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# **MASTER AGREEMENT**

**between the**

**COSHOCTON COUNTY BOARD OF DD**

**and the**

**HOPEWELL EDUCATION ASSOCIATION**

**July 1, 2019 – June 30, 2022**

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**ARTICLE I**  
**COLLECTIVE BARGAINING**

A. RECOGNITION AND NEGOTIATION PROCEDURES

1. Recognition of Association

- a. The Coshocton County Board of Developmental Disabilities recognizes the Hopewell Education Association, affiliated with the Ohio Education Association and the National Education Association, OEA/NEA, as the exclusive and sole negotiations representative of all full time and regularly scheduled part-time employees not excluded below, including but not limited to the following positions: Custodian, Food Service Coordinator, Instructor, Instructor Assistant, Physical Therapy Assistant, Occupational Therapy Assistant, and Nurse. Excluded are the Superintendent, Administrators, Human Resources Director, Service and Support Administrators, Administrative Assistant, one-on-one aides hired by school districts, substitutes and all others specifically excluded under ORC 4117.01
- b. The Board recognizes Association representation of any newly-created position that has a community of interest with the bargaining unit, but not if such position is excluded pursuant to ORC Section 4117.01.
- c. Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of ORC 4117.05 and 4117.07.

2. Membership in Professional Organizations

Both parties recognize that unit members have the right freely to organize, to join, and support any organization for their professional and/or economic improvement. Such organization may set criteria for membership but may not exclude as members on the basis of religion, sex, gender, gender expression, sexual orientation, age, handicap, marital status, race, color, creed, or place of national origin.

3. Negotiating Procedures

a. Directing Requests

Requests in writing for negotiations over a successor Agreement will be made directly to the Superintendent and the DD Board.

b. Negotiation Meetings

An agreement will be reached between the Board and the Association within five (5) days of the request, which shall be no later than sixty (60) days prior

to the expiration of this contract, as to the time and place of the meeting which shall be held within twenty (20) days after the request has been submitted unless both parties agree to an extension of time. Further meetings shall be held at the request of either party involved, and negotiations shall be completed in accordance with this procedure. The parties shall mutually exchange initial proposals or issues at the first meeting. Topics not addressed in the initial proposal shall not be raised during bargaining unless by mutual agreement.

Bargaining sessions shall be scheduled with the least interruption of work schedules; however, if necessary, Association members of the team may be released from work duties without loss of pay to attend meetings. Negotiation meetings shall be in private unless mutually agreed to by both parties.

c. Representation

The Board shall meet with the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each. Only two (2) Association representatives shall be on released time. Neither party in any negotiations shall have any control over the selection of the other team's bargaining representatives. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

d. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any negotiations meetings.

e. Study Committee

The parties may appoint joint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

f. News Release

While discussions are in process, any release prepared for news media shall be provided to the other party no later than the time of the release. No news releases shall be made prior to the declaration of impasse by either party.

g. Information

The Board agrees to furnish the Association's negotiation committee, upon request and within ten (10) working days, both prior to and during negotiations, all routinely and regularly prepared information, which will assist the Association in developing intelligent, accurate and constructive programs on behalf of the unit members, the enrollees, and the educational program.

4. Agreement

a. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

b. Agreements

After both negotiation teams have reached tentative agreement on all items, the Association shall then have ten (10) days to ratify the agreement. The DD Board, after receiving written evidence of the Association's ratification, shall vote upon the agreement as soon as possible, and not later than the next regular meeting of the DD Board.

c. Disagreement

Either party shall have the right to declare impasse and request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D (2) and Section 4117.18 (C) of the Ohio Revised Code.

5. Rights of Individuals

Nothing in this document shall prohibit any unit member from presenting views to the Superintendent or to the DD Board in accordance with established procedures.

B. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall be provided bulletin board space in the school lounges for the posting of notices and other materials relating to Association activities. It may occasionally post notices of meetings in other areas of the school. The bulletin board space shall be identified with the name of the Association. The Association has the right to place Association communications in unit member mailboxes. It may use the public address system at the beginning and end of the day after official program announcements have been made.

2. The Association may conduct meetings on school property at no cost immediately following the dismissal of enrollees, and with prior notice of the Superintendent or designee.
3. The Association may make announcements upon the conclusion of work and staff meetings.
4. The Association may use office equipment and necessary supplies, copy machine, and others at no cost other than the paper used. The Association may also use any audio-visual equipment when such equipment is not in use. The Board will provide a special code to the Association for making copies of documents and the Association treasurer will reimburse the Board by June 1 of each year for such expenses.
5. The Association officers and representative shall be permitted to transact Association business on school property at reasonable times, outside of working hours, e.g., lunch and break time.
6. Upon request, the Superintendent and/or Board shall supply the Association with the names and addresses of all new unit members, except for administrative employees and employees excluded from the bargaining unit, within one (1) week after official Board action approving the hiring of such unit members.
7. The Board shall provide not less than forty-five (45) uninterrupted minutes of time scheduled by the Education Director and the Union to communicate with bargaining unit members at each new bargaining unit member orientation. Such time will not be provided at the end of the meeting day unless the Association requests, in writing, to be placed at the end of the agenda. All non-bargaining unit members shall excuse themselves during this portion of the orientation. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.
8. The Board shall provide not less than one (1) hour of time to communicate with bargaining unit members at year's opening day meeting. Such time will not be provided at the end of the meeting day unless the Association requests, in writing, to be placed at the end of the agenda. All non-bargaining unit members shall excuse themselves during this portion of the orientation.
9. The Board shall give the designated Association representative one (1) copy of the Board Agenda and all other materials which are a matter of public record, including but not limited to financial reports, expenditures and payroll as sent to Board members. These shall be given to the Association at the same time as to the Board members, if at all possible. The Board shall make available and furnish copies of other public information as requested by the Association at no cost. The Board shall also give the Association a copy of Board minutes after each meeting at no cost. When the Board computerizes Board agendas, Board minutes, and any other



materials which are a matter of public record, then the Association may access these documents online.

10. In the event that an emergency occurs, and a Board meeting must be canceled, the Superintendent or a designee will contact the President of the Association at the same time that the Board's members are being contacted. If the Superintendent or the designee is unable to contact the President of the Association, he/she may contact another available Association member.
11. The Association shall be recognized to address the Board at any or all Board meetings. The Association will request recognition on those agenda items of specific concern at the first hearing of visitors.
12. The Association shall be provided with one (1) copy of all Board policies, at no cost until the Board is able to make such policies available online, by computer.
13. The Board shall provide each bargaining unit member via e-mail with a free copy of the negotiated agreement within thirty (30) days after ratification by both sides.
14. When money or title grants for additional professional positions or special services becomes available to the Board, the unit members of the program shall be given the opportunity to discuss with the Superintendent and provide input concerning types of services, professional staff or programs needed.
15. Fair Share Fee

In accordance with the ruling of the Supreme Court of the United States of America, June 27, 2018, Fair Share Fee has been declared to be unconstitutional; and therefore, unenforceable. Should the Legislative Branch of the United States Government or any other duly authorized body with jurisdiction and authority over the Board determine that Fair Share Fee is a viable option, Article 1, B, 13, Fair Share Fee from the 2016-2019 Negotiated Agreement shall immediately be reinstated to the current Negotiated Agreement between the Coshocton County Board of DD and the Hopewell Education Association and any needed changes due to differences in law be negotiated within sixty (60) calendar days.

## C. BOARD/ADMINISTRATION RIGHTS

### 1. Board Rights

The Hopewell Education Association agrees that the functions, rights, powers, responsibilities and authority of the Board and administration of the Coshocton County Board of Developmental Disabilities in regard to management of the work force and in the operation of the program not specifically limited or modified by an expressed provision or term of this Agreement shall remain exclusively those of the Board. The Board has no duty to bargain over its decisions or the execution of its management rights.

2. Assignment of Work

The Superintendent reserves the right to assign bargaining unit work to supervisors, temporary, casual, intermittent and/or seasonal employees or to others outside the bargaining unit to deal with emergency situations.

D. INDIVIDUAL RIGHTS

1. The Board agrees that all unit members are entitled to full rights of citizenship as provided for under state and federal laws.
2. The Board further agrees that all unit members have the right to participate in professional and civic organizations for their personal benefit and interest.
3. The Board further agrees that all unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form so long as it does not conflict with Chapter 124.57 of the Ohio Revised Code.
4. The Board further agrees that the private and personal life of any unit member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her duties.
5. The Board further agrees that all unit members may wear insignias, pins, or other identification of membership in the Association or other organizations, civic or professional, on Board property or place insignias on individuals' mailboxes in the buildings.
6. The Association agrees that all unit members shall abide by the negotiated Agreement and Board policies in effect during the time of their employment, and as provided in individual unit members' contracts, to the extent that his/her personal safety and well-being are not affected.
7. The Board further provides the rights of due process to all unit members before suspension or termination.
8. Unit members shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility and shall not prohibit consultation and direction by Board representatives.

E. RULES AND REGULATIONS

1. Copies of the following most current rules and regulations shall be available and easily accessible to the staff for reference in the administrator's office:

- a. Department of Developmental Disabilities Rules, Regulations and Standards for the Establishment and Operation of Programs for Training and the Developmentally Disabled.
- b. Department of Developmental Disabilities Rules, Regulations and Standards for Licensure of Residential Care Facilities for the Developmentally Disabled.
- c. DD Board Policies
- d. Minimum standards set down by the Department of Education.
- e. Ohio Revised Code - Appropriate Chapter(s).
- f. Copy of the Sunshine Law.
- g. Open Session Board Minutes.
- h. Copy of Department of Education program evaluation reports.

F. MAINTENANCE OF STANDARDS

1. During the duration of this contract, the Board shall maintain all terms and conditions of employment at not less than the level in effect as of the effective date of this contract.
2. For purposes of this section, terms and conditions of employment means procedures and policies relating to the job responsibilities of individual unit members, that are currently in effect and are not explicitly referred to in this Agreement.

G. TOTAL AGREEMENT

1. This Agreement supersedes and prevails over all statutes and specifications of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), all Civil Service Rules and Regulations and Specifications, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.
2. The parties shall meet within ten (10) days after the final determination to attempt to renegotiate the article in a proper legal context. If the parties fail to reach agreement over the affected provision, they shall submit the disputed issue to an arbitrator for a final and binding resolution under the auspices of the American Arbitration Association.

**ARTICLE II**  
**DEFINITIONS**

- A. The following definitions apply throughout this Agreement, unless expressly provided otherwise:
1. Abuse. “Abuse” means any of the following:
    - a. Physical abuse. “Physical abuse” means the use of physical force that can reasonably be expected to result in physical harm or serious physical harm as those terms are defined in Section 2901.01 of the Revised Code. Such force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.
    - b. Sexual abuse. “Sexual abuse” means unlawful sexual conduct or sexual contact as those terms are defined in Section 2907.01 of the Revised Code. and the commission of any act prohibited by Chapter 2907 of the Revised code.
    - c. Verbal abuse. “Verbal abuse” means the use of words, gestures or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual. For purposes of this rule, “verbal abuse” also means using gestures to threaten, coerce, intimidate, harass or humiliate an individual.
  2. Agreement refers to this Negotiated Agreement between the parties.
  3. Association collectively refers to the Hopewell Education Association and its authorized representatives.
  4. Board collectively refers to the Coshocton County Board of Developmental Disabilities, its Superintendent, and others authorized to act on its behalf.
  5. Day means a calendar day, unless otherwise indicated.
  6. Enrollee means a person receiving services from the Board.
  7. Full-time means working an average of thirty (30) or more hours a week in a nine-month or twelve-month position respectively.
  8. DD Board refers only to the Coshocton County Board of Developmental Disabilities acting as a corporate entity.
  9. Part-time means working an average of less than thirty (30) hours in a nine-month or twelve-month position respectively.
  10. Program means the services provided by the Coshocton County DD Board.

11. Seniority means the length of continuous employment in a bargaining unit position. Seniority begins on the first day worked in a bargaining unit position. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits. Twelve-month unit members accrue one (1) year of seniority for each year they work at least one hundred sixty (160) days. Nine-month unit members accrue one (1) year of seniority for each year they work at least one hundred twenty (120) days. Regularly scheduled part-time unit members accrue seniority on an hour-for-hour basis which shall be converted into workdays (eight (8) hours) if they are hired into a full-time bargaining unit position. No unit member shall accrue more than one (1) year of seniority in any work year.
12. Superintendent means either the Superintendent or a person designated to act on behalf of the Superintendent in a particular situation.
13. Unit member or member refers to employees in the bargaining unit, as referenced in the Recognition section of this Agreement.
14. Working days means Monday through Friday, except for days the administrative offices are closed.
15. Misappropriation. "Misappropriation" means depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Revised Code, including Chapters 2911 and 2913 of the Revised Code.
16. Neglect. "Neglect" means, when there is a duty to do so, failing to provide an individual with any treatment, care, goods, supervision, or services necessary to maintain the health and welfare of the individual.
17. A "communicable disease" is an illness that can be spread from one person to another. Some are spread based on an individual's behavior and some based more on the type of illness and its mode of transmission. For the purpose of this Contract, those may include: Hepatitis, HIV/AIDS, MRSA, Tuberculosis, etc.
18. "Harassment" includes unwelcome verbal or physical advances, request of favors and all other verbal or physical conduct with overtones where any of the following are present or implied.
  - a. Submission by an individual is required, either explicitly or implicitly as a condition of employment.
  - b. Submission or rejection by an individual is the basis for an employment related decision.
  - c. The conduct interferes with an individual's work performance or the program's purpose.
  - d. The conduct creates an intimidating, hostile, or offensive work environment.

19. The following are definitions of immediate family: grandparents, brother, sister, stepchild, stepbrother, half-brother, stepsister, half-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, aunt, uncle, child, grandchild, a legal guardian or other persons who stand in place of a parent -- loco parentis.

### ARTICLE III HIRING

#### A. HIRING

1. Notice of Employment

When the Board hires a bargaining unit member, the Superintendent shall confirm the unit member's hiring in a letter and a copy of the letter shall be sent to the Hopewell Education Association President.

2. Probationary Period

Upon initial hire, all non-certified nine (9) month and twelve (12) month unit members shall serve a six (6) month probationary period and all certified nine (9) month and twelve (12) month members shall serve a 12-month probationary period. During this probationary period, unit members shall serve at the pleasure of the Superintendent and his/her decision to discipline or discharge said unit members is not subject to challenge. The Superintendent must notify the unit member whether he/she will be assigned as a regular employee on or before the last day of this probationary period.

3. Credit for Outside Work Experience

- a. All new unit members shall be given credit for up to ten (10) years of prior experience in any county DD program, any county DD industries program, or any other experience related to the job description of the position for which the unit member is hired.
- b. Nine (9) month unit members shall be given one year of experience credit for 120 or more days worked in a school year (10 years maximum).
- c. Twelve (12) month unit members shall be given one year of experience credit for 160 or more days worked in a work year (10 years maximum).
- d. After substituting (working) sixty (60) consecutive days in the same position during one school year, said teacher or teacher assistant will be placed on the regular salary schedule for the position in which he/she is substituting.

4. Lifting Requirements

For the safety of both students and staff, all staff must be able to properly lift students and equipment necessary for the completion of their duties. It is expected that all employees be able to perform said lifting. All new employees hired on or after July 1, 2019, shall be required to be able to lift at least fifty (50) pounds. Training shall be provided in specifics and mechanics of lifting students for all new hires yearly.

**ARTICLE IV**  
**PERSONNEL**

A. EMPLOYEE LICENSING, CERTIFICATION & REGISTRATION

1. It is the responsibility of each unit member to acquire, maintain, update and/or renew any license, certificate and/or registration as required for his/her position with the Board and to transmit immediately proof of such acquisition, maintenance, updating and/or renewal to the Superintendent. It is also the responsibility of each unit member to pay the fees required for certification, license and/or registration applications. Any bargaining unit member who has been notified in writing of the expiration of his/her certification by the Superintendent, or his designee, at least six (6) months prior to its expiration, is subject to termination at its expiration unless the unit member can demonstrate, or show proof, that within thirty (30) days of receiving such written notice he/she is working towards updating their certification.
2. Time spent by a unit member relating to licensing, certification and/or registration is not hours worked to be counted in computing overtime.
3. The administration will promptly notify unit members of any changes or additions to requirements that become necessary for certification, licensing, and/or registration.

The Board will reimburse unit members for 100% of the license/certification fees required for the employee's position with the Board.

B. JOB/POSITION DESCRIPTION

1. Copies of the following shall be made available and easily accessible:
  - a. Job/Position descriptions pertaining to all existing positions in the Program.
    - (1) Minimum qualifications for all positions will be included in Job Positions Descriptions.
  - b. Salary Schedules pertaining to all existing positions in the Program.

- c. Job/Position Descriptions and Salary Schedules pertaining to all new positions shall be posted on the unit members' bulletin boards in the offices and employee lounges for five (5) days.
- d. Job Descriptions shall be mutually developed by the Board/Administration and the Association /Unit Member. If the parties cannot agree on a final job description, they shall submit final descriptions to an FMCS mediator selected by the parties who shall submit an advisory recommendation that the Board may consider.
- e. In the case of new positions, the Board/Administration may unilaterally develop the first job description, including its wages and benefits.

### C. PERSONNEL FILES

1. The Board agrees to notify all unit members of any official records being kept on said unit member. An official record is a document or other information kept in a unit member's personnel file for purposes related to the unit member or his employment. This notification will cover all official personnel files, those kept by immediate supervisor, Superintendent or Board. Any information being added to said unit member's personnel file will require the notification of said unit member and shall require the initialing of said item by unit member prior to filing. No anonymous material shall be placed in a unit member's personnel file. Personnel files shall be accessible to bargaining unit members online.
2. If the unit member disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request within ten (10) days that the Board investigate the current status of the information within ten (10) days of receiving the request. The Board must make a reasonable investigation to determine if the disputed information complies with the provision of law. Said unit member shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete.
3. The Board further agrees that any unit member will have full and complete access to any file being maintained on said unit member on the INFAL system. Said access shall include a right to review the above files at the administrative offices. A unit member who for legitimate reasons cannot view his file at the administrative office shall make alternate arrangements with the Superintendent to review the document. The documents shall, upon the unit member's request, be available in two (2) working days. One copy of documents in the unit member's file shall be provided to the unit member at no cost.
4. A unit member shall be notified immediately of any request(s) to view the contents of the unit member's personnel file. The unit member shall be given the name of any individual requesting access to the unit member's file. An individual requesting to see a unit member's file shall not be granted access to the file for a period of at least three (3) workdays, which shall be construed as reasonable, from the time the request is made. During this period of time, the unit member may review his/her



file. This paragraph does not apply to the Board or the administration, nor to state or federal audits.

After one (1) year and upon request by a bargaining unit member, any warnings shall be removed from the unit member's personnel file. After two (2) years, and upon request by a bargaining unit member, any reprimands, suspensions of less than three (3) days, or parental complaints shall be removed from the unit member's personnel file. After three (3) years, and upon request by a bargaining unit member, any suspensions of three (3) or more days shall be removed from the unit member's personnel file.

#### D. PUBLIC COMPLAINT PROCEDURE AGAINST UNIT MEMBERS

1. The Board may commence an investigation as to the authenticity of any information related to a written complaint. No complaint will be investigated unless in writing and signed by the complainant. No written complaint will be placed in any personnel file of a unit member unless:
  - a. A conference was held including the complainant, the unit member, and the principal or immediate supervisor of the unit member.
  - b. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the immediate supervisor and initialed by the unit member. Such initialing shall not be construed as agreeing with the document, but only that the unit member received a copy of the document. Refusal to initial findings and resolution will be noted and the materials filed per Section c.
  - c. In the event a record of the conference held between the complainant, unit member and immediate supervisor is filed in the unit member's personnel file, the unit member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the unit member.
2. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a unit member will be considered by the DD Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires DD Board consideration of the complaint, then the following procedure shall be implemented:
  - a. Complainant shall notify the Superintendent in writing of his/her request for DD Board consideration of the complaint at the next regular Board meeting.
  - b. Notice of DD Board consideration of the complaint will be given directly by hand to the unit member involved at least five (5) working days prior to the Board meeting. The unit member will then sign a written receipt that

the notice was delivered, and a copy of the receipt shall be given to said member.

- c. The complaint shall be heard by the DD Board in executive session. The unit member and his/her representative will be allowed to address complainant in executive session.
- d. Resolution by Board action will become a part of the unit member's file, and the unit member shall receive a copy of the action. The unit member may attach an opinion or statement to the filed complaint within ten (10) working days of the unit member's receipt of the Board action.
- e. In steps (a) and (b) above, a unit member may request and be accompanied by counsel and/or a representative of his/her choosing. Conferences regarding such complaints shall be private.

## E. GRIEVANCE PROCEDURE

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby the unit members can be assured of a prompt, impartial, fair and confidential hearing on their grievances. Such procedure shall be available to all unit members and no reprisals of any kind shall be taken against any member who initiated or participated in the grievance procedure.

- a. Purpose and Objectives

The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that the grievance proceedings shall be handled in a confidential manner.

- b. Definitions

- (1) A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision(s) of the Agreement.
- (2) A grievant is the individual or entity bringing the grievance.
- (3) For the purposes of submitting grievances, the Immediate Supervisor is the administrator of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance arises.

- c. General Provisions

- (1) An individual grievance shall be initiated by the grievant with assistance from the Association, or by the Association itself. The Association may file for a member if so requested. A member shall

notify the Association of a pending grievance and the actual grievance shall be filed by the Association, unless a member declines Association assistance. In any case, the Association shall be permitted to be present at any level at which the grievance could be resolved.

- (2) A group grievance shall be initiated by the Association on an alleged violation that affects two (2) or more members in a like manner.
- (3) A grievance shall be reduced to writing on the form contained in Appendix B.
- (4) The Association shall be available to assist any member in preparing the proper and complete information necessary to expedite the procedure.
- (5) Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. This counsel shall be representatives or consultants of the Association.
- (6) Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
- (7) Failure of the grievant to proceed within the specific time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- (8) Failure of the administration to respond in the time limits stated shall mean the grievance shall be automatically advanced to the next step.
- (9) Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- (10) Nothing contained in this procedure shall be construed as limiting the rights of a member from filing an unfair labor practice or discrimination charge.
- (11) Absolutely no reprisal shall be made against any party involved in the use of this grievance procedure.
- (12) A grievance may be withdrawn at any level without prejudice or record.
- (13) No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein.

- (14) No grievance may be submitted to arbitration without the consent of the Association.

d. Procedure

(1) Level I -- Informal

- (a) A grievance shall be discussed with the appropriate administrator within twenty (20) working days of when the grievant should have been aware of the alleged violation and prior to the initiation of Level II of the Grievance Procedure. A third party may be present if requested by the grievant and/or the supervisor.

(2) Level II -- Formal

- (a) A copy of the written grievance shall be submitted to the grievant's immediate supervisor within ten (10) working days of the informal discussion in Level I.
- (b) A written response from the immediate supervisor shall be given to the grievant within ten (10) working days of the supervisor's receipt of the written grievance.

(3) Level III -- Superintendent

- (a) If the grievant is not satisfied with the disposition at Level II, the grievant may appeal to the Superintendent by providing the signed grievance form to the Superintendent within ten (10) working days of receipt of the Level II response.
- (b) A meeting between the Superintendent and the grievant shall be held on a mutually agreeable date and time within ten (10) working days of the filing of the grievance with the Superintendent. The Superintendent shall provide the grievant with a written response within ten (10) working days of the meeting.

(4) Level IV -- Mediation

- (a) If the grievant and the Association are not satisfied with the disposition at Level III, the Association may, within ten (10) working days of receipt of the Level III response, appeal in writing to the Board requesting FMCS mediation. If either party rejects mediation, it must communicate such rejection to the other party in writing within ten (10) working days of

the Level III response, or the appeal to mediation, whichever is applicable. The rejecting party must provide a reason for the rejection, which will be accepted. If mediation is rejected, the Board step (below) will be held.

- (b) The parties will mutually agree to a mediator. If unable to do so, the Association shall ask FMCS to appoint a mediator. The mediation will be conducted pursuant to the FMCS rules. A Board member will participate in the mediation, if possible.

(5) Level IV -- Board (Only used if the Mediation step is rejected)

- (a) If the grievant is not satisfied with the suggestion for resolution received in Level III, he/she may within ten (10) working days of receipt of such written response, appeal in writing to the DD Board.
- (b) A meeting shall be held between the grievant and the Board at the next regularly scheduled Board meeting as long as the request for a hearing was made prior to the agenda for that meeting being sent to the Board. Either the grievant or the Board may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. The meeting shall be in executive session.
- (c) Within ten (10) working days of the meeting, the Board shall provide the grievant with a written response stating its position.

(6) Level V -- Arbitration

- (a) If the grievant and the Association are not satisfied with the results of Level IV, the Association may within ten (10) working days of receipt of such written response make appeal for arbitration. Arbitration shall be initiated through the American Arbitration Association, according to its voluntary rules and regulations. Both parties can reject one list and request another. The arbitrator shall hold a hearing to make a fair and impartial ruling on the grievance as stated. The arbitrator shall send the ruling in writing to the grievant, Superintendent, President of the Association, and the Board. The ruling, within the arbitrator's jurisdiction, shall be final and binding to both parties. Cost of the arbitrator shall be divided equally between the Association and the Board.

- (b) This grievance and binding arbitration procedure is the sole and exclusive remedy for an alleged violation of any provision of this Agreement.

## F. DISCIPLINE OF UNIT MEMBERS

### 1. General Guidelines

- a. Unit members shall only be disciplined for just cause and only in compliance with the discipline procedures contained herein.
- b. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the unit member's record of discipline. Serious offenses may warrant suspension or termination without regard to previous disciplinary action.
- c. Forms of disciplinary action are:
  - (1) Verbal warning
  - (2) Written reprimand
  - (3) Suspension; and
  - (4) Termination
- d. Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, although a member can be suspended with pay pending the conference.
- e. Appeal of disciplinary action shall be made exclusively through the grievance procedure. Grievances of suspension or discharge shall be initiated at the Superintendent's step of the procedure.

### 2. Examples of Offenses Which Could Lead to Discipline

This is only a representative list of offenses which could lead to discipline. The Board reserves the right to discipline employees for any offense that is eligible for discipline under this Agreement. The unit member reserves the right to grieve the appropriateness of the discipline as it relates to the offenses below or any other offense that might warrant some form of discipline.

- a. Discourteous treatment of the public.
- b. Failure to “report off” work for any absence.
- c. Failure to commence duties at the beginning of the work period or leaving work prior to the end of the work period.

- d. Leaving the job during the regular working hours without authorization, except in an emergency.
- e. Physical or mental abuse of enrollees.
- f. Unauthorized absence from work.
- g. Creating unsanitary or unsafe conditions.
- h. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
- i. Failure to cooperate with other employees as required by job duties.
- j. Failure to use reasonable care of County property or equipment.
- k. Neglect in observance of official safety rules, or disregard of common safety practices.
- l. Failure to observe Department of DD and Ohio Department of Education Rules.
- m. Obligating the Board for any expense, service or performance without authorization.
- n. Failure to report accidents, injury or equipment damage.
- o. Disregarding job duties by neglect of work.
- p. Sleeping during working hours.
- q. Reporting for work or working while unfit for duty.
- r. Being in possession of/or drinking alcoholic beverages on the job.
- s. Conduct violating morality or common decency, e.g., sexual harassment.
- t. Unauthorized use of Board property or equipment.
- u. Threatening, intimidating, coercing, or interfering with other employees.
- v. Willful failure to sign in or out when required.
- w. Willful failure to make required reports in accordance with job description.
- x. The making or publishing of false, vicious, or malicious statements concerning employees, supervisors, the agency or its operations.

- y. Refusing to provide testimony in court when subpoenaed, during an accident investigation, or any type of public hearing.
- z. Knowingly giving false testimony during a complaint or grievance investigation or hearing.
- aa. Willful disregard of Board rules.
- bb. Use of abusive, threatening, or obscene language toward supervisors, other employees or enrollees.
- cc. Unauthorized political activity.
- dd. Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any Board records, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
- ee. Making false claims or misrepresentation in an attempt to obtain any Board benefit.
- ff. Stealing or similar conduct, including destroying, damaging, or concealment of any property of the Board or of other employees.
- gg. The use of non-prescription narcotics or the sale of narcotics.
- hh. Willful or attempted assault of enrollees, other employees, supervisors, or other persons.
- ii. Carrying or possession of firearms on Board property at any time.
- jj. Disclosing confidential information concerning program participants, misuse or removal of Board records or information without prior authorization.
- kk. Insubordination by refusing to perform assigned work or to employ with written or verbal instruction of the supervisors in accordance with job descriptions.
- ll. Unsatisfactory work or failure to maintain required standards of performance as noted in the job description.
- mm. Harassment of children or co-workers.

3. Pre-Disciplinary Conference

- a. Whenever the Board determines that a unit member may be suspended or terminated pursuant to this Article, a pre-disciplinary conference will be



scheduled to give the member an opportunity to explain the alleged conduct. Prior to the conference the unit member shall be presented with written notice of the charges. The written notification of charges shall contain notification to the member of his/her right to Association representation at the conference.

- b. The time and date of the conference shall be set by the hearing officer who can be any exempt employee of the Board other than the administrator who is responsible for the discipline, or who can be another hearing officer from another agency of the state of Ohio.
- c. The unit member and/or his/her representative shall have the right to present witnesses and rebut the charges at the conference and shall have the right to know who the accusers are and be provided with any documents relating to the charge. Failure to present rebuttal testimony or other evidence at the hearing shall not be used against the member.
- d. Following the conference, the Board shall determine what discipline, if any, is appropriate and shall issue written notice of such discipline to the unit member.

## **ARTICLE V**

### **GENERAL EMPLOYMENT**

#### **A. CONTAGIOUS DISEASE POLICY**

1. The Board will not discriminate against unit members who have a communicable disease. The Board will continue to employ such persons as long as they are qualified to perform their job in accordance with job descriptions. The Board will maintain the employment opportunities of unit members with communicable diseases to the extent that the safety of the unit members is not seriously threatened.
2. The Board will not require mandatory testing for the presence of the above under any circumstances. Each unit member or applicant who believes that he or she may have been exposed to the AIDS virus is encouraged to submit to voluntary testing to determine whether the virus is present. A unit member who receives positive test results is encouraged, but not required, to consult with the Superintendent regarding his or her condition. The Board will make reasonable efforts to accommodate the afflicted unit member in the performance of his or her duties. The Board will exercise its best efforts on behalf of such unit members to assist them in obtaining all benefits to which they may lawfully be entitled under any group health, disability or life insurance plan provided by the Board for the benefit of its unit members.
3. The Board will maintain the confidentiality of any information provided to it regarding a unit member or applicant who knows or believes he or she may have been exposed to the above. The information may be disclosed to only the

Superintendent and the Board. In the event a unit member or applicant discloses that he or she has been exposed to the above to his or her immediate supervisor, such information shall be provided directly to the Superintendent. Any further disclosure of statements or documents by the supervisor or other party receiving such report shall be a violation of Board policy.

4. The Board shall pay for Hepatitis B vaccination for all unit members who request such vaccination series.

## B. SMOKING POLICY

1. The Hopewell school and grounds shall be a smoke free campus. Signs will be posted around the buildings and in all "common" areas to remind people of the "Smoking" policy.
2. Unit members must smoke in the designated areas on their own time, such as lunches and breaks. The Board expects that unit members will not abuse this policy by taking unscheduled breaks during work hours to smoke. Unit members who fail to adhere to this "Smoking" policy may be subject to disciplinary action. In any case, the unit member's first violation of this policy shall be met with only a verbal warning.

## C. WORKING CONDITIONS

### 1. School & Nine-Month Employees

#### a. Work Year

The Superintendent shall confer with the Association prior to the Board adoption of the school calendar. The Board shall adopt the calendar in compliance with section B. 4 Observed Holidays. In the event the contractual holidays deviate from the school calendar proposed by the Superintendent, Association members will be given two (2) weeks from the date of the conference with the Superintendent to vote on the proposed calendar and return it back to him/her. If the Association fails to return the calendar to the Superintendent in the prescribed time frame, then calendar shall remain as proposed.

- (1) (a) The school year shall be scheduled 183 days for teachers and 181 days for classroom assistants at Hopewell School.
- (b) Two days shall be used for professional development (staff meetings, in-service training, visitations, conferences).
- (c) Time shall be scheduled for room work time. One day designated in (b) shall be prior to the start of the student school year to prepare rooms for students. The day immediately after the student's last day may be used to

prepare rooms for summer inactivity. If done so, said staff shall be awarded flex time which must be utilized by December 31<sup>st</sup>.

- (2) A maximum of forty-five and one fourth (45.25) additional work hours are included in the school year for bargaining unit members to be used for calamity days. An excess of calamity days may require extending the school calendar until a minimum of 1,001 hours of actual instruction are completed. Beginning July 1, 2019, up to forty-five and one fourth (45.25) hours shall be paid at a per diem rate or converted to sick days if not used for calamity purposes.
- (3) A calamity day is defined as a day that classes are not in session due to severe weather conditions, an epidemic, a catastrophe, or a major mechanical failure in the school building. When a calamity day is called, the Superintendent or designee shall make contact by phone so that all unit members are personally notified. No unit member shall be required to report to work during a calamity day and shall suffer no loss of pay or benefits for such time off.
- (4) In the event that it is necessary for a bargaining unit member to make up lost time that exceeds the (45.25) additional work hours for calamity days, the additional time will be added to the end of the school year. The school year shall not extend beyond June 15.

b. Workday

- (1) The school day shall begin at 8:15 a.m. and end at 3:30 p.m. for unit members, except Fridays, and before holidays at which time unit members may leave after dismissal of all students.
  - (a) The minimum work hours of the Program Nurse are: 1240 hours per year. Of these hours, 1176.50 shall be worked during the school year and 63.50 shall be worked in the summer. The nurse will arrange a tentative schedule for the upcoming year with the Superintendent or designee by July 1 each year.
  - (b) The Physical Therapy Assistant (PTA) shall work 1215 hours per year verified by biweekly timesheets and mutual agreement of schedule with the Director of Therapy Services by the first day of work each year.
  - (c) The Occupational Therapy Assistant (OTA) shall work 1215 hours per year verified by biweekly timesheets and mutual agreement of schedule with the Director of Therapy Services by the first day of work each year.

- (2) Necessary personnel shall remain in case of an emergency as determined by the Superintendent.
- (3) Lounge facilities shall be provided for all unit members.
- (4) A place for private, work-related phone calls shall be provided.
- (5) Each Friday, school-aged instructional staff shall have sixty (60) minutes uninterrupted for the purpose of classroom planning and preparation. Coverage for this time period will be provided by the preschool instructor assistants, per teacher need as determined by the teacher. A schedule will be provided. If the scheduled instructor assistant is absent on the scheduled day, there would be no coverage. Teacher pay will be given on a rotation.

c. Miscellaneous

- (1) Parent-Teacher conferences (except for the early intervention program) shall be held once in the fall and once in the spring, to be scheduled by the Board and placed on the school calendar each year.
- (2) The time of the conferences will be mutually arranged. The assistants shall not be required to report on school days closed for the conferences, nor shall they be required to attend the evening conference.
- (3) All classroom teachers shall be assigned at least one (1) qualified assistant.
- (4) If a classroom teacher is absent from work, the Superintendent or Principal shall first attempt to replace the absent teacher with a certified substitute teacher. In the event a certified substitute teacher is not available and the regular classroom assistant is requested by the Superintendent or Principal to assume the responsibility of the absent classroom teacher, said assistant shall be paid an additional \$40.00 per day, \$20.00 per half day, \$6.00 per hour, above and beyond their regular salary. At the beginning of each school year the process for selecting a classroom assistant to assume the responsibilities of an absent teacher shall occur as follows:
  - a) Upon the initial absence of a teacher for one (1) or more consecutive workdays, if there is only one (1) classroom assistant, the responsibilities of the absent classroom teacher shall be offered to that individual.
  - b) If more than one classroom assistant is present in the classroom, the responsibilities of the absent classroom teacher shall be offered to the classroom assistants on a

rotation basis beginning with the most senior person, in accordance with Article II, Section A. 11.

- c) Should a classroom assistant decline to assume the responsibilities, or be absent from work that day, the next most senior person in the classroom shall be offered to assume the responsibilities of the teacher.
- d) Thereafter, the rotation cycle shall continue for any additional absences of a teacher for one (1) or more consecutive workdays, with the next person in the rotation cycle being offered to assume an absent teacher's responsibilities.
- e) A classroom assistant shall complete the proper form the day after substituting. This is to be paid at regular bi-weekly pay periods.

- (5) The Board will attempt to hire substitutes to replace absent unit members.
- (6) The Food Service Coordinator shall be a nine (9) month unit member and shall be considered a full-time employee for benefit purposes. The Food Service Coordinator shall follow the school holiday schedule.

## 2. 12-Month Employees

### a. Work Year

- (1) The work year shall be 241 days for the twelve (12) month unit members.
- (2) Three of these days may be used for professional development (staff meetings, in-service training, visitations, conferences).
- (3) The work schedule shall be Monday through Friday of each week of the program, except for those legal holidays provided by the Ohio Revised Code and this contract, plus Good Friday, the weekday before Christmas, all weekdays between Christmas and New Year's Day, the weekday following Thanksgiving, and \*a day following New Year's Day. The Board shall schedule additional days off as necessary to meet the 241-day work year.

\*A day following New Year's Day shall be determined as follows: If New Year's Day falls on Monday, Tuesday, Wednesday or Thursday, the weekday following New Year's Day shall be taken off. If New Year's Day falls on Friday, Saturday or Sunday, then the Association by a majority vote of its members, shall decide on one of the three (3) days to take off. These days shall include the

weekday following New Year's Day and two (2) other days offered by the Board.

b. Workday

- (1) Unit members are expected to maintain a normal working day in regards to the time they are to report to work and the time they may leave from work as set by the Board on the recommendation of the Superintendent. The following are the scheduled times for the normal workday:

Custodian ..... flexible

- (2) Unit members who work eight (8) hours or more shall have a total duty-free break time (including lunch) of one (1) hour during the workday, of which 1/2 hour is not compensated.
- (3) Unit members who work less than eight (8) hours shall have total duty-free break time (including lunch) of forty-five (45) minutes during the workday, of which 1/2 hour is not compensated.
- (4) Unit members shall have lounge facilities provided, which shall not be used for therapy or enrollee activities.
- (5) Unit members shall have a place to make private, work-related phone calls.

c. Miscellaneous

- (1) The Board will attempt to hire substitutes to replace absent unit members.

D. SENIORITY

1. Loss of Seniority

- a. Seniority shall be lost under the following conditions:

- (1) Retirement or resignation.
- (2) Layoff for more than two (2) years.
- (3) Transfer to a full-time, non-bargaining unit position.
- (4) Discharge for cause.
- (5) Otherwise leaving the employment of the Board for any reason.

2. Equal Seniority

a. A tie in seniority occurs when two or more unit members have the same amount of seniority credit on the seniority list. Ties in seniority shall be broken by the following method to determine the most senior unit member:

(1) the unit member with the first day worked;

(2) If two or more bargaining unit members start work on the same day, the tie in seniority shall be broken based on which employee was given the earliest offer of a job by date, and then by time of day. Such employees shall be placed on the seniority list in descending order of seniority with the date and the time of the job offer appearing next to their names.

3. Posting of Seniority List

The seniority list shall be posted whenever a change in personnel status is made. The seniority list shall indicate the first day each person worked. Said list shall be provided to the Association President on or before the date of posting. The names of unit members on the seniority list shall appear in seniority rank order according to the first day they began working in a bargaining unit position. Regularly scheduled part-time unit members shall be listed separately from full-time unit members.

4. Correction and Inaccuracies

Each unit member shall have thirty (30) days after posting of the seniority list to advise the Employer or its agents of any inaccuracies which affect his seniority.

The Employer or its agents shall investigate all reported inaccuracies and determine whether any adjustments are necessary. If adjustments are necessary, the seniority list shall be updated immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered final until the next posting.

E. EVALUATION PROCEDURE

The following provision shall be used for the purpose of evaluation of unit members.

1. Purpose

Evaluation shall be for the following reasons in order of priority:

a. Improving the quality of the educational programs of the district.

b. Improving the competency of the unit members.

- c. To provide an orderly and uniform employment relationship of the unit members and the administrative staff with the Board.
- d. To provide re-employment information to facilitate equitable and objective decisions on such matters by the Board.

2. Method

Evaluation of unit members shall use the following techniques:

- a. Have a pre-observance conference to determine what is going to be taught on the particular day of announced observation. (This would prevent observation on a day on which reviews, etc., might be in progress).
- b. Announced observation by an administrator. All unit members are to be observed, and a follow-up conference conducted at least once a year. Additional observations may be made without notification, if needed.
- c. Probationary unit members are to be observed twice during their probationary period with a follow-up conference.
- d. Follow-up conference and written reports are to be within thirty (30) workdays following the observation.
- e. Administrative assistance shall be provided where it has been determined that there are deficiencies, and a record of such assistance shall be included in their records of unit member evaluation.
- f. If a unit member and/or administrator requests it, a more experienced unit member of the same area could observe and offer the new unit member assistance only.
- g. No monitoring or listening device is to be used in observance and evaluation sessions without knowledge of both parties.

3. Records

All evaluation records, including the results of observations, follow-up conferences, notes, and assistance to the unit members shall be in duplicate--original copy to be placed in the unit member's file, and a copy retained by the unit member. All written records shall provide for comment of both parties involved and provisions of signature of both parties prefaced with the following: By affixing my signature to this document, means that I have received a copy, and had an opportunity to read its contents, but does not necessarily mean that I agree in total or in part with the contents. The present evaluation forms shall be included in this document.



4. Evaluations

- a. All unit members will be evaluated on the basis of their job description and in compliance with any State of Ohio mandated evaluation procedures that apply to county boards of developmental disabilities.
- b. Unit members shall be evaluated using an appropriate form that complies with applicable state law. (see Appendix A).
- c. Nothing in this procedure shall prevent the Superintendent and/or supervisory staff from making general observations that will be considered in evaluating a unit member's performance.
- d. Evaluations shall not be administered arbitrarily. Similar evaluation standards will be applied to unit members in the same classification. The content or conclusion of a unit member's evaluation is not arbitrable, unless substantial evidence can be shown that the content or conclusions are arbitrary or capricious.

F. STAFFINGS

1. Staffing will take place when current appropriate and essential information is available. Staffings may be conducted for each of the following reasons:
  - a. Consideration of entrance of enrollee into the Board Program.
  - b. Consideration of placing enrollee currently enrolled in the program in a different classroom/program.
  - c. At the request of the classroom teacher, specialist or other support/ancillary personnel, or Superintendent, when significant new information is obtained about or a serious problem has arisen with an enrollee.
2. The following professionals, when appropriate, may be included in a staffing:
  - a. Current classroom teacher and classroom assistant.
  - b. Prospective teacher
  - c. Other specialists such as, but not necessarily limited to, Language Development Specialist, Physical Therapist and Occupational Therapist.
  - d. Testing psychologist or representative.
  - e. Superintendent or appropriate supervisor of program.
  - f. Service and Support Administrator.

3. Times for staffing shall be as follows:
  - a. Enrollees eligible for a change of assignment for the next program year shall have staffings completed by the end of May, if at all possible, and all recommendations for said changes shall be made by the end of the school year.
  - b. Any time during the program year when there is significant indication presented to the Superintendent or the by the enrollee, any other professional person, or parent/guardian.
  - c. In all cases, staffings will be conducted according to the regulations of the Department of DD.

G. DRESS CODE

The Board requires that an employee's clothing be appropriate, respectful, and safe to perform required job duties. The following is a list of examples of inappropriate clothing: low cut tops with cleavage showing, belly shirts, low rider jeans where skin is exposed, shorts shorter than the fingertips when arms are fully extended, skirts or dresses that are shorter than knee length, overly tight clothing, obscene or suggestive sayings on shirts, clothes that show undergarments, halter tops.

**ARTICLE VI**  
**CHANGE IN STATUS**

A. VACANCIES AND TRANSFERS

1. Vacancies
  - a. During the year, the Superintendent shall post vacancies in all buildings. During the summer months, nine-month unit members shall be provided with vacancy postings if they had previously submitted a written request for a change in job position prior to the end of the school year.
  - b. A vacancy is a job opening in the bargaining unit that the Board decides to post and fill on a permanent basis.
  - c. Members of the staff who are interested in applying for a vacancy shall complete a vacancy form and submit it to the Superintendent or his/her designee not later than five (5) working days after being posted. Vacancy forms shall be kept in the main office of each building.
  - d. When a vacancy is determined, the Superintendent shall promptly announce the vacancy to all unit members and post a notice of the same on a visible bulletin board in the buildings for no less than five (5) workdays before the position is filled.

- e. Upon filling a vacancy, the following criteria apply:
  - (1) Individual qualifications as determined by the required certification and job description.
  - (2) The bargaining unit member applicant with the most seniority as defined in Article II, Section A.11., who also meets the required qualifications, shall fill the vacancy.
  - (3) Notwithstanding paragraph 3 above, the need to make a reasonable accommodation for a disabled unit member under State or Federal law, provided such accommodation can be accomplished only by placing the disabled unit member in that vacant position. No unit member shall be displaced to create a vacancy for a disabled unit member.
  - (5) If a bargaining unit member has at least two (2) written reprimands, or one (1) suspension in their personnel file, it may be grounds not to allow them to fill a vacant position.

2. Voluntary Transfer and/or Assignment

- a. A transfer is an assignment from one classification to another on a permanent or temporary basis. A reassignment is a change in core job duties within one's classification. Employees who wish to request a transfer or reassignment should indicate their interest to the Board in writing. Those requests will be taken into account when a vacancy occurs. It is understood that employees who are interested in a vacancy are still required to apply for the vacancy.
- b. An involuntary transfer and/or reassignment during any year will be made only after a meeting between the unit member involved and the Superintendent, at which time the unit member may at his or her option have a representative of his or her choice present at such meeting. The written reasons for such involuntary transfer shall be given to the affected unit member at this meeting. If an agreement is not reached, the unit member may bring the matter before the Personnel Committee of the Board for discussion, at which time the unit member may have a representative of his or her choice present. If this does not remedy the situation, the unit member may appear before the full Board with representation. Any reassignment made pursuant to this policy shall be in the best interests of the program.
- c. All unit members will receive a written notification of their assignment for the following school year on or before June 30 if they are being involuntarily transferred or reassigned.

- d. A unit member being involuntarily transferred or reassigned will be placed only in a position for which such a unit member is certificated (or qualified to meet job description for non-certificated unit members). No unit member shall suffer any reduction in pay or benefits due to an involuntary transfer.
- e. Should more than one qualified unit member apply for a transfer and/or reassignment to the same position, the position shall be given to the more senior unit member.
- f. Nothing in this section precludes the Board from going outside the program to fill a vacancy after bargaining unit members have been first considered to fill the position in accordance with Section A.1 of this Article.

3. Temporary Positions

- a. Should any current unit member apply for and receive a temporary (one year or less) position, that unit member shall be entitled to return to his/her previously held position with all seniority upon elimination of the temporary position. The unit member's return to his/her former position shall not be considered a vacancy and will not be posted.
- b. Should the Board decide to fill the unit member's previously held position on a permanent basis, that position shall be posted in accordance with Section 1 above. If the temporary position is eliminated, both unit members shall be allowed to return to their previously held positions as outlined in Section 2 (a) above.
- c. Should any other unit member be placed in a vacancy that resulted from the temporary position in Section 2 (a), they shall also be allowed to return to their former positions.

B. REDUCTION IN FORCE

- 1. Unit members may be laid off for the following reasons:
  - a. A substantial reduction in the funds available to the Board, provided that such a reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers at least once in the year in which the reduction in funds occurred.
  - b. A substantial reduction in enrollment.
  - c. The discontinuance of a particular type of program service, provided that such discontinuance is not for arbitrary or discriminatory reasons.
- 2. If the Board is contemplating the layoff of any unit member, it will so notify the Association at least thirty (30) days before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected,

the proposed time schedule, and the reasons for the proposed action. Within five (5) days after mailing the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoff; and will in connection therewith make available to the Association, at Board expense, all relevant data. After at least one negotiations meeting, the Board may implement the layoff. Any unit member who is laid off will be notified by hand delivery in writing at least thirty (30) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action. Unit members shall sign a receipt that they received the notice and will also be provided a copy of the receipt.

3. A unit member who is notified that he/she is to be laid off will have the right to displace any less senior unit member whose work he/she is certificated and qualified (non-certified) to perform as per minimum requirements of job description. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within ten (10) days after a unit member is notified that he/she is to be laid off. Within five (5) days after he/she receives such notification, the Superintendent will notify the less senior unit member that he/she is to be displaced. A unit member who is to be displaced pursuant to this section will have the same displacement rights vis-a-vis less senior unit members as a unit member who is to be laid off pursuant to Section 1(a-c) above.
4. For purposes of this Article to determine layoff, seniority will be defined according to the provisions of Article V, Section D.3. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority. When seniority is equal, ability to perform work in question will be determinative.
5. The seniority list shall be posted by September 30<sup>th</sup> and January 30<sup>th</sup> of each program year. The Superintendent will at all times have posted in the staff lounge of the school a current seniority list which will be available for inspection during regular working hours by any unit member and/or the Association.
6. If there is a vacancy in a bargaining unit position, laid off unit members who are certificated and qualified (non-certified) to perform the work in question, as per minimum requirements of the job description, will be recalled in seniority order.
7. If a laid off unit member has displaced another unit member or has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with this Article.

Notwithstanding the language in Section B.6 in this Article, any bargaining unit member who is displaced (bumped) from their current position to another position by a more senior bargaining unit member, shall be given first choice over any laid

off bargaining unit members to return to the position from which he/she was displaced should a vacancy occur in that position. This option of having first choice to return to the previous position from which they were displaced, shall only be available for a period of two (2) years from the date the displaced unit member assumes the other position.

8. Notice of recall will be given by registered mail to the last address given to the Board by the unit member. A copy of the notice of recall will be given to the Association. If a unit member fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
9. A unit member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
  - a. Waives his/her recall rights in writing
  - b. Resigns
  - c. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position.
  - d. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such unit member is sick or injured. If a unit member has secured temporary employment elsewhere, he/she will be allowed ten (10) days of additional time before being required to report to work.
10. While on layoff, a unit member will have the option to remain an active participant in the Public Employees Retirement System, the State Teachers Retirement System, and/or other fringe benefit programs by contributing thereto the amount required.
11. Prior to calling outside personnel, laid-off unit members shall be called to substitute in any position for which they meet minimum substitute certification requirements.
12. All benefits to which a unit member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A unit member will not receive credit for time spent on layoff.
13. Notwithstanding any other provision in the Agreement, no vacancy in a negotiating unit position will be filled by the Board until the procedures set forth in this Article have been complied with.
14. As an alternative to reduction in force and for the reasons set forth in Sections (1) (a-c) above, the Board may consider reducing the number of hours or number of

days worked by a unit member each week with a proportionate reduction in pay. The unit member's insurance benefits shall remain the same.

## ARTICLE VII COMPENSATION

### A. LEAVE PROVISIONS

#### 1. Sick Leave

- a. All unit members in the civil service classification system earn sick leave at the rate of four point six (4.6) hours for each eighty (80) hours of service. Hours of service shall include all paid break times for twelve-month unit members. For teachers and other nine-month unit members, hours of service shall include the 45-minute duty-free lunch. This includes part-time and seasonal unit members. Credit is given for all time in active pay status, including vacation, sick leave, and overtime. It is not given for time on leave of absence or layoff.
- b. Hourly unit members' sick leave will be prorated if their usual working hours are less than forty (40) hours per week and they were not appointed as a full-time unit member with a working week of less than forty (40) hours. Therefore, a unit member with a usual work day of five (5) hours, or thirty (30) hours per week, or sixty (60) hours per bi-week will accrue sick hours per bi-week, and will be used at a rate of five (5) hours per day of illness.
- c. A unit member is to be charged for sick leave only for days upon which he would otherwise be scheduled for work. Sick leave payments will not exceed the normal scheduled workday earnings.
- d. Accumulation of unused sick leave is unlimited.
- e. Sick leave may be granted to a unit member only on the approval of the Superintendent for the following reasons:
  - (1) Illness or injury or pregnancy of the unit member or a member of his immediate family. In cases of a member of the immediate family not living in the same household, the Superintendent may credit sick leave when he believes it is justified, but in such cases, should be carefully investigated.
  - (2) Death of a member of his immediate family (sick leave usage limited to five (5) working days), in addition to bereavement leave under Section 15.

- (3) Medical, dental, or optical examination or treatment of a unit member or a member of his immediate family. (Reasonable attempts will be made to schedule appointments outside the program day.)
- (4) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the unit member; or when through exposure to a contagious disease, the presence of the unit member would threaten the health of others.
- (5) Pregnancy and/or childbirth and other conditions related thereto. Any unit member who becomes pregnant shall, upon request made to the appointing authority, be granted leave of absence from work for maternity purposes. The date of departure and the date of return to work shall be selected by the unit member and she shall notify the appointing authority of these dates as far in advance as it is practicable. The unit member at her option, may utilize any or all of her accrued sick leave, auxiliary days, and vacation leave for maternity purposes; after accrued sick leave, auxiliary days, and vacation leave are exhausted, the unit member shall be placed on maternity leave of absence without pay, not to exceed one (1) year. An appointing authority who has reasons to believe that a unit member is unable to fulfill usual duties by reasons of pregnancy, may request in writing that said unit member begin sick leave, vacation leave, and/or maternity leave without pay, at the unit member's option, at an earlier date than the unit member has selected.
- (6) Definitions of immediate family: grandparents, brother, sister, stepchild, stepbrother, half-brother, stepsister, half-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, aunt, uncle, child, grandchild, a legal guardian or other persons who stand in place of a parent -- loco parentis.
- (7) A sick leave form is to be filled out via the computer when sick leave is requested, or within 24 hours of returning from such leave. A supervisor or the Superintendent has the right to request medical verification based on just cause. If a unit member is absent three (3) or more consecutive days, a doctor's certification may be requested.
- (8) A pattern of abuse of sick leave may lead to discipline. If records indicate consistent periods of sick leave usage as outlined below, the supervisor will bring the employee's record to the attention of the Human Resources Director for review once a month. If pattern abuse can be reasonably suspected, the Human Resources Director will meet with the employee's supervisor to discuss potential abuse.



If both parties agree that potential abuse exists, the supervisor will notify the employee and schedule a meeting. The purpose of the meeting will be to discuss the potential pattern abuse and give the employee the opportunity to explain, rebut, or refute the suspected abuse. The employee will be told the purpose at the outset of the meeting and will be given an opportunity to produce documentary rebuttal evidence within 24 hours after the meeting. If a satisfactory explanation is not provided, corrective and progressive disciplinary action may be initiated.

Pattern abuse is suspected if an employee takes sick leave:

- (a) before and/or after holidays;
  - (b) before and/or after weekends or regular days off;
  - (c) before and/or after vacations;
  - (d) shortly after calling to find out sick leave balance
  - (e) as soon as sick leave has accrued, reducing balance to zero or near zero
  - (f) on the same day or days each week; and
  - (g) an entire day for a doctor's appointment of less than a day.
- (9) Falsification of sick leave shall be grounds for disciplinary action, including dismissal. Unit members who fail to comply with sick leave rules and regulations shall not be paid.
- (10) When a unit member is incapacitated and is unable to report for work, he/she shall notify, by telephone or other fast means of communication, his immediate supervisor, the Superintendent or other designated person, as soon as possible on the first day of absence. In the event a bargaining unit member is incapacitated or unable to work because of an illness or injury, and is unable to personally contact his/her supervisor, Superintendent or other designated person, then a member of the immediate family or a person living in the same household as the unit member shall contact said administrators. This notice shall not be any later than 7:00 a.m., if possible. If such notification is not made, the absence may be charged upon the recommendation of the Superintendent to leave without pay. Subsequent notification, beyond the first day of absence, shall be governed by the individual circumstances, by the Superintendent.
- (11) A unit member who becomes eligible for Worker's Compensation payment for loss of time may choose whether to use his sick leave before such payments are made. Use of sick leave is usually of greater advantage to the unit member.

NOTE: Sick leave does transfer from one public entity to another. Vacation does not; however, years of service toward vacation does.

2. Vacation Leave

a. Twelve (12) month unit members' vacation time shall be as follows:

(1)	0-1 year	no vacation
(2)	1-8 years	2 weeks
(3)	9-15 years	3 weeks
(4)	16-25 years	4 weeks
(5)	26 + years	5 weeks

b. All 12-month unit members earn annual vacation leave according to their number of years of service. For the purpose of computing this vacation leave, a unit member's "service" is defined as total service (part-time as well as full-time) accrued by the person employed.

c. Time spent in military service is to be counted, provided that the person in question was an employee of the Board for at least 90 days before entering military service. Time spent on authorized leave of absence is counted.

d. Each full-time unit member (12-month unit member) on completion of a year of service to the date of employment, is entitled to two (2) calendar weeks, excluding legal holidays, of vacation leave with full pay. Unit members earn two paid weeks until their eighth (8th) year is completed. Unit members in their ninth (9th) through their fifteenth (15th) year will earn three (3) weeks; unit members in their sixteenth (16th) year through their twenty-fifth (25th) year will earn four (4) weeks of paid vacation leave. Beginning with the twenty-sixth (26th) year of service, unit members will earn five (5) weeks of paid vacation time. Part-time seasonal unit members are not entitled to vacation leave. If full-time seasonal unit members become full time unit members, their full-time seasonal service will count in determining the total amount of service.

e. Vacation leave is earned during the time the unit member is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave. The "Anniversary Date" may be deferred because of periods of time during which the unit member is not in active pay status.

f. Vacation leave is generally to be taken by the unit member within one year from the time he or she becomes eligible for it. Effective as of each employee's anniversary date after ratification of the contract, employees are prohibited from carrying over vacation days into the next year of service.

g. Upon separation from Board service, a unit member is entitled to compensation for any unused vacation leave to his or her credit, at the time of separation. Vacation payment is not made when a unit member is granted a leave of absence. It is made for a unit member who enters active military service. Such payment is limited to the amount due but not previously used.

A unit member, who transfers from one county agency to another county agency or state agency, will be paid by the releasing agency at the time of transfer, for any unused vacation leave to his or her credit. A unit member who has less than one year of service at the time of transfer will become eligible for his or her first vacation upon completion of one year of DD service.

- h. Upon separation from Board service, including retirement, payment for earned but unused vacation leave will be made in a lump sum. The unit member will not be carried on the payroll for the purpose of liquidating his vacation balance.
- i. In case of death of a unit member, the approved unused extended and current vacation leave earned shall be paid on a pro-rated basis to the date of his or her death, in accordance with ORC Section 2113.04.
- j. Vacation may be taken in increments of at least one (1) hour. Forty-eight (48) hour notice must be given for vacation usage of 1/2 day or one (1) day. Ten (10) working days' notice shall be given for vacation of more than one (1) day to one (1) week in length. Fifteen (15) working days' notice shall be given for vacation of a week or more.
- k. If management determines that any employee has scheduled vacation leave in excess of the employee's vacation leave balance, management shall disapprove the excess vacation leave and, after consultation with the employee, shall determine which scheduled days or weeks of the employee's vacation will be removed from the calendar.
- l. All employees will be able to access their accrued unused vacation leave via the computer. At that time, the employee may elect to convert his/her unused vacation leave to sick leave or may cash up to three (3) days in at one hundred percent (100%) of his/her daily rate of pay. Conversion or payment will be included in the employee's next paycheck.
- m. If an employee leaves the employ of the DD Board, and that employee has used more vacation during that year than he/she has earned on a pro rata basis, the employee's final paycheck(s) will be reduced by the amount of vacation used but not yet earned.

### 3. Long-Term Unpaid Leave

The Board shall grant unpaid leave of absences in keeping with the following:

- a. Unpaid leave of absence shall be granted not to exceed one (1) year; normally such leave shall be granted according to one-half (1/2) year periods for the following:
  - (1) Personal injury

(2) Personal disability

b. Unpaid leave of absence shall be granted not to exceed one (1) school year; normally such leave shall be granted for a period not to exceed one-half year:

(1) Maternity

(2) Other reasons as agreed to by the Board.

c. Request for unpaid leaves of absence should normally occur at least (30) days prior to when the leave is to commence.

d. The names of the unit members on an unpaid leave of absence shall be carried on the roster and may continue group insurance benefits by paying the full premium inclusive of the Board's contribution. The unit member shall notify the Human Resources Director of his/her desire to continue insurance benefits at the time of the leave request. Normally, the premium must be paid by the first of the month in which the insurance will be in effect. In emergency situations a payment schedule will be worked out with the Superintendent.

e. A unit member returning from an unpaid leave of absence shall retain seniority rights as if fully employed and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement.

4. Association Leave

a. The Association will be granted two (2) days with pay for Association members to attend OEA state meetings and conferences, so long as the Association provides three (3) days advance written notice to the Superintendent. All expenses, except payment of a substitute, shall be borne by the Association.

b. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted unpaid leave to attend meetings of such body. Such leave shall not be counted as part of the Association leave as outlined in Section (a).

5. Extended Leave of Absence

a. A leave of absence may be granted at the discretion of the Board for a maximum of one (1) year for purposes of education, training, or specialized experience which would be of benefit to the program by improved performance at any level; or for voluntary (unpaid) service in any governmentally sponsored program of public betterment.

- b. After five (5) years of employment with the Board, a unit member may be granted a leave of absence without pay for up to one (1) year for health reasons. Request for such leaves will be supported by appropriate medical evidence.
- c. A leave of absence, without pay, may be granted by the Board for up to two (2) years for the purpose of educational betterment or continued training in the field of education through either a state supervised program or through an accredited university.

6. Professional Leave

- a. Upon request of the unit member and approval of the immediate supervisor, professional leave will be permitted for the following:
  - (1) Attendance at seminars, workshops, professional meetings or conferences that are related to the education of, or services provided for enrollees and/or their families, or that are otherwise job-related.
  - (2) Unit members may, with the approval of the Superintendent, use Professional Leave for courses that qualify a member for advancement on the salary schedule or which apply toward a degree or certification. However, reimbursement for expenses for such courses shall only be as provided in Article VII, Section D.
  - (3) Visits to programs, schools, or institutions involved in the education and/or training of students or enrollees who are multi-handicapped and/or their families; the education of young children and/or their families; or that are otherwise job-related.
- b. Unit members shall use professional leave for activities which contribute to their professional development, and which are consistent with the Board's goals and objectives. Normally, professional days will be structured to provide the maximum benefits possible for the time spent. In most cases, in order for a professional day to be approved, the member must spend at least five hours in attendance. Attendance at workshops, conferences, professional meetings or seminars or visits to programs, schools or institutions may be approved for less than five hours.
- c. Visits to Board sites must be arranged with the principal/building supervisor and unit members at the site visited, as well as approved by the member's supervisor.
- d. Visits to programs, schools and institutions as in Section (b) above, will be restricted in the months of May and June to visits which are essential to the program.

- e. Nine (9) month unit members shall be permitted three (3) professional leave days per year for continuing education and workshops as approved by the Superintendent. Twelve (12) month unit members shall be permitted five (5) professional leave days per year for continuing education and workshops as approved by the Superintendent. Additional days may be granted at the Superintendent's discretion. When using less than a full day, the member shall report to their regular assignment for the remainder of the day. Members shall be allowed to use professional leave throughout the year.
- f. Members shall be reimbursed for their actual expenses as follows:
 

(1)	Registration Fee	Actual Cost (Receipt required)
(2)	*Lodging	Actual Cost (Receipt required)
(3)	Meals	Receipt Required, maximum \$50 per day
(4)	Travel	Board rate or actual cost if public carrier is used

\*Staff may be asked to share rooms.

- g. Members shall apply for professional leave using the Request for Leave Form. One-week notice is required unless waived by the Superintendent.
- h. Supervisors may deny professional leave due to operational concerns. In most cases, no more than two members per site will be permitted to use professional leave on any workday. More can be permitted at the discretion of the immediate supervisor.
- i. The Superintendent, at his/her sole discretion, may permit additional professional leave to an individual member in excess of the limits provided in Section (e) above.

7. Personal Leave

- a. The Board grants three (3) working days for nine-month staff and three (3) working days for twelve-month staff with pay for personal leave. Notwithstanding the previous sentence, teachers and classroom assistants shall be granted a total of three (3) working days of personal leave. This leave is to be non-accumulative and is not to be taken in less than one-hour increments. These days are unrestricted.
- b. Unless used for an emergency situation, the unit member requesting the leave shall submit a "Leave Request" form via the computer at least twenty-four (24) hours in advance of the date requested to the appropriate supervisor.

- c. No more than two (2) teachers and two (2) assistants may be on scheduled personal leave on a given day, except in an emergency situation. Any dispute over which unit member is to be granted personal leave on a given day will be resolved on a first-come, first-served basis.
- d. For personal days that are used to deal with an emergency situation, the unit member shall notify the appropriate supervisor by telephone the morning that the personal leave is to be taken.
- e. Any unused personal leave will be converted to sick leave in the pay period following July 1 for 12-month employees and on the pay following the last day of school for 9-month employees.

8. Injury Leave

- a. In the event that a unit member is unable to work due to an injury inflicted by an enrollee which results in the unit member being absent, such absence will not be charged to sick leave. The unit member will receive full pay and benefits for such absence, not to exceed thirty (30) days.
- b. A physician's statement concerning the nature of the injury shall be required stating both the necessity to be absent from work and the duration of the absence.
- c. To be counted as injury leave, the unit member shall file with the Superintendent the facts of the incident.

9. Sabbatical Leave

The Board recognizes the importance of staff training and therefore shall grant sabbatical leave with partial pay to a unit member under the following conditions:

- a. The unit member shall have five (5) years experience in the program.
- b. No more than one (1) person per building shall be granted sabbatical leave at one time.
- c. A plan of professional improvement shall be submitted for the period of the requested sabbatical leave.
- d. All fringe benefits shall continue during the sabbatical leave at the unit member's expense. The partial salary shall be the difference between the unit member's regular salary for that year and the cost of the substitute (ORC 3319.131). This partial salary shall be paid to the unit member upon return to active service in their first bi-weekly check.
- e. Unit members returning from sabbatical leave shall be returned to the same assignment held prior to such leave, if at all possible.

- f. Additional sabbaticals shall be made available to unit members after completion of five (5) additional years of educational experience.
- g. One (1) year of sabbatical leave shall count as one (1) year of credit for placement on the salary schedule.
- h. Requests for sabbatical leave shall be made three (3) months prior to the start of the leave.

10. Maternity/Paternity Leave

A maternity leave of absence without pay will be granted to a unit member for the purpose of childbearing and/or child rearing as follows:

- a. A unit member who is pregnant will be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the unit member and she must notify the Board of these dates as far in advance as possible. She will include, on request, with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions. All or any portion of a leave taken by a unit member because of pregnancy or a medical disability connected with or resulting from her pregnancy may, at her option, be charged to her available sick leave and/or auxiliary days and/or vacation leave. Such total leave usage shall not exceed one (1) full year.
- b. A male unit member will be entitled upon request a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter. Such leave may also include use of accrued auxiliary days and vacation leave.
- c. A unit member adopting a minor child (i.e., eighteen (18) years of age or less) will be entitled upon request to a leave to commence at any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year, and may include use of accrued sick leave, auxiliary days, vacation leave, and/or unpaid leave of absence.

11. Military Leave

A unit member who is a member of the state militia or a reserve component of the armed forces of the United States may be absent from the program while on military training or active duty without loss of pay as set forth in the Ohio Revised Code, Section 5923.05, for a period not to exceed thirty-one (31) days in any one calendar



year. Any days exceeding the thirty-one (31) days in a calendar year shall be without pay but shall be with all other benefits.

12. Court Leave

- a. Any unit member serving as a witness, juror, or party to an employment-related legal action shall be granted all necessary leave. Said unit member shall be paid full salary. The unit member will return to the Human Resources Director any remuneration received from the court.
- b. For purposes of this Article, employment-related legal action shall not include a conflict between employer and unit member.

13. Emergency and Hazardous Leave

If, by an act of God, a unit member is prevented from reaching work on a regularly scheduled workday, such absence may be deducted from Personal Leave at the discretion of the unit member, or such absence may be on a pay deduct basis for the hours missed.

14. Bereavement Leave

- a. In the case of a death in the immediate family, the unit member may have up to five (5) days paid leave, which shall be counted as and deducted from his/her accumulated sick leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and other similar situations.
- b. In the case of the death of a close personal friend, a nephew or a niece, the unit member may use one (1) day of sick leave.

15. Family and Medical Leave Act

The parties each agree to abide by the provisions and regulations of the Family and Medical Leave Act and copies of the provisions of this Act shall be made available by the administration to all unit members.

16. Calamity Day

If any unit member has an approved paid leave day on which a calamity day is declared, the unit member shall not be charged for taking the day of paid leave.

17. Short-Term Unpaid Leave

Short-term unpaid leave may be granted in the discretion of the Superintendent. Short-term unpaid leave for non-medical reasons must be pre-approved by the Superintendent and cannot be granted after it is taken. If pre-approval is not obtained, the day(s) taken will be considered unexcused absence(s) and will

necessitate payment by the employee of the Board share as well as the employee share of the employee's health insurance premium for the day(s) taken.

Short-term unpaid leave for medical reasons may be approved by the Superintendent after it is taken but will necessitate a doctor's excuse and payment by the employee of the Board share as well as the employee share of the employee's health insurance premium for the day or days of absence.

## B. ECONOMIC BENEFITS

### 1. Payroll Practices

- a. Association Dues will be deducted in twenty-six (26) equal payments beginning with the first pay period in October.
- b. Written authorization for payroll deduction must be provided by the unit member. The Association Treasurer shall submit all authorizations to the Auditor prior to a time mutually agreed to by the Auditor and the President of the Association. Association membership is annual with the membership year being September 1 through August 31.
- c. Authorization will continue in succeeding years unless a written withdrawal is given to the Auditor prior to August 31st, annually. Within five (5) days of receipt of such request, the Auditor will notify the Association President of the name(s) of said unit member(s).

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association President and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

- d. The unit member will be provided via the computer the amount of leave days, vacation days, auxiliary days, and overtime pay accumulated.
- e. Other deductions shall be arranged with the Auditor's office. Those other current deductions shall continue to be made.

- f. Regular unit members shall normally be paid in twenty-six (26) equal bi-weekly installments. A small variation in amount due to averaging is acceptable.

2. Salary Placement

- a. For purposes of salary schedule placement, Appendix C – Salary Placement Schedule will be used.
- b. Credit hours shall be defined as quarter hours as per section (d) below. Semester hours shall be converted to quarter hours. In-service hours shall be converted to quarter hours on the basis of one (1) quarter hour equals ten (10) workshop hours. Professional Development hours shall be converted so that one (1) CEU shall equal (1) one workshop hour. All hours earned from the date of hire at the Coshocton County DD shall count towards increasing a bargaining unit member’s annual salary or hourly rate.
- c. A unit member wishing to increase his or her pay shall offer proof of completion of hours to the Superintendent or designee and shall receive such change within thirty (30) calendar days of submitting such proof.
- d. A non-degree bargaining unit member who completes additional hours as a Coshocton County DD employee shall increase his/her annual salary or hourly rate as follows:
  - + 15 quarter hours/+ 10 semester hours or 150 workshop hours = 2% raise
  - + 30 quarter hours/+ 20 semester hours or 300 workshop hours = 2% raise
  - + 45 quarter hours/+ 30 semester hours or 450 workshop hours = 2% raise
  - + 60 quarter hours/+ 40 semester hours or 600 workshop hours = 2% raise
  - + 75 quarter hours/+ 50 semester hours or 750 workshop hours = 2% raise
- e. A degreed bargaining unit member who completes additional hours as a Coshocton County DD employee shall increase his/her annual salary as follows:
  - BA+15 = 4% raise
  - MA = 4% raise
  - MA+15 = 4% raise
  - MA+30 = 4% raise

3. Supplemental Pay

- a. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract.
- b. The Board shall offer supplemental contracts in accordance with the provisions of Article VI.

- c. Supplemental contracts and compensation for said contracts shall be mutually agreed upon by the Board and the Executive Committee of the Hopewell Education Association on a yearly basis prior to the September Board meeting.
- d. Mutually agreed upon supplemental contracts and compensation for said contracts shall be added yearly as an appendix to the Master Agreement following the September Board meeting.

4. Observed Holidays

- a. The following ten (10) days are to be observed as holidays with no loss of pay for all unit members:
  - (1) Independence Day (July 4)
  - (2) Labor Day (1st Monday in September)
  - (3) Columbus Day (2nd Monday in October)
  - (4) Veterans Day (November 11)
  - (5) Thanksgiving Day (4th Thursday in November)
  - (6) Christmas Day (December 25)
  - (7) New Year's Day (January 1)
  - (8) Martin Luther King Day (3rd Monday in January)
  - (9) Presidents' Day (3rd Monday in February)
  - (10) Memorial Day (as per Ohio law)
- b. Unit members who work on a holiday may take a compensatory day off within the school year or be paid time and one-half (1-1/2) to be decided by said unit member.
- c. A signed statement shall be submitted by the unit member to the Superintendent, for prior approval, for which compensatory time will be sought and its expected duration. Upon completion of the activity, a signed statement indicating the actual duration of the activity shall be submitted to the Superintendent.

5. Severance Pay

The Board shall pay each unit member at the time of retirement fifty percent (50%) of all unused sick leave with a maximum allowance of seventy-five (75) days at his/her current per diem rate. Payment is to be made upon notification from retirement board of actual retirement. A retiring unit member may request that such severance pay be deferred until January of the next calendar year.

6. Overtime Pay

Unit members who are requested to participate in any activity not occurring during regular scheduled work hours, beyond a forty (40) hour work week, shall be paid

time and one-half (1-1/2) per hour, as calculated from the individual's current salary. Overtime pay shall be paid at regular bi-weekly pay periods.

7. Compensatory Time

In the event that home visits, Step Up To Quality Trainings, IEP conferences, or IFSP conferences are required to occur outside of the regular workday, compensatory time shall be granted on the following basis:

- a. earning of compensatory time must be approved in advance by Superintendent or designee
- b. must be at least ½ hour to be eligible for compensatory time
- c. compensatory time will be calculated in 15-minute increments
- d. must be used within 2 weeks of being earned unless other arrangements have been made with Superintendent or designee
- e. compensatory time can only be used with approval of Superintendent or designee

8. Board Retirement Pick-Up

- a. Except as otherwise indicated in Section 4 below, the total amount of the statutorily-required unit member contribution to the Public Employees Retirement System of Ohio (PERS) and/or the State Teachers Retirement System (STRS) shall be withheld from the gross pay of each full-time unit member and shall be assumed and paid by the County. This payment is paid in lieu of contributions to PERS or STRS by each person within the bargaining unit. No person subject to this contribution shall have the option of choosing to receive the statutorily required contribution to PERS or STRS directly instead of having it "picked-up" by Coshocton County or of being excluded from the "pick-up".
- b. The pick-up provided herein applies to all unit members who are contributing members of PERS or STRS.
- c. The Auditor of Coshocton County will implement all procedures necessary in the administration of the pay of all persons in the bargaining unit to effectuate the pick-up of the statutorily required contributions to PERS or STRS so as to enable them to obtain the resulting federal and state tax deferments.
- d. In addition to the "pick-up" referenced in Sections (a-c) above, and notwithstanding anything to the contrary in those sections, the Board will pay two percent (2%) of each unit member's statutorily required

contribution to the appropriate state retirement system for those unit members hired before July 1, 2016.

9. Wage Increase

- a. Effective July 1, 2019, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive a two and one half percent (2.5%) pay increase of their current annual salary or of their current hourly rate.
- b. Effective July 1, 2020, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive a three percent (3%) pay increase of their current annual salary or of their current hourly rate.
- c. Effective July 1, 2021, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive a three percent (3%) pay increase of their current annual salary or of their current hourly rate.

10. Notification of Annual Salary and Hourly Rates

No later than the first day of each school year, a list of the annual salaries and hourly rates of pay for all members of the bargaining unit shall be provided to the President of the Hopewell Education Association and to the OEA Labor Relations Consultant who represents the Association. Additionally, no later than the first day of each school year, each member of the bargaining unit shall receive a written notice which states his/her annual salary or hourly rate of pay.

11. Sick Leave Incentive

From July 1 through June 30 of each fiscal year, twelve-month employees who use no sick leave days will receive two (2) paid days of their wages in the pay period following July 1. Nine-month employees who use no sick leave days during their scheduled work time will receive two (2) paid days of their wages in the pay period following the last day of school.

In accordance with the time periods stated in the previous paragraph, twelve-month and nine-month employees who only use one (1) sick leave day, will receive one (1) paid day of their wages.

C. GROUP INSURANCE

1. General

- a. All full-time unit members are eligible for full insurance benefits. The food service coordinator shall be considered a full-time unit member. Part-time unit members are eligible for single insurance benefits and may pay the

difference for family insurance at the Board's rate according to the rates required in sections "b." and "c." below. The Board selects all insurance carriers.

- b. Unit members hired before July 1, 2016 will contribute \$6.92 per pay for single health insurance coverage and \$23.08 per pay for family health insurance coverage through payroll deduction.
- c. Unit members hired on or after July 1, 2016 will contribute \$13.86 per pay for single health insurance coverage and \$46.16 per pay for family health insurance coverage through payroll deduction.
- d. Unit members, who decline family health insurance, shall receive three thousand dollars (\$3,000.00) annually for each year they decline family health insurance coverage.
- e. Unit members, who decline single health insurance, shall receive fifteen hundred dollars (\$1,500.00) annually for each year they decline single health insurance coverage.
- f. Unit members who annually decline health insurance coverage as per sections "d." and "e." above, shall receive quarterly payments which total the applicable amount of either \$3,000 or \$1,500. These payments will be included in their last pay of March, June, September, and December.
- g. Unit members, who annually decline health insurance coverage as per sections "d." and "e." above and who are subject to a life changing event, shall be eligible to enroll in either a single or a family health insurance plan as soon as possible under the stipulations of the health insurance provider's plan document.

## 2. Group Life Insurance

- a. The Board will provide \$25,000 group life protection for each full-time unit member of the district from a licensed carrier in the State of Ohio, which is to be one hundred percent (100%) paid by the Board. If allowed by the carrier, the unit member may purchase another \$25,000 at the Board's rate through payroll deduction at the unit member's expense. In addition, unit members' spouses will be provided with a \$5,000 life insurance policy, and unit members' minor dependents will be provided with a \$1,000 life insurance policy.
- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premiums shall be paid

by the unit member at the group rate for the specified time of the leave approved by the Board.

- d. The specifications of any life insurance plan will not be changed for the duration of the contract, from the specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

3. Basic Hospital Surgical Insurance

- a. The Board shall purchase from an insurance carrier licensed by the State of Ohio, basic hospital surgical insurance coverage for each unit member and his/her family upon request.
- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any insurance plan will not be changed, for the duration of the contract, from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association. Notwithstanding the previous sentence, effective January 1, 2014, the deductible for a single insurance plan shall be two hundred and fifty dollars (\$250.00) and the deductible for a family insurance plan shall be five hundred dollars (\$500.00).

4. Major Medical Insurance

- a. The Board will pay the premium for Major Medical for all unit members (and their dependents) who are under contract with the Board.
- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any Major Medical plan will not be changed, for the duration of the contract, from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association. Notwithstanding the previous sentence, effective January 1, 2014, the deductible for a single insurance plan shall be two hundred and



fifty dollars (\$250.00) and the deductible for a family insurance plan shall be five hundred dollars (\$500.00).

5. Dental Insurance

- a. The Board shall purchase group dental insurance coverage from a carrier licensed by the State of Ohio, for each unit member and his/her family.
- b. For a unit member who leaves the system, he/she will no longer be covered by insurance when the resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. Effective January 1, 2017, the specifications of any dental plan shall pay a maximum of \$1,500.00 annually for all dental work, excluding orthodontics which shall have a lifetime maximum \$2,000.00 per covered individual. Said benefits will not be changed, for the duration of the contract from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

6. Prescription Drug Insurance

The Board shall provide prescription drug insurance through an approved carrier for each unit member and his/her family. Such prescription coverage shall be subject to a \$15.00/\$25.00/\$40.00 deductible per prescription. There will also be a mail order drug plan available for ninety (90) day supplies of maintenance drugs, subject to a deductible of \$30.00/\$50.00 per prescription.

7. Vision Insurance

The Board shall purchase, at no cost to the unit member, vision insurance through an approved carrier for each unit member and his/her family. Such coverage shall include an examination, lenses, and frames every twenty-four (24) months.

8. Liability Insurance

The Board shall purchase, at no cost to unit members, liability insurance through an approved carrier licensed by the State of Ohio.

D. REIMBURSEMENT FOR APPROVED COURSEWORK

1. Purpose

The purpose of this policy is to allow coursework to become affordable to any unit member desiring to improve his/her job performance.

2. Eligibility

Any full-time unit member is eligible for reimbursement for a course taken through an accredited facility. In any case, the maximum allowable reimbursement for course work completed during a program year is \$1,500.00, except for a teacher pursuing courses toward a Master's degree, in which case the maximum reimbursement will be \$2,250.00. The Board's total maximum expenditure for teachers pursuing Master's degrees shall be \$10,000.00 per program year. For the purpose of this section, the "Program Year" runs from September 1 through August 31. Reimbursement will be made upon proof of satisfactory completion of such coursework with a grade of "C" or better or a grade of "Pass" in a Pass/Fail course. A unit member shall remain in the employ of the Board for twelve (12) months subsequent to completion of said coursework. Failure to comply with this requirement will necessitate reimbursement to the Board.

3. Procedure

- a. Any request for reimbursement for a course can only happen after the following procedure is followed:
  - (1) The course(s) must be approved by the Superintendent in advance as:
    - (a) A course(s) that would aid the unit member in performance of his/her daily work, and/or
    - (b) A course(s) that would apply toward the employee's current certification, or to another certification or degree that is approved by the Superintendent.
- b. Before reimbursement, proof of successful completion of the course must be given to the Superintendent within ninety (90) days from when the course grade has been officially posted by the school's registrar or by other school official responsible for grade postings. Payment for approved courses shall be made by the Board within thirty (30) days after completion of the above procedure.
- c. Leaving work prior to stated employee hours, absence from required meetings, etc., for the purpose of making academic classes will be permitted at the discretion of the Superintendent. Concerns of this nature should be stated prior to enrollment in the class(es). Professional leave, personal leave, and vacation leave may be used for this purpose in accordance with the provisions of this contract.

**ARTICLE VIII**  
**JOB DESCRIPTIONS**

Custodian/Maintenance

Minimum Qualifications:

1. Ability to read and comprehend instructions and blueprints
2. Ability to perform simple math

Hours: Flexible

1. Carry out a daily routine of cleaning inside the school building and maintaining outside of both buildings.
2. Dispense supplies at the school.
3. Carry out a routine of buffing, stripping, and waxing floors.
4. Summer cleaning.
5. Set up school for school-related meetings or school-related special events.
6. Supervise activities of enrollees/assistants.
7. Maintain a working relationship with staff, enrollees and the public.
8. Maintain professional ethics in keeping with the confidentiality of information and materials.
9. Mow and maintain grounds.
10. Perform general and preventative maintenance duties at both facilities which may include replacing light fixtures, bulbs, minor plumbing repairs, etc.
11. Conducts building and grounds inspections with Facility Manager.
12. Perform job-related duties during working hours, as requested by the administration
13. Must have a valid driver's license and be able to use own vehicle for transport.

## Food Service Coordinator

Minimum Qualifications: Knowledge of health and safety rules pertaining to food service; knowledge of food preparation equipment, appliances, and utensils; ability to perform simple math; ability to safely operate a food transportation vehicle; ability to work with people.

Hours: Normally, 8:15 - 2:15 (the number of hours is flexible based upon need)

1. Bring prepared meals over from the Coshocton County Career Center, set up and serve meals to enrollees and staff.
2. Return pots, pans, and other utensils to the Coshocton County Career Center.
3. Be responsible for the hygienic cleanliness of utensils, kitchen area, and related equipment.
4. Order, inventory and store all supplies necessary for the lunch and snack program.
5. Supervise the training activities of those enrollees placed under his/her supervision.
6. Maintain a working relationship with staff and the public.
7. Maintain professional ethics in keeping with the confidentiality of information and materials.
8. Perform job-related duties, during work hours, as requested by the administration.
9. Act as job coach doing enrollee supervision and training.
10. Do laundry (clothing protectors, towels).
11. Prepare cafeteria for inspections by outside agencies.
12. Must have a valid driver's license and be able to use own vehicle for transport.
13. Collect and deposit all lunch program monies and keep records of enrollee and staff accounts for the lunch program.
14. Phone in the lunch count to Coshocton County Career Center.
15. Pick up breakfast items from Coshocton County Career Center for the next Day's breakfast.
16. Fill out breakfast report each day and deliver with lunch pick-up that day.
17. Bus duty.
18. Shop for snack items as necessary.

## Instructor

Minimum Qualifications: BA plus certification in teaching area or ability to obtain such certification/licensure per ODE rules/regulations.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Plan, coordinate, and develop an Individual Education Plan, based on accepted evaluative procedures for each enrollee under his/her instruction at the time of initial placement and as scheduled thereafter. Transition plan as appropriate.
3. Develop daily lesson plans that cover those goals and objectives specified in current IEP as well as other appropriate classroom activities.
4. Plan and develop materials for classroom use appropriate for the development of goals and objectives specified in IEP.
5. Instruct enrollees in the areas included in the enrollee's IEP.
6. Plan, coordinate, document, and implement behavior management programs when appropriate, and as approved by the Superintendent/Behavior Management Committee.
7. Document enrollee progress as necessary.
8. Plan and assist with direct care to individual enrollees as necessitated by their handicap.
9. Familiarize the classroom assistant with the daily lesson plans and those areas where assistance is needed.
10. Load and unload enrollees from buses.
11. Supervise volunteers as requested by Superintendent.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow instructors, specialists, ancillary professionals, local school district officials, school administration, and county agencies in order to facilitate continuity of programming.
14. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by Superintendent.

15. Maintain professional ethics in keeping with the confidentiality of information and materials.
16. Perform job-related duties, during work hours, as requested by the administration.
17. Must have a valid driver's license and be able to use own vehicle for transport.
18. Share responsibilities with the direct care of individual enrollees as necessitated by their handicap. Be able to operate therapy equipment and be responsible for feeding enrollees and assisting with their activities of daily living after being trained annually and signed off by a trained therapist.

## Instructor - Preschool

Minimum Qualifications: BA plus Department of Education Certificate of License with Early Childhood Education Validation. In-service training as required for unit licensure.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Plan, coordinate, and develop an Individual Education Plan, based on accepted evaluative procedures for each enrollee under his/her instruction at the time of initial placement and prior to the beginning of each school year thereafter.
3. Develop appropriate early childhood activities.
4. Plan and develop materials for classroom use appropriate for the development of goals and objectives specified in IEP.
5. Instruct enrollees in the areas included in the enrollee's IEP.
6. Plan, coordinate, document, and implement behavior management programs when appropriate, and as approved by the Superintendent/Behavior Management Committee.
7. Document enrollee progress as necessary.
8. Plan and assist with direct care to individual enrollees as necessitated by their handicap.
9. Familiarize the classroom assistant with the daily lesson plans and those areas where assistance is needed.
10. Load and unload enrollees from buses.
11. Supervise volunteers as requested by Superintendent.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow instructors, specialists, ancillary professionals, local school district officials, and school administration in order to facilitate continuity of programming.
14. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by Superintendent.

15. Maintain professional ethics in keeping with the confidentiality of information and materials.
16. For pre-school teachers, assist in compliance with licensing procedures.
17. Perform job-related duties, during work hours, as requested by the administration.
18. Must have a valid driver's license and be able to use own vehicle for transport.
19. Share responsibilities with the direct care of individual enrollees as necessitated by their handicap. Be able to operate therapy equipment and be responsible for feeding enrollees and assisting with their activities of daily living after being trained annually and signed off by a trained therapist.



## Instructor Assistant

Minimum Qualifications: High School Diploma and Education Aide Permit. Ability to obtain a paraprofessional certification.

1. Distribute parent/school correspondence.
2. Keep daily attendance records.
3. Collect and record monies for the daily lunch count and other activities related to the classroom.
4. Load and unload enrollees from buses.
5. Assist the classroom teacher in making and reproducing of classroom materials according to the plans developed by the classroom teacher.
6. Instruct enrollees according to plans laid out by the classroom teacher in order to enable the teacher to work individually or in small groups with the remainder of the class.
7. Instruct enrollees requiring individual assistance as specified in the daily lesson plans.
8. Instruct enrollees during the teacher's 45-minute break period as specified by instructor/lesson plans.
9. Maintain discipline in the classroom and other areas according to the manner instituted by the classroom teacher and approved by Superintendent/Behavior Management Committee.
10. Assist the classroom teacher in the keeping of accurate records.
11. Share responsibilities with the direct care of individual enrollees as necessitated by their handicap. Be able to operate therapy equipment and be responsible for feeding enrollees and assisting with their activities of daily living after being trained annually and signed off by a trained therapist.
12. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by the Superintendent.
13. Maintain professional ethics in keeping with the confidentiality of information and material.
14. Perform job-related duties, during work hours, as requested by the administration.

15. Maintain a working relationship with fellow assistants, instructors, specialists, ancillary professionals, local school officials, and school administration in order to facilitate continuity of programming.
16. Must have a valid driver's license and be able to use own vehicle for transport.
17. Acquire necessary training and experience needed to assist the classroom teacher with necessary classroom technologies as they directly correlate to the student's learning.

## Physical Therapy Assistant

Minimum Qualifications: Degree in Physical Therapy Assisting from an accredited school. Must be licensed by the State of Ohio. Physical demands: lifting and carrying equipment, patients, supplies/materials. Moderate reaching, stooping, bending, and pushing.

Hours: By mutual agreement: 1215 hours

1. Carries out physical therapy patient care programs or portions thereof as planned by and with supervision of therapist.
2. Follows established procedures and observes safety precautions in the application and use of heat, cold, light, water, sound and massage.
3. Administers procedures as planned by the Therapist and ordered by the patient's/enrollee's physician.
4. Directs and aids patients in active and passive exercise, muscle re-education, gait and functional training, utilization of pulleys and weights and specialized exercise programs.
5. Cares for braces, prosthesis, bandages and adaptive equipment. Assist patient in the use and application of such equipment.
6. Observes, records and reports to the Therapist the patient's condition, reactions and responses to treatments.
7. Acts as assistant to the Therapist when performing tests, evaluations and complete treatment procedures. May record test results as directed.
8. Participates in clerical activities. Assists with maintenance of supplies and equipment.
9. Meets position requirements within the established standards, policies and procedures of the Board and the Ohio Department of DD.
10. Maintains complete and accurate records of services consistent with Medicaid and related standards.
11. Maintain a working relationship with fellow specialists, instructors, ancillary professionals, local school district officials, and school administration in order to facilitate continuity of programming.
12. Supervise volunteers as requested by the Superintendent.
13. Attend, during school hours, those conferences, workshops, seminars and meetings related to the program in order to enhance professional growth as requested by the Superintendent.

14. Maintain professional ethics in keeping with the confidentiality of information and materials.
15. Perform job-related duties, during work hours, as requested by the administration.
16. Must have a valid driver's license and be able to use own vehicle for transport.

### Occupational Therapy Assistant (school-based practice)

Special Requirements: Initial certification as an occupational therapist assistant by the National Board for Certification of Occupational Therapy (NBCOT). Current license as an occupational therapist assistant by the Ohio Board of Occupational Therapy.

Hours: By mutual agreement: 1215 hours

1. May contribute to the occupational therapist's evaluation of student's abilities through a variety of functional, behavioral, and standardized assessments, data collection, checklists, and interviews with family, student and educational personnel, and observations once competency has been demonstrated.
2. May contribute to the occupational therapist's development of individualized intervention plans.
3. Based on the intervention plan selects and implements therapeutic interventions to enhance student performance in areas of occupation, safety, and social participation within the school environment.
4. Based on the intervention plan modifies environment including equipment, materials, devices, and adapts processes including the application of ergonomic principles.
5. Explains intervention techniques to student, parents, and educational personnel.
6. Continuously monitors through observation and consultation student progress and the effect of intervention and need for continuation, modification, or termination. Communicates this information to the occupational therapist.
7. Documents occupational therapy intervention services and maintains administrative records in accordance with state guidelines, school policy, and reimbursement standards.
8. Participates in multi-disciplinary team meetings to communicate student progress.
9. Maintains, organizes, and prioritizes workload and treatment environments including inventories.
10. Uses professional literature to make informed practice decisions.
11. Uses good time management skills.
12. Maintains valid driver's license and is able to use own vehicle for travel.

## Nurse

Minimum Qualifications: (1) Must hold valid license from State of Ohio Nursing Board for RN/LPN; (2) must be able to meet nursing certification requirements; (3) must have valid driver's license and be able to use own vehicle for transport.

Hours: Minimum work hours of the nurse are 1240 per year, verified by biweekly timesheets. Of these hours, 1,176.50 shall be worked during the school year and 63.50 shall be worked in the summer.

1. Acting on physician's orders, follows procedures for the dispensing of medication (oral, topical, rectal, and injections); maintains medication accountability records; maintains medication equipment and supplies; performs skilled nursing procedures (e.g., applies and changes sterile dressings, catheterizes, provides in-service to staff, first aid, etc.)
2. Performs screenings such as blood pressure, communicable and nuisance diseases; makes referrals, etc. Sets up yearly vision and dental screenings with local doctors.
3. Maintains records and reports (reports to physicians); maintains first aid supplies. Coordinates schedule with other nursing staff.
4. Assists with development of health-related policies and revisions of current policies.
5. Investigates staff and student incidents/accidents; provides preventive health care services (e.g., head lice screenings and health counseling).
6. Participates as a member of the interdisciplinary team working with other professional staff in assessing, developing, implementing, evaluating, and modifying the Individual Education Plan/Individual Plan, in accordance with habilitation center guidelines.
7. Acts as liaison between patients and community and state health care providers, refers patients to appropriate resources for health care. Acts as a resource to health, safety and medical areas (nutrition, fitness and hygiene) regarding enrollees.
8. Assists with gastric feedings and other consumer services, as required.
9. Orders materials and equipment and maintains first aid supplies.
10. Coordinates blood-borne pathogens training and OSHA related in-services.
11. Coordinates assignment, training, monitoring and record keeping for delegated nursing.
12. Must be available, as needed, for emergency response during work hours.
13. Other related duties.
14. Must have a valid driver's license and be able to use own vehicle for transport.

15. Notwithstanding the statement in number 13 above regarding quality assurance checks, the nurse, who is currently employed as of the effective date of this Master Agreement (July 1, 2016), is not required to perform any quality assurance checks unless requested in writing by the Superintendent, or designee. In the event the Superintendent, or designee, does make a written request for the currently employed nurse to perform quality assurance checks, she shall be paid her hourly rate on a pro-rated basis for such duties. This paragraph and paragraph 13 above shall be immediately deleted from this job description and no longer be in effect should the currently employed nurse leave the employee of the Coshocton County Board of Developmental Disabilities.

**ARTICLE IX**  
**DURATION**

- A. This Master Agreement shall be in full force and effect from 12:01 A.M., July 1, 2019 through midnight on June 30, 2022. The parties may reopen this Master Agreement by mutual agreement on salary and benefit only, provided the membership of the Hopewell Education Association has voted to reopen by a major vote of its membership at a membership meeting scheduled in accordance with its Constitution and By-Laws. In the event the parties do reopen negotiations on salary and benefits there shall be a negotiations period of not more than thirty (30) days from the initial bargaining session. If the parties are unable to reach a tentative agreement on said items within the specified time period, then all provisions of this Agreement, including salary and benefits, shall remain unchanged for the duration of the Agreement.
- B. If either party desires to negotiate a successor to this contract, that party shall give written notice to the other party in accordance with Section 4117 of the Ohio Revised Code.
- C. By affixing our signatures, we affirm that our respective parties have taken necessary action to enter into this contract.

*Jamie Hammudley*  
President of the Board

Date 8/21/19

*J.R. Carter*  
Superintendent

Date 8-13-19

Attorney and Chief Negotiator

Date \_\_\_\_\_

*Ripuelle Hardesty*  
Hopewell Education Association President

Date 8-19-19

*Barry McClintock*  
Hopewell Education Association  
Bargaining Chairperson

Date 8-19-19

*Amy Krawtchunsky*  
OEA Labor Relations Consultant

Date 8-27-19



**MEMORANDUM OF UNDERSTANDING  
REGARDING  
JOB EVALUATION**

A Job Evaluation Committee of labor and management will convene to review, reevaluate and redesign a mutually agreed upon evaluation for improved professional growth and quality management. Representatives from labor will be selected by HEA and representatives from management will be selected by the Superintendent.

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

\_\_\_\_\_ Date of Informal Level One Discussion

\_\_\_\_\_ Name of Grievant

\_\_\_\_\_ Building

LEVEL TWO  
(Submitted to Immediate Supervisor)

A. Date Grievant Knew or Should Have Become Aware of Alleged Infraction:

\_\_\_\_\_

B. Section(s) of the Master Agreement allegedly violated:

\_\_\_\_\_

C. Statement of Grievance (specific allegations):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Grievant

\_\_\_\_\_ Date Given to Supervisor

Disposition by Supervisor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Immediate Supervisor

\_\_\_\_\_ Date of Disposition

\_\_\_\_\_ Signature of Grievant

\_\_\_\_\_ Date Received From Supervisor

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Submitted to Superintendent

LEVEL THREE  
(Submitted to Superintendent)

Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date of Disposition

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Rec'd. from Superintendent

LEVEL FOUR

(Submitted through Superintendent to DD Board or to FMCS Mediation)

Disposition by DD Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative

\_\_\_\_\_  
Date of Disposition

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Rec'd. from Board Representative

LEVEL FIVE

(Submitted to Arbitration)

\_\_\_\_\_  
Signature of Association  
President or his/her designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date Received

(Additional statements may be attached.)

## SALARY PLACEMENT SCHEDULES

The purpose of the Salary Placement Schedule is to determine the annual salary, or hourly rate, for newly-hired employees as well as for those current employees who transfer from one bargaining unit position to another.

### A. Newly-Hired Employees

Newly-hired employees shall be given by the Superintendent up to ten (10) years of credit for previous work experience with verification from a previous employer. Salary placement shall be determined as follows:

1. A newly-hired Instructor’s salary shall be determined on the INSTRUCTOR schedule by first identifying the employee’s years of previous work experience number which is listed in the YEARS column, and also identifying their appropriate higher education degree which is either the BA or MA column (see Appendix C – Section C). The employee’s salary is then found in the appropriate degree column directly across from the previously determined years of experience number.
2. The wages of all other newly-hired employees shall be determined as follows:
  - (a) First, the employee’s position is identified from one of those listed in the Position column on either the HOURLY EMPLOYEES or the SALARIED EMPLOYEES wage schedules (see Appendix C – Section D, 1 or D, 2). Once the employee’s position has been identified, his/her hourly wage rate can be found listed in the Hourly Rate column directly across from that position.
  - (b) Next, the employee’s years of experience number shall be identified in the YEARS column on the HOURLY AND SALARIED EMPLOYEES PLACEMENT INDEX schedule (see Appendix C – Section D,3). Finally, to determine the employee’s hourly wage/salary, the amount of money listed in the RATE column, directly across from the years of experience number, shall be added to the hourly rate determined in (a) above.

### B. Transfer of Existing Employees

Existing employees who transfer to an Instructor position will be placed at Step 0 on the Instructor section of the Salary Placement Schedule unless they have previous certificate/licensed teaching experience (see Appendix C – Section C for this schedule). All other existing employees who transfer to a new job classification position will be given fifteen cents (\$0.15) per hour up to twenty (20) years on the listed rates for each year of service on either the Hourly Employees or Salaried Employees sections of the Salary Placement Schedule (see Appendix C – Section D, 1 and Section D, 2 for these schedules).

No employee moving from position to position will lose their program seniority and years of service for benefit purposes. In addition, no annual salary or hourly rate shall be paid below any state minimum salary or hourly rate provided for under Ohio law or regulations.

C. INSTRUCTOR

YEARS	BA	MA
0	28,740	32,049
1	29,834	33,398
2	30,929	34,747
3	32,024	36,097
4	33,118	37,446
5	34,213	38,795
6	35,307	40,144
7	36,402	41,493
8	37,497	42,842
9	38,622	44,127
10	39,781	45,451

D. SALARY PLACEMENT SCHEDULES FOR NON-INSTRUCTORS

1. \*HOURLY EMPLOYEES

<u>Position</u>	<u>Hourly Rate</u>
Custodian	\$13.15
Food Service Coordinator	\$10.50 Should the Ohio minimum wage raise above this amount during the life of this contract, this amount shall automatically increase at the same rate.
Nurse (LPN)	\$17.80
Nurse	\$22.44

\*No Hourly Employee shall be paid below the federal minimum hourly rate.

2. \*SALARIED EMPLOYEES

<u>Position</u>	<u>Wages</u>	<u>Hourly Rate</u>
Instructor Assistant	\$13,548.00	\$11.09
Physical Therapy Asst.	22,625.00	20.46
Occupational Therapy Asst.	44,434.00	36.57

\*No Salaried Employee shall be paid below the federal minimum hourly rate.

3. HOURLY AND SALARIED EMPLOYEES PLACEMENT INDEX

YEARS	RATE
0	\$0.00
1	0.15
2	0.30
3	0.45
4	0.60
5	0.75
6	0.90
7	1.05
8	1.20
9	1.35
10	1.50

**MEMORANDUM OF UNDERSTANDING**

This Memorandum Of Understanding is made on this 27 day of March, 2013 by and between the COSHOCTON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, hereinafter "BOARD", and the HOPEWELL EDUCATION ASSOCIATION OEA/NEA LOCAL, hereinafter "ASSOCIATION", and certain individuals listed in paragraph number 1 who have signed this Memorandum, in order to set forth additional terms and conditions to the current Master Agreement for members of the bargaining unit who will be affected by a Reduction In Force effective March 27, 2013, through June 30, 2013, hereinafter "RIF".

**WHEREAS**, the BOARD intends to eliminate its Adult Services Program which will in turn cause a RIF of bargaining unit members, and

**WHEREAS**, the BOARD and the ASSOCIATION have already agreed to provisions in the current Master Agreement which provide members of the bargaining unit certain rights when a reduction in force occurs; and

**WHEREAS**, the BOARD is willing to provide additional rights, and also wants to apply limited restrictions, to certain members of the bargaining unit who will be affected by the RIF effective March 27, 2013, through June 30, 2013;

**NOW, THEREFORE, BE IT RESOLVED**, that the BOARD and the ASSOCIATION mutually agree that:



1. The positions held by Nicholas Brunnegraff, Constance Carnes, Robert Chaney, Mona Eick, Deanna Guilliams, Dave McCarty, Randy Stull and Terry Williams, will be eliminated due to a RIF effective March 27, 2013, through June 30, 2013.
  
2. Notwithstanding paragraph number 1 in this Memorandum of Understanding, Constance Carnes and Mona Eick shall have the option of not being laid off and instead they may be retained in the employ of the Board until they reach thirty (30) years of PERS service, provided they agree to retire upon obtaining their thirty (30) years of PERS service. The offer by the BOARD for said employees to work until they reach thirty (30) years of PERS service does not preclude it from administering to them, if necessary, any of the disciplinary actions listed under Article IV, Section F, 4, 1, (c) of the current Master Agreement.
  
3. If Constance Carnes and Mona Eick agree not to be laid off but instead decide to remain employees of the BOARD, they shall be reassigned to different bargaining unit positions that will not be subject to the posting and voluntary transfer provisions in Article VI of the current Master Agreement. Said positions may include working for other developmental disabilities providers during their remaining employment with the BOARD. During all times, whether working for the BOARD or working for other providers, Ms. Carnes and Ms. Eick will remain in the bargaining unit and employees of the BOARD and shall retain their salary and insurance benefits, and all other rights and privileges afforded to them in the Master Agreement, except for the following modifications:

- a) Ms. Carnes and Ms. Eick shall be entitled to any future salary increases, as per Article VII of the Master Agreement that are negotiated by the Hopewell Education Association, whether they are assigned to positions that require work directly for the BOARD, or are assigned to work for providers other than the BOARD
  - b) During their remaining employment with the BOARD Ms. Carnes and Ms. Eick shall not be permitted, as per Article VI of the current Master Agreement, to exercise their voluntary transfer rights to other positions in the bargaining unit, nor shall they be allowed to exercise their right to displace less senior bargaining unit members during the current RIF, or during any future reductions in force unless their positions are eliminated.
4. If any bargaining unit member listed in paragraph number 1 of this Memorandum of Understanding submits a letter of resignation to the BOARD on or before June 30, 2013, he/she shall be compensated a total of one thousand dollars (\$1,000.00) for each year of his/her employment service with the BOARD. However, if any bargaining unit member listed in paragraph 1 of this Memorandum of Understanding remains an employee of the BOARD due to exercising his/her reduction in force displacement rights, or due to being reassigned to a new position, then he/she shall not be entitled to receive such compensation.
  5. Bargaining unit members, who are laid off before June 30, 2013, may choose to be placed, in accordance with Article VI, Section B of the current Master Agreement, on the recall list from the day they are laid off until June 30, 2013. Individuals, who choose this option, shall not receive the one thousand dollars

(\$1,000.00) for each year of employment service with the BOARD unless they resign their employment on or before June 30, 2013. However should said individuals choose not to resign their employment, but choose rather to remain on the contractual recall list beyond June 30, 2013 they shall not be entitled to receive said compensation.

6. Bargaining unit members, who are not laid off until June, 30, 2013, and who choose not to resign their employment by said date but rather choose to be placed on the recall list in accordance with Article VI, Section B of the current Master Agreement, shall not be entitled to receive the one thousand dollars (\$1,000.00) for each year of employment service with the BOARD.
  
7. If any of the bargaining unit members listed in paragraph number 1 of this Memorandum of Understanding resign their employment with the BOARD on or before June 30, 2013, or are laid off due to the RIF, they shall be provided insurance coverage under the provisions in Article VII, Section C, of the Master Agreement for a period of ninety (90) days from the time they either leave the employ of the BOARD, or are laid off. If said members obtain other employment during this ninety (90) day period, which offers them insurance coverage that they take, then the BOARD will not be obligated to provide them insurance coverage under Article VII during said period. Any bargaining unit members who resign their employment with the BOARD as a result of the RIF shall be entitled to exercise their rights under the COBRA law.

8. If any of the bargaining unit members listed in paragraph number 1 of this Memorandum of Understanding resign their employment with the BOARD on or before June 30, 2013, or are laid off due to the RIF, they shall be entitled to receive their accrued vacation pay. Said unit members will not be compensated for any accrued personal leave but are entitled to take such leave before they resign or are laid off.
  
9. Constance Carnes and Mona Eick have had an opportunity to review the terms of this Memorandum of Understanding and that by signing it they agree to forfeit their rights to file civil actions, grievances, or Unfair Labor Practice charges against the BOARD and/or the ASSOCIATION, or against any of their agents in regard to any of the terms contained herein.
  
10. Nothing in this Memorandum of Understanding shall be construed by the BOARD and/or by the ASSOCIATION as setting any precedents by either party, now or in the future, with respect to the interpretation of any provisions of the Master Agreement between the parties.
  
11. Nothing in this Memorandum of Understanding shall be construed by the BOARD and/or by the ASSOCIATION as an addition, modification or deletion to the language in any of the provisions of the current Master Agreement between the parties. However, for this RIF if any provisions in this Memorandum of

APPENDIX "D"

Understanding conflict with certain provisions in the current Master Agreement  
then those conflicting provisions in this Memorandum shall prevail over them.

FOR THE BOARD

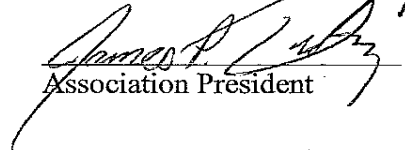


Board President

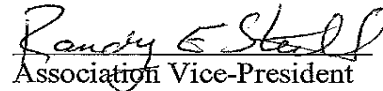


Superintendent

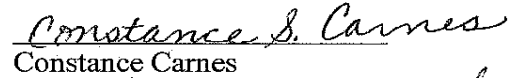
FOR THE ASSOCIATION



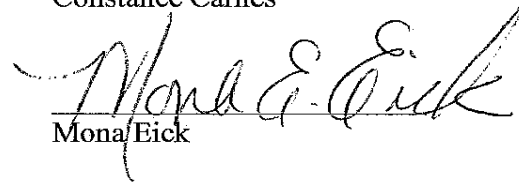
Association President



Association Vice-President



Constance Carnes



Mona Eick