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NEGOTIATED AGREEMENT

between the

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, CHAPTER #599**

July 1, 2013 - June 30, 2016

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ARTICLE I – RECOGNITION

A. Parties to the Agreement

This Agreement is by and between the Waynesfield-Goshen Local School District Board of Education, hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees Chapter #599, hereinafter referred to as the “Association.”

B. Bargaining Unit

1. The Board agrees to recognize the Association as the sole and exclusive representative for all non-teaching employees of the District including, but not limited to:

- a. Food Service Employees;
- b. Bus Drivers;
- c. Aides/Paraprofessionals;
- d. Secretaries;
- e. Custodians; and
- f. Building Cleaner.

*If mechanics, monitors, or clerical positions are created in the future, they will be part of the bargaining unit.

2. Excluded from the Bargaining Unit are:

- a. Casual, Seasonal and Substitute Employees;
- b. Confidential Employees;
- c. Management Level Employees;
- d. Supervisors;
- e. Professional Employees as defined by Chapter 4117 of the Ohio Revised Code;
- f. Treasurer of the Board;
- g. Secretary to the Superintendent;
- h. Technology Coordinator; and
- i. Maintenance Supervisor/Business Manager.

C. The recognition shall remain in effect for the term of the Agreement.

ARTICLE II C NEGOTIATIONS PROCEDURE

A. Procedure

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party. Negotiations for a successor Agreement shall begin at least one hundred ten (110) days prior to the expiration of the Agreement unless the parties agree to a later date. Within ten (10) working days of transmittal of said Notice, the parties shall agree upon a date for their first negotiation session. The first negotiation session shall be for the purpose of exchanging written proposals and determining any ground rules deemed necessary. No additional issues shall be introduced by either party after the initial meeting unless mutually agreed by both parties. At any negotiation session, either party may be represented by no more than six (6) representatives including consultants. Neither party shall have control over the selection of the bargaining representative of the other party.

B. Scope of Bargaining

Matters subject to negotiation shall be wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any provision of the existing Agreement.

C. Dispute Resolution Procedure

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held, the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned Mediator shall have the authority to call meetings for the purpose of promoting an Agreement between the parties.
5. The Mediator has no authority to recommend or to bind either party to any agreements.

6. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. '4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. '4117.14.
7. Both parties agree that this procedure is the final step in the dispute resolution procedure.

D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as Tentative Agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

E. Agreement Procedure

When the respective teams reach or conclude a Tentative Agreement, that Agreement shall be reduced to writing, initialed, and dated by a representative of both negotiation teams. When the parties reach or conclude a Tentative Agreement on all matters before them in negotiations, it will be submitted for consideration to the Association membership. Upon ratification by the Association, it will be submitted to the Board for consideration. Upon official adoption by both parties, three (3) originals shall be fully signed and executed with one (1) such original to be retained by the Board, one (1) for the Association, and one (1) filed with the State Employment Relations Board (SERB) in accordance with Ohio Law.

ARTICLE III c GRIEVANCE PROCEDURE

A. Definitions

1. Grievance A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.
2. Grievant An individual employee having a grievance.
3. Days "Days" shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by State and Federal statutes.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by an Association representative of his/her own choosing.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.
3. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Association representative shall be deemed resolved by the Administration's last answer.
4. Any grievance not answered by the Administration within the time limit in that step may be advanced by the grievant or local association representative to the next step in the procedure.
5. Time limits may be extended by the mutual agreement of the parties.

C. Grievance Procedure

1. Step One (Informal Procedure) Within ten (10) days of the time a grievant knew, or should have known, of the alleged grievance, the grievant may request a meeting with his/her immediate Supervisor in an attempt to resolve the problem informally.
2. Step Two (Formal Procedure) If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, submit a formal written grievance to the immediate Supervisor. The immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate Supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.
3. Step Three Within five (5) days after receiving the decision of the immediate Supervisor and assuming no satisfaction with the decision, a written notice to continue to process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference and said written decision shall be given to the grievant.

4. Step Four If the grievant is dissatisfied with the decision rendered by the Superintendent at Step Three, the grievant may, within five (5) days subsequent to the receipt of the Superintendent's written decision, request a review by a committee of the Board of Education. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. A committee of the Board, consisting of not more than two (2) members of the Board of Education, shall meet with the grievant within fifteen (15) days subsequent to the receipt of the grievant's written request for such a meeting. A written decision shall be rendered by the Board's committee within fifteen (15) days after the meeting.
5. Step Five If the grievant is dissatisfied with the decision rendered by the Board's committee at Step Four, the grievant may, within five (5) days subsequent to the receipt of the Board committee's written decision, request the Union to submit the grievance to arbitration. The Union shall notify the Board within ten (10) days of its intent to proceed to arbitration. The Board and the Association shall request an arbitrator from the Federal Mediation and Conciliation Service (FMCS). Selection of the arbitrator shall be by alternate strike, and either party may request a second list of arbitrators from FMCS. Any cost of such arbitration shall be borne equally by the Board and the Union. The decision rendered by the FMCS arbitrator shall be advisory.

ARTICLE IV c LEAVES OF ABSENCE

NOTE: All leave forms will be contained on HR kiosk.

A. Sick Leave

1. Accumulation

- a. Each full time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1-1/4) workdays with pay. Employees in continuous service will accumulate fifteen (15) days per year.
- b. The calculation for the accumulation of sick leave may be converted from days to hours if such change is required by law.
- c. Accumulation of unused sick leave shall be two hundred (200) days established for the duration of this Agreement.
- d. The previously accumulated unused sick leave of an employee from public school service shall be accepted upon employment as an employee of the school, not to exceed one hundred twenty (120) days without approval by the Board.

2. Employees may use sick leave, upon approval of the responsible administrative officer, as follows:
 - a. For absence due to personal illness or illness of a minor child, pregnancy related illness, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as husband, wife, child (minor child for the purpose of illness), parent, sister, brother, or dependent resident in the employee's home.
 - b. Up to three (3) days of sick leave, and additional days upon request, to the Principal and upon approval by the Superintendent in the event of the death of a parent, child, spouse, sister, brother, or anyone who has virtually held the position of parent or child of the employee. This rule also applies in the case of a death to any person who is a permanent resident in the employee's home.
 - c. Sick leave may be used for pregnancy when a doctor certifies disability.
 - d. One (1) day of sick leave may be used to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, or the grandparents of the employee's spouse. Additional days may be granted at the discretion of the Superintendent.
3. New employees with no accumulative sick leave shall be granted five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.
4. All absences of personnel shall be reported to the Central Office by the building Principal through the school Secretary. The Central office shall report the employee's absence, both sick leave and deductible, to the Treasurer. Each employee shall be notified annually of the amount of sick leave which has accumulated to his/her credit.
5. A day's pay will be deducted for each day's absence due to illness at the expiration of the employee's accumulated sick leave.
6. Falsification of sick leave shall be subject to disciplinary action in accordance with O.R.C. ' 3319.141.
7. After use of three (3) consecutive days of sick leave, if requested by the Superintendent, the employee shall furnish a written signed statement from a physician justifying the use of sick leave.

8. In the event that the Association and the Board (designated representative) mutually agree that a classified member who has a catastrophic illness or injury deserves additional sick leave, the total maximum sick leave contributed to such employee, shall not exceed thirty (30) days per school year and will be deducted from the contributing employees' accumulated sick leave. Application of this provision shall be on a case-by-case basis and its application shall not establish precedent. Failure to mutually agree shall not be subject to an appeal or the grievance procedure.
- a. In order to be eligible for the receipt of sick leave under this Article, a classified employee must:
 - i. Be absent from work because of a personal illness or injury for a total of at least twenty (20) school days during the current school year, and not receiving benefits from workers' compensation.
 - ii. Have used all his/her vacation, personal leave and accumulated sick leave or reasonably expects to do so in the next fifteen (15) days and investigated and/or applied for retirement system disability.
 - iii. Provide written documentation to the Superintendent from a physician (M.D. or O.D.) to justify the request to participate in this program.
 - b. Upon receipt of written request from a classified employee accompanied with the letter described in subsection iii above, the Superintendent shall advise all classified employees by appropriate written notice that each may donate accumulated sick leave. Any classified employee desiring to donate sick leave must do so within ten (10) school days from the date of such notice.
 - c. Each classified employee who elects to donate under this program shall:
 - i. File a written and signed intent to donate with the District Treasurer within the time specified, indicating the number of accumulated sick days the employee will donate. The donation of sick days can be in one-half (1/2) day increments.
 - ii. The donation of accumulated sick days will be irrevocable and will be adjusted from the bargaining unit member's next regular paycheck statement.
 - iii. Employees who donate shall not be compensated in any way for the donated sick time.

- d. The sick leave transfer shall not affect a bargaining unit member's annual salary which is reported to SERS for retirement purposes.
- e. No sick leave credited under this program shall be counted for the purpose of severance pay.
- f. No provision of this procedure is grievable under the collective bargaining agreement.
- g. The total maximum sick leave contributed to an employee (30) days may be renewed twice – not to exceed ninety (90) days per school year.

B. Maternity Leave

- 1. The Board shall grant a leave of absence for maternity, without pay, for any regular employee upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall not exceed one (1) full school year and may be renewed at the discretion of the Board.
- 2. Any employee returning from maternity leave may only return to active status after certification by a physician.
- 3. Employees returning from maternity leave shall be assigned to the same or similar position which was held at the time the leave was granted.
- 4. Employees who receive a child through adoption shall be granted a leave of absence in accordance with this provision.

C. Jury Duty Leave

- 1. Classified employees who have been summoned to serve on jury duty, or who have been subpoenaed to serve as a witness in a court of law of the State of Ohio or in an administrative hearing, in which the employee is not a party, shall be eligible for leave for the number of days or partial days required to perform the service.
- 2. Any classified employee called for jury duty or subpoenaed as a witness shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notice should indicate the court of assignment and probable duration of the duty.

3. The Board shall compensate the employee for the difference between the jury duty or witness fee reimbursement and the employee's per diem rate of pay upon receipt of a signed certificate from the employee stating the amount of such fee or other compensation, if any. Payment to the employee for mileage and meals shall not count as witness fees or jury duty fees and shall not be deducted from the employee's per diem rate of pay.
4. Jury leave will not be charged to the employee in any form.

D. Personal Leave

1. Three (3) unrestricted days of personal leave per year shall be granted for urgent personal business upon request to the Superintendent.
2. Personal leave must be requested at least two (2) days in advance, except in emergency situations.
3. Except in emergencies, personal leave will not be granted on the day before or the day after a holiday or vacation, or during the first and last five (5) days of the school year.
4. If the employee does not use any personal days for any school year, the employee will receive a bonus of one (1) day's pay to be received in the last pay period of the school year.

E. Assault Leave

1. Any employee of the Board physically assaulted while in the course of employment and physically disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed thirty (30) days. The Superintendent may extend such time in unusual circumstances.
2. To be eligible for assault leave, the employee shall: (1) apply for Workers' Compensation benefits; (2) make a written statement concerning the assault on forms provided by the Board.
3. If Workers' Compensation benefits are paid, the Board shall pay to each employee the difference between the benefits received and the employee's regular salary.
4. There shall be no deduction from the accumulated sick leave of the employee while on assault leave.

F. Leaves of Absence

The Board may grant an unpaid leave of absence to a regular non-teaching employee in accordance with O.R.C. ' 3319.13.

G. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

H. Association Leave

1. The Board agrees to permit one (1) elected Delegate of the Association a paid leave of three (3) days to attend the OAPSE Annual Conference.
2. The Board will allow the second Delegate to go to the OAPSE Annual Conference if he/she pays for the cost of the substitute employee or personal time.

I. Federal Family and Medical Leave Act

The Board agrees to comply with the requirements of the FMLA as prescribed by Federal Law.

J. Dock Leave

1. Dock days which are approved are limited to two (2) per year for twelve (12) month employees and to one (1) per year for nine (9) and ten (10) month employees.
2. Exceptional circumstances may be considered by the Superintendent.

ARTICLE V — COMPENSATION AND FRINGE BENEFITS

A. Wage Provisions

1. Classified employees will be compensated on the Wage Rate Schedules (Appendices A-C) for 2013-14, 2014-15, and 2015-16.
2. Placement on the salary schedule may be granted by the Board based on the earned/actual previous experience in a department or classification.
3. All employees shall advance to the next Step of the salary schedule on July 1st of each year providing that at least one hundred twenty (120) days of service was completed at the previous step.

4. All classified employees will be paid by direct deposit at the bank of the employee's choice.
5. The Board may establish and grant supplemental stipends to certain classified employees based upon federal and state educational and student accounting mandates, rules, or regulations. The specific employees who shall receive the supplemental stipends shall be at the sole discretion of the Board. The stipends are for specific job duties, and stipends are assigned for one (1) year only on an annual basis.
6. The contract year will be divided into twenty-six (26) equal pay periods unless a twenty-seventh (27th) pay is necessary due to the requirement that employees not be paid before they have earned the salary.

B. Severance Pay

The Board will pay severance pay on the following basis:

1. The employee must become eligible for retirement, file all retirement papers, and be accepted for retirement by the appropriate employee retirement system, and the employee must have served five (5) years with the Waynesfield-Goshen School District Board of Education before becoming eligible for retirement. Any employee eligible for retirement at the time of his/her death will also be paid the severance allowance under the terms stated herein in paragraphs 2 and 3 even if retirement papers have not been filed at the time of death.
2. The number of days allowed for severance pay shall be established at forty-eight (48) days and shall remain at forty-eight (48) for the duration of this Agreement.
3. Any employee not having the maximum accrued sick leave for computation purposes will have severance pay based upon twenty-five percent (25%) of unused sick leave up to the maximum amounts prescribed in item 2 above.
4. The per diem rate will be the employee's hourly wage rate multiplied by the number of hours per day that the employee is regularly scheduled to work.
5. Severance pay will be paid only once to an employee. Upon accepting severance pay, the employee cancels all remaining unused sick leave.

C. Insurances

1. Medical Insurance

The Board will provide hospitalization and major coverage for regular full-time employees. The Employee may select medical coverage under either the current P.P.O. Plan or the P.P.O. Alternative Plan offered by the Mercer-Auglaize Employee Benefit Trust.

The Board will pay eighty-five percent (85%) of the current P.P.O. premium rates for Family and Single Plan coverages. The Board will pay ninety percent (90%) of the current P.P.O. Alternative (Alt) rates for Family and Single Plans. If a bargaining unit employee requests additional insurance coverage, he/she will be responsible for any additional costs.

2. Any Board employee without dependents whose spouse has available insurance coverage through other employment shall be entitled to single coverage only.

3. Life Insurance

Regular and full time employees shall receive life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) (double indemnity) fully paid by the Board.

4. Dental Insurance

The Board will provide a dental insurance plan for all regular full time classified employees. The Board shall pay up to a maximum of Thirty-Five Dollars (\$35.00) per month premium costs. Any increase in dental insurance premium cost beyond the limits described above, which occurs during the life of this Agreement, will be assessed the classified employee.

5. Definition of Full-Time Employee

- a. A full-time employee shall be defined as an employee who is regularly assigned to work thirty (30) hours or more per week and at least thirty-six (36) weeks per year. A part-time employee shall be defined as an employee who is regularly assigned to work fifteen (15) to less than thirty (30) hours per week and at least thirty-six (36) weeks per year.
- b. Thirty (30) to thirty-nine (39) hours per week employees shall receive Board paid benefits pursuant to Section (C)(1) above. Fifteen (15) to less than thirty (30) hour per week employees shall pay one-half ($\frac{1}{2}$) of the cost of the premium and the Board shall pay the other half.

- c. Less than fifteen (15) hours per week employees shall receive no insurance benefits provided by the Board.
- d. Employees may take insurance but pay the total cost themselves. The Board will not pay its share of medical insurance for an employee on unpaid leave.
- e. Affected employees' first coverage month under change will be September 1, 2011.

6. Newly Hired Employees

For any classified employee or his/her dependents who enroll for any insurance coverage on or after the effective date of this Agreement, a pre-existing medical condition exclusion shall be in effect. A pre-existing medical condition exclusion means that if a new classified employee or his/her dependents incur expenses for a medical or physical condition for which he/she had treatment within ninety (90) days prior to his/her enrollment date, no benefits will be paid until the earliest of:

- a. Ninety (90) consecutive days ending after the initial date of enrollment during which the employee and/or his/her dependents received no medical care or treatment for the pre-existing condition; or
- b. After a period of twelve (12) consecutive months from the initial enrollment date.

7. General Insurance Provisions

- a. The Board shall have the right to select the insurance carrier, to become self-insured, to select the insurance claims Administrator or to participate in a self-insurance plan or insurance consortium without negotiating the carrier of any insurance coverage with the Union.
- b. The insurance plans offered by the Board will be the plans that are offered by the Mercer-Auglaize Employee Benefit Trust.
- c. It shall be the responsibility of the classified employee to notify the Board Treasurer, in writing, within thirty (30) days of the event requiring a change in dependency status.
- d. Upon termination of employment from the Board, the classified employee shall also be terminated from insurance programs. All eligible classified employees will have the option to continue coverage in accordance with law.

8. Section 125 Plan

The Board agrees to continue the practice and rights which were in place during the 1995-96 school year with respect to the IRS Section 125 Plan.

9. Vision Care Reimbursement

A total of One Hundred Fifty Dollars (\$150.00) per fiscal year shall be paid per full-time employee (or their family). This payment will be made only upon receipt of a valid paid receipt for services rendered.

D. Dues Deduction

1. The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.
2. Deductions shall be in twenty-six (26) pays.
3. Enrollment for dues deduction shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period prior to the expiration of this Agreement. Dues deduction authorization not revoked during the ten (10) day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer of the Board and the State Association Treasurer.
4. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

E. Overtime

1. Time and one-half (1-1/2) will be paid for all hours worked over forty (40). A holiday will count as a paid/work day when calculating overtime. The employer shall make a reasonable effort to offer overtime to all qualified employees on an equitable basis.
2. Overtime pay or comp time hours must be authorized in advance by the superintendent or designated supervisor.
3. Any compensatory time off which is awarded must be utilized by the employee within forty-five (45) calendar days from the date of accumulation. Compensatory time off not utilized within forty-five (45) calendar days from the point of accumulation will be paid by the Board Treasurer as part of the total earned wages for the subsequent pay.

4. All assigned custodial work on Sundays will be paid double time their hourly rate.

F. Calamity Day

1. All non-certified employees shall be paid their appropriate rate of pay for all days, or part of a day, when school is closed owing to an epidemic or other public calamity.
2. Employees who are requested to work and actually perform work on days when schools are closed due to a public calamity as defined in Ohio law will receive compensatory time off for the time actually worked on the calamity day. Required make-up days will be considered a normal workday with no provision made for additional pay or compensatory time.
3. The above positions are also required to report to work at their regularly scheduled time on those days when school has been delayed.
4. If, due to any condition, school is dismissed early, no overtime shall be allowed or paid if school was in session long enough to count as a school day, and the time worked does not exceed a normal workday.
5. In the event of a delay, designated essential employees will report at their regular start time, and shall be granted the same amount of time as the delay in compensatory time if this time was actually worked. All other regularly scheduled non-certified employees will report to work at a time determined by their immediate supervisor to be necessary and essential to the best interest and operation of the school district. Unless otherwise specified, report time will maintain the normal time relationship between report time and school opening time established for regular school days.
6. If school is delayed and then canceled due to calamity, those designated essential full-time employees who have already reported to work shall be paid at their regular rate for hours worked in addition to their regular pay. A minimum of one (1) hour shall be paid to those who qualify under this provision.

G. Mileage Reimbursement

Employees who are required at the prior direction of their Supervisor to use their private auto to perform school business shall be reimbursed for mileage actually driven at the Board approved mileage rate for travel. The rate will be adjusted as needed at the beginning of each school year.

ARTICLE VI – EMPLOYEE EVALUATION

A. Procedure and Forms

All employees will have their performance appraised at least once per school year according to the Non-Teaching Employee Evaluation Form (see Appendix D).

B. Comments

An employee may make his/her written comments on his/her Evaluation Form in the area designated for such comments, at the time the Form is examined by the employee.

C. Signing of Evaluation

Employees must be afforded the opportunity to sign a copy of the Evaluation before it goes to the Board Office. The signature does not necessarily mean that the employee agrees with the report, but merely that the employee read and discussed it with the Supervisor.

ARTICLE VII — HOLIDAYS

A. All are entitled to the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Good Friday
8. Day after Thanksgiving
9. President's Day (as long as it is not needed as a make-up day)

B. Regular employees employed on an eleven (11) or twelve (12) month basis are entitled to a paid holiday on Independence Day (July 4) and Christmas Eve Day (December 24), in addition to the holidays enumerated in Section A above.

ARTICLE VIII — VACATIONS

- A. Each full time regular employee is entitled to vacation with full pay in accordance with the following schedule:
 - 1. Less than ten (10) years of service with the Board: Two (2) weeks of vacation per year.
 - 2. Ten (10) years or more, but less than twenty (20) years of service with the Board: Three (3) weeks of vacation per year.
 - 3. Twenty (20) years or more of service with the Board: Four (4) weeks of vacation per year.
- B. The amount of vacation leave will accrue to the employee during the fiscal year as earned. Vacation leave will be compiled and credited to the employee each pay period.
- C. In order for an employee to qualify as full time, he/she must be in service not less than eleven (11) months in each calendar year.
- D. An employee is permitted to carry over a maximum of ten (10) vacation days each year up to a maximum of forty (40) vacation days. Any days carried over to the next school year may be accumulated or exchanged for pay at the employee's per diem rate. An employee is only permitted to exchange a maximum of 20 days of carried over vacation days per school year subject to the written approval of the Superintendent.

ARTICLE IX — REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, by reasons of decreased enrollment of pupils, return to duty of regular employees after leave of absence, by reason of suspension of schools or territorial changes affecting the District, or other reasons as determined by the Administration and/or Board, the following procedure may govern such layoff.
- B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the cases of identical seniority, the employee who was first hired by the Board shall be deemed to possess more seniority.

- C. The following classification shall be used for the purpose of defining classification seniority in the event of layoff:
- | | |
|----------------------------|---------------------|
| 1. Food Service Employees | 5. Custodians |
| 2. Bus Drivers | 6. Building Cleaner |
| 3. Aides/Paraprofessionals | |
| 4. Secretaries | |
- D. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees who possess limited Contracts shall be laid off before any employee in that classification employed under a continuing Contract is laid off.
- E. Prior to the effective date of layoffs, the Board shall prepare for inspection by the Association President a list containing the names, seniority dates and classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff.
- F. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and shall place employees on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
- G. Vacancies which occur in the classification of layoff shall be offered to, or declined in writing, by the employees standing highest on the layoff list before the person on the list may be considered. Any employee who decline reinstatement shall be removed from the reinstatement name list.
- H. The employee's name shall remain on the reinstatement name list for a period of one (1) year from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE X – VACANCIES

- A. When a vacancy occurs within a classification or assignment and the Superintendent deems it necessary to fill the vacancy, it shall be posted in a conspicuous place for a period of five (5) days before the vacancy is filled.
- B. Before leaving for summer break, all employees indicating an interest in future vacancies, in writing, to the Superintendent shall be sent by mail, while away from their assignments, notification of all vacancies as the vacancy occurs by the Board.

- C. Any current employee may request the vacant position in writing to the Superintendent. Current employees within the same classification as the vacancy shall be considered for the vacancy based upon their seniority, qualifications and work experience, if they submit a written request for consideration during the posting period.
1. If the Superintendent selects an applicant for a vacant position from among the current employees in the District, he shall place that applicant in the new position for a twenty (20) day trial period.
 2. Either the employee or the Superintendent may opt to vacate the new position during the twenty (20) day trial period by giving written notice to the Superintendent, or to the employee, as appropriate, within the twenty (20) day period. No reasons need be provided by either the Superintendent or the employee.
 3. If the position is vacated during the twenty (20) day trial period by action of either the Superintendent or the employee, the employee shall be returned to his/her previous position within the School District without loss of seniority, benefits, or other privileges of employment.
- D. The Board may consider and employ Retirees for any vacancy upon recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the School Employees Retirement System (SERS) and is otherwise qualified and/or certified for the vacancy.
1. A Retiree shall be paid at the most recent pay rate attained at retirement not to exceed step 30 years experience. The Retiree would maintain their current classification and assignment upon the recommendation of the Superintendent. A Retiree may be hired on a part-time basis, in which salary shall be pro-rated based upon an eight-hour workday.
 2. A Retiree shall receive a one-year limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal and no Board action are required to affect a valid non-renewal. Continuation of employment of a Retiree through new one-year limited contracts shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing contract.
 3. A Retiree is entitled to participate in insurance provided to the bargaining unit members, only by paying the full cost of such insurances.
 4. A Retiree shall be granted five (5) workdays of sick leave effective immediately and a maximum of fifteen (15) per year. There is no severance pay or year-to-year accumulation of sick leave days.

5. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article IX, of the agreement or the O.R.C.
6. The Board and OAPSE expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code, which pertain to classified staff employment.

ARTICLE XI — PERSONNEL

- A. An honest effort will be made to offer overtime and/or extra work on a rotating seniority basis.
- B. Regular Route Bus Drivers will receive thirty (30) minutes per day for gassing and cleaning of buses. Trip Bus Drivers will receive thirty (30) minutes per trip for pre- and post-trip inspections.
- C. Bus Drivers will be paid Nine Dollars (\$9.00) per hour for sitting time during field trips.
- D. All six and one-half (6½) hours or more per day employees shall be granted a thirty (30) minute duty free lunch.
- E. The Lead Custodian and all Custodians will be scheduled for an eight (8) hour day which includes a thirty (30) minutes lunch break. All eight (8) hours will be compensated at the appropriate step on the hourly wage rate schedule. If the custodian is needed for an emergency situation, the lunch period could be interrupted.
- F. The Board of Education expects its employee to dress in a manner appropriate to requirements of their Board assigned duties.
- G. In accordance with health codes and standards for food services, the Board will provide a clothing allowance of Fifty Dollars (\$50.00) per fiscal year for each cafeteria employee (cook) for appropriate work-related attire. The clothing must be in accordance with the approved administrative dress code policy. Reimbursement will be made upon submission of a valid paid receipt of payment.
- H. The Board will reimburse each classified employee the actual cost for recertifications; licensure; criminal background checks (as required by ORC 3319.391(A) and 3327.10(J); required physical examinations; or professional training within the employee's work classification. If the actual time (excluding lunch and travel time) for this training and in-service is outside the employee's regularly scheduled hours, the employee will be paid their regular rate of pay, unless the employee is eligible for overtime. Pre-administrative attendance approval and a valid paid receipt of payment is required for reimbursement. Employees must submit physical examination bills to any available medical health insurance provider.

ARTICLE XII — DISCIPLINARY PROCEDURES

- A. The Board agrees that all suspensions and/or terminations shall be in compliance with O.R.C. §3319.081 and for just cause. However, the Superintendent is permitted to suspend an employee with or without pay for a period up to twenty (20) days. The Superintendent shall give the Association President and the employee notice of the decision to suspend the employee for a period of up to twenty (20) days.
- B. The Board agrees that an Association representative shall be permitted to attend any disciplinary interview, meeting, or hearing contemplated by this Article.

ARTICLE XIII — FIELD TRIP AND BUS PROCEDURES

- A. Field trips are defined as any extra school-related activity for which transportation is needed. Use of the school van will not diminish the present status of bargaining unit work.
- B. Field trips are open to all qualified bus drivers of the Waynesfield-Goshen Local School District. Regular drivers shall have the first opportunity for all field trips. Extra trips are to be assigned by seniority on a rotating basis each month at the bus drivers' meeting.
- C. It is not an acceptable practice in the Waynesfield-Goshen Local School District to be awarded a field trip, and then to give that field trip to another bus driver unless a real emergency has occurred. If such an emergency should occur, the transportation coordinator or designee must be notified prior to the trip. If the transportation coordinator or designee cannot be reached, it is the responsibility of the assigned driver to see that a qualified, licensed bus driver takes the trip.
- D. In the event no bus driver or no substitute driver with bus driver qualification and licensing has signed up to take a field trip, the transportation coordinator will assign a driver from the list of regular drivers by reverse seniority (least senior driver, first assigned to drive trip). If it becomes necessary to assign a driver to a second uncovered field trip, the next to the least senior bus driver will be so assigned, and so forth. The rotation list will continue from one (1) year to the next. A driver receiving a trip by reverse seniority (forced) may request another regular driver to run his/her trip. If another regular driver is obtained, the Board will be notified prior to the departure of the trip. The original driver will be considered to have met his/her requirements under this section.
- E. There will be a one and one-half (1½) hour minimum pay for driving time associated with any field trip.
- F. Total time paid for a field trip cannot exceed the actual time required for any field trip.

- G. At the beginning of each school year, a list of those regular drivers who wish to substitute on Pre-school runs will be established with consideration given to seniority, and regularly employed drivers, when a substitute is required. The full responsibility for assignment of substitute drivers shall be at the discretion of the Board of Education Office and shall not be subject to grievance.
- II. No bus driver will be forced to drive back-to-back extra trips in the same rotation.

ARTICLE XIV — CDL TESTING

- A. The Board of Education will provide reimbursement of reasonable costs to all employees who are required to take the Commercial Motor Vehicle Safety Examination in order to receive a Commercial Driver's License. Such reimbursement will occur after presentation to the Superintendent of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Exam and receipt of the Commercial Driver's License.
- B. The Board will not pay for retests, failed tests, or tests required due to traffic violations.
- C. The Board will not pay for CDL training or testing unless the employee is required to perform duties as a bus driver in the District. Payment will be made by the District to the employee in the first paycheck the employee receives after assuming his/her duties as bus driver.
- D. An employee who receives such a reimbursement and who fails to remain in service to the Waynesfield-Goshen Local School District Board of Education for a period of one (1) school year after receipt of the reimbursement, shall have the amount of the reimbursement deducted from his/her final check.

ARTICLE XV — DRUG TESTING

- A. No employee shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance as defined in federal, state, or local law, in the workplace.
- B. The "workplace" defined is the site for performance of any work done in connection with the Waynesfield-Goshen Local School District, including school buildings, school property, school-owned vehicles, or school approved vehicles used to transport students to and from school, or school related activities in which students are under the jurisdiction of school authorities.
- C. If any employee is convicted of violating any federal, state, or local drug statute, or is reasonably suspected to have a drug or alcohol problem, the Superintendent may require a urine or blood test to confirm or deny such problem.

- D. All costs for drug testing shall be borne by the Board of Education.
- E. If an employee tests positive, he/she shall be notified that he/she may take a second test from a different lab at the Board's expense.
- F. Drug test results shall be shared with the employee when received by the Administration.
- G. Any employee convicted of a federal, state, or local drug violation shall be subject to discipline up to and including termination of employment.
- H. Any employee who tests positive for drugs shall be asked to participate in a drug abuse assistance or rehabilitation program approved by the Board of Education.
- I. If any employee who is asked to participate in a drug abuse assistance or rehabilitation program and fails to participate or tests positive for drugs or alcohol a second time, he/she shall then be subject to non-renewal, suspension, and/or termination in accordance with this Agreement. The Board can retest within thirty (30) days of the original date.
- J. Random Drug Testing For Transportation Employees

The Board agrees to comply with Board of Education Policy implementing random drug testing for transportation employees in accordance with Federal and State law.

ARTICLE XVI — DURATION AND INTENT OF AGREEMENT

A. Agreement

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

B. Board Rights

The Board shall retain all rights, powers, duties, and authority granted by law and shall adopt, rescind, or modify such Board policies, rules, and regulations as it deems appropriate, and as may be required by the adoption of this Agreement.

C. Board Meetings

The Board will make a copy of the agenda for all meetings of the Board of Education available to the local president one (1) day prior to the meeting. The Board will also make a copy of the approved minutes available to the local president one (1) day after the meeting.

D. Matters Not Covered

Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

E. Conflict With Law

If any provision(s) of this Agreement conflicts with any Federal law, such provision(s) shall be inoperative except to the extent permitted by law, and the remaining provisions herein shall remain in effect.

F. Duration

This Contract shall be in effect from July 1, 2013, through June 30, 2016.

ARTICLE XVII — SIGNATURES

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the Waynesfield-Goshen Local School District Board of Education and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its Local Chapter #599, for and on behalf of the employees in the Bargaining Unit as set forth in Article I of this Agreement.

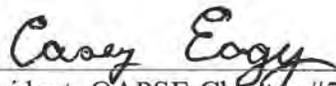
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

WAYNESFIELD-GOSHEN
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION:

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME,
AFL-CIO:



President, Board of Education



President, OAPSE Chapter #599



Superintendent



Treasurer

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE WAGE RATE SCHEDULE
July 1, 2013 through June 30, 2014**

POSITION	YEARS OF EXPERIENCE												
	0	1	2	3	4	5	10	12	15	20	25	28	30
Lead Custodian	15.13	16.02	16.15	16.45	16.78	17.03	17.27	17.32	17.42	17.52	17.62	17.67	17.77
Bus Driver	15.13	16.02	16.15	16.45	16.78	17.03	17.27	17.32	17.42	17.52	17.62	17.67	17.77
Custodian/Building Cleaner	12.90	13.35	13.64	13.93	14.25	14.51	14.75	14.80	14.90	15.00	15.10	15.15	15.25
School Secretary	12.26	12.56	12.84	13.07	13.37	13.64	13.88	13.93	14.03	14.13	14.23	14.28	14.38
Paraprofessional	12.26	12.56	12.84	13.08	13.37	13.64	13.88	13.93	14.03	14.13	14.23	14.28	14.38
Food Service Employee	12.00	12.30	12.58	12.82	13.11	13.38	13.62	13.67	13.77	13.87	13.97	14.02	14.12
Bus Aide	12.00	12.30	12.58	12.82	13.11	13.38	13.62	13.67	13.77	13.87	13.97	14.02	14.12

Lead Custodian: Major responsibility for the building and grounds; second shift employee monitoring; in charge when the operations manager is out

Bus Driver

Major responsibility for the care of students, both in cautious driving and maintaining orderly control; ensuring all students arrive safely to school and home

Custodian/bldg. cleaner

Beginning with 2013-14 the new custodian/bldg. cleaner rate will apply to all days worked

Secretary

State Accounting Stipend-EMIS \$780 (\$30 per pay period)

State Accounting Stipend-SIS-DASL-Progress Book \$439 (\$17 per pay period)

Paraprofessional/Aide

Paraprofessional/Aide stipend- paraprofessional license required; held and maintained \$439 (\$17 per pay period)

Paraprofessional/Aide stipend-individually teaches a support subject area \$200 per class period per 36 weeks

Paraprofessional/Aide holding a teaching certificate in a subject area supported/taught \$439 (\$17 per pay period)

Paraprofessional/Aide holding a state approved reading endorsement \$200

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE WAGE RATE SCHEDULE
July 1, 2014 through June 30, 2015**

POSITION	YEARS OF EXPERIENCE												
	0	1	2	3	4	5	10	12	15	20	25	28	30
Lead Custodian	15.28	16.17	16.30	16.60	16.93	17.18	17.42	17.47	17.57	17.67	17.77	17.82	17.92
Bus Driver	15.28	16.17	16.30	16.60	16.93	17.18	17.42	17.47	17.57	17.67	17.77	17.82	17.92
Custodian/Building Cleaner	13.03	13.48	13.77	14.06	14.38	14.64	14.88	14.93	15.03	15.13	15.23	15.28	15.38
School Secretary	12.51	12.81	13.09	13.32	13.62	13.89	14.13	14.18	14.28	14.38	14.48	14.53	14.63
Paraprofessional	12.51	12.81	13.09	13.33	13.62	13.89	14.13	14.18	14.28	14.38	14.48	14.53	14.63
Food Service Employee	12.13	12.43	12.71	12.95	13.24	13.51	13.75	13.80	13.90	14.00	14.10	14.15	14.25
Bus Aide	12.13	12.43	12.71	12.95	13.24	13.51	13.75	13.80	13.90	14.00	14.10	14.15	14.25

Lead Custodian: Major responsibility for the building and grounds; second shift employee monitoring; in charge when the operations manager is out

Bus Driver

Major responsibility for the care of students, both in cautious driving and maintaining orderly control; ensuring all students arrive safely to school and home

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Paraprofessional/Aide holding a teaching certificate in a subject area supported/taught \$439 (\$17 per pay period)

Paraprofessional/Aide holding a state approved reading endorsement \$200

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE WAGE RATE SCHEDULE
July 1, 2015 through June 30, 2016**

POSITION	YEARS OF EXPERIENCE												
	0	1	2	3	4	5	10	12	15	20	25	28	30
Lead Custodian	15.43	16.32	16.45	16.75	17.08	17.33	17.57	17.62	17.72	17.82	17.92	17.97	18.07
Bus Driver	15.43	16.32	16.45	16.75	17.08	17.33	17.57	17.62	17.72	17.82	17.92	17.97	18.07
Custodian/Building Cleaner	13.16	13.61	13.90	14.19	14.51	14.77	15.01	15.06	15.16	15.26	15.36	15.41	15.51
School Secretary	12.76	13.06	13.34	13.57	13.87	14.14	14.38	14.43	14.53	14.63	14.73	14.78	14.88
Paraprofessional	12.76	13.06	13.34	13.58	13.87	14.14	14.38	14.43	14.53	14.63	14.73	14.78	14.88
Food Service Employee	12.26	12.56	12.84	13.08	13.37	13.64	13.88	13.93	14.03	14.13	14.23	14.28	14.38
Bus Aide	12.26	12.56	12.84	13.08	13.37	13.64	13.88	13.93	14.03	14.13	14.23	14.28	14.38

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Paraprofessional/Aide holding a state approved reading endorsement \$200

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
NON-TEACHING EMPLOYEE EVALUATION FORM**

Employee _____ Classification _____

Evaluator _____ Title _____

Date _____ School Year _____

4 = Exceeds Standards

3 = Meets Standards

2 = Needs Improvement

1 = Does Not Meet Standards

NA = Does Not Apply

Rating

Item

(1) Punctuality

(2) Attendance

(3) Utilization of Time Productively

(4) Work Habits

(a) Is Industrious

(b) Takes Care of Equipment and Materials

(c) Is Organized

(d) Practices Safety

(e) Keeps Work Area Clean and Orderly

- _____ (5) Knowledge
 - _____ (a) Is Qualified for Position
 - _____ (b) Understands Methods, Techniques and Procedures for Applying Skills
 - _____ (c) Is Up-to-Date on Changes, New Methods, Techniques, and Procedures
- _____ (6) Quality of Work
- _____ (7) Attitude
 - _____ (a) Toward Job
 - _____ (b) Toward People
- _____ (8) Dependability
- _____ (9) Willingness to Learn
 - _____ (a) Accepts Suggestion
 - _____ (b) Accepts Criticism
- _____ (10) Personal Fitness
 - _____ (a) Health
 - _____ (b) Appearance Appropriate to Position
- _____ (11) Follows Job Description
- _____ (12) Overall Rating

Evaluator Comments:

Appendix D (Cont'd)

Employee Comments: (If comments are to be made by employee, they must be submitted within five (5) days.)

Signature of Evaluator

Signature of Employee

Date

Date

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

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

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Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
mjackson@pepple-waggoner.com

October 7, 2013

VIA ELECTRONIC MAIL ONLY

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Waynesfield-Goshen Local School District Board of Education and
Ohio Association of Public School Employees, Chapter #599
SERB Case No. 2013-MED-03-0306
Our File No. 661-01-13

Gentlemen:

Pursuant to OAC §4117-9-07, please find enclosed the executed Negotiated Agreement for filing in the above-captioned matter.

Thank you for your assistance in this matter.

Very truly yours,



Mark J. Jackson

Enclosure

cc: Mr. J. Chris Pfister, Superintendent (w/enclosure)