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**MASTER CONTRACT**

**BETWEEN**

**NORTHEASTERN LOCAL ASSOCIATION  
OF SCHOOL EMPLOYEES/OEA-NEA**

**AND**

**THE NORTHEASTERN LOCAL BOARD OF EDUCATION**

**JULY 1, 2015 - JUNE 30, 2017**

**August 2015**

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**ARTICLE I  
RECOGNITION**

- A. RECOGNITION:** The Northeastern Local Board of Education, hereinafter referred to as the "Board," recognizes the Northeastern Local Association of School Employees, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative of all full and part-time personnel employed by the Board under a regular contract as aides, custodial, food service, maintenance, secretarial and transportation employees of the "Board."
  
- B. EXCLUSION:** Employees who work as substitutes or in temporary positions and the Board Treasurer, the Superintendent, the Superintendent's secretary, the Supervisor of Maintenance and Transportation and the secretary to the Supervisor of Maintenance and Transportation, EMIS secretary, all central office secretaries, all certificated employees, Occupational, Certified Occupational Therapist Assistants, Physical Therapists and all other administrative staff shall be excluded from the bargaining unit.

## **ARTICLE II NEGOTIATIONS**

### **A. SCOPE OF NEGOTIATIONS:**

1. Wages
2. Hours
3. Terms and conditions of employment
4. The continuation, modification and/or deletion of an existing provision of the collective bargaining agreement.

**B.** A mutually acceptable meeting date for the purpose of opening negotiations will be established between ninety (90) and one hundred twenty (120) days prior to the expiration of the Master Contract. At this first meeting, all issues proposed by the Association shall be submitted to the representative(s) of the Board in writing. The Board shall submit in writing all issues it wishes to negotiate to the Association Representative(s) at this initial meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties. After the first meeting, no further items may be submitted without mutual consent of both parties.

**C. NEGOTIATION TEAMS:** The Board and the Association shall be represented at all meetings by a team of negotiators, not to exceed six (6) members each. Each team shall have the right to call to the table one (1) additional member to discuss a specific issue or group of issues. All negotiations shall be conducted exclusively between said teams. No other spectators shall be permitted admittance except upon the approval of both teams.

**D. NEGOTIATION MEETINGS:** The negotiation team shall meet at such mutually agreed upon places and time for the purpose of affecting a free exchange of facts, opinion, proposals and counter-proposals in an effort to reach a mutual understanding and agreement.

**E. CAUCUS:** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period to caucus. The period of time shall be a maximum of thirty (30) minutes unless agreed otherwise.

**F. EXCHANGE OF INFORMATION:** Upon reasonable request, both negotiating teams shall exchange all available information pertinent to the issues under negotiation.

**G. CONSULTANTS:** Consultants may be used by either party to assist in obtaining information pertinent to the issues under consideration. The expenses shall be borne by the inviting group unless agreed otherwise.

**H. PROGRESS REPORTS:** Only with the prior approval of both parties may periodic progress reports be issued to the public.

**I. AGREEMENT:** When an agreement is reached on the issues being negotiated, the agreement shall be reduced to writing. Such agreement shall be submitted to the Association's membership for ratification or rejection. The Association shall notify the chief spokesperson for the Board of the Association's action.

**J. BOARD RATIFICATION AFTER ASSOCIATION ACTION:** Upon ratification by the Association, the Board shall take action at the next Board meeting. If the agreement is adopted by the parties, it shall be signed by the respective representatives.

**K. DISAGREEMENT:**

**MEDIATION:** In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be called unless an extension of the sixty (60) days is mutually agreeable. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to both parties. There shall be at least three (3) sessions with the mediator prior to the declaration of the right to strike by the association as set forth in Ohio Revised Code 4117.

## **ARTICLE III GRIEVANCE PROCEDURE**

**A. INTRODUCTION:** The "Board", the administration and the "Association" have a mutual concern which recognizes that a well conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operation of the school district. The purpose of this procedure shall be to secure, at the lowest possible administrative level, prompt, impartial and equitable solutions to grievances that may from time to time arise.

**B. DEFINITIONS:**

1. **GRIEVANCE:** A "grievance" shall mean a complaint by an employee, a group of employees or the Association that there has been a misapplication or misinterpretation of one or more of the provisions of a contract, or that the employee, group of employees or the Association has been treated inequitably by an act or condition contrary to established school board policy, practice governing or affecting employees.

2. **AGGRIEVED PERSON OR GRIEVANT:** An "aggrieved person" or "grievant" is the person(s) making the complaint.

3. **PARTY IN INTEREST:** A "party in interest" is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

4. **DAYS:** The term "days" when used in this document shall mean working days unless otherwise indicated. Thus, calamity, weekend and vacation days are excluded.

**C. INITIATION AND PROCESSING:** A grievance must be filed within thirty (30) days of the act or condition which caused the grievance or when the grievant should have known of the act or condition.

**D. GRIEVANCE LEVELS:**

1. **LEVEL ONE (IMMEDIATE SUPERVISOR):** An employee with a grievance will first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally. In this meeting the grievant may, at his/her discretion, be accompanied by a bargaining unit member.

2. **LEVEL TWO (FORMAL- IMMEDIATE SUPERVISOR):** An employee with an alleged grievance, which has not been resolved informally, shall first put the complaint in writing, present it to his/her principal/supervisor within ten(10) days following the meeting at Level One, and then both shall discuss the complaint with the objective of resolving the matter. In this meeting the grievant may, at his/her

discretion, be accompanied by a bargaining unit member and/or an OEA representative. This meeting must take place within ten (10) days of the receipt of the employee's written complaint. Within ten (10) days after the meeting, the principal/supervisor must respond in writing to the grievant and the Association representative, if the representative was present.

3. **LEVEL THREE (FORMAL-SUPERINTENDENT):** Within five (5) days of receipt by the grievant of the decision rendered by the principal/supervisor such decision may be appealed by the Association to the Superintendent, at the request of the grievant. The appeal shall include:

- a. a copy of the decision;
- b. the grounds for appeal;
- c. the names of all persons officially present at the Level II meeting.

4. **PARTIES TO RECEIVE COPY OF RESPONSE:** Each person officially present at the hearing shall receive a copy of the appeal.

a. **TIME LIMITS FOR SUPERINTENDENT HEARING:** The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her at a time and place mutually agreed to by the grievant or grievants and the Superintendent or his designee. At least two (2) days prior to the hearing, notice of the time and place shall be given to the grievant, his/her representative if any, the Association, and any administrator who has previously been involved in the grievance.

b. **SUPERINTENDENT TIME LIMITS FOR DECISION:** Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the Association.

5. **MEDIATION (LEVEL FOUR):** A grievance dispute which is not resolved at level three (3) may be submitted by the Association to the Federal Mediator for assistance in providing resolution. In the event that the matter remains unresolved after meeting with the Federal Mediator, the association has the option, within twenty (20) days after the meeting with the Mediator, of appealing the decision into a competent court of law in the State of Ohio, if approved by the Association.

6. **BOARD REVIEW:** In the event the Parties do not reach an agreement at Level Four of the grievance procedure, the decision of the Superintendent/Mediator will be reviewed by the Board. The Board Treasurer will notify the Association in writing of the disposition of the Board within fifteen (15) days from the date of receipt of the written disposition. If the Association does not agree with the disposition, the Association shall have a right to proceed to a court of law as set forth in Article III - MEDIATION (LEVEL FOUR) of the grievance procedure.

7.           **COSTS:** Both parties shall have the responsibility for its costs incurred by all proceedings of the grievance procedure. Neither Party shall enter a plea at any level to be reimbursed for legal fees on any grievance.
- E.           **CONFIDENTIALITY:** Both parties agree that the grievance proceedings should be kept confidential at all levels of the procedure.
- F.           **NO REPRISALS:** No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.
- G.           **TIME LIMITS:** In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- H.           **FAILURE TO MEET TIME LINES:** Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step unless stated otherwise by the grievant and/or the Association.
- I.           **REPRESENTATION:** The Association will process all grievances entered at Level Two or above at the request of the grievant. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement or existing employee policies and that the Association has been given the opportunity to be present at any and all such meetings, deliberations or discussions beginning at Level Two. Any party in interest may be represented at all stages of the grievance procedure by a bargaining unit member beginning at level One and/or an OEA representative at level Two.
- J.           **ASSOCIATION CONSENT:** No grievance may be submitted to mediation without the consent of the Association.
- K.           **SHARING OF INFORMATION:** The Board and the Administration will cooperate with the Association in its investigation of any grievance, and will mutually furnish each other with such information as is relevant for the processing of any grievance.
- L.           **PROCESSING OF GRIEVANCES:** It will be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that proceedings

should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties.

- M. GROUP OR CLASS GRIEVANCE:** If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance may commence at Level III.
- N. RIGHTS UNDER THE LAW:** Nothing contained herein shall prohibit the grievant or the Association from exercising any legal rights guaranteed by law.

**ARTICLE IV  
ASSOCIATION RIGHTS**

**A. EXCLUSIVE ASSOCIATION RIGHTS:** Rights and privileges shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

**B. USE OF SCHOOL BUILDINGS AND EQUIPMENT:** The Board and the administration will cooperate with the recognized employee association in the use of school buildings and equipment providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of buildings and facilities for school-associated groups.

The Association shall have reasonable use of the district e-mail system for group messages outside of working hours.

**C. DISTRIBUTION OF MATERIALS:** Materials to members from the Association maybe distributed to the members in the following way: Copies may be sent to the Central Office, properly packaged for individual schools, and they may be sent out in the school mail for placement in the members' mailbox. Placing of the information in the building is to be done by the Association's Representative.

**D. ACCESS:** The Association shall have the right to have its agents and officers contact employees during the regular school day. Said contacts shall not interrupt the workday of employees.

**E. PROVISION OF DOCUMENTS:** The Board and Administration shall cooperate with the Association in providing documents, data and/or information which assists the Association in developing accurate, informed and informational materials for employees or for the Association's use.

1. **RELEASES FOLLOW STATE AND FEDERAL LAWS:** All releases of the above shall be done in accordance with state and federal law.

2. **DATA FURNISHED AT NO COST TO ASSOCIATION:** During negotiations period, reasonable requests for information pertinent to the issues under negotiations shall be furnished at no cost to the Association.

3. **FEE FOR ADDITIONAL COPIES:** The Association may be charged ten (\$0.10) cents per copy.

**F. ATTENDANCE AT PROFESSIONAL MEETINGS:** The Board shall grant the President of the Association and/or his/her designees up to nineteen (19) days each school year, or the equivalent, of professional leave per school year to attend necessary professional meetings and conduct the business of the Association outside the school district. Prior approval of the Superintendent must be obtained.

1. **ADDITIONAL DAYS MAY BE GRANTED:** Additional leave may be granted to the above persons upon request and with the approval of

the Superintendent, provided the Association shall reimburse the Board for the cost of substitute employees necessitated by the granting of such additional professional leave.

2. **TIME LIMITS OF REQUEST OF LEAVE:** All requests must be made sufficiently in advance of the leave in order that the respective Administrative Supervisor have at least twenty-four (24) hours notice.

**G. ASSOCIATION MEMBERSHIP:** There shall be no reprisals taken by the Board or the administration against any bargaining unit member by reason of membership in the recognized employees' association.

**H. DUES:**

1. **PROFESSIONAL DUES:** The Board agrees to payroll deduction for payment of membership dues in professional associations. Employee authorization shall be required in writing. The Treasurer to the Board and the Treasurer of the Association shall cooperate in setting up the proper bookkeeping arrangement by which the various organizations shall receive monies due them as quickly as possible. Dues shall be deducted in sixteen (16) consecutive paychecks, starting with the first pay in October. Dues shall not be discontinued without notice to the Association. Unless revoked or changed in keeping with procedures herein, an authorization will continue from year to year if continuing membership is authorized by the marking of the individuals NELASE/OEA/NEA Membership form. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such a refund.
2. **PROFESSIONAL STIPEND:** The Board agrees to pay ninety (\$90.00) per year as a professional stipend to all classified employees. Part-time employees shall receive a pro-rated amount equal to the percentage of full-time employment. Stipend will also be pro-rated on paid contractual days. Time frame on stipend check to be paid prior to January 1<sup>st</sup>.

**I. REQUEST FOR INFORMATION**

1. The following information shall be available to the president of the association and sent via inter-office mail to their work location:
  - a. A copy of the agenda in advance of regular meetings.
  - b. A copy of approved board minutes.
  - c. A copy of the treasurers' cash position report.
2. The following information shall be made available to the association upon written request.
  - a. A complete copy of the annual appropriations resolution when adopted by the board.
  - b. A copy of the official certificate of estimated resources and any amendments thereto.

- c. A copy of the proposed budget prior to public hearing
  - d. A copy of the adopted budget.
3. In the event of a special board meeting, the president will be notified prior to the meeting if practical.
  4. Prior notification to the president before any new job postings.
  5. Copy of the recall lists to the president by August 15<sup>th</sup>.

## **ARTICLE V MANAGEMENT RIGHTS**

**A. AUTHORITY:** The Association recognizes the Board has the right and responsibility to manage the school district. The Association therefore agrees that the Board shall have the following rights as long as nothing herein abridges the Contract between the parties:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, the overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedules, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

**B. LIMITATIONS:** The exercise of these powers, rights, authority duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

## **ARTICLE VI WORKING CONDITIONS**

### **A. PERSONNEL FILE:**

1.           **RIGHT TO REVIEW:** The employee shall have the right to review his or her personnel folder in the office of the Superintendent or building principal and/or assistant principal pertaining to all areas of his or her employment except that of recommendations leading to his or her initial employment. Arrangements for the review conference shall be made by the employee with the Superintendent or his designee or building principal and/or assistant principal at a mutually agreed upon time.
  
2.           **PLACEMENT OF MATERIAL IN FILE:** Information placed in the employee's personnel file shall include the initials of the employee and the administrator placing the material in the file, with the date of examination by the member and the date the material was placed in the file. Before anything is placed in an employee's file, said member has the right to see and rebut in writing the addition.
  
3.           **RIGHT TO REBUTTAL:** If the employee finds materials in the personnel folder which he/she feels are detrimental, he or she may file an explanatory or a rebuttal memorandum which will be attached to the material in question.
  
4.           **REMOVAL OF INFORMATION:** Information in the personnel file may be removed, upon mutual agreement of the employee and the administrator making the entry or the Superintendent or designee.
  
5.           **NO ANONYMOUS LETTERS OR MATERIAL:** Anonymous letters or material shall not be placed in an employee's file, nor shall they be a matter of record.
  
6.           **EMPLOYEE SIGNATURE OR INITIAL:** Material to be placed in the personnel folder should be signed or initialed by the employee. If the employee refuses to sign or initial such material this shall be duly noted on said material and signed by a witness.
  
7.           **SCHOOL PERSONNEL ACCESS TO FILE:** School personnel who shall have immediate access to a bargaining unit member's personnel file shall be limited to the Superintendent, assistant superintendents, the employee's immediate supervisor, Board, treasurer, and payroll clerk, who are directly involved in either the supervision of the member(s), or an employment decision concerning the member.
  
8.           **PUBLIC ACCESS TO FILE:** Individuals, other than those identified in the preceding paragraph, wishing to review personnel records shall:

- a. Review the records in the presence of the administrators designated to maintain them.
    - b. A log of records being reviewed will be maintained.
  - c. Make no alterations or additions to the record nor remove any materials there from.
  - d. Personnel records shall be available for public review except for matters, which are, exempted by law as set forth in O.R.C. 149.43 (A)(1).
    - 1. Confidential law enforcement investigatory records.
    - 2. Medical records.
    - 3. Trial preparation records.
    - 4. Any other records the release of which is prohibited by state or federal law.
9.           **LETTERS OF MERIT:** The employee may submit letters of merit which shall be placed in his/her personnel file.
10.           **RIGHT TO GRIEVE:** Any materials entered into an employee's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the employee's file.
- a.           **COPY OF FILE MATERIAL:** An employee will be entitled to a copy of any material except that of recommendations leading to initial employment upon request. Copies will be .10 per copy.

**B. COMPLAINT PROCEDURE:**

- 1.           **COMPLAINT PRINCIPLE:** The Association and the Board recognize that situations may arise in the operation of the school system, which are of concern to parents or the public. Such concerns are best dealt with through communication with the appropriate staff members and administrators.
- 2.           **EFFORTS TO KEEP MEETING INFORMAL:** Every effort should be taken to establish contact between the employee, pupil, parent and principal, to deal with concerns on an informal basis.
- 3.           **COMPLAINTS DIRECTED TO APPROPRIATE PERSONNEL:** The Board should refer concerns, questions and complaints to the appropriate administrative level for resolution.
- 4.           **GUIDELINES TO BE FOLLOWED:** The following guidelines will be followed by persons with concerns, questions or complaints:

- a. **INFORMAL:**
  1. **CONFERENCE:** Every effort should be taken to establish contact (conference) between the member, pupil, parent, and principal before using the more formal approach listed below.
  2. **WRITTEN COMPLAINT:** The complaint should be presented to the staff member in writing within three (3) days from the date of the alleged infraction was brought to the attention of the administrator. If not, the complaint may be ruled null and void. The administrator has complete discretion in handling this matter.
  
- b. **FORMAL:**
  1. **ADHERENCE TO FOLLOWING PROCESS:** The administration will make every effort to adhere to the following procedure in resolving parental complaints:
  2. **IMMEDIATE SUPERVISOR LEVEL:** If the conference above does not lead to an understanding and/or resolution of the problem, the complainant may pursue further action by requesting a meeting involving the bargaining unit member, the principal, and the complainant arranged at a mutually convenient time to discuss the complaint.
  3. **SUPERINTENDENT LEVEL:** If the complaint remains unresolved, it may be appealed by the complaining party to the Superintendent.
  4. **BOARD LEVEL:** If the complaint remains unresolved at Article VI - SUPERINTENDENT LEVEL above, the complaining party may appeal to the Board.
  5. **REPRESENTATION:** In each of the steps mentioned above, a bargaining unit member may request and be accompanied by an Association Representative.

**C. EMPLOYEE'S DAY:** A full time employee shall be one who works five (5) days per week and shall have the following work schedule:

1. **Custodians:** eight (8) hours
2. **Maintenance:** eight (8) hours
3. **Secretaries:** eight (8) hours
4. **Aides/Food Service:** six (6) hours
5. **Bus Drivers:** four (4) hours
6. **Bus Mechanic:** eight (8) hours

7. **Technology Assistant:** six (6) hours

**D. EMPLOYEE WORKDAY:** The employee's workday shall be defined as it relates to the current assignment of the employee. The employee's workday and work year shall not be diminished during the term of the contract of the employee.

1. **BUILDING MEETING SCHEDULE:** Early in the school year the building administrators and/or appropriate supervisors shall work together in establishing regularly scheduled days and times for building and/or center employee's meetings, and employees shall reserve these days and times. The building administrators reserve the right to call emergency meetings when conditions warrant.

2. **DUTY-FREE LUNCH:** Each full-time employee shall receive a thirty (30) minute, uninterrupted, duty free lunch within the eight (8) hour work day.

3. **NOTIFICATION OF CHANGE IN EMPLOYEE /STUDENT DAY:** Every effort will be made to give a forty-eight (48) hour notice of any change in the normal employee student day.

4. **BREAKS:** Each full-time employee shall receive two (2) fifteen (15) minute breaks to be scheduled reasonably during their workday. Each part-time employee shall receive one (1) fifteen (15) minute break to be reasonably scheduled during their workday. Employees of two (2) hours or less and bus drivers shall not receive a break.

**E. CONTRACT YEAR:** The contract year shall be from July 1 through June 30 of any given year.

**F. WORKDAY, WORK WEEK AND OVERTIME PAY**

1. **WORK WEEK DEFINED:** The standard workday is eight (8) hours and the week for all bargaining unit members shall be Monday through Friday.

2. **DETERMINATION OF OVERTIME PAY:** For all purposes herein, overtime shall be paid for all hours worked by a bargaining unit employee over forty (40) hours per week.

3. **RATE OF OVERTIME PAY:** The overtime rate shall be at one and one half (1 -1/2) times the employee's regular rate of pay except for overtime due to field trips, athletic trips, extra trips, etc. for which overtime rate shall be calculated according to the Fair Labor Standards Act except as set forth herein.

4. **HOLIDAYS, SICK LEAVE, PERSONAL LEAVE USE FOR DETERMINING OVERTIME PAY:** Holidays, sick leave, personal leave, and calamity days shall be considered as hours worked for purposes of determining the overtime payment.
  5. **COMPENSATORY TIME/ OVERTIME DETERMINATION:** Under the terms of this Master Contract agreement, anywhere compensatory time is addressed, the treasurer of the Board of Education will determine by July 1st of each year whether the employee will receive compensatory time or regular / overtime pay (whichever applies). This clause supersedes any other language where the employee may elect to receive compensatory time.
- G. SCHOOL CALENDAR:** Between September 1 and November 30 the Association President shall arrange a meeting with the Local Superintendent to communicate input from the Association regarding the next school year's calendar.
- H. EMPLOYEES' SUPPLIES:** It shall be the responsibility of each principal to explain to his/her employees all the channels that exist in terms of school resources and employees' supplies. This communication shall take place at the building meeting when budgetary concerns are discussed with the staff for the next school year.
- I. INFORMAL SUBSTITUTES:** In all cases of employee absences of one-half day or more, the Immediate Supervisor or his/her designee shall make a reasonable effort to secure the necessary substitute. In the event of an emergency when no substitute is available, each building shall determine emergency coverage for all classifications. Employees are not responsible for obtaining their own subs and the Board shall supply subs according to their availability.
- J. HOLIDAYS AND OTHER DAYS OFF:** Employees shall receive paid holidays as follows:
1. **HOLIDAYS FOR TWELVE (12) MONTH EMPLOYEES:** Twelve (12) month employees shall receive New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, two (2) days at Thanksgiving, and two (2) days at Christmas.
  2. **HOLIDAYS FOR EMPLOYEES LESS THAN TWELVE (12) MONTHS:** All other employees and regular part-time employees shall receive Labor Day, Thanksgiving, Christmas, New Year's Day, President's Day, Martin Luther King Day, Memorial Day, and an additional holiday not falling on a school day.
  3. **CALAMITY DAYS:** Employees will not be expected to make up any work hours missed due to calamity days or days in which classes are not rescheduled. Employees are expected to make up work hours equal to any calamity days missed in which classes are rescheduled ( or made up using alternative methods, i.e. E-Days) without additional pay. Work

hours missed to excessive calamity days may be made up by adding time to the work week and/or adding work time to the end of the school year upon approval of the Superintendent.

a. **WORKDAY FOR TWELVE (12) MONTH EMPLOYEES ON A CALAMITY DAY:** Any employee who is required to work on a weather related calamity day shall work four (4) hours. The employee shall receive eight (8) hours of pay and receive two (2) hours of compensatory time for each occurrence. Compensatory time shall be taken when the school year breaks.

b. **WORKDAY FOR LESS THAN TWELVE (12) MONTH EMPLOYEES ON A CALAMITY DAY:** An employee scheduled to be on duty prior to the cancellation of school (as determined by their immediate supervisor) shall receive one half (1/2) the number of hours actually worked in compensatory time.

c. **LEVEL THREE EMERGENCY PROCEDURE:** No employee shall be required to report to any workplace on a level III emergency day (as declared by the appropriate county agency), including if such reporting requires direct travel from the bargaining unit member's residence through any county designated to be in a Level III snow emergency or if the superintendent determines that travel would pose a threat to the health or safety of the bargaining unit member.

4. **TIME OFF FOR WORKING ON CHRISTMAS OR SPRING BREAK:** An employee scheduled to work Christmas or Spring break may take the break off without pay or use vacation time upon approval of a written request to his/her immediate supervisor.

a. **PROCESS FOR MAKING REQUEST FOR TIME OFF:** Such request shall be made at least five (5) working days prior to the scheduled break and will be granted by the supervisor as long as an effective work force is maintained as determined solely by the immediate supervisor.

**K. VACATION:**

1. **VACATION ACCUMULATION FOR 12-MONTH EMPLOYEES:**

- a. Employees who have been employed from six (6) months to one (1) year shall have one (1) week of paid vacation.
- b. Employees who have been employed from one (1) to eight (8) years shall have two (2) weeks of paid vacation.
- c. Employees who have been employed from nine (9) to sixteen (16) years shall have three (3) weeks of paid vacation.
- d. Employees who have been employed from seventeen (17) years or more shall have four (4) weeks of paid vacation.

2. **USE OF VACATION:**

- a. All vacation time shall be taken with approval from the immediate supervisor based on scheduling and seniority.
- b. Minimum use of vacation days can be deducted in multiples of one-half (1/2) day.

3. **ATTENDANCE INCENTIVE POLICY:**

- a. **EMPLOYEES WHO WORK TWELVE (12) MONTHS:** Each twelve (12) month employee who does not miss a day of work, including sick leave days, personal leave days or unpaid days, for one (1) year, commencing on July 1st and ending on the following June 30th, shall receive five (5) days of vacation. The five (5) days must be taken on a day(s) when school is not in session.
- b. If a twelve (12) month employee misses one (1) day, including sick leave days, personal days or unpaid days for one year, as set forth in Article VI - USE OF VACATION above, the employee shall receive three (3) days of vacation which must be taken when school is not in session.
- c. Notification of request for Incentive pay for perfect attendance needs to be made to the treasurer by July 31st of the same year in which the employee qualifies.
- d. During tight financial times, if the administration determines the inability to compensate employees monetarily for additional hours requested to work; and compensatory time is accumulated, the administration will not prevent the employee from using their compensatory time. In addition, use of compensatory time during administratively determined financially lean times, will not count against the employee for attendance incentive purposes. The administration still states that no substitute be hired for an employee using compensatory time.

4. **EMPLOYEES WHO WORK LESS THAN TWELVE (12) MONTHS:**  
Employees who work nine (9) months and do not miss any days, including sick leave days, personal leave days or unpaid days, for one (1) year commencing on July 1st and ending on the following June 30th, will receive two (2) days of pay.

- a. If a nine (9) month employee misses one (1) day, including sick leave days and personal leave days or unpaid leave days, as set forth in Article VI – EMPLOYEES WHO WORK LESS THAN TWELVE (12) months, , the employees shall receive one day's pay.
- b. Such stipends shall be paid at the earliest pay for which information can be compiled after the close of the contract year after notification by the employee to the Treasurer's office has taken place.

## **ARTICLE VII EMPLOYMENT PRACTICES**

**A. VACANCIES:** A position shall be considered vacant when an employee has resigned or retired, is discharged, or has transferred to another position; a new position has been established or if an employee dies. . Nothing herein shall require the Board to fill a vacancy.

1. **CONTENT OF POSTING NOTICE:** Notice of all new positions or vacancies will be posted in each building and job site as well as on the District's Internet site during the school year as soon as the position becomes officially open. The postings will include:

- a. Position Title.
- b. Requirements for the position.
- c. Beginning hourly wage rate /compensation based on experience.
- d. Deadline for application and effective starting date.
- e. Date of posting.
- f. Number of hours

2. **POSTING PERIOD:** Posting shall be for five (5) working days from the date of posting.

3. **JOB POSTINGS:**

- a. At any time employees may request in writing consideration for openings/positions for which they are qualified or expect to be qualified for the following year.
- b. When an opening occurs the Superintendent shall attempt to notify those who have requested notification of such opening.
- c. Postings shall also be electronically mailed to all employees on their District-provided email address.

4. **SELECTION CRITERIA:** When all qualifications of bargaining unit members are equal as determined by the Superintendent, seniority will be the determining factor. Such decision shall not be arbitrary nor capricious. If a bargaining unit member is not deemed acceptable, outside candidates will be considered. Selection criteria shall be as follows:

- a. Years of service.
- b. Last three (3) years evaluations.
- c. Demonstrated knowledge of the position.
- d. Attendance.
- e. Skills and ability to do the job.
- f. Seniority.
- g. Ability to meet the requirements of the job description.
- h. References
- i. Interview

5. **WRITTEN REASONS FOR REJECTION:** Upon request, any staff member who has been rejected for a position shall receive written reasons as to why the chosen person received the position.

**B. SENIORITY DEFINED:** Seniority is defined as continuous years of service within the district and within the specific employee classification. Approved leaves of absences or suspensions of contracts shall not be considered as interrupting continuous service, but shall not be counted towards the accumulation of seniority.

**C. VOLUNTARY TRANSFER DEFINED:** A voluntary transfer involves a bargaining unit member who selects to move to a vacancy within the bargaining unit.

1. **RIGHT TO ACCEPT OR REJECT A POSITION:** The employee who has been awarded the position shall maintain the option of accepting or declining the position, and shall lose no rights in his/her present position as a result of his/her decision.

2. The Board and Association agree to follow the State Employment Relations Board (SERB) guidelines RC 4117 in determining whether a new non-teacher position will be included in the bargaining unit.

**D. INDIVIDUAL CONTRACTS:** The Board shall provide each employee a written base contract. Such contracts and salary notices shall be in accordance with the Ohio Revised Code and the contracted agreement, and shall include the following items:

1. Name and address.

2. Type of contract.

3. Length of contract.

4. Hourly rate.

5. Employee hereby agrees to fulfill the assigned duties in Northeastern Local Schools.

6. Employee further agrees to abide by and maintain the rules and regulations adopted by the Board.

7. Employees agree to work the number of workdays as provided in the contracted agreement according to the classifications on the salary schedule in this agreement.

8. Part-time employees: Every effort will be made to make part time employee's contracts consistent with a full time employee's contract.

**E. DUE PROCESS:** If an employee of the bargaining unit is to be disciplined, his/her contract suspended, demoted or terminated, the employee shall be afforded all rights of due process. Progressive discipline shall be utilized in all such cases, with the exception of alleged accusations of the employee, which would cause the employee to be suspended or terminated. All meetings regarding negative actions against the contract status of an employee shall be at a mutually agreed to time and place. The employee may choose to have a representative at all meetings regarding due process, if the employee chooses.

1. **DISCIPLINARY MEETINGS:** All meetings which involve discipline of any nature shall be held no sooner than two (2) work days from the time of the notification unless otherwise agreed to by the parties. At the time the discipline is meted, the employee shall be given the written reason(s) for the discipline.

**F. PROGRESSIVE REPRIMAND AS PROCESS:** It shall be the goal of the administration to issue reprimands only as a last resort. If, however, a reprimand is necessary, the basic concepts of just cause, privacy, and due process shall be maintained at each level of any reprimand. Reprimands must be handled in a professional manner.

1. **SUSPENSION ONLY BY SUPERINTENDENT:** Only the Superintendent has the right to suspend a staff member's contract. The suspension shall be for no more than ten (10) working days. In the event of a suspension, the grievant shall have the right to file a grievance at Level Three (3) of the Grievance Procedure (Superintendent level). Suspensions shall not constitute a break in service for seniority purposes.

2. **PROGRESSIVE STEPS OF REPRIMAND:**

- a. Written.
- b. Suspension with/without pay.
- c. Termination.

3. **WRITTEN REPRIMAND:** Reprimands at all steps shall be in writing and submitted to the bargaining unit member at the time the discipline is issued.

4. **REPRIMAND STATUS:** Only current reprimands shall be used in completing the evaluations.
5. **APPEAL TO COMMON PLEAS COURT:** It is expressly agreed that all suspensions and terminations actions may be appealed to the Clark County Court of Common Pleas.
6. **RECORDING OF DISCIPLINARY CONFERENCE:** The Board and employee may tape the conference.

**G. PROBATIONARY PERIOD:** Each bargaining unit member shall serve a period of 12 months (365 calendar days) for a probationary period. During this period of time the Board may terminate the employee without cause. After the probationary period, the employee shall be terminated for only just cause.

**H. VARIANCE DAYS** - When state approved Variance Days are secured for the school year, in-service will be provided to staff related to their job.

**I. NON-RENEWALS** - Non-renewed individuals with four (4) years or more of experience will be given first consideration for a newly posted position. They will be placed on a non-renewed list for twenty-four (24) months in order of seniority.

**ARTICLE VIII  
EMPLOYEE EVALUATION**

**A. EMPLOYEE EVALUATION:** The evaluation process for all employees shall be in accordance to the evaluation process attached to this contract. No other instrument or information shall be used to evaluate the employees of the bargaining unit. The employee must be notified when they are being evaluated and what the time frame for the evaluation is.

The Evaluation form is attached as an addendum.

**ARTICLE IX  
REDUCTION IN FORCE**

**A. REASON FOR REDUCTION IN FORCE:** When it would become necessary for the Board to make a reasonable reduction due to declining enrollment, consolidation of schools, the return of employees on approved leaves of absence, or financial reasons of employees covered by this Contract, the following shall be applied.

1. **ORDER OF CONTRACT SUSPENSION:** Reductions shall be made by suspending contracts based upon seniority in the district. Those contracts to be suspended will be chosen by seniority within their classification. When it becomes necessary to reduce the number of employees in the bargaining unit, probationary workers shall be laid off first. Regular employees shall be laid off in the inverse order of classification seniority. An employee shall have the right to bump (displace) those with less seniority in his/her department or classification, with the same hours or less.

2. **SENIORITY DEFINED:** Seniority will be defined as set forth in Article VII – SENIORITY DEFINED of this Agreement.

a. **TIE IN SENIORITY:** If two (2) or more employees have spent the same length of continuous service, seniority will be determined by:

1. the date of the board meeting at which the employee was hired, with transfers having seniority over new hires that occur at the same board meeting and then by;

2. the date the employee returns his/her signed initial employment contract in the district,

3. any remaining ties will be broken by lot with the affected employees and the Association President in attendance.

b. **SENIORITY LIST:** The administration shall issue a seniority list to the Association President by November 1st of each year or within twenty (20) days from the date of a request for an updated version. The list shall include the name, the year, and date of hire. If there is a dispute, the member may request a meeting with administration to resolve the differences, and may be accompanied by association representation.

3. **RECALL RIGHTS:** The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Employees on the recall list will have the following rights:

a. **NO NEW HIRES:** No new employees will be employed by the Board while there are employees on the recall list who are qualified for the vacancy.

b. **ORDER OF RECALL:** Employees on the recall list will be recalled in order of seniority for vacancies in areas for which they are qualified.

c. **NOTIFICATION OF RECALL:** If a vacancy occurs, the Board will send a certified announcement to the first known address of all employees on the recall list who are qualified according to these provisions. It is the employee's responsibility to keep the Board informed of his/her current address. All employees are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any employee who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

d. **RIGHTS UPON RETURN FROM REDUCTION IN FORCE:** An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

**B. REDUCTION IN FOOD SERVICES HOURS:** When a reduction in hours is needed in a specific building due to enrollment or financial concerns the reduction shall be first offered on a voluntary basis, second by seniority and third by bumping based on number of hours in the affected individuals contract.

1. **RIGHT TO BUMP:** The food service employee shall have the right to bump (displace) workers with the same number of hours in their contract who have less seniority.

2. **RESTORATION PROCESS:** The individual that incurred the reduction in time shall then for a period of twenty-four (24) months have the first right of refusal for any increase in time at that building up to the amount of lost time they sustained.

3. **MINIMUM AMOUNT OF TIME CHANGE:** Contract changes shall be for no less than thirty (30) minutes for this procedure to be used.

**ARTICLE X  
LEAVES OF ABSENCE**

**A. SICK LEAVE:**

1. **ACCUMULATION:** Each employee shall have the right to accumulate two hundred eighty (280) days of sick leave with pay beginning in year one of this agreement.
  
2. **USE OF SICK LEAVE:** Such accumulated sick leave may be used for exposure to contagious disease, complications due to pregnancy, illness or injury of the employee or member of the immediate family (children, step-children, father, mother, step-parent, sister, brother, husband, wife, parent-in-law, brother and sister-in-law, daughter and son-in-law, grandparents of either spouse, grandchildren or any relative living in the household) without limitation, provided documentation for reasonable cause is submitted as required by state statute. Illnesses of more than 3 consecutive days requires a doctor's excuse.
  
3. **USE OF SICK LEAVE FOR FUNERAL:** Sick leave days may not be used for attending a funeral other than immediate family as defined above.

Sick leave days may be used to attend a funeral for immediate family as defined in Article X - USE OF SICK LEAVE. Permission may be granted by the Superintendent on an individual needs basis for attending a funeral of a family member not listed above, or a close friend or acquaintance for up to three days.
  
4. **MAINTAINING MAXIMUM ACCUMULATION:** When an employee earns the maximum allowable accumulated sick leave and earns leave at one and one-fourth (1-1/4) days per month up to fifteen (15) more), and the employee does not use more than is earned per month, the district's record keeping system will show no less than the maximum accumulation possible.
  - a. Example: An employee has earned the maximum two hundred and eighty (280) days and is ill two (2) days in September, the maximum will not drop below two hundred and eighty (280), due to the employee earning one and one-fourth (1-1/4) days in July and August.
  
  - b. Example: If in year three an employee has earned the maximum two hundred and fifty (250) days and is ill fifteen (15) days during the school year, the number of days will not fall below the maximum.
  
5. **SICK LEAVE ADVANCE:** All employees may be advanced up to five (5) days of sick leave which are not yet earned. Time shall remain in the current year to earn the sick leave days advanced. Employees will be

required to reimburse the district for any days advanced; when not enough days were worked to earn back the advanced days, when an employee's service to the district is terminated by the employee or by the district and prior to any severance payments being made or final check released.

6. **MINIMUM USE OF SICK LEAVE:** Sick leave will be deducted in multiples of one-half (1/2) day.

7. **REINSTATEMENT OF SICK LEAVE UPON REEMPLOYMENT:** Any member having terminated employment will have accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another agency covered by the provisions of O.R.C. 3319.141.

## **B. PERSONAL LEAVE:**

1. **ACCUMULATION (PERSONAL LEAVE):** Three (3) days of personal leave per year shall be available to each member upon notification of the Building Principal and/or Supervisor, at least twenty-four (24) hours in advance, except in an emergency. Personal days can be taken in one-half (1/2) day increments.

2. **ABUSE OF PERSONAL LEAVE:** Abuse of the following provisions may constitute grounds for disciplinary action and could include dismissal.

3. **UNRESTRICTED USE:** The use shall be unrestricted except for the following:

- a. Personal leave shall not be used for gainful employment.
- b. Personal leave shall not be used for lengthening vacations (unless extreme emergency conditions exist, such as travel conditions).
  - c. If more than two (2) employees per work site request the same day for personal leave, the immediate supervisor's decision will be based on the reasonable management of schools (more than two may be granted).
- d. It is important that the bargaining unit member be present on in-service and regular workdays. A minimal number of personal days may be used on these days.

4. **PERSONAL LEAVE NOT DEDUCTED FROM SICK LEAVE:** Personal leave days shall not be deducted from sick leave accumulation and no salary deduction shall be made.

5. **CONVERSION OF UNUSED PERSONAL LEAVE:** Any bargaining unit member with unused personal leave as of June 30<sup>th</sup> annually shall have such leave automatically converted to sick leave.

**C. PHYSICAL ASSAULT/MENTAL LEAVE:** Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from physical or mental assault under the following conditions:

1. **LENGTH OF PAID LEAVE:** Any employee who must be absent from his or her duties due to physical disability or mental disability resulting from a physical assault by a student or the parent or legal guardian of a student of this system, while employed or in performing duties for school-related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days.
2. **DISABILITY RETIREMENT:** If permanently disabled, the employee must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."
3. **STATEMENT OF ASSAULT:** Before assault leave can be approved, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the physical assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, if known. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which, has been signed by a physician licensed in the State of Ohio.
4. **FALSIFICATION:** Falsification of either the written, signed statement of the events or circumstances surrounding the physical assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C.
5. **ASSAULT LEAVE NOT CHARGED TO SICK LEAVE:** Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the employee is entitled.

**D. ADOPTIVE/PARENT/CHILD CARE LEAVE OF ABSENCE:** The Board may grant an adoptive/parent/child care leave of absence, without pay, to any regularly employed bargaining unit member.

1. **REQUEST FOR LEAVE:** An employee may request a leave of absence without pay for the purpose of adoption/parent/child care. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the length of absence desired by the employee.

2. **DURATION OF LEAVE:** The duration of the leave of absence shall be no longer than one (1) year but may be renewed by the Board upon request of the employee.
  3. **NOTIFICATION OF RETURN:** The employee shall notify the Superintendent of intent to return from leave not later than April 1, if the intent is to return at the beginning of the new school year. If the Superintendent is not notified, the Board may assume that the employee will not return.
  4. **EARLY RETURN FROM LEAVE:** At the discretion of the Board and upon the recommendation of the Superintendent, an adoptive/parent/child care leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave in case of interrupted pregnancy or death or recovery of the child, or other circumstances eliminating the necessity for such leave. Such action shall be taken only after a doctor certifies that the employee is in good health and able to resume his or her full duties. A return to some form of part-time or limited service shall be permitted by mutual agreement.
  5. **CONTRACT STATUS ANNUAL SALARY INCREMENT:** The contract status of any such employee shall not be adversely affected by adoptive/parent/child care leave, but the normal annual salary increment and vacation, sick, and personal days shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.
  6. **CONTINUATION OF BENEFITS:** Such bargaining unit member may continue participation in group benefit plans, with the exception of term life insurance, at his or her expense. Appropriate arrangements shall be made with the treasurer to continue in such plans prior to the beginning of such leave.
  7. **REINSTATEMENT RIGHTS:** Every effort shall be made by the Superintendent to reinstate employees returning from this leave to the original position. Regardless, the employee will be reinstated to a position within his/her classification.
- E. MILITARY LEAVE:** Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into the school system with annual increments of up to five years credit towards the salary schedule, upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time.
- F. PROFESSIONAL STUDY LEAVE:** A leave of absence without pay or benefits for professional or educational purposes may be granted by the Board

upon receipt of a written request. The request shall contain the inclusive dates for a leave period and a plan for the professional or educational program. No plan will be approved unless it contains a minimum of 18 semester hours of instruction / coursework to be taken per year.

1.           **RESTRICTIONS:** The Board may not grant such a leave unless there is available a satisfactory substitute; nor grant such leaves to more than five (5) percent of the staff at any one time; nor grant a leave longer than one (1) school year; nor grant a leave to any employee more often than once for each five (5) years of service; nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.
  
2.           **NOTIFICATION OF RETURN FROM LEAVE:** The employee shall notify the Superintendent in writing by April 1 prior to returning to the school district.
  
3.           **EVIDENCE OF PROFESSIONAL STUDY LEAVE:** Upon returning, the employee shall give evidence in writing that the plan submitted at the time of the request was followed.

**G.           JURY DUTY AND COURT SERVICES:**

1.           **JURY DUTY:** When a member is called for jury service, he/she shall give his/her immediate supervisor notice and the Board will reimburse the employee his/her regular pay. The employee shall retain the stipend received for serving on jury duty to cover for the transportation, meals, parking and room. The employee shall provide proof of having served.
  
2.           **SUBPOENA AS WITNESS:** When an employee under contract is subpoenaed to serve as a witness, in a proceeding directly related to his/her job, he/she shall be given a leave of absence with pay for the actual time required for such court appearance. The employee shall retain his/her per diem, for transportation, meals, parking and room. The employee shall provide proof of having received a subpoena and the length of witness time.
  
3.           **COURT DUTY ARISING FROM EMPLOYMENT:** When an employee is involved in a court action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required and supply proof of attendance, except when the action being brought against the district is initiated by the employee. (Article X, J is not applicable in this situation)

**H.           FAMILY AND MEDICAL LEAVE ACT:** Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993

(FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run consecutively with existing leave benefits.

#### **I. SICK LEAVE BANK:**

1. **ESTABLISHMENT:** The parties agree to the establishment of a sick leave bank. The Administration of said bank shall be the sole responsibility of the Association.
2. **POLICIES OF SICK LEAVE BANK:** The Association shall provide the Treasurer with a copy of the policies of the Association's Sick Leave Bank.
3. **NUMBER OF DAYS TO BE DONATED TO BANK:** No bargaining unit member will be permitted to donate a sick leave day to the sick leave bank which is in excess of the total number of accumulated sick leave days allowable under the terms of this Master Contract.
4. **TRANSFER OF DAYS:** The Association shall give the Board Treasurer notice of the number of days to be transferred from the donor to the affected employee.

#### **J. UNPAID DAYS**

Four (4) unpaid, non-doctor documented, days in a six month period is grounds for termination of employment unless otherwise approved by the Superintendent.

#### **K. UNPAID LEAVE**

1. Members will not accrue vacation leave (where applicable), sick or personal when on Unpaid Leave. If the employee has not worked 120 days in the school year, they will not advance on the salary schedule.

#### **L. WAGE CONTINUATION / WORKERS COMPENSATION**

1. If a bargaining unit member is offered wage continuation by the Board and the bargaining unit member turns it down, or if job duties modification, consistent with physician orders, is offered and turned down, any resulting absence by such bargaining unit member due to a designation of temporary disability by the State of Ohio Workers Compensation Board will be treated as unpaid leave under the Contract for purposes of benefits, leaves, and salary schedule advancement.

**ARTICLE XI  
COMPENSATION AND PAYROLL PRACTICES**

**A. SALARY SCHEDULES:** The actual schedules will be inserted as an addendum.

**B. SALARY SCHEDULE BASE PERCENTAGE INCREASES:**

2015-2016 school year 2%

2016-2017 school year 2%

2002-2003 - Health insurance 85%Board, 15% employee

2004-2005 - Health insurance 90%Board, 10% employee for new employee  
single coverage

**C. PLACEMENT ON THE SALARY SCHEDULE:** An employee who is involuntarily or because of medical necessity moved to a different pay schedule shall be placed on the step necessary to ensure no hourly loss. An employee who voluntarily applies for and is accepted into a new position with a different pay schedule shall be placed at the lesser of

1. His/her years of service applied to the new schedule  
OR
2. His/her previous rate.

**D. CLASSIFICATIONS:**

1. **AIDES**
2. **CUSTODIAL**
3. **FOOD SERVICE**
4. **MAINTENANCE**
5. **SECRETARIAL/CLERICAL**
6. **TRANSPORTATION**
7. **TECHNOLOGY ASSISTANT**

**E. PAYROLL PRACTICES:**

1. **JANUARY PAYROLL:** The January payroll checks shall not be dated for December of the previous year.
2. **PAY DATES:** A calendar with pay days identified shall be distributed to employees in the district.
3. **TWENTY-SIX (26) PAY PERIODS:** The contract year shall be divided into twenty-six (26) equal pay periods. Paydays shall fall on alternate Fridays throughout the contract year.
4. **PAYROLL DEDUCTIONS:** Upon the request of the employee, the following items shall be deducted from the employee's pay check:
  - a. Association dues
  - b. Credit Union contributions
  - c. Annuities-There shall be at least five (5) employees enrolled in the same company or institution.
  - d. EPAC payroll deductions – Accepted only during enrollment period, once per year.

**F. SALARY PAYMENT ADJUSTMENT FOR TWELVE (12) MONTH EMPLOYEES:** Employees will be paid every 2 weeks. When the last pay of their current contract falls prior to June 30<sup>th</sup>, those days not worked/earned yet will be paid on their next regular pay. This will insure a minimum of 10 days paid on each paycheck.

**G. WAGES FOR EXTRA-CURRICULAR DUTIES:**

1. **ALL EMPLOYEE CLASSIFICATIONS** who are assigned to work extra-curricular duties will be paid at eleven (\$11) dollars per hour for a minimum of four (4) hours of work inclusive of all jobs related to the event. (ie., Saturday game – custodian assigned had to start job earlier due to sidewalk snow removal. See Article XIII C 4.
2. **WAGES FOR CUSTODIANS, BUS DRIVERS AND FOOD SERVICES PERSONNEL FOR COMMUNITY ASSIGNMENTS:** Custodians, bus drivers and food service personnel who work or volunteer for a community group and is not an extra-curricular function, the involved employee(s) shall be paid at twenty-two (22) dollars per hour for a minimum of four (4) hours of work.

## ARTICLE XII FRINGE BENEFITS

- A. BARGAINING UNIT MEMBER DEFINED:** A bargaining unit member is a contracted employee, employed as per adopted school calendar on twenty six (26) pay schedule and employed to work each day of the contract year.
1. **FULL-TIME STAFF MEMBER BENEFITS:** In addition to salary described in Article 11, a full time staff member receives the following:
    - a. A single or family prescription drug policy.
    - b. A term life policy with accidental death and dismemberment.
  2. **FULL-TIME STAFF MEMBER BENEFIT OPTIONS:** A full time staff member may elect to receive in addition to the above, the following benefits:
    - a. Any employee that elects single health insurance coverage, will receive that benefit at ninety percent (90%) of the cost of the CORE Plan. If the member chooses the HIGH OPTION Plan they also will pay the difference between the CORE and HIGH OPTION.
  3. **PART-TIME STAFF MEMBER WORKING LESS THAN FIVE HOURS:** A part-time staff member working less than five (5) hours per day (less than twenty-five (25) hours per week) may participate in health, dental and prescription drug coverage by paying 100% of the total cost to the Board for single or family coverage through payroll deductions.
  4. **PART-TIME STAFF MEMBER WORKING FIVE HOURS BUT LESS THAN FULL-TIME:** A staff member working five (5) hours per day or more but less than full-time shall receive benefits paid by the Board at fifty (50%) percent of the amount paid by the Board for a full-time employee for single or family coverage. The employee's share shall be made through payroll deductions.
- B. INSURANCE PROGRAMS:** Effective during the period of this master contract, the stated insurance programs shall be available for all members of the bargaining unit as specified.
1. **OPEN ENROLLMENT:** Notification regarding the open enrollment period will be posted in each school building prior to and during the open enrollment period.
  2. **CHANGE OF CARRIERS/EQUIVALENT COVERAGE:** All insurance provided shall be subject to the conditions set forth in any insurance contract secured by the Board, provided, however, if the Board

elects to change carriers, the coverage shall be equivalent to that described below.

3. **EMPLOYEE CHANGE IN COVERAGE (I.E., SINGLE TO FAMILY):** Prescription Drug and Life Insurance for a new employee becomes effective their first working day on the payroll. In the event an employee desires to change coverage (i.e. single to family) the employee must file an application with the Treasurer. The effective date of change will be the date such change is accepted by the carrier.

4. **CONTINUATION OF BENEFITS:** The above insurance shall be continued for any eligible employee who pays the member's portion when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than thirty (30) days, or until such employee either resigns their employment status or fail to return to active working status at the commencement of the next school year. Employees on non-compensated approved leave of absence (including disability leave of absence) of over thirty (30) days' duration or on lay-off under a suspended contract who desire to continue medical insurance coverage past the period for which the Board has agreed to continue coverage for the employee may do so under the Federal Regulations of COBRA.

5. **INSURANCE OPT-OUT:** A new employee may elect to not join in, or an employee currently enrolled may withdraw participation from, the district's health benefits program. If such an election is taken, the employee may choose one of the two following provisions:

- a. Provision of nine hundred dollars (\$900) annually for non-participation in the family plan. (The employee must provide proof of a qualifying family member)
- b. Provision of four hundred dollars (\$400) for non-participation in the single plan.

The provisions are payable in the second paycheck of June of the qualifying year.

C. **HOSPITALIZATION:** The Board shall notify employees annually of the open periods of the benefits noted below. Premium: The Board will pay eight (80%) percent for the 2001-2002 school year and eighty-five (85%) effective the 2002-2003 school year for family hospitalization coverage. An employee will pay one (\$1.00) dollar a year for single coverage. All new employees effective July 1, 2004 will pay ten (10) percent of the premium for single coverage and the Board will pay ninety (90%) percent. Beginning with the 2004-2005 school year any employee that elects single health insurance coverage, will receive that benefit at

ninety percent (90%) of the cost of the CORE Plan. If the member chooses the HIGH OPTION Plan they also will pay the difference between the CORE and HIGH OPTION.

1. **COVERAGE SPECIFICATIONS:**

- a. Organ transplant rider that covers any and all transplants. This adds heart, lung, liver and pancreas to the current coverage.
- b. Lifetime maximum of \$1,000,000 on the major medical.
- c. UCR's to be set by the HAIA tables according to the zip code of the provider.

**D. DENTAL INSURANCE:** A full-time staff member may elect to receive a single dental policy as provided by Oasis Trust and the same identical plan as that of the NELEA. The Board shall pay one hundred (100) percent of the single plan and seventy (70) percent of the premium of the family plan.

**E. VISION INSURANCE:** The Board shall pay one hundred (100) percent of the premium of Plan C of Vision Services Plan for the single plan or family plan for each full time bargaining unit member. The plan shall be the same as that of the Plan covered in the NELEA contract.

**F. PRESCRIPTION DRUG:** Prescription Drug coverage is part of health coverage.

**G. LIFE INSURANCE:** A twenty thousand (\$20,000) dollar term life insurance policy with an additional ten thousand (\$10,000) dollars for those employees with twenty-five (25) years or more of total employment. Accidental death and dismemberment and conversion rights shall be included if provided by the carrier.

**H. STUDENT TUITION:** Members who have legal custody of a student shall be entitled to enroll such student in the Northeastern School District with no tuition cost to the member. Additional educational costs and tuition will not be the responsibility of the Northeastern School District. Transportation is the responsibility of the parent and enrollment procedures will be the same as other students. Documented, persistent and sever misconduct of a particular student may be grounds for revocation of Open Enrollment privilege of said student.

**I. SERS EMPLOYEE PICKUP:** The Board agrees to facilitate the State Employee's Retirement System Employee Pick Up according to the rules and regulations as established by said retirement system and at no cost to the Board.

**J. SEVERANCE PAY:** Severance pay will be provided to each employee who retires upon proper notification, entrance and acceptance into appropriate State Employees Retirement System. Such pay shall be paid only once and shall be considered to eliminate all sick leave credit accrued by the employee at that time.

1. **SCHEDULE OF PAYMENT:** Such pay shall be paid in the first full month following the effective date of retirement and final pay period of the current contract as follows:
  - a. Payment shall be computed on the per diem rate of the retiring employee's current contract, not to include supplemental contracts.
  - b. Each employee shall be paid thirty (30) percent of the unused accumulated sick leave days based up to a maximum accumulation of sick leave as determined by Article X in this agreement.
2. **REQUEST FOR SEVERANCE PAY:** To implement the above, the employee shall provide the Treasurer of the school district proof of acceptance in the State Employment Retirement System and a written request for severance pay no later than one hundred twenty (120) days from the last day of service.
  - a. Payment of severance shall be made upon the request of the employee, but no later than December of the year following retirement.

**K. TUITION REIMBURSEMENT:**

1. **FULL REIMBURSEMENT:** Any employee who wishes to take additional training relating to his/her present assignment at a licensed institution shall be fully reimbursed for all expenses incurred for taking such training, on a first come first serve basis.
2. **APPROVAL MADE BY IMMEDIATE SUPERVISOR:** Requests for taking such courses shall be approved by the employee's immediate supervisor.
3. **PROOF OF PAYMENT TO BOARD TREASURER:** The employee shall provide proof of payment and the completion to the Treasurer. Reimbursement for expenses incurred shall take place within thirty (30) calendar days from the date of submission of the voucher. The Board shall annually establish a fund of three thousand and five hundred (\$3,500) dollars the beginning of each contract year for the purpose of this reimbursement. Payment for this training shall be done on a first- come-first-serve-basis. In the event, the funds are not exhausted at the end of each contract year any unexpended funds shall revert to the Board.

**EARLY RETIREMENT INCENTIVE PLAN (ERIP) –** Retiring with 30 years of service in the district part time employees shall receive a lump sum payment of \$2500, a full time employee will be paid \$5000 lump sum. The employee will notify the Board of Education between February 1<sup>st</sup> and March 15 for inclusion in ERIP. This time can be extended by two weeks by the Superintendent if there is a legitimate hardship in meeting this deadline.

**M. FINGERPRINTING** - Fingerprinting, done as a requirement for employment, may be processed at the Board office. The Board shall pay 50 (fifty) % of the cost of any such fingerprinting done at the Board office.

**ARTICLE XIII  
JOB DESCRIPTIONS AND WORK LOADS**

**A. BOARD TO COMPLY WITH FLSA AND OSHA REGULATIONS:** The Board agrees to fulfill all legal requirements according to FLSA and OSHA regulations in regard to blood borne pathogens.

1. **SAFE PLACE TO WORK:** It is the intention of the Board to provide a safe work environment. In the event of unsafe working conditions, the employee shall retain all legal rights contained in the Ohio Revised Code in the regulation of continued work.

2. **WORKING CONDITIONS FOR ALL CLASSIFICATIONS:**

- a. Occasional exposure to blood, bodily fluids, and tissue.
- b. Occasional operation of a vehicle under inclement weather conditions as per contract Article 6.- LEVEL THREE EMERGENCY PROCEDURE.
- c. Occasional interaction among unruly children.
- d. Administers basic first aid to children when needed and/or seeks appropriate help for the student.

3. **MANDATORY ON-LINE TRAINING/TESTING**

- a. Employees will be compensated for time required to accomplish the training /testing at a rate of \$20.00.

**B AIDES:**

Assignments before and after duty - An Aide shall be reimbursed for all time spent to perform additional work for the system when directed by the Administration or Board. The reimbursement shall be in accordance to Section Article VI - RATE OF OVERTIME PAY of this Contract.

Reasonable attempts will be made during absences to move employees in the same job description up in hours.

## **WORKLOAD & WORKING CONDITIONS**

Preschool Aides - The district shall follow the state requirements for preschools.

Library Aides - Each school shall have a Library Aide.

### 1. **DISTRICT RESOURCE CENTER COORDINATOR**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a High School diploma or equivalent, and demonstrate a comprehensive knowledge of Resource Center organizational needs, demonstrate ability to cooperate with others in a professional manner, possess knowledge of print and non-print materials, equipment, and supplies. In addition, the individual must demonstrate desire to work positively with children and possess budgetary and clerical skills necessary for the successful operation of District Resource Centers.
- b. **RESPONSIBLE TO** - Director of Curriculum and Instruction
- c. **GENERAL DUTIES** - To organize, coordinate, and maintain district media program for district personnel and students. To serve as a resource person for district staff members, including special education teachers.
- d. **SPECIFIC DUTIES:**
  1. Assist in developing annual budgets for the District Resource Center.
  2. Assist in developing State and Federal projects as related to Resource Center needs.
  3. Maintain, update, and annually revised District Resource Catalog.
  4. Coordinate Special Education material needs.
  5. Serve as a resource person to district students and staff
  6. Work with district personnel to coordinate the activities of the I.M.C. program of the district.
  7. Organize systems for the proper utilization, processing, and circulation of print and non-print materials.
  8. Perform clerical and organizational services, which serve to maintain records of all library books, materials, magazines, equipment, and supplies.
  9. Serve as an active member of the District Media Council.
  10. Preview, evaluate, and purchase materials and equipment for district resource.
  11. Train and supervise aides and volunteers for district resource.

12. Catalog and classify materials according to a nationally recognized system.
13. Solicit requests annually from teachers for materials to be purchased.
14. Perform such other duties, which are related to those specific and general duties as defined in this section as assigned by the building principal or immediate supervisor.

2. **EDUCATIONAL / STUDENT AIDE (INSTRUCTIONAL)**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have general knowledge of office skills, including typing and filing, and be willing to work with others.
- b. **RESPONSIBLE TO** - Supervising Teacher and/or Building Principal.
- c. **GENERAL DUTIES** - Assisting the teacher in the performance of duties for the effective and efficient operation of the classroom and/or assisting identified student(s) in the educational process.
- d. **SPECIFIC DUTIES**
  1. Prepare materials for class projects and/or specific student(s).
  2. Assist in maintaining bulletin boards.
  3. Type originals for reproduction.
  4. Run copies of materials for class and/or student.
  5. Grade papers.
  6. Help compile and maintain inventory records.
  7. Help children with minor problems.
  8. Work with children in small groups.
  9. Assist in daily classroom routines (attendance, lunch counts, collection of lunch money, other money collections, library book collection, etc.)
  10. Assist student(s) in attaining academic goals
  11. Possible physical assistance with student(s).  
Examples: assistance walking, assistance in and out of wheelchair, etc.
  12. Distribute communiqués to be sent home with the student(s) and handle correspondence.
  13. Work to meet the needs of the student with the teacher-assigned adjusted curriculum.
  14. Supervise general housekeeping chores which are not of a custodial nature.
  15. Make school related phone calls for the teacher.

16. Assist the teacher in supervision of various classroom activities, field trips and other related functions.
17. Assist in setting up and operating audio-visual equipment.
18. Perform other duties, which are related to the general and specific duties found in this section as assigned by the supervising teacher, building principal or immediate supervisor.

3. **IMC COORDINATOR (NON-CERTIFICATED)**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and demonstrate a comprehensive knowledge of Media Center organizational needs, demonstrate ability to cooperate with others in a professional manner, possess knowledge of print and non-print materials, equipment, and supplies. In addition, the individual must demonstrate desire to work positively with children and possess budgetary and clerical skills necessary for the successful operation of the Media Center.
- b. **RESPONSIBLE TO** - Principal/Specified Media Director.
- c. **GENERAL DUTIES** - Directs and/or participates as a member of the educational team by planning and evaluating a media program that supports the educational goals of the school and district, and to assist students and faculty to take full advantage of the resources available to them. Works under the direction of a specified Media Director.
- d. **SPECIFIC DUTIES:**
  1. Maintain records as required district policy; maintains professional ethics.
  2. Implement policies and procedures for the operation of the building Library Media Center including the use of all media, equipment, and facilities.
  3. Consider state, national, and regional standards, as well as other guidelines in establishing a philosophy and in planning long and short-term goals.
  4. Communicate with staff, students, administrators, and parents regarding the Library Media Program and invite their involvement.

5. Prepare, justify, and administer the Library Media Center budget under the direction of the appropriate supervisor(s).

6. Provide procedures for preview, evaluation, selection, and purchase of materials and equipment.

7. Assist in the selection of support staff.

8. Train and supervise the media staff including student aides.

9. Catalog and classify materials according to a nationally recognized system.

10. Organize and maintain records of acquisition, circulation, inventories of media equipment, and other statistics for use in reporting, planning, and evaluating the program.

11. Prepare bibliographies, lists, or indexes as needed and otherwise inform students and faculty of new and appropriate materials.

12. Assist the faculty in developing student competency in information retrieval, listen, viewing, reading, and comprehension skills.

13. Assist the faculty by suggesting the use of creative, multimedia methods and participation in the evaluation of such approaches.

14. Provide guidance and assistance to the faculty in designing locally produce media to accomplish specific learning objectives and specific needs.

15. Plan student and staff orientation and in-service where needed.

16. Work with faculty members in the development, implementation, and evaluation of programs and curriculum.

17. Keep current in the library media field by reading journals and professional books, attending workshops and conferences.

18. Conduct an annual evaluation of the building programs for the purpose of redefining policies and services where needed.

19. Directs the work of aides and student assistants in the library.

20. Promote acceptable library conduct of students.

21. Arrange frequently changing media related displays and exhibits likely to interest the library's patrons.

22. Perform other duties, which are related to the general and specific duties set forth in this

section as assigned by the Principal/Media Director, or immediate supervisor.

4. **LATCHKEY AIDE**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with children, possess the ability to communicate and cooperate with students, parents, and staff, and be able to keep accurate records.
- b. **RESPONSIBLE TO** - Building principal and Latchkey Coordinator
- c. **GENERAL DUTIES** - Assists in the operation of the Latchkey program at the building level.
- d. **SPECIFIC DUTIES:**
  - 1. Implement programs and appropriate activities for children.
  - 2. Supervise children until they are picked up by parents or designee.
  - 3. Communicate with parents and the Principal.
  - 4. Sees to the proper use and care of buildings, grounds, supplies, and equipment.
  - 5. Collect fees and write receipts.
  - 6. In the absence of the latch key coordinator, the aide will perform necessary duties.
  - 7. Perform other duties, which are related to those specific and general duties as defined in this section as assigned by the building principal, or immediate supervisor.

5. **LATCHKEY COORDINATOR**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with children, possess the ability to communicate and cooperate with students, parents, an staff and be able to keep accurate records.
- b. **RESPONSIBLE TO** - Building Principal.
- c. **GENERAL DUTIES** - Acts as coordinator for the Latchkey program at the building level.
- d. **SPECIFIC DUTIES:**

1. Plans and coordinates appropriate activities for children.
2. Supervise children until they are picked up by parents or designee.
3. Communicate with parents and the principal.
4. Maintain accurate records.
5. Collect fees, write receipts, complete deposits for banking.
6. Determine necessary amounts of food (snacks) for the program.
7. See to the proper use and care of buildings, grounds, supplies and equipment.
8. Provide for a study area with supervision.
9. Plan and acquire materials and oversee craft projects.
10. Plan, coordinate, collect fees, acquire permission slips from parents and supervise field trips.
11. Perform other duties, which are related to the general and specific duties set forth in this section as assigned by the principal, or immediate supervisor.

6. **LIBRARY/RESOURCE AIDE**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and be able to type and perform other general clerical duties which, are related to that of an educational aide.
- b. **RESPONSIBLE TO** - Principal/Media Director
- c. **GENERAL DUTIES** - Assists the media director in the operation of an effective media program.
- d. **SPECIFIC DUTIES:**
  1. Assist in the circulation of materials.
  2. Help students locate books and materials.
  3. Assist in purchasing and processes new library books and materials.
  4. Perform typing and clerical duties as assigned.
  5. Assist the media director in maintaining order.
  6. Coordinate the disbursement of audio-visual equipment.
  7. Instruct and coordinate student helpers.
  8. Maintain an up-to-date equipment and supply catalog file.
  9. File catalog cards.
  10. Maintain shelves in good order.

11. Assist in collecting data for reports.
12. Laminate and dry mount teaching materials for teachers.
13. Instruct teachers and students in the operation and care of equipment.
14. Repair books and equipment as necessary.
15. Maintain inventory cards.
16. Assist teachers and students in project work which is done in the Media Center.
17. Assist with end of year inventory.
18. Perform other duties, which are related to the general and specific duties set forth in this section as assigned by the Media Director, building principal or immediate supervisor.

7. **LUNCHROOM / RECESS MONITOR**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and have a desire to work with children, possess the ability to communicate and to cooperate with students and staff.
- b. **RESPONSIBLE TO** - Building Principal.
- c. **GENERAL DUTIES** - Monitor students in lunchroom, giving assistance where needed.
- d. **SPECIFIC DUTIES:**
  1. Supervise students as needed.
  2. Assist students with needs in the lunchroom.
  3. Clean spills and tables daily. Put up chairs as necessary.
  4. Assist students with a variety of questions and requests and sees that such matters are disposed of promptly, correctly, and as tactfully as possible.
  5. Performs other duties, which are related to those specific and general duties as defined in this section as assigned by the building principal, or immediate supervisor.

8. **MONITOR HIGH SCHOOL LEVEL**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with students and be able to maintain discipline and duties within the classroom setting.
- b. **RESPONSIBLE TO** - Principal.

- c. **GENERAL DUTIES** - Supervise students assigned to study hall, lunchroom and other stations.
- d. **SPECIFIC DUTIES:**
  - 1. Supervise students assigned to study halls, lunchroom or other areas as assigned.
  - 2. Help students with minor problems.
  - 3. Take attendance and reports absences and tardies.
  - 4. Assist in regular hall monitoring (and rest rooms).
  - 5. Make seating charts for study halls.
  - 6. Keep accurate track of tardies and eligibilities.
  - 7. Handle discipline problems in accordance with building rules.
  - 8. Maintain an atmosphere conducive to area where students are assigned.
  - 9. Excuse students to go to rest room, library and so forth, in an orderly and approved manner.
  - 10. Perform other duties, which are related to the general and specific duties found in this section assigned by the building principal or immediate supervisor.

9. **MULTI-HANDICAPPED AIDE**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and have a desire to work with children, possess the ability to communicate and cooperate with students, parents, and staff.
- b. **RESPONSIBLE TO** - Supervising Teacher/Principal.
- c. **GENERAL DUTIES** - Works with the multi-handicapped students and assists the supervising teacher with the operation of the class.
- d. **SPECIFIC DUTIES:**
  - 1. Prepare materials for class projects.
  - 2. Assist in maintaining bulletin boards.
  - 3. Duplicate materials for class.
  - 4. Distributes communiqués to be sent home with the children.
  - 5. Compile and maintain inventory records.
  - 6. Help children with minor problems.
  - 7. Collects lunch money, and money for related activities of the classroom to which he/she is assigned.
  - 8. Assist the teacher in supervision of various classroom activities, field trips and other related functions.

9. Supervise general housekeeping chores which are not of a custodial nature.
10. Work with the library in locating lost and over due books as directed by the supervising teacher.
11. Assist in setting up and operating audio-visual equipment.
12. Assist in changing diapers, toilet training and other aspects of personal care.
13. Assist in feeding snacks and lunches.
14. Assist transferring children to and from wheelchairs onto floor, changing tables or other equipment.
15. Assist in handling behavior problems such as SIB (Self-injurious Behavior) and protecting other students and staff from injuries that could be incurred due to abusive or aggressive behavior.
16. Assist children in attaining academic goals.
17. Assist in communication modification for non-verbal students, including designing communication board.
18. Perform appropriate medical procedures for students, with necessary training to be provided by the Board.
19. Assist students with physical therapy.
20. Assist with loading, unloading, fastening, unfastening belts, and operating the lift for wheelchair students during field trips.
21. Perform other duties, which are related to the general and specific duties found in this section assigned by the building principal or immediate supervisor.

10. **SCHOOL BUS DRIVER AIDE**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a High School diploma or equivalent, and hold appropriate first aid and CPR certificates.
- b. **RESPONSIBLE TO** - Transportation Coordinator
- c. **GENERAL DUTIES** - Responsible for safe and efficient transportation of school pupils within the guidelines of state law and policies as established by the Board.
- d. **SPECIFIC DUTIES:**
  1. Is jointly responsible for the safe condition and cleanliness of the bus.
  2. Make necessary reports on discipline problems to the proper authority.

3. Maintain pupil control and reports violations to the proper authority.
4. Keep accurate records and submits all reports at time specified.
5. Report any hazardous conditions to the driver and to the Transportation Coordinator.
6. Maintain routes and time schedules as planned with the Transportation Coordinator.
7. Use properly approved procedures for reporting all discipline problems.
8. Assist driver in loading and unloading of pupils during the regular route.
9. Contact the Transportation Coordinator in cases of illness so as to allow time for the Coordinator to secure a proper substitute.
10. Promote good public relations by his/her personal appearance, attitude, conversation and the appearance of the bus.
11. Share in the responsibility for driving for a school sponsored field trip when qualified.
12. Is present when requested at meetings and is available in event of emergency dismissal.
13. Perform such other duties, which are related to those specific and general duties as defined in this section, as assigned by the building principal or immediate supervisor.

## **C. CUSTODIAN/MAINTENANCE:**

### **WORKLOAD & WORKING CONDITIONS**

**WORK YEAR/WEEK/DAY** - All full-time Custodians/Maintenance Workers shall do no less than eight (8) hours per day and no less than forty (40) hours per week and twelve months per year. Approved leaves of absence and calamity days shall be calculated as time toward a workday or workweek.

**ASSIGNMENTS BEFORE OR AFTER DUTY** - A custodian will be compensated for all time working for the Board when directed to or requested to by the Building Principal, as per FSLA regulations, including overtime. The custodian may elect to take comp time rather than pay.

There shall be one head custodian per school building.

**CALL-INS** - Custodians called in outside of normal hours, except calamity days, shall be paid a minimum of two (2) hours.

**EXTRA-CURRICULAR ASSIGNMENTS** - Job assignments outside the regular workweek (extracurricular or community use) shall be made on a seniority basis. Each district custodian shall express in writing, to the Director of Maintenance, by August 1 of each year which buildings and what days/hours/he/she would be willing to work extra-curricular or community activities. Job assignments shall be made by the head custodian in the following manner:

1. Seniority basis among custodians within the school.
2. If the position is not filled, the head custodian shall then:
  - a. Look at the list of district custodians generated by the August 1<sup>st</sup> deadline, to determine who may be interest.
  - b. Contact those who may be interested in a descending order of seniority until one accepts the position.
  - c. Reasonable efforts (numerous call attempts or a message left) will be made up to 2 days prior to the Extra-Curricular activity to reach each custodian on the list beginning with the custodian with the most seniority and then moving down the list in a descending order. Within 48 hours of the extra-curricular activity at least one documented attempt will be made to reach each person on the list in a descending seniority order until one accepts the position.
  - d. If the position is not filled, a substitute custodian or any building employee may accept the position.
3. Only one custodian will be assigned to a building even if there are multiple events taking place at the same time, unless the principal, in consultation with the head custodian, determines that due to the activities scheduled more than one custodian is needed.
4. If an extra-curricular activity is cancelled, for whatever reason, and the employee is notified prior to the start of the activity, the employee shall not receive any compensation. If the event is cancelled after the employee has reported for the event they shall be paid a minimum two (2) hours compensation.

**THIRD SHIFT** - Custodians may volunteer for third shift. They must request third shift in writing by August first, and the assignment must be mutually agreed to by the building principal. Requests to be removed from third shift must be given in writing to the Building Principal by April 30 of the prior year. Management reserves the right to assign third shift custodians. Seniority will be considered.

**SAFETY** - Each building shall be provided with one electronic communications device for custodians working alone to carry. Such device shall at minimum be capable of requesting help or alerting 911.

#### **CUSTODIAN WORK HOURS -**

1. **SCHOOL YEAR** - Custodian hours for each shift are to be set by the building principal in consultation with the

head custodian prior to the school years' start, and will remain in effect for the school year. Any changes made must be due to unusual circumstance.

2. **SUMMER** - Custodian hours are 6:00 a.m. - 2:00 p.m. or 7:00 a.m. - 3:00 p.m. as determined by the building principal in consultation with the head custodian. Each building is responsible for manning the building daily until 3:00 p.m., and with 24 hours notice until 5:00 p.m. The building custodial crew is responsible for working out coverage.

3. **CHRISTMAS AND SPRING BREAK-** The Principal, in consultation with the Head Custodian, will meet prior to the break and determine the needs of the activities schedule for keeping the building manned.

Basic hours are either 6:00 a.m. until 2:00 p.m. or, 7:00 a.m. until 3:00 p.m. During Christmas and Spring Breaks the building may need to be manned through the evening hours, depending on the activity schedule. The buildings will be manned at least between the hours of 7:00 a.m. and 3:00 p.m., and with twenty four (24) hours notice until 5:00 p.m. (exceptions are after-school and evening activities, referred to above, which may call for manning the building until 11:00 p.m.). The building custodial crew is responsible for working out coverage.

**SHIFT PREFERENCE-** Reasonable attempts will be made during absences to allow a shift preference for custodians.

1. Eight (8) hour custodian has first preference to change shift and work for another absent eight (8) hour person.
2. Four (4) hour custodian can sub for an eight (8) hour custodian.
3. A four (4) hour custodian cannot work more than 8 hours in any one calendar day.
4. A four (4) hour custodian cannot sub more than four (4) hours for an eight (8) hour person.
5. No sub will be called in for a four (4) hour person. The four (4) hour person cannot "make up" the four (4) hours missed on a previous day due to accepting a position for an absent eight (8) hour custodian.
6. The eight (8) hours that a four (4) hour custodian works may be the regular hours of the eight (8) hour custodian being subbed for or a combination of the four (4) hours custodian's regular time plus four (4) hours of the eight (8) hour position. The time to be worked will be determined by the building principal in conjunction with the head custodian.

**EXTRA ACTIVITIES-** Reasonable efforts will be made, during after school activities which create unusual circumstances, to provide extra custodial staff when needed.

1. **COURIER**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have demonstrated knowledge and skill in driving, have a CDL, no driving violations and have the ability to accept responsibility and to cooperate.
- b. **RESPONSIBLE TO** - Director of Building and Grounds.
- c. **GENERAL DUTIES** - Performs those duties, which will assist in contributing to a high level of physical operation of all buildings and facilities in the district.
- d. **SPECIFIC DUTIES:**
  - 1. Deliver mail on the appropriate schedule efficiently and safely.
  - 2. Transport commodity, paper products and other necessities as assigned. Assigned personnel shall assist in the loading and unloading of said materials.
  - 3. Perform such other duties, which are related to those specific and general duties as defined in this section as assigned by the Director of Buildings and Grounds, building principal or immediate supervisor.

2. **CUSTODIAN**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, express a willingness to work with others. All building custodians will work in their building during the year, but may on occasion, be assigned to assist in other buildings on large jobs requiring help or emergency situations.
- b. **RESPONSIBLE TO** - Building Principal and in the absence of the Principal to the Director of Buildings and Grounds.
- c. **GENERAL DUTIES** - Performs those duties, which will contribute to a high level of physical operation in assigned buildings under the direction of the head custodian.
- d. **SPECIFIC DUTIES:**
  - 1. Perform necessary janitorial duties, such as sweeping, mopping, dusting, washing walls, windows and fixtures.
  - 2. Keep building in neat and presentable fashion, changing light bulbs and moving furniture.
  - 3. Cooperate with others on the staff.
  - 4. Report to head custodian/building maintenance needed repairs and possible dangerous situations.

5. Assist in handling of shipments, deliveries and materials in the building.
6. Assist in the snow and ice removal from school walks.
7. Perform other duties, which are related to those specific and general duties as defined in this section as assigned by the building principal or immediate supervisor.
8. Assist in moving and arranging furniture and equipment.
9. Maintain custodial equipment and materials.
10. Assist lunchroom staff in the removal of refuse from garbage cans and performs emergency cleanup.

3. **DISTRICT MAINTENANCE PERSONNEL**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a High School diploma or equivalent, have a CDL, have demonstrated knowledge and skill in working with all phases of school building maintenance and have the ability to accept responsibility and to cooperate. Preferred skills commensurate with new building HVAC qualifications, plumbing and electricity licenses.
- b. **RESPONSIBLE TO** - Director of Building and Grounds.
- c. **GENERAL DUTIES** - Performs those duties, which will assist in contributing to a high level of physical operation of all buildings and facilities in the district.
- d. **SPECIFIC DUTIES:**
  1. Assist the Director in all ways possible in relation to the department responsibilities.
  2. Acquaint self with operational and technical requirements of all machinery, equipment and facilities of the district.
  3. Assist in the removal of refuse from garbage cans.
  4. Assist in handling shipments and deliveries.
  5. Assist with cleaning in unusual circumstances.
  6. Perform other duties, which are related to those specific and general duties as defined in this section as directed by Director of Building and Grounds, building principal or immediate supervisor.

4. **HEAD CUSTODIAN**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have the ability to

organize, be able to perform minor repairs and have a willingness to work with others.

b. **RESPONSIBLE TO** - Building Principal and in the absence of the Principal the Director of Building and Grounds.

c. **GENERAL DUTIES** - To maintain an assigned building in a clean and orderly fashion, and perform related work when required.

d. **SPECIFIC DUTIES:**

1. Make minor repairs to buildings, furniture and equipment, etc. including changing light bulbs.
2. Maintain custodial equipment and materials.
3. Keep electrical systems, heating and cooling systems in good operating order.
4. Keep the schoolyard mowed and maintained in a neat and well-kept fashion.
5. Occasional unscheduled cleaning as necessary with the responsibility for seeing that the commons area is presentable as soon as possible after lunch period.
6. Maintain the necessary supplies and equipment to perform custodial tasks.
7. Assist in the moving and arranging of furniture and equipment.
8. Open the building each day.
9. Maintain assigned work schedules.
10. Cooperate with others on the staff.
11. Assist lunchroom staff in the removal of refuse from garbage cans.
12. Perform emergency clean up.
13. Complete reports and forms as required.
14. Remove snow and ice from school walks.
15. Assist in handling of shipments, deliveries and materials in the building.
16. Keep the building in a neat and presentable fashion.
17. Perform such other duties, which are related to those specific and general duties as defined in this section as assigned by the Building Principal or immediate supervisor.

5. **4-HOUR GROUNDS\CUSTODIAN**

a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, express a willingness to work with others. All building custodians will work in their building during the year, but may on occasion, be assigned to assist in other buildings on large jobs requiring help or emergency situations.

- b. **RESPONSIBLE TO** - Building Principal and in the absence of the Principal to the Director of Buildings and Grounds.
- c. **GENERAL DUTIES** - Performs those duties, which will contribute to a high level of physical operation in assigned buildings under the direction of the head custodian.
- d. **SPECIFIC DUTIES:**
  - 1. Perform necessary janitorial duties, such as sweeping, mopping, dusting, washing walls, windows and fixtures.
  - 2. Keep building in neat and presentable fashion, changing light bulbs and moving furniture.
  - 3. Cooperate with others on the staff.
  - 4. Report to head custodian/building maintenance needed repairs and possible dangerous situations.
  - 5. Assist in handling of shipments, deliveries and materials in the building.
  - 6. Assist in the snow and ice removal from school walks.
  - 7. Perform other duties, which are related to those specific and general duties as defined in this section as assigned by the Building Principal, or immediate supervisor.
  - 8. Assist in moving and arranging furniture and equipment.
  - 9. Maintain custodial equipment and materials.
    - 10. Assist lunchroom staff in the removal of refuse from garbage cans and performs emergency cleanup.
    - 11. Assist in keeping the schoolyard mowed and maintained in a neat and well-kept fashion.

**D. FOOD SERVICE:**

**WORKLOAD & WORKING CONDITIONS**

**EXTRA ACTIVITIES DURING SCHOOL HOURS** - All cooks shall be paid for the hours required for meals requested by their supervisor and/or administration. Efforts will be made to allow for extra duty for current employees to handle internal and external school functions. The head cook shall determine how the hours are to be divided.

**NOTIFICATION** - Notification shall be two weeks in advance for dinners and lunches, and forty-eight (48) hours in advance for meetings. Notification of lunchtime changes will be given one week in advance except in emergency and/or school delays.

## **KEYS TO KITCHENS -**

1. No one is to have keys to the kitchen stock rooms, coolers, or freezers except the head cook, food service coordinator, food service secretary, head custodian, second shift custodian, and a spare set locked up in the principals office for emergency use only.

2. At no time shall anyone use or remove anything from the kitchens without notifying the head cook, the food service coordinator and/or food service secretary first.

## **SICK DAY WORK ASSIGNMENT –**

1. When a cook is off work and a substitute is brought in, the substitute will be placed in the lower hour slot, and everyone else will move up to the next position with the exception of those already working forty (40) hours by working two (2) different jobs for the school district. In this case the substitute will be placed in the position before the regular cook.

2. All assistant cooks are to call their head cook as soon as possible, but no later than 7:30 a.m. of the day they will be off sick, except for emergencies.

## **1. CASHIERS/FOOD SERVICE ASSISTANTS**

a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and display a sincere interest in the success of the Food Service program, be neat, clean, and presentable, be at least eighteen (18) years of age, and have the ability to organize and carry out lunch room procedures.

b. **RESPONSIBLE TO** - Directly responsible to the head cook.

c. **GENERAL DUTIES** - Helps prepare and serve in an acceptable manner and prepares lunchroom receipts and documents.

d. **SPECIFIC DUTIES:**

1. Follow carefully all directions given by the head cook.
2. Work diligently at her specific tasks and offers help to others when needed.
3. Maintain orderly and clean work areas.

4. Take personal pride in personal appearance.
5. Maintain the highest standards of sanitation.
6. Keep accurate record of all money and daily tab sheets, including the preparation of deposits of lunchroom receipts. Prepares change before lunch is served. Performs any building procedures for students without lunch money.
  - a. Procedure for preparation of lunchroom receipts for deposit:
    1. Prepare a set of three (3) deposit slips - include two (2) (white and pink) with money in locked bag which will be taken to the bank by the building secretary.
    2. Mail yellow copy of deposit slip to the Food Service Secretary at the time of deposit. Include with your yellow deposit slip a breakdown of lunch receipts on the proper form as furnished by the food service secretary's office.
  - b. CN-7 reports are to be made out in duplicate using a ballpoint pen or typewriter. Make sure you keep on file and know where to find at anytime the carbon copies of these reports. Original copy goes to the food service secretary at the end of each month.
  - c. Make sure the Daily Work Sheet checks with the milk and milk shake delivery slips.
  - d. Add Daily Work Sheet and balance before sending them to the Food Service Secretary's office.
  - e. Prepare form with total number of 1.5 pints of milk on hand at end of each month must be sent with Daily Work Sheet.
  - f. Attend workshops as scheduled for the Board.
  - g. Performs any other duties, which are related to the duties within this section of this agreement as directed by the building principal or immediate supervisor.
  - h. Notify head cook of absence in advance so he/she can obtain a substitute.

2. **DISHWASHER/FOOD SERVICE ASSISTANTS**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and display a sincere interest in the success of the Food Service program, be neat, clean, and presentable, be at least eighteen (18) years of age, and have the ability to organize and carry out lunchroom procedures.
- b. **RESPONSIBLE TO** - Directly responsible to the Head Cook.

c. **GENERAL DUTIES** - Helps prepare and serve in an acceptable manner. Operates and maintains the dishwasher and dish room.

d. **SPECIFIC DUTIES:**

1. Carefully follows directions given by Head Cook.
2. Operate and maintains the dishwasher during the lunch period and until all cafeteria utensils have been washed.
3. Prepare the dishwasher before the lunch period and cleans it following the lunch hour.
4. Report any mechanical difficulties to the Head Cook.
5. Wash dishes by hand in the event of mechanical failure.
6. Maintain a clean and orderly work area.
7. Adhere to rigid sanitary standards.
8. Take pride in personal appearance.
9. Work diligently at her specific tasks and offers help to others when needed.
10. Assist with clean up after lunch is served.
11. Acquaint themselves thoroughly with every procedure in the lunchroom.
12. Wash pots, pans, dishes and silverware as assigned.
13. Assist in cleaning all equipment.
14. Place supplies in the proper storage area.
15. Attend workshops as scheduled by the Board.
16. Notifies the head cook in advance of absence so he/she can obtain a substitute.
  
17. Perform such other duties as related to the duties of this section as assigned by the building principal or immediate supervisor.

3. **FOOD SERVICE ASSISTANTS**

a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and display a sincere interest in the success of the Food Service program, be neat, clean, and presentable, be at least eighteen years of age, and have the ability to organize and carry out lunchroom procedures.

b. **RESPONSIBLE TO** - Directly responsible to the Head Cook.

c. **GENERAL DUTIES** - Helps prepare and serve in an acceptable manner.

d. **SPECIFIC DUTIES:**

1. Follow carefully all directions given by the Head Cook.
2. Work diligently at her specific tasks and offers help to others when needed.
3. Assist with clean up after lunch is served.
4. Acquaint themselves thoroughly with every procedure in the lunchroom.
5. Keep menu display board up-to-date.
6. Maintain orderly and clean work areas in kitchen and tables in the lunchroom.
7. Wash pots, pans, dishes and silverware as assigned.
8. Take personal pride in personal appearance.
9. Maintain the highest standards of sanitation.
10. Assist in cleaning all equipment.
11. Place supplies in the proper storage area.
12. Attend workshops as scheduled for the Board, including first aid training.
13. Notify the head cook of absence in advance so he/she can obtain a substitute.
14. Perform such other duties as related to the duties of this section as assigned by the building principal or immediate supervisor.

4. **HEAD COOK**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, and display a sincere interest in the success of the Food Service program, be neat, clean, and presentable, be at least eighteen (18) years of age, and have the ability to organize and carry out lunchroom procedures.
- b. **RESPONSIBLE TO** - The head cook is directly responsible to the District Food Service Coordinator and Food Service Secretary.
- c. **GENERAL DUTIES** - Manages the overall food program of the school and directs the activities of the staff.
- d. **SPECIFIC DUTIES:**
  1. All menus will be planned with the head cook of each building, and the Food Service Secretary as past practice.
  2. Make work schedules for assistants.
  3. Keep any records asked for by the Food Service Secretary, the Food Service Coordinator. (Inventory, commodities, etc.)
  4. Make up a weekly and monthly food order.
  5. See that all invoices are to the Food Service Secretary as soon as possible after the last day of any month. Make sure all delivery slips are signed.

6. When checking in orders, if there is a discrepancy in the order, please call the Food Service Secretary immediately.
7. Cooperate with principal as to time schedule for serving.
8. Supervises work, preparation, and serving food.
9. Is present or assigns a cook for organizations using the kitchen and equipment. Pay will be on an hourly scale set by the Board.
10. Supervises all student help.
11. Teach assistant workers correct procedures for:
  - a. Quantity cooking
  - b. Efficient serving
  - c. Sanitation
  - d. Maintenance of equipment
  - e. Orderly housekeeping
  - f. All safety practices, especially fire.
12. Attend workshops as scheduled by the Board, including first aid training.
13. Secures substitutes when advance notice is given.
14. Perform such other duties as related to the duties of this section as assigned by the District Food Service Coordinator/Food Service Secretary, building principal or immediate supervisor.

## **E. SECRETARIAL/CLERICAL**

### **WORKLOAD & WORKING CONDITIONS**

**SECRETARIAL STAFF** - There shall be no less than two (2) full-time secretaries assigned to each school building.

**RESPONSIBILITIES WHEN PRINCIPAL IS ABSENT** - The secretary shall have no administrative responsibilities when the principal or assistant principal is absent from the building.

### **WORK YEAR -**

1. The work year for the sub caller secretary shall be one hundred and eighty seven (187) days.

2. The work year for administrative secretaries shall be between one hundred and ninety one (191) days and two hundred and twenty one (221) days.

1. **ADMINISTRATIVE SECRETARY I and II**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, valid driver's license, be proficient in office procedures, office equipment be tactful, diplomatic in presentation and in the performance of the duties as assigned.
- b. **RESPONSIBLE TO** - Administrative Secretary I, Building Principal and to the Board Treasurer for the money transactions of the school building. Administrative Secretary II - Building Principal.
- c. **GENERAL DUTIES** - Serves as secretary to the Principal and receptionist for the general office. Typing ability with overall knowledge of general office procedures and duties. The ability to operate various office machines. Duties pertaining only to a Secretary I are indicated with an asterisk. Duties pertaining only to Secretary II with EMIS responsibilities are denoted with a double asterisk.
- d. **SPECIFIC DUTIES:**
  1. Maintain respect at all times for confidential information.
  2. Perform duties of receptionist and maintains a pleasant attitude.
  3. Effectively operates various office machines.
  4. Prepare and maintains an adequate filing system for the Principal.
  5. Receive telephone calls, responds appropriately and correctly, and makes proper disposition of such.
  6. Arrange appointments for the Principal as related to his/her duties to the Board.
  7. Maintain an accurate pupil attendance record.
  8. Prepare various reports as requested by the Principal.
  9. Sort and distributes the daily mail.
  10. Count and distributes educational materials to be sent home with the students.
  11. Distribute inventories to appropriate departments of all items owned by the Board, responsible for inventory of office items.
  12. Type, assembles, and distributes information, reports, suspension letters, disciplinary actions and agenda's as required by the Principal.

13. Type purchase orders and requisitions as required by the Principal, checks in supplies and equipment received by vendors.
- 14.\* Act as a bookkeeper of the general fund for the school and student activity accounts. Make daily deposits of said monies.
15. Responsible for transcribing and typing correspondence, reports, charts, student records, transcripts, as required by the Principal.
16. Compile home room lists
17. Maintain sick leave records for staff
18. Assist students and receives a variety of questions and requests and sees that such matters of disposed of promptly, correctly and tactfully.
19. Check students signing in/out, receives and maintains absence notes, writes tardy slips, responsible for students' daily attendance list.
20. Responsible for scan/printing of grade cards, send transcripts for graduates distributed grade cards, issues lockers and combinations as required by principal.
21. Supervise and assist student office workers.
- 22.\* Assist clubs and class advisors with forms and procedures for the student activity funds.
- 23.\* Maintain records of student fees paid/owed.
24. Assist in maintaining copier used by teachers and other staff, i.e., toner, paper needs, etc.
25. Process working permits for students; follows procedures as per Clark County Educational Service Center.
26. Assist in dispensing/maintaining supplies to staff
- 27.\*\* Operate and is knowledgeable of the computer system used for Educational Management Information System (EMIS).
- 28.\*\* Enter and maintain student records in SIS required by EMIS, i.e., Student records, teacher records, homerooms, course records, absence records and yearly calendar.
- 29.\*\* Transfer necessary SIS information into EMIS.
- 30.\*\* Attend in-services to enhance facilitation of EMIS information.
31. Receive and routes incoming electronic mail.
32. Perform required duplicating work as requested by administration for the operation of the office.
33. New hire only after July 1, 1998 will be responsible to administer medication. The Board shall provide training for this duty.
  - a. In buildings with a school (building) nurse, the nurse will dispense all medications.
34. Perform other duties, which are related to those specific and general duties as defined in this section as assigned by the Building Principal or immediate supervisor.

## 2. **GUIDANCE OFFICE SECRETARY**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have the ability to assist students, school personnel, parents and visitors in making appointments with Guidance Counselors; maintain a confidential atmosphere at all times; demonstrate organization in filing and in coding system of guidance literature; have the appropriate communication and typing skills; possess tactful and pleasing mannerisms in daily associations with people.
- b. **RESPONSIBLE TO** - Guidance Counselors.
- c. **GENERAL DUTIES** - Serves as secretary for the Guidance Office and performs such duties as associated with general office operations.
- d. **SPECIFIC DUTIES:**
  - 1. Act as receptionist for the guidance office, answering phones, greeting guests, making appointments.
  - 2. Assist in processing incoming students and adding information to computer systems.
  - 3. Help to maintain records on all students:
    - a. submitting transfer and withdrawal information;
    - b. updating changes in MVECA and Apple systems
    - c. maintaining current updates in Apple computer system for student proficiency testing
    - d. convert courses and grades on new students from their previous school and entering them into the permanent records
    - e. checking and updating student records for GPA and ranking on a semester basis and running necessary reports from MVECA to obtain GPN Rank information.
      - f. assist in preparing progress reports for mailing and compiling reports for staff distribution.
      - g. handling/screening student questions in regards to colleges, scholarships, and providing correct information and applications.
      - h. prepare transcripts for college applications and scholarships, transfer students and sending for transcripts for new students.
  - 4. Help maintain the college catalog library in the Guidance Office.
  - 5. Maintain scholarship information:

- a. updating all information in Apple system;
  - b. prepare folders on each scholarship, providing students with necessary information and applications;
  - c. maintain a list of all available scholarships in each senior homeroom and announce deadlines for applications.
6. Help maintain files and filing in the Guidance Office.
  7. Arrange and update guidance literature in office and hall.
  8. Performs such other duties as related to the duties of this section of the contract as assigned by the Guidance Counselors, building principal or immediate supervisor.

3. **PRESCHOOL KINDERGARTEN SECRETARY**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or its equivalent, knowledge of office procedures, office equipment, be tactful and diplomatic in the performance of the duties as assigned.
- b. **RESPONSIBLE TO** - Building Principal.
- c. **GENERAL DUTIES** - Serves as secretary to the Principal and receptionist for the general office. Typing ability with overall knowledge of general office procedures and duties. The ability to operate various office machines.
- d. **SPECIFIC DUTIES:**
  1. Maintain respect at all times for confidential information.
  2. Perform receptionist duties with a pleasant, professional manner.
  3. Operate various office machines effectively.
  4. Keep permanent records up to date.
  5. Prepare materials for class projects.
  6. Maintain an accurate pupil attendance record.
  7. Help children with minor problems.
  8. Duplicate materials for class.
  9. Collect milk money and milk count.
  10. Collect money for related activities of the classroom to which he/she is assigned.
  11. Assist the teacher in the supervision of various classroom activities, field trips, and other related functions.
  12. Count and distributes communiqués and educational materials to send home with the students.
  13. Sort and distributes the daily mail.

14. Distribute inventories to appropriate departments of all items owned by the Board and is responsible for an inventory of office equipment.
15. Receive phone calls, responds appropriately and makes efficient disposition of such.
16. Assist in setting up and operating audio-visual equipment.
17. Type and handles correspondence.
18. Check students signing in/out, receive and maintain absence notes and write tardy slips.
19. Supervise and assist student office workers.
20. Maintain records of student fees paid and owed.
21. Assist in maintaining the copier used by the teachers and other staff, i.e. toner, paper, etc.
22. Assist in maintaining supplies and dispensing them to staff.
23. Make school related calls for the teacher.
24. Work with children in small groups.
25. Maintains sick leave records for the staff.
26. Assist students and receives a variety of questions and requests and sees that such matters are disposed of promptly, correctly, and tactfully as possible.
27. New hires only after July 1, 1998, administers medication to students. Board responsible for training.
  - a. In buildings with a school (building) nurse, the nurse will dispense all medications.
28. Perform other duties, which are related to those specific and general duties as defined in this section as assigned by the Building Principal or immediate supervisor.

4. **SUBSTITUTE CALLER**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent. Have a pleasant phone manner.
- b. **RESPONSIBLE TO** - Superintendent/Designee.
- c. **GENERAL DUTIES** - Responsible for providing substitute teachers for all absent district staff.
- d. **SPECIFIC DUTIES:**
  1. Establish communication procedures with each building administration.
  2. Establish a list of substitutes, with details on which schools in which areas they will substitute.

3. Establish a record keeping system that will allow the tracking of substitutes and where they are scheduled to work.
4. Establish reasonable and regular evening and morning hours to be available for calls from administration and to make calls to substitutes.
5. Have available a phone line, phone, and answering machine.
6. Maintain a pleasant working relationship with substitutes and with building administrators.
7. Perform other duties, which are related to the general and specific duties found in this section assigned by the building principal or immediate supervisor.

## **F. TRANSPORTATION**

### **WORKLOAD & WORKING CONDITIONS**

**DEFINITION OF ROUTES** - A route is made up of all the runs assigned to one driver for a particular year. Exception: mid-day routes are separate and are bid separately.

**BIDDING FOR EXISTING ROUTES WITH INCREASE OF HOURS** - During the school year, whenever the total runs assigned to a particular route causes the total daily travel time to increase or decrease over the previous year by 45 minutes or more, the route shall be subject to the bidding process in August. Exception: Special Programs, MH and mid-day routes.

**OPEN ROUTES TO BE FILLED BY SENIORITY** - All open routes shall be filled on a seniority basis and the opening shall be posted for a period of ten (10) working days. All routes becoming vacant after the first day of school shall be open for seniority bid for the next school year.

**KINDERGARTEN AND MID-DAY ROUTES** - All open kindergarten and mid-day routes shall be bid by seniority.

**METHOD OF PAY FOR MID-DAY ROUTES** - All mid-day runs shall be paid at no less than one hour's duration, unless employee is grandfathered and then must meet requirements of grandfather clause.

**FIELD TRIPS** - Summer field trips, when school is not in regular session, shall be posted and bid the same as during the regular session. However, the mandatory assignments of trips shall not apply during the summer, Christmas, and Spring Breaks. The first day of school the bid process will start at the top of the seniority list. Mandatory assignments will start at the bottom of the seniority list.

**ORIENTATION** - Drivers will be required to attend locally sponsored in-service training including the annual August orientation workshop. The drivers will be paid at their regular rate of pay for their entire attendance at the workshop.

**SCHEDULING CONFLICTS WITH HOME SCHOOL** - Employees who transport students for schools outside the district who have conflicting Spring Break schedules with the home school shall be permitted to take Northeastern's Spring Break as an unpaid vacation.

**BUS CLEANUPS** - Day-to-day cleaning of the bus will be performed at a time convenient to the driver. Drivers shall receive two (2) hours at their regular rate for yearend cleanup of buses.

**BUS ROUTE DRIVING TIME** - The bus driver will be paid his/her hourly rate for the time spent in driving the route, including a fifteen (15) minute walk-around time and waiting at a site to load or unload students. His/her hourly rate will be based upon fifteen (15) minute increments. When a driver has a drug test, he/she will be compensated, one (1) hour of pay, at his/her hourly rate.

**FULL TIME BUS DRIVER** - Any bus driver who drives four (4) or more hours a day shall be considered a full-time employee. If the drivers' time is reduced by any action by the Board or its agents during the school year, that employee shall not lose full time status. If the route is increased in time, the driver will be paid his/her hourly wage rate for the increased time.

**OBI TRAINER** - OBI Supplemental positions shall be offered first to a bus driver, by seniority, contingent upon OBI Certification. In the event that the bargaining unit member OBI trainer cannot do, or elects not to do the specific training, such training may be done by a properly certified administrator.

**TURN IN** - Turn in of buses will be within three (3) working days of the end of the school year.

**RIGHTS OF MANAGEMENT TO CHANGE ROUTES AND DRIVERS** - The administration reserves the right to make changes in the runs, routes and drivers during the school year as necessary assure the most efficient and safe operation of the transportation system. However, no such changes shall have a negative effect on the salary, wages, benefits and conditions of any bargaining unit employee during that school year.

**COMBINATION ROUTE/SHUTTLE:** A shuttle is for practice only. A practice shuttle shall occur only during the drivers regular contracted time. No extra pay. A shuttle is limited to east side and west side of district.

**GRANDFATHERED CLAUSE FOR BUS DRIVERS:** All bus drivers who are presently grand fathered for driving time to be considered full time employees shall remain in this status as long as they remain employees of the district and do not request an assignment change that requires less than five and one-half (5-

1/2) hours worked. If employee picks up additional route(s), they will be expected to drive at least 5 ½ hours before additional compensation is added.

**SENIORITY BID PROCEDURES - EXTRA TRIPS:** Effective each Thursday at 9:15 A.M. extra trips will be posted. If route times change and the change interferes with the bidding time, the affected employee may bid using the Field Trip Absentee Bidding Form. Anyone who wishes to drive extra trips must be selected by seniority one trip at a time. This posting will state the date, school group, destination and time of each trip. Trip tickets will be placed in the appropriate mailbox after the trips have been selected. The bid cycle will be Monday through Sunday, following the bid date.

1. **DEFINITION OF EXTRA TRIPS:** An extra trip is the transportation of students to any destination for activities other than home school or home address and is not contracted time. Busses will not be requested to arrive at a school for a field trip pick-up more than 1/2 hour before scheduled departure. No driver may leave an extra trip except for meal purposes.
  - a. The bidding for extra trips will be as follows: At the beginning of each school year the bidding will start at the top of the seniority list and will rotate each week by the number of trips available. Ex.: Week 1, bidding will start at the top of the seniority list, if 10 trips are available, then bidding will start the following week with driver #11 regardless of the seniority position of the last bidder to take a trip, it will continue with this rotation throughout the year.
2. **EXTRA TRIP PAY:** Extra trips will be paid at a minimum of four (4) hours.
  - a. Cancellation of Extra Trip Pay: If an extra trip is cancelled, for whatever reason, and the employee is notified prior to the start of the trip, the employee shall not receive any compensation but will be given the first option of the trip when rescheduled. If the trip is cancelled after the employee has reported for the trip they shall be paid a minimum two (2) hours compensation.
3. **WHEN THERE IS NOT ENOUGH TRIPS FOR THOSE BIDDING:** Selection of trips on the following bid date shall begin with the driver who is next in line on the seniority sheet from the previous Thursday. This will continue down the list before returning to the top of the seniority list.
4. **DRIVER MUST BE PRESENT TO BID ON TRIP:** Those not present for bidding because of a conflicting trip may bid using the Absentee Bid Form, which is attached as an exhibit to this Contract.
5. **WHEN MORE TRIPS REMAIN AFTER THE FIRST SELECTION:** In this situation, the list will then return to the senior driver present to start the second round, third round, etc.

6. **WHEN MORE TRIPS EXIST THAN DRIVERS WILL BID:** These trips may be offered to drivers and subs in any order possible.
7. **WHEN MORE TRIPS EXIST THAN ARE BID OR TAKEN BY DRIVERS AND OR SUBS: Assigned Extra Trips –** When a driver is assigned an extra trip because more trips exist than are bid or due to an emergency, they will be assigned to drivers starting with the least seniority upward to the most senior driver. Every effort will be made to give the drivers twenty-four hour notice for assignment trips. In an emergency a driver may be required to take trips and be pulled from their regular route. They will not be penalized with sick or personal day and their field trip pay will not start until their regular route time has ended. Once assignments have been made it becomes the driver's responsibility to insure that this trip is run as scheduled.

For all **Mandatory Assigned** trips, drivers will be paid their contractual hourly rate. This contractual rate is for the 1<sup>st</sup> year of this contract only. It will expire July 30, 2005 and revert back to \$11.00 per hour. If no adverse conditions are noted at that time (re: large increase in the number of mandatory assigned trips) this contractual rate for mandatory assigned trips will continue for the life of this contract.

8. **DRIVER NOT TO LEAVE ROUTE:** No driver may leave their regular routes for extra trips except under emergency trip assignments.
9. **EVERY EFFORT WILL BE MADE TO HAVE EVERY TRIP POSTED ON THURSDAY:** Every effort will be made to post trips on Thursday, however if a trip comes in after bidding day and must be run before the next bid day transportation reserve the right to assign.
10. **OPERATION OF BOARD OWNED VEHICLES:** No vehicle shall be operated on any extra trip without the issuing of proper trip tickets. Trip tickets shall be issued only to classified (transportation) employees.
11. **SPORTS CANCELLATION:** Once a trip is bid that is canceled and rescheduled the bidding driver will maintain this trip unless they choose to give it up. When possible, trips released by the bidding driver will be rebid on the next bid cycle. When time will not permit, these trips will be assigned as emergency.
12. **EMERGENCY TRIPS DEFINITION:** Trips that would be given up after bid for unavoidable circumstance. Every effort will be made to bid all trips. However, a trip that came in after a bid date and must be ran before the next bid, (example: requested Monday must be run Tuesday) transportation will assign as necessary.
13. **TOURNAMENT GAMES:** Since these trips will be decided on the outcome of each game, once bid, this driver will remain with this team until

the next bid cycle. (Example: trip on Tuesday to tournament play, they win and must play on Wednesday).

14. **THE TRANSPORTATION COORDINATOR MAY REJECT A SIGN UP FOR AN EXTRA TRIP:** If the extra trip conflicts with regular route, the transportation coordinator may reject a sign up for an extra trip.
15. **ALL DRIVERS ARE REQUIRED TO TRANSPORT THEIR OWN MIDDLE SCHOOL STUDENTS:** All drivers who are assigned to middle school students are required to transport their own students to their assigned school, unless otherwise directed by the transportation coordinator for emergency situations, or regular routing schedules.
16. **MANDATORY ASSIGNMENT FOR FIELD TRIPS:** Anyone on a sick or a personal leave day the day of an assigned field trip or the Friday before or the Monday after the assigned trip will be passed over. However, they will be first on the next assignment date. Then it will return to the least senior driver not assigned and proceed upward.
17. **EXTRA TRIP ON PERSONAL/SICK DAY –** If a driver takes an extra trip while on a personal day off work, trip time may not start until regular route driving time has ended. No driver may take an extra trip on a sick day off work.

1. **SCHOOL BUS DRIVER**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, eighteen (18) or older, be physically qualified by the required annual physical examination. Drivers must have a valid driver's license and complete a pre-employment driver's training program, basic bus driver's education program, and hold a bus drivers certificate and a valid CDL.
- b. **RESPONSIBLE TO** - Director of Transportation and/or Superintendent.
- c. **GENERAL DUTIES** - The school bus driver is responsible for the safe and efficient transportation of school pupils; maintaining discipline on the bus and promoting good public relations by personal appearance, attitude, conversation and the appearance of the bus.
- d. **SPECIFIC DUTIES:**
  1. Safety check of the school bus before each run.
    - a. Board the bus at least ten (10) minutes before the scheduled time that the bus leaves the parking

place in the morning, and at least five (5) minutes before leaving the parking area in the afternoon.

- b. In cold weather, warm up the engine gradually. Do not "race" the engine. Be sure windshield, side window and all mirrors are clear.
  - c. Before starting on a school bus route to pick-up or discharge students, the driver shall check the bus in accordance with CDL, Ohio Revised Code, and Ohio Department of Education requirements.
2. Operation of the school bus.
- a. Do not exceed posted speed limits.
  - b. Inform the transportation coordinator of any change you think necessary for more efficient routing, but get his permission before you make any route changes.
  - c. Establish and post in your bus a time schedule for your route and maintain that schedule as close as possible. Never be ahead of schedule. If conditions make you late, get to school as soon as you can do so safely.
  - d. Be responsible for maintaining discipline; instruct riders in proper loading and unloading procedure and emergency evacuation procedure; instruct riders on where to wait for your bus and how and when to cross streets and highways.
  - e. Individual discipline problems should be handled by the driver whenever possible; taken to the individual's principal when necessary and referred to the transportation supervisor as a last resort.
  - f. In case of an accident, see to the safety of your passengers and bus; inform the transportation supervisor and complete the necessary accident report forms.
3. Miscellaneous
- a. Drivers will fulfill their obligations in completing reports, schedules, pupil lists, accident and maintenance or other reports required by their supervisor.
  - b. For continued employment drivers must conform to all state regulations concerning certification and physical examinations, as well as both state and district rules and regulations concerning safe, efficient bus operation. CDL and yearly physical to be paid by the Board.
  - c. Buses should be cleaned inside when necessary.

- d. Notify the supervisor when your bus is ready for service. This notice should be given a few days in advance so that your bus can be placed on the service list.
- e. In case of sickness, the driver shall contact the supervisor.
- f. Perform such other duties which are related to those specific and general duties as defined in this section as assigned by the Transportation Coordinator, building principal or immediate supervisor.
- g. Drug Testing will be done as required by CDL regulations.

## 2. **HEAD SCHOOL BUS MECHANIC**

- a. **QUALIFICATIONS** - Be of good character, in good health, with a high school diploma or equivalent, be at least eighteen (18) years of age, have a valid CDL classification and be sufficiently skilled, experienced, or trained in automotive mechanics to understand the vehicle and be adequately equipped to follow the ASF checklist.
- b. **RESPONSIBLE TO** - Transportation Coordinator and/or Superintendent.
- c. **GENERAL DUTIES** - Maintain and provide a safe and reliable bus fleet, which in addition to emergency repairs, will include regular and periodic inspection, emergency repairs, and maintenance procedures to reduce frequency of repairs and lower costs of operation and maintenance.
  - 1. The Head Mechanic should be able to instruct mechanic employees and be able to certify that work is done correctly and offer suggestions for improvement if necessary.
- d. **SPECIFIC DUTIES:**
  - 1. Determine that safe and satisfactory equipment is maintained at all times.
  - 2. Establish and maintains a program of preventative maintenance.
  - 3. Schedule services, inspects buses and other board owned vehicles on regularly scheduled programs, and makes repairs as needed.

4. Has access to and knows how to use the Owner's and Driver's Manual and Service Manual provided by the vehicle manufacturer.
5. Is responsible for the summer bus maintenance program and will have all buses ready for the annual inspection by the Ohio Highway Patrol.
6. Maintain an inventory of supplies and materials.
7. Keep adequate cost records.
8. Shall see that the bus garage is clean, orderly, and free of hazardous materials.
9. Promote a professional atmosphere with co-workers through personal appearance, attitude, and conversation.
10. Approve/disapprove school buses/vehicles for immediate use and approves repairs/replacement parts as necessary. Any immediate concerns are to be reported to the Transportation Coordinator.
11. Attend in-service training courses where possible and practical.
12. Keep records and makes reports as required on: all buses, tune-ups, tires, brakes, oil changes, clutches, safety equipment, and garage equipment.
13. Order all replacement parts for buses, chassis and gear lubrication, motor oil, antifreeze, batteries, gas and oxygen, radiators, heater cores, gasoline, etc., using the purchasing procedures and purchase order numbers as authorized by the Supervisor/Director of Transportation.
14. Supervise the record keeping for all buses and vehicle maintenance. Estimate damages to buses caused by accidents.
15. Place in each bus first-aid equipment, fuel sheets, etc.
16. Is able to go out on all bus breakdowns.
17. When summer inspection is over, or in emergency situations, assistance will be given to the general maintenance person.
18. Responsible for all Board owned garage equipment.
19. Perform such other duties which are related to those specific and general duties as defined in this section as assigned by the Transportation Coordinator, building principal or immediate supervisor.
20. Assist in the removal of snow and ice from district driveways and parking lots when necessary.

3. **SCHOOL BUS MECHANIC**

- a. **QUALIFICATIONS** - Be of good character, in good health, with a high school diploma or equivalent, be at least eighteen (18)

years of age, have a valid CDL classification and be sufficiently skilled, experienced, or trained in automotive mechanics to understand the vehicle and be adequately equipped to follow the ASF checklist.

- b. **RESPONSIBLE TO** - Transportation Coordinator and/or Superintendent.
- c. **GENERAL DUTIES** - Maintain and provide a safe and reliable bus fleet, which in addition to emergency repairs, will include regular and periodic inspection, emergency repairs, and maintenance procedures to reduce frequency of repairs and lower costs of operation and maintenance.
- d. **SPECIFIC DUTIES:**
  - 1. Determine that safe and satisfactory equipment is maintained at all times.
  - 2. Assist in maintaining a program of preventative maintenance.
  - 3. Assist with scheduling services, inspecting buses and other Board-owned vehicles, and making repairs as needed.
  - 4. Has access to and knows how to use the Owner's and Driver's Manual and the Service Manual provided by the vehicle manufacturer.
  - 5. Is responsible for the summer bus maintenance program and will have all buses ready for the annual inspection by the Ohio Highway Patrol.
  - 6. Assist with maintaining an inventory of supplies and materials.
  - 7. Assist with keeping adequate cost records.
  - 8. Assist in keeping the bus garage clean, orderly, and free of hazardous conditions.
  - 9. Promote good public relations with those whom he/she works through personal appearance, attitude, and conversation.
  - 10. Secure purchase order numbers from the head mechanic/supervisor and indicates what parts, supplies, equipment, and so forth are needed before making any purchases.
  - 11. Service and inspect the buses and the Board-owned vehicles on a regularly scheduled program, making repairs as needed.
  - 12. Assist in completing and compiling motor vehicle maintenance records.
  - 13. Make a follow-up of driver's report of potential difficulty with their vehicle.
  - 14. Take in-service training courses where possible and practical.

15. Assist in keeping an inventory on stock replacement needs.
16. Assist in the removal of snow and ice from school premises within the District if necessary.
17. Is able to go out on bus breakdowns.
18. Perform such other duties which are related to those specific and general duties as defined in this section as assigned by the Director of Transportation or immediate supervisor.

**G. TECHNOLOGY ASSISTANT**

- a. **QUALIFICATIONS** - Be of good character, in good health, have a high school diploma or equivalent, have a desire to work with students and be able to maintain discipline and duties with in the classroom setting.
- b. **RESPONSIBLE TO** - Principal and the District Technology Director.
- c. **GENERAL DUTIES** - Supervise students assigned to computer labs, maintain technology equipment and software, and assist students and staff in using technology.
- d. **SPECIFIC DUTIES:**
  1. On a limited basis supervise students assigned to computer labs.
  2. Help students with minor problems.
  3. Take attendance when needed and report absences and tardies.
  4. Assist in regular hall monitoring (and rest rooms).
  5. Handle discipline problems in accordance with building rules.
  6. Attend in-services.
  7. Perform software upgrades and trouble shoot problems.
  8. Clean and maintain technology equipment all through the school.
  9. Maintain an atmosphere conducive to area where students are assigned.
  10. Assist staff and students with technology.
  11. Excuse students to go to rest room, library and so forth, in an orderly and approved manner.

12. Perform other duties, which are related to the general and specific duties found in this section assigned by the building principal or immediate supervisor.

## ARTICLE XIV

### CONTINUOUS IMPROVEMENT PLANNING

- A.** **Continuous Improvement Planning (CIP)** or long range planning is used to set direction and goals for district and building operations. Bargaining unit members will be invited to participate in any long range or continuous improvement planning at the district and building level. Training regarding work on these committees will be provided when necessary.

**ARTICLE XV**  
**SHARED SOLUTIONS COMMITTEE**

- A. The Shared Solutions Committee** consists of the Superintendent, the NELASE president, one person designated by the NELASE president, and one person designated by the superintendent. The Shared Solutions Committee will meet not less than once bi-monthly to consider issues of mutual concern.
- B. INSURANCE COMMITTEE:** In order to facilitate an understanding of current employee insurance coverage and to periodically explore the market place for improved coverage and/or reduced costs, an Insurance Study Committee will be established by the Board and the Northeastern Local Education Association and the Northeastern Local Association of School Employees. Each group will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The Committee will have the authority to analyze and review benefit plans and screen different plans for recommended to the parties. The Board shall retain the authority to accept , reject or modify the Committee's recommendation. In no instance, shall any confidential medical information be viewed by the Committee.

## **ARTICLE XVI TECHNOLOGY**

**A. INTERNET ACCESS AND GENERAL COMPUTER USAGE:** The Northeastern Local School District is pleased to provide access to computer systems within the district and to the Internet. In order for the school district to be able to continue to make its computer network and Internet access available, all users must take responsibility for appropriate and lawful use of this access. Listed below are the provisions regarding use of technology.

**B. ACCEPTABLE USES:** The Northeastern Local School District is providing access for communication and educational/business-related purposes only.

Users should not expect that e-mail and files stored on district equipment will remain private. Network administrators and other school staff may review files and communications to maintain system integrity, review user progress, and to insure that the system is being used responsibly.

The following "behaviors" are specifically prohibited:

Sending or displaying offensive messages or pictures

Using obscene language

Harassing, threatening, or insulting others

Intentionally damaging computers, computer systems, or networks

Intentionally importing or placing destructive programs such as "viruses" into the system

Intentionally violating copyright laws

Plagiarism

Intentionally using another's password or giving out passwords

Trespassing in another's folders, work, or files

Intentionally wasting limited resources

Employing the network for commercial purposes

Entering a "chat room" that is not expressly academically educational

Accessing inappropriate websites (ex. pornographic)

**C. PRIVACY:** Access to the technological systems in place in the district is provided as a tool. The Northeastern Local School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the Northeastern Local School District and no employee shall have any expectation of privacy regarding such materials. Violations may result in a loss of access as well as other disciplinary or legal action.

**ARTICLE XVII**  
**DURATION/TERMS OF AGREEMENT/SAVINGS CLAUSE**

- A. CONTRACT TO REMAIN IN FULL FORCE AND EFFECT:** All sections of this master contract will remain in full force and effect in the successor contract unless altered during these negotiations.
- B. RIGHTS OF PARTIES DURING NEGOTIATIONS OF SUCCESSOR CONTRACT:** The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are contained in this Contract and the Parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the Parties to this Agreement.
- C. ASSOCIATION SOLE BARGAINING AGENT:** Bargaining Rights - The Board agrees not to negotiate with any individual, group, or organization purporting to represent the employees, other than the Association, except as provided for in this Agreement.
- D. LIMITED RIGHTS OF PARTIES TO CONSULT:** This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement. However, this discussion or consultation shall not include items which are negotiable as defined by Ohio Revised Code 4117.
- E. PROVISIONS CONTRARY TO LAW AND DUTY TO NEGOTIATE:** The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions enacted after the signing of this Agreement. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the parties to the Agreement shall meet within ten (10) days to consider substitute provisions which are in conformity with the applicable laws.
- 1. DUTY TO NEGOTIATE CHANGES:** If such negotiations do not resolve the matter within twenty-one (21) days thereafter, the normal impasse will be used to settle the differences as specified in Article II - DISAGREEMENT. The remainder of this Agreement shall remain in full force and effect during the duration of this Agreement.

- F. TERMS OF AGREEMENT:** It is agreed by the Parties that this contract shall be effective July 1, 2015 and remain in effect through June 30, 2017, with all issues closed unless otherwise specified in the contract.
- G. RIGHTS OF ASSOCIATION UNDER REOPENER:** If a scheduled reopener occurs and an agreement cannot be reached on the items, the dispute process of this contract shall be used to settle the differences. If an agreement cannot be reached, the Association will have the right to withhold its services in accordance with Chapter 4117 of the Ohio Revised Code.
- H. SUBCONTRACTING:** The Board agrees to follow all applicable rules and procedures of R.C. 4117 in the event it determines to subcontract bargaining unit work.
- I. SIGNATURE OF THE PARTIES**

For the Association

Rochann McClain  
President

Jessie McKinnis  
Team Member

Tamara Stiles  
Team Member

Kim McQuirt  
Team Member

\_\_\_\_\_  
Team Member

8-18-15  
Date

For the Board of Education

Luella Jordan  
President

Dennis Johnson  
Treasurer

John P. ... Ph.D.  
Superintendent

Shaw Blyer  
Assistant Superintendent

9-17-15  
Date

## GRIEVANCE FORM

Grievant:

Building:

Assignment:

Date of Occurrence:

Date of Informal Discussion (if applicable):

Filing at Step: \_\_\_\_\_ with: \_\_\_\_\_

CITE THE PROVISIONS OF THE AGREEMENT WHICH THE GRIEVANT ALLEGES  
HAVE BEEN VIOLATED, MISINTERPRETED OR MISAPPLIED:

BRIEFLY EXPLAIN HOW THE FOREGOING PROVISIONS HAVE BEEN VIOLATED,  
MISINTERPRETED, OR MISAPPLIED:

STATE THE RELIEF SOUGHT:

SIGNATURE:

DATE:

**NORTHEASTERN LOCAL SCHOOL DISTRICT**

**SCHOOL SUPPORT PERSONNEL EVALUATION FORM**

Employee: \_\_\_\_\_ Job Title:  
\_\_\_\_\_

Building: \_\_\_\_\_ Evaluation period: From \_\_\_\_\_ to \_\_\_\_\_

Administrator/Supervisor evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**PURPOSE**

The evaluation of employee performance serves the following purposes:

1. To assist employees in maintaining and improving job performance;
2. To provide feedback to employees on their performance;
3. To provide information for personnel actions, promotions, transfers, and training.

**PROCEDURE**

1. Limit the evaluation to the current evaluation period.
2. Complete the evaluation form.
3. Meet with the employee and discuss all aspects of the evaluation.
4. The employee shall put any comments he/she has regarding the evaluation in the "Employee's Comment" section, and sign and date the form.
5. The Evaluator shall put any comments regarding the evaluation in the "Evaluator's Comment" section, sign, and date.
6. The Evaluator shall file the original in the employee's personnel file and give a copy to the employee.

This Evaluation is to be strictly job-related and nondiscriminatory based on race, religion, sex, national origin, or disability; evaluate each area separately; and communicate openly and honestly, seeking input from the employee. This evaluation is to be used as a performance reference for both employee and supervisor/employer.

“O” indicates outstanding performance and will be noted in the evaluator’s comments.

“U” indicates unsatisfactory performance and will be explained in the evaluator’s comments.

“N/O” indicates an area that is not applicable, or not observed at this time, or is not included in this evaluation.

“S” indicates acceptable performance.

### **VOLUME OF WORK**

\_\_\_\_\_ Amount of work accomplished

\_\_\_\_\_ Completion of work on schedule

### **QUALITY OF WORK**

\_\_\_\_\_ Accuracy

\_\_\_\_\_ Initiative and resourcefulness

\_\_\_\_\_ Neatness of work product

\_\_\_\_\_ Achievement of objectives; effectiveness

### **WORK HABITS**

\_\_\_\_\_ Attendance

\_\_\_\_\_ Degree to which an employee can be relied upon to do the job without close supervision

\_\_\_\_\_ Compliance with rules, policies, and safety procedures

\_\_\_\_\_ Recognizes problems/makes decisions

\_\_\_\_\_ Accomplishes work assignments

\_\_\_\_\_ Punctuality

\_\_\_\_\_ Organization of work

\_\_\_\_\_ Completion of work on schedule

\_\_\_\_\_ Adaptability to duties

\_\_\_\_\_ Care and use of equipment, techniques, and materials

### **PERSONAL CHARACTERISTICS**

\_\_\_\_\_ Establishes good working relationships with other employees, pupils, and parents

\_\_\_\_\_ Willingness to meet job requirements and accept suggestions

\_\_\_\_\_ Accepts constructive criticism

\_\_\_\_\_ Personal appearance

\_\_\_\_\_ General health

### **OTHER**

---

\*If an employee's overall performance is unsatisfactory a second evaluation will be conducted within \_\_\_\_\_, 30, 60, or 90 days. Individual area(s) with unsatisfactory rating(s) that the evaluator deems critical may also call for a second evaluation. Improvements may be necessary to avoid "personnel actions."

**EVALUATOR'S COMMENTS:**

Brief comments on areas marked "Outstanding":

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Explain in detail any individual score of "\*Unsatisfactory":

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In what ways can the employee improve performance that will help eliminate the unsatisfactory ratings?

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This report is based on my observation, knowledge of employee's performance and review of applicable information for the evaluation period. It represents my best judgment of the employee's performance.

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_





## FIELD TRIP ABSENTEE BIDDING FORM

I \_\_\_\_\_ have given \_\_\_\_\_  
Transportation Rep.

the authority to bid on field trips on \_\_\_\_\_.  
bidding date

NOTE: Absentee bidding is authorized only for conflicting field trips.

Signature

Signature

\_\_\_\_\_  
Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

This form is to be completed and received at the transportation office by 2:00pm the day before bidding.

Copies: Driver  
Transportation

---

### FIELD TRIPS WANTED

DAY/DATE  
TIME

SCHOOL

ACTIVITY

<u>DAY/DATE</u> <u>TIME</u>	<u>SCHOOL</u>	<u>ACTIVITY</u>	

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