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# **MASTER CONTRACT AGREEMENT**

Between the

**LAKOTA SCHOOL SUPPORT ASSOCIATION (LSSA)**

and the

**LAKOTA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

in

**BUTLER COUNTY, OHIO**

**EFFECTIVE:** July 1, 2014 through June 30, 2018

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## **ARTICLE I - RECOGNITION**

- 1.01** The Lakota Board of Education, hereinafter referred to as the "Board," recognizes the Lakota School Support Association OEA/NEA, hereinafter referred to as the "Association" as the exclusive and sole bargaining agent for the bargaining unit as defined herein.
- 1.02** **Bargaining Unit** - The bargaining unit shall be defined as all full-time and part-time, non-supervisory/evaluative employee(s), including systems support technician(s), clerical employee(s), custodian(s), instructional aide(s), certified assistant(s), parent mentor(s), registered nurse(s), courier(s), Child Nutrition employee(s), maintenance employee(s), secretaries, mechanic(s), and data processing specialist(s). In addition, long term substitute employees working 61 or more consecutive days in a specific long term assignment.

The following shall be excluded from the unit: all certificated/licensed teaching personnel, supervisory/evaluative/disciplinary staff, confidential employees who are: all of the Human Resources staff, all of the Treasurers staff and one Executive Secretary in each central office department and all day to day substitute employees.

- 1.0201 Current mechanics remain part of the bargaining unit; however, the mechanics shall be supervised, evaluated, disciplined and will take direction from the Board's private transportation subcontractor. New hires as of July 1, 2011, shall be private employees of the District's transportation subcontractor and not considered part of the bargaining unit.

- 1.03** The Association recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making rules and regulation by which the district will be governed as provided in ORC 4117.08 (A) (C) as reprinted herein:

ORC 4117.08 (A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

ORC 4117.08 (C) Unless the public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

- (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, its overall budget, utilization of technology and organizational 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 lay off, transfer, assign, schedule, 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.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as effects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

- 1.04 The Association agrees that in the event a dispute arises during the term of this agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this agreement or retained as a result of the provisions of this article, the grievance procedure established in this agreement shall be the sole and exclusive procedure for resolving such a dispute.
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## **ARTICLE II - DEFINITIONS**

- 2.01 **Days** – shall mean Monday through Friday, except district approved holidays.
- 2.02 **Good Faith** – the willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 2.03 **Seniority**
- 2.0301 District Seniority - shall be defined as the length of continuous employment with the Board as a classified employee, commencing with the first day on the job in a bargaining unit position verified by HR. The seniority of a person employed as a long-term substitute who is employed in a bargaining unit position without any break in employment after completing the long-term substitute position shall revert back to the first date of employment in the long-term substitute's position.
- 2.0302 When two (2) or more employees have equal seniority, the employee with the greatest number of years in the Lakota Local School District shall be ranked the most senior. If a tie remains, said employees shall participate in a drawing to establish their seniority ranking. If said drawing is necessary, the LSSA President or designee shall be present at the time of the drawing.
- 2.0303 Continuous employment as referenced in 2.0401 above shall include all time on Board approved leaves of absence and all time that an employee's contract has been suspended, provided there is no break in employment, provided further that an employee shall not accrue seniority while on an unpaid leave of absence except as provided in section 15.02 of this agreement.
- 2.0304 The employer shall prepare, maintain and post a seniority list. The initial seniority list shall be prepared and posted in January of each year. Any questions members may have regarding their seniority date shall discuss the questions with the LSSA President. Revisions and updates will be made as needed. A copy of the seniority lists and updates shall be given to the Association President.
- 2.0305 Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- 2.04 **Bargaining Unit Work** - shall be defined as all work now being performed by bargaining unit members or any similar work.

- 2.05 **Benefit Eligibility** – Employees who are contracted for 21 or more hours per week are eligible for benefits in accordance with Article XV.
- 2.06 **Contracts** – All employment contracts begin on July 1 and end on June 30 each year.
- 2.07 **Grievance** – A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.
- 2.08 **Grievant** – Shall mean the employee(s) or the Association filing the grievance.
- 2.09 **Lateral Transfer** – Shall be no change in job classification. Only one (1) lateral transfer per contract year is permitted. However, Child Nutrition employees are not limited to any specific number of lateral transfers per contract year.
- 2.10 **Probationary Period** – 90 calendar days from the first day of work.
- 2.11 **Trial Period** – The employee who has accepted a voluntary transfer shall have the right to request an opportunity to work in the new position for one (1) day to determine if the new job is a good fit. The employee must inform the hiring administrator in writing if he/she wishes to decline the position by Noon on the following day of the trial. The trial day will be waived if the work calendar of the position accepted is not in effect at the time the transfer has been accepted.
- 2.12 **Job Classifications**

2.1201 The following are the job classifications within the unit. The boxes below indicate classification groups and days for initial appointment and transitions.

Buildings & Grounds – Office Manager	260	Lead Maintenance	260
Enrollment Center – Office Manager	227	Electrician	260
Administrative Secretary – Building and Grounds	260	Plumber	260
Administrative Secretary – Curriculum	260	Carpenter	260
Administrative Secretary – Special Services	260	HVAC Technician	260
10 – 12 Office Manager	260	General Maintenance	260
K – 8 Office Manager	227	Maintenance Helper	260
Athletic Office Operations Manager	260	Lead Athletic Maintenance	260
10 - 12 Bursar	227/260	General Athletic Maintenance	260
Class II Secretary	227	Head Mechanic	260
Receptionist/Facilities Usage Coordinator	260	Mechanic	260
9 – 12 Data Processing Specialist	260	Central Office Head Custodian	260
K – 8 Data Processing Specialist	227	Head Custodian	260
Special Education Technology Support	260	Custodian	260
Lead System Support Technician	260	Courier/Custodian	260
System Support Technician	260		
Registered Nurse	188		
Instructional Aide – Special Ed - MD	185		
Instructional Aide – Special Ed - ED	185		
Instructional Aide – Special Ed - SCC	185		
Instructional Aide – Special Ed - Attendant	185		
Instructional Aide – All Others	185		
Certified Assistant – COTA	185		
Certified Assistant – PTA	185		
Certified Assistant – Parent Mentor	185		
Certified Assistant – Sign Language Interpreter	185		
Certified Assistant – Brailist	185		
Child Nutrition Catering Manager (7 Hours)	189	Child Nutrition Aide (2-3 Hours)	186
Child Nutrition Manager (7 Hours)	189	Child Nutrition Office Professional (8 Hours)	260
Child Nutrition Cook (6 Hours)	186	Child Nutrition Software Support (8 Hours)	260
Child Nutrition Professional (2-5 Hours)	186	Child Nutrition Specialist (8 Hours)	260

- 2.1202** All custodians report directly to the Buildings and Grounds Department through the following progression:
- Shift Custodian
  - Head Custodian
  - Manager, Facilities and Operations
  - Director, Buildings and Grounds

All employees within the Buildings and Grounds Department have a direct functional responsibility to provide expeditious services to their assigned building as described/directed by their building principal/department.

The Head Custodian is responsible for providing a clean, safe environment for students and staff. The Head Custodian is responsible for ensuring that all Shift Custodians are performing their duties as they pertain to building cleanliness and safety. All Shift Custodians shall report directly to the Head Custodian who reports directly to the Facilities Services Supervisor.

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## **ARTICLE III - NEGOTIATIONS**

### **3.01 Negotiation Procedures**

- 3.0101** Request to open negotiations shall be submitted by the president of the Association to superintendent or designee or by the superintendent or designee to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.
- 3.0102** The initiating party shall include the following:
- A. Date of Request
  - B. Statement of purpose for meeting
  - C. Person to Contact
- 3.0103** The receiving party shall respond and include the following
- A. Date of Response
  - B. Acknowledgement of receipt of negotiations request
  - C. Person to contact
- 3.0104** The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).
- 3.0105** Initial proposals for negotiations shall be exchanged at the first negotiations meeting between the parties in accordance with Article 3.02 of this contract. No new items will be added to the proposals unless mutually agreed upon by the parties.

### **3.02 Negotiations Meetings**

- 3.0201** The parties shall meet at a time and place as mutually agreed upon for the first negotiation meeting.
- 3.0202** A time, place, and date for the next session shall be established before concluding the first and each successive negotiating meeting.
- 3.0203** All meetings shall be scheduled after school hours unless otherwise mutually agreed.

### **3.03 Negotiation Teams**

- 3.0301** Each team shall consist of up to six (6) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams. Size of teams may be changed by mutual consent.
- 3.0302** Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using a consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of same.
- 3.0303** When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties may mutually agree to continue the process or shall agree to a new time, date, and place for the next negotiation session.
- 3.0304** Either party may have observers present at each session. The observers may not participate in the bargaining process.
- 3.0305** While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make and consider proposals and counter proposals; and to make concessions in the course of negotiations so as to reach agreement.

### **3.04 Information**

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

### **3.05 Caucus**

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

### **3.06 Item Agreement**

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties until contract ratification. It is expressly understood by the parties that the tentative agreement reached on any item may only be revised or withdrawn by mutual agreement.

### **3.07 Agreement**

When a total contract tentative agreement is reached through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted to the Association's membership with a recommendation by the Association's bargaining team.

- 3.0701** The ratification vote by the Association's membership shall be communicated to the Superintendent or designee. Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days, unless otherwise mutually agreed, to consider the approval or non-approval of the tentative agreement.

### **3.08 Impasse**

In the event of impasse, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join the request. There shall be a minimum of three mediation meetings, unless such number is not needed by reason of the parties having reached agreement sooner. If no agreement has been reached after three mediation sessions and, in the case of negotiations for a successor agreement, the preceding

contract has expired, the employees in the bargaining unit shall have the right to strike provided that the Association has given ten (10) working days' notice of an intent to strike to the Board and the State Employment Relations Board as required by Ohio Revised Code 4117.14, and further provided that the Association has submitted the Board's final offer to vote of the membership.

### **3.09 Reopener Provisions**

If during the term of this contract there is a change in any applicable state or federal law, or if any provision of this contract shall be found to be contrary to law by a court of competent jurisdiction or pursuant to a specified reopener provision of this contract, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall remain in full force and effect for the term of the contract. If a provision is determined to be invalid, the parties will meet to negotiate with regard to that provision within forty-five (45) days of the demand of either party in accordance with the negotiation provisions of this contract.

### **3.10 In-term Bargaining**

If, during the life of the contract, bargaining is necessary due to section 3.10 and agreement is not reached on the subject matter being bargained, section 3.09 of this contract shall govern the impasse procedures.

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## **ARTICLE IV – GRIEVANCE PROCEDURE**

**4.01 Definition of Grievance** – A grievance is a complaint lodged against the Administration involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.

**4.02 Definition of Grievant** – Shall mean the employee(s) of the Association filing the grievance.

**4.03 Purpose** – The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

**4.04 Written Grievance** – An employee who believes that he/she has a grievance may submit a written complaint to the Association President and/or Grievance Chair within a timely fashion, not to exceed the ability for the Association President and or Grievance Chair to meet the twenty-five (25) day timeline listed below.

Such grievance shall be submitted by the Association President and/or Grievance Chair to the Executive Director of Human Resources within twenty-five (25) days of the infraction.

### **4.05 Grievance Procedure**

**4.0501 Step One:** A grievant shall have the right to lodge a written grievance against the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the employee shall have twenty-five (25) days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within twenty-five (25) days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of right to file a grievance and said grievance shall be void.

A. The written grievance shall be written on Appendix A and shall contain a concise statement of the facts upon which the grievance is based with a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied.

- B. A copy of such grievance shall be filed with the superintendent and/or designee.
- C. The grievant shall have a hearing before the Administrator. The grievant shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the receipt of the grievance. The hearing between the grievant and administrator shall involve those two parties only, unless either party requests to be accompanied by a representative of his/her choice.
- D. The administrator shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the superintendent and/or designee and the Association President and/or Grievance Chair.

**4.0502** Step Two: If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing the reasons for the appeal to the Executive Director of Human Resources.

- A. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the administrator's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
- B. A hearing shall be conducted by the Executive Director of Human Resources, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, to be represented at such hearing by a representative of his or her choice. The Association and the Administration shall provide each party with the names and titles of those who will be in attendance at the meeting.
- C. The Executive Director of Human Resources shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the administrator and the Association President and/or grievance chair.

**4.0503** Step Three: If the action taken by the Executive Director of Human Resources does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and/or Assistant Superintendent following the procedures as outlined in Step 2 above.

**4.0504** Step Four: If the grievant is not satisfied with the decision at step three, the Association may appeal the decision to arbitration with seven (7) days of the receipt of the Superintendent's/Assistant Superintendent's decision.

- A. The notice of appeal at step three shall be filed with the Treasurer of the Board. Failure to file such an appeal within seven (7) days of the receipt of the Superintendent's/Assistant Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.
- B. The parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.
- C. The arbitrator shall conduct a hearing and receive such evidence as testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board and the Arbitrator.
- D. Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted simultaneously to the Association and the Board.
- E. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association.

- F. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each party, however, shall be responsible for the fees and expenses of its representative.

#### **4.06 Miscellaneous Provisions**

- 4.0601** An employee who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel file.
- 4.0602** Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When possible the hearing will be held after regular school hours. When such hearings and conferences are held at the option of the administration or the Arbitrator during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- 4.0603** It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 4.0604** All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time.

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### **ARTICLE V - ASSOCIATION RIGHTS**

- 5.01** The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the classified employees:
- 5.0101** To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- 5.0102** Use of all bulletin boards at each work site.
- 5.0103** The Association may use the school mail system, including email, for distribution of Association materials to members of the bargaining unit.
- 5.0104** Upon approval of the building principal, the Association may use school buildings in the district for meetings.
- 5.0105** The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the district for any damage to the equipment caused by its misuse.
- 5.0106** The building administrator shall make announcements requested by the Association over the public address system.
- 5.0107** The Board will provide copies of access to the Board policies and the contract between the Board and the Association.
- 5.0108** The Board will provide the Association President with a copy of the Board meeting agenda(s) and access to the Board minutes.
- 5.0109** The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members upon request.

- 5.0110 The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.
- 5.0111 Employees shall have the right to representation at all meetings which are likely to result in a reprimand and are disciplinary in nature.
- 5.02 The Board agrees to deduct the dues from the wages of Association members upon presentation of a written authorization individually executed by any employee.
- 5.0201 Dues shall be collected in equal deductions for 18 bimonthly pays beginning with the first pay in October and shall be submitted to OEA monthly with a list of those employees for whom payment is made and the amount deducted. A copy of the list shall be submitted to the Association treasurer.
- 5.0202 Payroll deductions shall be continuous and remain in effect unless revoked in writing to the district treasurer between the dates of September 1 and September 15 of any school year.
- 5.0203 The Association will notify the district treasurer the amount of dues to be collected on or about September 15 of each year for the purpose of determining amounts to be payroll deducted.
- 5.0204 All separations from employment occurring after Sept. 15<sup>th</sup> each school year, will result in the district deducting the balance of dues from the final paycheck once all district obligations are met.
- 5.0205 **Fair Share Fee**
- A. Payroll Deduction of Fair Share Fee – The Board shall deduct from the pay of all full-time and regular part-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.
- B. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All fair share fee payers – payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
  2. Upon termination of membership during the membership year – the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions – The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair

share fee deductions were made, the period covered, and the amounts deducted for each.

- E. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- F. Entitlement to Rebate – Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer – The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - 3. The Board agrees to: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) To not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
  - 4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

### **5.03 Association Release Time**

- 5.0301** The local Association President or designee(s) may attend Association related activities and shall not be unreasonably denied, including officially elected delegates/alternates who may attend the OEA Representative Assembly.
- 5.0302** The Board is not obligated for any expenses.
- 5.0303** The Association President or president's designee shall be allowed release time in order to participate in impasse, grievance and arbitration hearings.
- 5.0304** All second shift employees, who are officers in the Association, shall have the right to one hour of release time per month to attend union meetings, accumulative to ten (10) hours.

## **ARTICLE VI - JOB DESCRIPTIONS**

- 6.01** The Human Resources office shall have the authority to determine the job descriptions for all positions in which employees are employed. Any changes in job descriptions will be initiated by the Administration and input will be gathered by the Human Resource office and the LSSA President and/or designee. The official job descriptions shall be those which are on file with the Human Resources office.

## **ARTICLE VII – EMPLOYEE DISCIPLINE AND FACT-FINDING**

### **7.01 Contracts for Classified Employees**

Each employee shall be issued a written contract. In addition, each year all employees shall be issued a salary notice in accordance with Section 17.02 of this agreement. All new hires must attend a pre-employment orientation with Central Office. When a current employee has a change in contract hours that affects eligibility for benefits, they will be contacted by the HR Office to discuss the change in status and the benefits that are available. All forms and procedures will be completed by employees in the Treasurer's office.

- 7.0101** Upon acceptance of a position with the Lakota Local School District, an employee will be employed under a one (1) year limited contract. During the first ninety (90) working days of this contract, the employee is on a probationary status and may be discharged at any time by the employer with no reason given. Per the Ohio Revised Code, in order for an employee to receive a year of service credit, a minimum of 120 working days must be completed. In the event an employee does not complete the minimum 120 working days during the one (1) year limited contract, he/she will be reemployed under a new one (1) year limited contract without the 90 day probationary period. If at least 120 work days are completed in the second one (1) year limited contract, the employee will be reemployed as outlined. The employee will be reemployed under a two (2) year contract. At the end of the two year contract the employee will be reemployed under a continuing contract.

- 7.0102** Non-renewal of a one or two year contract shall follow this procedure:
1. Evaluations by January 15<sup>th</sup> and May 31<sup>st</sup>.
  2. Written notification of the intent to non-renew shall be provided prior to June 1, and may be included in the second evaluation.
  3. Board action to non-renew by the first scheduled meeting in June.
  4. Written notification of Board action to non-renew shall be provided by the Treasurer within five (5) work days of the meeting at which the Board acted to non-renew.

### **7.02 Complaints, Fact-Finding and Discipline**

An employee may be disciplined; including suspended and/or terminated, for just cause, for one or more of the reasons described in the Ohio Revised Code.

- 7.0201** The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending upon the nature of the offense, an employee shall be verbally warned about conduct which could lead to more formal disciplinary action. Thereafter, and depending upon the nature of the offense and the circumstances, the Board agrees that an employee shall not be suspended for an offense until the employee has received a written reprimand for the same offense, and an employee will not be terminated for an offense unless the employee has been suspended for the same or a similar offense; provided, however, that the Superintendent or Executive Director of Human Resources may accelerate disciplinary measures to any step, if the gravity of the offense warrants such immediate action.

**7.0202** The Board will not intentionally discriminate against or between professional employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability or place of residence.

**7.0203 Complaints**

It is the intent that complaints be resolved privately among the complainant and the staff member. Any administrator or member of the Board receiving a complaint will, within a reasonable time, refer the complainant to the staff member involved. Any complaints which cannot be resolved privately among the complainant and staff member must be directed to the staff member's immediate supervisor (administrator). A meeting involving the school official, the staff member and the complainant may be held to professionally resolve the problem.

**7.0204** Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to an administrator. In the event the complainant refuses to meet with the employee, the administrator will meet with the employee before taking any further action and provide the employee with the allegations of the complaint. The employee will be given time to respond and provide his/her position on the matter.

**7.0205 Progressive Discipline**

In addition to the procedures set forth by law, the superintendent or designee, may issue a verbal warning oral reprimand, written reprimand or recommend a suspension without pay.

**Step 1 Verbal Warning**

It is expected that most offenses will be addressed through a verbal warning which is step one (1) in a progressive disciplinary process. Anonymous complaints shall not be used to support disciplinary action. This warning is delivered verbally by the supervisor with no written record of it appearing in an employee's personnel file. This warning is not grievable and is meant to prevent the need for a more formal reprimand in the future.

**Step 2 Fact-Finding Conference**

Before an employee receives a reprimand placed in his/her personnel file, or before an employee receives a recommendation of a suspension without pay:

- A. The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and
- B. The employee shall be notified in writing of the purpose of the fact-finding conference using Appendix B and the right to an Association representative of his/her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within five (5) days unless a mutually agreeable time is set.

**Step 3 Disciplinary Conclusions**

Disciplinary conferences may be held either at the administration building or at the school. The employee shall receive at least five (5) days' notice of the conference.

The disciplinary conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.

**A. Oral Reprimand**

This is a formal step in a progressive disciplinary process, usually following a verbal warning. It is a reprimand delivered orally by the supervisor but documented in writing using Appendix C. The written documentation of an oral reprimand shall become a part of the employee's personnel file. An employee's response may be attached. At the request of the bargaining unit member, all

copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

**B. Written Reprimand**

This is a formal step in a progressive disciplinary process beyond or in follow-up to the oral reprimand. A written reprimand is always reduced to writing using Appendix D and a copy of the written reprimand shall become a part of the employee's personnel file. An employee's response may be attached.

**C. Suspension and Termination**

In situations of extreme gravity or repeated failure to adhere to policy and/or directives, the superintendent may suspend an employee without pay for up to five (5) days.

Before a suspension of an employee becomes effective, the employee shall be notified of the reason for the proposed disciplinary action, and a hearing may be held at which the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing may be before the Superintendent.

If the disciplinary conference results in an administrative recommendation of termination the affected employee shall have the rights afforded him/her under state law.

In the case of termination, the public hearing shall be before the Board of Education. At such hearing, the employee affected may be represented by a representative of the Association. In the event the proposed disciplinary action is termination, the employee may be suspended with pay from the date of receipt of notice of the proposed termination until the Board takes action, following the meeting provided for herein, on the proposed termination.

Reprimands, discipline and the reasons for said discipline shall be grievable.

**7.0206 Poor Attendance**

Employees who demonstrate a pattern of poor attendance may be required to meet with administration to discuss reasons for the absences as defined below:

1. Has a disproportionate number of absences on a Monday and/or Friday; and/or
2. Has a disproportionate number of absences in any combination of sick leave, and/or personal leave; and/or
3. Has a continuous pattern of exhausted accumulated sick leave, personal leave;

If the Administration reasonably believes the employee's explanation lacks credibility, then the Administration may require the employee to submit documentation regarding the absences.

If the pattern of poor attendance continues without reasonable documentation to support these absences, the Administration may issue an attendance written warning explaining his/her concerns with the absences.

If the pattern of poor attendance further continues, the matter shall be referred to the Executive Director of Human Resources for further discussion with the employee. The employee may face possible disciplinary consequences under Article 10 of the negotiated agreement, up to and including possible termination.

**7.03 Reduction in Force**

- 7.0301** If, in the sole judgment of the Board, it determines that a reduction in force is necessary, then the following procedure shall be utilized when making that reduction.

- 7.0302** In a reduction in force of the classified staff, the following provisions will be followed:
- A. Insofar as possible, reduction will be accomplished by resignations, retirements or death of employee.
  - B. When it becomes necessary to lay off employees, the affected employees shall be laid off by classification according to district seniority, with the least senior employee to be laid off first. The following classifications shall be used for determining the classifications in which layoffs are to occur:
  - C. Child Nutrition office professionals and Child Nutrition specialists shall be considered in the same category as administrative secretaries.

**The following groups are for RIF purposes only.**

1	Buildings & Grounds - Office Manager Enrollment Center - Office Manager	23	Lead Maintenance
		24	Electrician
	Administrative Secretary - Building and Grounds	25	Plumber
	Administrative Secretary - Curriculum	26	Carpenter
2	Administrative Secretary - Special Services	27	HVAC Technician
	Child Nutrition Office Professional (8 Hours)	28	General Maintenance
	Child Nutrition Specialist (8 Hours)	29	Maintenance Helper
3	K - 8 Office Manager	30	Lead Athletic Maintenance
4	10 - 12 Office Manager	31	General Athletic Maintenance
5	Athletic Office Operations Manager	32	Head Mechanic
6	10-12 Bursar	33	Mechanic
7	Class II Secretary	34	Central Office Head Custodian
8	Receptionist/Facilities Usage Coordinator	35	Head Custodian
	Data Processing Specialist	36	Custodian
9	Special Education Technology Support	37	Courier/Custodian
10	Lead System Support Technician		
11	System Support Technician		
12	Registered Nurse		
	Instructional Aide - Special Ed - MD		
13	Instructional Aide - Special Ed - ED		
	Instructional Aide - Special Ed - SCC		
	Instructional Aide - Special Ed - Attendant		
14	Instructional Aide - All Others		
15	Certified Assistant - COTA		
16	Certified Assistant - PTA		
17	Certified Assistant - Parent Mentor		
18	Certified Assistant - Sign Language Interpreter		
19	Certified Assistant - Brailist		
	Child Nutrition Catering Manager (7 Hours)		
20	Child Nutrition Manager (7 Hours)		
21	Child Nutrition Cook (6 Hours)	38	Child Nutrition Aide (2-3 Hours)
22	Child Nutrition Professional (2-5 Hours)	39	Child Nutrition Software Support (8 Hours)

- 7.0303** Recall
- A. For the classifications in which the layoff occurs, the Board shall prepare a recall list. Employees shall be placed on the recall list in reverse order of layoff. The recall shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification.
  - B. Vacancies which occur in the classification of layoff shall be offered to individuals from the recall list and they may have up to five (5) days to accept or decline the offered position. Any employee who declines the recall or fails to reply to the Board's offer shall be removed from the recall list.

- C. Laid off employees shall be offered vacancies in other classifications, provided they are qualified for such vacancies as provided for in section 8.0105 of this agreement, before any new employee is employed to fill the vacancy. Laid off employees shall not be required to accept positions which are less hours or are paid at a lower hourly rate.
- D. If an employee is recalled from layoff, the employee shall retain all previous accumulated seniority, but shall not accrue seniority while on layoff.
- E. An employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff.

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## **ARTICLE VIII - NOTIFICATION OF VACANCIES AND TRANSFERS**

### **8.01 Posting of Vacancy**

- 8.0101** Whenever a vacancy occurs within the bargaining unit, it shall be posted by the Human Resources Office for a minimum of five (5) days at a designated place accessible to all employees at each job location. All postings shall be extended during holiday breaks (Fall, Winter and Spring) by the number of days school was not in session. A vacancy is defined as any opening resulting from the death, resignation, termination or retirement of an employee which the Board decides to fill, or any newly created position.
- 8.0102** The content of the vacancy notice shall include a copy of the job description which includes qualifications (essential responsibilities) for the position, description of any specific skills/experience required to perform the job, the number of hours required, location of the work, rate of pay, and classification.
- 8.0103** During the summer, vacancies shall be posted at the administration office and at all work sites.
- 8.0104** An employee who desires to fill a vacancy as defined above shall, within five (5) days of the posting, apply for the vacancy via the online application system. Internal employees are considered for lateral transfers or promotions prior to consideration of external candidates. Lateral transfer shall be no change in job classification. All employees who have submitted a complete application for a lateral transfer shall be considered for the position prior to the vacancy being filled.
- 8.0105** When there are one or more applicants for a posted vacancy employed in positions within the same job classification which is applicable to the vacant position and who meet the qualifications listed in the posting, the most senior employee shall be awarded the position except when the applicants are determined unequal based on (a) a review of the attendance record, (b) comparable evaluations on the last two (2) most recent evaluations, (c) unique qualifications stated in the posting, (d) one lateral transfer per contract year, (e) written discipline within the last 24 months. In the event a vacant position is awarded to a less senior employee, the senior applicant(s) may be informed in writing by the Human Resources Department within five (5) days as to why the less senior applicant was awarded the position if requested by the employee.
- 8.0106** An employee in the District applicant pool who meets the minimum qualifications as outlined in the job description and requests a transfer outside his/her classification will be considered before new applicants. When there are no applicants employed in positions within the same job classification applicable to the vacant position, the vacancy shall be awarded to the most qualified applicant (without regard to whether that person is currently employed or not employed by the Board) who best meets the qualifications/experience for the position, based on (a) a review of the attendance record, (b) comparable evaluations on the last two (2) most recent evaluations, (c) unique qualifications stated in the posting, and/or (d) the results of a structured standardized interview process developed by Human Resources and the

building/department administrator based on the posted job descriptions and (e) unique qualifications stated in the posting. In the event a vacant position is awarded to a less senior employee, or to an applicant who is not a current employee, the senior applicant(s) may be informed in writing by the Human Resources Department within five (5) days as to the reason(s) why the less senior or outside applicant was awarded the position if requested by the employee.

**8.0107** A vacancy shall be posted and filled as soon as feasible.

**8.0108** The employee who has accepted a voluntary transfer shall have the right to request an opportunity to work in the new position for one (1) day to determine if the new job is a good fit. The employee must inform the hiring administrator in writing if he/she wishes to decline the position by noon the day following the one (1) day trial period. The one (1) day trial period will be waived if the work calendar of the position accepted is not in effect at the time the transfer has been accepted.

**8.0109** Employees are allowed only one (1) lateral transfer per contract year.

## **8.02 Transfers Due to New Facility and/or Redistribution or Reassignment of Students**

Under certain circumstances, students are redistributed or reassigned and/or new educational or other facilities are opened requiring work location reassignment of members of the bargaining unit. In such events, a transfer process will be implemented for employees within affected job classifications prior to posting available positions in accordance with the master agreement voluntary transfer language. The transfer process shall be implemented as follows:

**8.0201** A notice will be distributed to each LSSA bargaining unit member in a classification affected by the opening of a new facility or redistribution of students indicating the position(s) available within the classification. The employee shall return the notice form as directed indicating preference(s) for reassignment.

**8.0202** If the employee does not respond to the notice, the employee may be transferred involuntarily.

**8.0203** All moves during this expedited process shall result in no gain or loss of hours.

**8.0204** Employee requests within each classification will be considered in seniority order for assignment to available vacancies.

**8.0205** Following selection(s) for transfer, a written assignment confirmation will be sent to each transferred employee and copied to the LSSA President.

**8.0206** The trial period is waived for transfers under this expedited process.

**8.0207** At the end of the transfer process, all remaining vacant positions shall be posted district-wide and filled in accordance with the voluntary transfer process in the master agreement, including consideration of individuals whether or not they participated in the expedited process and others outside the classification.

**8.0208** In the event that a reduction in the number of employees in a classification at a particular work site becomes necessary, the reduction at the work site will be accomplished by involuntarily transferring employees at the work site with the least district seniority in the classification affected.

## **8.03 Involuntary Transfer**

The Board reserves the right to transfer employees as the school district staffing needs and the efficient operation of the school district's programs may require, provided that:

- 8.0301 No employee shall be transferred to a different classification without the employee's consent;
- 8.0302 A transferred employee shall not suffer any loss of pay as a result of the transfer;
- 8.0303 A transferred employee shall be informed in person and provided the reasons for the transfer in writing. The reasons for the transfer shall not be arbitrary or capricious nor shall they be for disciplinary action.
- 8.0304 When an involuntary transfer results in placement of an employee in an assignment requiring significantly different skills than required in the previous position, training on the second position will be provided. Mentoring by a colleague may accompany or follow the training.

#### **8.04 Temporary Transfers**

- 8.0401 An employee may be temporarily assigned to jobs other than their regular jobs.
- 8.0402 The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been temporarily transferred is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay after being assigned to the position for five (5) consecutive work days.
- 8.0403 Employee leaves approved by the administration at least fifteen (15) days in advance shall result in step-up pay beginning on day one (1) of the leave. Exceptions to this may be reviewed by the Executive Director of Human Resources.

#### **8.05 Casual/Summer Work**

The Board reserves the right to hire casual employees not covered by this agreement to perform casual or seasonal work during the summer months. The Board agrees that no employee covered by this agreement will have his/her regular work hours reduced as a result of hiring such casual, summer employees.

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### **ARTICLE IX - PERSONNEL FILES**

- 9.01 The official personnel file of each employee shall be housed at the Human Resources Office, although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by the Ohio Sunshine Laws.
- 9.02 Employees shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of a member of the supervisory staff. The supervisor may waive his/her requirement to be present during the employee's inspection of his/her file. The employee may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The employee may be charged a reasonable fee for copies requested by him/her.
- 9.03 In the event a request is made to review a personnel file by someone other than the employee, Association representative, or the administration, the member whose file is being reviewed will be notified prior.
- 9.04 No material may be placed into an individual's personnel file without his/her knowledge.
- 9.05 The employee may make a written response at any time to any material in the file and said response shall be attached to said material.

## **ARTICLE X - EVALUATION**

**10.01** The purpose of the evaluation is:

**10.0101** To assess an employee's work performance.

**10.0102** To help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the district's program.

**10.0103** To constitute the basis for personnel decisions, including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

**10.02 Procedures for Evaluation**

**10.0201** The evaluations of employees covered by this agreement shall be completed in accordance with the following schedule. The evaluation shall be reviewed with the employee, with a copy given to the employee at conclusion of the review.

1. An employee employed under a one-year limited contract shall be evaluated two times in that year. The first evaluation shall be completed on or before January 15<sup>th</sup>, and the second evaluation shall be completed on or before May 31<sup>st</sup> of the year in which the contract expires.
2. One evaluation of an employee in the first year of a two-year limited contract shall be completed by May 31<sup>st</sup> of that contract year. Evaluations in the second year of the two-year limited contract shall be completed by January 15<sup>th</sup> and by May 31<sup>st</sup> of the year in which the contract expires.
3. An employee employed under a continuing contract shall be evaluated at least once every three years; said evaluation shall be completed by May 31<sup>st</sup> of the school year in which the employee is being evaluated.

Conclusion of the review. An employee may present written comments which shall be attached to the written evaluation document. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.

**10.0202** All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's immediate supervisor or Administrator, who shall not be a member of the bargaining unit. In the case of Registered Nurses, Job Coaches and Sign Language Interpreters, a Lakota Education Association member may act as the evaluator.

**10.0203** The parties recognize that the evaluation of an employee is an on-going process, and deficiencies in an employee's performance shall be brought to the attention of the employee, together with suggestions for improvement, when it is determined that an employee's performance is deficient.

**10.0204** The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

**10.0205** The Board and the LSSA shall begin meeting at the start of the 2014-2015 school year to collaborate on a mutually agreeable performance evaluation system. This performance system shall be implemented during the 2015-2016 contract year. Commencing with the 2016-2017 contract year, an employee is required to have a final summative evaluation rating of at least satisfactory to receive any base increase or any incremental level increase.

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## **ARTICLE XI - LIAISON COMMITTEES/STAFF ADVISORY COMMITTEES**

### **11.01 Work Site Level**

- 11.0101** In September of each year, members of the Association at each work site shall select a Liaison Committee which shall consist of three members of the Association from each work site.
- 11.0102** The building administrator at the work site shall meet as needed with the Liaison Committee to discuss matters of concern at that work site. Matters discussed shall not include personal problems of individual employees.
- 11.0103** The committee and supervisor will mutually agree to set meetings.
- 11.0104** The LSSA member shall prepare a written summary of the matters presented at the meeting and decision(s), if any, which were made. A copy shall be provided to the Administrator for review. Once the written summary is mutually agreed to by both parties a copy will be shared with work site representatives and the HR department.

### **11.02 Labor Management Committee**

In an effort to further a good working relationship between the parties, a labor management committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations. Representation on this committee shall be eight (8) representatives per group as appointed by the Executive Director of Human Resources and LSSA President:

For the Administration:

Executive Director of Human Resources  
Director of Human Resources  
Chief Operations Officer  
Rotating members necessary for the discussion at hand  
Ex Officio: Board Counsel

For the Association:

President  
Vice President  
Membership Chairperson  
Rotating members necessary for discussion at hand  
Ex Officio: OEA Representative

Future additions, ground rules, rotation of members, and training will be at the discretion of the Labor-Management Committee.

The Executive Director of HR or designee will serve as chair and an LSSA designee will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, LSSA President or designee.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

### **11.03 LMC Meeting Schedule and Agenda**

Meetings shall be held monthly during the school year. Safety and security of students is a primary goal for the district and will be made a standing item on the LSSA/LMC meeting agenda.

In-service will be maintained as a standing item on the LMC Agenda.

#### **11.04 General LMC Guidelines**

- A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines for implementation.
- B. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

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### **ARTICLE XII - WORK YEAR, WEEK, AND HOURS OF WORK**

#### **12.01 Work Week**

- 12.0101** The workweek for all employees shall begin on Sunday, with the normal week being Monday through Friday.
- 12.0102** Employees are scheduled for work as follows:
  - 8 hour employee(s) are scheduled for 8.5 hours per day; lunch is unpaid
  - 7.5 hour employee(s) are scheduled for 8 hours per day; lunch is unpaid
  - 7 hour employee(s) are scheduled for 7.5 hours per day; lunch is unpaid
  - No other employee(s) are entitled to a lunch break

#### **Lunch and Break(s)**

- 12.0103** Eligible employees (7 paid hours or more per day) shall be entitled to a duty free, one-half hour lunch. In the event an employee's lunch is interrupted by being called to work, the employee shall be permitted to resume and complete his/her lunch provided the employee can do so within a reasonable time of the interruption. In the event an employee is unable to resume his/her interrupted lunch within a reasonable time of the interruption, the employee shall be paid for the time worked. If an employee is unable to resume his/her uninterrupted lunch as a result of an all-day field trip, the employee shall be paid for the time worked.
- 12.0104** An employee who works eight (8) hours is scheduled for eight (8) and one half (1/2) hours total per day. These employees shall be entitled to two (2) paid 15-minute breaks during the employee's work schedule.
- 12.0105** An employee who works a minimum of five (5) and less than eight (8) hours per day shall be entitled to one (1) paid 15-minute scheduled break during the employee's work day. This break shall be taken at the time approved by the employee's supervisor.
- 12.0106** Employees scheduled less than five (5) hours per day are not entitled breaks.
- 12.0107** It is the responsibility of the building/department administrator to communicate a tentative schedule for lunches and breaks to all eligible employees within the first two (2) weeks of work.
- 12.0108** The Instructional Aide start date for each school year will be the first scheduled teachers work day of each school year as approved by the Board of Education.

## 12.02 Paid Holidays

**12.0201** The following days shall be considered paid holidays for all employees covered by this agreement as listed below:

260 Day Employees – Receive the following paid holidays:

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

219 Day through 259 Day Employees – Receive the following paid holidays:

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

Less Than 219 Day Employees – Receive the following paid holidays:

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

- 12.0202** Any employee who is required to work on a scheduled paid holiday will receive one and a half times their hourly rate.
- 12.0203** A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.
- 12.0204** In order to qualify for pay for holidays not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday or have pre-approval to be off those days by the employee's immediate supervisor.
- 12.0205** For those employees who work less than a 219 day schedule, a paid Memorial Day holiday will occur in the event that there are no additional workdays scheduled in the employee's contract year.

## 12.03 Vacations

- 12.0301** Employees covered by this Agreement who are contracted 260 days shall be granted a vacation with pay as follows:  
(NOTE: Certain 10-month secretaries grandfathered as to vacations prior to August 1, 1990, shall also be covered by this provision.)
- A. Years 1-10 earn ten (10) days per year – Year one (1) will be prorated based upon date of hire in a vacation earning position.
- B. Years 11 and above in a vacation earning position earn twenty (20) days per year.
- 12.0302** Employees who have previously accumulated vacation days and are no longer in a vacation eligible position will receive cash compensation for previously accumulated unused vacation time. These employees can use the vacation days that have been accrued until June 30, 2015. At that time, the remaining unused vacation time shall be provided in cash compensation to the employee no later than July 31, 2015. Upon separating employment these employees shall

receive cash compensation for the employee's balance of unused but accumulated vacation time.

For 260 day employees, who still have more than 20 days' vacation accrued, on June 30, 2015, the days accrued will be paid to a balance of 20 days, on July 31, 2015.

**12.0303** Administrative Secretary, 9 – 12 Data Processing Specialist, 10 - 12 Office Manager will have a 260 day contract effective July 1, 2014. 10 – 12 Bursars will have a 227/260 day contract effective July 1, 2014.

**12.0304** Employees who resign and do not qualify for retirement after June 30, 2015 earning their vacation, but who have not taken such vacation, shall receive their vacation pay earned, up to a maximum of twenty (20) days.

**12.0305** All custodial employees shall notify the Head Custodian of their respective building and the Manager of Facilities and Operations no later than April 1 of the time period which they wish to take as their vacation for the time period of April 1<sup>st</sup> through August 31<sup>st</sup> each year.

All other employees shall notify their immediate supervisor no later than April 1 of the time period which they wish to take as their vacation. Vacations will be granted at the time specified, insofar as it is possible to do so in accordance with the staffing needs and the work load of the school district. In cases of conflict, the employee with greater seniority shall be given preference, provided the employee has submitted his/her vacation schedule prior to April 1. Vacation requests received after April 1 shall be on a first come - first serve basis. It is understood that the number of employees allowed to take vacation during any one time period will be determined by the administration, and the administration reserves the right to arrange vacation schedules in accordance with the needs of the school district.

**12.0306** Maximum vacation accrual will be twenty (20) days at the end of the fiscal year. Accumulation during the year may exceed the twenty (20) day total. At the end of each fiscal year, any vacation accumulation in excess of twenty (20) days will be lost.

## **12.04 Overtime**

**12.0401** Scheduled overtime will be offered as follows:

1. To employees fully qualified to perform the overtime work within the job classification, by order of seniority who are assigned to the location or department where the work will be completed.
2. To other district employees, fully qualified to perform the overtime work within the job classification, by order of district seniority.
3. To substitutes.
4. In the event none of the conditions listed above result in assigning overtime. The assignment will be given to employees fully qualified to perform the overtime work within the job classification in reverse seniority rotation at the building level. This reverse seniority list shall be maintained at the building level and shall be identified as the mandatory reverse call-in list.
5. Non-scheduled overtime shall be defined as overtime with less than 48-hours' notice. Non-scheduled overtime shall not be subject to the overtime assignment criteria set forth in this section.
6. In the event that the overtime work is a continuation of an employee's regular assignment, the employee performing the work will continue to work to completion of the assignment

and overtime shall not be assigned based on seniority.

**12.0402** In order to be considered for overtime all employees must have worked forty (40) hours during the week in which overtime will be paid.

**12.0403** When computing overtime, vacation, holidays and jury duty shall be counted as days worked.

**12.0404** All employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in any one week.

**12.0405** All employees shall be paid two times their hourly rate for all hours required to be worked on Sunday regardless of the number of hours worked during that week.

**12.0406** Sick days may not be changed to vacation or personal leave days.

**12.05 Compensatory Time**

Compensatory time shall no longer be an option to employees. Employees who have not exhausted all of their compensatory time by June 30, 2014; shall be paid all remaining previously accumulated time no later than July 31, 2014.

**12.06 Call-In Pay**

Any employee who has completed his/her regularly scheduled workday and is called back to work shall receive a minimum of two (2) hours pay at the applicable rate in addition to regular pay due the employee on that day.

**12.07 Calamity Days Procedures**

A day shall be considered a calamity day when the employee is notified of the declaration directly by the school or by notice on the District website that school has been cancelled for students. The duration or the end of the calamity will also be announced, and only shifts scheduled during the calamity period shall be affected.

**12.0701** Only the Chief Operations Officer or Executive Director of HR shall direct essential personnel to report on a calamity day. Essential personnel are classified as Head Custodians, Maintenance, Maintenance Helpers, Mechanics and System Support Technicians.

**12.0702** An employee required pursuant to 12.0701 to report to work on the first five (5) district declared calamity day(s) shall be entitled to receive time and one-half (1½) for all hours worked on the first five (5) district declared calamity day(s) in a contract year. Employees required to report under this provision who do not report to work on a calamity day will be required to use personal or vacation time.

**12.0703** Non-essential personnel shall receive pay for time lost due to a district declared calamity day. Only the Chief Operations Officer or Executive Director of HR may require non-essential employees to report to work during a calamity day after five (5) paid calamity days in a contract year. In emergency situations the Chief Operations Officer or Executive Director of HR may assign additional essential personnel.

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**ARTICLE XIII - WORKING CONDITIONS**

**13.01 Uniforms for Buildings and Grounds**

All staff members in the buildings and grounds department are required to dress in accordance with the following guidelines:

1. Employees will be provided up to five (5) shirts annually as needed and/or following the

probationary hiring period.

2. All employees must wear the District provided shirts and the shirts must not be altered.
3. All slacks and/or shorts will be provided by the employee and must be in presentable condition, no visible holes or fraying. Employees may wear shorts only when approved by their immediate supervisor. However, shorts when worn, must reach mid-thigh or longer.
4. Closed toe shoes must be worn at all times and specialty shoes are encouraged during necessary periods such as, but not limited to, summer cleaning, welding, and grass mowing.

### **13.02 Uniforms for System Support Technicians**

All system support technicians in the technology department are required to dress in accordance with the following guidelines:

1. Employees will be provided up to five (5) shirts annually as needed and/or following the probationary hiring period.
2. All employees must wear the District provided shirts and the shirts must not be altered.
3. All slacks and/or shorts will be provided by the employee and must be professional in appearance. Employees may wear shorts only when approved by their immediate supervisor. However, shorts when worn, must reach mid-thigh or longer.
4. Employees may wear alternate attire only when approved in advance by their immediate supervisor.
5. Closed toe shoes must be worn at all times and specialty shoes are encouraged during necessary periods.

### **13.03 Handbook**

A handbook may be prepared each year for each classification outlining reasonable rules and regulations expected at each work site for each classification.

### **13.04 In-Service Training**

The District shall use scheduled in-service days for support staff training. Department training will take precedence over building training. Flexibility for in-service training shall be given to departments who hold training on alternate days. Mandatory training hours shall be paid if they extend past an employee's contracted hours. On in-service days, shift hours will be adjusted to accommodate training.

### **13.05 New Hire/New Position Training**

Departments shall develop training programs for new hires, which may include manuals where appropriate for specific positions. Current established LSSA lead and head positions shall act as mentors to new hires where applicable.

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## **ARTICLE XIV - LEAVES**

### **14.01 Sick Leave and Family Medical Leave**

- 14.0101** All employees shall be granted 15 days of sick leave annually to be credited at the rate of one and one-fourth days per month.

**14.0102** Unused sick leave shall accumulate.

**14.0103** Members are entitled to request leave under the Family Medical Leave Act (FMLA).

In the event an employee will miss ten (10) or more consecutive days, the employee shall notify the Human Resources Office prior to taking the leave. In the case of an emergency, the employee will notify the HR office as soon as possible.

HR may schedule a meeting with the employee (as needed). The purpose of this meeting is to support the employee by providing options for the employee's leave, to answer any questions the employee may have and to establish a plan for the employee's absence.

**14.0104** Employees, upon notification to the immediate supervisor, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be transmitted to others, and for absence due to illness, injury, or death in the employee's immediate family. Non-emergency sick leave may be granted for medical appointments by verbal or written notice two days prior to the absence.

**14.0105** Immediate family consists of the employee's spouse, parents, children, siblings, persons residing in the employee's household, grandparents, grandchildren, and in-laws of the employee. Exceptions to this will be reviewed by the Human Resources office. The amount of sick leave usable for absence due to illness, injury, or death in employee's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.

**14.0106** Up to one day a year may be used for bereavement purposes for distant relatives, friends and neighbors. Exceptions to this will be reviewed by the Human Resources office.

**14.0107** For new employees, five days of sick leave shall be advanced as needed within the first 12 months of employment.

**14.0108** Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under sections 3319.081 and 3319.16, Ohio Revised Code.

**14.0109** In an emergency situation, the Executive Director of Human Resources or his/her designee, in his/her sole discretion, may grant an advancement of sick leave to an employee restricted only by the employee's ability to repay advances within his/her contract year.

**14.0110** No day will be charged against any employee's sick leave if the schools are closed due to a calamity.

**14.0111** The employee's supervisor is responsible for monitoring attendance and for counseling the employee on use of sick leave. The supervisor may review the attendance record with an employee and discuss possible ways to improve attendance.

**14.0112** Up to two (2) sick days per year may be used for observance of religious holidays provided prior notice of at least five (5) work days is given.

**14.0113** Family Medical Leave (FMLA) – An employee is entitled to use up to twelve (12) weeks (60 workdays) of leave under the Family Medical Leave Act following the birth of a child or to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care or for a qualified condition. During this twelve (12) week period of time, the member may choose to use accumulated sick leave as documented by a doctor.

A member may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date

shall be a date that is mutually agreed upon between the member and the building principal or his/her designee.

An employee electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 14.03.

A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A father may use paid sick leave under the provisions of the FMLA.

Members who do not have sufficient accumulated sick days to cover the workdays in the six (6) calendar week period immediately after the date of delivery and are unable to return to work must apply for an unpaid medical leave of absence until released by the attending physician. Paid leave from the sick leave bank is not available for this absence. Release by the attending physician does not preclude the member from being granted an initial or extension to an unpaid medical leave of absence.

Employees must submit a written release to return to work without restrictions from their physician when returning from any sick leave in excess ten (10) consecutive days.

## **14.02 Personal Leave**

**14.0201** Each support employee is entitled by Ohio Revised Code to three full days of personal leave within each contract year. This number of days is not prorated based upon the date of hire.

**14.0202** Personal leave day shall be subject to the following conditions:

- A. Requests shall be in writing on a prescribed form.
- B. Personal leave is intended to allow employees to be absent from work to conduct personal or emergency business which cannot otherwise be conducted during non-school hours. Personal leave is not vacation leave.
- C. Employees are not obligated to provide a reason to the Superintendent or designee for requests of Personal Leave made at least five (5) work days prior to requested leave date. Requests presented to the Superintendent or designee less than five (5) work days in advance shall require a reason stated in the request.
- D. Personal leave shall not be used the scheduled work day preceding or following student nonattendance days or legal holidays or the five work (5) days preceding or following the first or last student attendance day of a school year except in emergency or unusual circumstances. The nature of the emergency shall be stated in the request. Saturdays and Sundays shall not be considered student non-attendance days.
- E. The number of persons granted personal leave for any one day will be limited as determined by the Superintendent or designee.
- F. A request for a personal day shall be given to the employee's immediate supervisor and shall be approved by the building administrator in consultation with the department director. The employee shall receive notice of approval or denial of the request for a personal day within two days of making the request.

**14.0203** Unused personal leave may be converted to sick leave at the ratio 1:1 up to a maximum of three days per school year; or, if all personal leave is not used, the total number of days may be converted to one additional personal leave day for the following year for a maximum of four.

- A. For retirement purposes, personal days will be converted into the severance package at the end of the school year (June 30).
- B. All other employees who have not given notice of intent to retire will have personal days converted after June 30.

#### **14.03 Child Care Leave**

- 14.0301** Child care leave shall be granted for an employee to care for their newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent no later than 30 days prior to the anticipated leave date (except where adoptive agency gives less than 30 days' notice), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end child care leave.
- 14.0302** The employee returning to service from child care leave may return at the start of a semester or quarter. The Superintendent and the Board have discharged their responsibility under this policy by offering the returning employee a position for which the employee is qualified.
- 14.0303** The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.
- 14.0304** The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio.
- 14.0305** The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.

#### **14.04 Assault Leave**

- 14.0401** Any employee sustaining a physical injury as the result of a physical assault against him/her, incurred while performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of 25 days per employee each school year. Leave may be extended at the sole discretion of the Superintendent.
- 14.0402** Medical verification shall be furnished to the Human Resource Office for all such absences requiring more than three days leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the employee has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.
- 14.0403** An assaulted employee may immediately notify the police.
- 14.0404** A written report of any assault on an employee will be delivered to the Human Resources Office.

#### **14.05 Professional Leave**

- 14.0501** Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars.
- 14.0502** A request for professional leave will be submitted through the supervisor to the Superintendent or designee at least five days in advance of the requested date.
- 14.0503** Employees may be granted professional leave on the recommendation of the Superintendent if the request meets the following criteria:

- A. Directly related to their assigned duties as an employee.
- B. Designed to improve the employee's performance in his/her assigned duties.

**14.0504** Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

**14.0505** Attendance shall be required at professional meetings for which release time is granted.

**14.06 Jury Duty**

The Board shall pay an employee the employee's regular compensation during jury duty. The employee who serves on jury duty does not have to submit any nominal reimbursement to the Board.

**14.07 Military Leave**

Military leave shall be accorded employees in keeping with all sections of the Ohio Revised Code.

**14.08 Leaves of Absence**

Employees may be granted one unpaid leave of absence for the purpose of verifiable student teaching in the state of Ohio for not more than one semester upon written request to the Executive Director of Human Resources and approval of the Board. This leave is contingent upon the Executive Director of Human Resources securing a qualified substitute for the duration of the leave. Denials shall not be arbitrary or capricious. The Board will bear no cost for an employee to be approved for this leave.

**14.09** An employee subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties, and to which the employee is not a party, shall be paid while doing so.

**14.10 Medical Leave**

The Board will offer Medical Leave as defined in the ORC.

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**ARTICLE XV - INSURANCE AND OTHER FRINGE BENEFITS**

**15.01** For the term of this agreement the Board shall provide medical, dental, and life plan(s).

**Benefit Eligibility:**

All employees of the Board will receive life insurance as follows:

Full time employees (those working 30 hours or more per week) - the Board will pay 100% of the premium to provide life insurance in an amount equal to one and one-half times (1 ½) the employee's annual base salary or \$30,000 whichever is greater.

Part time employees (those working less than 30 hours per week) - the Board will pay 100% of the premium to provide life insurance in an amount equal to one and one-half times (1 ½) the employee's annual base salary or \$15,000 whichever is greater.

Employees who are contracted for 21 or more hours per week are eligible for medical and dental benefits.

**Spousal Limitation:**

1. If an employee's spouse meets ALL of the following three criteria, s/he must enroll in his/her employer's plan for primary coverage:
  - a. Spouse must have access to continuous (i.e. non-seasonal) group coverage through an employer-sponsored plan; and

Spouse will not have "access" to an employer sponsored plan if he/she is retired, or is not actively employed.

- b. Spouse must work a minimum of 20 hours weekly averaged over a 12 month calendar year; and
  - c. Spouse is required to pay 55% or less of the total medical premium for a single plan to participate in the employer-sponsored plan.
2. Any spouse that meets the above three criteria, now or in the future, but fails to enroll in their employer's medical plan is not eligible for primary coverage in the District provided health insurance plans.

**Rates:**

For employees who are contracted at least 21 but less than 30 hours per week the rates below apply:

- Medical – The Board will pay 50% of the monthly premium.  
The Employee will pay 50% of the premium.
- Dental – The Board will pay 50% of the monthly premium.  
The Employee will pay 50% of the premium.

For employees who are contracted 30 hours or more per week the rates below apply:

- Medical – The Board will pay 85% of the monthly premium and  
The Employee will pay 15% of the monthly premium.
- Dental – The Board will pay 85% of the monthly premium.  
The Employee will pay 15% of the monthly premium.

All premiums are based upon a pre-tax deduction.

Supplemental benefits are available to employees at 100% of the cost to the employee.

**15.0101** The Board shall implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium.

**15.0102** If the Board elects to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect and mutually agreed upon by the Association and the Board.

**15.02 Workers' Compensation**

All on the job injuries/accidents must be reported to the employee's immediate supervisor within 24 hours of the injury and an accident report must be filed with the Treasurer's office within two (2) business days of the injury.

**15.03 Employee Assistance Program**

The District shall provide a basic Employee Assistance Program (EAP). The program will provide confidential, professional consultation and assessment/referral services to employees whose work performance is or may be adversely affected by alcoholism, emotional problems, family discord, substance dependence, stress, financial or legal trouble or other personal problems.

Services of the EAP will include pre-employment drug testing and random drug testing of employees driving District vehicles or driving personal vehicles or using heavy machinery during the work day in the performance of work duties. The EAP will also provide drug or alcohol testing or assessment of employees upon the reasonable suspicion of need by the employee's supervisor or co-worker(s).

#### **15.04 Healthcare Committee**

The Board and the Association will maintain a Healthcare committee comprised of four (4) LSSA Members (as appointed by the Association President) and four (4) Management Members (as appointed by the Executive Director of Human Resources). The committee may bring in additional resources as needed.

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### **ARTICLE XVI - SALARIES**

**16.01** Salary Schedules are attached as appendixes to this contract.

Salary Increases will be awarded as follows:

- o 2014-2015: The equivalency of \$0.50/hr. increase which could include a one-time lump-sum payment on or before October 31, 2014.
- o 2015-2016: \$0.40/hr.
- o 2016-2017: \$0.15/hr.
- o 2017-2018: \$0.45/hr.

**16.02** In the event an employee voluntarily transfers to a position with a salary schedule which is the same or lower than the employee's previous salary schedule, the employee will move to the same step on the new salary schedule.

**16.03** When a member voluntarily transfers to a position with a higher salary schedule, they shall be placed on the first increment level of the new schedule that results in a salary increase. If the Executive Director of Human Resources and the LSSA president determines the employee has verifiable experience demonstrating expertise in essential functions of the new position, they will meet and define experience as needed.

**16.04** In the event an employee accepts a second position in addition to the employee's current position and the second position has a salary schedule different than the employee's current position, the employee will be credited on the new or additional salary schedule with one year of experience for each two years of district experience.

**16.05** In the event an employee accepts a second position which consists of more hours than the current position, placement on the salary schedule for the second position shall be determined by section 16.02 or 16.03 of this article as applies.

**16.06** Any employee electing to retire who notifies the Human Resources Department in writing by January 1<sup>st</sup>, will receive a one (1) time payment of five hundred dollars (\$500) to be paid no later than August 1<sup>st</sup>.

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### **ARTICLE XVII – PAYROLL**

**17.01** Salary payments shall be made two times each month on published dates. Eleven and twelve month employees' salary payment shall begin the first payroll in July and continue for 24 equal pays. The first pay for all other employees shall be the first payroll after their first day of work for the school year and shall be divided equally over the remaining pays.

**17.02** A salary notice shall be given to each employee prior to August 1<sup>st</sup> each year.

- 17.03** For any overpayment/underpayment of \$100 or more, the employee and treasurer shall work out a mutually agreeable repayment schedule. Failing any agreement, the deduction shall be in four equal installments.
- 17.04** Time sheets will not be changed without the supervisor first informing the employee of the change and discussing the alteration.
- 17.05** Salary deductions for non-paid days (deduct days) shall be calculated: number of hours missed, times the employee's hourly rate of pay.
- 17.06** Direct deposit is required for all employees.
- 17.07 Payroll Deductions**  
The Board shall provide, through its treasurer, payroll deductions of the matters listed below as a service to the employees:
- A. State, national and local income taxes
  - B. Retirement
  - C. Premiums for insurance purchased through the district
  - D. Association dues and fees
  - E. Tax sheltered annuities (if fifteen [15] or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code)
  - F. United Way donations
  - G. Credit Union
  - H. Political contributions
  - I. Other approved payroll deductions at the request of the employee.
  - J. A mandatory employer 403 (b) with a vendor selected by the Treasurer for retiring employees 55 years of age prior to retirement
  - K. A Deferred Compensation Plan with a vendor selected by the Treasurer
- 17.08 Severance Pay**
- 17.0801** An employee who retires from the district shall be eligible for severance pay if he/she:
- A. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code;
  - B. Retires from the Board and is, at the time of retirement, eligible to receive retirement benefits from the School Employees Retirement System (SERS) of Ohio.
- 17.0802** The employee shall receive a sum equal to one-fourth (1/4) of his/her first 260 days of accumulated but unused sick leave.
- 17.0803** An employee who dies while on active payroll status shall have severance pay paid to his/her estate.
- 17.0804** Employees who die, after earning their vacation but who have not taken such vacation, shall have all vacation pay earned paid to his/her estate. Employees who are laid-off, after earning their vacation but who have not taken such vacation, shall have all vacation pay earned paid out.
- 17.0805** Employees who separate employment after June 30, 2015 will be paid all accrued but unused vacation time up to twenty (20) days.
- 17.09 Retirement Contribution Tax Deferral Plan**  
The Board will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.

#### **17.10 Innovation and Creative Incentive Compensation**

The District will establish a committee to identify the District parameters for compensation for LSSA Members who are innovative and creative. Ideas generated to support the district's academic goals and increasing efficiency and or fiscal responsibility will be assessed.

The committee will be comprised of four (4) LSSA members selected by the Association President and four (4) Administrative members selected by the Superintendent or Designee.

The committee will develop a proposal writing process for LSSA Members to use.

Inclusive in the process will be administrative input on all final proposals.

The committee will evaluate the proposals for approval.

The committee will present the proposal to the LSSA LMC and the Board for discussion.

The final process for this form of compensation will be completed by January 1.

The process will then be communicated.

Any LSSA member who completes the process for developing an innovative or creative practice for implementation and has received an acceptable evaluation from the committee will receive \$500.

Compensation will NOT include any hourly pay for LSSA members during non-workdays or after hour's commitment of time, or for mileage, meals, lodging, or child care for the member's children.

The total amount for innovation compensation will be taken from an established total amount as indicated by the Treasurer each fiscal year.

The amount allocated will be financial feasible for the fiscal year effected.

Once the funds allocated are utilized there will be no further allocation available during each fiscal year.

Compensation will only be available to LSSA Members who score acceptable on a rubric developed by the committee.

Innovation proposals will be accepted throughout the school year and will be evaluated within 30 days of receipt by the committee.

Results of this evaluation will be communicated to the LSSA Member who submits the proposal.

If more than one LSSA Member submits a proposal as part of a team, the team will equally divide the compensation.

**17.11** Mileage shall be paid to any employee who must use his/her own vehicle during the performance of his/her job, at the IRS applicable rate. Mileage calculation begins once the employee arrives at the assigned worksite and concludes at the end of the workday. No reimbursement is offered for lunch travel or any travel between home and work or between work and home.

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## **ARTICLE XVIII - PRIVATIZATION/SUBCONTRACTING**

### **18.01 Privatization/Subcontracting**

- 18.0101** The Board agrees that from the date of the execution of this agreement until June 30, 2018, it will not contract with a private or public entity to provide services or perform duties which are currently provided or performed by employees of the bargaining unit when such contracting would result in the displacement of all or a majority of the employees in a particular classification (e.g., custodians). After June 30, 2018 the Board will have the right to contract with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification provided the conditions in paragraph B below are met.
- 18.0102** After June 30, 2018, in the event the Board intends to consider contracting with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification, the Board shall be required to do the following before entering into such a contract:
- A. Notify the Association of its intent to consider entering into such a contract no less than 120 days prior to entering into such a contract.
  - B. Upon request, provide the Association all information, including specifications, proposals, bids, etc., relative to the contract being considered and relative to the reasons why the Board is considering entering into the contract.
  - C. Upon request, provide the Association the opportunity to meet publicly or in executive session, as the Association may request, with the Board and/or its representatives regarding the contract and to provide the Association with the opportunity to show/argue why the contract should not be entered into.
- 18.0103** In the event the Board enters into a contract with a private entity which results in the displacement of all or a majority of the employees in a particular classification, the Board will negotiate with the Association with respect to the effect of the contracting on the employees in the affected classification.
- 18.0104** The parties recognize and acknowledge that the Board currently contracts with private entities to perform work under such circumstances as when the Board's employees are not qualified to perform the work, or when the Board does not have sufficient employees to provide the work, or when it is more efficient to contract for such work. The Board reserves the right to continue to contract for such work, and the parties agree that the provisions of paragraphs A, B, and C above do not apply to the contracting described in this paragraph D. Such contracting shall not result in the loss of any regular work hours for employees covered by this Agreement.
- 18.0105** In the event this Agreement is terminated because an operating levy is not approved or the Board chose not to make sufficient budget cuts to permit the continuation of this Agreement, Article XVIII shall continue in full force and effect until June 30, 2018 and will be considered to survive the termination of this collective bargaining agreement until June 30, 2018.

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## **ARTICLE XIX – RE-EMPLOYMENT OF RETIRED EMPLOYEES**

- 19.01** If the Board elects to reemploy individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving benefits through the School Employees Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.
- 19.0101** The salary to be paid to the reemployed retired employee shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the

Association. Placement on the salary schedule shall be determined by the number of verified years of related work experience up to a maximum of five (5) years throughout the term of the employment contract.

- 19.0102** Reemployed retired employees may be eligible for participation in the insurance plans offered by the Board. They are not eligible for any plan offered by the Board if they are eligible for insurance from another source for which the employee is responsible for less than 55% of the cost.
  - 19.0103** Reemployed retired employees employed pursuant to this article shall receive one-year, renewable, temporary contracts and shall not be eligible to receive continuing contracts regardless of their years of service or other qualifications held.
  - 19.0104** Each one-year, temporary contract shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or in accordance with any section of the Ohio Revised Code nor to take formal action to not reemploy the individual pursuant to ORC in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired employee shall be posted for transfer opportunities for regularly-contracted bargaining unit members.
  - 19.0105** Reemployed retired employees are not entitled and/or not eligible to receive severance benefits provided by any collective bargaining agreement currently in effect between the Board and the Association.
  - 19.0106** In the event of a reduction in force, the contract of the reemployed retired employee shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.
  - 19.0107** Reemployment of a retired employee shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of individuals employed at the commencement of each such contract for the reemployment of a retired employee.
  - 19.0108** Reemployed retired employees are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.
  - 19.0109** Reemployed retired employees may commence their reemployment with up to 15 sick days of accumulated sick leave if said days are carried forward from their prior employer.
  - 19.0110** Subject to these provisions, reemployed retired employees are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired employees and for reemployed retired employees only.
  - 19.0111** Pursuant to the authority provided by ORC 4117, and to the extent that this provision is contrary to or in conflict with any Ohio law, this provision shall supersede and replace the statutory law of Ohio and other provisions of the master agreement between the Board and the Association.
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## **ARTICLE XX – SUPPORT STAFF SICK LEAVE DONATION**

- 20.01** Employees may elect to donate up to three (3) sick days in whole units to another employee who is a member of the bargaining unit. Any member who has a catastrophic illness or injury as verified by a medical professional and approved by Human Resources shall be eligible. The form to request this leave will be found in Appendix H.
- 20.0101** All requests shall be considered confidential.
- 20.0102** Employees must first exhaust all paid leave before making a request for sick leave donation.
- 20.0103** The maximum number of days any one member may receive, per fiscal year, under this provision is thirty (30) days.
- 20.0104** The maximum number of days any one member can donate in a year is twelve (12) days.
- 20.0105** There will be no repayment of days under this provision.
- 20.0106** Days currently in the sick leave banks shall be refunded to the original donors who are currently employed.

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## **ARTICLE XXI – REIMBURSEMENT OF EXPENSES**

### **21.01 Reimbursement**

- 21.0101** The District will pay for fingerprints for Members after the initial fingerprint is taken for employment.
- 21.0102** When Administration requires an employee to attend training, courses or certification programs or when an employee requests and is approved by the Executive Director of Human Resources, the district will pay for the cost of said training, courses or certification programs.
- 21.0103** Employees will be required to submit the form in Appendix G in order to receive reimbursement.
- 21.0104** Reimbursement will NOT include any hourly rate of pay while the individual is attending the training, course or certification program outside of their regularly scheduled workday, for mileage, meals, lodging, or child care for the employee's children.
- 21.0105** Members will be reimbursed for the cost of licensure or certification renewals.
- A. Reimbursement will only be offered during the calendar year in which the license expires.
  - B. Members will be required to submit the form in Appendix G in order to request reimbursement.
  - C. When the completed form is received by the HR office and the form has been reviewed, it will be forwarded to the Treasurer's office for processing.
  - D. Reimbursement will be made to the Member within 60 days of receipt of the form in the Treasurer's office.

**21.02 Reimbursement for Personal Communication Devices (PCD)**

**21.0201** In order to be considered for the reimbursement, the LSSA staff member must meet the following criteria and their department head must recommend that offering a stipend in lieu of a district issued device is in the best interest for district operations.

- A. Their jobs require them to be accessible outside of scheduled or regular work hours or to be contacted and respond in the event of an emergency;
- B. Their jobs consistently require timely and business-critical two (2) way communication for which there is no reasonable alternative technology;
- C. Their jobs require them to monitor and react to issues in regards to facility or technology systems after hours.

**21.0202** LSSA staff members who are recommended by their department head for a reimbursement and therefore, provide a PCD as a condition of their employment shall receive a monthly PCD allowance ("allowance"), at the amount approved annually by the Board to reimburse them for the costs associated with maintaining and using the PCD for business purposes.

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**\*\*\*\*This section is only applicable to Child Nutrition employees\*\*\*\***

**ARTICLE XXII – CHILD NUTRITION EMPLOYMENT SECTION**

**\*\*\*\*This section is only applicable to Child Nutrition employees\*\*\*\***

<b>Child Nutrition Classifications</b>	
Child Nutrition Catering Manager (6+ Hours)	Child Nutrition Aide (2-3 Hours)
Child Nutrition Manager (6+ Hours)	Child Nutrition Office Professional (8 Hours)
Child Nutrition Cook (6 Hours)	Child Nutrition Software Support (8 Hours)
Child Nutrition Professional (2-5 Hours)	Child Nutrition Specialist (8 Hours)

**22.01 Posting of Vacancies**

**22.0101** Whenever a vacancy occurs within the bargaining unit, it shall be posted by the Human Resources Office for a minimum of five (5) days at a designated place accessible to all employees at each job location. All postings shall be extended during holiday breaks (fall, winter and spring) by the number of days school was not in session. A vacancy is defined as any opening resulting from the death, resignation, termination or retirement of an employee which the Board decides to fill, or any newly created position.

**22.0102** The content of the vacancy notice shall include a copy of the job description which includes qualifications (essential responsibilities) for the position, description of any specific skills/experience required to perform the job, the number of hours required, location of the work, rate of pay, and classification.

**22.02 Lateral Transfer vs. Promotion**

**22.0201** Within the category of Child Nutrition Aide and Child Nutrition Professional, seniority will be the deciding factor as to who is awarded the transfer. The rationale for denying a transfer shall not be arbitrary or capricious.

**22.0202** Within the categories of Child Nutrition Cook, Child Nutrition Catering Manager and Child Nutrition Manager, the individual awarded the transfer or promotion will be based on job performance, qualifications and an interview. Seniority shall be the controlling factor when both candidates are equally qualified. The rationale for denying a transfer shall not be arbitrary or capricious.

**22.0203** For purposes of transfers, Child Nutrition office professionals and Child Nutrition specialists shall be considered in the same category as administrative secretaries.

**22.03 Posting of Vacancies during the Summer**

**22.0301** During the summer (July 10 through the first student day of each year), vacancies shall be posted at the administration office and at all work sites.

**22.0302** From July 10 through the first student day each year, jobs will be posted for three (3) days and an expedited hiring process will be utilized.

**22.0303** Prior to the last workday each year, any employee who wishes to be considered for a vacancy during this time shall complete the form in Appendix I.

**22.0304** Individuals, who have completed the form and or have responded to the online posting, will be contacted based upon the data provided. Once an administrator contacts an employee (not limited to phone, email, voicemail, etc.) for an open position, the employee must respond in

some manner within 24 hours or they will be removed from consideration for that specific opening.

## **22.04 Working Conditions**

### **22.0401 Facility Rental Support**

The Director of Child Nutrition will select the number of appropriately certified personnel necessary to cover events. The Catering Manager will be utilized to cover functions unless otherwise indicated.

- A. At the beginning of each year, Child Nutrition employees who are willing to work at functions requiring the use of the kitchens, and which is outside the standard work hours, will sign a rotation list indicating their willingness to work these functions.
- B. The rotating list will be utilized in order of seniority to determine who works.
- C. Priority will be given to the staff assigned to the location of the function.
- D. For events that are worked Monday through Saturdays, employees of the Child Nutrition department will be paid \$30.00 per hour.
- E. For events that are worked on Sundays, employees of the Child Nutrition department will be paid \$40.00 per hour.

**22.0402** The work year for cafeteria managers shall include a work day to be scheduled prior to the start of the school year.

## **22.05 Reporting Structure**

**22.0501** All Child Nutrition employees report directly to the Child Nutrition Department through the following progression:

Child Nutrition Employees  
Child Nutrition Manager  
Child Nutrition Field Supervisor  
Director, Child Nutrition

**22.0502** All employees within the Child Nutrition Department have a direct functional responsibility to provide expeditious services to their assigned building as described/directed by their building Principal.

### **22.0503 Internal Substitution**

Each kitchen shall have a list of employees who wish to work additional hours due to an absence of another employee. At the beginning of the school year and at the semester, employees shall have the opportunity to sign up for a rotating list based on seniority. When an employee in a kitchen is absent, the Child Nutrition manager shall contact the most senior employee on the internal substitution list to work the additional hours. If that employee declines or is unavailable, then the Child Nutrition manager will go to the next person on the list until someone accepts the hours or they reach the end of the list. If no one accepts the additional hours it shall be given to a substitute employee.

**22.0504** The Child Nutrition Manager is responsible for providing a healthy, nutritious environment for students and staff. The Child Nutrition Manager is responsible to assure all Child Nutrition employees are performing their duties as they pertain to Child Nutrition. All Child Nutrition employees shall report directly to the Child Nutrition Manager who reports directly to the Child Nutrition Field Supervisor and/or Director of Child Nutrition.

**22.06 Additional Insurance Language**

After July 1, 2014, Individuals who work in another LSSA position and subsequently accept an additional position in the Child Nutrition department may be offered insurance as follows:

- Medical - The Board will pay 50% of the monthly premium.  
The Employee will pay 50% of the premium.
  
- Dental - The Board will pay 50% of the monthly premium.  
The Employee will pay 50% of the premium.

**22.07 Dress Code**

Child Nutrition kitchen employees must wear Child Nutrition provided shirts, hats/hair nets, gloves, closed toed shoes, and employee purchased white or tan slacks/skirts. (The length of pants/skirts must be below the knee). No fingernail polish or artificial nails are permitted. All employees are expected to bathe daily, ensuring nails and clothing worn is clean. Child Nutrition office employees shall only be required to wear the Child Nutrition provided shirts. If a Child Nutrition office employee is required to visit a kitchen, he/she must follow the dress code for kitchen employees as noted above. Employees will be provided up to five (5) shirts annually as needed and/or following the probationary hiring period.

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**ARTICLE XXIII – DURATION**

This contract shall become effective on the 1<sup>st</sup> day of July, 2014, and shall expire on the 30<sup>th</sup> day of June 2018.

This contract was executed on the 9<sup>th</sup> day of June, 2014.

FOR THE ASSOCIATION

By Mary E. [Signature]  
President  
By [Signature]  
Treasurer  
By [Signature]  
Witness

FOR THE BOARD

By [Signature]  
President  
By [Signature]  
Superintendent  
By [Signature]  
Treasurer



Certificated Grievance Form (continued)

SECTION FOR SUPERVISOR:

DATE RECEIVED \_\_\_\_\_

In answer to the grievance, include parts of the Agreement which is the basis of the decision. Prepare four (4) copies of this form. Distribute as follows:

1. Original to supervisor's file
2. Copy to Superintendent & Human Resources
3. Copy to Grievant
4. Copy to Association

DATE \_\_\_\_\_ SUPERVISOR'S SIGNATURE \_\_\_\_\_

APPEAL SECTION: I desire to appeal the above decision.

DATE \_\_\_\_\_ SIGNATURE OF APPELLANT \_\_\_\_\_

DATE \_\_\_\_\_ ASSOCIATION PRESIDENT OR GRIEVANCE CHAIR:  
\_\_\_\_\_

Appendix B



**FACT-FINDING CONFERENCE NOTICE**

**TO:**

**FROM:**

**DATE:**

You are hereby notified of a fact-finding conference. This action is taken in accordance with Article VII of the LSSA master agreement, which states:

- The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and
- The employee shall be notified in writing of the purpose of the fact-finding conference using **Appendix B** and the right to an Association representative of his/her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within five (5) days unless a mutually agreeable time is set.

**Reason for Conference:** *(cite violation and a summary of the incident)*

A fact-finding conference is scheduled at \_\_\_\_\_ on \_\_\_\_\_  
**(Time)** **(Date)**  
\_\_\_\_\_  
**(Location)**

You have a right to union representation at the hearing specified above. Please arrange to have your Union Representative of your choice present if you wish.

\_\_\_\_\_  
Supervisor/Date

**ACKNOWLEDGEMENT OF RECEIPT:**

\_\_\_\_\_  
Employee's Signature/Date

**DISTRIBUTION:**

Original: Employee  
Copies: Director/Administrator  
Union President

**Appendix C**



**ORAL REPRIMAND**

As stated in Article 7.0205, the written documentation of an oral reprimand shall become part of the employee's personnel file. An employee's response may be attached. At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

TO:

FROM:

DATE:

**RE: ORAL REPRIMAND**

Please be advised that you have violated the Lakota Board of Education Policies, Procedures, State law, and/or Professional Code of Conduct.

Specifically, *(Cite violation and a summary of the incident)*

Directives, *(supervisor's expectations for behavior)*

You are hereby reprimanded and served notice that further violations may result in, more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

\_\_\_\_\_  
LSSA member signature

\_\_\_\_\_  
Supervisor signature

c: Personnel File  
Union President

9/1/14

**Appendix D**



**WRITTEN REPRIMAND**

As stated in Article 7.0205, a written reprimand is a formal step in a progressive disciplinary process beyond or in follow-up to the oral reprimand. A written reprimand is always reduced to writing using Appendix D and a copy of the written reprimand shall become a part of the employee's personnel file. An employee's response may be attached.

TO:

FROM:

DATE:

RE: **WRITTEN REPRIMAND**

Please be advised that you have violated the Lakota Board of Education Policies and Procedures and/or State law.

Specifically, *(Cite violation and a summary of the incident)*

You are hereby reprimanded and served notice that further violations may result in, more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

\_\_\_\_\_  
LSSA member signature

\_\_\_\_\_  
Supervisor signature

c: Personnel File  
Union President

9/1/14

**SUPPORT STAFF SALARY SCHEDULE  
 2014 - 2015**

**Appendix E**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	CN Software Support, Mechanic - (1st Shift)	Mechanic (2nd Shift)	Lead Mnt, Lead Athletic Mnt, Head Mechanic	CN Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian - (1st Shift) Custodian/Courier		Custodian (2nd Shift)	
	2	3	4	7	8	9	41	10	42
1	\$18.95	\$19.22	\$21.06	\$12.04	\$11.23	\$13.97	\$11.90	\$14.05	\$11.97
3	\$19.75	\$20.02	\$21.85	\$12.46	\$11.68	\$14.51	\$12.36	\$14.62	\$12.45
5	\$20.49	\$20.76	\$22.59	\$12.87	\$12.19	\$14.99	\$12.77	\$15.14	\$12.89
7	\$21.21	\$21.50	\$23.32	\$13.29	\$12.65	\$15.70	\$13.37	\$15.83	\$13.48
9	\$22.03	\$22.30	\$24.12	\$13.73	\$13.15	\$16.17	\$13.77	\$16.35	\$13.92
11	\$22.76	\$23.05	\$24.88	\$14.16	\$13.66	\$16.72	\$14.24	\$16.93	\$14.42
15	\$23.51	\$23.79	\$25.62	\$14.80	\$14.16	\$17.40	\$14.82	\$17.47	\$14.87
19	\$23.97	\$24.25	\$26.07	\$15.25	\$14.61	\$17.86	\$15.21	\$17.94	\$15.27
23	\$24.43	\$24.70	\$26.54	\$15.71	\$15.07	\$18.32	\$15.60	\$18.40	\$15.67
27	\$24.87	\$25.15	\$26.99	\$16.16	\$15.53	\$18.77	\$15.98	\$18.85	\$16.05
28	\$24.94	\$25.26	\$27.09	\$16.27	\$15.63	\$18.88	\$16.07	\$18.96	\$16.14

Increment	CN Manager, CN Catering Manager & Custodian (3rd Shift)		Instructional Aide		Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (COTA, PTA, Parent Mentor, Brailist, Sign Language Interpreter)		CN Aide (2-3 hours)
	11	43	13	45	14	15	47	16
1	\$14.51	\$12.36	\$13.08	\$11.14	\$14.54	\$19.77	\$16.83	\$10.29
3	\$15.01	\$12.78	\$13.94	\$11.87	\$15.19	\$20.89	\$17.78	\$10.74
5	\$15.48	\$13.18	\$14.79	\$12.60	\$15.88	\$22.06	\$18.78	\$11.21
7	\$16.17	\$13.77	\$15.65	\$13.33	\$16.61	\$23.29	\$19.82	\$11.66
9	\$16.70	\$14.22	\$16.52	\$14.07	\$17.37	\$24.61	\$20.94	\$12.12
11	\$17.31	\$14.74	\$17.38	\$14.80	\$18.16	\$26.01	\$22.13	\$12.58
15	\$17.93	\$15.27	\$18.15	\$15.45	\$18.92	\$27.09	\$23.05	\$13.16
19	\$18.39	\$15.66	\$18.60	\$15.84	\$19.37	\$27.55	\$23.44	\$13.61
23	\$18.84	\$16.04	\$19.06	\$16.23	\$19.82	\$28.02	\$23.84	\$14.07
27	\$19.28	\$16.41	\$19.52	\$16.62	\$20.28	\$28.46	\$24.22	\$14.53
28	\$19.68	\$16.52	\$19.62	\$16.70	\$20.39	\$28.58	\$24.32	\$14.63

**SUPPORT STAFF SALARY SCHEDULE**

2014 - 2015

Employed After 7/1/11 & 15% Less Pay Structure

Increment	Head Custodian (1st Shift)		Head Custodian Central Office (2nd Shift)	General Athletic Maintenance	Office Manager (10-12)		General Maintenance	
	17	49	18	19	22	54	23	55
1	\$16.09	\$13.70	\$16.15	\$14.84	\$16.93	\$14.42	\$19.21	\$16.35
3	\$16.61	\$14.14	\$16.72	\$15.48	\$17.59	\$14.98	\$19.91	\$16.95
5	\$17.11	\$14.57	\$17.24	\$16.23	\$18.35	\$15.62	\$20.70	\$17.62
7	\$17.81	\$15.16	\$17.93	\$16.99	\$19.09	\$16.25	\$21.30	\$18.13
9	\$18.29	\$15.57	\$18.46	\$17.64	\$19.73	\$16.80	\$22.04	\$18.76
11	\$18.83	\$16.03	\$19.05	\$18.39	\$20.49	\$17.44	\$22.78	\$19.39
15	\$19.49	\$16.59	\$19.59	\$19.10	\$21.19	\$18.04	\$23.48	\$19.98
19	\$19.96	\$16.99	\$20.04	\$19.54	\$21.64	\$18.42	\$23.94	\$20.37
23	\$20.41	\$17.37	\$20.50	\$20.01	\$22.12	\$18.83	\$24.40	\$20.77
27	\$20.86	\$17.76	\$20.98	\$20.46	\$22.57	\$19.21	\$24.84	\$21.14
28	\$20.97	\$17.85	\$21.06	\$20.57	\$22.67	\$19.29	\$24.96	\$21.24

Increment	Receptionist/Facilities Usage Coordinator Administrative Secretary, Data Processing Specialist (K-8)		System Support Tech, Special Ed Technology Support	Maintenance Helper	Lead System Support Tech, RN	Class II Secretary		Bursar (10-12), Data Processing Specialist (9-12), Athletic Office Operations Mgr, Office Mgr (K-8), Enrollment Ctr Office Manager, Buildings and Grounds Office Manager, CN Office Professional, CN Specialist	
	25	57	27	29	30	31	63	32	64
1	\$14.63	\$12.46	\$20.25	\$16.60	\$23.70	\$13.49	\$11.49	\$15.58	\$13.27
3	\$15.45	\$13.16	\$20.95	\$17.13	\$24.52	\$14.31	\$12.19	\$16.40	\$13.97
5	\$16.27	\$13.85	\$21.75	\$17.63	\$25.47	\$15.11	\$12.87	\$17.21	\$14.65
7	\$17.08	\$14.54	\$22.35	\$18.33	\$26.18	\$15.94	\$13.57	\$18.03	\$15.35
9	\$17.94	\$15.27	\$23.09	\$18.80	\$27.04	\$16.79	\$14.30	\$18.89	\$16.08
11	\$18.79	\$16.00	\$23.82	\$19.36	\$27.89	\$17.64	\$15.02	\$19.74	\$16.80
15	\$19.56	\$16.65	\$24.53	\$20.02	\$28.74	\$18.42	\$15.68	\$20.51	\$17.46
19	\$20.02	\$17.04	\$24.99	\$20.48	\$29.26	\$18.87	\$16.06	\$20.97	\$17.85
23	\$20.47	\$17.42	\$25.46	\$20.95	\$29.82	\$19.33	\$16.46	\$21.42	\$18.23
27	\$20.93	\$17.82	\$25.89	\$21.40	\$30.34	\$19.78	\$16.84	\$21.88	\$18.62
28	\$21.03	\$17.90	\$26.01	\$21.50	\$30.44	\$19.89	\$16.93	\$21.99	\$18.72

**SUPPORT STAFF SALARY SCHEDULE  
 2015 - 2016**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	CN Software Support, Mechanic - (1st Shift)	Mechanic (2nd Shift)	Lead Mnt, Lead Athletic Mnt, Head Mechanic	CN Cook (6 hrs)	CN Professional ( 2-5 hrs)	Custodian - (1st Shift) Custodian/Courier		Custodian (2nd Shift)	
	2	3	4	7	8	9	41	10	42
1	\$19.35	\$19.62	\$21.46	\$12.44	\$11.63	\$14.37	\$12.30	\$14.45	\$12.37
3	\$20.15	\$20.42	\$22.25	\$12.86	\$12.08	\$14.91	\$12.76	\$15.02	\$12.85
5	\$20.89	\$21.16	\$22.99	\$13.27	\$12.59	\$15.39	\$13.17	\$15.54	\$13.29
7	\$21.61	\$21.90	\$23.72	\$13.69	\$13.05	\$16.10	\$13.77	\$16.23	\$13.88
9	\$22.43	\$22.70	\$24.52	\$14.13	\$13.55	\$16.57	\$14.17	\$16.75	\$14.32
11	\$23.16	\$23.45	\$25.28	\$14.56	\$14.06	\$17.12	\$14.64	\$17.33	\$14.82
15	\$23.91	\$24.19	\$26.02	\$15.20	\$14.56	\$17.80	\$15.22	\$17.87	\$15.27
19	\$24.37	\$24.65	\$26.47	\$15.65	\$15.01	\$18.26	\$15.61	\$18.34	\$15.67
23	\$24.83	\$25.10	\$26.94	\$16.11	\$15.47	\$18.72	\$16.00	\$18.80	\$16.07
27	\$25.27	\$25.55	\$27.39	\$16.56	\$15.93	\$19.17	\$16.38	\$19.25	\$16.45
28	\$25.34	\$25.66	\$27.49	\$16.67	\$16.03	\$19.28	\$16.47	\$19.36	\$16.54

Increment	CN Manager, CN Catering Manager & Custodian (3rd Shift)		Instructional Aide		Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (COTA, PTA, Parent Mentor, Brailist, Sign Language Interpreter)		CN Aide (2 - 3 hours)
	11	43	13	45	14	15	47	16
1	\$14.91	\$12.76	\$13.48	\$11.54	\$14.94	\$20.17	\$17.23	\$10.69
3	\$15.41	\$13.18	\$14.34	\$12.27	\$15.59	\$21.29	\$18.18	\$11.14
5	\$15.88	\$13.58	\$15.19	\$13.00	\$16.28	\$22.46	\$19.18	\$11.61
7	\$16.57	\$14.17	\$16.05	\$13.73	\$17.01	\$23.69	\$20.22	\$12.06
9	\$17.10	\$14.62	\$16.92	\$14.47	\$17.77	\$25.01	\$21.31	\$12.52
11	\$17.71	\$15.14	\$17.78	\$15.20	\$18.56	\$26.41	\$22.53	\$12.98
15	\$18.33	\$15.67	\$18.55	\$15.85	\$19.32	\$27.49	\$23.45	\$13.56
19	\$18.79	\$16.06	\$19.00	\$16.24	\$19.77	\$27.95	\$23.84	\$14.01
23	\$19.24	\$16.44	\$19.46	\$16.63	\$20.22	\$28.42	\$24.24	\$14.47
27	\$19.68	\$16.81	\$19.92	\$17.02	\$20.68	\$28.86	\$24.62	\$14.93
28	\$20.08	\$16.92	\$20.02	\$17.10	\$20.79	\$28.98	\$24.72	\$15.03

**SUPPORT STAFF SALARY SCHEDULE  
 2015 - 2016**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	Head Custodian (1st Shift)		Head Custodian Central Office (2nd Shift)	General Athletic Maintenance	Office Manager (10-12)		General Maintenance	
	17	49	18	19	22	54	23	55
1	\$16.49	\$14.10	\$16.55	\$15.24	\$17.33	\$14.82	\$19.61	\$16.75
3	\$17.01	\$14.54	\$17.12	\$15.88	\$17.99	\$15.38	\$20.31	\$17.35
5	\$17.51	\$14.97	\$17.64	\$16.63	\$18.75	\$16.02	\$21.10	\$18.02
7	\$18.21	\$15.56	\$18.33	\$17.39	\$19.49	\$16.65	\$21.70	\$18.53
9	\$18.69	\$15.97	\$18.86	\$18.04	\$20.13	\$17.20	\$22.44	\$19.16
11	\$19.23	\$16.43	\$19.45	\$18.79	\$20.89	\$17.84	\$23.18	\$19.79
15	\$19.89	\$16.99	\$19.99	\$19.50	\$21.59	\$18.44	\$23.88	\$20.38
19	\$20.36	\$17.39	\$20.44	\$19.94	\$22.04	\$18.82	\$24.34	\$20.77
23	\$20.81	\$17.77	\$20.90	\$20.41	\$22.52	\$19.23	\$24.80	\$21.17
27	\$21.26	\$18.16	\$21.38	\$20.86	\$22.97	\$19.61	\$25.24	\$21.54
28	\$21.37	\$18.25	\$21.46	\$20.97	\$23.07	\$19.69	\$25.36	\$21.64

Increment	Receptionist/Facilities Usage Coordinator Administrative Secretary, Data Processing Specialist (K-8)	System Support Tech, Special Ed Technology Support	Maintenance Helper	Lead System Support Tech, RN	Class II Secretary		Bursar (10-12), Data Processing Specialist (9-12), Athletic Office Operations Mngr, Office Mngr (K-8), Enrollment Ctr Office Manager, Buildings and Grounds Office Manager, CN Office Professional, CN Specialist		
	25	57	27	29	30	31	63	32	64
1	\$15.03	\$12.86	\$20.65	\$17.00	\$24.10	\$13.89	\$11.89	\$15.98	\$13.67
3	\$15.85	\$13.56	\$21.35	\$17.53	\$24.92	\$14.71	\$12.59	\$16.80	\$14.37
5	\$16.67	\$14.25	\$22.15	\$18.03	\$25.87	\$15.51	\$13.27	\$17.61	\$15.05
7	\$17.48	\$14.94	\$22.75	\$18.73	\$26.58	\$16.34	\$13.97	\$18.43	\$15.75
9	\$18.34	\$15.67	\$23.49	\$19.20	\$27.44	\$17.19	\$14.70	\$19.29	\$16.48
11	\$19.19	\$16.40	\$24.22	\$19.76	\$28.29	\$18.04	\$15.42	\$20.14	\$17.20
15	\$19.96	\$17.05	\$24.93	\$20.42	\$29.14	\$18.82	\$16.08	\$20.91	\$17.86
19	\$20.42	\$17.44	\$25.39	\$20.88	\$29.66	\$19.27	\$16.46	\$21.37	\$18.25
23	\$20.87	\$17.82	\$25.86	\$21.35	\$30.22	\$19.73	\$16.86	\$21.82	\$18.63
27	\$21.33	\$18.22	\$26.29	\$21.80	\$30.74	\$20.18	\$17.24	\$22.28	\$19.02
28	\$21.43	\$18.30	\$26.41	\$21.90	\$30.84	\$20.29	\$17.33	\$22.39	\$19.12

**SUPPORT STAFF SALARY SCHEDULE**

2016 - 2017

Employed After 7/1/11 & 15% Less Pay Structure

Increment	CN Software Support, Mechanic - (1st Shift)	Mechanic (2nd Shift)	Lead Mnt, Lead Athletic Mnt, Head Mechanic	CN Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian - (1st Shift) Custodian/Courier		Custodian (2nd Shift)	
	2	3	4	7	8	9	41	10	42
1	\$19.50	\$19.77	\$21.61	\$12.59	\$11.78	\$14.52	\$12.45	\$14.60	\$12.52
3	\$20.30	\$20.57	\$22.40	\$13.01	\$12.23	\$15.06	\$12.91	\$15.17	\$13.00
5	\$21.04	\$21.31	\$23.14	\$13.42	\$12.74	\$15.54	\$13.32	\$15.69	\$13.44
7	\$21.76	\$22.05	\$23.87	\$13.84	\$13.20	\$16.25	\$13.92	\$16.38	\$14.03
9	\$22.58	\$22.85	\$24.67	\$14.28	\$13.70	\$16.72	\$14.32	\$16.90	\$14.47
11	\$23.31	\$23.60	\$25.43	\$14.71	\$14.21	\$17.27	\$14.79	\$17.48	\$14.97
15	\$24.06	\$24.34	\$26.17	\$15.35	\$14.71	\$17.95	\$15.37	\$18.02	\$15.42
19	\$24.52	\$24.80	\$26.62	\$15.80	\$15.16	\$18.41	\$15.76	\$18.49	\$15.82
23	\$24.98	\$25.25	\$27.09	\$16.26	\$15.62	\$18.87	\$16.15	\$18.95	\$16.22
27	\$25.42	\$25.70	\$27.54	\$16.71	\$16.08	\$19.32	\$16.53	\$19.40	\$16.60
28	\$25.49	\$25.81	\$27.64	\$16.82	\$16.18	\$19.43	\$16.62	\$19.51	\$16.69

Increment	CN Manager, CN Catering Manager & Custodian (3rd Shift)		Instructional Aide		Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (COTA, PTA, Parent Mentor, Brailist, Sign Language Interpreter)		CN Aide (2 - 3 hours)
	11	43	13	45	14	15	47	16
1	\$15.06	\$12.91	\$13.63	\$11.69	\$15.09	\$20.32	\$17.38	\$10.84
3	\$15.56	\$13.33	\$14.49	\$12.42	\$15.74	\$21.44	\$18.33	\$11.29
5	\$16.03	\$13.73	\$15.34	\$13.15	\$16.43	\$22.61	\$19.33	\$11.76
7	\$16.72	\$14.32	\$16.20	\$13.88	\$17.16	\$23.84	\$20.37	\$12.21
9	\$17.25	\$14.77	\$17.07	\$14.62	\$17.92	\$25.16	\$21.49	\$12.67
11	\$17.86	\$15.29	\$17.93	\$15.35	\$18.71	\$26.56	\$22.68	\$13.13
15	\$18.48	\$15.82	\$18.70	\$16.00	\$19.47	\$27.64	\$23.60	\$13.71
19	\$18.94	\$16.21	\$19.15	\$16.39	\$19.92	\$28.10	\$23.99	\$14.16
23	\$19.39	\$16.59	\$19.61	\$16.78	\$20.37	\$28.57	\$24.39	\$14.62
27	\$19.83	\$16.96	\$20.07	\$17.17	\$20.83	\$29.01	\$24.77	\$15.08
28	\$20.23	\$17.07	\$20.17	\$17.25	\$20.94	\$29.13	\$24.87	\$15.18

**SUPPORT STAFF SALARY SCHEDULE**

**2016 - 2017**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	Head Custodian (1st Shift)		Head Custodian Central Office (2nd Shift)	General Athletic Maintenance	Office Manager (10-12)		General Maintenance	
	17	49	18	19	22	54	23	55
1	\$16.64	\$14.25	\$16.70	\$15.39	\$17.48	\$14.97	\$19.76	\$16.90
3	\$17.16	\$14.69	\$17.27	\$16.03	\$18.14	\$15.53	\$20.46	\$17.50
5	\$17.66	\$15.12	\$17.79	\$16.78	\$18.90	\$16.17	\$21.25	\$18.17
7	\$18.36	\$15.71	\$18.48	\$17.54	\$19.64	\$16.80	\$21.85	\$18.68
9	\$18.84	\$16.12	\$19.01	\$18.19	\$20.28	\$17.35	\$22.59	\$19.31
11	\$19.38	\$16.58	\$19.60	\$18.94	\$21.04	\$17.99	\$23.33	\$19.94
15	\$20.04	\$17.14	\$20.14	\$19.65	\$21.74	\$18.59	\$24.03	\$20.53
19	\$20.51	\$17.54	\$20.59	\$20.09	\$22.19	\$18.97	\$24.49	\$20.92
23	\$20.96	\$17.92	\$21.05	\$20.56	\$22.67	\$19.38	\$24.95	\$21.32
27	\$21.41	\$18.31	\$21.53	\$21.01	\$23.12	\$19.76	\$25.39	\$21.69
28	\$21.52	\$18.40	\$21.61	\$21.12	\$23.22	\$19.84	\$25.51	\$21.79

Increment	Receptionist/Facilities Usage Coordinator Administrative Secretary, Data Processing Specialist (K-8)		System Support Tech, Special Ed Technology Support	Maintenance Helper	Lead System Support Tech, RN	Class II Secretary		Bursar (10-12), Data Processing Specialist (9-12), Athletic Office Operations Mngr, Office Mngr (K-8), Enrollment Ctr Office Manager, Buildings and Grounds Office Manager, CN Office Professional, CN Specialist	
	25	57	27	29	30	31	63	32	64
1	\$15.18	\$13.01	\$20.80	\$17.15	\$24.25	\$14.04	\$12.04	\$16.13	\$13.82
3	\$16.00	\$13.71	\$21.50	\$17.68	\$25.07	\$14.86	\$12.74	\$16.95	\$14.52
5	\$16.82	\$14.40	\$22.30	\$18.18	\$26.02	\$15.66	\$13.42	\$17.76	\$15.20
7	\$17.63	\$15.09	\$22.90	\$18.88	\$26.73	\$16.49	\$14.12	\$18.58	\$15.90
9	\$18.49	\$15.82	\$23.64	\$19.35	\$27.59	\$17.34	\$14.85	\$19.44	\$16.63
11	\$19.34	\$16.55	\$24.37	\$19.91	\$28.44	\$18.19	\$15.57	\$20.29	\$17.35
15	\$20.11	\$17.20	\$25.08	\$20.57	\$29.29	\$18.97	\$16.23	\$21.06	\$18.01
19	\$20.57	\$17.59	\$25.54	\$21.03	\$29.81	\$19.42	\$16.61	\$21.52	\$18.40
23	\$21.02	\$17.97	\$26.01	\$21.50	\$30.37	\$19.88	\$17.01	\$21.97	\$18.78
27	\$21.48	\$18.37	\$26.44	\$21.95	\$30.89	\$20.33	\$17.39	\$22.43	\$19.17
28	\$21.58	\$18.45	\$26.56	\$22.05	\$30.99	\$20.44	\$17.48	\$22.54	\$19.27

**SUPPORT STAFF SALARY SCHEDULE  
 2017 - 2018**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	CN Software Support, Mechanic - (1st Shift)	Mechanic (2nd Shift)	Lead Mnt, Lead Athletic Mnt, Head Mechanic	CN Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian - (1st Shift) Custodian/Courier		Custodian (2nd Shift)	
	2	3	4	7	8	9	41	10	42
1	\$19.95	\$20.22	\$22.06	\$13.04	\$12.23	\$14.97	\$12.90	\$15.05	\$12.97
3	\$20.75	\$21.02	\$22.85	\$13.46	\$12.68	\$15.51	\$13.36	\$15.62	\$13.45
5	\$21.49	\$21.76	\$23.59	\$13.87	\$13.19	\$15.99	\$13.77	\$16.14	\$13.89
7	\$22.21	\$22.50	\$24.32	\$14.29	\$13.65	\$16.70	\$14.37	\$16.83	\$14.48
9	\$23.03	\$23.30	\$25.12	\$14.73	\$14.15	\$17.17	\$14.77	\$17.35	\$14.92
11	\$23.76	\$24.05	\$25.88	\$15.16	\$14.66	\$17.72	\$15.24	\$17.93	\$15.42
15	\$24.51	\$24.79	\$26.62	\$15.80	\$15.16	\$18.40	\$15.82	\$18.47	\$15.87
19	\$24.97	\$25.25	\$27.07	\$16.25	\$15.61	\$18.86	\$16.21	\$18.94	\$16.27
23	\$25.43	\$25.70	\$27.54	\$16.71	\$16.07	\$19.32	\$16.60	\$19.40	\$16.67
27	\$25.87	\$26.15	\$27.99	\$17.16	\$16.53	\$19.77	\$16.98	\$19.85	\$17.05
28	\$25.94	\$26.26	\$28.09	\$17.27	\$16.63	\$19.88	\$17.07	\$19.96	\$17.14

Increment	CN Manager, CN Catering Manager & Custodian (3rd Shift)		Instructional Aide		Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (COTA, PTA, Parent Mentor, Brailist, Sign Language Interpreter)		CN Aide (2 - 3 hours)
	11	43	13	45	14	15	47	16
1	\$15.51	\$13.36	\$14.08	\$12.14	\$15.54	\$20.77	\$17.93	\$11.29
3	\$16.01	\$13.78	\$14.94	\$12.87	\$16.19	\$21.89	\$18.78	\$11.74
5	\$16.48	\$14.18	\$15.79	\$13.60	\$16.88	\$23.06	\$19.78	\$12.21
7	\$17.17	\$14.77	\$16.65	\$14.33	\$17.61	\$24.29	\$20.82	\$12.66
9	\$17.70	\$15.22	\$17.52	\$15.07	\$18.37	\$25.61	\$21.94	\$13.12
11	\$18.31	\$15.74	\$18.38	\$15.80	\$19.16	\$27.01	\$23.13	\$13.58
15	\$18.93	\$16.27	\$19.15	\$16.45	\$19.92	\$28.09	\$24.05	\$14.16
19	\$19.39	\$16.68	\$19.60	\$16.84	\$20.37	\$28.55	\$24.44	\$14.61
23	\$19.84	\$17.04	\$20.06	\$17.23	\$20.82	\$29.02	\$24.84	\$15.07
27	\$20.28	\$17.41	\$20.52	\$17.62	\$21.28	\$29.46	\$25.22	\$15.53
28	\$20.68	\$17.52	\$20.62	\$17.70	\$21.39	\$29.58	\$25.32	\$15.63

**SUPPORT STAFF SALARY SCHEDULE  
 2017 - 2018**

Employed After 7/1/11 & 15% Less Pay Structure

Increment	Head Custodian (1st Shift)		Head Custodian Central Office (2nd Shift)	General Athletic Maintenance	Office Manager (10-12)		General Maintenance	
	17	49	18	19	22	54	23	55
1	\$17.09	\$14.70	\$17.15	\$15.84	\$17.93	\$15.42	\$20.21	\$17.35
3	\$17.61	\$15.14	\$17.72	\$16.48	\$18.59	\$15.98	\$20.91	\$17.95
5	\$18.11	\$15.57	\$18.24	\$17.23	\$19.35	\$16.62	\$21.70	\$18.62
7	\$18.81	\$16.16	\$18.93	\$17.99	\$20.09	\$17.25	\$22.30	\$19.13
9	\$19.29	\$16.57	\$19.46	\$18.64	\$20.73	\$17.90	\$23.04	\$19.76
11	\$19.83	\$17.03	\$20.05	\$19.39	\$21.49	\$18.44	\$23.78	\$20.39
15	\$20.49	\$17.59	\$20.59	\$20.10	\$22.19	\$19.04	\$24.48	\$20.98
19	\$20.96	\$17.99	\$21.04	\$20.54	\$22.64	\$19.42	\$24.94	\$21.37
23	\$21.41	\$18.37	\$21.50	\$21.01	\$23.12	\$19.83	\$25.40	\$21.77
27	\$21.86	\$18.76	\$21.98	\$21.46	\$23.57	\$20.21	\$25.84	\$22.14
28	\$21.97	\$18.85	\$22.06	\$21.57	\$23.67	\$20.29	\$25.96	\$22.24

Increment	Receptionist/Facilities Usage Coordinator Administrative Secretary, Data Processing Specialist (K-8)		System Support Tech, Special Ed Technology Support	Maintenance Helper	Lead System Support Tech, RN	Class II Secretary		Bursar (10-12), Data Processing Specialist (9-12), Athletic Office Operations Mngr, Office Mngr (K-8), Enrollment Ctr Office Manager, Buildings and Grounds Office Manager, CN Office Professional, CN Specialist	
	25	57	27	29	30	31	63	32	64
1	\$15.63	\$13.46	\$21.25	\$17.60	\$24.70	\$14.49	\$12.49	\$16.58	\$14.27
3	\$16.45	\$14.16	\$21.95	\$18.13	\$25.52	\$15.31	\$13.19	\$17.40	\$14.97
5	\$17.27	\$14.85	\$22.75	\$18.63	\$26.47	\$16.11	\$13.87	\$18.21	\$15.65
7	\$18.08	\$15.54	\$23.35	\$19.33	\$27.18	\$16.94	\$14.57	\$19.03	\$16.35
9	\$18.94	\$16.27	\$24.09	\$19.80	\$28.04	\$17.79	\$15.30	\$19.89	\$17.08
11	\$19.79	\$17.00	\$24.82	\$20.36	\$28.89	\$18.64	\$16.02	\$20.74	\$17.80
15	\$20.56	\$17.65	\$25.53	\$21.02	\$29.74	\$19.42	\$16.68	\$21.51	\$18.46
19	\$21.02	\$18.04	\$25.99	\$21.48	\$30.26	\$19.87	\$17.06	\$21.97	\$18.85
23	\$21.47	\$18.42	\$26.46	\$21.95	\$30.82	\$20.33	\$17.46	\$22.42	\$19.23
27	\$21.93	\$18.82	\$26.89	\$22.40	\$31.34	\$20.78	\$17.84	\$22.88	\$19.62
28	\$22.03	\$18.90	\$27.01	\$22.50	\$31.44	\$20.89	\$17.93	\$22.99	\$19.72



## Support Staff Performance Appraisal

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

Department/Building \_\_\_\_\_ Self-Assessment Date: \_\_\_\_\_

### Step 1: Employee Self-Assessment

In this step, the employee will assess his or her own proficiency at each skill within each success factor. After completing the self-assessment, the employee should pony, email or deliver a hard copy to his or her supervisor for completion.

### Step 2: Reviewer/Supervisor Assessment

The reviewer completes this step by evaluating the employee's proficiency at each skill within each success factor. In the reviewer's comments the evaluator will provide specific feedback and/or comments related to the employee's performance. Feedback will be obtained by the reviewer from various pertinent sources such as Café Managers, Head Custodians, others, etc. to ensure a quality evaluation. This is the area where the evaluator will highlight any achievements, missed opportunities, and any areas in need of development.

### Please use the following scale for ratings and include any comments that are appropriate.

- \*O = Outstanding Performance - This rating will only be used to identify areas of special strength or to recognize consistently exceptional performance
- \*E = Exceeds District Standards - Employee goes above and beyond expected performance levels
- M = Meets District Standards - Employee consistently meets expectations
- \*I = Improvement Recommended - Employee sometimes meets expectations however, has fallen short in some areas
- \*U = Unsatisfactory Performance - Employee is consistently failing to meet the required expectations
- N/A = No chance to demonstrate or perform; too new in position or not applicable

\* The Employee and Appraiser must provide written recommendations for any item marked with a \*.

QUALITY OF WORK/JOB SKILLS	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Works well independently			
Consistently performs high quality work, takes pride in one's work and work is accurate, neat and complete			
Employee complies with his/her job description and is effective in the performance of his/her tasks			
Employee observes safety procedures in the performance of his/her tasks			
Employee has a thorough knowledge of the tasks to be performed			
<b>Reviewer's Comments:</b>			

ATTITUDE/INITIATIVE	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Desires to attain goals, achieve and self-improve while exhibiting self-motivation, ambition, initiative and adaptability to changing situations			
Is accepting of supervision; is willing to accept responsibility for one's work and actions; is able to accept and perform job duties			
Employee works to create a positive work environment			
<b>Reviewer's Comments:</b>			

ATTENDANCE/PUNCTUALITY	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee is compliant with assigned work hours arriving on-time and returning from lunches and breaks on-time			
Employee does not have a disproportionate number of absences on Monday and/or Friday and does not have a pattern of continuously exhausting accumulated sick leave			
Employee follows proper dept/bldg/district procedures for requesting/taking time off			
<b>Reviewer's Comments:</b>			

INTERPERSONAL RELATIONS/ CUSTOMER SERVICE	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee interacts professionally with co-workers, Administrators and external customers			
Employee fosters a teamwork approach in his/her day to day operation			
Employee responds to questions/inquiries in a timely fashion			
Employee maintains a professional appearance in the workplace			
<b>Reviewer's Comments:</b>			

QUANTITY OF WORK/TIME MANAGEMENT	SUPVR RATING	SELF RATING	EMPLOYEE COMMENTS
Employee demonstrates the ability to complete assigned tasks within the given deadlines			
Employee is a self-starter and maximizes use of time			
Employee plans and organizes his/her tasks in order to achieve good results			
<b>Reviewer's Comments:</b>			



**Appendix G**



**LSSA Application for Reimbursement**

In accordance with Article 21.01, when Administration requires an employee to attend training, courses or certification programs or when an employee requests and is approved by the Executive Director of Human Resources, the district will pay for the cost of said training, courses or certification programs. Members will be reimbursed for the cost of licensure or certification renewals.

**Complete this section if you are requesting reimbursement for license renewal**

Members will be reimbursed for the cost of licensure renewals. Reimbursement will only be offered during the calendar year in which the license expires. Completion of this form is required for reimbursement.

Name \_\_\_\_\_ State ID # \_\_\_\_\_

Current license expiration date \_\_\_\_\_

Amount of Reimbursement: \_\_\_\_\_ Amount approved: \_\_\_\_\_

Reason (if not approved): \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Complete this section if you are requesting reimbursement for a Pupil Activity Permit**

Members can request reimbursement for the cost of the permit only. The member should apply for and pay for the permit through the ODE website/SAFE account. Members should complete the information below and provide proof of payment to the Human Resource department. Permit must be received in Human Resources before the member is reimbursed. The cost of any training or courses in order to receive or renew a Pupil Activity Permit is the responsibility of the member.

Name: \_\_\_\_\_ EE# \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Position(s) requiring a Pupil Activity Permit: \_\_\_\_\_

Amount of Reimbursement: \_\_\_\_\_ Amount approved: \_\_\_\_\_

Reason (if not approved): \_\_\_\_\_

Human Resource approval signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Complete this section if you are requesting reimbursement for training, courses or certification programs**

20.0102 When Administration requires an employee to attend training, courses or certification programs or when an employee requests and is approved by the Executive Director of Human Resources, the district will pay for the cost of said training, courses or certification program.

Complete the information below:

Name \_\_\_\_\_ EE# \_\_\_\_\_ Date Submitted \_\_\_\_\_  
Employee Position \_\_\_\_\_ Building Assignment \_\_\_\_\_  
Course completed \_\_\_\_\_ Date completed \_\_\_\_\_  
Training completed \_\_\_\_\_ Date completed \_\_\_\_\_  
Cost of course or training \_\_\_\_\_

Employee must attach proof of payment of course or training and evidence of successful completion of course.

Authorized Signature: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Amount: \_\_\_\_\_

Appendix H



**SICK LEAVE DONATION REQUEST FORM**

Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Employee ID Number \_\_\_\_\_

Base Location \_\_\_\_\_ LEA \_\_\_\_\_ LSSA \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address \_\_\_\_\_

1. Date of last day at work prior to illness \_\_\_\_\_

2. Date projected to return \_\_\_\_\_

3. Days requested \_\_\_\_\_

Explanation/Nature of illness \_\_\_\_\_

**Note:** A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis. Without the documentation, this application will not be considered. (The maximum number of days a bargaining unit member may request is 30 sick leave bank days.)

Completed application along with medical statement should be turned in to Human Resources.

\*\*\*\*\*

For SBC use: \_\_\_\_\_ days have been approved

\_\_\_\_\_ Disapproved Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

9/1/14



**TRANSFER REQUEST FORM**

**This is not an application; employees must complete the on-line application.**

**In accordance with Article 22.0303 of the LSSA Contract**

**22.03 Posting of Vacancies during the Summer**

**22.0303** Prior to the last workday each year, any employee who wishes to be considered for a vacancy during this time shall complete the form in **Appendix I**.

**22.0304** Individuals, who have completed the form and or have responded to the online posting, will be contacted based upon the data provided. Once an administrator contacts an employee (not limited to phone, email, voicemail, etc.) for an open position, the employee must respond in some manner within 24 hours or they will be removed from consideration for that specific opening.

**This request is due in the Human Resource office no later than May 15 of each year.**

Please know that in order to be considered for a change, the employee must be qualified in the area of interest, and there must be a position available. All internal candidates must also apply for posted positions.

Name: (Please Print)	_____	Date:	_____
Building:	_____	Current Position:	_____
Summer Phone #:	_____	Alternate Phone #:	_____

I am interested in a change of position for the upcoming school year.

**If you are interested in a change of position, please indicate the position and/or building in which you are interested in below:**

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<b>Employee Signature</b>	<b>Date</b>	<b>Human Resource Acknowledgement</b>	<b>Date</b>
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**Submitting this form does not guarantee a transfer**

MOU #1



**AGREEMENT**

This Agreement is made by and between the Lakota Local School District Board of Education, hereinafter "BOARD," and the Lakota School Support Association, hereinafter "ASSOCIATION," for the purpose of providing an **INSURANCE OPT-OUT PROVISION** for **CHILD NUTRITION EMPLOYEES** for the 2014-2015 school year.

In order to clarify this issue, the ASSOCIATION, and BOARD agree as follows:

**Child Nutrition employees hired prior to July 1, 2014, and who currently pay for health and dental benefits will be eligible to receive a \$500.00 payment in their first pay in April 2015, if they:**

**Elect not to take health and dental benefits between January 1, 2015, and December 31, 2015,**

**AND**

**Collectively, Seven (7) or more Child Nutrition employees elect this opt out provision**

This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by the parties. This Agreement is entered into on a non-precedent setting basis.

This Agreement will be subject to the Grievance Procedure of the Collective Bargaining Agreement between the parties, and will expire on July 1, 2015. The parties can mutually agree to extend this agreement.

IN WITNESS WHEREOF the LSSA President, and the duly authorized representatives of the Lakota Local Board of Education have executed this Agreement on the dates set forth opposite their names.

Witnessed:

A handwritten signature in blue ink, appearing to be "Steve Shaffer", written over a horizontal line.

LAKOTA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By Steve Shaffer 10/27  
Date

Witnessed:

A handwritten signature in blue ink, appearing to be "Mary E. Goss", written over a horizontal line.

LAKOTA SCHOOL SUPPORT  
ASSOCIATION

By Mary E. Goss 10/27/14  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA SCHOOL SUPPORT ASSOCIATION**

**Instructional Aide Duties**

This Memorandum of Understanding is made and entered into by and between the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board"), and the **LAKOTA SCHOOL SUPPORT ASSOCIATION** (the "Association").

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement (the "CBA") in effect from July 1, 2014 through June 30, 2018; and

**WHEREAS**, the Board desires to provide a description of the working conditions of Instructional Aides

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the Association as follows:

The following are expectations for those LSSA members serving as Instructional Aides:

- Essential Job Responsibilities:
  - Cleaning and preparing necessary equipment
  - Feeding students or assisting students with lunch activities
  - Monitoring and managing the mobility of students throughout the building
- Assist in direct instruction by:
  - Supporting, reinforcing, and assisting teachers with their students as directed
  - Addressing student behavior as necessary
  - Monitoring students work
- Assist student and/or teachers by:
  - Adapting materials such as homework, tests, or projects
  - Organizing and maintaining the classroom environment
- General items:
  - Maintaining confidentiality
  - Provide a wide range of skills and flexibility to support students and teachers
  - Communicate effectively with all directly involved with the position
- Qualifications:
  - Could require physical work
  - Ability to communicate in both a written and spoken manner
  - Maintain appropriate attendance
  - Lift 50 lbs.



MOU #3

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA SCHOOL SUPPORT ASSOCIATION**

**Receptionist/Facilities Usage Coordinator**

This Agreement is made by and between the Lakota Local School District Board of Education, hereinafter "**BOARD**," and the Lakota School Support Association, hereinafter "**ASSOCIATION**," for the purpose of providing clarification to the **Receptionist/Facilities Usage Coordinator** position at the Central Office.

In order to clarify this issue, the **ASSOCIATION**, and **BOARD** agree as follows:

1. For the length of the current collective bargaining agreement, 2014-2018, the **Receptionist/Facilities Usage Coordinator** position at the Central Office, currently filled by a non-represented staff member, shall not be considered part of the LSSA bargaining unit.
2. If during this time, this position is no longer filled by the same person, or this employee no longer works in part in a non-bargaining unit position, it shall then be filled by a bargaining unit member.
3. At the expiration of this document or when the position becomes vacant, whichever comes first, it shall be posted and filled according to the LSSA collective bargaining agreement.

This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by the parties. This Agreement is entered into on a non-precedent setting basis.

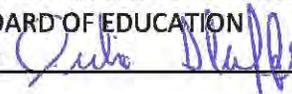
This Agreement will be subject to the Grievance Procedure of the Collective Bargaining Agreement between the parties, and will expire on July 1, 2018.

IN WITNESS WHEREOF the LSSA President, and the duly authorized representatives of the Lakota Local Board of Education have executed this Agreement on the dates set forth opposite their names.

Witnessed:



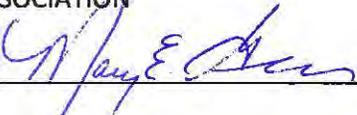
LAKOTA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By  Date 10/27/14

Witnessed:



LAKOTA SCHOOL SUPPORT  
ASSOCIATION

By  Date 10/27/14