



NEGOTIATED AGREEMENT

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BETWEEN THE

**LEDGEMONT
BOARD OF EDUCATION**

AND THE

**LEDGEMONT ASSOCIATION
OF SUPPORT STAFF
(LASS)**

2013– 2014

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2013-2014**

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ARTICLE I

RECOGNITION

- A.** The Ledgemont Board of Education, hereinafter referred to as the Board, recognizes the Ledgemont Association of Support Staff, hereinafter referred to as LASS or Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all non-certificated/non-licensed (i.e., classified) employees (hereinafter referred to as "employees" or "members of the bargaining unit") of the Board, exclusive of supervisors, for the purpose of collective bargaining. Casual substitutes and casually employed non-certificated/non-licensed persons shall not be part of the bargaining unit.
- B.** Recognition shall continue for the duration of this Negotiated Agreement and for the negotiation of a successor Negotiated Agreement, unless a successor is elected or recognition is withdrawn in accordance with Ohio Revised Code ("O.R.C.") Chapter 4117.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. NEGOTIATIONS PROCEDURES

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. Each side shall have a maximum of five (5) negotiators, plus one outside consultant. Other consultants may be invited with mutual agreement of the parties.

At the first negotiations session, the parties agree to exchange complete negotiations packages. The packages shall contain the fully-written proposals for a successor Negotiated Agreement.

If either party proposes to utilize Interest-Based Bargaining (“IBB”), it should so state in its “written request for negotiations” or response to such a written request.

B. MEETINGS

Either party may submit a notice to negotiate after February 1, unless mutually agreed for an earlier submission; however, no later than sixty (60) calendar days prior to the expiration of the current Negotiated Agreement, the parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the parties relating to questions of wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of provisions of this Negotiated Agreement. Any agreement reached shall apply to all members of the bargaining unit. This Negotiated Agreement shall be reduced to writing, presented to the Association, and, if adopted, be presented to the Board for its approval and, if approved, be executed.

During such negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available by one party to the other upon reasonable request, in writing, during normal business hours.

During the course of negotiations, articles tentatively agreed to shall be reduced to writing, initialed, and set aside. No articles shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

With prior notice to the Superintendent, Association negotiators whose positions would require them to be working during a scheduled negotiations session may elect to adjust their hours to allow attendance at a negotiations session, provided they make up the time within the same day. This option is not available to transportation employees.

C. DISPUTE RESOLUTION PROCEDURES

Every effort shall be made to conclude negotiations within forty-five (45) days from the date of the first negotiating session unless mutually extended. If negotiations have not

been concluded by that time, or within forty-five (45) days prior to the expiration date of the Negotiated Agreement, whichever comes sooner, either party may declare an impasse in negotiations by written notice to that effect personally served upon the chief negotiator for the other side. Thereupon the parties agree to employ the services of a professional labor mediator. The parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator shall attempt to mediate a settlement that is acceptable to both parties. Sessions shall be held at times selected by the mediator.

If, at the conclusion of the mediation sessions, an agreement has not been reached, the parties shall either agree to continue the mediation process or the Association shall have the option of exercising its rights under O.R.C. 4117 to submit a ten (10) day notice to the Board and to SERB of its intent to strike.

The negotiation procedures set forth in this Article supersede and take precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as described above in this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and LASS has given the Board and the State Employment Relations Board a ten (10) day prior written notice of intent to strike.

D. INFORMATION RELEASES

There shall be no publicity releases except those mutually agreed to by the parties until after notice of impasse has been served by one party or the other in accordance with the above paragraph. This is not to preclude LASS from keeping the Association membership informed and the Board's team from keeping the Board of Education members informed of the progress of negotiations.

E. MISCELLANEOUS

Negotiating sessions between the Board and the Association shall be closed to the press and the public.

Before the Board changes policies affecting employment of members of the bargaining unit, personnel policies, and working conditions, the Board will notify LASS in writing when possible that it is considering such a change. Nothing in the Board's policies shall conflict with the terms and conditions of this Negotiated Agreement or in any way diminish the terms and conditions of this Negotiated Agreement.

ARTICLE III

ABSENCES AND LEAVES

A. SICK LEAVE

1. Under provisions of O.R.C. 3319.141 , all members of the bargaining unit on a permanent, regular work contract shall be granted sick leave at the rate of one and one-quarter (1-1/4) days for each month of employment with the maximum possible accumulation of fifteen (15) days per year. The maximum number of days of sick leave that may be accumulated is three hundred twenty (320) days.
2. Accumulated sick leave may be used for the following reasons:
 - a. Personal illness.
 - b. Death in the immediate family, when the immediate family is construed to mean the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, foster children, and similar relatives by marriage, and other persons who live in the employee's residence and for whom the employee has assumed a reasonable responsibility for care.
 - c. To attend duties resulting from the hospitalization, or other illness of a member of the immediate family.
 - d. **PREGNANCY** – A signed statement from the employee's physician, certifying that the employee cannot perform the duties required, shall be necessary to determine the beginning date of absence. The employee may use sick leave of up to thirty (30) work days during the postpartum period, unless the employee's physician certifies that the patient is physically unable to fulfill the demands of her assignment and requests an extension of absence from duty beyond the thirty (30) work days postpartum provision.
3. All employees are required to furnish a written statement justifying the use of sick leave on forms provided. If medical attention is required, the employee's statement must list the name and address of attending physician and dates of consultation. Falsification of a sick leave form shall be grounds for disciplinary action, up to and including termination. The Board reserves the right to investigate and seek additional information from the employee if it reasonably suspects sick leave abuse and/or falsification.
4. All employees are entitled to an advancement of five (5) days paid sick leave. Employees must reimburse the School District from their final paycheck for any advancement not subsequently earned.
5. Regular employees who work less than full-time shall be entitled to sick leave for the time actually worked in the Ledgemont Local School District at the same rate as that granted to full-time employees. The Board Treasurer shall maintain an employment

record for each such employee, regarding days of actual employment. Employees who work part-time shall earn and accumulate sick leave on a prorated basis according to hours worked. The proration shall be the same as that for salary and benefits. Regular employees who earn sick leave on a prorated basis shall likewise have it deducted on the same prorated basis.

6. When an employee with a dual contract is absent from any part of those positions, sick leave deductions shall be taken as a percentage of the full day missed; for example, a bus driving position shall be considered sixty percent (60%) of the day - thirty percent (30%) in the a.m. and thirty percent (30%) in the p.m. - and a cafeteria position shall be considered forty percent (40%) of the day.

7. **SICK LEAVE BANK**

- a. A sick leave bank will be created if at least fifty percent (50%) of the bargaining unit members indicate a willingness to participate as set forth herein. In order to be eligible to participate in the sick leave bank, a bargaining unit member must execute a written notice to the Board Treasurer indicating his/her authorization to deduct three (3) days of his/her accrued sick leave to the bank effective September 15 of the first year of participation. Upon receipt of the notice, the Board Treasurer shall deduct three (3) days from the employee's sick leave account. Thereafter, if the total number of days in the Bank drops below thirty (30), each bargaining unit member who wants to continue to participate must donate another one (1) day to the bank. New bargaining unit members do not have to contribute to be eligible during their first year of employment, but must contribute three (3) days thereafter to be eligible to participate. Members who do not initially elect to participate may decide to participate effective September 15 of each year by making the initial contribution of three (3) days.
- b. A bargaining unit member who elects to participate in the sick leave bank as set forth above shall be eligible to receive up to thirty (30) additional days of sick leave from the sick leave bank if (i) he/she is absent for thirty (30) days or more due to a catastrophic or long-term illness or injury of the member, and (ii) the member has exhausted all of his/her accumulated sick leave and the five (5) days advanced by the Board. The thirty (30) days is a lifetime maximum.
- c. A bargaining unit member who qualifies as set forth above shall automatically receive up to thirty (30) days from the sick leave bank without having to complete any further documentation, provided he/she has previously supplied the Board with medical certification justifying his/her long-term use of sick leave.

B. PERSONAL LEAVE

Three (3) paid personal leave days per contract year will be granted to all employees, provided that the leave request is in the Board Treasurer's office on the ending day of the

reporting period. Wherever possible, the employee shall give two (2) days written notice to the administration of the intent to use such personal leave. The Superintendent shall advise employees when their requests for personal leave are approved. This leave cannot be used to extend a school recess or vacation period unless granted by the Superintendent. Personal leave shall not be requested, granted, or used for engaging in other employment. Personal leave may be limited to three (3) employees on any particular day. These leaves will be granted on a first applied, first granted basis. This leave is designed to cover legitimate reasons for absence that are not covered by sick leave policy. Personal leave may be granted in one-half (1/2) day or full-day units. Unused personal days will be rolled into sick leave, unless the employee notifies the Board Treasurer in writing by June 15 that he/she wants to be paid twenty-five dollars (\$25.00) per day for each unused personal leave day.

Abuse of personal leave shall be subject to disciplinary action to the extent of dismissal.

Personal leave shall be unrestricted. The employee shall not be required to furnish a reason for use of personal leave.

Employees shall use AESOP to report personal leave.

C. BEREAVEMENT LEAVE

Employees are entitled to up to five (5) days of paid bereavement leave. Such leave may be used upon the death of someone in an employee's immediate family for attending the funeral and such other activity as is necessary during such time. No loss of sick leave shall occur when an individual uses bereavement leave pursuant to this provision. If additional leave days are needed, the employee may also use a reasonable number of sick leave days, if he/she has them available for such use. Immediate family shall include the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, aunts, uncles, similar relatives by marriage, and other persons who live in the employee's residence and for whom the employee has assumed a reasonable responsibility for care.

D. ASSAULT LEAVE

Assault leave will be granted to an employee who is absent due to physical disability resulting from a physical assault that occurs while the employee is acting within the scope of his/her assigned duties. When assault leave is granted, the employee will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave. Assault leave may be granted for a period up to thirty (30) days after the assault occurred. Additional days may be granted at the discretion of the Superintendent who may request an examination by a physician of the Board's choice. The following procedures govern the use of assault leave.

1. An employee who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
2. The employee must furnish a signed statement on forms provided by the Board to justify the use of assault leave. Said statement shall completely describe the

circumstances and behavior of all pertinent parties. The statement must be filed with the Superintendent within five (5) working days of the alleged assault unless the employee is incapacitated - then as soon as possible.

3. The employee must also, if medical attention is required, furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment. The Superintendent may request additional information from the employee to substantiate the need for an extension of the leave.
4. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. If court action results, said employee shall be granted leave of his/her professional duties and a qualified substitute provided without loss of pay, and no deductions will be made from his/her sick or special leave.
5. Whenever feasible, an employee, disabled as a result of physical assault, shall be returned to the same position as held at the time of the incident.

E. MATERNITY/PATERNITY/ADOPTION LEAVE

1. Leave without pay may be granted employees requesting maternity, paternity, or adoption leave, hereinafter referred to as parental leave. The initial leave may be for up to one (1) year. Upon timely reapplication, the leave may be extended for up to one (1) additional year at the Board's discretion. Timely shall be defined as within thirty days of employee's scheduled return date.
2. Application for parental leave should be made at least forty-five (45) days prior to the beginning of such leave. Such leave shall commence with the delivery of a baby or adoption of a child four (4) years of age or younger. Under extenuating circumstances, the Superintendent may extend the age restriction.
3. Employees on these leaves may continue their hospitalization and other benefits for the duration of said leave provided they reimburse the Board the premium cost. These employees shall notify the Board Treasurer's office in writing of their decision to continue these benefits and shall forward to the Board Treasurer, monthly or bi-monthly as required, advance payment for those fringe benefits they elect to continue. Benefits shall be discontinued in accordance with law in the event the employee fails to provide advance payment.
4. Upon return from approved leave at the time set forth in the application, the employee shall be entitled to reinstatement to the same or equivalent position.
5. Reinstatement from said leaves shall be at the date stated on the application request. If an employee desires to return to active service prior to the stated date in the application for leave, the employee may do so with the approval of the Superintendent.

6. The Board recognizes that although pregnancy is not in itself a disability, it can contribute to a disability. Disability due to pregnancy or childbirth shall be considered on the same terms and conditions as applied to other temporary disabilities and shall require a physician's verification.

F. GENERAL LEAVE OF ABSENCE

1. After five (5) or more consecutive years of service in the Ledgemont Local School District, an employee may be granted, upon request, a leave of absence, not to exceed one (1) year except where such leave would reasonably create a significant staffing problem for the District. This leave may not be used for other gainful employment.
2. No salary or benefits will be paid during the leave.
3. All leaves for the following school year must be requested by April 1 prior to the leave.
4. Leaves will be granted as of the first workday of the school year and will conclude with the return of duty of the employee the following school year.
5. Only one (1) such leave shall be granted to an employee. No more than one (1) employee shall be on leave at any time. Leaves shall be granted on a first applied, first granted basis.

G. MISCELLANEOUS LEAVES

1. **Professional Meetings and Conferences** – Absence, with pay, may be authorized by the Superintendent to permit employees to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absences shall be obtained prior to the absence by a written request to the Superintendent.

Procedures for the reimbursement for expenses incurred in connection with the attendance at professional clinics may be established by the Board. Authorized travel by automobile will be reimbursed at the current IRS rate at the time the travel occurred. The Superintendent, at his/her option, may or may not authorize travel.

2. **Jury Duty** – The Board shall pay an employee his/her regular compensation while he/she is serving on jury duty. The employee must submit proof of his/her attendance at jury duty.
3. **Military Leave** – Military leave shall be provided in accordance with state and federal law.
4. **Leave of Absence for Personal Illness** – Any employee who, after termination of his/her accumulated sick leave, is unable to perform satisfactorily the duties of

his/her position because of personal illness, or other disability, shall, upon written request of the employee, be granted ongoing unpaid medical leave of absence without pay for up to one (1) consecutive school year, unless an additional year is provided for by law.

H. FAMILY AND MEDICAL LEAVE ACT

Unit members shall be entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations and amendments.

Under the FMLA, eligible employees are entitled to twelve weeks of unpaid, job-protected leave in a twelve month period for certain family and medical reasons. The twelve weeks of leave may be extended to twenty-six weeks if the leave is to care for a covered Service member as defined in the FMLA.

Married employee couples who work for the districted may be restricted to a combined total of twelve weeks FMLA within any twelve month period, in cases other than the employee's own serious health condition. In cases of FMLA leave to care for a covered Service member, married couples may be restricted to a combined total of twenty-six weeks within any twelve month period.

For purposes of this section, "twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a unit member's first FMLA Leave begins (i.e., the leave year is specific to each employee). A unit member would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA Leave is taken. The next twelve (12) month period would commence the first time FMLA Leave is taken after completion of any previous twelve (12) month period.

I. GROUP INSURANCE WHILE ON UNPAID LEAVES OF ABSENCE

1. All benefits, such as sick leave, Board-paid fringe benefits, and any other monetary benefits shall be suspended during the duration of any unpaid leave of absence, unless provision is made for the employee to bear the entire premium cost of the benefit. This shall be done according to a reasonable schedule established by the Board Treasurer's office, and failure of the employee to comply with the schedule may be cause to terminate the employee's right to continued coverage.
2. All checks to cover premium costs shall be due in the office of the Board on the fifth (5th) of the month of actual coverage. If checks are not received by this date, coverage may be terminated on the last day of the current month. This provision shall apply to employees on leaves of absence as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall.

ARTICLE IV

CONTRACTS

A. FIRST AND SECOND CONTRACTS

Regular non-teaching school employees, including regular hourly rate and per diem employees, shall be given written contracts for their employment that shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two (2) years.

B. CONTINUING CONTRACTS

After the expiration of the two (2) year contract provided in Section A of this Article, if the contract of a non-teaching employee is renewed, the employee shall be given a continuing contract.

C. REQUIRED RETURN OF CONTRACTS

An individual offered an employment contract shall upon receipt execute and return said signed contract to the Board Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the hand receipt or certified mail receipt). Failure to execute and timely return the signed contract as required herein shall constitute a rejection of such offer of employment, and the contract shall be considered null and void.

D. DUTIES AND RESPONSIBILITIES

Duties and responsibilities must be described and clarified on all contracts. Each contract shall include the statement:

Included as part of this Contract are the terms and conditions of the "Negotiated Agreement Between the Ledgemont Association of Support Staff and the Ledgemont Board of Education."

E. TERMINATION OF CONTRACTS

The contracts as provided for in this Article may be terminated by a majority vote of the Board. Such contracts may be terminated only for violation of written rules and regulations as set forth by the Board or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. The action of the Board terminating the contract of an employee shall be served upon the employee by certified mail. Within ten (10) days following the receipt of such notice by the employee, the employee may file an appeal, in writing, with the Geauga County Court of Common Pleas. After hearing the appeal the Common Pleas Court may affirm, disaffirm, or modify the action of the Board. An employee who files such an appeal with the Geauga County Court of Common Pleas is prohibited from filing a grievance regarding the termination.

F. NONRENEWALS

The Board of Education shall give written notice of its intent not to re-employ an employee on or before April 30 of the year his/her contract expires. If said notice is not received on or before April 30, the employee shall be deemed re-employed.

Nonrenewals shall be in accordance with Article VIII, B.

G. RESIGNATION

Any non-teaching school employee may resign his/her contract of employment upon filing a written thirty (30) days notice of such resignation with the Superintendent.

H. Nothing herein or in Article VIII is intended to deprive any employee of his/her rights under O.R.C. 3319.081.

I. EVALUATION

The parties view the evaluation process as a positive process aimed at assisting employees to grow in their positions, and providing constructive, timely feedback to employees concerning their performance. Evaluations shall be conducted by the appropriate administrative immediate supervisor; the Board may utilize the services of an outside consultant to provide input into the evaluation of transportation employees, but the ultimate evaluation shall be done by the supervisor. The supervisor/evaluator shall use the evaluation form found in Appendix I. The parties agree to work cooperatively to modify the evaluation form as may be appropriate. Such modification shall be through mutual agreement.

Employees on a one-year limited contract will be evaluated by their administrative immediate supervisor on a uniform evaluation form at least once during the year.

Employees on a two-year limited contract will be evaluated by their administrative immediate supervisor on a uniform evaluation form at least once during the final year of their contract.

Employees on continuing contracts will be evaluated by their administrative immediate supervisor on a uniform evaluation form at least once every five years.

The evaluation may include both commendations and recommendations for improvement. When a category is marked "Unsatisfactory" or "Needs Improvement" on the evaluation, the evaluator shall provide written suggestions for how the employee can improve in that area, along with appropriate assistance (when applicable), and a reasonable time to demonstrate improvement. In order to provide time for improvement prior to expiration of an employment contract, evaluations conducted during the final year of a limited contract shall be given to the employee on or before January 31.

Before being placed in the employee's personnel file, a copy of the written evaluation will be provided to the employee, and the employee shall sign the form to acknowledge receipt (not to acknowledge agreement). The employee shall have the right to attach a

rebuttal to the evaluation form. The rebuttal shall become a part of the employee's personnel file.

ARTICLE V

WORK YEAR, WORK WEEK, WORKDAY, HOURS AND SCHEDULING

A. WORK YEAR

The calendar for the school and work year shall be published by June 1 of each year and distributed to all employees. The work calendars shall indicate the first and last days of work for each type of contracted employee as shown in Article VI, Section A.

B. WORK WEEK

For purposes of computing overtime, the work week shall be seven (7) days from midnight Sunday night to midnight Sunday next. For purposes of work schedules and shift assignments, the standard work week shall be from midnight Sunday night through midnight Friday night.

C. WORK DAY

<u>Position</u>	<u>Days/Year</u>	<u>Hours/Week</u>	<u>Hours/ Day</u>	<u>Lunch</u>	<u>Breaks/Day</u>
Secretary	180 + 20 additional	40	8	30 minutes	2 x 10 minutes
Custodial/ Maintenance I	178	40	8	30 minutes	2 x 10 minutes
Custodial/ Maintenance II	248 + 12 holidays	40	8	30 minutes	2 x 10 minutes
Cashier/ Manager Assistant – A	180	37.5	7.5	30 minutes	1 x 15 minutes
Cashier/ Manager Assistant – B	178	17.5	3.5	N/A	N/A
Food Service Aides	178	No less than 15	No less than 3	N/A	N/A
Cafeteria Manager(s)	180 + up to 4 additional	37.5	7.5	30 minutes	1 x 15 minutes
Maintenance Aide	Perform seasonal work and special projects on an “as needed” basis	Perform seasonal work and special projects on an “as needed” basis	Perform seasonal work and special projects on an “as needed” basis	N/A	N/A
Educational/ Special Needs Aides I	178	32.5	6.5	30 minutes	2 x 10 minutes
Educational Aides	As necessary	As necessary	As necessary	N/A	N/A

II	based upon grant funding	based upon grant funding	based upon grant funding		
Bus Drivers and Bus Aides	178	18.75	No less than 3.75	N/A	1 x 10 minutes (if work over 4 hours)
Bus Mechanic	248 + 12 holidays	40	8	30 minutes	2 x 10 minutes

1. **Secretarial/Custodial Personnel** – The standard workweek for secretarial and custodial personnel shall be forty (40) hours. Custodial and secretarial personnel and clerks shall be paid for any eight (8) hour day including no less than a thirty (30) minute lunch period and two (2) ten (10) minute breaks.

Secretaries shall be responsible for calling secretary substitutes. Secretaries normally shall not be responsible for calling substitutes for other classifications except in an emergency. Secretaries shall inform the sub-caller when other classifications need substitutes.

2. **Cafeteria Employees** – Cashiers/Manager’s Assistants – One (1) position shall work one hundred eighty (180) days for seven and one-half (7-1/2) hours a day including no less than a thirty (30) minute lunch period and a fifteen (15) minute break. The break and lunch may be combined at the option of the employee if it does not interfere with the requirements of the job and provided the building principal approves it.

One (1) position shall work one hundred seventy-eight (178) days for three and one-half (3-1/2) hours a day.

Additional hours and days may be worked with the Superintendent’s approval.

Food service aides shall work no less than three (3) hours per day, one hundred seventy-eight (178) days per work year.

Cafeteria manager(s) shall be released from the food line, meal preparation, and clean-up duties two days per month for purposes of record keeping and ordering. Cafeteria manager(s) shall work one hundred eighty (180) days seven and one-half (7-1/2) hours per day. The cafeteria manager(s) shall have up to four (4) additional workdays to complete responsibilities and needs of the cafeteria—up to two (2) additional workdays prior to and/or up to two (2) additional workdays after the school year ends.

3. **Educational and Special Needs Educational Aides I**– Educational and Special Needs Educational Aides I shall be contracted for one hundred seventy-eight (178) days per year. Educational and Special Needs Educational Aides shall be paid for six and one-half (6-1/2) hour day including no less than a thirty (30)

minute lunch and two (2) ten (10) minute breaks. Extra scheduled hours will be offered on a seniority basis.

No aides, special or otherwise, will be required to perform any invasive health or medical need of a student such as, but not limited to, tube feeding, catheterizations, or airway suctioning (ventilators).

Except in emergency situations, a teacher will not be out of the room for more than forty-five (45) minutes, and an aide without a teaching certificate/license will not be used as a substitute teacher.

4. **Educational Aides II** – Educational Aides II are hired to perform duties tied to a specific grant, and, therefore, their hours are dependent upon the level of grant funding. The Superintendent shall notify the Association President when such assignments occur.
5. **Bus Drivers And Bus Aides** – Bus drivers and bus aides shall be contracted for one hundred seventy-eight (178) days with at least eighteen and three-fourths (18.75) hours per week and three and three-fourths (3.75) hours per day including at least one ten (10) minute break.

Permanent bus drivers and bus aides may, where reasonably necessary, be contracted for less than the above work hours, but for no less than three and three-quarter (3-3/4) hours per day, five (5) days per week.

6. **Holidays, Calamity Days, Voluntary Overtime, Conferences** – Holidays and calamity days shall count toward meeting the above workweek provisions. As a general rule, no employee will be required to work on weekends or holidays, and all overtime work shall be on a voluntary basis. When reasonably necessary, this general rule may be temporarily suspended by the Board. All work over and above a forty (40) hour work week shall be compensated at the rate of one and one-half (1-1/2) the normal rate of pay. All work on holidays will be compensated at one and one-half (1-1/2) the normal rate of pay in addition to the regular pay for the holiday.

NEOEA Day and conference days shall not be considered workdays or vacation days, with the exception of those contracted to work those days (i.e., custodians).

7. **Safety Meetings** – Safety meetings shall be held as per state law and all notified classified employees must attend. The Administration shall make every effort to schedule safety meetings at the beginning of the school year.

D. DAILY SCHEDULE

1. Variations in work schedules of up to one (1) hour in the starting and ending times and in the consequent lunch breaks may be made to meet the operational needs of the Board and to permit the adoption of summer hours. Schedules will not be changed solely to avoid the payment of overtime.

2. **Custodial and Bus Mechanics**

- a. Custodial and bus mechanic personnel shall work in two (2) eight (8) hour shifts set by the Board. They shall work Monday through Friday. Necessary assignments on Saturday shall be made on a seniority rotation basis and shall be paid overtime. No assignments will be made on Sundays or holidays except in an emergency and shall be made on a seniority rotation basis. A copy of all building use forms will be posted in the custodial work room. Custodians and bus mechanic personnel shall be paid for an eight (8) hour day, including no less than a thirty (30) minute lunch period. Custodians who are called out for emergencies (i.e., alarm, special event canceled without notification) will receive two (2) hours pay.
- b. **Tools and Training** – The Board shall reimburse the bus mechanic on an annual basis for insurance premiums related to his/her personal tools. Bus mechanic shall attend seminars related to his/her performance, the cost of which will be paid by the Board with prior approval by the Superintendent.

E. **YEAR**

The employment year for all non-teaching employees shall be from July 1 through June 30. The year shall consist of two hundred sixty (260) days, which includes paid holidays, vacation days, shut down days, and recess days.

1. **DEFINITIONS**

- a. Paid holidays are days set aside on the calendar on which the employees are not required to work but for which they receive work credit and are paid their regular daily rate of pay. Any holiday that falls on Saturday shall be observed on the preceding Friday, and any holiday that falls on Sunday will be observed on the following Monday. Labor Day is a paid holiday for only those employees who are at work both before and after the Labor Day weekend.

The paid holidays for 248 day employees shall be:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve
President's Day	Christmas Day

The paid holidays for all other bargaining unit employees shall be:

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

Good Friday Christmas Day
Labor Day (see 1. above)

- b. Vacation days are those days that the employee uses for vacation while receiving his/her regular daily pay.
 - c. Shut down days are those days during the summer on which certain employee classifications are neither required to work nor paid for the days.
 - d. Recess days are those normal work days on which certain employee classifications are neither required to work nor paid during the school year such as Winter Break or Spring Break.
2. **BUS DRIVERS, BUS AIDES, INSTRUCTIONAL AIDES** – Bus drivers, bus aides, and instructional aides shall be scheduled to report on all regular school days during the school year on which students are scheduled to attend but not to exceed one hundred seventy-eight (178) days. A calamity day shall count as a workday, up to five (5) days. They shall be paid for 178 report days plus holidays. The remaining days of the two hundred sixty (260) are either recess or shut down days and will not be paid.
3. **CUSTODIANS/MAINTENANCE I** – Custodial/Maintenance I personnel shall be scheduled to report on one hundred seventy-eight (178) weekdays during the school year. A calamity day shall count as a workday, up to five (5) days. They shall be paid for 178 report days plus holidays.
4. **CUSTODIANS/MAINTENANCE II** – Custodial/Maintenance II personnel shall be scheduled to report on all weekdays except holidays not to exceed two hundred forty-eight (248) report days minus their entitlement to vacation days. A calamity day shall count as a workday, up to five (5) days. They shall be paid for two hundred forty-eight (248) report days plus vacation and holidays.
5. **MAINTENANCE AIDE** – Maintenance aides are casual laborers and shall perform seasonal work and special projects on an “as needed” basis.
6. **CAFETERIA PERSONNEL** – Cafeteria Managers shall be scheduled to report on all regular school days during the school year on which students are scheduled to attend plus one (1) set-up and one (1) close-up day (i.e., 180 days), plus up to four (4) additional workdays to complete responsibilities and needs of the cafeteria. A calamity day shall count as a workday, up to five (5) days. Thus, they will be paid for up to 184 report days plus holidays. Food service personnel shall have an additional paid day of work before school opens and one additional paid day at the end of the school year for preparation and cleaning purposes.
7. **SECRETARIES** – All secretaries shall be scheduled to report one hundred eighty (180) weekdays during the regular school year. All secretaries shall work twenty (20) additional days either before, after, or a combination of before and after the school year (i.e., two hundred [200] total weekdays). The building principal will establish the secretaries’ pre- and post-school year schedule. A

calamity day shall count as a workday, up to five (5) days. They shall be paid for their respective workdays plus holidays.

8. **CALAMITY DAYS/MAKE-UP DAYS** – When school is canceled due to adverse weather conditions or otherwise, employees shall not be required to be in attendance, but shall be paid for such days as though they had actually worked. However, unit members are required to work on scheduled makeup days in order to complete a legal school year, but shall not be eligible for additional compensation for working on the makeup days. While the intended makeup days shall appear on the school calendar, the Board retains the right to change the makeup days after consultation with LASS.

On calamity days in excess of five (5), employees who are scheduled to work 248 days must report to work, unless said employees elect to use vacation or personal leave in place of reporting to work. Nothing herein shall prevent the legitimate use of sick leave.

With respect to calamity days, the Superintendent will normally cancel school by 6:00 a.m. If the Superintendent cancels school after 6:00 a.m., any employee who is already at work will be paid the greater of one hour or the time the employee actually spent working before the cancellation occurs.

F. ASSIGNMENT/VACANCIES

1. A vacancy shall be defined as a position that is or will become vacant that the Board elects to fill or that is newly created and available on or before the beginning of the next school year. No vacancy shall be filled until it has been posted for at least five (5) workdays. The posting shall be placed in each building, including the bus garage. During the summer months, all postings will be sent to all bargaining unit members via U.S. Postal Service.
2. When a vacancy exists, the Board shall fill the vacancy with the individual it believes is most qualified and suited to the position. In cases where the qualifications of internal and external candidates are equal in the judgment of the Board, internal candidates shall be given first consideration.
3. The Administration may reverse any transfer within thirty (30) days of it being made if the employee is not performing properly to hold the position in question. The decision as to whether the employee is performing properly is within the discretion of the Administration. Upon written request from the employee, the Board will provide the employee with written reasons for the reversal at the time the decision is made.

G. VACATION

1. Custodial/Maintenance II, bus mechanic, and mechanic aide employees shall be entitled to the paid vacations as indicated below:
 - a. Employees under contract for six (6) months or more – 1 week (5 days).

- b. Employees under contract for one year or more – 2 weeks (10 days).
 - c. Employees under contract for ten years or more – 3 weeks (15 days).
 - d. Employees under contract for fifteen years or more – 4 weeks (20 days).
2. Only one custodial employee shall be on vacation during any one week; however, custodians in different buildings may be granted vacation at the same time at the sole discretion of the Superintendent. The Superintendent's decision may not be challenged pursuant to the grievance procedure. Requests for vacation must be made to the Superintendent and can only be on a rotation basis. Employees with the most continuous service in the School District shall have preference in the selection of vacation dates. To have seniority preference, vacation applications should be submitted to the office of the Superintendent no later than March 31. Employees requesting full week vacations will take precedence over requests for less than a full week. While employees are encouraged to utilize their vacation in the contract year earned, if an employee does not use his/her allotted vacation in the contract year earned, she/he may carry over up to five (5) days if she/he is under category A or B, and ten (10) days if she/he is under category C or D. An employee may not have more than twenty (20) total carried over vacation days at any given time.
3. At the time of separation, employees are entitled to receive a separation benefit equal to the accrued but unused vacation leave not to exceed the leave accrued during the two (2) years immediately preceding separation plus the prorated portion of earned but unused vacation leave in the year of separation at the employee's then current rate of pay. When separation is due to death, the same procedure regarding unused vacation leave will be followed. Payment shall be made to the surviving spouse or other dependent. Employees hired after July 31, 2013, shall be entitled to payment not to exceed the leave accrued during the one (1) year immediately preceding separation plus the prorated portion of earned but unused vacation leave in the year of separation at the employee's then current rate of pay.

H. SAFETY GLASSES

All custodians, maintenance, and mechanics will be provided with safety glasses, as requested. The Board will reimburse those employees within these classifications who desire prescription safety glasses fifty percent (50%) of the cost of prescription safety glasses, up to One Hundred Dollars (\$100.00), once during the life of this Negotiated Agreement. To receive such reimbursement, the employee must submit to the Board Treasurer a detailed, paid receipt.

I. EMPLOYEE JACKETS

All employees shall receive, at no cost to the employee, a wind-breaker jacket, with Ledgesmont identification, at least once every three (3) years. The Board shall discuss with the employees the type of jacket to be purchased.

ARTICLE VI

TRANSPORTATION

- A. BUS DRIVERS AND BUS AIDES** – Bus drivers and bus aides shall begin work fifteen (15) minutes before the beginning of both their morning and afternoon bus runs. The thirty (30) minutes shall count as part of their workday. If the total time for both runs and breaks exceed the contracted workweek, the employee shall be paid for the extra time. Repeated overages are subject to pre-approval by the Superintendent. Extra time for pre-trip or post-trip duties may be granted with advanced approval from the Superintendent or his/her designee.

Working extra trips (e.g., field trips, extracurricular trips, or non-routine trips) shall be on a voluntary basis and rotated based on seniority. Both travel and sitting time shall be counted. The Board reserves the right to cancel any extra trips as it deems appropriate.

Bus drivers who report to the bus compound for extra duty trips that are cancelled shall be paid a one (1) hour minimum amount. It shall be a condition of and a prerequisite for employment that bus drivers are insurable under the Board's fleet insurance policy.

B. COMMUNICATION

A list of emergency contact numbers will be posted in each bus at all times.

C. REGULAR BUS RUNS

In August, there will be a bid meeting at least one week before school begins. Bus routes will be awarded based on seniority. Following the bid meeting, any vacant route(s) that remains or that occurs after the start of the school year will be assigned to new drivers. The Board reserves the right to reassign a route if it is in the best interests of the student passengers or the operational needs of the district.

Drivers are required to have the applicable student list with them on all routes. Drivers are responsible for knowing their routes prior to the start of the school year and must abide by all Ohio Department of Education transportation guidelines, applicable board policies and Ohio law.

D. EXTRA TRIPS

1. At the August bid meeting, drivers may sign up to drive extra trips. Once a driver volunteers to take extra trips, he/she is expected to remain on the extra trip roster for the entire school year. If a driver requests to be removed from the extra trip roster, he/she shall be removed from the list for the remainder of the school year. The request must be made in writing to the Transportation Supervisor and/or Coordinator. Extra trips shall be assigned to current regular drivers before being assigned to a substitute driver. Drivers on the extra trip roster will be provided a key to the bus garage.
2. All extra trips shall be posted at least one week in advance, when possible.

3. Extra trips will be assigned on a rotating basis based on seniority. Each school year the rotation shall begin with the most senior driver.
4. If the next driver on the rotation decides not to accept an extra trip when offered, then the next driver on the list will be offered the trip. This process will continue until a driver on the list accepts the extra trip. If no driver on the list accepts the extra trip, a substitute driver will be assigned to the extra trip. If a driver declines a trip, he/she will be placed at the bottom of the extra trip rotation list.
5. Once assigned to an extra trip, the driver is responsible for finding another driver to take the route, if he/she decides not to drive the trip. If the assigned driver cannot find another driver to take the route, the originally assigned driver must drive the extra trip.
6. The Transportation Supervisor or Coordinator is responsible for assigning all extra trips in the manner described herein.
7. Cancellation of Extra Trips:
 - a. If an extra trip is canceled after it is assigned, and the assigned driver shows up to the bus compound for the trip (because the driver did not receive prior notice of the cancellation), the driver will be paid for two hours. Under such circumstances, the driver will move to the bottom of the extra trip rotation list.
 - b. If an extra trip is canceled after it is assigned, and the driver receives prior notice of the trip and therefore does not show up for the extra trip, the driver will be assigned the next extra trip that has not yet been assigned.
 - c. If a canceled trip is rescheduled at a later date it will be treated as a new extra trip.

E. BUS MAINTENANCE

1. If a driver has reason to believe that the bus to which he/she is assigned to drive is in need of repair/maintenance, the driver is expected to report that condition to the Transportation Supervisor or Coordinator. Requests for mechanical work must be submitted in writing. The request must include the description of the specific problem(s), bus number, and driver's name.
2. Written requests for mechanical repairs will be documented upon completion.

F. Bus drivers shall be paid four (4) hours for summer cleaning and inspection of buses required for annual state inspection. This duty shall be given to drivers based upon seniority. If no driver requests the work, the Board may assign the work to an outside vendor.

G. All buses shall be properly equipped with rubber gloves, communication devices, and other safety equipment.

- H.** On days that the Ledgemont Local School District is not in session, an open route will be assigned to bus drivers on a rotating seniority basis.

ARTICLE VII

WORKING CONDITIONS

A. JOB DESCRIPTIONS

Job descriptions shall be developed by the administration subject to approval by both the Board and LASS for the following classifications:

1. Educational/Special Needs Aides
2. Bus Drivers
3. Bus Aides
4. Custodial
5. Maintenance
6. Maintenance Aide
7. Secretary
8. Cafeteria Manager(s)
9. Cashier/Manager's Assistants
10. Food Service Aide
11. Mechanic

Job descriptions shall be confined to duties carried out during the time specified in the "Day, Year, and Assignment" provision of this Negotiated Agreement. Job descriptions shall also define lines of authority between the Board and the employee in the given job classification(s). All employees shall receive a copy of his/her job description upon initial hire and if it is changed by the Board per this Article.

- B.** Employees shall have access to necessary materials and equipment.
- C.** Employees shall work in a healthy and safe environment. For those employees who work alone in an unoccupied building, a communication device, such as a cell phone, will be made available for the employee to carry during his/her shift. The communication device may only be used in emergency situations or for other approved work-related purposes.
- D.** Additional work hours/overtime will be offered on a rotating basis by seniority per building. Emergency situations will be determined by the Superintendent.
- Extra assignments necessary on non-scheduled workdays shall be made on the District's seniority rotation basis.
- E.** Special Needs Educational Aides will receive their daily rate of pay whether their assigned student is present or absent unless the employee chooses to go home.

ARTICLE VIII

DRUG AND ALCOHOL TESTING FOR EMPLOYEES REQUIRED TO HAVE COMMERCIAL DRIVER'S LICENSE (CDL)

The provisions of this Article are intended to comply with the Ledgemont Local Schools Drug Free Work Place Policy GBP, the Omnibus Transportation Employee Testing Act of 1991, and relevant U.S. Department of Transportation regulations. This Federal Law requires that all employees who are required to hold a Commercial Driver's License (CDL) as a condition of employment be tested for the use of alcohol, marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

PURPOSE

The purpose of this Article is to identify the employees in the bargaining unit who are subject to this law and to identify the procedures under which these employees may be tested for use of the above-mentioned substances. The parties recognize that substance abuse is an addictive illness; therefore, this procedure is designed to protect the interests of the Board in maintaining a safe environment as well as to assist affected employees in overcoming their illness.

Employees who are required to hold a CDL as a condition of employment are subject to this Article.

A. DEFINITIONS

The following words used in this Article have the meaning as defined below unless the context plainly requires otherwise:

1. "Alcohol," the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
2. "Alcohol use," the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
3. "Alcohol concentration (for content)," the alcohol in a volume of breath as indicated by an evidential breath test.
4. "Board," the Ledgemont Local School District Board of Education.
5. "CDL," commercial driver's license.
6. "Certificate," a certificate issued by the Ledgemont Local School District Board of Education or the Geauga County Educational Service Center to operate a school bus or other Board -owned vehicle.
7. "Covered employee," an employee of the Board who holds a CDL and performs any safety-sensitive function (i.e., bus drivers and bus mechanics).

8. “Drugs,” amphetamines, cocaine, marijuana, opiate, or phencyclidine (PCP). As used in this Article, “drug” is used interchangeably with “controlled substance.” When administering a drug test the Board shall ensure that the following are tested for: (1) Marijuana; (2) Cocaine; (3) Opiates; (4) Amphetamines; and (5) Phencyclidine (PCP).
9. “School bus,” a commercial moving vehicle owned by the Board. As used in this Article, “school bus” includes any moving vehicle owned by the Board requiring a CDL to operate.
10. “Safety-sensitive function,” for the purposes of this Article, includes all time a covered employee is:
 - a. Waiting to be dispatched;
 - b. Inspecting equipment as required or inspecting, servicing, or conditioning any school bus;
 - c. Driving at the controls of a school bus in operation or remaining in readiness to operate a school bus;
 - d. Loading or unloading a school bus, or assisting in the same;
 - e. Performing functions relating to accidents; or
 - f. Repairing, obtaining assistance, or remaining in attendance upon a disabled school bus.
11. “Substance abuse professional,” a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or an addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with the knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders, who is not employed by the school district.
12. “Superintendent,” the Superintendent of Schools of the Ledgemont Local School District, or designee.
13. “Test site,” the designated location of the contracted health provider where drug and/or alcohol testing occurs.

B. GENERAL PROVISIONS

1. Before performing an alcohol or drug test under the Federal Law or this Article, the Board shall notify the covered employee that the alcohol or drug test is required by Federal Law and this Article.
2. No covered employee may use alcohol or a prohibited drug while performing his/her duties.

3. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties.
4. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug, the employee shall immediately cease performing his/her duties for at least twenty-four (24) hours from the time the Board learns the results of such alcohol or drug test.
5. Covered employees shall submit to the following:
 - a. Pre-employment alcohol and/or drug test;
 - b. Post-accident alcohol and/or drug test;
 - c. Return-to-duty testing;
 - d. Random alcohol and/or drug test;
 - e. Reasonable suspicion alcohol and/or drug test; and
 - f. Follow-up alcohol and/or drug test.
6. Any employee who refuses to submit to the above-identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

C. PRE-EMPLOYMENT TESTING

1. **ALCOHOL** – Prior to employment, a covered applicant must undergo an alcohol test. The applicant shall not be hired unless the test comes back with a verified negative result.
2. **DRUGS** – Prior to employment, a covered employee must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a negative result.

D. POST-ACCIDENT TESTING

1. A covered employee shall be tested for drugs and alcohol as soon as practicable following an accident involving loss of human life and/or if the employee received a citation under state or local law for a moving traffic violation arising from the accident.
2. The alcohol tests shall be administered within two (2) hours of the accident or as soon as practicable, but in no case more than eight (8) hours after the accident.

3. A covered employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the covered employee undergoes the post-accident alcohol test, whichever occurs first.
4. A covered employee shall be tested for drugs as soon as practicable and within thirty-two (32) hours of the accident.
5. If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying his/her supervisor of his/her location if she/he leaves the scene of the accident prior to the submission of such test, she/he shall be deemed to have refused to submit to testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people leaving the scene of an accident for a period to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

E. RETURN-TO-DUTY TESTING

Before a driver who has been disciplined or enrolled in an employee assistance program for substance abuse under this Article may return to duty in a position requiring the performance of safety-sensitive functions, if at all, the driver must adhere to the following:

1. Evaluated by a substance abuse professional.
2. Comply fully with any recommended treatment to the satisfaction of the substance abuse professional.
3. Take a return-to-duty alcohol test which indicates less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

F. RANDOM TESTING

1. Covered employees are subject to random unannounced alcohol and drug testing.
 - a. **ALCOHOL** – The minimum annual percentage rate for random alcohol testing shall be 25% of the covered employees, or other such number as is published in the Federal Register annually.
 - b. **DRUGS** – The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing under this provision.
2. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection will be conducted by the test site. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. The Board shall ensure that random

alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.

3. Employees selected for random alcohol and/or drug testing may be notified of their selection while on either their morning or afternoon route, and shall proceed to the test site during their elementary run (i.e., a substitute will meet the employee at the conclusion of his/her high school run, and take the employee's elementary run).

G. REASONABLE SUSPICION TESTING

1. A covered employee who a supervisor has a reasonable suspicion to believe has violated this Section (i.e., is either under the influence of alcohol or a prohibited drug) shall submit to an alcohol and/or drug test upon the supervisor's request. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the work day when the covered employee is required to be in compliance with this Section.
2. The supervisor's belief must be based on his/her observation concerning the appearance, behavior, speech, or body odor of an employee. Supervisors must be provided with annual training by a substance abuse professional and must receive such training before a reasonable suspicion determination can be made.

H. FOLLOW-UP TESTING

1. A covered employee who returns to work in a position requiring the performance of safety-sensitive functions following discipline or enrollment in an employee assistance program for substance abuse is subject to follow-up testing. The number and frequency of such follow-up testing is determined by a substance abuse professional and consists of six (6) unannounced tests during the first twelve (12) months following the employee's return to duty. After the first year, the substance abuse professional may terminate this requirement or continue follow-up testing for another four (4) years after the date of initial disclosure, discovery or determination hereunder.
2. Such follow-up testing shall be conducted just prior to the start of the covered employee's performing his/her duties, during the performance of such duties, or just after the completion of such duties.

I. EMPLOYEE ASSISTANCE PROGRAM

1. Covered employees who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the employee assistance program, including use of accrued sick leave, and will qualify for the receipt of medical insurance benefits for treatment of substance abuse including follow-up care, to the extent that such benefits are provided under this Negotiated Agreement.

2. Ordinarily, voluntary disclosures of a drug or alcohol addiction by a covered employee will not, in and of itself, subject a covered employee to disciplinary action.

J. DISCIPLINARY ACTION

A covered employee will be subject to disciplinary action under this Section, up to and including termination, for any of the following reasons, in accordance with the terms of this Negotiated Agreement:

1. Reports for duty or performs work while having an alcohol concentration of at least 0.02 but less than 0.04, or while having an alcohol concentration of 0.04 or greater.
2. Reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug.
3. Refuses to submit to drug or alcohol testing.
4. Alters or attempts to alter alcohol and/or drug testing results.
5. Fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the covered employee leaves the scene of the accident prior to the submission of a post-accident test, unless the covered employee's departure is to obtain necessary emergency medical care).

K. INFORMATION AVAILABLE TO COVERED EMPLOYEES

Educational materials explaining the requirements of the federal regulations and of the Board's policies and procedures to meet the federal regulations shall be provided to all covered employees, including the following:

1. The name of the person designated by the Board to answer questions about the materials;
2. The categories of employees who are subject to testing;
3. Information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations;
4. Information concerning what conduct is prohibited;
5. The circumstances under which employees are subject to testing;
6. The procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee;

7. The requirement that covered employees must submit to testing as required by the regulations;
8. An explanation of what constitutes a refusal to be tested and the attendant consequences;
9. The consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment;
10. The consequences for a test indicating an alcohol concentration greater than 0.02 but less than 0.04; and
11. Information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an employee assistance program or to management).

These materials are to be distributed to each covered employee prior to the start of alcohol and drug testing, and to every other employee who is hired or transferred into a covered position thereafter. Each covered employee must sign a statement certifying receipt of these materials. Each employee and labor organization representing Board employees shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

L. TRAINING FOR SUPERVISORS

Supervisors or other individuals who are to determine whether an employee is to be tested on a reasonable suspicion basis are required to receive training of at least 120 minutes for the physical, behavioral, speech and performance indicators of alcohol and drug use (i.e., at least 60 minutes of alcohol training and at least 60 minutes of drug training).

M. MISCELLANEOUS

1. All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the covered employee's regular rate of pay, or at his/her overtime rate, if applicable. Any covered employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by a covered employee. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.
2. Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans with Disabilities Act.

3. A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.
4. All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified.
5. The alcohol and drug-testing program shall be under the direction of the Superintendent.

ARTICLE IX

TERMINATION, NONRENEWAL, AND DISCIPLINE OF EMPLOYEES

A. TERMINATION

1. "Termination" means: All bargaining unit employees who are either in the middle of a limited contract or have attained a continuing contract shall only be terminated for the reasons set forth in O.R.C. 3319.081 (See Article IV, Paragraph E.) and shall be afforded due process under the law in addition to the rights afforded in paragraph 2., below.
2. Prior to terminating an employee, the employee will be provided written notice stating the reasons for the proposed action and an opportunity to meet with the Superintendent to discuss the proposed recommendation. The employee may then request a hearing before the Board to review the Superintendent's recommendation and to present evidence and testimony in opposition to the recommendation prior to the Board acting on the Superintendent's recommendation of termination. (See Article IV, Paragraph E.) The employee is entitled to a representative of his/her choice at any such meetings. Any hearing provided for under this provision will be conducted at a date and time convenient to all participants. When such hearings are during school hours, all employees who are present at the hearing shall be excused with pay to attend.

Nothing in Article VIII shall preclude the Board from acting to terminate any employment contract as permitted by the applicable laws and by this Negotiated Agreement.

B. NONRENEWAL

1. Prior to nonrenewing an employee, the employee shall be evaluated in accordance with Article IV, I.
2. At least ten (10) days prior to recommending to the Board that it nonrenew an employee, the Superintendent shall notify the employee in writing of his/her intent to make such a recommendation.
3. Within five (5) days after notification of the Superintendent's intention to recommend nonrenewal, the employee may submit a request in writing to the Board Treasurer indicating that he/she wants to address the Board prior to it considering the Superintendent's recommendation. If such a request is made, the employee shall be allowed to address the Board prior to it acting on the Superintendent's recommendation. This meeting will occur in executive session unless the employee requests it to be in public. At the meeting, the employee may be represented by an individual of the employee's choice.
4. As stated in Article IV, F., the employee shall be notified in writing of the Board's action to nonrenew him/her on or before April 30.

5. If the above procedures have been followed, the decision of the Board is final for employees with limited contracts and with three (3) years or less in the District.
6. Alleged violations of this procedure may be appealed through the Grievance Procedure.

C. GENERAL RIGHTS

1. No reprisals of any kind will be taken by the Board or any member of the administration against any party in interest, any school representative and member of the Association, or any other participant in the termination or nonrenewal procedure by reason of such participation.
2. Hearings held related to termination proceedings shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours, all employees who are present at the hearing shall be excused with pay for the purpose. At meetings held related to nonrenewal proceedings, the employee may bring documents and affidavits to present to the Board.
3. If an employee does not appeal his/her termination or nonrenewal within the specified time limits at any step of the procedure, the case will be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
4. Every effort will be made to avoid interruption of work activities in all phases of the above provisions.
5. In the event of the failure of an administrator to communicate a decision within the specified time limits, the employee may refer his/her case to the next step of the above procedure.
6. Any employee involved in the termination or nonrenewal process must be informed of his/her right to counsel or Association assistance and representation, if desired.
7. All notices pertaining to termination or nonrenewal shall be mailed by certified mail with return receipt requested or hand delivered. If hand delivered, the notices shall be deemed to be received on the date delivered with the initials of the appropriate official recorded thereon.

D. DISCIPLINE OF EMPLOYEES

1. An employee may only be disciplined with just cause and in a progressive nature. Discipline shall be corrective in nature whenever possible, and the employee shall have the right to have a representative of his/her choice present at any meeting related to discipline. The levels of progressive discipline are:
 - a. Verbal reprimand, which may be documented in writing.

- b. Written reprimand, which will be designated as “WRITTEN REPRIMAND” on the RE: line of the letter/memorandum.
- c. Suspension of three (3) days or less without pay (issued by the Superintendent).
- d. Suspension of more than three (3) days without pay (issued by the Board).
- e. Possible termination of employment.

Discipline at level (a) shall not be done in an unnecessary public setting.
Discipline at levels (b) – (e) shall be done in private.

- 2. Immediate corrective action, including suspension or termination, may only be taken in cases of extremely serious and/or overt actions.
- 3. Any objections to the basis or severity of the corrective action shall be pursued through the grievance procedure and binding arbitration. A written directive or notice of management’s expectations concerning job performance is not considered disciplinary action and therefore may not be grieved on the basis of a violation, misinterpretation or misapplication of this Section (i.e., Section D).

ARTICLE X

ASSOCIATION RIGHTS

A. ACCESS TO SCHOOL BUILDINGS AND FACILITIES

The Association has the right at all reasonable hours to use school buildings upon advance notice to the building principal or Superintendent. No charge shall be made for the use of school buildings unless special custodial assistance is required. Meetings shall not be held during the time that involved employees are required to be working.

Designated LASS members may use specified school machines for Association purposes provided that they request and receive permission in advance from their building principal and provided that they reimburse the Board for the actual cost of the supplies or photocopying cost. Designees of LASS are required to be in-serviced on such equipment on their own time.

LASS may use employee mailboxes for distributing Association material and may use a bulletin board in each building for Association material.

B. DULY AUTHORIZED REPRESENTATIVES

Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times after checking in with the principal and stating the reason for the visit. However, the interruption of a staff member who is in the process of fulfilling his/her contractual responsibilities shall be avoided.

C. NONDISCRIMINATION

There shall be no discrimination against any individual because of his/her race, religion, national origin, disability, sex, association activity, or use of the rights contained in this Negotiated Agreement.

D. DELEGATES/ASSOCIATION BUSINESS LEAVE

The Association's elected delegates shall be given paid released time to attend official national, state, or regional Association meetings. In addition, Association leaders will be given paid released time to conduct necessary union business on an as needed basis with advance notice to the Superintendent or his/her designee. Maximum released time extended will be a total of four (4) days for all employees involved. The Superintendent may grant additional leave days upon demonstration of need.

E. BOARD DOCUMENTS

The Association shall upon request be given timely copies of Board agendas and other materials that are public information and copies of minutes, personnel actions, and financial documents when they are available.

F. FAIR SHARE FEE

All members of the bargaining unit shall, as a condition of employment, be required to pay a fair share fee to the Association in accordance with guidelines established in state law and as follows:

1. The fair share fee shall be paid through membership in the Association or by separate payment via automatic payroll deduction for those employees who do not join the Association within thirty (30) calendar days of their employment, and after no less than thirty (30) calendar days following their receipt of written notice of their duty to pay said fee;
2. Said written notice shall be hand-delivered or mailed by certified mail by the Board to all current and new employees in the bargaining unit within seven (7) calendar days following the effective date of their employment;
3. Acceptance of new or continued employment by the member of the bargaining unit shall constitute knowledge of this provision and acceptance that it is a part of his/her conditions of employment as is the entire Agreement;
4. The fee amount shall be set by the Association in August, and the amount set shall be communicated to the Board which shall include a statement of this amount in said notice to the bargaining unit members;
5. Following the time period set above, the Association may cause the automatic payroll of the fee for non-members of the Association who have not otherwise paid the fee by delivering the names of these persons to the Board Treasurer who shall proceed to deduct the fee and deliver it to the Association Treasurer in pro rata amounts over the next ten (10) pay periods, or the remaining pay periods of the work year, whichever is less;
6. If the fee payer alleges that the fee is improper under state law, he/she may file an appeal for a rebate by giving written notice to the Association President of a desire for a hearing on the matter. Such appeal must be filed within two (2) weeks of the notice of the fee, or any claim shall be deemed to be waived by the fee payer;
7. All timely appeals shall be heard through the Ohio Education Association's internal procedures. Rebates shall be given for any expenditure in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining; and
8. Upon submission of proper proof of religious conviction, an employee may be exempted from the service fee under the standards and requirements of state law.
9. The LASS/OEA/NEA agrees to indemnify and hold the Board harmless from any costs, expenses, or judgments incurred as a result of the implementation and enforcement of this provision. LASS reserves the right to employ counsel to

represent and defend any such claims made against the Board, provided, however, that the Board reserves the right to employ co-counsel at its own expense.

G. CALENDAR

Classified employees shall have input into the school calendar by having the Association President submit to the Superintendent LASS's recommendations for the school calendar. Final determination of the calendar shall be within the superintendent's sole discretion.

ARTICLE XI

REDUCTIONS IN FORCE

Reductions in personnel or working hours may take place for the reasons set forth in Ohio Revised Code Section 3319.172. Reductions due to absence of work shall take place only between school years whenever feasible. When it becomes necessary to reduce staff because of any of the above reasons, the following provisions shall apply:

- A. The Superintendent shall inform the LASS President of the positions to be eliminated and the reasons there for as soon as his/her recommendations for the coming year are ready and in any event prior to the regular May Board meeting, if known or reasonably ascertainable, at which time reductions in the staff will be determined.
- B. The employees to be reduced shall be determined by seniority based upon continuous service in the School District and shall be placed upon a Reduction in Force list from which the employee(s) with the least seniority within the classification(s) where the reduction in force is to take place shall be the first person to be reduced.
- C. In the event of equal seniority, the tie-breaking procedures in order of priority are:
 - 1. Previous interrupted service in the School District.
 - 2. Length of service in other school districts.
 - 3. Coin flip in presence of Association representative.
- D. Unpaid leaves of absence shall neither count for nor interrupt continuous service, unless otherwise provided by law. Seniority is not interrupted by resignation if the person is re-employed before missing any work time.
- E. An employee shall not lose seniority when he/she changes assignment to a different position, department, or building.
- F. An employee whose name appears on the Reduction in Force list will be rehired in inverse order of layoff when a position becomes available for which he/she is qualified and for which he/she has previously worked in the District. In the event that a vacancy(s) becomes available, the Board shall recall the employee to active employment status by giving written notice to the employee. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to accept active employment status within fifteen (15) calendar days from the date actual notification was delivered or twenty (20) calendar days from the date of mailing, said employee shall be considered to have declined said offer and shall be removed from the Reduction in Force (Recall) list. The employee may decline to accept a recall to a position other than the one he/she last held without being removed from the recall list. A copy of the written notification of recall shall also be sent to the LASS President.

- G.** During the period of layoff, the employee's seniority shall remain unbroken, but shall not accumulate. The employee shall maintain all accumulations of sick leave days, and shall retain his/her salary schedule placement.
- H.** An employee who refused a recall opportunity to a full-time position forfeits all recall rights unless the position being offered in the District is fewer hours than the position he/she last held in the District.
- I.** The Superintendent will furnish LASS by October 15 with seniority lists of all employees showing each employee's date of original employment and present assignment.
- J.** Employees shall remain on the recall list for twenty-four (24) months.
- K.** Reduction in force (RIF) employees will be called to substitute in his/her classification. This privilege supersedes any substitute list. Refusal to substitute shall not be considered a refusal of recall and shall not affect recall rights, with the exception that three (3) consecutive refusals in a single school year shall relieve the Board of having to call the employee to substitute for the remainder of that school year. Any employee on the recall list who does not choose to substitute may indicate same and shall not be called.

ARTICLE XII

PUPIL DISCIPLINE

In the event that a student initiates a physical assault against an employee, the employee shall report the assault immediately to the principal. The student shall be given his/her due process rights and the principal will take whatever disciplinary measures are appropriate at the time. Every effort will be made to curtail employee/student interaction prior to the imposition of disciplinary procedures. The employee shall file a written report, after having an opportunity to consult with representation of his/her choice, within twenty-four (24) hours. Following receipt of the employee's report, the principal shall investigate the incident and file a written report with the Superintendent containing findings for the disposition of the incident. A copy of the report to the Superintendent will be given to the employee involved accompanied by a written explanation of the decision. This report will not contain any information that is considered confidential to student records. The Superintendent shall then decide what corrective action, if any, shall be taken.

ARTICLE XIII

PERSONNEL RECORDS AND COMPLAINTS

A. REVIEW AND CONTENTS

Each employee shall have the opportunity to review all contents of his/her personnel file. Each employee shall be entitled, upon request, to a copy of any material in his/her personnel file at his/her expense. During the term of this Negotiated Agreement, a copy of any material placed in any employee's personnel file shall be provided to said employee at the time of its insertion. No material other than personal recommendations and placement letters closed to the individual shall be placed in the files unless the employee has had an opportunity to read the material and affix his/her signature to said material. Such signature does not necessarily indicate agreement with the content.

B. COMPLAINT PROCEDURE

Each employee shall be informed of any complaint made with respect to him/her by a parent, student, employee, administrator, Board member, etc., which is to become a part of his/her personnel file and which is to be the subject of further investigation. Each employee shall have the privilege of replying in writing to any material in his/her personnel file. The employee's response shall be included in the personnel file. Anonymous letters or materials shall not be placed in a personnel file nor shall they be used as a basis for any personnel decision. All items entered into personnel files shall carry a log date indicating date of entry. Except in cases involving actual or potential threats to the health, safety and welfare of students, parents and/or district personnel or board members, before a complaint is made a part of the personnel file, used as a basis for a personnel decision, and/or becomes the subject of further investigation, the employee shall be informed of the complaint, and, if the employee wishes, the employee may attempt to resolve it directly with the complainant. At this point, the person receiving the complaint should only note the receipt of the complaint and refer the complainant to the employee (however, if the complainant is not an employee and refuses to see the employee, the administrator shall so inform the employee and proceed with the remainder of this complaint procedure). If this does not resolve the matter, the appropriate administrator(s) shall investigate the complaint and attempt to resolve it. If the employee is required to attend any meetings or be a part of any investigation, the employee may be accompanied by a representative(s) of the employee's choice. This shall not preclude the administration from speaking privately to the complainant. If a Board hearing is held, the employee has the right to be accompanied by representation of his/her choice and present evidence on his/her behalf. Both the complainant and the employee are entitled to be present. Complaints made directly to the Board or any of its members shall be referred to the appropriate administrator(s) to be processed in accordance with these procedures. For offenses of a serious nature that pose a threat to students, persons or property, immediate corrective action may be taken without regard to this provision.

While the Board may deliberate in executive session, any Board action responding to or resulting from the filing of such a complaint shall be in public session.

ARTICLE XIV

PART-TIME EMPLOYEES

A. PAY

Pay for part-time employees shall be prorated according to the hours worked. The Association President shall be notified of all part-time employees, their hours of work, and the proration of their pay in writing.

B. BENEFITS

Premium payments by the Board for part-time regular employees who work twenty (20) hours or more per week shall be considered full-time for insurance purposes. Any part-time regular employee who works less than twenty (20) hours a week may receive Board health insurance by paying fifty percent (50%) of the monthly premium for either single or family coverage.

C. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All other terms and conditions of employment shall be applied to part-time people on the same basis as applied to full-time people except as otherwise specified in this Negotiated Agreement.

ARTICLE XV

COMPENSATION

A. SALARIES

Employees' salaries shall be computed using the salary schedule index contained in Appendix B.

2013-2014 school year: Each employee shall receive a stipend of 1% of their salary, not on the base, in a separate check no later than the second paycheck following ratification. All eligible employees shall maintain the step increments already received this contract year. All eligible employees shall receive longevity in accordance with Article XV, Section B.

B. LONGEVITY

Longevity increments shall be paid the last pay date in June of each school year in one lump sum for employees with continuous experience in Ledgemont:

1. Three (3) or four (4) years experience – \$250.00.
2. Five (5) through nine (9) years experience – \$450.00.
3. Ten (10) through fourteen (14) years experience – \$600.00.
4. Fifteen (15) through nineteen (19) years experience – \$700.00.
5. Twenty (20) or more years experience – \$800.00.

C. SALARY SCHEDULE PLACEMENT

Credit for previous experience outside the District for new employees shall be set by the Board. Once initial placement has been determined, an employee shall receive a step advancement on the salary schedule on July 1 for each completed year of service of at least one hundred twenty (120) of the scheduled report days for his/her classification.

D. PAYROLL PRACTICES

All employees shall be paid according to salary schedules and benefit provisions included as part of this Negotiated Agreement. Pay and benefits for part-time employees shall be prorated according to hours worked. Regular, permanent employees shall be paid in twenty-six (26) equal installments. Pay dates shall be every other Thursday. In the event that a Thursday is not a regularly scheduled workday, employees shall be paid on the workday immediately preceding the scheduled pay date, provided that workday is within six (6) calendar days of the scheduled pay date. In the event that it is more than six (6) calendar days, the pay date shall be no later than the regularly scheduled Thursday pay date. Paychecks may be withheld from those employees who have unreasonably failed to submit a properly executed time sheet by noon of the first workday of the new pay

period. All employees shall have their paychecks directly deposited electronically into a bank of their choice. Should twenty-seven (27) pay periods fall in any given contract year, the Board and the Association shall mutually agree on an alternate method of distributing salaries to classified employees.

Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the employee as follows:

1. **HEALTH CARE COVERAGE** – Employees may subscribe to any health care coverage provided as part of this Negotiated Agreement and the employee's portion of premiums due, if any, shall be deducted twice a month.
 2. **DISABILITY INSURANCE** – Employees shall have the option of subscribing at their own expense to at least one income protection insurance through the Board of Education. Subscription shall be available only by payroll deduction if the Board can reasonably secure computer/accounting space for said deduction.
 3. **CREDIT UNION** – The Geauga School Employees Credit Union operates as a service organization to all school employees. Payroll deduction shall be available for automatic savings and/or loan payments.
 4. Deductions for the Fund for Children in Public Education (FCPE) shall be made by payroll deduction at the employee's request.
 5. **TAX SHELTERED ANNUITIES** – Employees may elect to purchase tax sheltered annuities through payroll deduction as provided through the Board.
 6. **PROFESSIONAL DUES AND FEES** – Personnel joining the membership of the United Education Association and affiliated departments or pay the fees thereto may have such dues/fees withheld from their pay.
 7. U.S. Savings Bonds shall be made available to employees through payroll deduction if computer/accounting space becomes reasonably available.
- E.** Overtime shall be paid for the payroll period in which it is earned. Mileage allowance shall be paid monthly in a separate check.
- F. BOARD SHELTERING OF EMPLOYEES' RETIREMENT CONTRIBUTION**
1. The Board shall implement the "pickup" of the employee-required contributions to the School Employees' Retirement System (SERS) and the Board Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to SERS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as deferred salary (i.e., a mandatory salary reduction) from the contract salary otherwise payable to such employee in cash.
 2. The Board Treasurer will prepare and distribute an addendum to each employee's contract that states: (1) that the employee's contract salary is being restated as

consisting of (a) a cash salary component, and (b) a "pickup" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay and deduct rate (i.e., the salary adjustment that is made due to absence) shall be calculated upon both the cash salary component and "pickup" component of the employee's restated salary.

3. The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this Section not been in effect (i.e., the sum of the cash salary and pickup components shall not exceed the employee's contract salary provided in the Salary Schedule). The Board shall compute and remit its employer contribution to SERS based upon total contract salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
4. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.
5. It is the employee's sole responsibility to check with his/her annuity consultant to verify that this Section will not place an individual beyond the applicable legal limits. The employee bears complete responsibility for any fiscal penalty or fine enacted by the Internal Revenue Service ("IRS") and shall not hold the Board responsible for the employee's over-payment or fine.
6. The current taxation or deferred taxation of the pickup is determined solely by the IRS, and compliance with this Section does not guarantee that the tax on the pickup will be deferred. If the IRS or other governmental entity declares the pickup not to be tax deferred, this Section shall be null and void and the SERS contribution procedure in place prior to the effective date of this Section shall be in effect.

ARTICLE XVI

FRINGE BENEFITS

A. HEALTH INSURANCE

The Board shall provide the full-time employee, single fringe benefit coverage with the employee paying seven percent (7%) of the premium at a cost not to exceed forty-two dollars and ninety-eight cents (\$42.98) per month and family coverage with the employee paying seven percent (7%) of the premium at a cost not to exceed one hundred eighteen dollars and nine cents (\$118.09) per month for health insurance. The Board will pay the difference in the premium cost. The hospitalization/major medical coverage shall be as set forth in Appendix G-2. Dental and vision insurance (see Appendix G-3) shall remain at the current level for the term of the Negotiated Agreement. Selection of the carrier for these program(s) shall be at the discretion of the Board.

All full-time bus driving positions employed by Ledgemont will receive full health care single benefits or pro-rated family health care from the Board as is currently provided.

B. SECTION 125 PLAN

1. The Board shall provide a Section 125 Plan that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association). In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (below) provisions of this Agreement shall be made through the Section 125 Plan.
2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board Treasurer during the month of September. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to participate will end upon notification from the employee of his/her intent to no longer participate as may be submitted during the following September. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

C. MEDICARE REIMBURSEMENT

At the employee's request and in lieu of the basic insurance package, the Board will reimburse those employees who incur premium costs for Medicare payments up to an amount equal to its share of the basic package premium. This reimbursement will be paid quarterly by the Board to the employee.

D. TERM LIFE INSURANCE

The Board shall provide at no cost to each employee a standard term life insurance benefit in the face amount of fifty thousand dollars (\$50,000.00). This coverage shall include accidental death and dismemberment riders. The selection of the carrier of this policy shall be at the Board's discretion.

E. DEDUCTION FOR PREMIUM

An employee, will pay the employee's required premium contribution by payroll deducting to the Board, with the Board paying of the difference in the premium cost.

F. PLAN DESCRIPTIONS

All employees shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided.

G. WORKER'S COMPENSATION

1. All school employees are protected under the Worker's Compensation Law (O.R.C. 4123.01). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor immediately (within 24 hours) and an application form as prescribed by the Bureau of Worker's Compensation shall be completed.
3. The employee shall have an option of submitting a claim under Worker's Compensation or using accrued sick leave.

H. PHYSICAL EXAMINATIONS

The Board shall reimburse the employee the entire cost of any physical examination required by the Board before or after his/her hiring date. The employee may select his/her own physician, but in such a case, he/she will only be reimbursed the standard fee the Board pays its choice of physician.

I. CDL REIMBURSEMENT

After receiving their Commercial Driver's License, the bus drivers shall submit the new license to the Superintendent, and the Board shall reimburse drivers for the cost of the license.

J. PAYMENT IN LIEU OF INSURANCE COVERAGE

1. A full-time employee may elect not to receive the hospitalization/medical insurance coverage provided in paragraph A above and instead elect to receive additional compensation of \$825 per year, (the year being October 1 through September 30), less applicable payroll deductions, to be paid with the first pay in October the following year.
2. In order to elect this option and receive this additional compensation, the employee must, during the month of September in a given year complete, sign and file with the Board Treasurer a form indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the coverage that he/she elected not to receive for the duration of the one-year period. In the event of a change in the employee's circumstances after this election has been made, the employee may elect to receive the insurance coverage the month following notification. There shall be no pre-existing condition exclusion for any employee who re-enters the insurance program in paragraph A above after originally electing not to participate in said program.
3. Employees hired after the September election date may participate in this payment in lieu of insurance program on a prorated basis.
4. If an employee selects payment in lieu of insurance provided in paragraph (A) as set forth above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.

K. FINGERPRINTING

The Board shall pay the filing fees for bus driver renewal fingerprinting.

- L.** Insurance Committee – Effective January of each school year, there shall be formed a joint labor-management committee on insurance which shall meet monthly, or more often as deemed necessary or prudent by the committee. The committee shall be comprised of up to four (4) members designated by the Association and up to four (4) members designated by the Board of Education. This committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options, including multi-tier plan options, and make recommendation to the parties they represent on renewals and/or changes to the insurance programs offered to employees.

ARTICLE XVII

RETIREMENT/SEVERANCE

Upon retirement under the School Employees Retirement System, its successor, or equivalent, an employee shall receive a one-time, lump sum severance payment equal to one-fourth (1/4) of the employee's accumulated, unused sick leave days times the employee's per diem rate of pay for that school year, to a maximum payment of eighty (80) days.

The severance payment will be made in the second pay of January in the year following the retirement.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. BASIC OBJECTIVE

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances on matters that have been negotiated. To the extent permitted by law, the parties agree this grievance procedure shall be kept as informal and confidential as may be appropriate to any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

B. DEFINITIONS

1. A "grievance" means a complaint involving the alleged violation, misinterpretation, or misapplication of the terms of this Negotiated Agreement between the Board and LASS.
2. The term "grievance" shall not apply to any matter on which the Board is without authority to act under state law. If this is in dispute, the grievance shall be processed.
3. The "aggrieved" is the person or group of persons making the complaint or the LASS.
4. "Days" throughout this Negotiated Agreement shall mean scheduled workdays or weekdays when the Board office is open during a recess or shut down, unless otherwise specifically delineated herein.

C. FORMAL PROCEDURE

STEP I – A grievant may file a grievance in writing to the immediate supervisor within fifteen (15) days of the occurrence of the event causing the grievance. The grievance form must set forth the date of the alleged violation, misinterpretation, or misapplication; the nature of the violation, misinterpretation, or misapplication; and the specific provision(s) of the Negotiated Agreement that have been allegedly violated, misinterpreted, or misapplied; and the relief requested. The immediate supervisor shall, within ten (10) calendar days after receipt of the written grievance, render his/her decision in writing to the grievant and/or LASS President.

All Step I grievances filed by transportation employees shall be filed with and decided by the Superintendent's designee.

STEP II – If the grievant is not satisfied, he/she may within ten (10) days of receiving the supervisor's response appeal the grievance in writing to the Superintendent. A meeting of the parties shall be held within ten (10) days of this action. The Superintendent or his/her designee shall respond in writing within five (5) days of the meeting. If no settlement can be reached at this level, the grievant may appeal to Step III.

STEP III – If the grievant is not satisfied with the Superintendent’s decision, the Association may submit the grievance to final and binding arbitration by filing twenty (20) days from the date of the Superintendent’s decision to the American Arbitration Association (“AAA”). A copy will be sent to the Superintendent. The arbitration procedures shall be in accordance with AAA’s voluntary rules and procedures. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The cost of arbitration shall be borne by the losing party, except where the arbitrator divides the expenses differently. The decision of the arbitrator shall be final and binding on both parties.

D. STIPULATIONS

1. The temporary absence of the aggrieved, representative, immediate supervisor, or the administrator, shall toll the running of the days during the absence of such person, but for no more than five (5) additional days unless otherwise agreed to.
2. All meetings shall be set at a mutually convenient time and place. The LASS President, or designee, shall receive notice of each meeting held to resolve a formally filed grievance.
3. The Board and the LASS may mutually agree to mediate a grievance prior to it being advanced to arbitration (i.e., Step III). If the parties elect to mediate a grievance, they shall use FMCS to identify a mediator. If there is a cost for the use of the mediator, the parties shall split the expense.
4. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the grievant, LASS, or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having utilized the grievance procedure. The grievant and an officer from LASS may be given release time to attend a grievance hearing conducted during the regularly scheduled employee day.
5. The grievant is entitled to be accompanied by a representative appointed by LASS at any stage of this procedure.
6. A grievance may be withdrawn at any level by the grievant without prejudice, except that the matter cannot be reopened.

ARTICLE XIX
DURATION/SEVERABILITY

This Negotiated Agreement shall take effect July 1, 2013, following ratification by both parties and written execution thereof and shall remain in full force and effect through June 30, 2014. If any provisions of this document shall be found contrary to law, by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. All other provisions herein stated shall continue in full force and effect, so long as they do not conflict with any local, state, or federal laws.

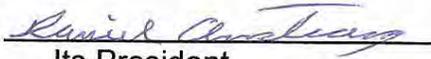
Should any provision of this Negotiated Agreement be found contrary to law, that provision shall be suspended, and the remainder of the Negotiated Agreement shall remain in full force and effect. In such a case, either party to the Agreement may cause renegotiation of the suspended provision for the purpose of bringing said provision or a substitute provision into conformance with the law. Such renegotiation would begin within ten (10) days of the request, and be limited to the purpose stated above, but shall otherwise follow the applicable negotiations procedures expressed in this Negotiated Agreement.

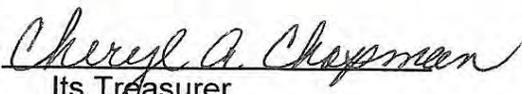
The conditions, requirements, and stipulations enumerated in this Negotiated Agreement constitute the complete and sole contract between the Ledgemont Board of Education and the Ledgemont Association of Support Staff. No other conditions, stipulations, or requirements (either verbal or written) will be recognized unless mutually agreed, except those matters mandated as negotiable during the term of an agreement by O.R.C. 4117. This Negotiated Agreement constitutes the sole agreement between the parties.

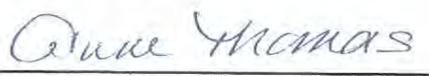
The Board will provide, with shared cost to the Association, fifty (50) copies of the Negotiated Agreement between the Ledgemont Local Board of Education and the Ledgemont Association of Support Staff, for distribution to each member of the bargaining unit within forty-five (45) days after ratification.

This Negotiated Agreement between the parties is attested to by representatives whose signatures appear below.

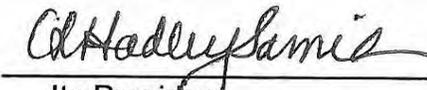
FOR THE ASSOCIATION:

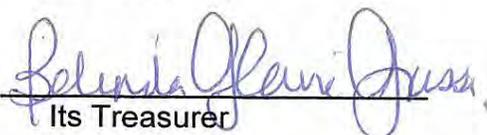
By 
Its President

By 
Its Treasurer

By 
Its Consultant

FOR THE BOARD OF EDUCATION:

By 
Its President

By 
Its Treasurer

By 
Its Superintendent

Date of Signing: 7/23/14

APPENDIX B
LEDGEMONT ASSOCIATION OF SUPPORT STAFF
SALARY SCHEDULE FOR 2013-2014 WORK YEAR

- LEVEL I – Aides: Educational, Special Needs, Bus Mechanic, Food Service, and Bus; and Contract Drivers
- LEVEL II – Cashiers/Managers Assistants
- LEVEL III – Maintenance Aide
- LEVEL IV – Cafeteria Managers
- LEVEL V – Custodians, Secretaries
- LEVEL VI – Maintenance
- LEVEL VII – Bus Drivers
- LEVEL VIII – Bus Mechanics

YEARS	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI	LEVEL VII	LEVEL VIII
0	\$8.69 1.00	\$9.70 1.00	\$9.93 1.00	\$10.68 1.00	\$10.96 1.00	\$13.08 1.00	\$13.30 1.00	\$15.19 1.00
1	\$8.89 1.023	\$9.92 1.023	\$10.16 1.023	\$10.92 1.023	\$11.21 1.023	\$13.38 1.023	\$13.61 1.023	\$15.54 1.023
2	\$9.09 1.046	\$10.14 1.046	\$10.39 1.046	\$11.17 1.046	\$11.46 1.046	\$13.68 1.046	\$13.91 1.046	\$15.89 1.046
3	\$9.29 1.069	\$10.37 1.069	\$10.61 1.069	\$11.41 1.069	\$11.71 1.069	\$13.98 1.069	\$14.22 1.069	\$16.24 1.069
4	\$9.49 1.092	\$10.59 1.092	\$10.84 1.092	\$11.66 1.092	\$11.97 1.092	\$14.28 1.092	\$14.53 1.092	\$16.59 1.092
5	\$9.68 1.115	\$10.81 1.115	\$11.07 1.115	\$11.90 1.115	\$12.22 1.115	\$14.58 1.115	\$14.83 1.115	\$16.94 1.115
6	\$9.88 1.138	\$11.03 1.138	\$11.30 1.138	\$12.15 1.138	\$12.47 1.138	\$14.88 1.138	\$15.14 1.138	\$17.29 1.138
7	\$10.08 1.161	\$11.26 1.161	\$11.53 1.161	\$12.39 1.161	\$12.72 1.161	\$15.19 1.161	\$15.44 1.161	\$17.64 1.161
8	\$10.28 1.184	\$11.48 1.184	\$11.76 1.184	\$12.64 1.184	\$12.97 1.184	\$15.49 1.184	\$15.75 1.184	\$17.99 1.184
9	\$10.48 1.207	\$11.70 1.207	\$11.98 1.207	\$12.89 1.207	\$13.23 1.207	\$15.79 1.207	\$16.06 1.207	\$18.33 1.207
10	\$10.68 1.23	\$11.93 1.23	\$12.21 1.23	\$13.13 1.23	\$13.48 1.23	\$16.09 1.23	\$16.36 1.23	\$18.68 1.23
11	\$10.88 1.253	\$12.15 1.253	\$12.44 1.253	\$13.38 1.253	\$13.73 1.253	\$16.39 1.253	\$16.67 1.253	\$19.03 1.253

APPENDIX C

JOB DESCRIPTIONS

Current adopted Board policy as approved by the Ledgemont Association of Support Staff.

APPENDIX D

CHILD-REARING LEAVE FORM

(To be filed with the Superintendent of Schools)

NAME: _____ SCHOOL: _____

I wish to take leave for reasons of child-rearing. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated.

Check one of the following:

1. _____ I wish to utilize sick leave for a period of disability as certified by my attending physician (must precede commencement of unpaid leave).
2. _____ I do not wish to utilize sick leave prior to commencing this leave.

Beginning date of leave (approximate if #1, above, is checked*): _____

Ending date of leave: _____

* Employee should notify the Superintendent of Schools as soon as possible of the precise date in writing. Employee is reminded to review the Negotiated Agreement between the Board and the Association relative to notification dates, insurance benefits, etc.

Signature of Superintendent of Schools

Signature of Employee

Date

Date

Complete in duplicate: One copy to be retained by the Superintendent of Schools; one copy to be returned to the employee.

APPENDIX E
GRIEVANCE FORM

This form should be prepared in duplicate, and signed by both the grievant and the principal/Superintendent; each shall retain a copy.

GRIEVANT: _____ DATE OF FILING: _____

ASSIGNMENT: _____

DATE OF THE ALLEGED VIOLATION, MISINTERPRETATION OR MISAPPLICATION:

STATEMENT OF GRIEVANCE (Please identify the nature of the violation, misinterpretation, or misapplication, and the specific provision(s) of the Negotiated Agreement that have been allegedly violated, misinterpreted, or misapplied): _____

RELIEF SOUGHT: _____

Signature of Grievant _____

Received by Administration at:

Step I		
	Signature	Date

Step II		
	Signature	Date

Step III*		
	Signature	Date

* Authorized to Step III by Association

Signature/Position	Date

APPENDIX F-1

Benefit		
Network		
Lifetime Maximum	Unlimited	Unlimited
Dependant Age	Age 26*	
	Network	Non-Network
Coinsurance	100%	80%
Out of Pocket Maximum per Calendar Year	\$400 Single \$800 Family	\$900 Single \$1,800 Family
Deductible per Cal. Year	\$100 Single \$200 Family	\$100 Single \$200 Family
Emergency Room Urgent Care	\$200 Copayment \$75 Copayment	\$200 Copayment 80% after Deductible
Hospital Services	100% after Deductible	80% after Deductible
Physician Office Visit	\$25 Copayment	80% after Deductible
Outpatient Lab & X-Ray	100%	80% after Deductible
Well Child Care	100%	80% after Deductible
Routine Physical	100%	80% after Deductible
PAP, Mammogram, PSA	100%	80% after Deductible
Allergy Tests Allergy Injections	100% after Deductible \$5	80% after Deductible 80% after Deductible
Immunizations	100%	80% after Deductible
Chiropractic Care	100% - \$25 Copayment (per office visit) Limit 24 visits per Calendar Year	80% after Deductible Limit 24 visits, per Calendar Year
Outpatient Mental Health, Substance Abuse Services	Benefits provided in accordance with Federal Mental Health Parity	80% after Deductible
Inpatient Mental Health, Substance Abuse Services	Benefits provided in accordance with Federal Mental Health Parity	80% after Deductible
Annual Vision Exam	100%	80% after Deductible
Prescription Drug – Retail (30 day supply)	\$10 Copay – Tier 1 \$25 Copay – Tier 2 \$40 Copay – Tier 3	50%; Min. \$40
Prescription Drug – Mail Order (90 day supply) -Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service. -Member may be responsible for additional cost when not selecting the available generic drug. -Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10 Copay – Tier 1 \$65 Copay – Tier 2 \$120 Copay – Tier 3	Not Covered

* Unless otherwise mandated by State or Federal law.

APPENDIX F-2

VISION PLAN	
Type of Service	Traditional¹
Vision Examination	\$40 per calendar year
Frames	\$60 every two years
Lenses	\$60 Single Vision \$70 Bifocals \$100 Trifocals \$70 Lenticular Single \$90 Lenticular Bifocal \$110 Lenticular Trifocal
Contact Lenses	\$175 Pair if Medically Necessary \$100 Pair Cosmetic

¹ Choose any Provider

APPENDIX G

(Central Office use only)
Contract status assigned for
next contract year:

_____ Year
Type of Contract

LEDGEMONT LOCAL SCHOOLS

EMPLOYEE PERFORMANCE EVALUATION
(Classified)

Employee _____ Position _____

Date _____ School or Department _____

Evaluator _____

- Current Contract Status:
- A. One (1) year ()
 - B. First of a two (2) year ()
 - C. Second of a two (2) year ()
 - D. Continuing ()
 - E. Other _____

Attendance (Include personal and sick leave.)

Comments: (Include explanation for excessive absence, i.e., hospitalized, etc.)

Total days absent from work this contract year _____

(From: Date _____ to _____)

Total days absent from work last contract year _____

(From: Date _____ to _____)

Date Hired _____

.....
Instructions:

This report allows the evaluator to rate the employee on a number of traits, abilities and characteristics that are important for success. Place a rating number (by the descriptive phrase) that most nearly describes the performance of the person being evaluated. N/A may be used to indicate not applicable to this employee.
.....

CLASSIFIED EMPLOYEE EVALUATION

<u>Unsatisfactory</u> <u>1</u>	<u>Needs Improvement</u> <u>2</u>	<u>Satisfactory</u> <u>3</u>	<u>Good</u> <u>4</u>	<u>Outstanding</u> <u>5</u>
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I.	PRODUCTION AND EFFICIENCY WORK			
	_____	A. QUANTITY OF WORK Amount of work performed on a daily basis is appropriate for job duties.	Commendations/Recommendations:	
	_____	B. QUALITY OF WORK Work is performed accurately and neatly. Work is thorough and complete. Work is completed in a manner consistent with reasonable expectations and the job description.	Commendations/Recommendations:	
	_____	C. JOB KNOWLEDGE Understands work, equipment, and materials and has the skills to adequately perform work duties. Understands the scope of his/her assigned job duties and knows how to safely and efficiently perform those duties (including how to safely and efficiently utilize relevant equipment and materials).	Commendations/Recommendations:	
	_____	D. ORGANIZATION OF WORK Effectively plans work day and utilizes time to satisfactorily complete job assignment in a timely manner.	Commendations/Recommendations:	
II.	WORK HABITS			
	_____	A. ATTENDANCE Consistently reports to work at his/her scheduled time and promptly returns from breaks.	Commendations/Recommendations:	
	_____	B. DEPENDABILITY Completes job assignments consistently at an acceptable level of performance and follows through with other related assigned duties.	Commendations/Recommendations:	

	_____	<p>C. MAINTAINS WORK AND STORAGE AREA (Buildings, Vehicles, etc.)</p> <p>Keeps work area tidy and in proper order to facilitate accomplishment of job assignment.</p>	Commendations/Recommendations:
	_____	<p>D. CLEANS ASSIGNED AREAS THOROUGHLY</p> <p>Efficiently cleans and maintains all surfaces, furniture, interiors, and fixtures in the assigned area/building/vehicle.</p>	Commendations/Recommendations:
	_____	<p>E. INITIATIVE</p> <p>Works independently as appropriate and completes assigned duties with little need for direct supervision/guidance. (Sees what needs to be done within the job responsibilities and takes necessary steps to do it.)</p>	Commendations/Recommendations:
	_____	<p>F. SAFETY</p> <p>Safely and efficiently operates and maintains equipment and keeps it in proper condition. Follows safety procedures for using necessary chemicals, materials, vehicles, and/or equipment specific to the position. Notifies supervisor of safety concerns and needed repairs in work area.</p>	Commendations/Recommendations:
	_____	<p>G. SECURITY OF BUILDING OR EQUIPMENT</p> <p>Responsible for securing buildings and/or equipment as designated by supervisor and/or job description.</p>	Commendations/Recommendations:
III.	PERSONAL CHARACTERISTICS/QUALITIES		
	_____	<p>A. INTERPERSONAL RELATIONSHIPS</p> <p>Communicates in a positive manner with staff, students, and public. Works cooperatively with others to accomplish goals.</p>	Commendations/Recommendations:

IV. PROFESSIONAL QUALITIES			
	_____	A. Supports and follows Board policies and procedures.	Commendations/Recommendations:
	_____	B. Dresses in an appropriate and safe manner consistent with his/her assigned duties.	Commendations/Recommendations:

Evaluator Comments:

This section is to be completed by the evaluator after the evaluation.

Recommended contract status for the _____ contract year.

Circle one:

- A. Nonrenewal
- B. Two (2) Year
- C. Continuing

Date _____

Signature of Employee

Date _____

Signature of Evaluator

(Signature of employee denotes he/she has reviewed the completed evaluation form with the evaluator.)

Employee's Comments: