

13-MED-04-0513
1394-02
K30057
10/25/2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

WELLINGTON BOARD OF EDUCATION

AND THE

WELLINGTON SCHOOL SUPPORT STAFF

JULY 1, 2013 THROUGH JUNE 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	RECOGNITION..... 1
ARTICLE II	RIGHTS..... 1
ARTICLE III	NEGOTIATIONS PROCEDURE..... 2
ARTICLE IV	NO STRIKE CLAUSE..... 3
ARTICLE V	GRIEVANCE PROCEDURE 4
ARTICLE VI	LEAVE PROVISION..... 6
ARTICLE VII	DRUG FREE WORKPLACE 12
ARTICLE VIII	SEXUAL HARASSMENT 12
ARTICLE IX	INSURANCE BENEFITS..... 14
ARTICLE X	LIABILITY PROTECTION 16
ARTICLE XI	EXTRA BUS TRIPS 18
ARTICLE XII	CALAMITY DAYS 20
ARTICLE XIII	COMPENSATION – SEVERANCE PAY, PAYROLL DEDUCTION, DIRECT DEPOSIT, VACATIONS, SALARY 21
ARTICLE XIV	SENIORITY 25
ARTICLE XV	VACANCIES, TRANSFERS, PROMOTION AND SENIORITY 26
ARTICLE XVI	EMPLOYEE DISCIPLINE, NON-RENEWAL, DISCHARGE, TERMINATION 28
ARTICLE XVII	LAYOFFS 31
ARTICLE XVIII	JOB DESCRIPTION 34
ARTICLE XIX	PERSONNEL FILES 34
ARTICLE XX	EVALUATION 35
ARTICLE XXI	EMPLOYEE MANAGEMENT FORUM..... 36
ARTICLE XXII	WORKING CONDITIONS 37
ARTICLE XXIII	EMPLOYEE MEETINGS..... 39

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE XXIV COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT	39
ARTICLE XXV DISPENSING MEDICATIONS	40
ARTICLE XXVI PROBATIONARY PERIOD	41
ARTICLE XXVII FAIR SHARE FEE.....	42
ARTICLE XXVIII NEW FAMILY MEDICAL LEAVE ACT	43
ARTICLE XXIX SEVERABILITY	43
ARTICLE XXX WORK YEAR, WORK WEEK, WORK DAY	44
ARTICLE XXXI HEAD CUSTODIANS.....	47
ARTICLE XXXII ESEA MANDATES.....	48
ARTICLE XXXIII DURATION	49
APPENDIX A SALARY SCHEDULES	50
APPENDIX B JOB DESCRIPTIONS.....	55
APPENDIX C SUBSTANCE ABUSE POLICY	98
APPENDIX D DRIVER AND AIDE HANDBOOK.....	116
APPENDIX E GRIEVANCE REPORT FORM	134
APPENDIX F CONTRIBUTION TO CATASTROPHIC LEAVE BANK	135
APPENDIX G CATASTROPHIC LEAVE BANK	136
APPENDIX H NON-TEACHING EMPLOYEE JOB PERFORMANCE EVALUATION.....	137
APPENDIX I EXPENSE CLAIM.....	138
APPENDIX J TIME SHEET.....	139
APPENDIX K-1 PLACEMENT OF FUSES.....	141

TABLE OF CONTENTS

	<u>Page</u>
APPENDIX K-2	MAXIMUM SAFE STOPPING DISTANCES..... 142
APPENDIX K-3	PROCEDURE FOR BUS EVACUATION DRILL..... 143
APPENDIX K-4	BUS DRIVER'S DAILY INSPECTION FORM..... 144
APPENDIX K-5	REPORTING OF NON-STOPPING VEHICLES FORM..... 145
APPENDIX K-6	SCHOOL BUS CONDUCT FORM..... 146
APPENDIX K-7	LOG SHEET 147
APPENDIX K-8	TRANSPORTATION CARD 148

ARTICLE I
RECOGNITION

- 1.01 The Board of Education of the Wellington School District (hereinafter referred to as the “Board”) recognize the Wellington School Support Staff OEA/NEA Local (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for members of the bargaining unit (hereinafter “employee” or “employees”) which shall consist of all regular full-time and regular part-time non-teaching personnel employed by the Board, by way of illustration only, but not limited to, secretaries, clerical, transportation, maintenance, mechanic, custodial, food service, and educational aides, exclusive of casual and seasonal employees, substitutes, confidential and fiduciary employees as determined by the Superintendent (not to exceed nine (9) positions), individuals under ORC sections 3319.01, 3319.02, 3319.04, 3313.22, and all other employees falling within any of the exceptions listed in ORC Section 4117.01.
- 1.02 Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written contract without challenge as provided for in Ohio Revised Code 4117.
- 1.03 Unless otherwise indicated, use of the term “Employee/Bargaining Unit Member” where used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:
- A. Full Time: A bargaining unit member who is employed at least thirty (30) hours per week.
 - B. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

ARTICLE II
RIGHTS

- 2.01 The Board shall provide space in each school building for a lounge.
- 2.02 The Association shall be granted use of the bulletin board in lounges in the school system.
- 2.03 The Association shall be granted use of school buildings and facilities pursuant to the building use permit procedure.
- 2.04 The President of the Association shall have the opportunity to speak to new employees during the new employee orientation program.
- 2.05 The Association shall be permitted to use mailboxes and the interschool mail system provided that a copy of all distributed material is supplied to the building principal.

- 2.06 The President of the Association shall be provided with the names of newly hired employees within three (3) days of Board approval.
- 2.07 The President of the Association shall be provided with publicly available Board information and documents upon specific request to the Superintendent.
- 2.08 Members of the bargaining unit may use telephones in the school buildings provided that such use does not interfere with assigned duties. Personal long distance calls must be collect, charged to a credit card, or made on personal phones.
- 2.09 The Association through its president or his/her designee shall be allowed to visit the schools. Upon his/her arrival, he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of employees must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration or with the educational program of the school.
- 2.10 The Association president will be notified of all Board meetings in advance and supplied with agenda upon request.
- 2.11 The Board will take no reprisals against members of the bargaining unit for the participation in any of its lawful activities. Neither will the Association take such reprisals against any employee of the Board.
- 2.12 Not later than May 1 and monthly thereafter, the Superintendent shall post a list of known vacancies in bargaining positions for the upcoming school year. Employees who desire consideration for any such vacancy may file a written statement of such desire with the Superintendent within ten (10) days of posting, along with a statement of their qualifications and reasons why they should be assigned to the vacancy. A copy of all postings shall be provided to the President and shall be posted on the Superintendent's bulletin board, the District's website, email and maintenance bulletin board.
- 2.13 All bargaining unit members shall have free admission to all regularly scheduled home athletic events.
- 2.14 The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, disability, age, marital status, political opinions/affiliations, personal life or national origin. The employer shall not discriminate against employees because of membership in the Union or participation in Union activities.

ARTICLE III

NEGOTIATIONS PROCEDURE

- 3.01 Either the Association or The Board of Education may initiate negotiations by letter of submission to the other party no earlier than January 15th in the year the contract expires, outlining their intent to bargain as defined in Chapter 4117, ORC.

- 3.02 Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives and one (1) observer. Classifications not represented at the table shall be allowed to be present and to have input through caucus to ensure representation of all classifications.
- 3.03 If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
- 3.04 The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 ORC. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of fifteen (15) days or until the expiration of the Agreement unless an extension occurs through mutual consent.
- 3.05 The initial proposal and counterproposal to modify the current agreement shall be presented in written form, specifying completely that to which modification is sought.
- 3.06 Negotiations will be conducted no later than noon during the normal work week and the Board of Education's facilities may be used for such purposes. Employees involved in such negotiations during their working hours shall suffer no loss and no reduction in pay.
- 3.07 If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

ARTICLE IV **NO STRIKE CLAUSE**

- 4.01 The Association and all Association members shall not cause, engage in or sanction any illegal strike, slow-down, work stoppage, or disruption of normal school operations related to the content of and for the duration of this Agreement or any extension thereof.
- 4.02 The Association will use all means within its power to end such action and will promptly point out to all participants that they are violating this agreement.
- 4.03 Participants found to be in violation of an unauthorized strike action in accordance to 4117 will be subject to penalties as ordered by the State Employment Relations Board.

ARTICLE V
GRIEVANCE PROCEDURE

5.01 Definition

- A. A “grievance” shall mean a claim by an employee (the “grievant”) that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of the Agreement. In the event that a single violation, misapplication, or misinterpretation of the Agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- B. For the purpose of this Article only, the term “day” shall mean an employee work day, except during the summer vacation when it shall mean any calendar day exclusive of Saturday, Sunday, and legal holidays.
- C. Grievance meetings may be conducted during working hours, if agreed to, and the Board of Education facilities may be used for such purposes.

5.02 Procedure

A. STEP I

Within twenty (20) days of when the grievant became aware or should have become aware of the act giving rise to the grievance, the grievant shall informally discuss the situation with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance.

B. STEP II

If resolution of the problem is not reached at Step I, the grievant may within five (5) days of the Step I meeting file a formal grievance with the member of the administration whose action or inaction created the situation on the designated form in triplicate. Within five (5) days a meeting shall be held to discuss the grievance and the administrator’s written disposition of the grievance shall be given to the grievant within five (5) days.

C. STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she may within five (5) days of the Step II disposition, file the grievance with the Superintendent. Within five (5) days a meeting shall be held to discuss the grievance and the Superintendent’s written disposition of the grievance shall be given to the grievant within five (5) days. If the Superintendent was the administrator rendering the disposition in Step II, then this step will be waived.

D. STEP IV

If the grievant and the Association, with the approval of the executive committee and the grievance committee, are not satisfied with the disposition of the grievance at Step III, the Association may within five (5) days of the Step III disposition give notice of arbitration to the Superintendent. A request shall then be filed with the American Arbitration Association (AAA).

The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitration shall be binding on the Board and its Agents, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine him or herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the employer, the grievant and the Union.

The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing.

5.03 Miscellaneous

- A. The grievant may be accompanied by a representative of the Association at any meeting under this procedure at any step. The Association shall have the right to be present at all steps of the grievance procedure. The Association President will be provided written notification of all grievance meetings.
- B. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Step IV meetings shall be set by the arbitrator after consultation with the parties.
- C. A grievance may be withdrawn in writing at any time without prejudice.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the grievant's personnel file.
- E. There shall be no reprisals against an employee or representative for processing or participation in a grievance.
- F. The Association has the right to file grievances on its own behalf and the exclusive right to process grievances through to arbitration. Grievance forms (see Appendix E) are to be issued only by the WSS President or Grievance Committee Chair.

- G. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- H. Failure of the administration to comply with timelines shall result in the grievance being advanced to the next step.

ARTICLE VI **LEAVE PROVISION**

Each employee is required to use the HR Kiosk to apply for any type of leave. Except in extenuating circumstances, employees will receive a response from immediate supervisors within three (3) days for all leave requests submitted in the HR Kiosk. Employees will submit leave in the Kiosk within three (3) days of returning.

*The Board will insure that computers will be readily available for
HR Kiosk and school email use.

**Employees will be given training on HR Kiosk use.

6.01 Assault Leave

- A. The Board shall grant assault leave to an employee for physical injuries and/or mental injuries from a physical attack occurring within the course of employment and resulting in the employee's inability to perform assigned duties.
- B. The employee will be maintained on full pay status, minus worker's compensation or other disability compensation.
- C. The attending physician must furnish a certificate stating the nature of the disability and reasons that the disability prevents the employee from returning to work. To qualify for compensation for assault leave, the employee or his/her designee must do the following:
 - 1. File a written report with the Superintendent within one (1) day of the assault or as soon as the member is physically capable of submitting said report, stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses.
 - 2. Cooperate with law enforcement officials and the prosecutor investigating the incident resulting in the disability and in preparing and prosecuting any case brought as a result of the incident.

6.02 Association Leave

- A. The Association shall be granted Board paid Association leave for the purpose of carrying out the business of the Association, not to exceed a unit total of six (6) days per school year. The Superintendent shall be notified at least five (5) work days in

advance of Association leave. All Association leave days will be approved by the President of the Association.

- B. Any Association member who is elected or appointed to the governing body of OEA/NEOE/NEA shall be granted leave without pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as outlined in Part A of this policy. Said leave shall not exceed a total of nine (9) days per school year.
- C. The Association president shall be granted one (1) day a month (not to exceed nine [9] days) of release time for the purpose of carrying out the business of the Association.

6.03 Jury Duty Leave

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

6.04 Military Leave

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

6.05 Leaves of Absence (unpaid)

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes.

1. Personal illness
2. Physical or mental disability
3. Maternity/paternity/adoption

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

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

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

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

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Upon return from a leave of absence of a year or less, an employee shall be returned to the same position in his/her classification. Employees returning from leaves longer than one (1) year shall be returned to a same or similar position in his/her classification. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Employee(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

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

The employee(s)' medical insurance coverage shall be in place for twelve (12) weeks consistent with the Federal Family Leave Act. An employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, during FMLA or Worker's Compensation leave, provided the employee pays their share of the premium(s) for said coverage no later than the fifteenth (15th) day of the prior month.

Pursuant to ORC Section 4117.10 (A) this article shall take precedence and supersede ORC Section 3319.13.

6.06 Personal Leave

Each employee will be granted four (4) days of paid personal leave per year.

- A. Personal Leave shall not be used during the first and last five (5) work days of each school year or to extend an employee vacation, except for inordinate circumstances or an emergency approved as such by the Superintendent. An emergency shall be defined as an unexpected situation or sudden occurrence of a serious and urgent nature which required immediate attention.
- B. Written documentation of the personal leave must be properly completed and submitted to the appropriate supervisor or principal at least three (3) days prior to the date of request. In an emergency the personal leave may be approved/disapproved by the Superintendent directly.
- C. Personal Leave shall not be taken to earn money or be employed with another job. Nor shall such leave be used by an employee for financial benefit.
- D. If days are not used by the end of the school year, employee shall be paid for each unused day at the number of hours listed in Article 30.
- E. This Article supersedes Sick Leave and Personal Leave provisions of the Ohio Revised Codes Sections 3319.141 and 3319.142.

- F. For the purpose of illness, immediate family is interpreted to include grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, father, father-in-law, mother, mother-in-law, spouse, stepparents, child, grandchild, stepchild, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

6.07 Professional Leave (Not Chargeable to Sick Leave)

The Board of Education may grant leave without loss of pay to help employees keep abreast of new innovations and techniques in their respective fields, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the Wellington Schools. The Board shall pay expenses consistent with Board Policy incurred by employees who attend the above-mentioned meetings. Such shall be granted contingent upon advance approval of the principal and the Superintendent or his/her delegated representative for the particular purpose of professional improvement to the school system and to the individual participating. The employee shall make a request at least thirty (30) work days in advance on forms approved by the Administration.

6.08 Bereavement Leave

- A. The intent of bereavement leave is to provide employees the ability to make arrangements as well as to provide adequate travel and grieving time for a death in the immediate family.
- B. An employee shall be entitled to up to five (5) days absence with pay for a death in an employee's immediate family.
- C. Immediate family is defined to include the following: spouse, child, father, mother, brother, sister, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, grandparents, grandchild, stepchild, legal guardian, dependent person, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

6.09 Sick Leave

- A. Each employee shall be entitled for each completed month of service to one and one-quarter (1 ¼) days of sick leave per month and maximum of fifteen (15) days per year. Sick leave is awarded in accordance with ORC 3319.141.
- B. An employee who transfers from a public agency or an Ohio public school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to three hundred (300) days for the duration of the contract. Employees presently employed shall have the same maximum accumulation of up to three hundred (300) days for the duration of the contract.
- C. Employees may use sick leave upon notifying his/her supervisor for absence due to illness, injury, exposure to contagious disease and for illness in the employee's immediate family. The immediate family encompasses: grandparents, brother, sister,

brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, father, father-in-law, mother, mother-in-law, spouse, stepparents, child, grandchild, stepchild, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

- D. The administration will require that sick leave of more than five (5) consecutive days be substantiated by a physician's statement confirming that the employee is too ill to work.
- E. All employees are entitled to an advance of five (5) days of sick leave at the beginning of the school year or upon the first date of work after the date of hire.

6.10 Catastrophic Leave

A. Definition and Purpose

Catastrophic Leave Bank ("Bank") shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a major physical or mental illness (i.e. heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities. This shall also include major illnesses of spouse or child who suffer from a major physical or mental illness (i.e. heart attack, stroke, cancer, etc.) or serious accident.

B. Donation to the Bank

1. Each bargaining unit member shall have the option of becoming a member of the Bank by contributing at least one (1) day of his/her accumulated sick leave to the Bank each year, during the month of September. Once a sick leave day has been contributed to the Bank, the member may not withdraw the day. Such contribution shall be made in writing, on the appropriate form (see Appendix F) established by the Catastrophic Leave Bank Committee. The Board Treasurer shall receive a form signed by each individual bargaining unit member granting the Treasurer the authority to deduct a day from his/her sick leave accumulation.
2. The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the Committee awards the day(s). The Bank shall not accrue more than one hundred fifty (150) days in a contract period.
3. In the event the contributions to the sick leave bank would exceed one hundred fifty (150) days in a contracted period, no additional days will be collected for the contracted period.
4. If the Committee determines the days within the Bank are getting close to the allotment of days, the following will be implemented:

If an employee contributed the previous year, they will remain on the list without having to contribute a sick day. However, if the employee is new or did not contribute the year before they will need to donate a day to the bank at the beginning of the year.

5. If at any time the Bank contains less than fifteen (15) sick days, the Catastrophic Leave Bank Committee may choose to open the Bank for contributions. Any employee not contributing days during the annual contribution period or the “re-opened” period shall forfeit his/her membership in the Bank.

C. Donation to the Bank by New Employees

A new employee of the Board must notify the Committee, within fifteen (15) days after initial employment, that he/she will contribute his/her first sick leave day to the Bank in order to become a member. If the new employee transfers sick leave days into the district, upon employment, a day shall be subtracted from the accumulation if the employee chooses to be a member of the Catastrophic Leave Bank.

D. Committee

1. The Committee shall be comprised of three (3) bargaining unit members appointed by the President of the bargaining unit’s union.
2. The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
3. The Committee may award a maximum of fifteen (15) sick days per request to a member who submits his/her initial application if he/she meets the Committee’s qualifications for eligibility. The Committee shall notify the Board Treasurer, in writing, of the number of days a member is to be awarded.

E. Awarding of Days

1. The maximum number of days for usage not to exceed thirty (30) per school year.
2. A member of the Bank may only apply to the Bank for sick leave days after he/she has used all of his/her accumulated sick leave days and personal leave days.
3. A member applying to the Bank for sick leave days shall be required to provide the Committee with medical certification from a licensed physician attesting that the member’s medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperations/recovery time. The Committee, at its discretion, may require a second medical opinion.
4. Elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time), shall not be reasons for the Committee to approve sick leave days under this plan.
5. The Committee will convene within three (3) workdays of receipt of an application (see Appendix G) from a member requesting sick leave days from the Bank. If adequate information and medical certification is provided, the Committee will make its decision within twenty-four (24) hours after reviewing the application.

- 6.11 All forms shall be made a part of this contract and cannot be altered without Association approval. (See Appendices A-K)

ARTICLE VII **DRUG FREE WORKPLACE**

- 7.01 **Prohibition:** No employee of the Wellington Schools while on school premises or as part of any of his/her activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
- 7.02 **Board Policy:** All employees shall receive a copy of the Board adopted resolution regarding a drug free workplace.
- 7.03 **Definitions:** For the purpose of this provision, the following definitions shall apply:
- A. “Drug abuse offenses” shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
 - B. “Workplace” is defined as any area under the control of the School District or at any school-sponsored activity regardless of location.
- 7.04 **Violations:** An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.
- 7.05 **Rehabilitation:** For employees who are determined to be first time offenders, the corrective action shall be a requirement for the employee to complete, under accrued sick leave, an appropriate rehabilitation program provided by the Employer. The employee shall not return to his/her employment assignment and shall waive rights under the discipline article, should the employee fail to comply with the provisions of this section.
- 7.06 **Disciplinary Action:** Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of this contract.
- 7.07 **Reporting:** Any employee convicted under a criminal drug statute of an offense must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.
- 7.08 **Education:** The employer shall provide a drug free awareness and education program for all employees.

ARTICLE VIII **SEXUAL HARASSMENT**

- 8.01 This article does not replace the requirement to report child endangering (ORC 2151.421) and any employee who admits to, pleads guilty, or is convicted of the following: child

endangering acts, or has sexual contact with minor; or any violation under ORC Chapter 2907, shall be exempt from this article and shall waive rights to this article and shall waive rights under the Contract, an employee shall be automatically removed and discharged from employment without recourse to the grievance procedure.

- 8.02 The Board and the Association agree to form a Sexual Harassment Oversight Committee (SHOC) consisting of two (2) administrators and four (4) employees. Training will be provided by the Board to the Sexual Harassment Oversight Committee and to the members of the Wellington Support Staff. The WSS President or his/her designee shall be responsible for coordinating the committee with the WEA.
- 8.03 Anyone who is subjected to sexual harassment should let the offender know immediately and firmly that he/she does not appreciate the behavior, and shall use the following complaint procedure:
- A. The first notice to the offender shall be verbal.
 - B. The second notice to the offender should be in writing and spell out the offending activities and request that such activities stop immediately. A copy of the written notice shall be forwarded to the Sexual Harassment Oversight Committee. The failure to put the notice in writing shall not in any way void further action by the Sexual Harassment Oversight Committee.
- 8.04 If the offender continues to sexually harass the individual, the individual may request an investigation by the Sexual Harassment Oversight Committee.
- 8.05 The Sexual Harassment Oversight Committee shall attempt to begin its investigation within seventy-two (72) hours of notice and determine the validity of the complaint. If the Committee finds grounds for the complaint, they shall forward their findings and recommendation of severity immediately to the Superintendent.
- 8.06 The Superintendent shall administer the following prescribed disciplinary action:
- A. **FIRST OFFENSE** – The employee shall be referred to and satisfactorily complete, under accrued sick leave, a sex offender rehabilitation and intervention program. The employee shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a licensed therapist, and shall waive rights under the Discipline article should the employee fail to comply with the provisions of this section. The employee may be transferred at the discretion of the Superintendent.
 - B. **SECOND OFFENSE** – The employee shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a sex offender rehabilitation and intervention program. The employee shall be placed on unpaid leave or shall use sick leave and shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a licensed therapist who consults with the Superintendent and shall waive rights under the Discipline article should the employee fail to comply with the provisions of this section. The employee may be transferred at the discretion of the Superintendent.

- C. **THIRD OFFENSE** – The Employee shall waive his/her rights under the Negotiated Agreement and shall automatically be removed and discharged from employment without recourse to the grievance procedure.
- 8.07 This article pursuant to ORC 4117.10 shall take precedence over and supersede the provisions of ORC 3319.081.
- 8.08 This article shall be singularly duplicated and distributed to all bargaining unit members and all new employees.

ARTICLE IX **INSURANCE BENEFITS**

9.01 Medical Insurance

- A. The Board shall provide medical insurance for bargaining unit members with the Board paying eighty-five percent (85%) of the premium and the bargaining unit member paying fifteen percent (15%) of the premium. Insurance premiums will be deducted on the basis of twenty-four (24) pays per year. This plan shall be prorated on the basis of the full-time employee. The Board shall provide a 125 plan option for the deferral of the cost of the premium. All bargaining unit members shall have an open enrollment period during the month of December, effective January 1st of the next year.

The Board shall contribute five hundred dollars (\$500) into a Flexible Spending Account (FSA) each year for each employee. Employees shall be allowed to contribute to the FSA as well.

- B. Any pre-existing condition waiting period will not be applicable to conditions related to pregnancy, newborns, or for an adopted child under the age of eighteen (18) or a child placed for adoption under the age of eighteen (18).
- C. Participants who have been declined coverage may later enroll into the plan of the Board like a new employee, if any of the following criteria apply: (a) there has been a marriage or divorce; (b) there has been a birth, adoption, or placement for adoption of a child; (c) there has been the death of a spouse or a child; (d) there has been a change in the spouse's employment status; (e) there has been a change in the employee's employment status; (f) there has been a change in the dependent's eligibility; (g) there has been an unpaid leave of absence taken by the employee or the spouse; and (h) there has been a loss of other health insurance.
- D. The WSS and Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal Law.
- E. COBRA coverage shall be extended, as required by federal law.
- F. The Board's plan will accept certificates of coverage from new employees and apply the creditable coverage to the pre-existing condition clause. The pre-existing

condition waiting period will be reduced by the number of days of creditable coverage provided by the employee for new participants who were fully covered under another plan within sixty-three (63) days before enrollment in this plan.

G. The Board's plan hereby incorporates the terms and conditions of the Newborns' and Mothers' Health Protection Act and court issued child support orders. The plan will cover children who have been placed for adoption with a covered person.

H. Prescription drugs: See Plan Schedule.

9.02 Dental Insurance

The Board shall provide dental insurance for bargaining unit members with the maximum premium paid by the Board during the term of this Agreement being eighty-five percent (85%) of premium per month for individual coverage or for family coverage. For regular employees who work less than six (6) hours per day, the Board's contribution shall be reduced proportionately with the numerator being the number of hours worked per day and the denominator being six (6). If an employee elects to have dental insurance coverage, the employee shall pay the difference on the premium through payroll deduction. See exclusion in 9.07.

9.03 Life Insurance

The Board shall provide a group life insurance plan of term insurance for authorized personnel within the job classifications as delineated by Article I of this Agreement. Effective November 1, 2010, the extent of coverage shall be:

<u>REGULAR HOURS WORKED PER WEEK</u>	<u>AMOUNT OF INSURANCE</u>
25 or more hours	\$40,000
10 – 24.99 hours	\$30,000
Less than 9.99 hours per week	-0-

9.04 Liability Insurance

Liability Insurance shall be provided for employees at no cost which minimally complies with the provisions of the Ohio Sovereign Immunity Law.

9.05 Optical Insurance

- A. Coverage – The Board shall provide an Optical Insurance program.
- B. Payment – The Board shall pay up to \$3.00 per month for single coverage and \$6.00 per month for family coverage. The remainder shall be deducted from the employee's regular pay through payroll deduction, on the 24-pay basis.
- C. Prior to implementation, the Superintendent and WSS President shall meet and review the proposed optical plan, at the request of either party.

D. See exclusion in 9.07.

9.06 The Association agrees to modify the insurance benefits to match the plan outlined in the insurance schedule below with equal or enhanced coverage in the benefits as of the date of the ratification of this Negotiated Agreement.

Insurance Schedule

See Plan 1 schedules on following pages.

9.07 New hires after the date of the ratification of this Negotiated Agreement who work less than four (4) hours per day shall not be entitled to health insurance, dental insurance, optical insurance and prescription insurance. All full time and part time bargaining unit members hired prior to the ratification of this contract shall be entitled to insurance as outlined in this Article.

9.08 Insurance and Wellness Committee

A. Insurance Committee to be established with classified employees and Administration/Board.

B. Co-chairs will be represented by one designee from each of the three (3) groups.

C. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the WEA and two (2) representatives of the WSS, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential savings to the insurance benefit package and established wellness practices. No changes shall occur in the negotiated insurance benefit package unless agreed to by consensus of the committee's representatives and recommended and ratified by the majority of the members of the WEA, WSS and the Board of Education, respectively.

D. The Board agrees to provide the Association and/or Insurance and Wellness Committee with all the necessary information concerning costs/benefits of existing/potential health insurance options, as well as any other data as requested necessary for making an informed decision.

9.09 A representative from the Wellington Support Staff will be notified in advance of LERC meetings and permitted to attend with professional leave.

ARTICLE X
LIABILITY PROTECTION

10.01 The Wellington School Support Staff and the Wellington Board of Education in an effort to deal with liabilities placed on the Board of Education by ORC 2744 (Sovereign Immunity – Amended Substitute House Bill 176) agree to the following stipulations:

- A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Wellington Board of Education.
- B. The Wellington Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.
- C. The Board of Education further agrees not to enter into any consent judgment or settlement of claim unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
- D. The Board of Education further agrees that, should there be any claim or liability or damages against any member of the bargaining unit pursuant to ORC 2744, that said employee, shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
- E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
- F. The Board further agrees that none of the material, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file, and further, that no records of relevancy to any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.
- G. The Board further agrees that there will be no media release regarding any liability suit which involved the alleged act or omission of a member of the bargaining unit

and that any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.

- H. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability.

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

- I. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving and/or all claims of liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.
- J. The Wellington Support Staff will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.
- K. The Wellington Support Staff agrees to allow the Wellington Board of Education to purchase liability coverage. The Association and the Board further agree that if it becomes necessary for the Board to change carriers, the Board shall notify the Association and provide a copy of all new policies to the Association.

ARTICLE XI **EXTRA BUS TRIPS**

- 11.01 Pay for extra bus trips shall be the 0 Step of the bus driver's pay scale for the preceding school year for all trips over two (2) hours. (See Appendix A)
- 11.02 When a driver shows up for a scheduled trip to find that it has been cancelled and the driver was not notified, the driver shall be compensated for one (1) hour of service.
- 11.03 No driver shall lose any portion of his/her regular pay if he/she is unable to make his/her regular bus run because of an extra bus trip.
- 11.04 The Transportation Coordinator shall assign all extra bus trips, subject to and consistent with the following provisions. Extra trips are those requiring a trip slip, for transportation of pupil groups such as athletic teams, band, choir, and class field trips.
 - A. List #1: To be used when drivers sit down with Supervisor/Administrator to pick trips for the month.
 - 1. All trip slips for the next month should be in by the 3rd Monday of the current month.

2. The meeting will be held on the Thursday after the 3rd Monday of each month to pick trips. During months when a holiday or school break occurs, the meeting will be held the last day prior to the holiday or break.
 3. If a driver is on a trip the day of the meeting, the driver may preselect trips in priority order and provide those selections to the Supervisor before the meeting and those selections will be made during the rotation.
 4. The senior driver will have first choice at the beginning of each month (no continual rotation).
- B. List #2 (Hot List): To be used for any trip that comes in after trips on List #1 have been assigned.
1. The most senior driver has the first choice at the beginning of the school year. If more than one trip comes in at a time, the person next on the rotation has the first choice.
 2. Trips that come in should be assigned as soon as they come in.
 3. The midday route will be filled from the Hot List. Each day of consecutive multiple days will count as separate days allowing multiple drivers to benefit from extra hours.
 4. If a substitute is scheduled for a trip that is cancelled then rescheduled, the trip will first be offered to regular drivers using the Hot List.
 5. If a driver's name comes up on the rotation and said driver already has a trip scheduled, and the trip does not conflict with the original trip, the driver may take the second trip, as well. If the trip is a conflict, the driver will be skipped but a note will be put next to the driver's name regarding the original trip.
 6. The Hot List needs to show if a driver has been asked to take a trip. A "no" needs to be posted until a "yes" is received.
 7. The Hot List needs to be kept updated and visible at all times.
- C. If a trip from List #1 is cancelled and not rescheduled, the assigned driver can take a trip already assigned to a substitute.
- D. If a trip is forfeited voluntarily, the driver is out of the trip, just as if it were cancelled.
- E. In the case of multiple drivers going to the same event, i.e. Cedar Point, busses will be loaded in the order of the driver's seniority.
- F. Trip rescheduled: Drivers holding trip tickets to the same original event, i.e. football, will automatically take the rescheduled trip. If fewer drivers are needed, the senior driver will be assigned the rescheduled trip.

- G. All extra-curricular or co-curricular field trips, sports trips, or other special trips involving students of the Wellington Exempted Village School District shall be offered to the School District Transportation Services if the trip is within a one hundred twenty-five (125) mile radius of McCormick Middle School.
- H. All extra-curricular or co-curricular field trips, sports trips, or other special trips involving students of the Wellington Exempted Village School District that exceed one hundred twenty-five (125) miles may request service from the Transportation Department or may use commercial transportation unless Section K applies. The decision to use school or commercial transportation shall be made according to Board Policy.
- I. In the event that the Transportation Service is unable to provide service for a trip that falls within the one hundred twenty-five (125) mile radius, the sponsor is to be notified in a timely manner. The trip sponsor may seek alternative means of transportation, including the use of commercial transportation unless Section K applies.
- J. The district is permitted to work out cooperative arrangements with other districts for Vo-Ag trips and special trips which have a common purpose/destination. The number of trips shall be seven (7) each year. Our bus drivers would be placed in a rotation for sharing the trips.
- K. Should the Board of Education purchase school vans, such vans shall be driven by bus drivers for regular trips (AM, Noon, PM, Special Trips). Teachers may drive up to four (4) students in their cars with the approval of their principal for special events (e.g. Ag., NHS, etc.) and according to Board Policy.

11.05 The JVS Shuttle Route driver will be compensated an additional one (1) hour of regular pay per day.

11.06 All midday and JVS routes shall be bid annually.

ARTICLE XII **CALAMITY DAYS**

12.01 For purposes of this article, "calamity day" means a day on which the Wellington Schools are closed on account of inclement weather or other Acts of God.

12.02 The Administration has the authority to ensure that all properties are protected and that buildings are prepared for school reopening at the end of the calamity.

12.03 The Superintendent or his/her designee may require office workers to work on calamity days to meet high priority deadlines including, without limitation, board agendas, payroll, etc.

12.04 Bargaining unit members who are required by the Superintendent, Principal or Department Head to perform services on calamity days shall be paid their days wages

plus one and one-half (1 ½) times their normal hourly rate for those hours worked during the normal work day.

- 12.05 Any twelve (12) month employees who are called out on a calamity day shall be paid their days wages plus (+) one and one-half (1 ½) times their normal hourly rate of pay. Pursuant to state law this benefit shall be provided for five (5) days a year and no one may be required to work any additional days.

ARTICLE XIII
**COMPENSATION – SEVERANCE PAY, PAYROLL DEDUCTION,
DIRECT DEPOSIT, VACATIONS, SALARY**

13.01 Severance Pay

- A. Each employee of the Wellington School District will receive the following severance at the time of their retirement or death to be paid thirty percent (30%) of the value of accrued but unused sick leave credit not to exceed three hundred (300) days payable over a two-year period. The bargaining unit member shall be paid within thirty (30) days of retirement upon submission of SERS pay stub to the Treasurer.
- B. Such payment will be based on the employee's daily rate of pay at the time of retirement/death exclusive of supplemental salary or overtime.
- C. Severance pay shall be payable as a death benefit governed by the provisions of 13.01A. In the event that payment hereunder is paid because of the death of an employee, payment shall be made to the estate of the employee.

13.02 Payroll Deduction

- A. The employee may elect to have the following deductions:
- Union dues, tax shelter payments or premiums, United Way contributions, Credit Union, School Endowment, taxes, Roth IRA's, annuities and such others as may be agreed to in this Agreement or from time to time.
- B. NEA/OEA/NEOEA/WSS dues shall be deducted in twenty (20) approximately equal installments or as otherwise agreed to.
- C. Union dues deductions shall be transmitted to the Association Treasurer no later than the payroll date for which it is deducted. Each transmittal of monies shall be accompanied with a list of the name of each employee for whom the deduction was made and the amount deducted from each employee's pay.
- D. The Association will hold the Board and its members safe and harmless and will indemnify it and its members against any loss it or its members may sustain under this Article or any findings for wrongful disbursements by state or federal agency. This shall not preclude correction of computational errors.

- E. If an adjustment in pay over two hundred dollars (\$200) is required due to clerical or other error, the adjustment in pay may be spread over three (3) pays at the request of the employee.

13.03 Paychecks – Direct Deposit

- A. The Board shall provide the employee with a twenty-six (26) equal pay plan.
- B. All employees shall be mandated to participate in the direct deposit plan.
- C. Where twenty-seven (27) pay periods fall within a fiscal year, the Treasurer, in the year prior to the twenty-seven (27) pay periods, shall pay employees once with three (3) weeks between pays in August or September.
- D. All pay stubs will be made available to all employees through email and HR Kiosk.

13.04 Holidays

- A. The Board provides the following holidays for nine (9) month employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The Board provides the following holidays to ten (10) month employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

The Board provides the following holidays to twelve (12) month employees: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

- B. Compensation for holidays is included in employee salaries. Employees are not entitled to additional pay for holidays unless the Board requires them to work on those days.
- C. Whenever holidays fall on a Saturday, the previous Friday shall be observed as the holiday for work schedules. Holidays falling on Sunday will be observed on the following Monday.

13.05 Vacations

- A. Eligibility: No vacation with pay shall be allowed to any school employee whose term and days of service are the same as those of teachers; to any school employee whose annual term of service is less than fifty-two (52) weeks; or to any emergency or seasonal employee on an hourly, daily, weekly, or monthly rate of compensation.
- B. Amount: Each twelve (12) month employee, after service of one (1) year, shall have earned and will be due upon the attainment of the first year of employment,

and annually thereafter two (2) weeks of vacation leave with full pay. A full-time employee with ten (10) or more years of service credit shall earn and is entitled to three (3) weeks vacation leave with full pay. A full-time employee with fifteen (15) or more years of service credit shall have earned and is entitled to four (4) weeks vacation leave with full pay. A full-time employee with twenty (20) or more years of service credit shall earn and is entitled to five (5) weeks vacation leave with full pay.

- C. Holidays and Calamity Days: In case a holiday on which the schools and offices of the Board of Education are closed should occur during the vacation of any employee, the said holiday shall not be counted as a part of the vacation allowance of said employee.
- D. Use: Accumulated vacation time beyond one (1) year may be allowed if application is made to and approved by the Superintendent of Schools prior to accumulating time beyond the one (1) year period recognized.

Employee vacation time will normally be scheduled prior to July 1 for the ensuing school year and the Superintendent may establish July 1 as the clearance date for those persons eligible for vacation who have been employed for less than one (1) year.

- E. Time of Vacation: The Superintendent shall approve all vacation schedules based on the date of application and shall disapprove such vacation schedules as would work a hardship on the schools. Vacation time will not be allowed during the first three (3) student days of the school year or the final three (3) student days of the school year.
- F. Terminal Vacation: Any employee entitled to an annual vacation who voluntarily terminates his or her employment with the Board of Education, or who enters upon an officially approved leave of absence extending beyond the June 30 next ensuing, and who would be entitled to a regular vacation at the next vacation period, or who has unused days of absence due him by reason of service during the preceding year, may apply for terminal vacation pay instead of vacation time and such pay shall be at the employee's daily rate of pay.
- G. Any employee who ends the year with unused vacation days shall make application to the Superintendent to exercise the option of carrying vacations over to the next school year or being paid the full value of unused days. If carrying over vacation days to the next school year, the employee shall be limited to a maximum of twenty (20) days; and if the employee is cashing in vacation days, the employee shall be limited to a maximum of payment for five (5) days.
- H. At retirement an employee may receive additional severance pay for accumulated unused vacation days up to a maximum of twenty (20) days to be paid in the same way as stipulated in Article 13.01B.

13.06 Salary

Compensation will be paid in accordance with the attached salary schedules and the following:

2013-2014 – 2%

2014-2015 – 2%

2015-2016 – 2%.

(See Appendix A).

13.07 Training

A. The Board will pay for the full cost of any approved training related to the employee's work.

1. The course shall be completed while employed by the Board.
2. If college courses are approved, the employee shall complete an expense claim form along with a valid transcript of the credit no later than six (6) months after the end of the course period. Reimbursement will be made no later than thirty (30) days after the expense claim form is submitted.
3. Pursuant to the Internal Revenue Code and tax regulations, tuition reimbursement shall be reported on an employee's W-2 Form and treated as income, if required.
4. The Board and the Association agree that a receipt, cancelled check, credit card statement, or a paid invoice for the coursework is to be attached to the expense claim form. Reimbursement shall be only for passing grades.
5. Exceptions to conditions of this section shall have prior written approval of the Superintendent.

13.08 Retirement Pick-Out And Sheltering

A. The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked out" by the Board as contemplated by the Internal Revenue Service Rulings 77-264 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked out" by the Board. The amount designated as "picked out" by the Board shall be included in computing final average salary, provided no employee's total salary is increased by such "pick out", nor is the Board's total contribution to the School Employees Retirement System increased thereby. Effective January 1, 2011.

ARTICLE XIV
SENIORITY

14.01 Seniority shall be defined as the length of service according to classification as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission.

As specifically used in this Agreement, Seniority as hereafter defined shall be applied:

1. Bargaining unit seniority shall be defined as the length of continuous service by an employee in all classifications of the bargaining unit and shall begin from the bargaining unit's first working day in a bargaining unit classification.
2. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the following:
 - i. Hire Date
 - ii. First Day Worked
 - iii. Application Date/Time Stamp.
3. Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in the provisions of this Article, and such leave shall not constitute a break in service. However, the employee shall receive no seniority credit while on unpaid leave or layoff.

14.02 Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

14.03 For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments and shall be considered full-time employees:

- | | | |
|---------------|--------------|----------------|
| A. Aide | D. Cleaner | G. Maintenance |
| B. Bus Driver | E. Custodian | H. Monitor |
| C. Cafeteria | F. Latchkey | I. Secretary |

14.04 The Employer shall prepare, maintain and post the seniority list, conspicuously in all buildings of the district by October 30th of each school year. The employer shall also distribute electronically to the president and all members, the seniority list indicating by classification, the first day worked, and the date of employer resolution to hire. Said list shall be provided to the Association president on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within the district, with the name of the most senior employee appearing at the top of the listing

and the name of the least senior employee appearing at the bottom of the listing. The list shall include their current classification and all other classifications previously held.

Each employee shall have a period of twenty (20) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

- 14.05 Seniority shall be lost by a bargaining unit member upon severance of employment relationship, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XV

VACANCIES, TRANSFERS, PROMOTION AND SENIORITY

- 15.01 A. A vacancy shall be defined as a new bargaining unit position created by the Board of Education or one in which the Board of Education has determined will be open for ninety (90) work days or longer as a result of promotion, resignation, termination, non-renewal, death and/or retirement, and/or a employee assuming a non-bargaining unit position.
- B. When a vacancy occurs, it shall be posted on bulletin boards of each building, email, and the district website for a period of seven (7) working days. Any employee may request the vacant position in writing. In selecting the replacement employee, the Board shall apply the following formula:
1. Horizontal moves (within the same classification) will be based strictly on seniority. The Board reserves the right to test an employee from a different classification or outside applicant at any time to determine whether he or she is qualified for the position. If there are no qualified bargaining unit members, the Board retains the right to appoint from other applicants.

Any test used to determine qualifications will be developed by a joint committee consisting of three (3) administrators and three (3) bargaining unit members, one (1) of whom will be a member of the relevant classification. Any such test will be consistent with the essential job functions of the position.

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

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial. The Board will not be arbitrary or capricious in filling the position. Any applicant

who passed the test will not be required to take the test for twelve (12) months from the date of originally taking the test.

No vacant position shall be filled using any other method than that stated in this contract. The vacancy shall be permanently filled not later than thirty (30) calendar days after the posting of the vacancy notice.

2. The seniority shall be determined by the employee's first day of work in the bargaining unit.
 3. The individual who changes jobs to another classification within the Wellington School System will have the right, within forty-five (45) days, to return to his/her previous position at the same status and salary as before.
 4. If, after twenty (20) days, an employee is having problems with the new position, a meeting with the employee and his/her representative, Supervisor and Superintendent/Designee will be set up to determine what the problems are and what the employee has to do to eliminate the problems.
 5. If problems are still occurring after thirty (30) additional days, the employee will be returned to his/her original position.
 6. The Association President will be informed of vacancies that occur during the summer months, and a copy will be posted on the district website, email and bulletin boards in each building.
 7. If an employee is not selected through the above procedure, the Board may fill the position with a newly hired employee.
 8. Vacant positions not filled within ten (10) working days of the close of the posting shall be filled with a substitute but not for more than twenty (20) working days.
- C. All vacancies shall be posted in a conspicuous place in each building of the district and on the district website, email and all bulletin boards for a period of seven (7) work days. Said posting shall contain the following information:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Expected hours of work
 6. Classification
 7. Minimum requirements and essential job skills
- D. The provisions of ORC 3319.081 shall not apply. An employee shall be granted "tenure" after an employee has successfully served a probationary period of twelve (12) working months from the employee's first day of work. A probationary employee may be removed without cause and shall not be entitled to an appeal under the grievance procedure. During the probationary period the employee shall

not have an expectancy of continued employment and may be removed for any reason.

- 15.02 If after a job has been posted and no member of the bargaining unit bids on the job, and there still is a need to fill the position from within, they may do so under the following limits:
- A. Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to transfers.
 - B. The parties agree that involuntary transfers of bargaining unit members are to be reasonable and not arbitrary or capricious and not for disciplinary reasons. Any employee involuntarily transferred shall be given written reason(s) for such transfer.
 - C. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid at the corresponding salary step of the pay scale of the bargaining unit member being temporarily replaced. A bargaining unit member's pay rate shall not in any case be reduced as the result of any temporary change in duties.
- 15.03 The Board agrees to replace bargaining unit members during the regular school year, when they are absent, if substitute personnel are available. Before assigning a substitute, members of the bargaining unit regularly assigned to the building in the specific classification will be offered the opportunity to work in the absent position. For the purposes of this section only, the cleaners and the custodians will be considered in the same classification for substitute purposes. If no one in the classification agrees to substitute, a substitute will be obtained. Part-time employees are eligible to sub for full-time employees in the same classification, as long as it does not put the employee in overtime status. Substitute hours do not count towards hours worked for insurance purposes.
- 15.04 No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.

ARTICLE XVI
**EMPLOYEE DISCIPLINE, NON-RENEWAL, DISCHARGE,
TERMINATION**

16.01 General Disciplinary Procedures

- A. Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.
- B. Disciplinary action against an employee shall be imposed for violation of written rules, policies and regulations, OSHA violations, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment

of the public, neglect of duty, job performance deficiencies, any acts of misfeasance, malfeasance, or nonfeasance and unacceptable employee conduct, standards or practice.

- C. A written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice.
- D. The Board of Education agrees and understands that each employee shall have the opportunity to be accompanied and/or represented by a representative of their choice at any reprimand meeting. The meeting may be with the principal, immediate supervisor, Superintendent or his/her designee. Such employee may request of his/her principal, immediate supervisor or Superintendent that he/she be accompanied by a member of the Association.
- E. The Board of Education agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students.

16.02 Guidelines

The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies and/or unacceptable employee conduct, standards or practices.

These are only guidelines and, depending upon the severity of the offense-violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

Step 1 – Warning

Written and/or oral notification to the immediate supervisor's file with a copy to the employee and the personnel file.

Step 2 – Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 – Suspension

Penalty of up to one (1) to three (3) days suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file and the employee.

Step 4 – Five (5) Day Suspension

Penalty of up to five (5) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and to the employee.

Step 5 – Termination

Written copy to the immediate supervisor, personnel file, Board of Education and to employee.

16.03 Due Process Procedure

Before an employee may be suspended without pay, non-renewed, terminated or transferred, or reduced for disciplinary reasons, the following procedure shall be followed:

- A. The employee shall have the right to a preliminary meeting to be conducted by the Superintendent or his/her designee. This preliminary meeting shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall not have less than two (2) days notice of the time and place of the preliminary meeting. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such meeting.
- B. At the preliminary meeting, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.
- C. Following the meeting, the Superintendent or his/her designee may conduct a further investigation concerning the matters which may have been raised during the meeting or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.
- D. Following the preliminary meeting in any case wherein the Superintendent or his/her designee imposes a suspension of more than three (3) working days, or recommends termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or recommendation of non-renewal or termination, which order shall state the reasons therefore.
- E. All discipline shall be appealable through the grievance procedure through expedited arbitration.
- F. Any notices, copies of order or recommendations required by this Article to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent with leave when service is attempted, then such service shall be by ordinary mail sent to the employee's last address shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.
- G. The provisions of this Article do not apply to the removal of an employee during his/her probationary period.

16.04 The Board of Education shall have the authority to dock the pay of any employee for misuse, abuse and misrepresentation of any leave provision and/or failure to report timely for work.

16.05 Bus drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlined in ORC 3327.10(D)(1). Whenever a bus driver is convicted of a

traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the district until he/she has filed such notice.

Failure to report such violation will result in appropriate discipline. The failure of a bus driver to maintain a valid CDL will result in automatic removal of employee from employment with the School District.

- 16.06 Pursuant to ORC Section 4117.10, this Article shall take precedence over and supersede the provisions of ORC Section 3319.081.

ARTICLE XVII
LAYOFFS

- 17.01 If for any reason the Board determines to reduce the number of bargaining unit positions, the Board shall notify the Association President in writing, not less than thirty (30) calendar days prior to the date the reduction is to be implemented. The notification shall include the reason(s) for the reduction; the position(s) to be reduced, eliminated or not filled; the date of Board action to implement the reduction and effective date of the reduction. The Board may make such reductions within the following job classifications and positions.

After sending the aforesaid notice, the Superintendent shall enter into discussions, but not negotiations, with the Association regarding the need for, manner of implementation, and impact of, and other aspects of the contemplated RIF.

Any bargaining unit member who is to be RIF'd will be so notified in writing at least ten (10) calendar days before the Board is scheduled to take action to approve the RIF. Such notice will include the proposed effective date of the reduction and the reasons for the proposed action.

Job Classification

Job Position

Aide

Educational
Library Technician
Special Needs Bus
Special Education
Paraprofessional
Study Hall Monitor
Alternate Learning Classroom (ALC)

Bus Driver

Bus Driver
Transportation Coordinator

Cafeteria

Head Cook
Cafeteria Helper
Cafeteria Cashier

Cleaner

<u>Job Classification</u>	<u>Job Position</u>
Custodian	Head Custodian Custodian w/ boiler license Custodian w/o boiler license
Latchkey	Latchkey Assistant
Maintenance	Maintenance Worker Building and Grounds Keeper Floating Employee
Monitor	Cafeteria Crossing Guard Playground Shuttle
Secretary	

The following for layoffs shall apply:

A. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or where limited contracts are not renewed.

B. Layoff

Reduction not achieved by attrition shall be accomplished first by laying off probationary employees within the job classification or position affected and second, if necessary, by laying off the least senior employees within the job classification affected who are employed under continuing contracts. Layoff shall be by bargaining unit seniority within each job classification affected. For purposes of this Article, an authorized leave of absence does not constitute a service break but does not result in additional system wide seniority.

C. Bumping

If more than one job position exists within a job classification, a laid-off employee with the highest seniority shall have the right to bump the least senior employee with the equivalent or more hours and days within that classification provided the employee meets any state-mandated qualifications. Bumping will automatically place the employee on his present wage step in the new position. An employee who can displace (bump) a less senior employee with the same or more hours than currently held must make that decision within thirty (30) days or the end of the current school year, whichever occurs first.

Employees who are laid off or displaced (bumped) from their position and cannot bump anyone less senior within one classification have the right to displace (bump)

an employee who normally works the same number of hours or more from a different job classification, provided the employee has previously held a position within that classification and meets the mandated qualifications, essential and non-essential job functions as per the job description. If an employee can displace (bump) a less senior employee that has less hours than the current position held, regardless of job classification, the employee will retain recall rights for twenty-four (24) months should a job in the employee's original classification become open, provided the employee holds the highest seniority on the recall list.

If an employee cannot bump the least senior employee from a position having equivalent hours following the sequence as set forth above, the employee may bump the least senior employee in accordance with the sequence set forth above without regard for the hours. If the employee would suffer such a reduction, the employee may elect to be laid off.

An employee working dual contracts within the same classification shall have the right to bump if one or both positions are reduced, provided that the employee holds higher seniority within the affected classification. The least senior employee within the affected classification shall then be the laid off employee.

D. Recall

Employees shall retain recall rights for two (2) years from the date of layoff unless the RIF'd employee was a probationary employee in which case the time on the recall list shall be twelve (12) months. Employees shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on Board records. The recall notice shall state the time, date and place at which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays and holidays to report to work. Failure to report within the required time shall terminate any recall rights.

An employee may be recalled to a different classification if he/she has previously worked in the classification or is deemed qualified for the position per the testing procedure outlined in 15.01 B. 1. If an employee is recalled or restored to a different classification during the recall period, that employee shall have the first recall/restoration right back to his/her classification when the opening occurs.

E. Prohibition

Removal for performance reasons and/or the suspension or termination of a contract for reasons found in ORC 3319.081 shall not be a method of layoff.

F. The Wellington Exempted Village Board of Education shall not privatize Transportation, Custodial-Maintenance, Cafeteria, and Secretarial Services.

G. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a qualified employee on layoff status.

ARTICLE XVIII
JOB DESCRIPTION

18.01 Job Description

- A. For each classification, individual job descriptions in effect shall be available to all current bargaining unit members and distributed to all new bargaining unit members when hired by the District. The descriptions (See Appendix B) will include at a minimum:
 - 1. Job Title and Description;
 - 2. Minimum requirements;
 - 3. A specific statement of required tasks and responsibilities.
- B. Revisions of job descriptions may be made upon a majority approval of a Job Description Committee, three (3) members of which shall be appointed by each the President of the Association and the Superintendent. The Committee will meet four (4) times a year, if necessary, during the months of September, January, March and May for a maximum of eight (8) total hours per year. The parties may meet at other times of the year, if mutually agreeable. Any changes or revisions shall become effective upon agreement of a majority of the members of the committee.
- C. Each job description shall identify to whom the employee is administratively responsible.
- D. Each job description shall identify the basis for determination of consistent compensation.
- E. Job descriptions shall be considered in the evaluation of members of the bargaining unit.
- F. All job descriptions for newly-created positions shall be bargained with the Association.
- G. Addition to each job description under Non-Essential Job Functions: Performs other duties as reasonably related to the position.

ARTICLE XIX
PERSONNEL FILES

- 19.01 The Board of Education and Administration agree that there shall be one (1) personnel file for purposes of any action involving the employee and all employees shall have access and the right to a copy at no cost of any document contained therein.
- 19.02 Employees will be notified by copy, whenever material is placed in their personnel file. No anonymous document shall be placed in the file or become a matter of record.

- 19.03 The personnel file shall only contain items relating to work performance, discipline, and routine financial or personnel data. All entries relating to work performance and discipline are to be signed and dated by the employee.
- 19.04 If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request that the Administration investigate the current status of the information within a reasonable time of receiving the request. The Administration must make a reasonable investigation to determine if the disputed information applies with the provision of law.
- 19.05 Said employee shall have the right to add rebuttal to any derogatory material placed in the file. If dissatisfied with the results of the administration's investigation, the employee may challenge the accuracy or appropriateness of any materials through the grievance procedure.
- 19.06 All disciplinary documents and materials shall be expunged from the file four (4) years from the date of filing provided the bargaining unit member has not been guilty of the same infraction within the four (4) year time period upon written request of employee.
- 19.07 The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.
- 19.08 An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. The employee may review his/her file during this time and shall be given the opportunity to be present when his/her file is viewed.

ARTICLE XX **EVALUATION**

20.01 Purpose

- A. To assess an employee's job performance.
 - B. To help the employee to achieve greater effectiveness in performance of the job assignment.
 - C. To constitute the basis for personnel decisions including transfers, reassignments, continuing contract status, or contract non-renewal or termination.
 - D. Every employee, full or part-time, will be given one (1) formal evaluation per contract year.
- 20.02 Observations and evaluations may be conducted for all employees at the discretion of the administration.

20.03 Evaluations will be conducted as follows:

- A. By members of the administrative staff under the direction of the Superintendent;
- B. Reported on a form (See Appendix H) approved by the Board;
- C. New employees will be counseled on the evaluation form, and the evaluation procedure prior to the formal evaluation, or during the orientation day as part of the agenda;
- D. Each formal evaluation, as described in A, above, will be followed within a week by a conference between evaluator and the employee to discuss the results of the evaluation;
- E. The employee shall sign and date the evaluation and retain one (1) copy. The signature does not necessarily indicate agreement with the evaluation, only that he or she read it;
- F. The employee may submit a rebuttal to the evaluation and have it attached to the evaluation form.

20.04 A bargaining unit member shall be evaluated by only (1) one supervisor; said supervisor will be designated by the employer by September 30th each year with written notification provided to each bargaining unit member.

ARTICLE XXI

EMPLOYEE MANAGEMENT FORUM

- 21.01 A. The Association President and no more than three (3) other representatives of the Association appointed by the Association President shall serve on an Advisory Council to meet with the Superintendent and three (3) administrative representatives appointed by the Superintendent. The Council shall meet monthly at a mutually agreed time and place (October through April). Additional meetings may be scheduled as deemed necessary by the members of the Council.
- B. The purpose of the Council will be to review and discuss current concerns and problems. This Council shall not make changes in Board policy nor will it consider subjects which are mandatory subjects of bargaining according to the contract or ORC 4117.
- C. The agenda will be developed jointly by the Association President and the Superintendent, and one (1) member of the committee shall be responsible to make a record of any decisions reached by the Council. Copies of this record shall be provided to both the Superintendent and the Association President prior to the next meeting.

ARTICLE XXII
WORKING CONDITIONS

- 22.01 The Board of Education agrees to make every effort:
- A. To comply with OSHA standards;
 - B. To provide training on all equipment;
 - C. To establish with the WSS a Safety Committee.
- 22.02 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.
- 22.03 A bargaining unit member shall be evaluated by only one (1) supervisor, said supervisor to be designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member.
- 22.04 In the absence of a principal, or designee, bargaining unit members shall not be held accountable or made responsible for the supervision of the building.
- 22.05 The employer shall provide without cost to the bargaining unit member the following:
- A. Approved first aid kits and safety materials in all work areas. Playground monitors and Crossing Guards shall be entitled to walkie-talkies and safety vests.

Current first aid kits will be checked, updated and replaced by August 30, 2013. Thereafter, first aid kits and safety materials in all work areas will be checked on an annual basis.
 - B. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices.
 - C. Reimbursement for the cost of licenses/certificates or the renewal of licenses required for the bargaining unit member to perform his/her job or position.
 - D. A bargaining unit member shall not be asked or expected to perform duties which are prohibited by law.
 - E. Pursuant to the Fair Labor Standards Act, bargaining unit members shall be required to document start and end times through use of a time clock system/software. Administration will meet with Association representatives to provide input as to the details of the use.
 - F. The Board of Education shall provide shirts to employees in the classifications of Cleaning, Maintenance, Custodian, and Building and Grounds.

The Board shall provide to each Transportation and Crossing Guard employee, a school purchased jacket. The cost per jacket shall not exceed seventy-five dollars (\$75) for the duration of the contract. Jackets shall be provided, if necessary, every three (3) years beginning August 15, 2001. Any new transportation employee who leaves the School District within the first two (2) years of receipt of a jacket shall reimburse one-half (1/2) the cost of the jacket through payroll deduction in the employee's final pay. In the classification of Cafeteria, Cleaner, Custodian, Maintenance and Building and Grounds, the Board will agree to purchase a maximum of five (5) polo type shirts every other year for each employee. Cafeteria employees will wear black, Khaki or white slacks or walking shorts (must be knee length). The Board agrees to reimburse the cafeteria employees each year for the cost of slacks, shorts and shoes up to a maximum of seventy-five dollars (\$75) per year. Receipts will be turned in for reimbursement by December 31st and/or May 15th.

Employees receiving uniforms under this Article shall be responsible for wearing said uniform only while working. All other employees are expected to dress according to the professional standard of the classification and individual exceptions may be made for specific work situations. Employees may participate in any special dress days recognized in their building.

22.06 All work rules presently in effect and to be established by the employer shall be reduced to writing and communicated to all employees and the Association.

22.07 The following conditions shall apply to all overtime work:

- A. The standard work week for purposes of FLSA shall be Monday through Sunday, forty (40) hours per week.
- B. Time and one-half will be paid for all hours worked over forty (40) hours per week.
- C. Any work performed on Saturdays and Sundays shall be paid at time and one-half regular pay in excess of forty (40) hours.
- D. All work performed on holidays will be paid at time and one-half.
- E. All overtime will be turned in according to the time sheet form. (See Appendix K.)

22.08 Transportation Reimbursement

Bargaining unit members, who have regular assignments in more than one (1) job site or by nature of their assignment are required to travel during their regular day, shall be reimbursed at the IRS rate per mile. Mileage will be measured daily from the first job site to the final job site.

Bargaining unit members shall submit semiannual statements to the Treasurer detailing their travel. Payments shall be paid twice a year at the end of each semester. The reimbursement form shall be included in the Appendix. (See Appendix J)

- 22.09 All employees of the Board of Education are protected under the State Worker's Compensation Act, in cases of injury or death incurred in the course of, or arising out of their employment. Any injury incurred while performing assigned responsibilities shall be reported immediately to the injured employee's supervisor or other designated representative.
- 22.10 Any bargaining unit member, who is called out, shall be paid a minimum of one (1) hour "call-out" time at time and one-half.
- 22.11 Bargaining unit members who are required to perform services during in service days shall be paid their days wages plus one and one-half (1 ½) times their normal hourly rate.

ARTICLE XXIII **EMPLOYEE MEETINGS**

- 23.01 Mandated employee meetings shall be conducted if possible during working hours and whenever possible at the Board of Education's facilities. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours, the employer may extend the employee's work schedule for the duration of the meeting beyond the employee's regularly scheduled work day. Employees attending mandated meetings beyond the scheduled work day shall be compensated pursuant to the Fair Labor Standards Act.

Classified employees will be required to attend the Orientation meeting the day before school begins and shall be compensated at their normal pay rate for hours in attendance.

ARTICLE XXIV **COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT**

- 24.01 If accusations are made by the public to any Administrator against any employee, it is the responsibility of the Administration to inform the employee and, if warranted, to investigate such charges. Charges or complaints that are made anonymously will be disregarded. It is also the Administrations' responsibility to protect the employee through the following procedural steps:
- A. Within forty-eight (48) hours (two [2] work days) of the complaint and prior to any investigation, the employee shall be informed of the nature of the complaint, the identity of the complainant and given the opportunity to present his/her side.
 - B. If the complaint is not resolved at Step 1, either the accuser, the employee or the Administrator may request a meeting of all parties involved. Said meeting is to be arranged at a time convenient to the attendance of all. If this meeting does not resolve the complaint, a summary of the conference will be completed and forwarded to the Superintendent of schools and the employee. If further investigation is required, it shall be done at this time.

- C. Upon completion of the investigation, if the Administrator finds cause to reduce his finding to writing, within three (3) work days, he/she shall submit them to the employee and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed. If the Administrator finds cause but does not reduce his findings to writing, he shall inform the employee that his records shall be retained and reviewed only if another incident of the same nature occurs.
 - D. If the employee is not satisfied with the written findings of the investigation, he/she shall have the right to appeal to and have a conference with the Superintendent.
 - E. If the employee is not satisfied with the results of the Superintendent's appeal, he/she will have the right to an appeal to and a conference with the Board of Education.
 - F. At each level of these meetings, the employee may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.
- 24.02 This procedure shall only apply to matters involving complaints from the public. All other complaints shall be handled through discipline article. Nothing in this procedure shall be construed to waive any rights confessed under ORC Chapter 1347.

ARTICLE XXV

DISPENSING MEDICATIONS

- 25.01 These procedures are to be followed when dispensing medication to students:
- A. All medications, in the container in which it was originally dispensed, and to be stored in a single locked storage cabinet. However, drugs which require refrigeration may be stored in a refrigerator in a place not commonly used by students.
 - B. Copies of the parents request to dispense the medication as well as the physician's statement indicating dosages, special instructions and possible adverse reactions are to be secured with the medication.
 - C. The School Nurse is responsible for dispensing the medications to students during his/her presence in the school building.
 - D. 1. If medication is scheduled at a time when the School Nurse is not present in the building, the School Nurse shall place all medications in the appropriate dosages in secure containers with the student's name and time of dispensing clearly indicated thereon. Each secure container shall be kept in the locked storage cabinet or refrigerator and secured to the container in which it was originally dispensed. The School Nurse is expected to verbally or in writing provide instructions to the person(s) designated to dispense the medication to

ensure proper dispensation of the medications consistent with the most recent written instructions of the physician.

2. The person(s) designated by the Principal to dispense medications to students shall dispense the medication, as secured and instructed by the School Nurse, to the student at the proper time.
 3. At any time the medications to be dispensed have not been previously placed in secure containers by the School Nurse prior to his/her absence, the person(s) designated by the principal may dispense the medications to a student from its original container following the most recent written instructions of the physician.
- E. Under no circumstances are persons employed by the Wellington Exempted Village School District permitted to dispense and/or administer any medication to any student other than those medications authorized under and consistent with this Article and ORC 3313.713.
- F. Each person designated by the principal to dispense medication shall be instructed to familiarize themselves with ORC 3313.713 and this Article and shall receive the necessary training to administer medications at Board expense.
- G. All persons newly designated to dispense medications shall be given copies of this Article and such instructions as may be necessary to ensure the proper dispensation of medications to students.
- H. Persons who dispense medication to students cannot be held liable in damages for dispensing or failing to dispense medication unless they act in a manner which constitutes gross negligence or wanton and reckless misconduct. This qualified immunity only exists when such medication is dispensed in accordance with the physician's most recent instructions.

ARTICLE XXVI

PROBATIONARY PERIOD

- 26.01 Pursuant to ORC Section 4117.10, the provision of ORC Section 3319.081 shall not apply and is hereby superseded by this Article. An employee shall be granted "tenure" after an employee has successfully served and completed a "probationary" period of eighteen (18) months from the employee's first day of actual work. An employee may be removed without cause and shall not be entitled to an appeal of said removal under the grievance procedure or the disciplinary provisions. During the probationary period, the employee shall not have an expectancy of continual employment and may be non-renewed for any reason.
- 26.02 A classified employee changing classifications or class within a classification shall be subject to a forty-five (45) work day probationary status in the new classification. During this probationary period, the Administration and/or employee may initiate a transfer to

his/her previously held position. During this probationary period, the Administration shall not be required to post the employee's previously held position.

ARTICLE XXVII
FAIR SHARE FEE

- 27.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the classified employee's association, a fair share fee for the Association's representation or such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 27.02 Notice of the amount of annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- 27.03 Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.
- 27.04 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 27.05 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 27.06 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 27.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 27.08 The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - B. The Association shall reserve the right to designate counsel to represent and defend the employee.
 - C. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 27.09
- A. All new employees shall be required to participate or pay the agency fee.
 - B. All bargaining unit members who have previously held membership in the WSS Union shall be required to join or pay the agency fee.
 - C. All bargaining unit members who have not previously held WSS union membership shall not be required to pay an agency fee.

ARTICLE XXVIII
NEW FAMILY MEDICAL LEAVE ACT

- 28.01 The District will follow current FMLA language as written or amended.

ARTICLE XXIX
SEVERABILITY

- 29.01 This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 411.10(a), Revised Code), and all policies, rules, and regulations of the Employer which conflict with specific provisions. However, should the State Employment Relations Board, or any court of competent jurisdiction, determine after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminate, but all other provisions of the contract shall remain in full force and effect.
- 29.02 The parties shall institute negotiations after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the Contract settlement procedure shall be utilized to resolve the dispute.

ARTICLE XXX
WORK YEAR, WORK WEEK, WORK DAY

30.01 The work year means the number of workdays in a fiscal year (July 1st – June 30th).

30.02 The work week for purposes of the FLSA begins 12:00 a.m. Monday through 11:59 p.m. Sunday.

30.03 All employees who work more than three and one-half (3 ½) hours shall be entitled to a duty-free lunch period of at least thirty (30) minutes. The lunch period shall be without compensation.

30.04 The workday for each classification is as follows:

A. Aides:

1. Paraprofessional, Library Technician:

Six and one-half (6 ½) hours per day with a work year of student days plus eight (8) holidays. One five (5) hour day scheduled prior to the first teacher in-service day to set-up classroom, etc.

2. Special Education, Special Needs Bus, Educational:

Six and one-half (6 ½) hours per day, or as required, with a work year of student days plus eight (8) paid holidays.

3. Alternative Learning Classroom

Six and one-half (6 ½) hours per day with hourly rate for after school detention and with a work year of student days plus eight (8) paid holidays.

Employee will be provided with designated days of detention schedule by the staff orientation day of each school year.

B. Bus Drivers:

1. Bus Driver

Five and three-quarter (5.75) hours per day, or as required for the drivers assigned route with a work year of student days plus eight (8) holidays.

2. Transportation Coordinator

Seven (7) hours per day with a work year of student days plus eight (8) holidays and extended days as assigned.

C. Cafeteria:

1. Head Cook:

Seven (7) hours per day with a work year of student days plus eight (8) holidays. One five (5) hour day scheduled prior to the start of school to set up cafeteria.

2. Helpers, Cashiers:
Hours per day as required to complete each job function with a work year of student days plus eight (8) holidays. One five (5) hour day scheduled prior to the start of school to set up cafeteria.
- D. Cleaner:
- Eight (8) hours per day with a work year of two hundred sixty (260) days less ten (10) holidays.
- E. Custodian, Head Custodian:
- Eight (8) hours per day with a work year of two hundred sixty (260) days less ten (10) holidays.
- F. Latchkey Assistant:
- Five (5) hours per day and schedule shall incorporate before and after school hours with a work year of student days plus eight (8) holidays.
- G. Maintenance Worker, Building & Grounds Keeper:
- Eight (8) hours per day, or as required, with a work year of two hundred sixty (260) days less ten (10) holidays.
- H. Monitors:
1. Cafeteria, Playground:
Two and one-half (2 ½) hours or as determined by school lunch schedules with a work year of student days plus eight (8) holidays.
 2. Crossing Guard:
Two (2) hours per day or as required to ensure the safety of students before and after school hours with a work year of student days plus eight (8) holidays.
 3. Shuttle:
One and one-half (1 ½) hours per day or as required to ensure the safety of students riding the shuttle bus before and after school hours with a work year of student days plus eight (8) holidays.
- I. Secretaries:
1. School, High School Guidance:
Seven and one-half (7½) hours per day with a work year of student days, teacher in-service days and parent/teacher days plus ten (10) holidays and extended time as listed in Article 31.04 J.

2. Psychologist/Pupil Services:
Six and one-half (6 ½) hours per day with a work year of student days and teacher in-service days plus ten (10) holidays and extended time listed in Article 31.04 J.
3. Assistant Principal/Athletic Department:
Four and one-half (4 ½) hours per day with a work year of student days, teacher in-service days and parent/teacher conference days plus ten (10) holidays and extended time as listed in Article 31.04 J.
4. Part-time:
Two and one-half (2 ½) hours per day with a work year of student days, teacher in-service days and parent/teacher conference days plus ten (10) holidays and extended time as listed in Article 31.04 J.

J. Extended days shall be split between the beginning of the school year and the end of the school year. Extended days are not to begin before August 1st and not to end after June 30th.

1. High School Secretary and High School Guidance Secretary shall work twenty-four (24) extended days at seven (7) hours per day.
2. Middle School and Elementary School Secretaries shall work eighteen (18) extended days at seven (7) hours per day.
3. Psychologist's/Pupil Services Secretary shall work eighteen (18) extended days of at least six and one half (6 ½) hours per day.
4. Assistant Principal/Athletic Department and Part-time Secretaries shall work eight (8) extended days of their normal contracted hours.

K. Exceptions to the above work year and work days are as follows:

1. Low Incidence Bus Driver, Special Needs Bus Aides, Educational Aides and Paraprofessional Aides stationed at Murray Ridge School and other I.E.P. Schools shall work the calendar of student days at the school(s) for which they are transporting/reporting.
2. Variations from the Wellington School Calendar shall be noted on an individual employee's time sheet.

L. Holidays are those days outlined in Article 13.04.

30.05 Overtime shall be computed and paid under the following formula:

1. Time and one half shall be paid after the bargaining unit member has worked forty (40) hours per week.
2. Notwithstanding Number 1 above, time and one-half shall be paid for all hours worked by a bargaining unit member for building checks.

3. A bargaining unit member who is required to work on a negotiated holiday shall be paid time and one-half for all hours worked.
4. Compensatory time off may be given in lieu of overtime pay, if in conformance with the FLSA and mutually agreeable to the employer and the employee. Such compensatory time shall be computed at time and one-half or double-time, whichever is applicable. Compensatory time must be taken prior to the end of the employee's work year and at the discretion of the employee and with the approval of the Principal or Supervisor.
5. Notwithstanding Number 1 above, time and one half shall be paid if a bargaining unit member's forty (40) hours are made up of a holiday within a work week.

30.06 Secretaries will not be required to contact substitutes.

30.07 A lawn mowing and/or snow removal service may be utilized at the Superintendent's discretion.

ARTICLE XXXI **HEAD CUSTODIANS**

31.01 These positions will be offered to the most senior custodian in the district if that custodian can meet the requirements stated in the job description.

Should the most senior custodian within the district reject the promotion or fail to qualify, the next custodian on the seniority list will have an opportunity to qualify for the position.

31.02 Custodial Overtime

Overtime within a building shall be offered to employees in the following order of classifications:

1. Head Custodian
2. Custodian
3. Cleaner

Should no employee in the building want the overtime, available employees from other buildings may be requested to fulfill the assignment based on the following order of classifications and seniority within the classifications:

1. Head Custodian
2. Custodian
3. Maintenance
4. Cleaner

ARTICLE XXXII
ESEA MANDATES

32.01 All paraprofessionals employed by the district on or after July 1, 2004 shall, upon employment by the district, meet the “highly qualified” paraprofessional designation as outlined in the No Child Left Behind Act of 2001.

Paraprofessionals may meet this designation by satisfying one (1) of the following criteria:

1. Completing two (2) years of study at an institution of higher learning.
2. Obtaining an Associate Degree or higher from an institution of higher learning.
3. Demonstrating through formal state/local academic assessment knowledge of and ability to assist in the instruction and/or readiness preparation for reading, writing and math. This could be satisfied by achieving a passing score on the Parapro assessment.

32.02 Paraprofessionals hired on or before July 1, 2004 and required by the ESEA of 2001 to meet the requirements of 20 USC 6319 (c) shall be provided professional development training to pass a state approved assessment as soon as practical after July 1, 2004 in order to meet the January 8, 2006 deadline regarding the ESEA of 2001 and the requirements of 20 USC 6319 (c). Those paraprofessionals electing to meet the requirements by a state approved assessment shall receive training to assist in the satisfactory completion of the assessment. The initial training if offered after work hours shall be reimbursed at the bargaining unit member’s regular hourly rate. Any other costs associated with the training and passing the assessment shall also be paid by the Board after successfully passing the assessment. If further training is necessary, it shall be accomplished with Board paid tutors but on the member’s own unpaid time.

ARTICLE XXXIII
DURATION

This Agreement shall remain in effect from July 1, 2013 through June 30, 2016, unless altered or extended as provided herein.

For the Association:

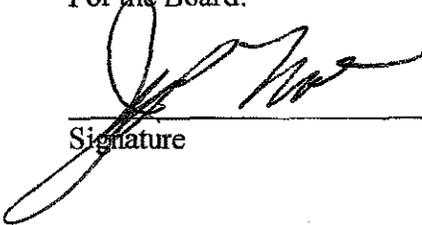


Signature

7/16/13

Date

For the Board:



Signature

7-16-13

Date

APPENDIX A – SALARY SCHEDULES

<u>Classification</u>	<u>Page</u>
Alternative Learning Classroom Educational Parapro (ALC)	53
Building & Grounds Keeper	52
Bus Driver	54
Cafeteria Cashiers	51
Cafeteria Helpers	51
Cafeteria Monitor	51
Cleaner	52
Crossing Guard	51
Custodian	52
Educational Aide	54
Floating Employee	52
Head Cook	51
Head Custodian	52
Latchkey Assistant	53
Library Technician	53
Maintenance Worker	52
Paraprofessional	53
Playground Monitor	51
Secretary	53
Shuttle Monitor	51
Special Education Aide	54
Special Needs Bus Aide	54
Transportation Coordinator	54

HEAD COOK	2013-2014	2014-2015	2015-2016
0	\$13.69	\$13.96	\$14.24
1	\$13.90	\$14.18	\$14.46
2	\$14.15	\$14.43	\$14.72
3	\$14.35	\$14.64	\$14.93
4	\$14.60	\$14.89	\$15.19
5	\$14.82	\$15.12	\$15.42
6	\$14.94	\$15.24	\$15.55
7	\$15.10	\$15.40	\$15.71
8	\$15.25	\$15.55	\$15.87
10	\$15.33	\$15.64	\$15.95
15	\$15.40	\$15.71	\$16.02
20	\$15.49	\$15.80	\$16.12
25	\$15.56	\$15.87	\$16.18

CAFETERIA HELPERS, CAFETERIA CASHIERS	2013-2014	2014-2015	2015-2016
0	\$11.29	\$11.52	\$11.75
1	\$11.55	\$11.78	\$12.01
2	\$11.78	\$12.02	\$12.26
3	\$12.01	\$12.25	\$12.49
4	\$12.25	\$12.49	\$12.74
5	\$12.48	\$12.73	\$12.99
6	\$12.65	\$12.90	\$13.16
7	\$12.78	\$13.04	\$13.30
8	\$12.95	\$13.21	\$13.48
10	\$13.11	\$13.37	\$13.64
15	\$13.28	\$13.55	\$13.82
20	\$13.42	\$13.69	\$13.96
25	\$13.57	\$13.85	\$14.12

CAFETERIA MONITOR, PLAYGROUND MONITOR, SHUTTLE MONITOR, CROSSING GUARD	2013-2014	2014-2015	2015-2016
0	\$11.29	\$11.52	\$11.75
1	\$11.55	\$11.78	\$12.01
2	\$11.78	\$12.02	\$12.26
3	\$12.01	\$12.25	\$12.49
4	\$12.25	\$12.49	\$12.74
5	\$12.48	\$12.73	\$12.99
6	\$12.65	\$12.90	\$13.16
7	\$12.78	\$13.04	\$13.30
8	\$12.95	\$13.21	\$13.48
10	\$13.11	\$13.37	\$13.64
15	\$13.28	\$13.55	\$13.82
20	\$13.42	\$13.69	\$13.96
25	\$13.57	\$13.85	\$14.12

CLEANER, FLOATING EMPLOYEE	2013-2014	2014-2015	2015-2016
0	\$11.29	\$11.52	\$11.75
1	\$11.55	\$11.78	\$12.01
2	\$11.78	\$12.02	\$12.26
3	\$12.01	\$12.25	\$12.49
4	\$12.25	\$12.49	\$12.74
5	\$12.48	\$12.73	\$12.99
6	\$12.65	\$12.90	\$13.16
7	\$12.78	\$13.04	\$13.30
8	\$12.95	\$13.21	\$13.48
10	\$13.11	\$13.37	\$13.64
15	\$13.28	\$13.55	\$13.82
20	\$13.42	\$13.69	\$13.96
25	\$13.57	\$13.85	\$14.12

CUSTODIAN, BUILDING & GROUNDS	2013-2014	2014-2015	2015-2016
0	\$14.01	\$14.30	\$14.58
1	\$14.25	\$14.53	\$14.83
2	\$14.49	\$14.78	\$15.07
3	\$14.73	\$15.02	\$15.32
4	\$14.97	\$15.27	\$15.57
5	\$15.20	\$15.50	\$15.81
6	\$15.44	\$15.74	\$16.06
7	\$15.67	\$15.99	\$16.31
8	\$15.91	\$16.23	\$16.55
10	\$16.14	\$16.46	\$16.79
15	\$16.46	\$16.79	\$17.13
20	\$16.79	\$17.12	\$17.47
25	\$17.09	\$17.43	\$17.78

HEAD CUSTODIAN, MAINTENANCE WORKER	2013-2014	2014-2015	2015-2016
0	\$15.17	\$15.48	\$15.79
1	\$15.41	\$15.72	\$16.04
2	\$15.64	\$15.95	\$16.27
3	\$15.90	\$16.22	\$16.54
4	\$16.12	\$16.44	\$16.77
5	\$16.36	\$16.69	\$17.02
6	\$16.61	\$16.94	\$17.28
7	\$16.85	\$17.19	\$17.53
8	\$17.09	\$17.43	\$17.78
10	\$17.33	\$17.67	\$18.03
15	\$17.65	\$18.01	\$18.37
20	\$17.97	\$18.33	\$18.70
25	\$18.29	\$18.65	\$19.03

LATCHKEY ASSISTANT	2013-2014	2014-2015	2015-2016
0	\$11.29	\$11.52	\$11.75
1	\$11.55	\$11.78	\$12.01
2	\$11.78	\$12.02	\$12.26
3	\$12.01	\$12.25	\$12.49
4	\$12.25	\$12.49	\$12.74
5	\$12.48	\$12.73	\$12.99
6	\$12.65	\$12.90	\$13.16
7	\$12.78	\$13.04	\$13.30
8	\$12.95	\$13.21	\$13.48
10	\$13.11	\$13.37	\$13.64
15	\$13.28	\$13.55	\$13.82
20	\$13.42	\$13.69	\$13.96
25	\$13.57	\$13.85	\$14.12

**PARAPROFESSIONAL,
LIBRARY TECHNICIAN,
ALTERNATIVE LEARNING
CLASSROOM (ALC)**

EDUCATIONAL PARAPRO	2013-2014	2014-2015	2015-2016
0	\$12.26	\$12.50	\$12.75
1	\$12.57	\$12.83	\$13.08
2	\$12.89	\$13.15	\$13.41
3	\$13.20	\$13.46	\$13.73
4	\$13.52	\$13.79	\$14.06
5	\$13.84	\$14.12	\$14.40
6	\$13.98	\$14.26	\$14.54
7	\$14.16	\$14.44	\$14.73
8	\$14.31	\$14.60	\$14.89
10	\$14.47	\$14.76	\$15.05
15	\$14.62	\$14.91	\$15.21
20	\$14.77	\$15.07	\$15.37
25	\$14.95	\$15.24	\$15.55

SECRETARY	2013-2014	2014-2015	2015-2016
0	\$14.22	\$14.50	\$14.79
1	\$14.66	\$14.96	\$15.26
2	\$15.14	\$15.44	\$15.75
3	\$15.57	\$15.88	\$16.19
4	\$16.01	\$16.33	\$16.66
5	\$16.44	\$16.77	\$17.11
6	\$16.89	\$17.23	\$17.58
7	\$17.35	\$17.70	\$18.05
8	\$17.81	\$18.16	\$18.53
10	\$18.26	\$18.62	\$19.00
15	\$18.71	\$19.08	\$19.46
20	\$19.16	\$19.54	\$19.93
25	\$19.61	\$20.00	\$20.40

**EDUCATIONAL AIDE,
SPECIAL EDUCATION
AIDE, SPECIAL NEEDS
BUS AIDE**

	2013-2014	2014-2015	2015-2016
0	\$11.78	\$12.02	\$12.26
1	\$12.05	\$12.29	\$12.54
2	\$12.32	\$12.57	\$12.82
3	\$12.61	\$12.86	\$13.12
4	\$12.89	\$13.15	\$13.41
5	\$13.16	\$13.42	\$13.69
6	\$13.31	\$13.58	\$13.85
7	\$13.47	\$13.74	\$14.01
8	\$13.64	\$13.91	\$14.19
10	\$13.79	\$14.07	\$14.35
15	\$13.94	\$14.22	\$14.51
20	\$14.10	\$14.38	\$14.67
25	\$14.25	\$14.53	\$14.83

**BUS DRIVER,
TRANSPORTATION
COORDINATOR**

	2013-2014	2014-2015	2015-2016
0	\$14.61	\$14.90	\$15.20
1	\$14.85	\$15.14	\$15.45
2	\$15.08	\$15.38	\$15.69
3	\$15.30	\$15.61	\$15.92
4	\$15.55	\$15.87	\$16.18
5	\$15.84	\$16.16	\$16.48
6	\$15.95	\$16.27	\$16.60
7	\$16.10	\$16.42	\$16.75
8	\$16.27	\$16.60	\$16.93
10	\$16.41	\$16.74	\$17.07
15	\$16.57	\$16.90	\$17.24
20	\$16.74	\$17.07	\$17.41
25	\$16.88	\$17.22	\$17.56

APPENDIX B – JOB DESCRIPTIONS

<u>Job Title</u>	<u>Page</u>
Alternative Learning Classroom (ALC) Educational Parapro	56
Building & Grounds Keeper	58
Bus Driver	60
Cafeteria Cashier	62
Cafeteria Helper	63
Cafeteria Monitor	65
Cleaner	66
Crossing Guard	68
Custodian	69
Educational Aide	71
Floating Employee	73
Head Cook	75
Head Custodian	77
Latchkey Assistant	79
Library Technician	81
Maintenance Worker	82
Paraprofessional	84
Playground Monitor	86
Secretary	87
Shuttle Monitor	89
Special Education Aide	90
Special Needs Bus Aide	92
Study Hall Monitor/Parapro	94
Transportation Coordinator	96

**JOB DESCRIPTIONS
Wellington Support Staff**

ALTERNATIVE LEARNING CLASSROOM (ALC) EDUCATIONAL PARAPRO

QUALIFICATIONS:

1. Neat in appearance, of good moral character.
2. High school diploma or equivalent.
3. Pass state mandated criminal and health checks.
4. Able to maintain confidentiality.
5. Good mental and physical health.
6. Demonstrate aptitude or competence for assigned responsibilities.
7. Good attendance record from previous employer(s).
8. Comply with School Board policies and all state and federal requirements.
9. Good communication skills.
10. Adolescent behavior management skills.

DUTIES ASSIGNED BY: Principal/Assistant Principal/Dean of Students

JOB GOAL: To assure efficient operation of the Alternative Learning classroom

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Establish and maintain a quiet, orderly classroom environment for assigned students.
2. Keep accurate attendance records.
3. Keep records related to the ALC program.
4. Monitors conduct of students while in the ALC room.
5. Maintain accurate seating chart.
6. Enforce all school rules and policies at all times.
7. Report missing students to the appropriate office.
8. Work cooperatively with teachers and staff.
9. Assist students in understanding the assignments of the classroom teacher.
10. Keep updated on emergency procedures (fire drills, tornado drills, crisis manual, etc.).
11. Communicate concerns, issues, and problems with administration.
12. Utilize safe work procedures and report accidents in a timely manner.
13. Knowledge of basic computer and email functions.
14. Generate appropriate administrative reports as necessary.
15. Perform other essential functions and duties as assigned.

Non-Essential Job Functions:

1. Maintain a professional demeanor in all situations and exercise respect for all.
2. Report all incidents in a timely manner.
3. Maintain confidentiality regarding staff, students, and parents.
4. Manage disruptive student behavior.
5. Use communication devices in a professional manner.
6. Attend all scheduled training sessions scheduled during work time.

7. Maintain a high degree of visibility in assigned areas by:
 - a. Roaming assigned areas when occupied by students.
 - b. Demonstrate engagement in assigned area.
 - c. Function in a way that does not create “patterning” for students or possible intruders.
8. Provide a role model for students.
9. Performs other duties as reasonably related to the position.

TERMS OF EMPLOYMENT:

Hourly rate per the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually, by assigned Principal or Assistant Principal, according to the Negotiated Agreement.

BUILDING AND GROUNDS KEEPER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.
5. Possess valid Ohio driver's license. Possess or working towards CDL.

PREFERRED:

1. Pass state-mandated low pressure (or higher) boiler operator license test and maintains yearly renewals. The district shall pay for the classes and shall pay a yearly stipend of two hundred dollars (\$200) for maintaining this license.

DUTIES ASSIGNED BY: Supervisor, Assigned Principal, or Superintendent

JOB GOALS:

To maintain the physical plant in a condition of operating excellence so as to ensure the quality of the educational environment.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Mows, trims, and weeds all school property.
2. Assists with field lining. Cleans and maintains buildings and grounds at athletic complexes.
3. Assists with preparation and needs of sporting events.
4. Assists head custodian with snow removal on front side walks at schools. High School walk from front circle to North Main; McCormick front walk along South Main; Westwood front walk along Union Street and other as assigned by the Supervisor, Assigned Principal, or Superintendent.
5. Shovels and/or plows snow and salts walks, parking areas and steps as needed.
6. Maintains maintenance on equipment as assigned by Supervisor, Assigned Principal, or Superintendent.
7. Has ability to stoop, lift, carry, push, pull, climb, kneel, and crouch.
8. Has ability to carry at least fifty (50) pounds.
9. Has knowledge of tractors, mowers, and snow blowers.
10. Assists in moving furniture or equipment within building as assigned, for various programs.
11. Assists with repair and assembly of furniture as assigned by Supervisor, Assigned Principal, or Superintendent.
12. Assists with maintenance and cleaning needs at school buildings as assigned by Supervisor, Assigned Principal, or Superintendent.
13. Keeps the Maintenance Supervisor, Assigned Principal, or Superintendent informed about work program.

Non-Essential Job Functions:

1. Maintains sanitary and fire hazard-free conditions.
2. Responsible for maintenance of all grounds area as assigned.
3. Reports immediately to the principal or supervisor any damage or needed repairs.

4. If directed, remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and the Principal or Supervisor requires their attendance.
5. Performs other necessary duties, including climbing ladders, lifting cases, unloading shipments and be able to operate power equipment as necessary as determined by the Supervisor, Assigned Principal, or Superintendent.
6. Performs such building repairs as required by the Supervisor, Assigned Principal, or Superintendent.
7. Submits time sheets, absence report, vacation schedules, and other reports as required.
8. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal, Supervisor, or Superintendent according to the Negotiated Agreement.

BUS DRIVER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. Pass physical examination and pass drug alcohol screening test.
4. Pass and maintain a valid CDL school bus driver endorsement license and any other state or federal licensure required.
5. Pass the state-mandated criminal check.
6. High school diploma or equivalent.

DUTIES ASSIGNED BY: Transportation Supervisor

JOB GOAL: To provide safe and efficient transportation.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see and hear.
2. Be able to safely operate a school bus while maintaining student discipline during driving.
3. Obeys all traffic laws.
4. Observes all mandatory safety regulations for school buses.
5. Complies with all State and Federal regulations concerning licensure and operation of a school bus.
6. Keeps and maintains assigned bus in a clean condition.
7. Checks bus before each operation for mechanical defects.
8. Notifies the Transportation Supervisor in case of mechanical failure.
9. Attends in-service meetings as required.
10. Be courteous to drivers of other vehicles.

Non-Essential Job Functions:

1. Maintains discipline when students are on bus.
2. Reports undisciplined students to the building principal.
3. Discharges students only at authorized stops.
4. Reports time worked each Friday school is in session to Transportation Supervisor.
5. Transports only authorized students.
6. Enforces regulations against smoking and eating on bus.
7. Reports all accidents and completes required reports.
8. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as established by the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Transportation Supervisor or Superintendent according to the Negotiated Agreement.

CAFETERIA CASHIER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Understands math and U.S. monetary system as it relates to bills and coins.
3. Demonstrates aptitude or competence for assigned responsibilities.
4. High school diploma or equivalent with appropriate cashier experience and/or training.
5. Pass the state-mandated criminal check.
6. Qualify for and be eligible for bonding.
7. Trustworthiness and confidentiality.

DUTIES ASSIGNED BY: Cafeteria Supervisor and direction by Head Cook.

JOB GOAL: To assist in the smooth and efficient operation of the cafeteria by making accurate and appropriate charges for all meals. Insures that all monies are properly accounted for and that all exchanges of monies are accurate. May assist the Head Cook in other cafeteria tasks.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Maintains the highest standards of accounting for all monies collected and changed.
2. Keeps daily worksheets on the number and types of lunches served and extra items and portions issued.
3. Understands U.S. coinage and proper denominations of paper bills.
4. Balances daily receipts. Prepares deposits for banking and takes deposits to bank.
5. Cooperates with the Supervisor and Head Cook in the overall operation of the cafeteria.
6. Ability to stand, reach, count, speak and see.
7. Is responsible for collection of lunch tickets. Turns in all paperwork on last working day of the month to Treasurer's office.
8. Maintains anonymity of students receiving special lunches.
9. Keeps a cashier's summary sheet on the transactions of the day.

Non-Essential Job Functions:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and take proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all training sessions.
8. Performs other duties as reasonably related to the position.

TERMS OF EMPLOYMENT:

Hourly and work year as established by the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal, Assistant Principal, or Cafeteria Supervisor according to the Negotiated Agreement.

CAFETERIA HELPER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.
5. Reports to Head Cook for direction of daily responsibilities.

JOB GOAL:

To serve the students well-balanced and nutritious meals in an atmosphere of efficiency, cleanliness and warmth.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Performs routine work in preparing and serving food:
 - a. Prepares vegetables for use.
 - b. Cleans and washes dishes, cooking utensils and equipment and stores same.
 - c. Serves food on the line.
 - d. Slices bread, meats, cheese, butter, etc.
 - e. Makes salads and sandwiches.
 - f. Scrubs kitchen and servery food areas.
 - g. Operates standard equipment such as mixing machines, steam cookers and kettles, French fryers, food choppers, food slicers, dishwashers, ovens, stoves, etc.
 - h. Sets-up serving area.
 - i. Remains on duty in kitchen until after food is served, leftovers properly stored, equipment cleaned and kitchen left in an orderly and thoroughly clean condition.
2. Maintains positive working relationship with staff and students.
3. Acts as cashier on the line when assigned by the Head Cook; while acting as cashier, be responsible for proper accounting incidental to the cashier's job.
4. Ability to see, stand, lift, carry, push, pull, stoop, reach and handle.

Non-Essential Job Functions:

1. Be prepared to do any cafeteria operation when the situation demands.
2. Assists in stocking supplies.
3. Operates kitchen and cafeteria equipment as assigned by the Head Cook.
4. Helps the head cook in whatever way directed.
5. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal, Assistant Principal, or Cafeteria Supervisor according to the Negotiated Agreement.

CAFETERIA MONITOR

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibilities.
2. High school diploma or equivalent.
3. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Building Principal

JOB GOAL:

To provide supervision of students in the lunchroom during lunch times.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, speak and hear.
2. Supervises children in lunchroom and in buildings as assigned.
3. Confines students to designated areas.
4. Is courteous and cooperative with the students and general public.
5. Is always at assigned post for specified hours.

Non-Essential Job Functions:

1. Reports any dangerous condition to the Principal.
2. Reports any students who do not carry out instructions or are acting in an unruly fashion.
3. Assists students with clean up.
4. Assists students in lining up for recess.
5. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly rate and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the assigned Principal, Assistant Principal or Superintendent according to the Negotiated Agreement.

CLEANER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.

DUTIES ASSIGNED BY: Principal/Supervisor

JOB GOALS:

To maintain the physical plant in a condition of operating excellence so as to ensure the quality of the educational environment.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Sweeps, mops, wet-washes, vacuums, polishes floors in assigned areas.
2. Operates sweepers, carpet cleaning machines in assigned areas.
3. Dusts and washes walls, ceilings (spot washing only), sinks and fittings, windows, doorknobs, lockers and wardrobes, furniture, pianos, doors and frames, woodwork and trim, lights and fixtures, wainscot, sills, chalkboard and tray, bulletin boards, shades and drapes, clocks, exposed hoods and pipes, showcases, banisters, pictures, classroom equipment, drinking fountains and other appurtenances in accordance with the work schedule in the assigned areas or classrooms, corridors, restrooms, cafeteria areas, auditorium, gyms, offices, shops, stairways, locker rooms, shower rooms, lockers, etc.
4. Cleans, disinfects, and polishes drinking fountains.
5. Keeps wastebaskets and pencil sharpeners empty and clean.
6. Cleans, disinfects and polishes sinks, closets, urinals, toilets, mirrors, fittings, partitions, floors, etc. in assigned restrooms.
7. Fills receptacles with towels, toilet paper, sanitary napkins, soap, cleaners, etc.
8. Responsible to secure building and to close and lock all windows and doors, shut off all lights in area after done cleaning in assigned areas.
9. Reports to Supervisor and head custodian any acts of vandalism, theft, evidence of littering, and any behavior that is demeaning to the cleaning employee.
10. Completes daily check lists of duties and submits to head custodian daily.
11. Reports to Supervisor and Head Custodian any apparent malfunction of lighting fixtures, heating, air-conditioning or ventilation equipment, broken windows, inability to secure windows or doors, or any other thing that is not normal to the usual condition of the assigned areas.
12. Performs other miscellaneous housekeeping duties within job description as assigned.
13. Has ability to stoop, lift (a minimum of fifty [50] pounds), carry, push, pull, climb, kneel, and crouch.

Non-Essential Job Functions:

1. Is courteous and cooperative with all school personnel.
2. Uses supplies and equipment in an economical manner as directed.
3. Diligently conserves energy by shutting out lights in areas not being cleaned.
4. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Participates actively in safety programs and training.
5. Reports accidents or injuries and near misses immediately to Supervisor and/or head custodian.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Supervisor or assigned Principal according to the Negotiated Agreement.

CROSSING GUARD

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibility.
2. High school diploma or equivalent.
3. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Building Principal

JOB GOAL:

To provide supervision of students in the crossing of streets so as to eliminate all danger of accidents.

Essential Job Functions:

1. Ability to see, hear, stand, walk, reach and speak.
2. Supervises children approaching, crossing, and moving away from the crossing area.
3. Confines students to designated lanes.
4. Reports any dangerous condition existing in the area to the principal.
5. Is always at assigned post for specified hours.

Non-Essential Job Functions:

1. Reports any students who do not carry out instructions or are acting in an unruly fashion.
2. Be courteous and cooperative with the students and general public.
3. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employees and public safety.
3. Inform his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly rate, as determined by placement on Negotiated Pay Scale.

EVALUATOR/SCHEDULE:

At least annually, by assigned Principal or Superintendent according to the Negotiated Agreement.

CUSTODIAN

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school graduate or equivalent.
4. Pass state-mandated criminal check.

DUTIES ASSIGNED BY: Principal/Supervisor

PREFERRED:

1. Pass state-mandated low pressure (or higher) boiler operator license test and maintains yearly renewals. The district shall pay for the classes and shall pay a yearly stipend of two hundred dollars (\$200) for maintaining this license.

JOB GOALS:

To maintain the physical plant in a condition of operating excellence so as to ensure the quality of the educational environment.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Has the ability to stoop, kneel, reach, crawl, lift, carry, push, pull, climb, balance and see.
2. Has the ability to lift at least fifty (50) pounds.
3. Keeps the buildings and premises neat and clean at all times.
4. Shovels and/or plows snow and salts walks, parking areas and steps as needed.
5. Regulates heat, ventilation and air-conditioning systems to provide temperature appropriate to the season and to insure economical usage of fuel, water and electricity.
6. Sweeps, mops, wet-washes, vacuums, polishes floors, dusts furniture as needed in assigned areas.
7. Cleans corridors after school each day and during the day when their condition requires it.
8. Cleans, disinfects and polishes sinks, closets, urinals, toilets, mirrors, fittings, partitions, floors, etc. in assigned restrooms.
9. Fills receptacles with towels, toilet paper, sanitary napkins, soap, cleaners, etc.
10. Cleans, disinfects, and polishes drinking fountains.
11. Performs such building repairs and maintenance as necessary as assigned by Supervisor or Building Principal.
12. Responsible for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those on for safety reasons, are turned off.
13. Moves furniture or equipment within buildings as required for various activities as directed by the Principal or Supervisor.
14. Keeps all floors in a clean and attractive condition and in a good state of preservation.

Non-Essential Job Functions:

1. Maintains sanitary and fire hazard-free conditions.
2. Practices economy in the use of all utilities and supplies.
3. Maintains all grounds areas as assigned.
4. Supervises and completes all cleaning and maintenance functions in and around the building.

5. Reports immediately to the Principal or Supervisor any damage or needed repairs, vandalism or theft.
6. If directed, remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and their attendance is required by the Principal or their designee.
7. Performs other necessary duties including climbing ladders, lifting cases, unloading shipments and be able to operate power equipment as necessary.
8. Assists in the care of lawn and shrubs around building.
9. Performs such building repairs as necessary.
10. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor or head custodian immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Participates actively in safety programs and training.
5. Reports accidents or injuries and near misses immediately to Supervisor and/or head custodian.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Supervisor or assigned Principal according to the Negotiated Agreement.

EDUCATIONAL AIDE

QUALIFICATIONS:

1. Neat in appearance, good human relations, of good moral character.
2. Working knowledge of:
 - a. Application of an age appropriate curriculum
 - b. Age appropriate adult-child interaction
 - c. Appropriate and positive home-program relations
3. Demonstrates aptitude or competence for assigned responsibilities.
4. High school diploma or equivalent.
5. Educational Aide certificate.
6. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Principal/Professional Staff Member

JOB GOAL:

To assist in the day to day operation of the integrated school program working under the direction of teachers or other school personnel assigned, and to attend and assist in a safe, friendly efficient and courteous manner, the children attending Wellington Schools.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, hear and speak.
2. Maintain confidentiality.
3. Check and record student attendance.
4. Collect and record collection of money.
5. Catalog and file instructional materials and maintain an inventory of supplies and equipment and prepare orders for requisitions for needed materials.
6. Distribute and collect materials for instruction.
7. Read to students, listen to students read and participate in other forms of oral communication (storytelling, singing, etc.).
8. Help students master equipment or instructional materials assigned by the teachers.
9. Observe students during play and record anecdotes. This is an important part of keeping the parents informed of the child's progress.
10. Assist students in classroom centers.
11. Attend in-service training as required.
12. Help maintain a clean environment in the classroom by complying with the Health Department rules and regulations.
13. Be familiar with rules and regulations established by the Board of Education.
14. Grade papers; prepare instructional materials and bulletin boards at the direction of the assigned professional staff member.

Non-Essential Job Functions:

1. Assist with the supervision of students during lunch periods, assemblies, play, restroom breaks, and on field trips.
2. Aid in the maintaining of discipline.
3. Operate equipment used in the classroom for instructional purposes.
4. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year to be established by Negotiated Pay Scale.

EVALUATOR/SCHEDULE:

At least annually by the Principal or according to the Negotiated Agreement.

FLOATING EMPLOYEE

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.
5. Physical and mental aptitude to successful fulfillment of assigned responsibilities.

DUTIES ASSIGNED BY: Maintenance Supervisor and/or assigned supervisor.

JOB GOALS:

Performs a variety of maintenance, custodial, cleaning, cafeteria, monitors, crossing guard positions and/or grounds keeping duties as assigned.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Checks daily with the Supervisor to verify the work schedule and assigned duties. Receives instructions and carefully follows all directions. Consults with the supervisor to clarify expectations and/or address concerns.
2. Takes the initiative to perform routine tasks independently.
3. Upholds Board Policies and follows administrative procedures.
4. Promotes a favorable image of the School District. Supports community partnerships that enhance district programs and services.
5. Learns the proper operating procedure for all equipment associated with the assignment. Promptly reports all personal injuries.
6. Maintains clean, safe, and orderly work areas. Maintains clear routes to public exits to ensure the safe evacuation of the work site or building. Reports unusual odors, noises, leaks and/or unsafe conditions.
7. Complies with safety regulations and environmental laws. Seeks advice when uncertain about product use and/or disposal procedures.
8. Properly stores all supplies, materials, and equipment used during assignments.
9. Sweeps, mops, strips, and waxes floors. Vacuums and power cleans carpets. Cleans and sanitizes restrooms, locker rooms, and showers. Empties and sanitizes trash containers. Washes windows. Cleans walls, lockers, and light fixtures. Dusts and polishes furniture/woodwork. Replaces light bulbs.
10. Applies paint, stain, varnish, or other surface treatments as directed
11. Moves and arranges furnishings, supplies, and equipment as directed.
12. Participates in meetings and training activities as directed.
13. Wears appropriate work attire and maintains a neat appearance.
14. Performs other specific job-related duties as directed.

Non-Essential Job Functions:

1. Is courteous and cooperative with all school personnel.
2. Uses supplies and equipment in an economical manner as directed.
3. Diligently conserves energy by shutting out lights in areas not being cleaned.
4. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near-misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Supervisor or assigned Principal according to the Negotiated Agreement.

HEAD COOK

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Understands what constitutes an adequate and healthy lunch.
3. Demonstrates aptitude or competence for assigned responsibilities.
4. High school diploma or equivalent with appropriate food service experience and/or training.
5. Pass the state-mandated criminal check.

DUTIES ASSIGNED BY: Cafeteria Supervisor

JOB GOAL:

To serve the students well-balanced and nutritious meals in an atmosphere of efficiency, cleanliness and warmth, and to be the employee who directs other bargaining unit members assigned to the cafeteria.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Directs and instructs kitchen personnel in the safe, proper, and efficient use of all kitchen equipment.
2. Maintains the highest standards of safety and cleanliness in the kitchen.
3. Prepares food according to a planned menu and tested, uniform recipes, and determines if the finished product is of the best quality, both in flavor and appearance, before it is served.
4. Determines the quantities of each food to be prepared daily.
5. Cooperates with the Supervisor to plan lunch schedules to fit the requirements of school.
6. Directs and participates in the preparation, serving of food and cleaning of the kitchen, cafeteria room and serving area.
7. Ability to stoop, stand, walk, lift, carry, reach, push, pull and see.

Non-Essential Job Functions:

1. Keeps monthly and year end records as required, such as inventories and supplies and records of all meals served, designating with or without milk.
2. Determines the size of serving to meet the necessary age requirement.
3. Reports to the Superintendent/Cafeteria Supervisor any faulty or inferior quality food which is received.
4. Reports immediately to the principal any problem or accident occurring in the kitchen or the cafeteria premises.
5. Reports to the principal any difficulties with pupils.
6. Must sign rental slip for extracurricular activities if kitchen is to be used.
7. Does daily production sheet.
8. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.

6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as established by the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal, Assistant Principal, or Cafeteria Supervisor according to the Negotiated Agreement.

HEAD CUSTODIAN

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school graduate or equivalent.
4. Pass state-mandated low-pressure (or higher) boiler operator test within one year of hire and maintains yearly renewals. The district shall pay for the classes and shall pay a yearly stipend of two hundred dollars (\$200) for maintaining this license.
5. Pass state-mandated criminal check.

DUTIES ASSIGNED BY: Principal/Supervisor

JOB GOALS:

To maintain the physical plant in a condition of operating excellence so as to ensure the quality of the educational environment.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. The ability to stoop, kneel, reach, crawl, lift (minimum of fifty [50] pounds), carry, push, pull, climb, balance and see.
2. Keeps the buildings and premises neat and clean at all times.
3. Shovels and/or plows snow and salts walks, parking areas and steps as needed.
4. Removes debris along sidewalks to public entrances.
5. Regulates heat, ventilation and air-conditioning systems to provide temperature appropriate to the season and to insure economical usage of fuel, water and electricity.
6. Sweeps, mops, wet-washes, vacuums, polishes floors, dusts furniture as needed in assigned areas.
7. Cleans corridors after school each day and during the day when their condition requires it.
8. Cleans, disinfects and polishes sinks, closets, urinals, toilets, mirrors, fittings, partitions, floors, etc. in assigned restrooms.
9. Fills receptacles with towels, toilet paper, sanitary napkins, soap, cleaners, etc.
10. Cleans, disinfects, and polishes drinking fountains.
11. Responsible for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those on for safety reasons, are turned off.
12. Moves furniture or equipment within buildings as required for various activities as directed by the Principal or Supervisor.
13. Keeps all floors in a clean and attractive condition and in a good state of preservation.
14. Maintains adequate inventory of cleaning, maintenance and custodial supplies and equipment. Reports monthly to Supervisor.
15. Submits time sheets, absence report, vacation schedules, daily checklists and other reports as required to Supervisor.
16. Assists with ground maintenance and lawn mowing at assigned building or athletic fields.
17. Trims shrubs and trees.
18. Assists with maintenance of tractors, mowers, etc.
19. Maintains the lining and preparation of Athletic Complexes:
 - A. McCormick
 1. Football fields
 2. Opens and secures field houses and gates

- B. High School
 - 1. Softball fields
 - 2. Soccer fields
 - 3. Baseball fields
 - 4. Band practice field
- C. Westwood
 - 1. To assist as needed district-wide, as directed by Supervisor
- 20. Coordinates with Supervisor:
 - A. Summer cleaning
 - B. Vacation
 - C. Cleaning Schedule
 - D. Maintenance needs
 - E. Coverage of events
- 21. Helps unload government commodities.
- 22. Set-up and tear down of district events, such as programs, graduation and musical events district wide.

Non-Essential Job Functions:

- 1. Maintains sanitary and fire hazard-free conditions.
- 2. Practices economy in the use of all utilities and supplies.
- 3. Maintains all grounds areas as assigned.
- 4. Supervises and completes all cleaning and maintenance functions in and around the building.
- 5. Makes periodic roof inspection to ensure clearing of roof drains, inspects for fractures in roof surfaces and inspects the operation of any roof top equipment.
- 6. Reports immediately to the Principal or Supervisor any damage or needed repairs, vandalism or theft.
- 7. If directed, remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and their attendance is required by the principal or their designee.
- 8. Performs other necessary duties including climbing ladders, lifting cases, unloading shipments and be able to operate power equipment as necessary.
- 9. Assists in the care of lawn and shrubs around building.
- 10. Performs such building repairs as necessary.
- 11. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

- 1. Knows and uses safe work procedures.
- 2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
- 3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
- 4. Participates actively in safety programs and training.
- 5. Reports accidents or injuries and near misses immediately to his/her Principal or Supervisor.
- 6. Reports to work in a condition to be able to work safely.
- 7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT: Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Supervisor or assigned Principal according to the Negotiated Agreement.

LATCHKEY ASSISTANT

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibilities.
2. High school diploma or equivalent.
3. Knowledge of children and their care.
4. Ability to work cooperatively with students, staff, and parents of the school community.
5. High moral and ethical character along with neat and clean appearance and confidentiality is necessary.
6. Pass the state-mandated criminal check.
7. Possess or be able to obtain educational aide certification from the Ohio Department of Education within six (6) months of date of hire.

DUTIES ASSIGNED BY:

Building Principal/Latchkey Director/Latchkey Coordinator

JOB GOAL: To assist in the day to day operation of the integrated school program working under the direction of teachers or other school personnel assigned, and to attend and assist in a safe, friendly efficient and courteous manner, the children attending Wellington Schools.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, speak and hear.
2. Is courteous and cooperative with students, staff, and parents.
3. Assists the Latchkey Coordinator in preparing and serving breakfast/snacks.
4. Maintains appropriate classroom/activity control.
5. Assists the Latchkey Coordinator in menu planning and grocery shopping when the Coordinator is unavailable.
6. Assists and works with individual students on each student's social skills and homework.
7. Assists the Latchkey Coordinator with crafts and other activities and, if Coordinator is not available, designs activities and shops for materials.
8. Maintains games, toys, and equipment and supervises their use.
9. Assists Latchkey Coordinator with bookkeeping and other clerical functions such as time cards, receipts, filing, expense claims, etc.
10. Walks students to and from school buses.
11. Cooperates with Latchkey Coordinator to provide a safe, pleasant, and constructive program for the students who attend.

Non-Essential Job Functions:

1. Reports any student who does not carry out instructions or who is acting in an unruly manner.
2. Assists students with clean up.
3. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.

4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all training sessions.

TERMS OF EMPLOYMENT:

Hourly rate and work year as per Negotiated Agreement.

EVALUATION:

At least annually by the assigned Principal or Superintendent according to the Negotiated Agreement.

LIBRARY TECHNICIAN

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Proficient typing skills.
3. Demonstrate aptitude or competence for assigned responsibilities.
4. High school diploma or equivalent.
5. Pass state-mandated criminal check.
6. May be required to have an educational and/or paraprofessional aide certificate.

DUTIES ASSIGNED BY: Principal/Assistant Principal/Librarian

JOB GOAL: Help maintain a well-organized and efficiently functioning library/media center.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Process orders, reports, bibliographies, forms, library schedules, letters to publishers, catalog cards.
2. Orders and receives books and equipment selected for purchase by the librarian.
3. Maintains files of catalog cards, vertical file material, publishers' catalogs and the like.
4. Assists individual students in locating reference materials and other instructional materials.
5. Operates the circulation desk and keeps complete circulation files.
6. Reads to small groups of children.
7. Assists teachers in locating materials pertinent to classroom projects and research papers.
8. Ability to see and speak.

Non-Essential Job Functions:

1. Assists in the annual inventory of library materials and equipment and the preparation of lists of missing books and books to be discarded.
2. Monitors attendance in the library and keeps attendance records.
3. Prepares current magazines for shelving and maintains the back-number stacks.
4. Keeps library materials and equipment in working order.
5. Maintains the library and its displays in a neat and attractive condition.
6. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal or Superintendent according to the Negotiated Agreement.

MAINTENANCE WORKER

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.
5. Asbestos training.
6. Ability to cooperate with employees, student, and the public and to supervise and direct employees.
7. Ability to maintain necessary records.
8. Knowledge of purchasing and inventorying supplies.
9. Working knowledge of plumbing, electrical, and mechanical needs.
10. Possess valid Ohio Driver's License.

PREFERRED:

1. Pass state-mandated low pressure (or higher) boiler operator license and maintains yearly renewals. The district shall pay for the classes and shall pay a yearly stipend of two hundred dollars (\$200) for maintaining this license.

REPORTS TO: Supervisor, Assigned Principal, or Superintendent

JOB GOAL: To ensure a safe and functional maintenance department.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. The ability to stoop, kneel, reach, crawl, lift (minimum of fifty [50] pounds), carry, push, pull, climb, balance and see.
2. Mows, trims, and weeds all school property.
3. Assists with the preparation and lining of fields for athletic events and assists custodial staff and Building and Grounds personnel in doing so.
4. Assists in grounds keeping, care and maintenance of equipment and assigning of such duties.
5. Responsible for the maintenance of building needs.
6. Assists head custodian with snow removal on front sidewalks at schools. High School walk from front circle to North Main; McCormick front walk along South Main; Westwood front walk along Union Street and other as assigned by the Supervisor, Assigned Principal, or Superintendent.
7. Shovels and/or plows snow and salts walks, parking areas and steps as needed.
8. Assists with maintenance and cleaning needs at school buildings as assigned by Supervisor, Assigned Principal, or Superintendent. – (specifically field houses and athletic field grounds)
9. Upholds Board policies and follows administrative procedures.
10. Promotes a favorable image of the school District. Supports community partnerships that enhance district programs and services.
11. Monitors building conditions during working hours. Recognizes when problems may be developing (e.g., unusual odors, noises, leaks, etc.) Immediately reports suspected problems and/or unsafe conditions. Maintains clear routes to fire exits.
12. Repairs structures, equipment, and furnishings. Installs equipment. Performs preventive maintenance procedures.

13. Consults with the Maintenance Supervisor, building principal, or Superintendent as needed to ensure compliance with building codes and ADA accessibility standards.
14. Keeps the Maintenance Supervisor, building principal, or Superintendent informed about work progress. Avoids disrupting building activities except during emergencies.
15. Anticipates maintenance needs and replenishes supplies to avoid work schedule interruption.
16. Inspects HVAC equipment as directed. Maintains boiler logs. Helps prepare boilers for annual inspection and summer shutdown.
17. Picks-up and delivers equipment, materials, and other supplies as directed.
18. Inspects safety equipment (e.g., emergency lights, alarm systems, ground fault protectors, etc.) as directed.
19. Acts responsibly to protect district equipment and property. Takes appropriate action during adverse weather conditions. Responds to building emergencies as requested.
20. Wears appropriate work attire and maintains a neat appearance.
21. Performs other specific job-related duties as directed.

Non-Essential Job Functions:

1. Maintains sanitary and fire hazard-free conditions.
2. Practices economy in the use of all utilities and supplies.
3. Makes periodic roof inspections to ensure clearing of roof drains, inspects for fractures in roof surfaces and inspects the operation of any roof top equipment.
4. Reports immediately to the Principal or Supervisor any damage or needed repairs, vandalism or theft.
5. If directed, remains on the school premises during school hours when the use of the building has been authorized and their attendance is required by the principal or their designee.
6. Performs other necessary duties including climbing ladders, lifting cases, unloading shipments and be able to operate power equipment as necessary.
7. Assists in the care of lawn and shrubs around building.
8. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near-misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Superintendent or immediate supervisor according to the Negotiated Agreement.

PARAPROFESSIONAL

QUALIFICATIONS:

1. Neat in appearance, good human relations, of good moral character.
2. Working knowledge of:
 - a. Application of an age appropriate curriculum
 - b. Age appropriate adult-child interaction
 - c. Appropriate and positive home-program relations
3. Demonstrates aptitude or competence for assigned responsibilities.
4. High school diploma or equivalent.
5. Paraprofessional Aide certificate.
6. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Principal/Professional Staff Member

JOB GOAL:

To assist in the day to day operation of the integrated school program working under the direction of teachers or other school personnel assigned, and to attend and assist in a safe, friendly efficient and courteous manner, the children attending Wellington Schools.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, hear and speak.
2. Maintain confidentiality.
3. Check and record student attendance.
4. Collect and record collection of money.
5. Catalog and file instructional materials and maintain an inventory of supplies and equipment and prepare orders for requisitions for needed materials.
6. Distribute and collect materials for instruction.
7. Assist and evaluate students in knowledge and skills.
8. Read to students, listen to students read and participate in other forms of oral communication (storytelling, singing, etc.).
9. Help students master equipment or instructional materials assigned by the teachers.
10. Observe students during play and record anecdotes. This is an important part of keeping the parents informed of the child's progress.
11. Assist students in classroom centers.
12. Attend in-service training as required.
13. Help maintain a clean environment in the classroom by complying with the Health Department rules and regulations.
14. Be familiar with rules and regulations established by the Board of Education.
15. Grade papers; prepare instructional materials and bulletin boards at the direction of the assigned professional staff member.

Non-Essential Job Functions:

1. Assist with the supervision of students during lunch periods, assemblies, play, restroom breaks, and on field trips.
2. Aid in the maintaining of discipline.
3. Operate equipment used in the classroom for instructional purposes.
4. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year to be established by Negotiated Pay Scale.

EVALUATOR/SCHEDULE:

At least annually by the Principal or Superintendent according to the Negotiated Agreement.

PLAYGROUND MONITOR

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibilities.
2. High school diploma or equivalent.
3. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Building Principal

JOB GOAL:

To provide supervision of students during non-instructional time so as to eliminate danger of accidents.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, speak and hear.
2. Supervises children on playgrounds and in buildings, as assigned.
3. Confines students to designated areas.
4. Is courteous and cooperative with the students and general public.
5. Is always at assigned post for specified hours.

Non-Essential Job Functions:

1. Reports any dangerous conditions to the Principal.
2. Reports any students who do not carry out instructions or are acting in an unruly fashion.
3. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly rate, as determined by placement on Negotiated Pay Scale.

EVALUATOR/SCHEDULE:

At least annually, by assigned Principal or Superintendent according to the Negotiated Agreement.

SECRETARY

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. High school diploma or equivalent.
3. Proficient typing skills and able to operate office equipment.
4. Demonstrate aptitude or competence for assigned duties.
5. Good mental and physical health.
6. Trustworthiness and confidentiality.
7. Computer and technological literate state.
8. Pass state-mandated criminal check.

DUTIES ASSIGNED BY: School Principal to whom secretary is assigned.

JOB GOAL: To assure the efficient operation of the school office.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Maintains required student records.
2. Obtains, maintains and organizes pertinent data as needed, and puts it into useable form, i.e., EMIS.
3. Performs any bookkeeping tasks associated with the specific position, i.e. petty cash account, P.O.'s, cash deposits.
4. Greets visitors courteously, and determines the purpose of their visit, checks appointments, and directs or escorts them to the proper person.
5. Maintains confidentiality.
6. Types and/or prepares such reports, correspondence and data as assigned.
7. Distributes student medicines pursuant to Negotiated Agreement.
8. Ability to speak, see and hear.

Non-Essential Job Functions:

1. Distributes inter-office and intra-office messages and mail.
2. Places and receives telephone calls and records messages.
3. Maintains a daily attendance log LEECA – call absentees not reported to office.
4. Maintains an up-to-date filing system so that incoming items are easily located.
5. Maintains an inventory of supplies and equipment and assists the principal in ordering and processing needed supplies.
6. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the Principal, Assistant Principal or Superintendent according to the Negotiated Agreement.

SHUTTLE MONITOR

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibilities.
2. High school diploma or equivalent.
3. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Building Principal

JOB GOAL:

To provide supervision of students during non-instructional time so as to eliminate danger of accidents.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Ability to see, speak and hear.
2. Supervises children waiting for shuttle bus.
3. Supervises children arriving from shuttle bus.
4. Confines students to designated areas.
5. Is courteous and cooperative with the students and general public.
6. Is always at assigned post for specified hours.

Non-Essential Job Functions:

1. Reports any dangerous condition to the Principal.
2. Reports any students who do not carry out instructions or are acting in an unruly fashion.
3. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly rate and work year as per Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by the assigned Principal, Assistant Principal or Superintendent according to the Negotiated Agreement.

SPECIAL EDUCATION AIDE

QUALIFICATIONS:

1. Physical and mental aptitude for successful fulfillment of assigned responsibilities.
2. High school diploma or equivalent.
3. Ability and aptitude to work with children with special needs.
4. Ability to work cooperatively with students, staff, and parents.
5. Possess or be able to obtain an Educational Aide certification from the Ohio Department of Educations within six (6) months of date of hire.
6. Ability to work with minimal supervision in enrollee's homes or other, non-classroom settings.
7. Valid Ohio driver's license.
8. Pass state-mandated criminal check.

DUTIES ASSIGNED BY:

Building Principal/Professional Staff Member

JOB GOAL:

Aids and assists members of the certified staff in implementing and maintenance of goals and objectives of enrollee's program. Assists and implements prescribed instruction and/or supervision of enrollees in school, community, and other training sites.

PERFORMANCE RESPONSIBILITES:

Essential Job Functions:

1. Implements prescribed instruction, behavior management programs, and training techniques as directed for assigned students within the special education program.
2. Documents progress of individual assigned students and assists teacher in the preparation and maintenance of written records and reports, related to, but not limited to, student attendance, program objectives, and behavioral progress data.
3. Provides direct care and supervision of students within the special education program, such as assisting in feeding, personal hygiene activities, toileting, dressing/undressing, positioning, transporting, transferring, etc.
4. Transports students in a safe manner and according to individual needs, such as, two person transfer, utilization of sling or hydraulic lift.
5. Transports students or provides hands-on assistance to students during field trips or other bus trips.
6. Assists with loading and unloading of student(s) assigned. Monitors and operates physical assistance equipment in a safe and effective manner. Guides and directs student(s) to assigned areas, assists with removal and dressing of outer garments. Delivers or ensures delivery of clothing, lunches, notes, etc. to appropriate locations.
7. Maintains up-to-date knowledge and certification by reading professional literature, attending conferences and seminars.
8. Assists the teacher in implementing daily lesson plans for assigned students which meet objectives as established by students' programs.
9. In accordance with district policies, performs medical/nursing procedures, dispenses medications, and safely handles blood and bodily fluids.
10. Attends and participates in in-service training sessions, staff meetings, team meetings, behavior conferences, etc.

11. Communicates positively and effectively with verbal and non-verbal students, co-workers, parents, and citizens.
12. Observes professional ethics.
13. May be required to transport students.
14. Performs cleaning tasks appropriately as required, such as sanitizing, mopping, sweeping, etc.
15. Personnel working at Murray Ridge shall follow the rules at Murray Ridge.

Non-Essential Job Functions:

1. Move or reposition furniture.
2. Clean walls/windows.
3. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly rate and work year as per Negotiated Pay Scale.

EVALUATOR/SCHEDULE:

At least annually by the assigned Principal, Assistant Principal or Superintendent according to the Negotiated Agreement.

SPECIAL NEEDS BUS AIDE

QUALIFICATIONS:

1. Neat in appearance, good human relations, reliable and honest.
2. Demonstrate aptitude or competence for assigned responsibilities.
3. High school diploma or equivalent.
4. Pass state-mandated criminal check.
5. Physical capability of safely and appropriately lifting and managing preschool and special needs children when necessary.
6. Ability to cope with stressful situations as related to preschool and special needs children.
7. Possessing or upgrading skills through formal and/or in-service training related to transportation of preschool and special needs children.

DUTIES ASSIGNED BY:

Transportation Supervisor/Bus Driver

JOB GOALS:

To maintain a calm and safe atmosphere with special needs and IEP students. To know the disability of each student and what is involved in handling of their special needs. To provide safe and efficient transportation.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Maintain confidential information of students.
2. Ability to work with driver to promote a positive working environment and team.
3. Ability to speak, see and hear.
4. To know proper use of securements for safety restraints, wheelchairs, seat belts.
5. Assist in securing passengers aboard unit.
6. To do a cross-over procedure with students when necessary for loading and unloading.
7. Assist in loading, unloading, and transferring students to their destinations.
8. Supervise pupils and maintain orderly behavior.
9. Enforce all bus regulations.
10. Maintain discipline and noise level while the bus is in transit.
11. Report any concerns regarding students to the school or teacher.
12. Know the procedures and be physically capable to evacuate students in an emergency situation.
13. Upon request, provide route information that includes driver directions for the best way to reach a location, for either a substitute bus driver or a newly assigned bus driver.
14. Occupy the seat that provides the best opportunity for supervision and student protection while the bus is in transit.
15. Inspects harnesses, restraints, and other safety devices and reports any unsafe conditions or defective device to driver and Transportation Supervisor.

Non-Essential Job Functions:

1. Assist in emergency first aid, if needed.
2. Reports undisciplined students to bus driver and Transportation Supervisor.
3. Assist in securing outside aid during an apparent bus breakdown or other emergency. Do not leave students on bus alone.
4. Attends in-service meetings as required.
5. Performs other duties as reasonably related to the position.

OSHA JOB RESPONSIBILITIES:

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee and public safety.
3. Informs his/her Supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety programs and training.
5. Immediately reports accidents, injuries and near misses to his/her Supervisor.
6. Reports to work in a condition to be able to work safely.
7. Attends all scheduled training sessions.

TERMS OF EMPLOYMENT:

Hourly and work year as established by the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually by Transportation Supervisor or Superintendent according to the Negotiated Agreement.

STUDY HALL MONITOR/PARAPRO

QUALIFICATIONS:

1. Parapro certification required.
2. Teacher Aide certificate.
3. High school diploma or equivalent.
4. Pass State-mandated criminal and health checks.
5. Trustworthiness and honesty.
6. Able to maintain confidentiality.
7. Good mental and physical health.
8. Demonstrate aptitude or competence for assigned responsibilities.
9. Attendance record from previous employer(s).
10. Comply with Board policies and all State and Federal requirements.
11. Good communication skills.

DUTIES ASSIGNED BY: Principal/Assistant Principal/Dean of Students

JOB GOAL: To assure efficient operation of study halls.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Keep accurate attendance records by class period and maintain log of students' comings and goings.
2. Maintain accurate seating charts.
3. Enforce all school rules and policies at all times.
4. Report missing students to the office.
5. Encourage students to study and/or read.
6. Assist staff when needed and appropriate in crowd control activities during special events.
7. Maintain order and appropriate study hall atmosphere at all times.
8. Work with staff to ensure students are accounted for when not in study halls.
9. Answer routine questions regarding subject matter, direct students to resources.
10. Keep updated on emergency situations (fire drills, crisis manual, etc.).
11. Communicate issues and problems with administration.
12. Utilize safe work procedures and report accidents in a timely manner.

Non-Essential Job Functions:

1. Maintain a professional demeanor in all situations and exercise respect for all.
2. Manage disruptive student behavior.
4. Report all incidents in a timely manner.
5. Maintain confidentiality regarding staff, students and parents.
6. Greet students and staff courteously.
7. Use communication devices in a professional manner.
8. Actively participate in professional development, training activities and required drills.
9. Recognize job hazards and utilize proper precautions to assure personal and group safety.
10. Attend all scheduled training sessions scheduled during work time.
11. Maintain a high degree of visibility in assigned areas by:
 - a. Roaming assigned areas when occupied by students.
 - b. Demonstrate engagement in assigned area.
 - c. Function in a way that does not create "patterning" for students or possible intruders.

12. Provide a role model for students.
13. Performs other duties as reasonably related to the position.

TERMS OF EMPLOYMENT:

Hourly rate per the Negotiated Agreement.

EVALUATOR/SCHEDULE:

At least annually, by assigned Principal or Assistant Principal, according to the Negotiated Agreement.

TRANSPORTATION COORDINATOR

QUALIFICATIONS:

1. High school diploma, plus some tech school training in operations and management of transportation operations preferred.
2. Experience in bus driving and related activities.
3. Ability to cooperate with employees, students, and the public and to supervise and direct employees.
4. Ability to maintain necessary records required by law.
5. Knowledge of purchasing and inventorying supplies for transportation needs.
6. A high degree of morality, character and trustworthiness and confidentiality.
7. Knowledge and understanding of student transportation and routing.
8. Knowledge and understanding of collective bargaining agreements as they relate to transportation.
9. Knowledge and understanding of transportation Rules and Regulations of the Ohio Department of Education.
10. Knowledge and understanding of State of Ohio and U.S. Department of Transportation laws and regulations.
11. Pass the state mandated criminal check.
12. Pass the Wellington Exempted Village School District's Substance Abuse check.
13. Pass and maintain valid CDL school bus driver endorsement license and any other State or Federal licensure required.

REPORTS TO: Superintendent of Schools

COORDINATES: Bus Drivers and Routes

SENIORITY: Previous seniority status will remain active while acting as Coordinator.

JOB GOAL: To assure the safe and smoothly functioning transportation of students.

PERFORMANCE RESPONSIBILITIES:

Essential Job Functions:

1. Coordinates all transportation for the school system.
2. Assists with inspection of all vehicles.
3. Responsible for driving busses to and from bus bullpen for maintenance and repairs.
4. Requisitions needed materials and supplies to operate the transportation department.
5. Serves as the first substitute driver.
6. Calls substitute employees when regular employees are absent.
7. Makes recommendations to the Superintendent for major purchases.
8. Informs drivers of operational procedures on all buses.
9. Assists the Superintendent in setting bus routes and pick-up procedures to be followed by all buses.
10. Furnishes all data for state and local reports.
11. Schedules extra trip drivers according to established procedure.
12. Maintains knowledge of and follows all agreements as set forth by the negotiated agreement with WSS.

13. Maintains current knowledge of those Board of Education policies and procedures, which apply to the Transportation Department and ensures that the staff follows those procedures and policies.
14. Maintains a current and up-to-date Ohio Drivers license, as well as a valid Department of Transportation CDL endorsement.
15. The Superintendent may assign any other duties within the department.

Non-Essential Job Functions:

1. Ability to operate copiers and similar office equipment.
2. Ability to handle and work with mechanical tools used to repair School District's fleet of vehicles.
3. Performs other duties as reasonably related to the position.

OSHA RESPONSIBILITIES:

1. Monitors and enforces compliance with School District's safety rules, policies, regulations, and procedures.
2. Counsels employees on safety.
3. Recommends budget to Superintendent to adequately fund department safety needs.
4. Performs department safety inspections.
5. Provides department leadership to stimulate and maintain a positive safety environment.
6. Coordinates and ensures employee safety performance.
7. Provides proper safety, operation, and maintenance procedures.
8. Investigates, reports, and evaluates accidents; takes corrective actions to avoid recurrence.
9. Participates in and coordinates with Safety Committee.

PHYSICAL AND ENVIRONMENTAL RESPONSIBILITIES OF THE JOB:

1. Physical demands to perform the job:
 - a. Ability to operate and drive all types of buses within the School District's fleet.
 - b. Ability to see, corrected or uncorrected is required.
 - c. Ability to hear, corrected or uncorrected is required.
 - d. Ability to bend over, crawl under and climb up and on various types of school buses.
 - e. Ability to speak and be understood is required.
2. Environmental demands to perform job:
 - a. Potential exposure to human blood, bodily fluids, tissue or other potentially infectious materials.
 - b. Potential exposure and handling of automotive fuels, fluids, and lubricants.
 - c. Ability to perform essential job functions in light to moderate background noise.
 - d. Potential exposure to unruly students or adults.

TERMS OF EMPLOYMENT:

Seven (7) hours per day/two hundred (200) days per year

EVALUATION:

At least annually, by the Superintendent

**WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT
BUS DRIVER**

SUBSTANCE ABUSE POLICY

I. BACKGROUND

The abusive use of drugs, alcohol, prescription medications and controlled substances is a major social problem in the United States that has permeated all aspects of American society including the workplace. In addition to the personal and family problems inherent with substance abuse, our economy and individual businesses suffer from lost productivity quality and safety.

Wellington Exempted Village School District feels a strong responsibility to its citizens, the general public, and employees to focus on the problem of personnel substance abuse. As the Wellington Exempted Village School District recognizes the importance of maintaining public safety, operational efficiency and service, and when an element such as substance abuse threatens these objectives, we must take the necessary action to deter the threat.

II. OBJECTIVE

The policy establishes the appropriate directions of substance abuse situations recognizing our responsibility in the area of job safety, operational efficiency and service and public safety. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of this national problem; particularly when the problem concerns our employees.

III. APPLICABILITY

A. Employees

1. This policy applies to all employees in safety sensitive classifications, including school bus drivers of the Wellington Exempted Village School District.

B. Substances

1. Examples of substances generally considered to be substances subject to abuse and covered by this policy are:
 2. Marijuana metabolites
 3. Amphetamines
 4. Cocaine metabolites
 5. Opiate metabolites
 6. Phencyclidine
 7. Alcohol

IV. POLICY

The Wellington Exempted Village School District will utilize testing as a means of detecting substance abuse in the workplace and will control this situation by appropriate follow-up action. **ALCOHOL AND DRUG ABUSE WILL NOT BE TOLERATED IN THE WORKPLACE AND ITS PRESENCE MAY RESULT IN THE TERMINATION OF AN EMPLOYEE.** Testing can occur during a periodic physical examination, systematic random testing without notice, or as a result of observations of an individual's performance on the job which reveal a 'reasonable basis to believe' he/she is under the influence of a controlled substance(s) and/or alcohol. All applicants being considered for employment with the Wellington Exempted Village School District will, as a part of their pre-employment physical, undergo substance abuse testing.

V. PRE-EMPLOYMENT TESTS

- A. Tests will be administered before an employee performs any safety-sensitive functions for the employer.
- B. The tests will be required of an applicant only after he/she has been offered a position. Employment with the Wellington Exempted Village School District is conditional upon the applicant receiving a negative alcohol and drug test result.
- C. Exceptions may be made if the employee has had an alcohol test administered in accordance with federal regulations within the previous six months and the School District insures that no prior employer of whom the School District has knowledge has records showing a violation of the alcohol use rules within the past six months.
- D. An employee also may be exempt from the pre-employment drug test if he has participated in a drug testing program with thirty (30) days prior to the application for employment and while participating in the program either in a random drug testing program in the previous twelve (12) months, provided that the School District has been able to make all verifications required by law.

PERIODIC EMPLOYMENT TESTING

- A. Some employees will be required to undergo periodic substance abuse tests as part of a recurrent physical examination. Employees who are not required to submit to a yearly physical examination may, nevertheless, be required to submit to a periodic substance test and physical every two (2) years.
- B. Individuals subject to a periodic employment testing will be given a written notice of such test at least twenty-four (24) hours prior to the administration of the test. The individual is required to sign for this notice. Where an employee is properly provided notice of the test but elects to take the examination prior to the passage of twenty-four (24) hours, and tests positive, will have the opportunity of rehabilitation.
- C. In the case of required physical examinations (due to medical leaves of thirty days or more), and the Wellington Exempted Village School District is unable to provide at least twenty-four (24) hours written notice prior to the physical examination, the individual shall nonetheless be required to take the physical examination, with a substance test.

- D. In cases where an employee is using medication prescribed by a physician, that person has an affirmative responsibility to advise the physician of the nature of their job responsibilities and duties (see Exhibit A). If the physician advises that any impairment may be involved by taking the medication, the individual must advise the Wellington Exempted Village School District of the impairment before returning to his or her position.
- E. Each local clinic or doctor administering physicals to employees shall administer the drug test (urinalysis) as outlined in the procedural check list (Appendix II).
- F. Voluntary request for assistance as described in Section IX can only be made prior to a test. The Wellington Exempted Village School District reserves the right to determine whether an employee should be provided rehabilitation or disciplinary action (suspension and termination) based upon a positive test.

VI. POST-ACCIDENT TESTS

- A. Alcohol and controlled substance tests will be conducted in the time limits imposed by the federal regulations for commercial driver's license after an accident on any driver who:
 - 1. Was performing safety-sensitive functions with respect to the vehicle if the accident involved loss of human life.
 - 2. Received a citation under state or local law for a moving traffic violation arising from the accident.
- B. No employee involved in an accident may use alcohol for eight (8) hours after the accident or until after he/she undergoes a post-accident alcohol test, whichever occurs first.
- C. If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours after the accident, the School District will prepare and maintain records explaining why the test was not conducted.
- D. Tests conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided that conform to applicable legal requirements and are obtained by the School District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.
- E. Before any driver operates a commercial motor vehicle, the School District will provide him with post-accident procedures that will make it possible to comply with post-accident testing requirements.

VII. PERIODIC TESTING WITHOUT NOTICE

- A. All employees are subject to periodic drug testing without notice. If an employee refuses to take the drug test, the employee may be subject to discharge or suspension at the discretion of the School District.

- B. Tests will be conducted on a random basis at unannounced times throughout the year. Random tests for alcohol will be conducted just before, during or just after the performance of safety-sensitive functions. Random tests for drugs do not have to be conducted in immediate time proximity to performing safety sensitive functions. Once notified of selection for drug testing, a driver must proceed to a collection site to provide a urine specimen.
- C. Employees will be selected by a scientifically valid random process, and each employee will have an equal chance of being tested each time selections are made. The number of employees selected for random testing will be in accordance with federal regulations concerning commercial driver's license.

VIII. VOLUNTARY REQUEST FOR ASSISTANCE

We have an obligation to our employees and citizens to assure that the problem of substance abuse is controlled in our workplace. Part of that responsibility is to provide assistance to those employees who recognize they have a substance abuse problem, but also know they need help and support to solve it.

Employees may voluntarily request assistance from the School District in solving a substance abuse problem at any time prior to a test being administered in accordance with the above provisions without fear of immediate termination as set forth in this policy. Such request should normally be directed to the Superintendent of Schools in complete confidentiality.

Sick leave or unpaid leaves of absence to correct a substance abuse situation may be granted in conjunction with request for assistance. Such sick leave or unpaid leave will be consistent with Ohio law and the Federal Family Medical Leave Act.

After assistance has been requested, granted and received, if not completed, the provisions of this section exempting individuals receiving assistance from termination will no longer apply.

IX. REASONABLE CAUSE TESTING

- A. In cases in which an individual is observed acting in an abnormal manner and where there exists a 'reasonable cause to believe' that the individual is under the influence of controlled substances and/or alcohol, the School District may require the person to go to a medical facility to provide urine specimens for Laboratory testing. Under normal circumstances, a 'reasonable cause to believe' observation should be made directly by a School District administrative or supervisory employee.
- B. An employee who is required to undergo 'reasonable cause to believe' testing must be accompanied by a School District representative to the local clinic or medical facility.
- C. Tests must be conducted when a properly trained supervisor or school official has reasonable suspicion that the employee has violated the School District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of chronic and withdrawal effects of controlled substances.

- D. Alcohol tests will be authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the School District will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests will terminate after eight (8) hours.
- E. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.
- F. A supervisor or school official who makes a finding of reasonable suspicion also must make a written record of his observations leading to a reasonable suspicion drug test within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
- G. “Reasonable Cause” Test Procedure
 - 1. “Reasonable cause to believe” tests shall consist of the laboratory analysis or urine specimens. Such analysis must be made by a NIDA certified laboratory.
 - 2. Urine specimens will be drawn by appropriate medical personnel.
 - 3. At the time the specimens are taken, the individual to be tested shall be given a copy of the specimen collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Superintendent of Schools. Refusal to sign the consent form or to provide a specimen will subject the individual in question to disciplinary actions up to and including discharge.
 - 4. The urine specimen should then be collected in accordance with the procedure set forth in Appendix I. The urine specimen shall then be placed in the transportation container.
 - 5. The transportation container shall then be sealed in the individual’s presence and initialed by the tested individual. The container should then be sent on that day or the next normal business day via air courier or other available means to a NIDA certified laboratory.

NOTE: The key to protecting all parties to the testing process is strict maintenance of the chain of possession. Such requires the immediate labeling and initialing of the specimen in the presence of the tested individual. If each container is received at the Laboratory in an undamaged condition with properly sealed, labeled, and initialed specimens, as certified by the laboratory, appropriate action may be taken based upon properly obtained laboratory results.

X. APPROPRIATE ACTION IN SITUATIONS OF SUBSTANCE ABUSE

The Wellington Exempted Village School District recognizes the serious consequences of a dismissal/termination of an individual. However, the exposure of co-employees and/or the general public to injury or death by a substance abuser may warrant such action. The Wellington Exempted Village School District is acutely aware of its responsibility in this area. Employees must also be mindful of their responsibility to approach the performance of their jobs free of drugs or alcohol.

If an employee tests positive to the substance abuse test, he or she will be afforded the opportunity to attend a rehabilitation program at the employee's expense or the employer's if provided by health coverage program. Rehabilitation must be completed to the satisfaction of the physician in charge of the rehabilitation program.

Medical leave of absence will be granted at least twice in the event of substance abuse. Said leaves of absence shall be paid or unpaid, depending upon the employee's availability of accrued sick leave. The granting of such leave of absence shall not apply to employees convicted of a criminal drug or alcohol offense.

After satisfactorily completing a prescribed period of rehabilitation, the employee will be put back to work following a negative drug test. Said employee may be tested at least six (6) times during the following twelve (12) month period without notification. Any employee testing positive following rehabilitation will be subject to appropriate disciplinary action.

XI. RETURN TO DUTY TESTS

- A. A drug or alcohol test will be conducted when an employee who has violated the School District's drug or alcohol prohibition returns to performing safety sensitive duties.
- B. Employees whose conduct involved misuse of drugs may not return to duty in a safety sensitive function until the return to duty drug test produces a verified negative result.
- C. Employees whose conduct involved alcohol may not return to duty in a safety sensitive function until the return to duty alcohol test produces a verified result that meets federal and School District standards.

XII. FOLLOW-UP TESTS

An employee who violates the district's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing will be conducted just before, during or just after the time when the employee is performing safety sensitive functions.

XIII. RECORDS

Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee will receive copies of any records pertaining to his use of drugs or alcohol, including any records pertaining to his drug or alcohol tests. The employee will make records available to a subsequent employer or other identified persons only as expressly requested in writing.

XIV. NOTIFICATIONS

- A. Each employee will receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the School District's policy and regulations for meeting these requirements. Representatives of employee organizations will be notified of the availability of this information. The information will identify:
1. The person designated by the School District to answer employee questions about the materials.
 2. Categories of employees who are subject to the drug and alcohol testing requirements.
 3. Sufficient information about the safety sensitive functions performed by employees to make clear for what period of the work day employee compliance is required.
 4. Specific information concerning employee conduct that is prohibited.
 5. Circumstances under which an employee will be tested for drugs and/or alcohol.
 6. Procedures that will be used to test for the presence of drugs and alcohol, protect the employee and the integrity of the testing processes, safeguard the validity of test results and insure that test results are attributed to the correct employee.
 7. The requirement that an employee submit to drug and alcohol tests administered in accordance with federal regulations.
 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
 9. Consequences for employees found to have violated the drug and alcohol prohibitions including the requirement that the employee be removed immediately from safety sensitive functions and the procedures for referral, evaluation and treatment.
 10. Consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04.
 11. Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; external and internal signs and symptoms of a drug or alcohol problem, and available methods of intervening when a drug or alcohol problem is suspected including confrontation, referral to an employee assistance program and/or referral to administrative officials.
- B. 1. Each employee must sign a statement certifying that he has received a copy of the above materials.
2. The School District will inform employees before drug and alcohol tests are performed.

3. The School District will notify an employee of the results of a pre-employment drug test if the employee requests such results within sixty (60) calendar days of being notified of the disposition of his employment application.
4. The School District will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The School District also will tell the employee which controlled substances were verified as positive.

Employees will inform their supervisors if at any time they are using a controlled substance, which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the employee that it will not adversely affect his/her ability to safely operate a commercial motor vehicle or to work in a safety sensitive job function.

XV. ENFORCEMENT

- A. Any employee who refused to submit to post-accident, random, reasonable suspicion or follow-up tests will not be allowed to perform or continue to perform safety sensitive functions.
- B. An employee who in any other way violates district prohibitions related to drugs and alcohol will receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee will be evaluated by a substance abuse professional who will determine what help, if any, the employee needs in resolving such a problem.
- C. Any substance abuse professional who determines that an employee needs assistance will not refer the employee to a private practice, person or organization in which he has a financial interest except under circumstances allowed by law.

Before the employee is returned to safety sensitive duties, if at all, the School District must insure that the employee:

1. Has been evaluated by a substance abuse professional
2. Has complied with any recommended treatment
3. Has taken a return-to-duty drug and alcohol test with a result indicating an alcohol concentration level of less than 0.02. Is subject to unannounced follow-up drug and alcohol tests. The number and frequency of such follow-up testing will be as directed by the substance abuse professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

APPENDIX I

DRUG SCREENING REQUIREMENTS

I. PERIODIC EMPLOYMENT TESTING KITS

- A. The contents of the periodic employment testing kit shall be as follows:
1. Screw-capped, self-sealing, tamper-resistant urine collection bottle.
 2. Security seal for sealing and initialing the urine bottle.
 3. Instructions for urine collection.
 4. Chain of possession form, with space for listing "current" medication(s), including prescription and non-prescriptions (for example, over-the-counter) medications.
 5. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- B. The chain of possession form in the urine collection kit shall be completed by the clinic personnel (or by the local employing/contracting managers for pre-employment testing) and returned to the kit before sealing the entire kit. The exterior urine collection kit shall then be secured (for example: by placing nylon-reinforcing shipping seals over the outlined tab area or sealing the flaps if so provided). If possible have the individual tested initial the nylon seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to "A" and "B" above. Alternatively, the individual to be tested shall be given a random choice of the available kits.

II. LABORATORY TEST REQUIREMENTS

A. Initial Test

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these given drugs or classes of drugs.

Initial Test Cutoff Levels (ng/ml)

<u>Marijuana metabolites</u>	<u>100</u>
<u>Cocaine metabolites</u>	<u>300</u>
<u>Opiate metabolites</u>	<u>300*</u>
<u>Phencyclidine</u>	<u>25</u>
<u>Amphetamines</u>	<u>1,000</u>
<u>Alcohol</u>	<u>.04</u>

*25 ng/ml if immunoassay specific for free morphine.

These cutoff levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant identification of these substances at other concentrations.

B. Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than the highest standard curve value.”

Confirmatory Test Cutoff Levels (ng/ml)

<u>Marijuana metabolites</u>	<u>15</u>
<u>Cocaine metabolites</u>	<u>150</u>
Opiates:	
<u>Morphine</u>	<u>300</u>
<u>Codeine</u>	<u>300</u>
<u>Phencyclidine</u>	<u>25</u>
Amphetamines:	
<u>Amphetamine</u>	<u>500</u>
<u>Methamphetamine</u>	<u>500</u>
<u>Alcohol</u>	<u>.04</u>

These cutoff levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant identification of the substances at other concentrations.

C. Prescription and Non-Prescription Medications

The individual tested shall note, on a form furnished by the Wellington Exempted Village School District, the use of any prescription or non-prescription medications before any test is given. The Wellington Exempted Village School District may require the individual to provide evidence that a prescription medication has been lawfully prescribed by a physician. Through the use of the above described laboratory procedures, the laboratory will report significant presence of all prescription and non-prescription medications.

APPENDIX II

CLINIC CHECK LIST

The following instructions tell how to collect and package a urine sample for the Wellington Exempted Village School District physical. Follow each step exactly. Give the employee only the Specimen Collective Procedure sheet.

IMPORTANT: Stay in the employee's presence if possible during the entire process of taking the sample, bottling it, and packaging it for mailing. If the employee objects to a person in the room during collection, be certain the employee cannot contaminate or dilute the specimen.

RESPONSIBILITY ACTION

Doctor or Technician

1. Make sure the air courier package from the employee contains (in addition to this clinic checklist):
 - Shrink-wrapped urine collection kit.
 - Analysis report form with employee's name, age, sex, and type of test filled in.
 - Copy of notification letter (Exhibit A or N).
 - Specimen Collection Procedure sheet.

NOTE: In some cases, the air courier packages and urine collections kits will be provided directly to the local clinic by the Agency.

2. Make sure the name on the analysis report form matches the name written on the notification letter. Additional personal identification must be verified by checking the driver's license.

NOTE: If the name doesn't match, call the Superintendent of Schools and don't go on with the test, or the physical.

3. Take the shrink-wrap off the kit in front of the employee.
4. Have the employee fill out the sealing label that was inside the kit, and set the sealing label and piece of shipping tape aside.
5. Give the employee the Specimen Collection Procedure sheet.
6. Have the employee void directly into the specimen bottle from the urine collection kit, and screw on the cap from the kit.

NOTE: If possible, observe the employee give the sample.

7. If you couldn't observe the sample being given, check the capped bottle for a normal specimen color and temperature.
8. Immediately have the employee place the filled-out seal on the capped bottle so the seal sticks to both the bottle and the cap.

9. Tear off the two control number tabs at the end of the analysis report form, and stick one to the urine bottle and one to the outside of the kit.
10. Put the capped and sealed specimen bottle back in the kit.
11. Fill in the time and date of collection in the shaded area of the analysis report form, and tear off the back (pink copy) of the form for your records.
12. Fill in the Chain of Possession form that was in the kit.
13. Enclose medication form filled out by employee.
14. Put the completed Chain of Possession form and the analysis report form (yellow copy) in the kit with the specimen bottle, close the lid, and seal the kit with the shipping tape so the tape sticks to the top and front or top and one side of the kit.

NOTE: Don't worry about covering up the lab name and address since the kit will be mailed in an air courier package.

15. Have the employee initial the shipping tape.

NOTE: If he refuses to initial the tape, initial it yourself and note the refusal.

16. Put the air courier Airbill in the pocket on the package, put the sealed kit inside the package, and seal up the package for mailing (only the used kit should be in the package.)
17. Call the air courier to tell them you have a pick-up.
18. Go on with the rest of the required physical.
19. When you have completed the physical, mail the Procedure Compliance letter and other papers to the Superintendent of the Wellington Exempted Village School District.
20. Mail the completed physical exam (and completed form and certificate) to the _____. If the physical exam is not passed, please notify the local office by phone. The notification form, signed by a clinic representative must also be returned to the local office.

All drug scan tests will be sent to:

EXHIBIT A

**PERIODIC EMPLOYMENT TESTING/PERIODIC TESTING
WITHOUT NOTICE**

(Notification/Instructions/Receipt/Release)

NOTIFICATION OF TESTING:

Name of Employee (Print)

Date of Notification

The undersigned hereby acknowledges that he or she may be periodically scheduled to take recurrent physical examinations in conjunction with their continued employment with the Wellington Exempted Village School District. This recurrent physical examination, if required, will include a urine test to determine the presence of alcohol and/or controlled substances. The undersigned hereby consents to such urine drug test and further agrees to keep a record of the use of prescription and non-prescription medications from the time of notification of the recurrent physical examination to the time of the test. The undersigned further acknowledges that he or she may be required to take a urine test for drug testing without notice. The undersigned agrees that if I am informed and am required to take a urine test for drug testing without notice, I will agree to be accompanied to the location of the drug test by an authorized representative of the company. I further agree that if I am required to take a no notice drug test, I will notify the testing lab of use of prescription and non-prescription medications.

INSTRUCTIONS FOR COLLECTION:

The urine specimen obtained in the course of the recurrent scheduled physical examination, if any, or the periodic testing without notice test will be collected in a self-sealing, screw capped container and sealed, initialed by the employee and labeled (on the Chain of Possession Form) without the urine container and kit leaving the employee's presence. The employee has an obligation to identify the urine specimen by initialing the seal label. The specimen will be sealed (and initialed by the employee) in the transportation container and sent via fastest available means to a NIDA certified laboratory.

RECEIPT:

I have received a copy of the "Periodic Employment Testing/Periodic Testing Without Notice" form which advises (a) that I may be required to take a recurrent physical examination that would include a urine test for the presence of alcohol and/or controlled substances; (b) that I may be required to take a no notice urine test for the presence of alcohol and/or controlled substances and if in the event I am required to take such test, I will agree to be accompanied to the testing location by an authorized representative of the company and (c) that in either event, I hereby agree to advise the testing facility and/or laboratory of the presence and use of prescription and non-prescription medications prior to the administration of such tests.

Date of Acknowledgement

Employee Signature

Name of Employee

Wellington Exempted Village School District

By: _____

Date: _____

EXHIBIT B

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

REASONABLE CAUSE TO BELIEVE TESTING

(Instructions/Receipt/Release/Listing)

NOTIFICATION OF TESTING:

Name of Employee (Print)

Date of Notification

You are hereby notified that at such time as the Superintendent of Schools or his designee has reasonable cause to believe that you are under the influence of or may be affected by the presence of alcohol and/or controlled substances while on the job at the Wellington Exempted Village School District, you may be required to take an immediate no notice urine test for the purpose of determining the presence of alcohol and/or controlled substances. If you are required to take the reasonable cause to believe no notice drug test, you must notify the testing lab of use of prescription and non-prescription medications prior to the administration of the test.

INSTRUCTIONS FOR COLLECTION:

(Hospital/Clinic Personnel)

The urine specimen obtained in the course of collection will be placed in a self-sealing, screw-capped container and sealed, initialed by the employee and labeled (on the Chain of Possession form) without the urine container and kit leaving the employee's presence. The employee has an obligation to identify the urine specimen by initialing the seal label. The specimen will be sealed (and initialed by the employee) in the transportation container and sent via fastest available means to a NIDA certified laboratory.

RECEIPT:

I have received a copy of the 'Reasonable Cause to Believe Testing' form which explains that I may be required to take a no notice drug test to determine the presence of alcohol and/or controlled substances which will further explain how the hospital/clinic will obtain specimens of my urine for testing.

Date of Acknowledgement

Employee Signature

Name of Employee

RELEASE OF FINDINGS:

I, _____ (employee), hereby authorize _____ (hospital/clinic) to obtain a sample of my urine to be analyzed for the presence of alcohol and/or controlled substances. I also understand and agree that the results of this analysis will be given to the Wellington Exempted Village School District.

Employee Signature

Date Signed

Wellington Exempted Village School District

Control Number

Clinic Representative

LISTING OF MEDICATIONS:

_____ No, I am not taking any medication(s)

_____ Yes, I am taking medication(s)

_____ List of Medication(s)

_____ Prescribing Doctor(s)

PRE-EMPLOYMENT URINALYSIS

CONSENT AGREEMENT

As a condition of my Employment Application, I consent to the urine sample collection and controlled substance testing.

I understand a positive test for controlled substances based on the Urinalysis Test will medically disqualify me from employment with the Wellington Exempted Village School District.

The Medical Review Officer will maintain the results of the Urinalysis Test. Negative and positive results will be reported to the company.

My written authorization is required by the Urinalysis Test results to be given to other parties.

I have read and understand the above conditions for the Pre-Employment Urinalysis Consent Agreement.

Applicant's Name (type or print)

Applicant's Signature

Month Day Year

Witnessed By:

Wellington Exempted Village School District

Superintendent/Designee

Month Day Year

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

SUBSTANCE ABUSE POLICY STATEMENT

The abuse of drugs, alcohol, prescription medications, and controlled substances is a major social problem in the United States.

The Wellington Exempted Village School District feels a strong responsibility to its citizens, employees, and the general public to focus on the substance abuse problem.

The Wellington Exempted Village School District will utilize testing as a means of detecting substance abuse in the workplace and will control this situation by appropriate follow-up action. Alcohol and drug abuse will not be tolerated in the workplace and its presence can result in the termination of an employee or rejection of an applicant.

WELLINGTON SCHOOLS

**TRANSPORTATION
DEPARTMENT**

DRIVER AND AIDE HANDBOOK

TABLE OF CONTENTS

Section I Rules and Regulations	<u>Page</u>
Regulations for School Bus Driver	119
Ohio Transportation Laws and Regulations	120
Student Behavior	121
Accident Reporting	124
Failure to Report an Accident	125
Disciplinary Action	125
Emergency Evacuation of School Buses	126
Extra Curricular Trips	127
Student Stops	128
Railroad Crossing	129
Turn-Arounds	130
Miscellaneous Provisions	130
Pre-Trip Inspection	132
Extra Curricular Trips	133
Time Sheet	J
Placement of Fuses	K-1
Maximum Safe Stopping Distances	K-2
Procedure for Bus Evacuation Drill	K-3
School Bus Drivers 5 Minute Daily Check	K-4
Report of Other Vehicle Violation	K-5
School Bus Conduct Report	K-6
Log Sheet	K-7
Transportation Card	K-8

SECTION I

Rules and Regulations

Regulations for School Bus Drivers
(applicable to Bus Aides where appropriate)

1. Each driver must report to the garage every morning and afternoon on time; and throughout the course of employment maintain positive attendance patterns.
2. All drivers are to report no later than ten (10) minutes before scheduled departure time to ensure proper engine warm-up and for pre-trip inspection of the buses. Engines shall not be idled for excessively long periods. Long periods of idling (more than ten [10] minutes) can damage an engine. (Pre-trip inspections are required under Ohio Pupil Transportation Laws and Regulations.)
3. A description of each bus run will be prepared by the Administration and a copy will be given to each driver to be kept on their bus.
4. Smoking on buses is prohibited by law.
5. All drivers will observe local and state traffic codes in every detail.
6. All drivers shall clean the interior of the bus at the completion of every run daily. All drivers have the responsibility of maintaining (washing) an appropriate exterior appearance of their buses.
7. Drivers will make every reasonable effort to keep their trips on schedule. In times of hazardous weather, safety and prudence come first, not the time schedule.
8. All mechanical defects shall be reported immediately to the supervisor, the driver will make a written report of such defect. Three copies of this report shall be made: 1 – Supervisor, 2 – Mechanic, 3 – Driver.
9. All drivers are to refuel and maintain at least one half tank of fuel at all times.
10. All bus drivers must take and pass a yearly physical examination which includes a urine test and extensive eye exam. (The cost of this exam will be Board paid.)
11. All regular drivers are required to have on their bus a listing of all stops and times of their run. This listing will be prepared within five (5) days of the first day of school and be updated routinely.
12. Drivers and aids shall attend all safety workshops and meetings as required by the district administration.
13. Bus drivers shall remain on the bus while students are loading and unloading.
14. Unauthorized passengers shall not be transported on a school bus. Unauthorized refers to non-school children and adults not approved by the administrative staff.
15. Drivers and aides must be able to be reached by telephone.
16. A driver must have a valid bus operator's license with them whenever operating a school vehicle.

17. A new driver must successfully complete all pre-employment training, physical examination, and State licensing requirements. In addition, a new driver:
 - a. Must have accumulated no points pursuant to Section 4507.40 of the Ohio Revised Code during the 2-year period immediately preceding the date of hire, and
 - b. Have had no chargeable accidents during the four-year period immediately preceding the date of hire.

Ohio Transportation Laws and Regulations

1. In no event shall a bus be driven backwards or forward on school grounds while children are being loaded or unloaded.
2. Bus drivers shall maintain a distance of three hundred (300) feet behind any preceding moving vehicle while traveling on the highway at a normal speed.
3. The bus driver shall be the only operator of the service door. The door shall not be opened to load or unload students until traffic has cleared the bus or come to a complete stop in all directions.
4. Warning flasher lights shall be used to pre-warn other motorists of the intention of the bus to stop for the singular purpose of loading and unloading students. The lights shall remain in operation during the total time the bus remains stationary. Warning lights shall not be used:
 - a. When stopped for railroad crossings.
 - b. While stopped on traveled highway used for loading and unloading students at school locations.
 - c. At turn-arounds.
5. The bus driver shall not use the service door control to activate warning flasher lights. Door must remain in complete locked position while bus is in motion.
6. Four-way hazard lights may be used at bus turn-arounds.
7. The driver shall use the established route and make stops only at points designated by the Board of Education or the administrator who is authorized to designate such stops. Special stops due to inclement weather or emergency may be made.
8. The driver shall operate the bus on the approved time schedule and shall wait for students if running ahead of schedule.
9. School buses shall be brought to a stop before crossing railroad grade crossings. The driver shall activate the four-way hazard flashers. While stopped, the driver shall listen through an open door and window and look in both directions along the tracks. He/she will then proceed when it is safe to do so.
10. The school bus driver will require silence of all students at all railroad crossings.
11. A bus will not be refueled while the engine is running. There is to be no smoking around any fuel tanks of any kind, at any time.

12. The driver will not leave the bus until the brakes are set, the engine stopped, and ignition key removed and/or secured. Dependent upon weather conditions, the bus will be plugged in.

Student Behavior

1. While riding on a school bus, reasonable conversation is permissible and may be regulated by the school bus driver.
2. The school bus driver and aides will be in charge of the bus at all times and will be responsible for order; he/she will not exclude a student from the bus. He/she shall report the unmanageable student to the proper authority. Disorderly conduct may be sufficient reason for refusing transportation service to any student as determined by administrative decision.

A. Significant Incidents – First Occurrence

1. If a “significant incident” one that creates a potentially dangerous risk of harm occurs, the driver shall describe it on the Conduct Chart and submit it to the principal for appropriate action.
2. Within five (5) days, a meeting should be held with driver, dispatcher, transportation aide(s), and Transportation Supervisor, at the discretion of the principal to discuss the specific incident and whether an intervention program is needed. Notify the parent.

B. Subsequent Incidents

1. If the same type of behavior is recurring, the principal is to consider the advisability of calling for a meeting of the I.E.P. team to discuss alternatives.
2. The principal or a parent may request a meeting of the IEP team at any time to address behavioral difficulties and appropriate intervention strategies.

C. Alternate Transportation

In the event a student has demonstrated severe behavior problems at school and cannot be adequately brought under control for the ride home, the student is not to be placed on the bus. The student is to remain at school and the parents called to transport the student home. If the parent cannot provide transportation, alternate means are to be provided. (It is important to keep in mind that alterations in transportation may be considered a change in placement.)

D. Suspension from Transportation

1. The principal may suspend a student from transportation, in accordance with District policies and guidelines related to suspension of disabled students. Incidents that may result in suspension include:
 - a. Fighting on the bus
 - b. Hitting, kicking, or biting others on the bus
 - c. Smoking, drugs, or alcohol
 - d. Destruction of school property

2. Behaviors that present a potentially dangerous risk of harm to the student or others on the bus require special attention. An attack on another person or running from the bus are two examples of behaviors that present high risk of harm and require documentation and follow-up with appropriate school staff.

E. Bus Conduct

1. Parents are to be informed that school bus transportation is a privilege and not a right and that the bus driver is the sole authority on the bus while students are being transported.
2. Parents are also to be informed that they are responsible for:
 - a. The safety of their child while going to or from the bus stop and while waiting for the school bus;
 - b. Their child being at the bus stop at least five (5) minutes prior to scheduled pick-up time;
 - c. Damage by their child to school buses, personal property, or public property.
3. Students are expected to conduct themselves in a proper manner at bus stops. The District will not enter into disputes involving parents and/or students concerning matters that take place prior to the student boarding the school bus or after the student has disembarked from the bus on his/her way home.
4. Students will ride only assigned school buses and will board and depart from the bus at assigned bus stops. Students will not be permitted to ride unassigned buses for any reason other than an emergency, except as approved by the principal.
5. A change in a student's regular assigned bus stop may be granted for a special need, if a note from a parent is submitted to the building principal stating the reason for the request and the duration of the change and the principal approves.
6. A permanent transfer to another route or bus stop for morning pick-up and/or afternoon drop-off will only be made upon the approval of the Transportation Supervisor and notification of principal.
7. Students shall cross all streets at least ten (10) feet in front of the school bus and after the driver has signaled the student that it is all right to do so.
8. For the safe operation of the school bus, noise on buses shall be kept at a minimum with students speaking in reasonable conversation voices. Students must be quiet at railroad crossings and other danger zones as designated by the bus driver.
 - a. Students are not allowed to play their own radios, tape recorders, or head sets.
 - b. Both the use of a bus radio and the station or programs which students listen to must be approved by the Transportation Supervisor.
9. The following cargo is forbidden to be transported on a school bus: pets, alcoholic beverages, drugs, ammunition, explosives, firearms, knives, or any other dangerous materials or objects.

If there is a question on the transportation of a particular item, the Transportation Supervisor should be consulted.

F. Student Surveillance

In accord with Board policy, the Transportation Supervisor may install the appropriate equipment for video-taping the interior of the buses while transporting students. She/he should follow the District's purchasing practices in obtaining the equipment and abide by the following guidelines for use of such equipment:

1. Arrange for the installation of a box in a location on each bus that will allow for the camera to record all students.
2. Develop a plan whereby the camera(s) is installed in the box on a rotating basis and so students are not aware of the installation.
3. Record the date, time, and bus number of each video tape and maintain the tapes in a secure location for a period not to exceed the school year.
4. Establish a procedure whereby the Transportation Supervisor informs the principal of a potential behavior problem of the student(s) on the bus. After viewing the tape the principal will ensure no one observes a tape without the prior authorization of the appropriate principal who shall ensure that any observation is done only by those who are authorized to view student records and is conducted in accord with regulations for Student Records.

Any disciplinary action resulting from the use of the video tapes shall be determined by the appropriate principal who shall ensure that due process is provided to the students involved, in accordance with Board policy administrative guidelines relating to discipline. Any use of photographs obtained through the use of video tapes shall be in accordance with Federal and State law. The Transportation Supervisor shall be responsible for reviewing the tapes for the purpose of assuring that bus safety procedures are being followed properly and the buses are being operated in accord with District guidelines and State law.

G. Special Services

In compliance with Board policy, the transportation services may be provided for field trips, co-curricular trips, and extra-curricular trips, including athletics. Transportation may be provided on weekends and holidays to District students who are participating in approved School District programs which are under the supervision of professional staff members.

H. Communication Between School/Transportation Staffs

1. The transportation staff will keep the school staff advised of the behavior of students on the bus – both positive and negative type activity. For students who are experiencing behavior difficulties which are significant incidents, each bus driver is to use the School Bus Conduct Report. The Report should be kept on a daily basis to provide valid data for behavioral modification and/or disciplinary action. The accumulated daily reports can also form the basis from which teachers can incorporate into student progress reports and IEP evaluations and 504 plans.

2. The school staff will advise the transportation staff by memorandum or through the school secretary if a student has had a particularly difficult day and may require special attention on the bus.
3. The primary daily contact between the transportation staff and the school staff will be the bus driver (with the transportation aide as an alternate).
4. Both the school staff and the transportation staff are expected to maintain confidentiality and protect the students' rights. Except for positive statements, information given by the drivers to the building staff should not be relayed to the student; nor should drivers relay information received from the building staff. Bus behavior should never be a subject of general conversation.
5. Communication with parents is encouraged, particularly positive comments that are honest and sincere. It is important to develop means to maximize this effort.

I. Stopping Unacceptable Behavior

1. It is the District's intent to stop unacceptable behavior by using the minimum physical intervention necessary.
2. When necessary, a staff member may use reasonable physical intervention to stop an action that presents the risk of harm to the student, to others, or to property. This may include use of physical intervention to stop the action but would not extend to gross abuse and disregard for the health and safety of the student. Use of physical intervention should at all times be temperate and not excessive.
3. The transportation supervisor maintains student conduct forms to be filled out by the bus driver, signed by the supervisor, and sent to the principal of the appropriate school. The school principal will then take appropriate actions, notify the parents in writing, and return a copy of the form to the transportation supervisor.
4. Annually and/or by athletic season, a written communication from administration will be sent to all student group sponsors/coaches regarding expectations for student/athlete behavior on the bus.

Accident Reporting

1. It is the responsibility of the school bus driver to immediately inform the transportation supervisor when an accident occurs involving that driver's bus.
2. In the event of a school bus accident, it is the responsibility of the driver to follow these rules and regulations:
 - a. Turn off ignition switch and remove the keys.
 - b. Set the hand brake.
 - c. Keep calm and reassure students.
 - d. Be alert for the possibility of fire.
 - 1) Check for ruptured gas tank and fuel line.
 - 2) Check for electrical fire.

- 3) Look for smoke.
- 4) Check for hot tires which may catch fire.
- e. Use warning devices – flashers and flares.
- f. Check for injury of students.
- g. Keep students on bus (conditions may warrant their removal such as possibility of fire or if bus is situated in an extremely dangerous section of roadway).
- h. Account for all students.
- i. Notify the state highway patrol or other legal investigating officer.
- j. Notify the school administrators of the location of the bus and accident.
- k. Protect the scene:
 - 1) Protect the students and the bus from further accidents.
 - 2) Protect the scene from traffic and people so that evidence is not destroyed.
 - 3) The vehicles involved should not be moved until law officers advise the driver to do so.
- l. Do not discuss the facts of the accident with anyone except the investigating officer and school officials.
- m. Prepare the necessary written reports required by the School District and law.

Failure to Report an Accident

1. Per the Ohio Transportation Laws and Regulations, a bus driver shall report any accident involving a school bus to the transportation supervisor and/or the Superintendent immediately, and make sure that the proper police authority has been notified.
2. Violation of Section 4549.02 of the Revised Code requiring the driver of a vehicle to stop at the scene of an accident will result in six (6) points on said person's license. When points exceed five (5), the registrar of the Department of Motor Vehicles shall forward to such person a warning letter, listing the reported violation.
3. A Wellington School bus driver failing to report an accident shall be subject to a maximum of ten (10) days suspension without pay and such failure to report may be grounds for possible termination proceedings.

Disciplinary Action

1. The chain of command must be followed whenever a problem arises. The chain of command is as follows:
 - Transportation Supervisor
 - Superintendent of Schools
2. All transportation staff shall be evaluated in concert with the currently adopted evaluation procedures.
3. If a driver and/or aide does not adhere to Board policy, procedures and directives of the transportation supervisor, and all articles and references contained in this Driver and Aide Handbook, and the infractions warrant further action, the procedure will be as follows:
 - a) First Offense – Verbal Warning
 - b) Second Offense – Written Reprimand

4. Any violation of state statutes and codes, but not limited to: moving traffic violations, preventable accidents, and reckless operation, is cause for immediate suspension.
5. A driver will not be recommended for re-certification if:
 - a) He/she accumulates any points pursuant to section 4507.50 of the Ohio Revised Code after the effective date of this policy, such that the total points accumulated by such person (as documented by the person's Abstract Driver Record) equals six (6) or more in any three (3) year period;
 - b) He/she has, after the effective date of this policy, a four (4) point documented and a chargeable accident or accident with a school vehicle that causes property damage or personal injury for which the Board or its insurer is liable.

Emergency Evacuation of School Buses

All bus drivers are to conduct at least one rear-door and one front-door emergency evacuation drill per year. Drivers should notify the transportation supervisor of each evacuation drill he/she has had.

1. Front door evacuation of school buses:

- a. The bus is stopped, parking brake set and engine turned off.
- b. The driver will stand, open the door, face the students and get their attention.
- c. The driver will give the command: "Emergency Drill, remain seated, front evacuation." If the driver is incapacitated, a bus helper will assume the responsibility.
- d. Advise the bus helper to guide passengers to an assigned place of safety.
- e. A second bus helper will stand outside of the bus by the front door to count and assist passengers as they evacuate.
- f. Students must stay in line and follow the bus helper to the place of safety.
- g. Standing between the first occupied seats, the driver will then turn and face the front of the bus.
 1. Starting with the right-hand seat, the driver taps the shoulder of the person nearest the aisle to indicate that those occupants shall move out.
 2. The driver will hold his/her hand before the occupants of the left-hand seat in a restraining gesture.
- h. When the students of the dismissed right-hand seat have moved forward far enough to clear the aisle, the driver dismisses the occupants of the left-hand seat.
- i. The evacuation continues as described, with right-hand and left-hand seats alternating until the bus is empty.

- j. When the last seat is empty, the driver walks to the front of the bus, checking to see that all are out.
 - 1. This check must be made from the rear of the bus to the front.
 - 2. Be certain to check between and under seats.
 - k. As the driver leaves the bus, he/she removes the fire extinguisher, first aid kit, and can of fuses and takes them with him/her or assigns this duty to a reliable student.
 - 1. The driver shall conduct a count of the students to assure that all are accounted for.
2. Rear door evacuation when front door is not accessible:
- a. Appoint two (2) responsible students on each load who are among the first to board the bus to sit by the rear door, one (1) on each side.
 - b. A third person may be appointed to lead the students to a place of safety designated by the driver, or of his/her choosing if none is designated by the driver.
 - c. The appointee in the left-hand seat shall have two responsibilities:
 - 1. To see that nobody touches the door latch.
 - 2. To open the door on command of the driver, or if the driver is unable to give such a command, to open it when he/she sees that a rear evacuation is necessary.
 - d. The bus driver gives the command: "Emergency drill, remain seated, rear evacuation."
 - e. Both helpers then jump to the ground and aid the others in evacuating, first emptying the aisle, then beginning with the rear seats, alternating right and left until the bus is empty.
 - f. The driver keeps the students under control and makes sure the bus is empty as he/she follows the last student out the door, with the fire extinguisher, first aid kit, and fuses with him.
 - g. The same rules for grouping students and driver's responsibility given for a front door evacuation are also for a rear door evacuation.

Extra Curricular Trips

- 1. Each month the transportation supervisor will post a listing of all scheduled trips. Each driver will be given an opportunity to bid on each scheduled trip. The driver with the most seniority who has bid on a trip will be awarded the same. If no regular driver bids on a scheduled trip, the trip will be offered to substitute drivers.
- 2. All trips will be compensated at a minimum of one (1) hours driving time and each trip will be assigned and accepted on the necessary form.

3. When a driver has an extra curricular trip, it is his/her responsibility to see that the bus is prepared for the trip and that he/she knows how to reach the destination via directions provided by the transportation supervisor. If the trip is at night or on the weekend, the driver must lock the garage and gate.
4. When a driver makes an extra trip, no one is let off along the way. Extra trips are from the school to the trip destination and back again.
5. The bus must be checked before leaving on any trip; more thoroughly for a field trip as there is no one around to assist in an emergency. Tires must be checked-not just to see if they are flat, check for cuts, bulges, etc. If something does not work, the driver must – **TAKE ANOTHER BUS – NOT CHANCES.** The driver must contact the supervisor or mechanic for authority to take another bus.
6. The bus is to be cleaned inside and put away upon returning from any field trip. If the bus is littered from a field trip, this must be reported to the transportation supervisor.
7. No bus is allowed to stop at restaurants once arriving home. On long trips, it may be necessary to stop to eat along the way if approved in advance
8. There should be no extra stops along the way that would require the driver to deviate from his/her intended route home.
9. Under no circumstances are unauthorized riders allowed on a bus on an extra curricular trip.
10. Extra curricular trips are more informal than regular school trips, but the primary concern is the same – SAFETY. Order and discipline are absolutely necessary.
 - a. Students are to remain seated when the bus is in motion and observe reasonable conduct.
 - b. Silence is necessary at all railroad crossings.
 - c. Food or drinks must not be consumed on the bus (unless arrangements are made in advance). Under no circumstances are glass containers permitted on the bus.
 - d. When the activity is in progress, students cannot be sent back to the waiting bus as a disciplinary action.
 - e. Chaperones will be responsible to assist the drivers in maintaining discipline.

Student Stops

1. When the bus stops to discharge or load students who must cross the road, the bus is not started forward until the students are safely on their residence side of the road or aboard the bus.
2. Seat assignments shall be made at the beginning of the year by all drivers.
3. If it is necessary to cross the road, students are to cross ten (10) feet in front of the bus, after receiving a clear signal from the driver that it is safe to cross. The clear signal is that signal taught to all bus drivers and students during training sessions.

4. Students' stops are not to be made in such a manner that the bus is blocking an intersection. Pulling into an intersection at an angle to load or unload is not a legal stop for either street.
5. Motorists must be given ample warning with the bus warning lights.
6. Side mirrors must be checked constantly and kept clean.
7. Remember to keep the bus stationary until all students are on their residence side of the road.
8. Do not leave a loading zone until students are seated. This may take an extra minute, but one well spent. When students are in their seats, you have better control. Taking off before students are in their seats could result in injury. Students are to be seated when the bus is in motion.
9. At the school, unload in a specific manner daily, from the very first day, such as right seat, left seat as you would do in a front door evacuation. This facilitates the unloading procedure and is more orderly. It also makes good daily practice in case of the need for a real front door emergency evacuation.
10. Students are to remain seated until the bus comes to a complete stop.
11. Bus drivers are not permitted to make unauthorized stops without supervisor approval.

Railroad Crossing

1. Upon approaching a railroad crossing, all school buses are to do the following:
 - a. Upon the approach, driver is to open the driver's window.
 - b. Driver shall activate the four-way hazard flashers.
 - c. Stop the bus no closer than fifteen (15) feet from crossing, and no further than fifty (50) feet.
 - d. Set parking brake, shift to neutral – foot firmly on the pedal.
 - e. Open door – look and listen through the window and door.
2. After you are sure all is clear; do the following:
 - a. Put in gear.
 - b. Close the door.
 - c. Release the brake. Take another quick look before pulling across.
 - d. Do not shift gears until the rear of the bus is past the tracks.
 - e. Close driver's window and de-activate four-way hazards.

Turn-Arounds

At times it is necessary to turn a bus around at a pick-up point. Observing these guidelines could prevent an accident.

1. Do not turn a bus around when there is less than five hundred (500) feet visibility in both directions.
2. When picking a student up at a point where you will turn around, follow this procedure:
 - a. Make pick-up in usual manner.
 - b. Prior to engaging in turn-around procedure, activate four-way hazard flashers.
 - c. Check for traffic in both directions prior to backing bus.
 - d. Cautiously make the turn-around.
 - e. Check for traffic again before pulling out onto the road.
3. When making a turn-around as you drop off a student in the afternoon, use the same general procedure as in the morning except when you back into the driveway or road that you are turning around in, then let the students off. This prevents possibly running over the students while backing.

Miscellaneous Provisions

1. Bus radios are to be used exclusively for school transportation business. Casual conversation between bus drivers on bus radios is inappropriate and must not occur.
2. School bus drivers are to be courteous to drivers of other vehicles as well as each other.
3. School bus drivers are to participate in all training programs, unless absence is approved by the Superintendent.
4. School bus drivers and aides shall attend all pre-service and in-service training sessions, and all meetings and conferences as required unless their absence is approved by the transportation supervisor. All regular and substitute bus drivers shall attend an annual in-service training program which may include: first aid training, the annual state driving course, and other subject areas as determined by the transportation supervisor. If there is a cost for pre-service or in-service, it should be borne by the Board of Education.
5. Transportation staff members are to park buses and automobiles in designated areas.
6. The school or organization within a school that is sponsoring the trip must pay any turnpike fees, tolls, or parking charges involved. Bus drivers will not be prepared or expected to pay such costs. Faculty advisors making the trip must assume this responsibility.

7. Transportation staff members are to perform duties in accordance with their job description.
8. It is the bus driver's responsibility to check the expiration date of his/her license each fall and if it expires during the school year, to make arrangements for renewal. The following procedures should be followed in renewing a license. Renewal procedures may be started thirty (30) days in advance of expiration.
9. Bus drivers must carry an accurate time piece with them.
10. During inclement weather, transportation staff members are encouraged to listen to the radio for information on closing of schools.
11. When the regular bus driver and/or aide becomes ill, the driver and/or aide shall notify the transportation supervisor at the earliest possible time and the supervisor shall call in a substitute. Upon return to work, a staff member must give as much advance notice of return as possible so as to prevent the securing of an unneeded substitute.
12. All bus drivers will use their headlights and clearance lights whenever transporting students on their bus. Additionally, all bus drivers will use their headlights and clearance lights in inclement weather, pre-dawn and early evening hours, and any other weather conditions which would warrant such use.
13. All summer work that requires the assignment of bus drivers will be posted in accordance with the negotiated posting procedures. No outside employment will take place until after the members of the bargaining unit have had an opportunity to bid on said work.

PRE-TRIP INSPECTION

1. GAUGES – Start motor first and fast idle
 - a. Gas
 - b. Oil Pressure
 - c. Ammeter
 - d. Air Pressure
2. SAFETY AND EMERGENCY EQUIPMENT
 - a. First aid kit
 - b. Fire extinguisher charged
 - c. Fuses (6-30 minute)
 - d. Six (6) electrical fuses
 - e. Reflectors (3)
 - f. Body fluid clean up kit
 - g. Emergency door – open daily
 - h. Flashlight
3. ELECTRICAL ACCESSORIES
 - a. Heater fans
 - b. Defroster fans
 - c. Windshield wipers
 - d. Horn
 - e. Lights – first half check
 1. Headlights –high beam – instrument panel
 2. Clearance lights
 3. Left turn signal – instrument panel
 4. Dome or passenger compartment lights
 5. Instrument panel light
 6. Tail lights
 - f. Lights – second half check
 1. Headlights – low beam
 2. Right turn signal – instrument panel
 3. Flasher lights
 4. Brake lights
 5. Back up lights
 - g. 4-way hazard switch
 - h. Master flasher switch
 - i. Manual flasher switch
4. OUTSIDE OF BUS – GENERAL ITEMS
 - a. Tires – air pressure, wear, and lugs
 - b. Windows
 - c. Leaks of fuel, water, oil
 - d. Vandalism
5. INSIDE OF BUS – GENERAL ITEMS
 - a. Seats
 - b. Brakes
 - c. Parking brakes
 - d. Cleanliness
6. AFTER BUS ROUTE
 - a. Check condition of seats – between runs

EXTRA CURRICULAR TRIPS

1. When you have an extra curricular trip – it is your responsibility to see that your bus is prepared for the trip. Take more than usual time for your pre-trip inspection.
2. When you leave on your trip – LOCK – the gate. You may leave your personal car inside the locked gate while you are on your trip, if you choose.
3. The field trip ticket contains all the information regarding your destination, time leaving and returning, school making trip. **MAKE SURE YOU HAVE YOUR TRIP TICKET!**
4. The trip ticket must be completely filled out as your pay is determined from the information on the ticket. All time should be in $\frac{1}{4}$ increments. Add $\frac{1}{4}$ increment, at the beginning and at the end of the time, for clean up and inspection.
5. Your trip starts at the time on the ticket (filled out in office). For time buses housed at home, your time starts at time on trip ticket and ends $\frac{1}{4}$ increment from drop off time at the school. For mileage (for the buses housed at home), the mileage starts from your home and ends at your home.
6. If you are assigned a bus other than your usual bus, for a field trip, you are to see that the bus is clean, fueled and ready for use the next day.

DATE OF INFORMAL: _____
DATE OF WRITTEN FILED: _____

GRIEVANCE NO.: **WSS** - _____
(TO BE ASSIGNED BY WSS PRESIDENT OR GRIEVANCE COMMITTEE CHAIR)

GRIEVANCE REPORT FORM

NAME OF AGGRIEVED: _____ ASSIGNMENT: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

SIGNATURE OF AGGRIEVED: _____ DATE: _____

STEP TWO

(SUBMITTED TO ADMINISTRATION MEMBER WHOSE ACTION OR INACTION CREATED SITUATION)

DISPOSITION BY ADMINISTRATION MEMBER: _____

SIGNATURE OF ADMINISTRATION MEMBER: _____ DATE: _____

DISPOSITION BY AGGRIEVED: _____

SIGNATURE OF AGGRIEVED: _____ DATE: _____

STEP THREE

(SUBMITTED TO SUPERINTENDENT)

DISPOSITION OF SUPERINTENDENT: _____

SIGNATURE OF SUPERINTENDENT: _____ DATE: _____

****Copies to be submitted by the grievant to the WSS President and the Superintendent.***

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

Wellington Support Staff

Contribution to Catastrophic Leave Bank

(Form to be turned in to WEVSD Treasurer)

Article VI. 6.11 will allow each Bargaining Unit Member to contribute one (1) day of his/her accumulated sick leave to the Catastrophic Leave Bank each school year during the month of September. Newly hired Bargaining Unit Members must contribute his/her first day of sick leave unless they have transferred days from another district. The request to contribute must be on this form. Forms must be turned in to the Wellington Exempted Village School District Treasurer by the last workday in September.

I, _____ would like to contribute one (1) sick day to the
Please Print

WSS Catastrophic Leave Bank for the _____ school year.

Signature: _____

Date: _____ Social Security # _____

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

WELLINGTON SUPPORT STAFF

CATASTROPHIC LEAVE BANK

Application for Withdrawal of Leave Bank Days

Employee's Name: _____ Social Security No. _____

Position: _____ Building: _____

Application for use of leave is requested for a serious health condition affecting:

_____ Myself _____ My Spouse _____ _____ My Child

The reason indicated above as demonstrated by the attached medical documentation qualifies for catastrophic leave. Application is submitted in accordance with Article VI (6.11) of the Negotiated Agreement between the Wellington Support Staff and the Wellington Exempted Village School District Board of Education.

I agree to pay back (within one year of return to work) ten percent (10%) of the days used or a minimum of one day, whichever is greater.

Number of Days Requested: _____

APPLICANT'S SIGNATURE

DATE

a) THIS SECTION FOR TREASURER AND COMMITTEE USE ONLY

_____ Number of days accrued

_____ Number of days requested

_____ Physician Statement attached

_____ Number of days needed from bank

TREASURER OR HIS/HER DESIGNEE

DATE

- Application Approved. Date Catastrophic Leave is to commence: _____
- Application Approval subject to second opinion
- Application Rejected. Reason: _____
(Use reverse side of sheet if necessary)

Committee Member Signatures _____

Date Received: _____

Date Completed: _____

**WELLINGTON EXEMPTED VILLAGE SCHOOLS
EXPENSE CLAIM**

NAME: _____ **DATE SUBMITTED:** _____

The claimant hereby requests reimbursement for expenses incurred as follows:

DESCRIPTION OF EXPENSE: _____

PURCHASE ORDER #: _____ **Please attach all original receipts. Sales tax cannot be reimbursed.**

A. BUSINESS TRAVEL: Date(s) of Travel _____

1. From _____ to _____ and return.

a. Air Ticket \$ _____

b. Auto \$ _____

1) Mileage- _____ miles @ IRS Rate of _____ \$ _____

2) Parking \$ _____

3) Tolls \$ _____

c. Taxi \$ _____

2. Hotel Room for dates _____ \$ _____

3. Meals \$ _____

4. Registration Fee \$ _____

5. Other Travel Expenses \$ _____

TOTAL TRAVEL EXPENSES \$ _____

B. TRAVEL WITHIN DISTRICT: For employees reimbursed for travel between buildings or within the district.
Attach school calendar showing dates of travel.

1. Distance one way: _____ miles

2. Number of trips: _____ x miles one way _____

3. Total miles x IRS Rate = **TOTAL MILEAGE EXPENSE** \$ _____

C. OTHER EXPENSE(S): Item/Description _____

TOTAL CLAIM \$ _____

I hereby certify that the expenses listed above were actually incurred and represent a proper charge against the Wellington Exempted Village School District.

SIGNATURE OF CLAIMANT _____

Approved as authorized _____	(Superintendent)
Approved for payment _____	(Treasurer)

COMPLETED FORM TO BE RETURNED TO THE SUPERINTENDENT'S OFFICE WITH RECEIPTS ATTACHED AFTER approved travel/expense.

See Reverse Side for Instructions

TIME SHEET	
Employee Name:	
Job Title (if substitute list Position, not "substitute"):	
Substituting for (Person's name):	
Payroll Period From:	To:

Payroll Use Only			
Charge Account #			
	Hours	Rate of Pay	Amount Due
Regular:			
Extra:			
Extra Trip:			
Overtime:			
Other:			

Date	Contracted Regular Hours Worked	Extra Hours or Substitute Employee Hours	Extra Trip Hours (Bus Drivers Only)	Leave Hours Taken (Sick, Pers, Vac, Funeral)	Overtime (Hours worked over 40 per week)	Holiday Hours Received	Total
TOTAL WK 1							
TOTAL WK 2							
GRAND TOTAL							

Notes (continue on back): _____

Employee Signature _____ Date _____
 Supervisor/Principal Signature _____ Date _____

TIME SHEET GENERAL INSTRUCTIONS

1. COMPLETE IN BLACK OR BLUE INK. These are permanent documents, DO NOT complete in pencil.
2. COMPLETE AND SIGN YOUR OWN Time Sheet. Do not complete in advance of hours worked. Unsigned Time Sheets will be returned.
3. Complete one (1) Time Sheet for each bi-weekly pay period (Monday through Sunday).
4. Complete one (1) Time Sheet for each position worked (example: one for Crossing Guard, one for Playground Monitor).
5. Round hours to the nearest quarter (1/4) hour.
6. Lunch breaks are not included in your hours.
7. Mark the number of hours under the appropriate column (i.e., normally contracted hours, holiday hours, leave hours, etc.). If there is not an appropriate column, such as calamity, mark the hours under contracted hours and make note of it at the bottom.
8. Mark leave hours under the appropriate column and attach leave form to your time sheet if it has not previously been filed. Leave forms should be turned in as soon as possible. Only one (1) leave form is needed regardless of the number of positions you hold. The supervisor for each position must approve the leave time taken for that position (i.e., only Crossing Guard was missed, but the employee worked in their position as cafeteria aide; the employee would fill out a leave form for the portion of the day missed). An employee's full day is based on the total number of hours assigned by each position. Leave is granted in quarter (1/4) day increments.
9. Time Sheets are to be handed into payroll by Noon on the last Friday of the pay period.
10. Employees working weekends should turn sheets in by 10:00 a.m. the following Monday.

SPECIAL INSTRUCTIONS

SUBSTITUTE EMPLOYEES:

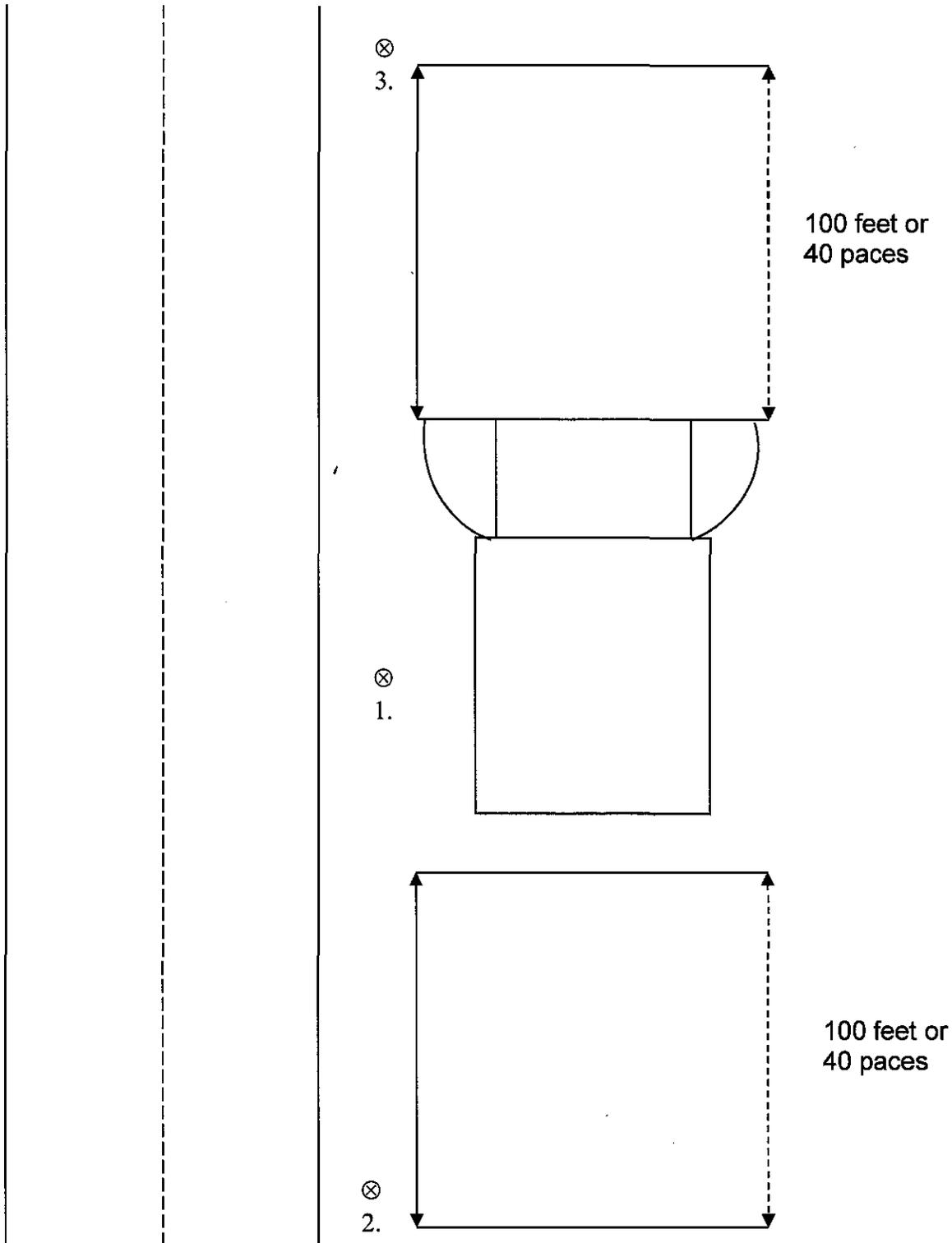
1. Mark the hours worked under the column for substitute hours.
2. List the position you are substituting in, not just "substitute" and if possible, the person's name that you are substituting for.

BUS DRIVERS:

1. Attach Extra Trip forms to your Time Sheet.
2. Extra Trip Forms should read the correct times for start and stop of trip even though the extra trip may be during the regular route. Mark in the appropriate space on the Extra trip form that the trip was during contracted hours so that the pay can be adjusted.
3. Give a breakdown of your overtime in the table below. DO NOT INCLUDE hours that are overtime in the "other hours" listed (example: if an extra trip is 5 hours and 3 of those 5 hours are overtime, then 2 hours should be marked under Extra Trip hours and 3 hours marked under Overtime Hours).

BUS DRIVER'S OVERTIME BREAKDOWN			
Date	Regular Route (OT RR)	Extra Hours (OT EXTRA)	Extra Trip (OT ET)

PLACEMENT OF FUSES



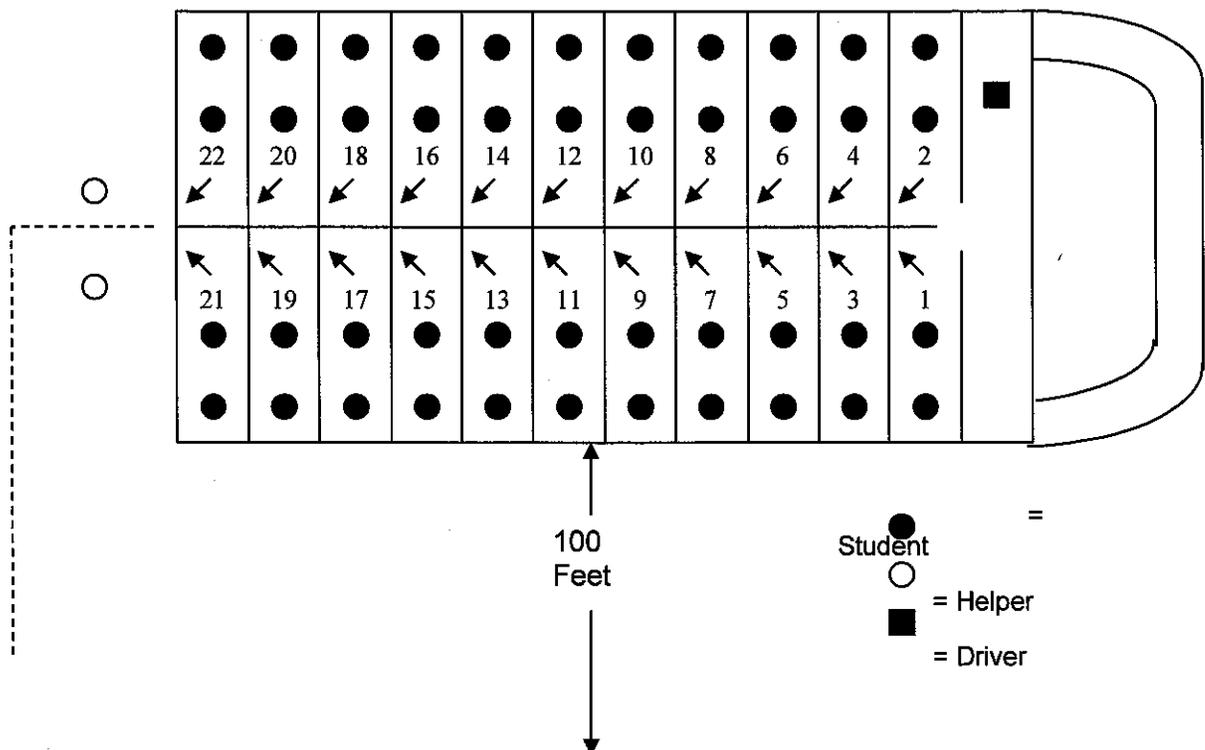
Maximum Safe Stopping Distances (Automobile and School Bus)

	R = Reaction Distance (distance traveled in $\frac{3}{4}$ of a second, after you first see the danger)		B = Braking Distance (distance traveled after the brake is applied)		R + B = Total Stopping Distance (total distance traveled before the vehicle is brought to a stop)	
	Auto	Bus	Auto	Bus	Auto	Bus
25 mph	28	28	28	47	56	75
35 mph	39	39	53	92	92	131
45 mph	50	60	93	152	143	202
55 mph	61	61	150	227	205	288

PROCEDURE FOR BUS EVACUATION DRILL

1. Students seated near the doors will be designated to open the door and leave the bus first.
2. Students in at opening the door will remain on the ground outside the emergency door and assist other children down from the bus.
3. The next two students leaving the bus will remain near the door and direct all students to safety off the roadway.
4. Students on the bus should remain seated until the seats closest to the doors are empty, and it is their turn to leave the bus.
5. There should be no unnecessary noise, so that students may be able to hear any orders.
6. There should be no pushing or crowding. Students should move quickly out the door and follow the instructions of their leaders.
7. Remain with the group! Stay away from the accident until a law enforcement officer or school official instructs what to do.
8. If help is not available, the law enforcement agency should be notified. They will call for the necessary medical and rescue help.

REAR DOOR EVACUATION



BUS DRIVER'S DAILY INSPECTION FORM

**Wellington Exempted Village Schools
201 S. Main Street, Wellington, Ohio 44090**

Bus Identification No.	Date	Time
------------------------	------	------

PLEASE CHECK "S" FOR SATISFACTORY OR "U" FOR UNSATISFACTORY. CHECK (✓) EACH COMPONENT CAREFULLY AND INDIVIDUALLY.

Open Hood and Check:

- | | |
|---|--|
| <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Oil</p> <p><input type="checkbox"/> <input type="checkbox"/> Coolant</p> <p><input type="checkbox"/> <input type="checkbox"/> Battery</p> <p><input type="checkbox"/> <input type="checkbox"/> Transmission Fluid</p> <p><input type="checkbox"/> <input type="checkbox"/> Master Cylinder Brake Fluid</p> | <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Power Steering Fluid</p> <p><input type="checkbox"/> <input type="checkbox"/> Washer Fluid</p> <p><input type="checkbox"/> <input type="checkbox"/> All Belts</p> <p><input type="checkbox"/> <input type="checkbox"/> Wiring</p> |
|---|--|

With Engine Running, Driver Activates All Exterior Lights, Walks Around the Bus and Checks:

- | | |
|--|--|
| <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Right Front Wheel and Tire</p> <p><input type="checkbox"/> <input type="checkbox"/> Right Side Marker and Turn Signal Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Right Side Reflectors</p> <p><input type="checkbox"/> <input type="checkbox"/> Right Side Rear View and Safety Mirrors</p> <p><input type="checkbox"/> <input type="checkbox"/> Crossing Control Arm (if applicable)</p> <p><input type="checkbox"/> <input type="checkbox"/> Headlights (high/low beams)</p> <p><input type="checkbox"/> <input type="checkbox"/> Front Turn Signal Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Front Clearance Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Front Identification/Cluster Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Front Eight Light Flashing System</p> <p><input type="checkbox"/> <input type="checkbox"/> Front Reflectors</p> <p><input type="checkbox"/> <input type="checkbox"/> Windshield</p> <p><input type="checkbox"/> <input type="checkbox"/> Underside of Chassis</p> <p><input type="checkbox"/> <input type="checkbox"/> Crossover Mirror (s)</p> <p><input type="checkbox"/> <input type="checkbox"/> Left Side Rear View and Safety Mirrors</p> <p><input type="checkbox"/> <input type="checkbox"/> Left Front Wheel and Tire</p> <p><input type="checkbox"/> <input type="checkbox"/> Driver's Side Window</p> <p><input type="checkbox"/> <input type="checkbox"/> Stop Arm Panel</p> <p><input type="checkbox"/> <input type="checkbox"/> Left Side Marker and Turn Signal Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Left Side Reflectors</p> <p><input type="checkbox"/> <input type="checkbox"/> Side Emergency Door (open & close) (if applicable)</p> <p><input type="checkbox"/> <input type="checkbox"/> Left Rear Wheel(s) and Tire(s)</p> <p><input type="checkbox"/> <input type="checkbox"/> Exhaust System (Tail pipe clear?)</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Tail/Brake Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Turn Signal Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Clearance Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Identification/Cluster Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Eight Light Flashing System</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Reflectors</p> <p><input type="checkbox"/> <input type="checkbox"/> Rear Emergency Door (open & close) (if applicable)</p> <p><input type="checkbox"/> <input type="checkbox"/> Right Rear Wheel(s) and Tire(s)</p> <p><input type="checkbox"/> <input type="checkbox"/> Fuel Tank Filler Caps</p> | <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Warning Devices</p> <p><input type="checkbox"/> <input type="checkbox"/> Fuses</p> <p><input type="checkbox"/> <input type="checkbox"/> First Aid Kit</p> <p><input type="checkbox"/> <input type="checkbox"/> Fire Extinguisher</p> <p><input type="checkbox"/> <input type="checkbox"/> Lettering</p> |
|--|--|

Signature of person performing above inspection if not the driver/Date _____

Driver Enters Bus and Checks:

- | | |
|---|--|
| <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Steps</p> <p><input type="checkbox"/> <input type="checkbox"/> Cleanliness</p> <p><input type="checkbox"/> <input type="checkbox"/> Seats</p> <p><input type="checkbox"/> <input type="checkbox"/> Seat Belts (if applicable)</p> <p><input type="checkbox"/> <input type="checkbox"/> Windows</p> | <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Warning Devices</p> <p><input type="checkbox"/> <input type="checkbox"/> Fuses</p> <p><input type="checkbox"/> <input type="checkbox"/> First Aid Kit</p> <p><input type="checkbox"/> <input type="checkbox"/> Fire Extinguisher</p> <p><input type="checkbox"/> <input type="checkbox"/> Lettering</p> |
|---|--|

Record odometer reading and confirm that the reading is not greater than the miles recorded on the back of the Certificate of Safety. (If odometer reading is greater, the Certificate of Safety has expired.)

Driver Starts Engine, Activates All Interior Lights and Checks:

- | | |
|--|--|
| <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Steering Wheel</p> <p><input type="checkbox"/> <input type="checkbox"/> Windshield Wipers and Washers</p> <p><input type="checkbox"/> <input type="checkbox"/> Heater and Defroster</p> <p><input type="checkbox"/> <input type="checkbox"/> All Interior Lights</p> <p><input type="checkbox"/> <input type="checkbox"/> Horn</p> <p><input type="checkbox"/> <input type="checkbox"/> Service Door (open & close)</p> <p><input type="checkbox"/> <input type="checkbox"/> All Mirrors (adjustments)</p> <p><input type="checkbox"/> <input type="checkbox"/> Sun Visor</p> <p><input type="checkbox"/> <input type="checkbox"/> Emergency Exits (windows and doors) and Alarms</p> <p><input type="checkbox"/> <input type="checkbox"/> Clutch (if applicable)</p> | <p>S U</p> <p><input type="checkbox"/> <input type="checkbox"/> Controls and Indicators</p> <p><input type="checkbox"/> <input type="checkbox"/> Ammeter (voltmeter)</p> <p><input type="checkbox"/> <input type="checkbox"/> Gear Shift Lever</p> <p><input type="checkbox"/> <input type="checkbox"/> Neutral Safety Switch</p> <p><input type="checkbox"/> <input type="checkbox"/> Water Temperature Gauge</p> <p><input type="checkbox"/> <input type="checkbox"/> Fuel Gauge</p> <p><input type="checkbox"/> <input type="checkbox"/> Vacuum or Air Pressure Gauge</p> <p><input type="checkbox"/> <input type="checkbox"/> Odometer</p> <p><input type="checkbox"/> <input type="checkbox"/> Switches</p> <p><input type="checkbox"/> <input type="checkbox"/> Driver's Seat Belt</p> <p><input type="checkbox"/> <input type="checkbox"/> Brake Warning Alarm</p> |
|--|--|

Drive Bus Forward and Apply Brakes:

- S U**
- Service and Emergency Brake Operation

REMARKS: _____

Signature of Driver: _____

Signature of Mechanic Making Repairs/Adjustments: _____

Date Repairs/Adjustments Completed: _____

**Wellington Local School District
Transportation Department
201 S. Main Street
Wellington, Ohio 44090
440-647-4286**

The following vehicle did NOT stop when the school bus was stopped with the red flashing loading/unloading lights in operation.

OTHER VEHICLE (vehicle violating lights): LICENSE NUMBER _____

MAKE OF CAR _____ COLOR _____

DESCRIPTION OF DRIVER (as close as possible):

MALE _____ FEMALE _____ APPROXIMATE AGE _____ COLOR OF HAIR _____

ADDITIONAL INFORMATION: _____

DATE: _____ TIME OF DAY _____ a.m.
Month, Day, Year Day of Week _____ p.m.

WEATHER CONDITIONS: _____

LOCATION OF STOP (where violation occurred): _____

DIRECTION BUS WAS TRAVELING _____ DIRECTION OF OTHER VEHICLE _____

ADDITIONAL INFORMATION: _____

WELLINGTON BUS # _____ I.D. # _____

SCHOOL BUS DRIVER _____

ADDRESS: _____
Street Number City Zip Code

PHONE # _____ (home)

This is a sample of the form you (the driver) fill out when a violation occurs. Call the office on the radio when the violation occurs. Give the license number and the office will have this form waiting for you to fill out before you call the proper law enforcement office.

Wellington Exempted Village School

Office Use Only
Date Rec'd by _____
School official _____

SCHOOL BUS CONDUCT REPORT

Pupil's Name		School Building	Grade/Class
Date of Incident / /20	Bus #	Bus Driver's Name	

NOTICE TO PARENTS

Parent's Name: _____ Address: _____

Telephone: _____

1. The purpose of this report is to inform you of a disciplinary incident involving the above student on the school bus.
2. We trust that you will understand the need for discipline on school buses and urge cooperation in the corrective action initiated by school authorities.

- | | |
|---|--|
| <input type="checkbox"/> Violation of Safety Procedures | <input type="checkbox"/> Excessive Mischief |
| <input type="checkbox"/> Destruction of Property | <input type="checkbox"/> Writing |
| <input type="checkbox"/> Fighting, Pushing, Tripping | <input type="checkbox"/> Smoking |
| <input type="checkbox"/> Rude, Discourteous, Annoying | <input type="checkbox"/> Eating, Drinking, Littering |
| <input type="checkbox"/> Unacceptable Language | <input type="checkbox"/> Other _____ |

Bus Driver's Comments: _____

Bus Driver's Signature _____ Date: _____

- | | |
|---|---|
| <input type="checkbox"/> Held conference with Student
date: | <input type="checkbox"/> Telephoned Parent
date: |
| <input type="checkbox"/> Student Referred to Counselor
date: | <input type="checkbox"/> Student denied Bus Privilege Until
date: |
| <input type="checkbox"/> Sent previous Bus Conduct Report Home
date: | <input type="checkbox"/> Student placed on Bus Probation Until
date: |

School Official's Comments: _____

School Official's Signature _____ Date: _____

**WELLINGTON EXEMPTED VILLAGE SCHOOL
TRANSPORTATION CARD**

Important: The State Law requires bus drivers to have this information.

FILL OUT COMPLETELY AND RETURN TO BUS DRIVER PROMPTLY!

Bus Number _____

Name: _____ School Attending: _____

Street & Number _____ City: _____

Birthdate: ____/____/____ Age: _____ Grade: _____

Home Phone: _____ Other Phone: _____

Any Medical Info That Driver Should Be Aware Of: _____

Parent or Guardian Signature: _____ Date: _____

Note: Driver gives this card to the student to complete.
Then Driver puts this information on Log Sheet.