employee(s) shall accumulate the number of sick leave hours as provided in Section 124.38 of the Ohio Revised Code. Part-time employee(s) are those who work less than four (4) hours per day.
- c. All employees shall be granted five days of sick leave credit with the effective date of their employment. The employee shall be responsible for indemnifying the Board for any sick leave days advanced but not earned.
- d. New employees shall receive credit for sick leave accumulated in any elementary or secondary school chartered by a State Department of Education or public agencies in Ohio. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
- e. Sick leave may be used to cover personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, medical appointments, and illness or death in the immediate family. Employee's immediate family for all purposes except "death in immediate family" shall include spouse, children, father, mother, brother, sister, grandparents, and grandchildren, or a member of the immediate household of the employee. For purposes of a death in the immediate family, "immediate family" shall include father, mother, brother, sister, spouse, child (including stepchild and/or foster child), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and spouse's grandparents.
- f. Sick leave may be used in hourly increments.
- g. Sick Leave Bank
  1. Each bargaining unit member may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will be August 15 to September 1 each year. New employees with accumulated sick leave hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

2. During the year, employees except those whose accumulated sick leave has been depleted, may contribute an additional day each time the catastrophic Sick Leave Bank contains days numbering fewer than thirty (30) days upon the agreement of the Catastrophic Sick Leave Bank Committee. Sick leave days shall not be returned to the employees once contributed to the Catastrophic Sick Leave Bank.
3. LACE has the responsibility to inform bargaining unit members of the Sick Leave Bank and enrolling interested parties, and supplying this information to the Business Office. Communication regarding the operation of the Sick Leave Bank will rest with the Sick Leave Bank Committee and LACE not the Board.
4. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
5. Use of days from the Sick Leave Bank will be limited to catastrophic illness or injury which is defined as a great and sudden calamity, disaster or misfortune which totally incapacitates the bargaining unit employee from returning to his/her assigned position in the School District which creates a financial hardship because the employee has exhausted all eligible leave. In addition, use of days from the Sick Leave Bank may be used for a catastrophic illness or injury which is defined as a great and sudden calamity, disaster, or misfortune to a bargaining unit member's spouse or dependent child which creates a financial hardship because the employee has exhausted all eligible leave. A doctor's statement is required in the application in order to be considered.
6. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated catastrophic sick leave days. Use of the Catastrophic Sick Leave Bank will be counted against available FMLA leave.
7. The maximum number of days that a person may use is fifty percent (50%) of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

h. Sick Leave Bank Committee

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the Sick Leave Bank Committee, (hereinafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

- a. Superintendent or his/her designee.

- b. The LACE President or his/her designee:
- c. Treasurer of the Board or his/her designee.
- d. Two (2) bargaining unit members appointed by the LACE president.

6.08 Peace Corps, Exchange Employee Leave

A leave of absence without pay up to two (2) years will be granted to any employee who joins the Peace Corps, VISTA, or serves as an exchange employee and is a full-time participant in any of these programs. Upon return from such leave, the employee shall be entitled to a position within their classification and considered as if he/she had been actively employed by the Board during the leave and will be placed on the salary schedule at the appropriate level.

6.09 Professional Leave (Not Chargeable to Sick Leave)

The Board of Education may grant leave without loss of pay to help employees keep abreast of new innovations and techniques in their respective fields, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the Lorain City Schools. The Board shall pay expenses consistent with Board policy incurred by employees who attend the above-mentioned meetings. Such leave shall be granted contingent upon advance approval of the principal and the Superintendent or his/her delegated representative for the particular purposes of professional improvement to the school system and to the individual participating. The employees shall make a request of at least ten (10) workdays in advance on forms approved by the Administration.

6.10 FMLA

Bargaining unit members are entitled to all rights and privileges set forth in the Family and Medical Leave Act of 1993 as amended from time to time. The District shall afford bargaining unit members those benefits as amended from time to time. The District shall afford bargaining unit members those benefits as are required by the FMLA but shall not be required to provide benefits beyond those set forth in the FMLA. To be eligible for FMLA benefits, an employee must meet all qualifying requirements set forth in the FMLA and shall submit all required notices to the Director of Human resources for the District. All notices from the District to the employee and all notices from employees to the District which are required by the FMLA shall be on forms which meet the requirements of the FMLA as amended from time to time.

## ARTICLE VII

### WORKING CONDITIONS

- 7.01 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 55°F or greater than 90°F. The Employer shall designate and provide adequate rest areas, lounges and restrooms for bargaining unit members' use.

- 7.02 The Administration shall give all reasonable support and assistance to unit members with respect to maintenance of classroom control and discipline in accordance with the laws of Ohio.
- a. The Administration fully supports the prosecution of one who attacks a unit member in the course and scope of the unit member's employment. A Central Office representative and the Board's attorney will be available to the attacked unit member for consultation and advice.
  - b. Any unit member who is attacked or whose personal property is destroyed or damaged in the course and scope of the unit member's employment shall make an immediate report (if possible) and shall file a written report (as soon as possible) with his/her Principal. Reimbursement by the Board for destroyed property shall be handled in the same and similar manner as for other bargaining units. The limit of any reimbursement approved shall not exceed two hundred fifty dollars (\$250).
  - c. The Principal (or Principal's designee) shall make every effort to obtain written statements from any witnesses to such attack or destruction of personal property which shall immediately be forwarded to the Superintendent, with copies furnished to the attacked unit member, unless privileged by law. Receipt of the statements by the Superintendent or designee shall be acknowledged promptly in writing to the LCSACE President with a written follow-up of any proposed action.
  - d. In those cases where legal action ensues, the Principal or Assistant Principal, as agent for the Board, will co-sign (if appropriate) the complaint.
- 7.03 In the absence of a building supervisor (principal) or designee, the bargaining unit members shall not be held accountable or made responsible for supervision of the building.
- 7.04 The Employer shall provide approved first aid kits and materials in all health aide building work sites and all other work areas as required by law.
- 7.05 A bargaining unit member shall not be asked or expected to perform duties which are prohibited by law.
- 7.06 All work rules established by the Employer shall be in writing and communicated to all employees and Association.
- 7.07 There shall be established a Labor/Management Committee (LMC) to meet monthly with the Human Resources Director and/or his/her designee, who is a manager or administrator, to discuss concerns of either party. The committee shall not exceed three

(3) bargaining unit members, identified by the Association President. The Employer and Association may call upon other individuals to meet with the committee when investigating a concern.

The Association President or designee shall prepare a tentative agenda for each meeting. These meetings shall not be utilized for purposes of negotiations nor the adjudication of grievance. Prior to placement on the agenda, an issue affecting one specific building must first be discussed with the building principal in an effort to resolve the issue. The Association shall record minutes of each LMC meeting which shall be approved by the LMC and shall be made available to all administrators, Board of Education members, and bargaining unit members.

## ARTICLE VIII

### PERSONNEL FILE

- 8.01 Any derogatory or negative information or data being added to an employee's personnel file will require the notification of said employee in writing within five (5) business days unless such documentary information involves a weekend or a holiday in which case the notification requirement shall be seven (7) business days. Any derogatory or negative information or data being added to an employee's personnel file shall be signed and dated by the supervisor submitting the information or data. The file shall contain a record of those who reviewed the file and the date of the review.
- 8.02 If the employee disputes the accuracy, relevance, timeliness or completeness of information on him or her maintained in said file, he or she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. This investigation is to determine if the disputed information complies with provisions of law.
- 8.03 Said employee shall have the right to add rebuttal or request a hearing with the Superintendent or his/her designee on any material in his/her file that he/she deems incorrect or incomplete. This rebuttal is to be attached to the original complaint in all files.
- 8.04 The Board further agrees that any employee will have full and complete access to the personnel file on said employee provided that the employee makes an appointment to view his/her file during business hours with the Human Resources Director or his/her designee. Only those supervisors that have supervisory duties related to the employee may review the employee's file. Access to the file by non-supervisory personnel or other individuals shall be limited to those documents which are undisputed public information. There shall only be one (1) personnel file on each member of the bargaining unit. In addition, the employee may permit, by written notice, a Union representative to review the employee's file, except any information or documents protected by federal or state law.

- 8.05 a. A member of the bargaining unit may respond in writing to critical material placed in the member's personnel file. The response shall be attached to the filed critical material.
- b. Any material critical of an employee will be removed from the employee's file twenty-four (24) months after filing if the employee has taken the action necessary to correct the situation leading to the filing of such material. The Administration shall inform the employee of the necessary corrective action.
- c. Anonymous letters or materials shall not be placed in an employee's file or become a matter of record but may be maintained by the Employer for investigatory purposes.
- d. A member of the bargaining unit may review the contents of his/her file upon request (with two (2) days notice) except for confidential references used in conjunction with and prior to his/her employment. An Association representative may, at the member's option, accompany the member in such review. No data may be physically removed from an employee's file. Any material subject to inspection may be copied as the employee's expense of fifteen cents (\$.15) per copies page.

## ARTICLE IX

### PAY CHECK

- 9.01 The Board shall provide the employee with twenty-six (26) pays, however, in the event that the District adapts a twenty-four (24) pay schedule (twice per month pay) for the entire District, the Board shall have the right to convert the employee to a twenty-four (24) pay schedule. The transition shall be accomplished with as little disruption to the employee as possible. The Board shall provide adequate notice in advance of the transition.
- 9.02 Effective January 1, 2015, all employees of the bargaining unit shall have their pay direct deposited to the employee's bank account and the employee shall receive their pay stub electronically to the email address provided to the District by the employee.
- 9.03 Employees shall receive their paychecks bi-weekly on Friday except as necessary to accommodate school closings or calendar year changes.
- 9.04 Members of the bargaining unit shall have the option annually of either having their scheduled hourly wages for the work year annualized and paid out in equal installments over twelve (12) months or having their scheduled hourly wages for the work year annualized and paid out in equal installments over the pay periods they are scheduled to work. Bargaining unit members shall remain on the payroll option they elect unless they notify the Treasurer of a change prior to August 1.

## ARTICLE X

### AUTHORIZED PAYROLL DEDUCTIONS OF DUES AND/OR FEES

- 10.01 The Employer agrees to deduct from the wages of any employee-member of the Union, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization form from any employee-member of the Union. All monies deducted for such purposes shall be paid promptly to the Union.
- 10.02 Deductions will be made monthly or bi-monthly in an amount certified by the Union. Deductions shall begin with the first pay period in October. The Employer, on a monthly or bi-monthly basis, shall transmit to the Union a single check in the amount of all dues so deducted. In the event an employee severs employment with the District, the Treasurer shall deduct all owed and remaining dues from that employee's last check.

Deductions shall also be made monthly for the following:

- a. Savings Bonds
- b. Annuities
- c. Credit Union
- d. FCPE
- e. United Way

## ARTICLE XI

### LIABILITY PROTECTION

- 11.01 The Lorain Association of Classified Employees/OEA/NEA and the Lorain Board of Education in an effort to deal with liabilities placed on the Board of Education by O.R.C. 2744 (Sovereign Immunity - Amended Substitute House Bill 176) agree to the following stipulations:
- a. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceeding in any state or federal court arising out of any alleged act or omission in conception with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Lorain Board of Education.
  - b. The Lorain Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a

governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

- c. The Board of Education further agrees not to enter into any consent judgment or settlement of claim unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
- d. The Board of Education further agrees that, should there be any claim or liability or damages against any member of the bargaining unit pursuant to O.R.C. 2744, that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
- e. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board attorney, the insurance company representatives, the attorney representing the insurance company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
- f. The Board further agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation-will be placed in the employee's personnel file.
- g. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability.

The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

- h. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims of liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.

- i. The Lorain Association of Classified Employees/OEA/NEA will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.

## **ARTICLE XII**

### **EMPLOYEE MEETINGS**

- 12.01 Employee meetings scheduled by the Administration shall be conducted during working hours whenever possible and the Board of Education facilities shall be used for such purposes. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Bargaining Unit members shall be paid at their hourly rate for any required meeting held outside the contracted work day. The FLSA shall govern employee meetings.

## **ARTICLE XIII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- 13.01 The Union shall be granted the following rights and privileges:
  - a. The Association and its representatives shall have the right to use school building facilities free of charge when not in use. If additional custodial service is required, the Board may make standard charges as provided by Board Policies.
  - b. The Association or the OEA's Bargaining Agent of record may conduct Association business on school property if such business does not interfere with or interrupt normal school operations.
  - c. The Association or the OEA's Bargaining Agent of Record may have direct contact with bargaining unit members as long as such contact does not interfere with or interrupt the member's duties and the building principal is notified.
  - d. The Association shall have the right to use school equipment on school premises for Association purposes when such equipment is not otherwise in use. Supplies for such equipment will be furnished or paid for by the Association. The Association shall pay the cost of repair or replacement of equipment damaged while performing Association business.
  - e. Bulletin board space, as provided for other OEA/NEA units, shall be designated by the Administration in each building for general use by the Association. Such space shall be located in an area readily accessible to and normally frequented by employees. The Board shall provide a bulletin board of sufficient size to accommodate notices and postings of all OEA/NEA units.

- 13.02 a. The Association shall have use of the school mail service and employee mail boxes for Association approved materials. However, mail service boxes shall not be used for the distribution of campaign materials of individuals seeking public office.
- b. Exclusive recognition shall entitle OEA to the right to organization announcements in faculty meetings and faculty bulletins to employees.
- c. The Association President shall be provided with up to two (2) hours of release time the day prior to new teacher orientation to meet with all new members of the bargaining unit.
- d. If requested to meet by the Administration, Officers and/or designees of the Association shall meet without loss of pay.
- 13.03 Pursuant to Board policy, the Association President, upon written request, shall be entitled to copies of:
- a. Form SF 1 and amendments;
- b. Approved minutes and the agenda of Board meetings (not later than the day prior to the meeting);
- c. Form SF 12 and amendments;
- d. Form SF 59 and amendments;
- e. July budget report;
- f. Annual appropriations resolution and amendments;
- g. December Treasurer's report;
- h. Amended Official Certificate of Estimated Resources and supplementary certificates;
- i. Projected student enrollment; and
- j. Packet of materials identical to that which the press receives at each Board meeting.
- 13.04 The Union President or designee(s) is to be routinely provided speaking time on the Employer's meeting agenda.

## ARTICLE XIV

### INDIVIDUAL RIGHTS

- 14.01 The Board of Education agrees that all members of the bargaining unit are entitled to full rights of citizenship regardless of race, color, creed, sex, age, handicap, disability, or place of national origin.
- 14.02 The Board of Education further agrees that members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest provided said activities do not interfere with the operation of the schools and the employee's job duties.
- 14.03 The Board of Education further agrees that members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form provided said activities do not interfere with the operation of the schools and the employee's job duties.
- 14.04 The Board of Education further agrees that the private and personal life of any employee is not within the appropriate concern or attention of the Board of Education as a condition of employment or renewed employment as long as it does not interfere with or affect his or her duties.
- 14.05 The Board of Education further agrees that members of the bargaining unit may wear insignia, pins or other identification of membership in the Association or other civil or professional organizations on school premises.
- 14.06 The Association further agrees that members of the bargaining unit shall abide by Board of Education policies. The Board will send a notice of the new or modified policy to all Bargaining Unit members by electronic mail.

## ARTICLE XV

### EQUAL RIGHTS CLAUSE

- 15.01 The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, disability, age, or national origin. The Employer shall not discriminate against employees because of membership in the Union or participation in Union activities.

## ARTICLE XVI

### VACANCIES, EMPLOYMENT, AND TRANSFER

- 16.01 a. A vacancy shall be defined as any provision in the bargaining unit resulting from:
1. An employee's leaving employment as a result of a termination, resignation, or death;
  2. An employee's non-renewal for just cause;
  3. An employee's promotion to another classification;
  4. An employee's assuming a non-bargaining unit position;
  5. The Board creation of a new bargaining unit position.

The Board retains the right to determine when and/or if a vacancy is to be filled.

- b. 1. The vacancy notice shall be posted within ten (10) work days of the occurrence of a vacancy the Board elects to fill. When a vacancy occurs it shall be posted on the district's website, and bulletin boards or a conspicuous place of each building for a period of ten (10) working days and a copy sent to the Union President.
2. The Association President will be informed of vacancies that occur during the summer months and a list will be posted on the district's website and in a conspicuous place in each building. Employees wishing to receive a copy of vacancies posted during the summer months should provide a self-addressed envelope to the Office of Human Resources before the end of the school year.
3. The vacancy notice shall include the position title, classification, entry level qualifications, licensing, and/or certification requirements; description of the position's duties; pay rate/grade of the position; title of current immediate supervisor; location where work is to be performed as to the date of posting; hours to be worked, date of initial posting; and last date to apply for the position.
- c. Horizontal moves (within the same classification) will be based strictly on seniority. The Board reserves the right to test an employee from a different classification or outside applicant at any time to determine whether he or she is qualified for the position. If there are no qualified bargaining unit members, the Board retains the right to appoint from other applicants.
- d. Any test used to determine qualifications will be developed by a joint committee consisting of three (3) administrators and three (3) bargaining unit members, one (1) of whom will be a member of the relevant classification. Any such test will be consistent with the essential job functions of the position. If the Committee cannot

agree on a test to be used, the Board shall have the right to seek independent third party validation of the test the Board proposes to use.

If no one from within the classification applies and a test is used, all applicants outside of the classification will be given a test specific to the classification. Anyone who passes the test will be deemed qualified and the most senior qualified applicant will be interviewed to ensure fitness for the position. If that applicant is deemed fit, he/she will be awarded the position.

- e. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial. The Board will not be arbitrary or capricious in filling the position. Any applicant who passed the test will not be required to take the test for twelve (12) months from the date of originally taking the test.
- f. No vacant position shall be filled using any other method than that stated in this Contract. If the initial vacancy occurs after December 31<sup>st</sup>, the vacancy shall be awarded within thirty (30) days, but shall not be filled by the successful bidder until the end of the school year (in the case of a twelve (12) month position) or the start of the following school year in the case of a ten (10) month position. Provided however that the successful bidder shall be entitled to any increase in pay or benefits associated with the new position retroactive to the date the position was awarded. Benefits shall include seniority. The District shall temporarily fill the vacancy for the remainder of the school year in which the vacancy occurs first with any eligible, qualified bargaining unit member who is on the layoff list and if no such employee exists, then the District may fill the position through the use of a temporary employee from inside or outside of the District for the remainder of the school year.
- g. No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.
- h. No transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff.

16.02 Disputes as to employment, seniority, transfer and promotion and all other alleged contractual violations shall be subject solely to the grievance procedure.

#### 16.03 INVOLUNTARY TRANSFER PROCEDURE

- a. If no employee requests the vacant position, the Employer may request an employee to accept an involuntary transfer. The least senior employee in the classification will be transferred.
- b. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

- c. Any employee involuntarily transferred shall be given written reason(s) for such transfer.
- 16.04 A transferred employee shall be placed at the appropriate step of the wage scale based on seniority in the system.

## ARTICLE XVII

### JOB DESCRIPTIONS

- 17.01 For each classification there shall be a job description. All material changes in job descriptions shall be bargained. The descriptions shall be distributed to all current bargaining unit members when hired by the District. The descriptions will include a minimum:
- a. Job Title and Description
  - b. Minimum requirements
  - c. A statement of required tasks and responsibilities
  - d. Immediate Supervisor's Title
  - e. Pay Range for Job
  - f. Length of Work Year
  - g. Length of Work Day
- 17.02 The basic compensation of each bargaining unit member shall be as set forth in negotiated schedules.
- 17.03 In the event that skill levels are increased, or new technology is introduced into the workplace, the Board shall provide instruction or training at no cost to the employee.
- 17.04 A Job Description Committee of two administrators designated by Human Resources and two (2) Association representatives appointed by the Association President will review Job descriptions every two (2) years or when requested by the Association or the Board.

## ARTICLE XIII

### SENIORITY

- 18.01 Bargaining unit seniority shall be defined as the length of continuous service held by an employee in all classifications in the Bargaining Unit and shall begin from the bargaining

unit member's first working day in a bargaining unit classification. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of application. If the dates of application are the same, then the employee's seniority shall be determined by the flip of a coin with an Association representative being present. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

- a. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
- b. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.
- c. No employee shall accrue more than one (1) year of seniority in any work year.

18.02 New employees shall be considered as probationary for the first ninety (90) work days in the position.

- a. During the first ninety (90) days a new employee may be removed for any cause.
- b. Upon completion of the probationary period, the employee shall be entered on the seniority list and shall rank in seniority from the first day of employment in the position.

18.03 For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- a. Attendance Aide
- b. Health Professional
- c. Interpreter
- d. Media Clerk
- e. Monitor
- f. Secretary A
- g. Secretary B
- h. Switchboard Operator
- i. Reception Specialist

- j. Elementary Itinerant Monitor
  - k. Part-Time Filing Clerks
- 18.04 A seniority list shall be prepared and maintained in accordance with this Agreement. The seniority list shall be posted annually, by October 31 of each work year. The Employer shall prepare and distribute electronically to the president and all members a seniority list indicating, by classification, the first day worked, and the date of Employer resolution to hire. Said list shall be provided to the Association President on or before the date of posting.
- A. The names of employees on the seniority list shall appear in seniority rank order within the District, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The list shall include their current classification and all other classifications previously held.
  - B. The names of part-time employees shall appear on the seniority list, but shall be listed in accordance with seniority as defined in Section 19.01, paragraph b.
  - C. Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.
- 18.05 Seniority shall be lost by a bargaining unit member upon removal, discharge, resignation, retirement or transfer to a non-bargaining unit position.

## **ARTICLE XIX**

### **SEVERABILITY**

- 19.01 In the event there is a conflict between a provision of this Agreement and applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to the provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- 19.02 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to

negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

- 19.03 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.
- 19.04 Bargaining and impasse under this article shall be governed by Article III, Sections 3.02 and 3.03.

## **ARTICLE XX**

### **INSURANCE PROGRAM**

- 20.01 All members of the bargaining unit regularly scheduled to work thirty (30) or more hours per week shall be offered the same schedule of health care benefits as the Board of Education provides to certificated employees.
- 20.02 Each member of the bargaining unit working thirty (30) or more hours per week shall be afforded a forty thousand dollar (\$40,000) term life insurance policy with double indemnity for accidental death.

## **ARTICLE XXI**

### **SEVERANCE PAY**

- 21.01 Upon a bargaining unit member's retirement or death (must be employed seven (7) years), said employee or his/her estate will receive severance pay computed from said employee's current per diem rate of pay and be based on twenty-five percent (25%) of accumulated unused sick leave up to a maximum of eighty (80) days that the employee has accrued at the time of retirement or death.
- 21.02 If, after receiving a payment under this provision, a bargaining unit member resumes employment with the Lorain City School System and again becomes eligible for payment hereunder, payment previously made will be deducted from any such payment to which he/she subsequently becomes entitled.

## ARTICLE XXII

### REDUCTION OF WORK FORCE, LAYOFF, AND RECALL

22.01 Definition: A reduction in force (RIF) shall be the permanent or temporary elimination of, or the failure to fill a position in the bargaining unit.

22.02 Reasons for RIF shall be the following:

- A. Decline in student enrollment.
- B. Return of an employee from a leave of absence.
- C. Lack of funds.
- D. Suspension of schools or territorial changes affecting the district.
- E. Lack of work.

22.03 Notification of Anticipated RIF

If the Superintendent determines a RIF may occur, the Superintendent shall notify the Association President in writing, not less than thirty (30) calendar days before the Board takes action to approve the RIF. Such notice will be in writing and will include the specific positions to be affected, the date the Board will take action to implement the reduction, name(s) of the employees to be affected, the effective date of the reduction, and the reasons for the proposed action. After sending the aforesaid notice, the Superintendent shall enter into discussions, but not negotiations, with the Association regarding the need for, manner of implementation, and impact of, and other aspects of the contemplated RIF. Notwithstanding the previous sentence, the Board retains the sole prerogative to implement a RIF provided the reason(s) thereof is/are contained in Section 22.02. Any bargaining unit member who is to be RIF'd will be so notified in writing at least seven (7) calendar days before the Board is scheduled to take action to approve the RIF. Such notice will include the proposed effective date of the reduction and the reasons for the proposed action.

If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association.

Nothing herein shall delay or postpone the effective date of the reduction as approved by the Board.

22.04 Implementation

- A. In determining the position(s) to be reduced, or not filled within a classification(s), the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, termination for cause, or death will not be filled.
2. If additional reduction is necessary, the Board shall first RIF probationary bargaining unit members in that classification, then the least senior bargaining unit members in the affected classification, based on system-wide seniority.
3. A RIF'ed employee has the right to displace the employee with the least seniority in the following order:
  - a. First, within the classification position from which the employee was laid off (e.g., secretary) with the equivalent hours and days.
  - b. Any employee who is displaced by a more senior RIF'ed employee has the option of displacing the least senior employee within his/her classification who normally works the equivalent number of hours and days.
4. Employees who are laid off or displaced from their positions within one classification have the right to displace an employee with less seniority from a different job classification provided the employee has previously held a Board appointed bargaining unit position within that classification.
  - a. A laid off employee may displace the least senior employee from any position in any classification who normally works the same or the next lower number of hours, if the employee has previously held a position in that classification.
5. If an employee cannot bump the least senior employee from a position having equivalent hours and days following the sequence as set forth above, the employee may bump the least senior employee in accordance with the sequence set forth above without regard for the hours or days. If the employee would suffer such a reduction, the employee may elect to be laid off.
6. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees, who are qualified for the position have been offered such position.
7. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a qualified employee on layoff status.
8. Work previously performed by laid off employees shall not be subcontracted.
9. Qualifications for a bargaining unit position shall not be upgraded for the sole purpose of preventing the recall of a laid off employee. The Administration will articulate the reasons for upgrading qualifications to the Association President.

## 22.05 Recall Rights

- A. A laid off or reduced employee shall be subject to recall or restoration in reverse order of the layoff.
- B. Notice of recall will be sent by certified mail to the last address given to the Board by the bargaining unit member. A copy of the notice of recall will be given to the Association President. If a bargaining unit member fails to respond in writing by certified mail or by personal visit to the Board office within fifteen (15) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- C. A bargaining unit member who is RIF'ed will remain on the recall list for thirty (30) calendar months unless the RIF'ed employee was a probationary employee in which case the time on the recall list shall be twelve (12) months after the effective date of his/her RIF unless he/she,
  - 1. Waives his/her recall rights in writing;
  - 2. Resigns;
  - 3. Fails to accept recall to the position he/she held immediately prior to the RIF or to an equivalent position with equivalent hours;
  - 4. Fails to report to work in a position that he/she had accepted within ten (10) work days after receipt of the notice of recall unless such employee is sick or injured.
- D. An employee may be recalled to a different classification if he/she has previously worked in the classification or is deemed qualified for the position per the testing procedure outlined in 17.01 e. If an employee is recalled or restored to a different classification during the recall period, that employee shall have the first recall/restoration right back to his/her classification when the opening occurs.
- E. Those employees laid off or restored, and, beyond the recall/restoration limitations above, if rehired or restored to the position he/she held at the time of the RIF, shall be placed at the rate of pay in effect at the time of layoff.

## 22.06 Limitations

- A. A RIF'ed employee shall have the unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position in hours and days.
- B. The Board shall recognize additional certification/licensure or other required qualifications, attained while on layoff status for recall purposes, provided such

information is filed with the Board, in writing, prior to any recall notice sent by the Board.

- C. The Board will continue payment of health care benefits for the next succeeding full month after layoff. After a RIF'ed employee's paid health care benefits have ceased, he/she will have the option to remain an active participant in life, medical, vision, and dental insurance programs by contributing thereto the amount necessary to maintain such fringe benefits.

### **ARTICLE XXIII**

#### **SERS/SHELTERED PICK-UP**

- 23.01 Effective July 1, 1993, the Board shall designate each classified employee's mandatory contributions to the School Employees Retirement System (SERS of Ohio) as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77- 464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory SERS contribution which has been designated as "picked up" by the Board, and that amount designated as "picked up" by the Board shall be included in computing final average wages, provided that no employee's total wages are increased by such "pick-up."

### **ARTICLE XXIV**

#### **FAIR SHARE FEE**

- 24.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the classified employee's association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 24.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- 24.03 Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be required probationary period of newly employed bargaining unit members.
- 24.04 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 24.05 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 24.06 The Association represents to the Board that the internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 24.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 24.08 The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
  - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE XXV**

**VACATIONS**

- 25.01 Bargaining unit members working twelve (12) months shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times mutually scheduled with their immediate supervisor. In work sites with multiple eligible bargaining unit members, the member having the greatest seniority shall have preference for vacation date(s).
- 25.02 Vacation time may be accumulated from year-to-year up to a maximum of fifty (50) workdays total. Upon retirement or resignation, a bargaining unit member shall be paid for all unused vacation time plus prorated unused vacation for the current year based upon his/her then current rate of pay. Vacation time shall be accrued on a monthly basis for the following schedules:

12 Month Bargaining Unit Members

<u>Years of Service Completed</u>	<u>Vacation Days Earned</u>
1-5	10 Days
6-10	15 Days
11-20	20 Days
21-25	25 Days

- 25.03 Eligible employees new to a 12-month classification may be eligible for a prorated share of vacation pursuant to O.R.C. Chapter 12.

**ARTICLE XXVI**

**HOLIDAYS**

- 26.01 The following days which fall within an employee's work year shall be paid as holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas, Good Friday and Picnic Day (as scheduled by Administration). Two (2) additional days during winter break to be designated by the Administration.
- 26.02 If New Year's Day, Independence Day, or Christmas Day falls on a Saturday, time off shall be granted on the Friday before, and if such holiday falls on a Sunday, time off shall be granted on the Monday following.
- 26.03 Bargaining unit members who are requested to work a holiday, excluding picnic day, will be compensated at two (2) times their normal pay.

## **ARTICLE XXVII**

### **COST OF MASTER AGREEMENT**

- 27.01 The Lorain Board of Education and Lorain City School Association of Classified Employees/OEA/NEA shall share equally the cost of having one hundred (100) copies of the Master Agreement printed.

## **ARTICLE XXIII**

### **TRANSPORTATION REIMBURSEMENT**

- 28.01 Bargaining unit members who have regular assignments in more than one (1) job site or by nature of their assignment require travel during their regular day, shall be reimbursed at the current IRS rate. Mileage will be measured daily from the first job site to the final job site. Bargaining unit members will submit vouchers quarterly and will be paid on the second pay period after receipt of the voucher.
- 28.02 It is understood that at no time shall a student be transported in an employee's private vehicle. The only exception to not transporting students will be in the case of the Health Professionals and Attendance Aides. Health Professionals and Attendance Aides, whose job duties include transportation of students, shall receive an annual one hundred dollar (\$100) stipend for transportation. The Board of Education shall hold bargaining unit members harmless under O.R.C. Chapter 2744.

## **ARTICLE XXIX**

### **CALAMITY DAYS**

- 29.01 Bargaining unit members shall not be required to report to work when the building is closed because of inclement weather, other calamity or when the school system is closed to students because of a calamity. However, all unit members assigned Charleston Center will be expected to work unless notified not to report by the Superintendent or a Director. Employees shall not have their pay reduced because of calamity days.
- 29.02 Support staff employees are required to report for work when an individual building is closed for an emergency such as a broken water line, unless they are specifically instructed to stay at home. They may be reassigned to a different work station for the duration of the emergency by their usual supervisor.
- 29.03 Employees who are notified to work and do actually work on those days designated as calamity days shall receive their regular compensation for the day plus time and one-half for actual time worked as assigned on calamity days.

## ARTICLE XXX

### WORK YEAR, WORK WEEK, WORKDAY

- 30.01 The normal work year for school year bargaining unit members shall be that indicated in Subsection 30.04 per the adopted school year calendar, dependent upon classification.
- 30.02 The normal work year for Secretary (A) and all other (full year) bargaining unit members shall be twelve (12) months, July 1 through June 30, and eight (8) hours per day.
- 30.03 The normal work week for all bargaining unit members is Monday through Friday.
- 30.04 The normal workday and work year for school year bargaining unit members shall be:

<u>Classification</u>	<u>Hours</u>	<u>Days (including 13 holidays)</u>
Attendance Aide	8.0 hours	195
Health Professionals - Elementary	7.0 hours	196
Jr. High/High Schools	8.0 hours	196
Interpreter	7.5 hours	196
Library Media Clerk	8.0 hours	210
Monitor	8.0 hours	192
Secretary A	8.0 hours	260
Secretary B	8.0 hours	210
Switchboard Operator	8.0 hours	210
Filing Clerks	Less than 30 hours per week	

1. All bargaining unit members shall have an unpaid duty-free lunch period of at least thirty (30) minutes duration.
2. If there is summer school, the secretaries to the principals at those schools shall have their number of work days increased by the number of days of summer school. If the building secretary opts not to work those days the position will be posted.
3. Subject to approval of the appropriate school principal, the working hours for attendance aides shall be changed to 7:30 a.m. to 4:30 p.m.
4. If the normal school year is extended because of state mandate or local decision, employees scheduled to work those days will be paid at their per diem rate. If a full

complement of staff is not needed, positions will be filled by staff within the classification within each building first and then by the most senior staff within the classification within the district.

30.05 Overtime shall be divided among bargaining unit members within each (school building) (department) as follows:

Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected (building)(department)(classification) refuse the overtime following a second offer, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the employer to perform the overtime work.

30.06 The following conditions shall apply to all overtime work:

- a. Time and one-half will be paid for all hours worked over regular hours, forty (40), in one (1) week.
- b. Double-time will be paid for all hours worked on Sundays and holidays.
- c. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member. Such compensatory time shall be at time and one-half or double-time, whichever is applicable.

30.07 The Employer shall provide substitutes as needed due to the absence of a regular bargaining unit member.

30.08 A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

30.09 Interpreters and Health Professional Working Conditions

- a. Additional costs incurred for licensure requirement will be the responsibility of the individual interpreter. However, if training is offered during the workday and a qualified substitute is available, the interpreter or health professional may be excused for up to three (3) days for licensure requirements without pay.
- b. L.P.D.C. Language (See 30.10)
- c. Any full time interpreter's workday may be up to seven (7) hours of scheduled assignments, exclusive of a 30-minute lunch period.

- d. Interpreters shall be provided a desk, filing cabinet, and a secure place to lock up personal items.
- e. If available, substitutes shall be provided when an interpreter or health care professional is absent.
- f. If no substitute is available and an interpreter is requested to run another full-time interpreter's schedule, in addition to his/her own schedule that day, he/she shall receive sixty dollars (\$60.00) (thirty dollars (\$30.00) for ½ day) for the additional schedule worked. Reimbursement shall be processed through the time card procedure.

### 30.10 Professional Development

- a. In accordance with O.R.C. 3319.22, the parties agree to establish a committee called the Local Professional Development Committee.
  - 1. This committee shall consist of three (3) members appointed by the Association President and two (2) members appointed by the Superintendent. One (1) of the Superintendent's appointees will be a principal employed by the District.
  - 2. These appointments shall be made annually on or before May 1<sup>st</sup>. When an appointee removes himself from the committee during the year, a replacement appointment will be made by the Association President and the Superintendent.
  - 3. The appointments shall be made by each party outlined above notifying the other of those appointed.
- b. This committee will be responsible for approving the reviewing personal development plans for course work, continuing education units, and/or other equivalent activities.
- c. This committee will meet as necessary.
  - 1. The committee may also be convened by the request of two (2) sitting members to deal with emergency situations.
  - 2. The committee will normally meet during regular school hours; and if it becomes necessary to schedule a meeting beyond the normal day, the members will be compensated at their normal hourly rate.
- d. All decisions of this committee may be made by a majority vote of the committee members present and voting.
- e. If during the course of carrying out committee responsibilities there is a requirement to have in-service or training, they may do so at no cost to the committee or loss of

pay. All necessary, actual and reasonable costs of training – including all registration costs, travel, meals, accommodations, and mileage – will be reimbursed by the Board of Education in accordance with the negotiated agreement.

- f. If a bargaining unit member is in dispute of a decision made by this committee, they may appeal within three (3) days to the Association President and the Director of Staff and Community Relations who will render a decision jointly.
- g. NEOEA Day will be scheduled as a professional day. Employees shall have the option of attending NEOEA Day workshops or working a normal school day.

## ARTICLE XXXI

### BARGAINING UNIT MEMBER EVALUATIONS

- 31.01 The purpose of evaluation is to assess an employee's work performance, to help the employee to achieve greater effectiveness in performance of the work assignment, or to constitute the basis for personnel decisions including promotions, reassignments, or contract non-renewal or termination. A bargaining unit member shall be evaluated by a supervisor, said supervisor must have worked with the bargaining unit member at least sixty (60) calendar days prior to the evaluation. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- a. Evaluation of an employee shall be conducted by the employee's immediate supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. However, the evaluator may seek input from the employee's other supervisors. The evaluator shall not be a bargaining unit member.
  - b. Not later than September 15 each year, or in the case of a new employee within thirty (30) days of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor.
  - c. An employee newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.
  - d. An employee shall be evaluated on criteria set forth in the Evaluation Instrument (See Appendix of this Contract). However, a joint committee will be formed in the 09-10 school year and will meet throughout the year to consider possible revisions of the Evaluation Instrument. If the Association and Board agree on the revisions, a Memorandum of Understanding will be signed reflecting the agreement.
- 31.02 All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees

with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor determines a bargaining unit member is doing unacceptable work, the reasons therefore shall be specifically identified with specific recommendations for improvement.

- 31.03 Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit members shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- 31.04 For new employees, at the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.
- 31.05 Evaluations shall be completed sometime between January 1 and the second week in May.
- 31.06 If the evaluator or the Superintendent decides to recommend any adverse personnel action, the employee shall be given the reasons in writing at least seven (7) days prior to any official Employer action.
- 31.07 An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

## ARTICLE XXXII

### TUITION REIMBURSEMENT

- 32.01 The Board agrees to pay up to one hundred dollars (\$100.00) per quarter hour or one hundred fifty dollars (\$150.00) per semester hour to full-time employees who successfully complete education courses by attaining a grade C or above, and which is accepted by the Ohio Department of Education for licensure purposes or for voluntary coursework directly related to the employee's current position. Any such coursework must be pre-approved by the administration.
- 32.02 An employee may receive reimbursement for a maximum of three (3) semester hours or six (6) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board Treasurer to be eligible for tuition reimbursement.
- 32.03 An employee must be employed in the district the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.

32.04 The Board's maximum liability for tuition reimbursement under this Article shall be ten thousand dollars (\$10,000) per fiscal year. Subject to this limitation, employees shall be eligible for tuition reimbursement on a first come – first serve basis.

1. The employee must file, no later than October 15, a payment receipt and transcript of credits showing the coursework completed with the Board Treasurer.
2. Reimbursement will be made no later than the last pay in November for work completed the previous school year/summer.

32.05 The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency. Any unused balance shall be carried over to the next fiscal year.

### **ARTICLE XXXIII**

#### **RETIREMENT INCENTIVE BONUS**

33.01 The Board will agree to enter into negotiations with the Association if the Board adopts Early Retirement Incentive Plan.

### **ARTICLE XXXIV**

#### **ELEMENTARY SCHOOL LIBRARY/MEDIA CLERK SCHEDULING**

34.01 If at the elementary school buildings, the schedule established by the building administrator requires a Library/Media Clerk to see classes more than one hundred eighty (180) minutes in a class day, the building administrator at the request of the Library/Media Clerk shall meet to discuss adjustments, if any, that could be made to the Library/Media Clerk's schedule.

34.02 At the meeting, the building administrator will consider proposed changes to the Library/Media Clerk's schedule, and will adopt a revised schedule, provided same is consistent with the educational requirements of the school and the schedules of teachers affected, as solely determined by the administrator.

34.03 Alleged misinterpretations, misapplications or violations of this provision shall not be subject to the grievance procedure, except if the building administrator fails to meet with the Library/Media Clerk upon request as provided in 34.01.

## ARTICLE XXXV

### DURATION OF CONTRACT/AGREEMENT

- 35.01 The provisions of this Agreement shall be effective as of July 1, 2013 and shall remain in full force until June 30, 2016.
- 35.02 For the duration of this Agreement, there shall be no lockout, strike, slowdown, or withholding of services. The Association will actively discourage any strike, slowdown, or withholding of services by members of the bargaining unit.
- 35.03. Non-Reprisal

The Board agrees that there shall be no reprisals against a bargaining unit member for protected legal activity arising out of such activities leading up to the strike of November 4, 2004.

## ARTICLE XXXVI

### SALARY SCHEDULE (Effective July 1, 2013)

- 36.01 The salary schedule (Effective July 1, 2013)

Secretary A (12 months)	\$14.40/hour
Secretary B (10 months)	\$14.40/hour

The base hourly rate of a Secretary A and Secretary B shall be increased to fifteen dollars (\$15.00) per hour on the date that secretary demonstrates proficiency in the following four (4) areas: Excel Spreadsheet, Microsoft Word, Power Point and Power School software programs. The determination as to proficiency shall be made by an independent third party who is qualified to assess competency in the areas tested. The District agrees to provide training to secretaries in each of the four (4) areas described above. Training shall be delivered by a qualified third party.

Media Clerk	\$12.35/hour
Interpreter	\$16.50/hour
Health Professional	\$16.50/hour
Attendance Aide	\$10.35/hour

All bargaining unit members shall be eligible for the base pay increases noted above for their classifications. All bargaining unit members shall also be eligible for the new longevity cap.

A. Longevity

In addition to an employee's base rate of pay, each employee shall receive longevity pay as follows: Fifty cents (50¢) per hour after five (5) years of continuous service with the District and thereafter, an additional ten cents (10¢) per hour for each year of continuous service thereafter. The maximum longevity pay shall be two dollars (\$2.00) per hour.

B. Wage Reopener

The District agrees to re-open negotiations with the Union for wages only if at any time after July 1, 2014 the District awards a general base pay increase to any other bargaining unit.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this 15 day of May, 2014.

**THE LORAIN CITY SCHOOLS BOARD OF EDUCATION**

By: Timothy Williams President

**THE LORAIN ASSOCIATION OF CLASSIFIED EMPLOYEES/OEA/NEA**

By: Helen M Pagan

Date Filed \_\_\_\_\_

Grievance No. \_\_\_\_\_

**GRIEVANCE REPORT FORM**  
(to be filed in triplicate)

Name of Aggrieved \_\_\_\_\_ Assignment \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

Date \_\_\_\_\_

**STEP TWO**  
(Submitted to Immediate Supervisor)

Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Aggrieved \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

Date \_\_\_\_\_

**STEP THREE**  
(Submitted to Superintendent)

Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Lorain City School District  
Employee Evaluation Form - LACE**

Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

Job Title \_\_\_\_\_

Please rate the below criteria for employee as **Exceptional, Excellent, Very Good, Fair** or **Poor**. Then provide a brief explanation or example of why they deserve that rating. Any criteria not pertinent to the employee's job description shall be marked N/A.

**1. Dependability**

Can be relied upon to be available for work and do it properly; Performs work in a reliable, trustworthy, and persistent manner; Makes every effort to perform their duties to the best of their ability and in an efficient and safe manner.

Rating: \_\_\_\_\_

Reason for Rating: \_\_\_\_\_  
\_\_\_\_\_

**2. Initiative**

Does not require detailed supervision; Moves easily from one task to another without requiring reminders and assignment from supervisors; Recognizes the work that needs to get done and completes it without procrastination or close supervision.

Rating: \_\_\_\_\_

Reason for Rating: \_\_\_\_\_  
\_\_\_\_\_

**3. Interpersonal Relations**

Establishes and maintains effective working relationships with officials, administrators, supervisors, co-workers, and staff; Deals with students and the public in a highly courteous and professional manner; Serves as a knowledgeable and responsible representative of the District.

Rating: \_\_\_\_\_

Reason for Rating: \_\_\_\_\_  
\_\_\_\_\_

**4. Organization of Work**

Work area is organized in an efficient manner; Maintains a clean and orderly work area; Plans and organizes and prioritizes tasks in an efficient manner.

Rating: \_\_\_\_\_

Reason for Rating: \_\_\_\_\_  
\_\_\_\_\_

**5. Judgment**

Demonstrates use of common sense, resourcefulness, or originality in handling/resolving non-routine work related problems within confines of policy/procedures; Makes correct decisions within area of authority.

Rating: \_\_\_\_\_

Reason for Rating: \_\_\_\_\_  
\_\_\_\_\_

**Please rate the employee on a scale of 1 through 5, with 5 being the highest on the following issues. Any issue not pertinent to the employee's job description shall be marked N/A.**

Attendance/Punctuality	1	2	3	4	5	Productivity	1	2	3	4	5
Knowledge of Work	1	2	3	4	5	Care of Equipment	1	2	3	4	5
Adaptability	1	2	3	4	5						

Any criteria rated Fair or Poor, or any issue related 1 or 2, requires the evaluator to specifically identify the problem areas(s) and to provide specific recommendations for improvement on a separate attached paper WHICH THE EMPLOYEE MUST COUNTERSIGN ACKNOWLEDGING RECEIPT.

Additional Evaluation Comments:

Evaluator's Signature: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_ to \_\_\_\_\_

Employee Comments:

I have read and reviewed my supervisor's evaluation of my job performance. I have been given an opportunity to review this evaluation with my evaluator and understand that this evaluation will be entered into my personnel file. By signing this it does not necessarily indicate agreement with the evaluation.

Employee's Signature: \_\_\_\_\_ Date of Evaluation Review: \_\_\_\_\_

White Copy – Human Resources

Yellow Copy – Evaluator

Pink Copy – Employee

January, 08

## **JOB DESCRIPTION**

**Title:** Administrative Secretary 12 month – 10 month  
B-10 A-12

**Reports To:** Assigned Administrator

**Salary Grade:**

**FLSA Status:** Non-exempt

**Date:** July 1, 2013

### **JOB SUMMARY:**

Perform duties to provide clerical and administrative support.

### **ESSENTIAL JOB FUNCTIONS:**

- Serves as receptionist for visitors to the school or office and answers telephone, records messages and maintains communications records.
- Responsible for copying, typing and preparing necessary memos and other correspondence.
- Prepares financial deposits and maintains financial records.
- Establish and maintain required records and files.
- Collects, maintains and organizes pertinent data as requested and is puts it into a usable form (i.e. EMIS).
- Performs bookkeeping tasks associated with specific building position (i.e. petty cash account, purchase orders, cash deposits, student activity account, etc.).
- Greets visitors courteously, assists them with the purpose of their visit and directs them to appropriate person and/or location and checks appointments.
- Distributes inter-office and intra office messages and mail.
- Maintains and orders office supplies and other requested materials.
- Completes student attendance reports/profiles and assists with preparation of court referrals.
- Inputs data regarding staff and student attendance and prepares reports regarding same as required, including use of the District's electronic and manual data storage systems.
- Maintains positive working relationship with staff, public, students and administration.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employee along with the ability to interpret and follow the policies and procedures.
- Completes assigned tasks within specified time limits and is punctual.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend meetings/professional development classes, as required by the District.

### **MINIMUM REQUIREMENTS:**

High school diploma or equivalent. Computer proficiency, typing proficiency and clerical skills. Working knowledge of Windows based software and other software packages as required by the District. Ability to handle sensitive, confidential information. Demonstrate an ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated background checks and substance abuse tests as determined by the District.

**WORKING CONDITIONS:**

Most time is spent in an office environment. The employee will be required to sit for extended periods and will spend a portion of their time on the telephone. Must be able to bend, stoop, walk, and lift and push minimal loads at various times. A considerable amount of time will also be spent working on a computer. The employee must have close vision ability and be able to operate the required equipment. Interpersonal contact is required. Must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 10 or 12 months as determined by the District. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.

## **JOB DESCRIPTION**

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**Title:** Health Professional  
**Reports To:** Assigned Administrator  
**Salary Grade:**  
**FLSA Status:** Non-exempt  
**Date:** July 1, 2013

### **JOB SUMMARY:**

Perform duties to provide medical support.

### **ESSENTIAL JOB FUNCTIONS:**

- Maintains orderly and current health and immunizations records, including Emergency Medical Authorization (EMA) forms for all students in accordance with State requirements.
- Administers appropriate first aid and care of the ill or injured according to school district policies.
- Excludes and readmits students who have been ill due to environmentally related problems, including contagious diseases as set by the Ohio Department of Health guidelines.
- Maintains confidentiality of student's health records.
- Completes and submits appropriate paper work to State.
- Prepares accident reports for individuals assessed by the nurse.
- Serves as a contact between the home and school.
- Distributes medications to students in accordance with Board policy and State laws and written direction from the student's physician or the IEP.
- Provides medical services to special need children as the need arises according to Board policy and written direction from the student's physician.
- Performs State and school district screenings of students and makes appropriate referrals.
- Maintains positive working environment for their clinic.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employee along with the ability to interpret and follow the policies and procedures.
- Completes assigned tasks within specified time limits and is punctual.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend required meetings.
- Operate required office equipment.

### **MINIMUM REQUIREMENTS:**

Licensure and experience as a practical or registered nurse and any additional qualifications as established by the Ohio Board of Nursing. Ability to handle sensitive, confidential information. Ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated criminal checks and substance abuse test.

**WORKING CONDITIONS:**

Almost all time is spent in an office environment. Must be able to bend, stoop, walk, and lift and push minimal loads at various times. A considerable amount of time will also be spent working on a computer so the employee should have close vision ability and be able to operate the required equipment. A great deal of interpersonal contact is required so the individual must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 184 days plus agreed to holidays. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.

## **JOB DESCRIPTION**

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**Title:** Switchboard Operator  
**Reports To:** Assigned Administrator  
**Salary Grade:**  
**FLSA Status:** Non-exempt  
**Date:** June 30, 2009

### **JOB SUMMARY:**

Perform duties to provide clerical and administrative support.

### **ESSENTIAL JOB FUNCTIONS:**

- Operates the telephone systems, to include logging and reporting problems.
- Receives incoming telephone calls, records messages and maintains records.
- Maintains a consistent and regular filing system.
- Responsible for copying, typing and preparing necessary memos and other correspondence.
- Greets visitors courteously, assists them with the purpose of their visit and directs them to appropriate person and/or location.
- Assists with the distribution of inter-office and intra office mail.
- Trains substitute switchboard operators.
- Responsible for the general appearance of the switchboard work area.
- Maintains and orders office supplies and other requested materials.
- Maintains positive working relationship with staff, public, students and administration.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employee along with the ability to interpret and follow the policies and procedures.
- Completes assigned tasks within specified time limits and is punctual.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend required meetings.

### **MINIMUM REQUIREMENTS:**

High school diploma or equivalent. Computer literacy, basic typing and clerical skills. Working knowledge of Windows based software along with ability to learn new software packages as required. Ability to handle sensitive, confidential information. Ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated criminal checks and substance abuse test.

### **WORKING CONDITIONS:**

Almost all time is spent in an office environment. The employee will be required to sit for extended periods and will spend a portion of their time on the telephone. Must be able to operate switchboard equipment and/or communication equipment. Must be able to bend, stoop, walk, and lift and push minimal loads at

various times. A considerable amount of time will also be spent working on a computer so the employee should have close vision ability and be able to operate the required equipment. A great deal of interpersonal contact is required so the individual must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 210 work days plus agreed to holidays. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.

## **JOB DESCRIPTION**

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**Title:** Media Clerk  
**Reports To:** Assigned Administrator  
**Salary Grade:**  
**FLSA Status:** Non-exempt  
**Date:** June 30, 2009

### **JOB SUMMARY:**

Perform duties to operate and maintain school library.

### **ESSENTIAL JOB FUNCTIONS:**

- Checks materials in and out of the library.
- Sends overdue notices, collects fines, and types.
- Compiles circulation data.
- Coordinates movement of materials within the school and on intra-district library loan.
- Mends books, magazines, etc., needing repair.
- Prepares new library materials.
- Prepares books for shelving/circulation.
- Maintains computerized requisitions for materials and supplies.
- Prepares inventories annually.
- Prepares bulletin boards.
- Does necessary reproduction of library statistics.
- Assists students and staff in locating books, periodicals, or other information.
- Informs the administration of areas where deficiencies exist.
- Maintains an inventory of audio-visual materials.
- Selects and receives, books, periodicals, audio visual materials and equipment- working within library budget- for purchase, and compiles requisitions-post on computer.
- Monitors attendance in the library and keeps attendance records. Responsible for elementary classes scheduled to be in the library. Maintains class control and discipline during library time and ensure the safety of the students.
- Maintains the library and its displays in a neat and attractive condition.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employ along with the ability to interpret and follow those policies and procedures.
- Coordinate TV and broadcast schedules as well as set up equipment for staff meetings, keeps library materials and equipment in working order.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend required meetings.

### **MINIMUM REQUIREMENTS:**

Education as required by the Ohio Department of Education and the federal mandates of the No Child Left Behind Act. High school diploma or equivalent. Ability to learn and understand library systems. Computer

literacy, basic typing and clerical skills. Working knowledge of Windows based software along with ability to learn new software packages as required. Ability to manage, guide, and direct students. Ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated criminal checks and substance abuse test.

**WORKING CONDITIONS:**

Almost all time is spent in a library environment. The employee will be required to sit and stand for extended periods of time. Must be able to bend, stoop, walk, and lift and push various loads often. A considerable amount of time will also be spent working on a computer so the employee should have close vision ability and be able to operate the required equipment. A great deal of interpersonal contact is required so the individual must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 178 day, school days plus agreed to holidays. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.

## **JOB DESCRIPTION**

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**Title:** Attendance Aide  
**Reports To:** Assigned Administrator  
**Salary Grade:**  
**FLSA Status:** Non-exempt  
**Date:** June 30, 2009

### **JOB SUMMARY:**

Perform duties to provide accurate student attendance records.

### **ESSENTIAL JOB FUNCTIONS:**

- Completes student absence reports/profiles and assists with preparation of court referrals.
- Makes home contacts, including home visits, concerning student absence.
- Refers to appropriate administrator, after proper investigation, all data related to student absence/employment with documentation as required.
- Maintains confidentiality of records and information.
- Maintains positive working relationship with staff, public, students and administration.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employee along with the ability to interpret and follow the policies and procedures.
- Completes assigned tasks within specified time limits and is punctual.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend required meetings.

### **MINIMUM REQUIREMENTS:**

High school diploma or equivalent. Computer literacy, basic typing and clerical skills. Working knowledge of Windows based software along with ability to learn new software packages as required. Ability to handle sensitive, confidential information. Ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated criminal checks and substance abuse test.

### **WORKING CONDITIONS:**

Almost all time is spent in an office environment. The employee will be required to sit for extended periods and will spend a portion of their time on the telephone. Must be able to bend, stoop, walk, and lift and push minimal loads at various times. A considerable amount of time will also be spent working on a computer so the employee should have close vision ability and be able to operate the required equipment. A great deal of interpersonal contact is required so the individual must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 184 work days plus agreed to holidays. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.

## **JOB DESCRIPTION**

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**Title:** Interpreter for Hearing Impaired Students

**Reports To:** Assigned Administrator

**Salary Grade:**

**FLSA Status:** Non-exempt

**Date:** June 30, 2009

### **JOB SUMMARY:**

Perform duties to provide interpreter services for hearing impaired students.

### **ESSENTIAL JOB FUNCTIONS:**

- Interprets lecture materials as accurately as possible while conveying the content and spirit of the speaker using language most readily understood by the student(s).
- Responsible for being in the place, during regular classroom or at school assemblies or functions, with the best distance, lighting, background, and angle for student viewing. Consults with students and instructors regarding this.
- Interpreter shall keep all assignment related information strictly confidential.
- Voice interprets student responses as accurately as possible.
- Provides oral interpreting services when requested.
- Interpreter shall not counsel, advise, or interject personal opinions while interpreting for a student.
- Shall tutor student(s) in mainstream subject matters as assigned.
- When requested, will provide interpreting/note-taking services for extracurricular activities graduation, parent/teacher conferences in which a hearing handicapped student and/or parent is involved.
- Performs tutor and hearing impaired student monitoring functions as time permits.
- Maintains positive working relationship with staff, public, students and administration.
- Maintains current knowledge of Board of Education policies, department policies and the negotiated agreement which apply to the employee along with the ability to interpret and follow the policies and procedures.
- Completes assigned tasks within specified time limits and is punctual.
- \*Any other related duties as assigned by the administrator.

### **NON ESSENTIAL JOB FUNCTIONS:**

- Attend required meetings.

### **MINIMUM REQUIREMENTS:**

Education as required by the Ohio Department of Education and the Federal mandates of the No Child Left Behind Act. Experience and demonstrated competency in interpreting to hearing impaired individuals. Working knowledge of assigned grade/subject level. Computer literacy, basic typing and clerical skills. Working knowledge of Windows based software along with ability to learn new software packages as required. Ability to handle sensitive, confidential information. Ability to deal with the public tactfully and courteously and work harmoniously with parents, students and other employees. Able to pass Federal/State mandated criminal checks and substance abuse test.

### **WORKING CONDITIONS:**

Almost all time is spent in a classroom environment. The employee will be required to sit and stand for extended periods. Must be able to bend, stoop, walk, and lift and push minimal loads at various times. A great deal of interpersonal contact is required so the individual must have excellent language and speaking skills. Potential exposure to human blood, bodily fluids, tissue or other infectious materials.

**TERMS OF EMPLOYMENT:** 180 student days, plus agreed to holidays. Hourly rate as determined by placement on the negotiated salary schedule.

*The information contained within this job description is for compliance with Americans with Disabilities Act (ADA) and is not an exhaustive list of duties for this position. Additional duties will be performed by the individual holding this position and additional duties may be assigned in the future.*

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

\*Disputes over assignment of related tasks shall be subject to expedited binding arbitration.