

10-con-02-1503
1503-02

STATE EMPLOYMENT
RELATIONS BOARD

2011 OCT 17 P 12:42

K# 27684

AGREEMENT

BETWEEN

**SOUTH RANGE LOCAL
BOARD OF EDUCATION**

AND

**SOUTH RANGE CLASSIFIED
EMPLOYEES ASSOCIATION**

JULY 1, 2011 - JUNE 30, 2013

TABLE OF CONTENTS

Article I	RECOGNITION AGREEMENT	2
Article II	NEGOTIATIONS PROCEDURE.....	2
Article III	BOARD OF EDUCATION RIGHTS.....	3
Article IV	INDIVIDUAL AND ASSOCIATION RIGHTS.....	3
Article V	SENIORITY, VACANCIES, LAYOFF AND RECALL.....	4-7
Article VI	LEAVES.....	7-12
Article VII	WORK SCHEDULES AND RELATED MATTERS.....	12-13
Article VIII	INSURANCES.....	13-14
Article IX	SEVERANCE PAY.....	14-15
Article X	LICENSE, CERTIFICATE AND RELATED MATTER.....	15-16
Article XI	VACATIONS.....	16
Article XII	HOLIDAYS, OVERTIME AND COMPENSATORY TIME ...	16-18
Article XIII	EXTRA BUS TRIPS AND BUS STORAGE	18-20
Article XIV	TRAVEL ALLOWANCE	20
Article XV	SALARY	20-27
Article XVI	EVALUATIONS	28
Article XVII	GRIEVANCE PROCEDURE.....	28-29
Article XVIII	CONSISTENCY WITH LAW.....	29
Article XIX	DURATION OF AGREEMENT	30
	MEDICAL SCHEDULES OF BENEFITS APPENDICES A,B,C	

**ARTICLE I
RECOGNITION AGREEMENT**

- 1.1 The South Range Local Board of Education, hereinafter referred to as the Board, recognizes the South Range Classified Employees Association (SRCEA), hereinafter referred to as the Association, as the sole and exclusive bargaining agent for regular non-executive secretaries, bus drivers, full-time aides, aides custodial/maintenance, nurses, Para-professionals and cafeteria workers regularly employed 25 hours per week or more by the school district and eligible for membership in the Association. Prior to negotiations, the Association shall certify to the Board that it represents a majority of the eligible members.
- 1.2 The Association shall exclude the Superintendent's Secretary, the Supervisor of Buildings and Grounds, the Bus Mechanic, Director of Transportation, the Cafeteria Manager, the Payroll Coordinator, Assistant to the Treasurer, all substitutes, all casual and/or seasonal workers, and all other persons not specifically included above.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

- 2.1 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of January in the year in which the contract expires.
- 2.2 Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than seven (7) representatives. A consultant may be used by either party.
- 2.3 The Association shall have bargaining rights on the following subjects:
(1) Wages; (2) Hours; (3) Fringe benefits; (4) Terms and conditions of employment; (5) The grievance procedure.
- 2.4 In the event an Agreement is not reached by negotiations within 90 days after the initial meeting, after full consideration of proposals and counter proposals, each of the parties shall have an option of declaring impasse, unless the parties mutually agree to extend the period of negotiations.
- 2.5 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on only the issues where final agreement has not been reached.
- 2.6 The party declaring impasse shall prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has the privilege to recommend but not to bind either party to any agreement.

**ARTICLE III
BOARD OF EDUCATION RIGHTS**

- 3.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States of America. Furthermore, the Board or its agents shall have the unilateral right to exercise all customary prerogatives, functions and authority except where these prerogatives, functions or authority are specifically limited or restricted by the terms of the contract.
- 3.2 Nothing in this contract shall prevent the Board from establishing positions, terminating (abolishing) positions or modifying positions.

**ARTICLE IV
INDIVIDUAL AND ASSOCIATIONS RIGHTS**

- 4.1 School employees are entitled to full rights of citizenship regardless of race, color, gender, creed or place of origin.
- 4.2 School employees have the right to participate in professional and civic organizations for their personal benefit and interest to the extent provided by law.
- 4.3 School employees have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- 4.4 School employees have the right to join or not join any association for their economic improvement, but membership in or payment of dues to an organization shall not be required as a condition of employment.
- 4.5 The Association president shall be provided with a copy of the agenda of board meetings prior to the board meetings. He/she shall be provided with copies of the approved minutes of the Board of Education meetings.
- 4.6 The Association is invited (but not required) to appoint a member to attend any public, open meeting of the Board.
- 4.7 Nothing contained herein shall abridge the right of the Association or of an individual to present views and recommendations to the Board pursuant to the procedures established by the Board.
- 4.8 Children of members of the Association, who work for the Board, may attend South Range Local Schools tuition free.

**ARTICLE V
SENIORITY, VACANCIES, LAYOFF AND RECALL**

5.1 **SENIORITY**

5.1-1 Seniority in the system is defined as an employee's continuous service to the school district as a full time employee under a limited or continuing regular contract (work as a substitute does not count) since his/her most recent date of hire unbroken by resignation, non renewal, or termination. In the event of lay-offs, seniority shall be determined by the following: 1. Date hired full time at South Range. 2. Date hired part-time at South Range. 3. Days worked in previous year at South Range. Any remaining ties will be broken by lot. Continuous service shall include all time on sick leave, all time on board approved leaves of absence, and all time on a disability retirement to a maximum of five years.

5.1-2 Seniority in a classification is defined as an employee's continuous service in a particular classification.

5.1-3 Classifications are:

- Secretary
- Full Time Aide
- Clerical Aide
- Hearing Impaired Aide
- Instructional Aide
- Full Time Cafeteria Worker
- Custodial/Maintenance Worker
- Bus Driver
- Para-Professional
- Nurse

5.2 **VACANCIES**

5.2-1 When all vacancies occur or a new position, within the district, is created in a bargaining unit classification, it shall be posted in all schools and the bus garage for a period of ten (10) working days. All current employees will be notified by mail of the vacancy. A copy shall be sent to the president of the Association. The superintendent shall determine when and if a vacancy exists and an employee may request such vacant position in writing.

5.2-2 In selecting a replacement, the vacant position may be filled by an employee within the classification of the position. In such a case, the employee with the highest seniority date may be awarded the position. Seniority is one factor to be considered in this matter, but it is not the determining factor.

5.2-3 If the position is not filled by an employee within the vacant classification, it may be offered to an employee with the highest seniority date from within the bargaining unit.

5.2-4 Positions not filled in this way may be filled by new employees.

- 5.2-5 An employee who has changed positions through the posting procedure may do this no more than one (1) time in any calendar year.
- 5.2-6 Classified employees hired after 9/1/91 who move to another classified job will be placed on the step zero (0) for that new job for purposes of salary except that the board may place the employee on a different step upon the recommendation of the Superintendent at his/her discretion.
- 5.2-7 Any employee moving to a new classification will be temporary for a forty (40) working day probationary period.
- 5.2-8 Seniority will be maintained in the employee's previous classification until the transfer is made permanent or the probationary period is over.
- 5.2-9 Seniority in the new classification will then date back to the first day of transfer.
- 5.2-10 All bids posted should contain some semblance of a job description to include salary and the name of the Board's administrator designated to receive bids.
- 5.2-11 All employees bidding should receive an interview.
- 5.2-12 A response will be made to all employees who bid on a job.
- 5.2-13 Nothing in this Article shall prevent the Board from filling a vacancy as it may choose on a temporary basis. Except for filling positions for leaves of absence, "temporary" replacements shall not exceed six (6) months.
- 5.2-14 A bus driver who would like to drive a newly available full-time or part-time route or the route of a retiring or resigning driver may request and shall be granted a meeting with the superintendent or his/her designee to discuss his/her request. Nothing in this article shall limit the superintendent or his/her designee in assigning, changing, modifying, or establishing routes.

5.3 **LAYOFF AND RECALL**

- 5.3-1 When the Board determines that it is necessary to reduce the number of employees through layoff or abolition of position(s) due to lack of funds, lack of work, decreased enrollment of pupils, return to duty of regular employees on a leave of absence, suspension of schools or territorial changes affecting the district, or necessary changes which affect the non-teaching employees, the following procedure shall govern such a layoff. The Board of Education shall determine in which classification(s) the layoff shall occur and the number of employees to be laid off.
- 5.3-2 Prior to any reduction in staff the Superintendent shall meet with the President of the Association to advise him/her of the determined reductions.
- 5.3-3 The number of people affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who retire resign or otherwise vacate a position at the time of the layoff.

- 5.3-4 Whenever the Board determines to lay off employees, affected employees shall be laid off within a classification according to seniority within that classification, with the least senior employee laid off first.
- 5.3-5 Employees affected by a layoff shall have the right to displace (bump) a less senior employee in the same classification or a less senior employee in a classification in which the employee previously worked and has established seniority. An employee who assumes a position through bumping shall be compensated according to the salary schedule in place for the position he/she assumed.
- 5.3-6 If an employee affected by a layoff bumps into a classification in which he/she has already established seniority, his/her seniority in that classification shall be computed by adding together time worked in both classifications.
- 5.3-7 For the classification in which a layoff occurs the Board shall prepare a reinstatement list which contains the names of those experiencing a layoff in reverse order of the layoff. The names of employees' placed on the recall list will remain there for 24 months from the day of layoff. After 24 months there shall be no recall rights.
- 5.3-8 When vacancies occur in the classification of the layoff, they shall be offered to employees who are not on layoff as described in the section on VACANCIES in this article. Vacancies that remain will be filled by reinstatement of laid off employees on the reinstatement list in reverse order of the layoff before new employees are hired in that classification. The Board shall recall the employee to vacancies in categories in which he/she has seniority. Reinstatement shall be accepted or declined by the employee in writing within seven days of the mailing of the recall notice. For purposes of this article notice of recall shall be satisfied by the Board posting written notice in the U.S. Mail, postage prepaid, by registered or certified mail to the employee's last address shown on the Board's records.
- 5.3-9 An employee who is recalled will have a forty-(40) working day probationary period. If the employee receives an unsatisfactory evaluation at the end of the forty-(40) day period, he/she shall be returned to the reinstatement list for the remainder of his/her twenty-four (24) month period. An employee recalled to a position which requires a license, a certificate or a similar document will be reinstated only if he/she can produce a valid license or certificate by the day prior to the day the reinstatement is scheduled to be effective.
- 5.3-10 Nothing in this article shall prohibit the Board from filling any position on a temporary basis while implementing a recall.
- 5.3-11 This subsection shall supersede O.R.C. 3319.083. The process for non-renewal of limited contract employees in the first full year of employment with the District shall be accomplished by written notification to the employee on or before April 30, of the Board's intention not to renew the employee's limited contract. For purposes of this subsection, posting written notice in the U.S. mail, postage prepaid, by registered or certified mail to such employee's last address as shown on the Board's records, shall constitute legal notice to such employee.

- 5.3-11a The employee shall be entitled to a meeting with the Board of Education or its designee regarding the decision not to re-employ. No further appeal shall be available to employees non-renewed under this section.

ARTICLE VI LEAVES

- 6.1-1 The Association recognizes the importance of timely notification to the school administrators for the purpose of securing employee replacement.

- 6.1-2 The Board recognizes that extraordinary circumstances may give cause for special consideration in the administration of the requirements for leave of absence.

- 6.1-3 Insurance Considerations – An employee on unpaid leave may maintain, at his/her own expense, all or some of the insurance coverage provided by this Contract. In any case, the Board shall continue to provide such coverage for a period of time to include the entire month in which the employee begins his/her leave. The employee who elects to maintain coverage shall be responsible for such coverage, at his/her own expense, beginning with the first full month of his/her leave. Payment of such premium by the employee shall be made to the District Treasurer at least one week prior to the premium due date. The District Treasurer shall let the employee know of the premium due date. Failure of the employee to make such payment may result in loss of insurance benefits. Insurance coverage will not be separated beyond required premium packages.

6.2 SICK LEAVE

- 6.2-1 Employees shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave shall be accumulated to two hundred sixty (260) days.

- 6.2-2 Calamity days will not be charged to employees as sick days.

- 6.2-3 Manner of Calculation – Any sick leave earned and unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the employees account at the time of employment in the manner prescribed by law.

- 6.2-4 Approved Use of Sick Leave Days – Sick leave may be used by all employees for those reasons and situations enumerated in the State Statute (O.R.C. 3319.141).

- 6.2-5 Definition of Immediate Family – As applied to absence because of illness, injury, or death in the employee's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents,

grandchildren, in-laws, aunts, uncles, and any person who is a member of the immediate household. An employee may have significant and continuing responsibility for a person who is virtually a member of the immediate household but who lives at another address. He/she may register this person's name annually with the District Treasurer. If he/she does so, for purposes of this article, that person shall be considered a member of the immediate household.

6.2-6 Use of Sick Leave Form – Each school employee using sick leave shall submit in a timely manner to the Superintendent a signed, completed sick leave form. Falsification of a statement on a sick leave form is grounds for unpaid suspension or termination of employment. In cases of frequent, extended, or otherwise questionable use, an employee may be required by the Superintendent to furnish a certificate from a licensed physician. If the Board requires a certificate from a physician the Board will bear any expense not covered by health insurance.

6.2-7 Sick Leave Bank – Whenever a member of the classified bargaining unit's sick days fall to 0, each member who chooses to do so may give one sick day to that person. A member may receive such donation of days only twice during his/her employment. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days, has used possible advances of sick leave day, personal days and vacation days.

6.2-8 Supplemental Contracts - An employee who has both a regular employment (limited or continuing) contract and a supplemental contract who is ill and unable to perform the work of his/her regular employment contract shall concurrently be deemed ill and unable to perform the work of his/her supplemental contract. Absent a resignation from the supplemental contract, the ill employee shall not suffer a loss of pay for the portion of the supplemental contract he/she was unable to fulfill due to illness. This provision of the contract shall also be retro-active to 7/1/98 and any employee who suffered a loss of pay due to the inability to perform the work of a supplemental contract after 7/1/98 shall have his/her loss of pay restored.

6.3 PERSONAL LEAVE

6.3-1 All full-time employees shall be allowed four (4) days of absence during each school year without loss of pay for personal leave.

6.3-2 Three (3) of the personal leave days shall be unrestricted. One of the personal leave days shall be restricted.

6.3-3 Personal leave shall not be accumulated.

6.3-4 Requests for personal leave days should be made with as much advance notice as possible. Forty-eight hours notice must be given to the immediate supervisor for use of personal leave except in emergency situations.

In the event that fifteen percent (15%) of the employees request the same day for personal leave, the requests will be subject to the approval of the Superintendent.

6.3-5 Calamity days will not be charged to employees as personal days.

- 6.3-6 Restricted Personal Leave Day — The restricted personal leave day shall not be used for recreation or for gainful employment, but shall be used to transact personal business which cannot be conducted outside the regular school day.
- 6.3-7 Unrestricted Personal Leave Days
- 6.3-7a To use an unrestricted day to extend a holiday or recess is limited to one per bargaining unit member per contract year.
- 6.3-7b Only two (2) employees per classification may use this exception on any day preceding or following the employee's vacation, holiday or scheduled school vacation period.
- 6.3-7c He/she must give the supervisor 30 days advanced, written notice of his/her intention to use this exception.
- 6.3-8 If final approval is necessary, then such approval is to be determined by the Superintendent.
- 6.3-9 Bargaining unit members who do not use all four (4) personal leave days available to them, shall be paid for one (1) day at their daily rate in the second pay of July. Under no circumstances shall personal leave days accumulate.

6.4 **EMERGENCY LEAVE**

- 6.4-1 Emergency leave of absence without pay from normal duties, up to a total of five (5) days in the employee's contract year will be granted by the Superintendent upon submission of satisfactory evidence acceptable to the Superintendent of an actual emergency situation.

6.5 **PARENTAL LEAVE**

- 6.5-1 Pregnancy – A pregnant employee, with some restrictions, has two types of leaves available to her for pregnancy-related conditions: unpaid maternity leave and paid sick leave. Under certain limitations, she may choose to use unpaid maternity leave alone, or to use paid sick leave alone, or to use both types of leaves in combination. The pregnant employee herself shall determine the beginning date for such leave(s).
- 6.5-2 Maternity Leave – Unpaid Leave – A pregnant employee shall be granted, upon request, unpaid leave not to exceed one (1) year, that is 365 days from the day her unpaid leave begins.
- 6.5-3 Notification – A pregnant employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the date she anticipates she will begin her leave; her plan for using maternity leave and/or sick leave including the beginning and ending dates for such leaves; and the name of her physician.

- 6.5-3a If such notification to the Superintendent has already occurred and unforeseen circumstances warrant that the pregnant employee begin her leave earlier than she anticipated, she shall contact the Superintendent as soon as possible to arrange for the necessary change in the beginning dates of her leave.
- 6.5-3b If such thirty (30) day advance notification has not occurred and unforeseen circumstances warrant that the pregnant employee begin her leave before a thirty (30) day advance notification is possible, she shall contact the Superintendent as soon as possible to arrange for a waiver of the thirty (30) day notice.
- 6.5-3c Notification shall be satisfied by the employee writing a letter to the Superintendent although the employee may also request a private conference with the Superintendent.
- 6.5-4 Child Care – Unpaid Leave - For the purpose of child care, the husband, whose wife has just given birth, may request and shall be granted an unpaid parental leave not to exceed one (1) year, that is 365 days from the day the parental leave begins. The employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the date he anticipates he will begin his leave.
- 6.5-5 Adoption – Upon request, an employee adopting a child who is not enrolled in school shall be granted an unpaid leave of absence not to exceed one year, that is 365 days from the day the parental leave begins. The employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the earliest anticipated date for receipt of the adopted child.
- 6.5-6 General Conditions for Parental Leaves – An employee who takes leave under this section and returns to work prior to the close of the same school year shall be returned to his/her original position.
- 6.6 **MEDICAL LEAVE (UNPAID)**
- 6.6-1 A written application for an unpaid leave of absence or an extension of an unpaid leave of absence for medical reasons must be accompanied by a statement from the attending physician. Said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of duties.

6.7 **FAMILY AND MEDICAL LEAVE (FMLA)**

6.7-1 The Board shall provide Family and Medical Leave in accordance with federal law with the limited exception that unpaid leave may be permitted for an employee to care for the sibling of the employee with a serious health condition in addition to a spouse, child or parent. A member must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under the federal law. For purposes of this section, the twelve (12) month period is defined as - "the twelve (12) month period measured forward from the date the employee's first FMLA leave begins." The employee is entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period commences the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

6.8 **ASSAULT LEAVE**

6.8-1 The Board shall grant a paid assault leave not to exceed ten (10) work days per assault, renewable for up to another twenty (20) days at the request of the attending physician per assault, in lieu of paid sick leave, for employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the assault. The employee shall provide to the Board a statement that indicates the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the names of witnesses if known.

6.8-2 An employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

6.8-3 Psychological trauma in cases of rape shall suffice for purposes of assault leave.

6.9 **MILITARY SERVICE**

6.9-1 Regular Duty – An employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year. Employees called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the employee shall continue to contribute to the School Employees Retirement System (SERS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

- 6.9-2 An employee shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An employee shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services or auxiliaries thereof shall not exceed four (4), and shall be counted as though school services had been performed during such time. The Board may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with Article V, Seniority, Vacancies, Layoff and Recall.
- 6.9-3 Upon reinstatement, such employee shall receive credit on the salary schedule for time spent in the military service in accordance with the Ohio Revised Code; however, sick leave is not accumulated during the period of military leave (O.R.C. 3319.14.1).
- 6.9-4 A copy of the military order directing the employee into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

6.10 **JURY/COURT DUTY**

- 6.10-1 Any employee who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the employee. Mileage and parking, upon verification to the Treasurer, will be reimbursed.
- 6.10-2 If an employee is subpoenaed by the Board to serve as a witness in a court action, or if an employee is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s).

**ARTICLE VII
WORK SCHEDULES AND RELATED MATTERS**

- 7.1 The employee will work the schedule, route, times, and duties as established and/or modified for him/her by his/her immediate supervisor. It shall be the responsibility of the immediate supervisor to communicate these and any modifications in them to the employees.
- 7.2 The buildings, facilities, and grounds of the South Range Local School District shall be designated as smoke free areas. There shall be no smoking permitted by bargaining unit members on school property. New employees will be informed of this provision in the contract.

- 7.3 School-related phone calls made from home will be reimbursed upon verification.
- 7.4 Bus driver and the director of transportation positions shall not be held by the same person.

ARTICLE VIII INSURANCES

- 8.1 General Provisions – The Board shall self-insure and/or purchase the insurance coverage which meets or exceeds the specifications set forth below for each employee, so choosing, now or hereinafter employed, and his/her eligible dependents. The Board shall abide by the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 P.L. 99-272, Title XXII “Public Health Services Amendments.”
- 8.2 Carrier – The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this contract. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.
- 8.3 Term Life Insurance – The Board shall provide one hundred percent (100%) of the premium cost for group term life insurance in the amount of fifty thousand dollars (\$50,000.00) which includes an equal amount fifty thousand (\$50,000.00) of accidental death and dismemberment coverage for each eligible employee now or hereinafter employed.

8.4 Basic Hospitalization/Major Medical Coverage

The board shall provide basic hospitalization/major medical PPO coverage on a non-duplicating basis for all full-time classified employees who regularly work twenty-five (25) or more hours weekly. The board shall provide the premium costs for this coverage except that each bargaining unit member who elects to take hospitalization/major medical coverage shall pay, by payroll deduction over twenty four (24) pays, beginning with the third pay of the contract year.

*For the 2011-2012 school year, employees will contribute 10% of the health care premium. In the event that Senate Bill 5 becomes law prior to or during the 2012-2013 school, employees will contribute the minimum contribution as required by Senate Bill 5 not to exceed a 15% contribution for the 2012-2013 school year.

8.4a Spousal Coordination Of Benefits (COB)

Effective September 1, 2009 spouses of employees covered by South Range Schools will be required to join the insurance program for at least single coverage at their place of employment or retirement system/Medicare if it is available at a monthly cost of \$300.00 or less.

Claims for spouses of South Range employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination Of Benefits (COB) form is on file in the South Range Treasurer’s office. South Range Schools employees shall be responsible for submitting an updated COB form immediately when a change occurs in their spouse’s insurance eligibility or existing coverage.

Enrollment of spouses at their place of employment assigns the spouses employer's insurance carrier as primary coverage, but shall not prohibit South Range employees from using South Range coverage as secondary coverage for their spouse if the employee so desires.

- 8.5 Opting-Out of Insurance Coverage -- Any bargaining unit member eligible for family coverage hospitalization, who does not have a spouse who is a full-time employee of the South Range Local Board of Education, and opts not to take the coverage for a complete year shall receive \$1,600.00 for each year. Payment shall be made by June 30 of each year. Nothing shall prevent a bargaining unit member from taking hospitalization during the year, however if he/she chooses to do so, he/she is not eligible for the \$1,600.00 or any fraction thereof.
- 8.5-1 Full time employees of the South Range Local Board of Education who are spouses of each other, who have no dependents, shall each receive single health insurance coverage. Each shall remain eligible for the "opt-out" provision listed in this agreement at .5 per spouse.
- 8.6 Dental Coverage -- The employee who regularly works twenty-five (25) hours or more and who chooses dental coverage shall pay ten percent (10%) of the premium through payroll deduction. The Board will pay ninety percent (90%) of the dental insurance. (Appendix B)
- 8.7 Prescription Drug Coverage -- For the purpose of prescription drug coverage, employees hired before 7/1/03 may elect to continue to submit prescription drug receipts for reimbursement under the major medical provisions in the Hospitalization/Major Medical PPO program or elect prescription coverage through the prescription drug card program (Appendix C). All employees eligible for health insurance who begin service to the board, with an effective hire date on or after 7/1/03 shall be covered for prescription drugs only through the prescription drug card program. Once an employee has elected prescription drug card coverage, return to the Major Medical reimbursement program is never an option.
- 8.8 Part-time hourly rate employees are not eligible for Board-paid hospitalization benefits or other insurance benefits.

ARTICLE IX SEVERANCE PAY

- 9.1 To be eligible for any payment for unused sick leave severance coverage, the employee must retire from the State Retirement System of Ohio.
- 9.2 An employee who is otherwise eligible but who has less than ten (10) years of continuous South Range employment, but has five (5) or more years shall receive partial benefit according to this schedule: five (5) full years – fifty (50) percent; six (6) full years – sixty (60) percent; seven (7) full years – seventy (70) percent; eight (8) full years – eighty (80) percent; nine (9) full years – ninety (90) percent.

- 9.3 The employee must have been employed for no less than ten (10) years in the South Range School District to receive one hundred (100) percent of the severance benefit.
- 9.4 The employee must give advance notice to the Board no later than one hundred twenty (120) days prior to the date he/she is planning to retire. The Board may waive this requirement at its discretion if, in its opinion, an emergency or extenuating circumstances exists.
- 9.5 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement.
- 9.6 The Board agrees to give each employee who retires a cash sum upon retirement equal to one-fourth (1/4) the number of days accumulated sick leave at a per diem rate at the time of retirement. The maximum benefit paid under this provision shall be one-fourth (1/4) of two hundred and forty (240) days which is sixty (60) days.
- 9.7 Payment of severance shall be made as follows: one half (1/2) of the total amount of severance shall be paid in the calendar year (tax year) in which the employee retires and one half (1/2) of the total amount of severance pay shall be paid by March 31st of the year following the year in which the employee retires.
- 9.8 Severance pay benefits for an eligible employee who dies while on active pay status or on a leave of absence shall be paid to the member's life insurance beneficiary.

**ARTICLE X
LICENSE, CERTIFICATE & RELATED MATTER**

- 10.1 The board shall bear the expense for any fingerprinting, driving abstracts, drug tests or other in-service employment related testing required for employees. If the employee has "out of pocket" expenditures for such tests he/she shall receive reimbursement for those "out of pocket" expenses after he/she provides the treasurer with appropriate receipts for those expenditures.
- 10.2 Employees shall be paid their hourly rate for the time they spend taking such tests if the tests are administered outside of the employee's regular scheduled work hours.
- 10.3 The Board will reimburse each practical nurse or registered nurse for cost of one nursing license renewal during the term of this contract upon his/her submitting to the treasurer/CFO a receipt for the expense and proof that the license renewal has been granted.
- 10.4 Employment Conditions -- Whenever one of the following conditions applies to a classified employee during the term of his/her contract it shall constitute grounds

for forced unpaid suspension of contract, unpaid leave or termination of contract during the term of individuals contract, at the discretion of the Board.

- 10.4-1 The revocation, expiration, suspension or other loss of any license or certificate with which he/she performs his/her job.
- 10.4-2 Whenever fleet, building contents or liability insurance is denied to the district or the premium for such an insurance is significantly raised because of any problem with the license, driving record, certificate or performance record of such employee(s).
- 10.4-3 For insubordination, serious or consistent failure to perform job related duties, for seriously rude, hostile, or immoral conduct, the Board, upon the recommendation of the Superintendent, and after giving the employee an opportunity to have a hearing in executive session to defend his/her actions, shall be able to suspend an employee without pay for up to ten days. Nothing in this article shall prohibit the Board from seeking termination of the employee's contract under the provisions of the ORC.

ARTICLE XI VACATIONS

- 11.1 Vacation times will be scheduled and approved by the employees' immediate supervisor. All regular twelve-month employees shall receive vacation in accordance with the following schedule.

1.	1	to 10 years of service	2 weeks
2.	11	to 19 years of service	3 weeks
3.	20	years of service	4 weeks
4.	21	years of service	4 weeks plus 1 day
5.	22	years of service	4 weeks plus 2 days
6.	23	years of service	4 weeks plus 3 days
- 11.2 No more than three (3) weeks of vacation shall be taken consecutively.
- 11.3 There must be one year of service before vacation will begin.
- 11.4 All eleven-month employees will be entitled to two (2) weeks of vacation for 1 to 10 years of service and three (3) weeks of vacation for eleven (11) and greater years of service.

ARTICLE XII HOLIDAYS, OVERTIME AND COMPENSATORY TIME

- 12.1 **HOLIDAYS**

12.1-1 Non-executive secretaries, bus drivers, nurses, para-professionals, full-time aides, custodial/maintenance, and cafeteria workers will have seven (7) paid holidays; namely,

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Martin Luther King Day *
6. President's Day *
7. Memorial Day

12.1-2 The 11 and 12-month employees shall receive seven (7) of the holidays cited above plus Independence Day.

12.1-3 Eleven (11) and twelve (12) month employees may substitute the day after Thanksgiving and/or the Friday before Easter for either Martin Luther King Day or President's Day (the employee may choose two of these four days). This does not increase the number of paid holidays, but allows greater flexibility in their use.

12.1-4 Employees required to work holidays shall be paid at their regular rate for all hours worked in addition to the holiday pay.

12.1-5 Employees shall not be assigned to work for outside agencies renting school facilities on legal holidays.

12.1-6 Should a holiday fall on a Saturday, the preceding Friday shall be observed as the paid holiday. Should a holiday fall on a Sunday, the following Monday shall be observed as a holiday.

12.2 **OVERTIME AND COMPENSATORY TIME**

12.2-1 Employees shall work reasonable overtime as scheduled by their immediate supervisor. Time and one half (1½) shall be paid for hours actually worked (exclusive of lunch, vacation, sick and personal leave time) in excess for forty hour per week. Jury Duty shall count as hours worked when computing overtime. Overtime must be approved by the employees' immediate supervisor.

12.2-2 In lieu of overtime an immediate supervisor may approve compensatory time on an hour for hour basis in units of no less than one hour. Time worked over 40 hours per week which is to be taken as compensatory time will be given as one and one half (1½) hour of compensatory time for each hour worked. Compensatory time still must be approved by the immediate supervisor. The immediate supervisor shall send a record of the date(s) and hour(s) worked for compensatory time to the district treasurer for each payroll period. He/she shall also send such records when the compensatory time is used. Compensatory time shall not accumulate to more than twenty four (24) hours per year. Compensatory time must be used in the same fiscal year in which it was earned or it is lost. Use of compensatory time shall be scheduled by the employee's immediate supervisor.

12.2-3 When employees are scheduled to work on a Sunday for a group which is not school related, those employees will be paid double time.

- 12.2-4 Cafeteria employees will be scheduled to work in the kitchen whenever an outside group is using that facility. Regularly employed cafeteria workers will be scheduled. No substitute may be scheduled unless no regularly employed worker is available. Cafeteria workers may donate their time to community groups and waive payment. In such case the employee is still functioning as an employee of the Board in those circumstances. When a cafeteria employee is working in this capacity, he/she is to work along with the persons using the cafeteria as well as direct the proper use of equipment. In such situations the cafeteria worker will be paid fourteen dollars and fifty cents (\$14.50) per hour. Full-time cafeteria workers will be given a twenty (20) minute paid break per day.
- 12.2-5 Employees who work at open house or similar functions shall be paid at their hourly rate.
- 12.2-6 Classified employees, other than custodians, working on an inclement weather day(s) when school has been called-off shall be paid at their regular rate for all hours worked in addition to the calamity day pay. Custodians who are called by their supervisor to work on an inclement weather day when school has been called-off shall report for duty and shall work at the regular hourly rate pay in addition to the calamity day pay. All district-wide full-time custodial employees will be asked to report for duty before substitute custodians are called.

ARTICLE XIII EXTRA BUS TRIPS AND BUS STORAGE

- 13.1 All drivers are required to share in taking extra trips, as assigned by the Superintendent or his/her designee. When an extra curricular trip is cancelled with less than four (4) hours before the departure time the driver shall be paid twenty dollars (\$20.00) unless the trip is cancelled less than one hour (1) before departure time, in which case the driver shall be paid fifty dollars (\$50.00). This payment shall be made in the pay period following the one in which the extra curricular trip was taken.
- 13.2 Drivers for extra trips will receive fifty (\$50.00) dollars per trip. Should a trip exceed four (4) hours in length, the driver shall be paid a rate of ten dollars and fifty cents (\$10.50) per hour for each extra hour. The time of a trip is storage to storage, plus fifteen (15) minutes. Drivers, for extra trips, will receive seventy-five dollars (\$75.00) per trip on Sunday. Should a Sunday trip exceed four (4) hours in length, the driver shall be paid at a rate of fifteen dollars and seventy-five cents (\$15.75) per hour for each extra hour.
- 13.3 Ten dollars (\$10.00) a month for a maximum of nine (9) months shall be paid to drivers for bus storage.
- 13.4 The Board of Education will prepare regulations and distribute them to all personnel involved regarding the conduct, condition of clothing and discipline for extra-curricular trips, including athletic events.
- 13.5 Maintenance/repair trips for busses will be assigned, in an equitable manner, to all willing and available full-time drivers and only to the director of transportation if

the need arises and paid at a rate of ten dollars and fifty cents (\$10.50) per hour. Part-time drivers who have a bus regularly assigned to them may be assigned to take that bus or other busses if no full-time driver is available.

- 13.6 Extra trips which ordinarily do not require the driver to abandon his/her regular route will be rotated through the full-time drivers in alphabetical order. Drivers on any approved leave of eleven (11) days or more shall be considered as not available for trips until their return from the approved leave. Those trips not assigned to full-time drivers may be assigned to part-time or substitute drivers. Once assigned, it is the responsibility of the driver to take the trip or find a replacement from the district's regular or substitute drivers.

Bus drivers transporting students as a regular run shall receive his/her full day's pay upon exceeding 178 days worked.

Summer extra trips and maintenance/repair trips shall be assigned, in an equitable manner, to willing and available full-time drivers; and only to the director of transportation if the need arises. The director of transportation will provide a list of available drivers on a rotating basis.

13.7 Day-Long Trips during Regular Route Time

- 13.7-1 Trips in this category will be those which are scheduled for seven (7) hours or more and would cause the regular driver to be unable to drive either the morning route or the afternoon route or both.
- 13.7-2 A roster of volunteers for such "long trips" will be compiled at the beginning of each school year.
- 13.7-3 Trips will be assigned on a regular, rotating basis alphabetically, through the list of volunteers, as such trips arise.
- 13.7-4 Whenever a "long trip" is assigned, that trip will be assigned in lieu of that driver's next trip in the regular trip rotation.
- 13.7-5 When a "long trip" is assigned, it can be traded, at the discretion of the director of transportation, even with another driver who is not on the volunteer list; or arrangement can be made with a substitute driver. This will be done in the same manner as trips that fall in the regular rotation.
- 13.7-6 All trips in this category will be paid at the driver's regular hourly rate. He/she shall not be paid for the regular route.
- 13.8 The following items shall apply for overnight trips using a school bus. A full-time driver will be assigned to the overnight trip. For each day that is also a school day he/she shall receive his/her daily rate. An overnight trip shall be defined as one during which the students stay in rented, overnight lodgings. The driver shall be reimbursed for lodging, meals, and fees, which are applicable. The driver shall be paid his/her regular hourly rate. Drivers will be paid a maximum of sixteen (16) hours per twenty-four (24) hour period.

- 13.9 Drivers shall be paid their hourly rate for attending mandatory safety meetings.
- 13.10 School day trips of six (6) hours or more shall be paid at the regular driver's hourly rate.

**ARTICLE XIV
TRAVEL ALLOWANCE**

- 14.1 Any employee required to use his/her own vehicle in service to the Board shall be paid at the Internal Revenue Service approved rate per mile for actual miles traveled.

**ARTICLE XV
SALARY**

- 15.1 All full-time regular salaried classified employees shall be paid on a twelve-month basis in twenty-six (26) payments of approximately equal amounts.
- 15.2 Whenever a payday and a holiday fall on the same Friday, the checks will be dated for and be available on the Thursday before the Friday holiday.
- 15.3 The district treasurer shall implement a direct deposit program for those classified employees who elect to take a direct deposit. All classified employees hired with an effective date after 7/1/97 shall be paid by direct deposit.
- 15.4 For the purpose of longevity, all regular unbroken employment under contract will be counted.
- 15.5 Employees who are serving on an initial regular contract and who have worked less than a full year under that contract shall be eligible for movement on the salary schedule at the time that all other regular employees in their category are eligible for movement on the salary schedule.

SALARY

- 15.5-1 All salaries to be frozen at the 2010-2011 index and longevity rate for the 2011-2012, 2012-2013 school years. New employees shall be placed on the salary schedule as if they had been placed on the South Range Local School District's salary schedule for the 2010-2011 school year.

Longevity

Years	2010-11 Amount
0-10	\$0.00
11-16	\$800.00
17-22	\$1,100.00
23 +	\$2,000.00

Aides Salary Table 1213

Aides

Note: All Steps Frozen At FY11 Levels

FY12 and FY13		
Base Salary	\$12,394.00	\$22,981.00
	Clerical/Instruct Aid	Hearing Impaired Aide
Yr. 0/Step 0	\$12,394.00	\$22,981.00
Yr. 1/Step 1	\$12,703.85	\$23,555.53
Yr. 2/Step 2	\$13,013.70	\$24,130.05
Yr. 3/Step 3	\$13,323.55	\$24,704.58
Yr. 4/Step 4	\$13,633.40	\$25,279.10
Yr. 5/Step 5	\$13,943.25	\$25,853.63
Yr. 6/Step 6	\$14,253.10	\$26,428.15
Hs Per Yr.	1295	1295
Hs. Per Day	7	7
	Plus 1/2 hour duty free lunch	
Days Worked	178	178
Paid Holidays	7	7
Total Pd. Days	185	185

Hearing Impaired Aide - A Hearing Impaired Aide is an employee who is skilled and fluent in sign language used to assist hearing impaired students. He/she must be hired by the Board for the purpose of so assisting hearing impaired student(s) and assigned to assist one or more hearing impaired student(s). If there are no hearing impaired students with an Individual Educational Plan (IEP) which requires a hearing impaired aide, that aide will be transferred to other full time aide duties and placed at the corresponding place on the other full time aide salary schedule.

Bus Drivers

Note: All Steps Frozen At FY11 Levels

FY12 and FY13	
Base Salary	\$13,419.00
Bus Drivers	
Yr. 0/Step 0	\$13,419.00
Yr. 1/Step 1	\$13,754.48
Yr. 2/Step 2	\$14,089.95
Yr. 3/Step 3	\$14,425.43
Yr. 4/Step 4	\$14,760.90
Yr. 5/Step 5	\$15,096.38
Yr. 6/Step 6	\$15,431.85
Hs Per Yr.	925
Hs. Per Day	5
Days Worked	178
Paid Holidays	<u>7</u>
Total Pd. Days	185

Food Service Salary Table 1213

Food Service

Note: All Steps Frozen At FY11 Levels

FY12 and FY13 Base Salary	\$17,359.00 Asst. Manager
Yr. 0/Step 0	\$17,359.00
Yr. 1/Step 1	\$17,792.98
Yr. 2/Step 2	\$18,226.95
Yr. 3/Step 3	\$18,660.93
Yr. 4/Step 4	\$19,094.90
Yr. 5/Step 5	\$19,528.88
Yr. 6/Step 6	\$19,962.85
Hs Per Yr.	1387.5
Hs. Per Day	7.5
Days Worked	178
Paid Holidays	7
Total Pd. Days	185

Maintenance

Note: All Steps Frozen At FY11 Levels
FY12 and FY13

Base Salary	\$30,935.00	\$23,148.00
	Custodians	Custodial Asst.
Yr. 0/Step 0	\$30,935.00	\$23,148.00
Yr. 1/Step 1	\$31,708.38	\$23,726.70
Yr. 2/Step 2	\$32,481.75	\$24,305.40
Yr. 3/Step 3	\$33,255.13	\$24,884.10
Yr. 4/Step 4	\$34,028.50	\$25,462.80
Yr. 5/Step 5	\$34,801.88	\$26,041.50
Yr. 6/Step 6	\$35,575.25	\$26,620.20
Hs Per Yr.	2080	2080
Hs. Per Day	8	8
	Plus 1/2 hour duty-free lunch	
Days Worked	252	252
Paid Holidays	8	8
Total Pd. Days	260	260

Nurses Table 1213

Nurses

**Note: All Steps Frozen At FY11 Levels
FY12 and FY13**

Base Salary	\$17,164.00	\$19,076.00
	LPN	RN
Yr. 0/Step 0	\$17,164.00	\$19,076.00
Yr. 1/Step 1	\$17,593.10	\$19,552.90
Yr. 2/Step 2	\$18,022.20	\$20,029.80
Yr. 3/Step 3	\$18,451.30	\$20,506.70
Yr. 4/Step 4	\$18,880.40	\$20,983.60
Yr. 5/Step 5	\$19,309.50	\$21,460.50
Yr. 6/Step 6	\$19,738.60	\$21,937.40
Hs Per Yr.	1128	1128
Hs. Per Day	6	6
Days Worked	181	181
Paid Holidays	7	7
Total Pd. Days	188	188

Para-Professional

Note: All Steps Frozen At FY11 Levels
FY12 and FY13

Base Salary	\$14,365.00
	Para-Pro
Yr. 0/Step 0	\$14,365.00
Yr. 1/Step 1	\$14,724.13
Yr. 2/Step 2	\$15,083.25
Yr. 3/Step 3	\$15,442.38
Yr. 4/Step 4	\$15,801.50
Yr. 5/Step 5	\$16,160.63
Yr. 6/Step 6	\$16,519.75
Hs Per Yr.	1379
Hs. Per Day	7
	Plus 1/2 hour duty-free lunch
Days Worked	190
Paid Holidays	7
Total Pd. Days	197

Secretaries Salary Table 1213

Secretaries

**Note: All Steps Frozen At FY11 Levels
FY12 and FY13**

Base Salary	\$24,087.00	\$25,253.00	\$28,047.00	\$30,258.00
	10 Month	10.5 Month	11 Month	12 Month
Yr. 0/Step 0	\$24,087.00	\$25,253.00	\$28,047.00	\$30,258.00
Yr. 1/Step 1	\$24,689.18	\$25,884.33	\$28,748.18	\$31,014.45
Yr. 2/Step 2	\$25,291.35	\$26,515.65	\$29,449.35	\$31,770.90
Yr. 3/Step 3	\$25,893.53	\$27,146.98	\$30,150.53	\$32,527.35
Yr. 4/Step 4	\$26,495.70	\$27,778.30	\$30,851.70	\$33,283.80
Yr. 5/Step 5	\$27,097.88	\$28,409.63	\$31,552.88	\$34,040.25
Yr. 6/Step 6	\$27,700.05	\$29,040.95	\$32,254.05	\$34,796.70
Hs Per Yr.	1656	1736	1928	2080
Hs. Per Day	8	8	8	8
Days Worked	200	210	233	252
Paid Holidays	<u>7</u>	<u>7</u>	<u>8</u>	<u>8</u>
Total Pd. Days	207	217	241	260

All building level secretaries shall be paid for 8 hours a day exclusive of a duty-free 30 minute lunch. Building level secretaries are eleven (11) month secretaries.
The Budgetary Secretary is a twelve (12) month secretary.

**ARTICLE XVI
EVALUATIONS**

- 16.1 All full time classified employees shall be evaluated by their immediate supervisor according to this schedule:
- 16.1-1 Employees in an initial contract:
--- a first evaluation: after the first 90 days of service
--- a second evaluation during the initial contract
- 16.1-2 Employees on a two year contract:
--- at least annually
- 16.1-3 Employees on a continuing contract:
--- shall have the right to a yearly evaluation at his/her request.
- 16.2 Any employee who has received one or more “U” – unsatisfactory ratings on an evaluation shall be evaluated again not sooner than 10 days following his/her receiving the unsatisfactory evaluation nor longer than 90 days after receiving the unsatisfactory evaluation. Except that this second evaluation shall not be necessary if the board of education elects either to not renew or to terminate the contract of the employee who received an unsatisfactory evaluation.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

- 17.1 For the purpose of this agreement, the term “grievance” is defined as a dispute between the Board and an employee concerning the interpretation and/or application of any provision of this Agreement. When a grievance arises, the following procedure shall be observed.

STEP 1 – An employee having a grievance shall discuss it verbally with his/her supervisor within ten (10) days after the employee has knowledge of the event.

STEP 2 – If the grievance is not resolved at Step 1, the employee shall obtain a Board approved grievance form from his/her supervisor which he/she will complete in triplicate. This form shall contain all details of the grievance. The employee shall submit the written grievance to the Superintendent or his/her designee within thirty (30) days from the employee’s knowledge of the event.

STEP 3 – If the grievance is not resolved at Step 2 of this procedure, the Superintendent or his/her designee and the grievant and his/her designee, if any, shall meet within five (5) working days after the grievance is denied in Step 2 by the Superintendent. The Superintendent or his/her designee shall give an answer to the grievant and the President

of the South Range Classified Employees Association, in writing, on the reverse side of the grievance form.

STEP 4 – If the grievance is not resolved at Step 3 of this procedure, the grievance form shall be filed with the President of the Board of Education or his/her designee within five (5) working days. The Board, the Superintendent and the grievant shall meet within ten (10) working days after the grievance has been filed with the Board. The President of the Board or his/her designee shall give his answer to the grievant and the President of the South Range Classified Employees Association, in writing, within ten (10) working days after the parties last meeting.

ARTICLE XVIII CONSISTENCY WITH LAW

- 18.1 If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provision of application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If it is mutually agreed that changes are to be made in the negotiated Agreement while it is in force, such changes will be made by the negotiation process.

**ARTICLE XIX
DURATION OF AGREEMENT**

This contract represents the full understanding and commitment between the parties and replaces all previous agreements both written and/or implied. This contract shall be in effect at midnight (12:01 A.M.) on July 1, 2011 and shall continue in full force and effect until midnight June 30, 2013

**SOUTH RANGE CLASSIFIED
EMPLOYEES ASSOCIATION**

**SOUTH RANGE BOARD
OF EDUCATION**

<i>Dwight F. Stacy</i>	_____
<i>Corrie Stewart</i>	_____
<i>Deena Deshpande</i>	_____
<i>Everett Lehman</i>	_____
<i>Ardeth Strubala</i>	_____
<i>Janet L. Noble</i>	_____
<i>James R. Lang</i>	_____
_____	_____