



08/15/2022  
0620-04  
22-MED-01-0050  
42003

# **NEGOTIATED AGREEMENT**

**between the**

**BIG WALNUT PROFESSIONAL SUPPORT  
STAFF ASSOCIATION/OEA/NEA**

**and the**

**BIG WALNUT BOARD OF EDUCATION**

**July 1, 2022**

**through**

**June 30, 2025**

## TABLE OF CONTENTS

ARTICLE I – RECOGNITION .....	1
B. Bargaining Unit .....	1
ARTICLE II – MANAGEMENT RIGHTS CLAUSE.....	1
ARTICLE III – ASSOCIATION'S RIGHTS .....	1
ARTICLE IV – NON-DISCRIMINATION .....	3
ARTICLE V – NEGOTIATIONS PROCEDURES .....	3
A. Scope of Bargaining .....	3
B. Directing Requests .....	4
C. The Negotiations Meeting Period .....	4
D. Agreement .....	5
E. Disagreement .....	5
1. Request for Mediation .....	5
2. Mediation Process.....	5
3. Alternate Settlement Procedures .....	6
ARTICLE VI – GRIEVANCE PROCEDURE.....	6
A. Definitions.....	6
B. Purpose .....	7
C. Procedure .....	7
1. Level One – Informal.....	7
2. Level Two – Immediate Supervisor .....	7
3. Level Three – Superintendent.....	8
4. Level Four – Arbitration .....	8
ARTICLE VII – PRINCIPAL’S ADVISORY COMMITTEE.....	9
A. Purpose .....	9
B. Committee Representation.....	9
C. Agenda .....	9
D. Meetings.....	10
E. Waiver of Contractual Provisions.....	10
ARTICLE VII – DUES DEDUCTION.....	10
A. Dues Deduction .....	10



B. Association Membership .....	11
C. Membership Cancellation .....	11
ARTICLE IX – CONDITIONS OF WORK .....	12
A. Days and Hours of Work .....	12
B. Temporary Assignments.....	12
C. Overtime .....	13
D. Classification Change .....	13
E. Substitute Pay .....	13
F. Experience Credit.....	14
G. Service Credit.....	14
H. Labor/Management Committee .....	14
I. Background Checks .....	15
J. Special Recess Days/In-service/Waiver Training Days .....	15
K. Administering of Medication .....	15
L. Training .....	15
M. Secure Storage Space .....	16
ARTICLE X – CONTRACTING OUT .....	16
ARTICLE XI – REDUCTION IN FORCE .....	16
ARTICLE XII – EVALUATION-STAFF APPRAISAL.....	17
B. Purpose of Appraisal .....	18
ARTICLE XIII – LEAVES.....	19
A. Accumulation of Sick Leave .....	19
B. Sick Leave Usage.....	19
C. Pregnancy Leave.....	20
D. Illness in the Immediate Family .....	20
E. Death in the Immediate Family .....	20
F. Sick Leave Advancement.....	20
G. Emergency Circumstances.....	20
H. Attendance Incentive .....	21
I. Sick Leave Bank.....	21
2. Participation in Sick Leave Bank Benefits .....	21

3. Application for Sick Leave Bank Benefits .....	22
4. Sick Leave Bank Committee .....	22
J. Illness Disability Leave .....	22
K. Leave of Absence .....	23
L. Conditions for Granting a Leave of Absence .....	24
M. Professional Leave .....	24
N. Association Leave .....	24
O. Parental Leave .....	25
P. Jury Duty – Compulsory Court Appearances .....	25
Q. Assault Leave .....	25
ARTICLE XIV – PERSONAL LEAVE .....	26
ARTICLE XV – SCHOOL CALENDAR/VACATION/WORK WEEK .....	27
A. Work Week .....	27
B. Annual Work Schedule .....	27
C. Vacation .....	28
D. Severance Payment .....	28
E. Holidays .....	28
F. Breaks .....	29
G. Lunch Periods .....	29
ARTICLE XVI – PART-TIME ASSIGNMENTS .....	29
A. Part-time Assignments .....	29
ARTICLE XVII – TERMINATION OR DISCIPLINE .....	30
1. Level One .....	31
2. Level Two .....	31
3. Level Three .....	31
4. Level Four .....	31
5. Binding Arbitration .....	31
ARTICLE XVIII – SEQUENCE OF CONTRACTS .....	32
ARTICLE XIX – PERSONNEL RECORDS .....	32
ARTICLE XX – VACANCIES AND TRANSFERS .....	33
A. Posting Procedure .....	33

B. New Positions.....	34
C. Definitions.....	34
1. Vacant Position .....	34
2. Transfer.....	34
3. Reassignment .....	34
D. Involuntary Transfers and Reassignments of Members .....	34
ARTICLE XXI – JOB DESCRIPTIONS.....	35
ARTICLE XXII – CLASSIFICATIONS.....	35
A. Building Secretary .....	35
B. General Secretary .....	35
C. Teaching Assistants .....	35
D. Office Assistants.....	36
ARTICLE XXIII – INSURANCE .....	36
ARTICLE XXIV – SALARY .....	37
E. Longevity Payments .....	38
2019-2020 and 2020-2021 Salary Schedule.....	39
ARTICLE XXV – SEVERANCE.....	40
ARTICLE XXVI – TUITION FREE/OPEN ENROLLMENT.....	40
ARTICLE XXVII – RETIRE/REHIRE .....	41
ARTICLE XXVIII – NEGOTIATED AGREEMENT MAINTENANCE .....	41
A. Waiver of Negotiations .....	41
B. No Strike Clause.....	42
C. Conflict with Law Clause .....	42
D. Midterm Bargaining .....	42
E. Printing of Negotiated Agreement.....	42
F. Duration of Contract .....	42
ADDENDUM – A: GRIEVANCE REPORT FORM.....	44
ADDENDUM – B: SUMMARY OF BENEFITS .....	46
ADDENDUM – C: CLASSIFIED STAFF EVALUATION .....	47
ADDENDUM – D: EMPLOYEE LEAVE REQUEST FORM.....	49

## **ARTICLE I - RECOGNITION**

- A. The Big Walnut Professional Support Staff, affiliated with the Ohio Education Association, and the National Education Association, (hereinafter referred to as "the Association") is recognized as the exclusive and sole bargaining agent for members of the bargaining unit for the purposes of Collective Bargaining as defined in the Ohio Revised Code.

Recognition of the Union shall continue in 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 the Ohio Revised Code.

### **B. Bargaining Unit**

Included: All full-time and part-time classified employees including, but not limited to, all employees in the following job classifications: General Secretary, Building Secretary, Office Assistant and Teaching Assistant.

Excluded: All supervisory, managerial, confidential, and casual employees; all employees included within other bargaining units; and all other positions exempted by O.R.C. Section 4117.01 including, but not limited to, the employees in the following positions: Superintendent, Treasurer, Assistant Superintendent, Food Service Director, Assistant Treasurer, Central Office Secretary reporting to the Superintendent, EMIS Coordinator, and Payroll and Benefits Manager.

## **ARTICLE II - MANAGEMENT RIGHTS CLAUSE**

The Board of Education (hereinafter referred to as "the Board") retains all the rights, powers, duties and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate so long as such policy, rule or regulation does not conflict with a lawful provision of the Negotiated Agreement.

## **ARTICLE III - ASSOCIATION'S RIGHTS**

- A. There will be no reprisals of any kind taken against any member by reason of membership or participation in any of the Association's lawful activities.
- B. Representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the regular work day.

- C. The Board will, upon reasonable request, provide the Association with any public documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of members.
- D. During the school year, the Board shall distribute the Board's official agenda and addenda including, but not limited to, financial reports of each Board meeting, including any special meetings, via the District's e-mail system, to the BWPSSA President and Vice President at the same time a copy is sent to Board members. During the summer, the Board shall distribute the Board's official agenda and addenda, including but not limited to financial reports of each Board meeting, including any special meetings, to the BWPSSA President and Vice President, via e-mail, unless U.S. mail is requested, at the same time a copy is sent to Board members. Minutes of each Board meeting shall be posted on the school website.
- E. The Association shall have the following rights:
  - 1. The Association will have the right to use the school buildings without cost for meetings, provided there is not a conflict with the use of the space on the requested day and time and a custodian is on regular duty. The date, time, and section of the building to be used will be cleared on the calendar of the principal of that building.

If the Association is hosting a non-member on Board property, the name of the non-member will be shared with the building principal in advance of the meeting. The Association will make its best effort to directly supervise the non-member at all times while on Board property.
  - 2. The Association will have the right to use school facilities and equipment, when such use does not interfere with the regular school use. Such use shall be on school premises and any costs for expendable items shall be paid by the Association.
  - 3. The Association will have the right to use inter-school mail, employee mailboxes, and Internet e-mail. The Association has the right to place organizational materials in all members' mailboxes. Copies of all such material may be shown to the building principal, but approval from the principal will not be required.
  - 4. The Association will have the right to have a letter prepared by the Association informing members new to the District that the Association is recognized as the exclusive bargaining agent for all members in the District.
  - 5. The rights and privileges granted to the BWPSSA/OEA/NEA by this Article will not be granted to any other group or organization which purports to represent any member covered by this Negotiated Agreement.



6. Use of the District's daily inter-school mail system, individual school mailboxes, school e-mail, bulletin boards that are located in staff lounge areas, and the public address system before or after the student day, for the distribution of Association materials and information to members.
7. Two (2) Association representatives in addition to the OEA Labor Relations Consultant are permitted to address potential new members at the new staff orientation meeting, if such meeting is held. The Association and/or OEA Labor Relations Consultant shall be permitted to address the bargaining unit at annual district opening convocation an end-of-year closing ceremony, if such meetings are held.

The District shall provide an annual orientation for all newly hired staff members prior to the start of the school year. The District shall provide written notice to the Association president and vice president of the date, time, and location of all new staff member orientations not less than ten (10) calendar days prior to any orientation meeting.

The Association shall be provided with not less than sixty (60) uninterrupted minutes of time to communicate with potential new members at each new staff member orientation. Only potential new member shall stay during this portion of the orientation.

8. Permission to make announcements during school faculty meetings, provided notification is given to the Principal.
9. Representatives of BWPSSA shall be permitted to address the Board during the hearing of the public portion of Board meetings, pursuant to Board policy.

- F. To promote input from the BWPSSA, one member selected by the Executive Board and approved by the Superintendent/designee will participate on the School Calendar Committee, Insurance Committee, Academic Advisory Committee, and Facilities Committee without additional compensation.

## **ARTICLE IV - NON-DISCRIMINATION**

The Board and the Association agree that the Board's policies and practices affecting unit members and the Association's representation of the interests of unit members shall be without discrimination based on membership in the Association, race, color, national origin, creed, gender, sexual orientation, marital status, handicap, age, genetic information, ancestry, military status or the free exercise of any right guaranteed by law, government regulation under the color of law, or by this Negotiated Agreement.

## **ARTICLE V - NEGOTIATIONS PROCEDURES**

### **A. Scope of Bargaining**

The scope of bargaining between representatives of the Board and the Association shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. The parties may agree to and follow negotiation procedures and timelines different from those provided in this Agreement or Chapter 4117 of the Ohio Revised Code.

### **B. Directing Requests**

All requests for negotiations meetings shall be made in writing on or before March 15th of the year of expiration of the Negotiated Agreement. Requests initiated by the Association shall be directed to the Superintendent.

Requests initiated by the Board shall be directed to the President of the Association.

### **C. The Negotiations Meeting Period**

1. The first negotiations session shall be held within sixty (60) days of the date listed on the initial request for negotiations. When mutually agreed upon, bargaining may commence beyond the sixty (60) days.
2. Both parties shall submit at the first bargaining meeting specific written proposals for all items which each is submitting for bargaining indicating language to be added to or deleted from the existing agreement.
3. No new proposals shall be submitted by either party after the initial bargaining meeting without the consent of both parties.
4. All meetings shall be scheduled at a mutually agreeable time. If negotiations are conducted during the regular work day, no loss in pay to members shall occur.

5. Negotiation meetings shall be in executive session.
6. During the course of negotiations, agreements shall be reduced to writing, dated, and initialed by representatives of each negotiation team.
7. Each bargaining team shall have no more than six (6) members. Each party has the right to choose their representatives. Either team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party requesting the consultants. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by members of both bargaining teams.
8. Either team may call for a caucus at any time.
9. Except as provided herein, the negotiating period shall conform to, and comply with, the requirements of Chapter 4117 of the Ohio Revised Code. All sessions are to be completed within this time unless extended by mutual agreement.
10. Prior to and during the period of bargaining, the Board and the Association shall provide each other upon written request and within a reasonable time period, essential information available concerning financial resources of the District and such other information as will assist the bargaining teams in their deliberations. Provided, however, nothing herein shall require either party to provide confidential information compiled for the exclusive use of the negotiation teams. All sessions of the negotiations meetings shall be in "good faith." Good faith requires the parties to make a sincere effort to reach agreement upon matters under consideration but requires neither party to agree nor to make a concession. The parties agree to grant to their respective representatives the power and authority necessary to negotiate within the spirit of these provisions on the matters under consideration.

Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team.

#### **D. Agreement**

When the negotiation teams reach tentative agreement on the Negotiated Agreement, each team shall recommend acceptance to the parties they represent. Upon reaching agreement, said Negotiated Agreement shall be submitted to the Association for ratification within ten (10) school days following tentative agreement. Upon ratification by the Association, the Contract shall be submitted to the Board for consideration at the next regularly scheduled Board meeting occurring more than five (5) days thereafter. If either side fails to ratify or approve



the terms of the Negotiated Agreement, all terms previously agreed upon are null and void. When so ratified and adopted, the Agreement shall become a contract between the parties for the period stated therein. The Board shall print copies sufficient for new members. The Association shall be in charge of distribution of Negotiated Agreements to new hires. The Superintendent shall provide electronic access to the Negotiated Agreement. All officers, building representatives and appointed/elected officers are permitted to use District equipment and supplies to print copies of the Negotiated Agreement.

## **E. Disagreement**

### **1. Request for Mediation**

- a. If agreement is not reached by the parties after consideration of proposals and counterproposals, either party may petition the Federal Mediation and Conciliation Service (FMCS) to assign a mediator.

### **2. Mediation Process**

- a. The mediation process shall commence with the assignment of the mediator and continue until the expiration date of the existing Agreement or any mutually agreed extension of the mediation process or the service upon the Board of Education of a written ten (10) day notice of intent to strike in accordance with Ohio Revised Code 4117.14(D)(2).
- b. The mediator shall have no authority to bind the parties to any agreement; nor shall he/she alter, modify, or amend any agreement between the parties.
- c. The procedures contained in this Article constitute the parties' mutually agreed upon dispute resolution procedure and are intended to supersede any contrary provision of Revised Code Chapter 4117. (Public Employees Collective Bargaining Law)

### **3. Alternate Settlement Procedures**

Nothing in this Article shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance procedure" is a method by which a member can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
2. A "grievance" is defined as a complaint alleging a violation, misinterpretation, or misapplication of the Negotiated Agreement.
3. A "grievant" shall be defined as a member, group of members or the Association who allege to have a grievance. Grievances must identify each member and/or group alleged to have been harmed by the action(s) being grieved. The grievant may be accompanied at all hearings or meetings by an Association representative of his/her choice.
4. A "day" in this article shall mean a calendar day on which the central office is open exclusive of recognized state and/or federal holidays and Winter and Spring recess. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure. Time limits may be extended only by mutual agreement of all parties concerned.
5. "Immediate Supervisor" - The immediate supervisor is the building principal or the Director of Transportation if the member is assigned to Transportation.
6. No remedy to a grievance may be executed that is not approved by the Association.
7. Reprisal - No censure or other adverse action shall be taken against any member participating in the grievance procedure.

### **B. Purpose**

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances.
2. Nothing contained herein 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, prior to the informal step of the grievance procedure occurring without intervention and/or consultation of the Association,

provided the adjustment is not inconsistent with terms, conditions, and requirements of the Negotiated Agreement.

3. A grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based, or within thirty (30) days of the date on which the member(s), and/or Association learned of, or reasonably could have been expected to have knowledge of, the event or condition upon which the grievance is based, or no later than thirty (30) days following the most recent date on which a long-term and continuing event or condition giving rise to the grievance is deemed to have occurred or existed. Failure to file a timely grievance at the initial or subsequent step shall constitute a waiver of the right to any further action under this procedure.

### **C. Procedure**

#### **1. Informal**

Within thirty (30) days of an event or condition that a member considers a concern, the member shall discuss the concern with the immediate supervisor. The member may do this alone or with an Association representative. The informal step shall be accomplished when the member submits the concern in writing to the immediate supervisor prior to the discussion. The immediate supervisor shall provide a response to the member in writing within ten (10) days of the discussion.

#### **2. Level One - Immediate Supervisor**

If the concern is not resolved it may be pursued further by submitting the Grievance Report Form, Level One, to the immediate supervisor by the tenth (10<sup>th</sup>) day after receipt of the written response to the concern in the informal step. Within ten (10) days of receipt of the Level One Grievance Report Form, the immediate supervisor shall schedule and meet with the grievant. The grievant(s) shall be represented at this meeting. The immediate supervisor shall take action on the written grievance within ten (10) days after such meeting. The grievant may choose to skip Level One of the procedure and proceed to Level Two of the procedure by following the steps defined below.

#### **3. Level Two - Superintendent**

If the grievant is dissatisfied with the disposition of the grievance at Level One or has chosen to proceed directly to Level Two, the grievant shall complete the Grievance Report Form, Level Two and submit it to the Superintendent/designee within ten (10) days of receipt of the written Informal response or disposition at Level One. Within ten (10) days of receipt of the Level Two Grievance Report Form, the

Superintendent/designee shall meet with the grievant and their Association representative. The Superintendent/designee shall execute a written disposition of the grievance within ten (10) days after the meeting.

4. Level Three – Mediation

If the grievance is not resolved at Level Two, the grievant may request to take the grievance to FMCS Mediation. The mediation request shall be filed with the District office no later than ten (10) days following receipt of the Level Two disposition. The parties will first attempt to agree on an FMCS Mediator. If unable to agree on a mediator, the Union will request FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

5. Level Four - Arbitration

If the grievance is not resolved through mediation, the grievant shall notify the Superintendent of their intent to proceed to arbitration by completing the Grievance Report Form, Addendum A, Level Four, file an "arbitration demand" with the tribunal administrator of the appropriate office of the American Arbitration Association (AAA), and provide a copy of such demand to the Superintendent within ten (10) days after the conclusion of mediation.

- a. **Selection of the Arbitrator:** The Arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to the arbitration shall be according to the voluntary rules and regulations of the AAA.
- b. **Authority of the Arbitrator:** The Arbitrator shall have no authority to issue any award contrary to the provisions of this Negotiated Agreement or the laws and regulations governing the operation of public schools in the State of Ohio.
- c. **Decision of the Arbitrator:** The decision of the Arbitrator shall be binding upon all parties and shall be final.
- d. **Costs of the Arbitration:** The costs of the arbitration hearing shall be borne entirely by the party designated by the Arbitrator as the "loser" of the grievance.

6. A grievance may be withdrawn at any level without prejudice.

"Without Prejudice" Defined – A grievance may be withdrawn at any time and shall constitute final resolution of the specific grievance, but such withdrawal does not constitute agreement with the Board's position or

preclude the Association from filing another grievance concerning the same provision of the Negotiated Agreement in the future.

7. If the Board, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step, within the timelines specified herein, by the grievant will be considered a termination of the grievance.
8. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.
9. Forms for processing grievances shall be found in Addendum A, Grievance Report Form.
10. Record Keeping - Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Access shall be made by mutual consent of the Superintendent or his/her designee and the President of the Association, or if disclosure is required by law.

## **ARTICLE VII - PRINCIPAL'S ADVISORY COMMITTEE**

### **A. Purpose**

As a means to provide ongoing communication between the Association and the Board, a Principal's Advisory Committee (PAC) shall be formed in each building that will meet as often as deemed necessary by the parties, but not less than every month excluding June, July and August.

### **B. Committee Representation**

A member with at least one year of experience in the building will be appointed by the building principal to serve on the committee for a two-year term. Upon completion of the two-year term, a different member will be offered an opportunity by the building principal to serve on the committee on a rotating basis for a two-year term. The building principal will send an annual request in writing to solicit interest from members. If after being offered no other member wants to serve on the committee, then the previous member may continue to serve another two-year term. The selected member will receive an annual \$300 stipend to be paid in July of each year.



**C. Agenda**

The agenda shall be comprised of items submitted to either party no less than two (2) work days prior to the scheduled meeting. The committee will only discuss issues on the agenda, unless both parties mutually agree to additional topics. Items on the agenda shall not pertain to grievances or the settlement thereof or deal with items that require collective bargaining.

**D. Meetings**

The Principal will be responsible for chairing the meeting. Responsibility for taking and distributing minutes of the meeting will be assigned annually among the participants on a rotating basis. Minutes of the meetings shall be prepared and distributed by committee members not less than five (5) school days after the meeting has been held.

**E. Waiver Of Contractual Provisions**

The parties agree that the participation and concurrence with actions taken by this committee do not waive the contractual provisions of the Negotiated Agreement and that no contractual provisions will be waived to allow this committee to function. Furthermore, participation in and discussion of issues within this committee does not constitute a waiver of the right to negotiate under ORC 4117 by the Association any issue it deems negotiable under the negotiations provisions of the state law and the Negotiated Agreement.

## **ARTICLE VIII – DUES DEDUCTION**

**A. Dues Deduction**

1. The Board agrees to deduct from the salaries of members, dues and assessments for the Association and/or any combination of such organizations, as said members may individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organization or organizations. Members shall authorize deductions in writing utilizing the forms provided by the Association for such purposes. Members who wish to discontinue payroll deductions shall notify the Association in writing and the Association shall transmit the request to the Board by October 1. In the event an employee severs employment or cancels membership outside of the cancellation period defined in this Contract, the District Treasurer shall collect any amount owed to the Board and then deduct all owed and remaining bargaining unit dues from the employee's next check, immediately following such notification. In the event that the next check is not sufficient to cover all remaining dues, the Board shall not

have any further requirement to recover such fees.

2. The Association agrees to indemnify the Board for any cost and/or liability incurred as a result of the implementation and enforcement of paragraph 1 above provided that:
  - a. The Board shall give written notice within ten (10) days of receipt of a claim made or action filed against the employer by a member of the bargaining unit for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the dues deduction provision of the Negotiated Agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such provision herein.
3. The Association will certify to the Board, through its Treasurer, in writing, the current amount of its membership dues by October 1 of each year.
4. Deductions referred to in Section 1 above will be made in equal installments over a twelve-month pay period. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.

## **B. Association Membership**

A member with at least one year of experience in the building will be appointed by the building principal to serve on the committee for a two-year term. Upon completion of the two-year term, a different member will be offered an opportunity by the building principal to serve on the committee on a rotating basis for a two-year term. The building principal will send an annual request in writing to solicit interest from members. If after being offered no other member wants to serve on the committee, then the previous member may continue to serve

another two-year term. The selected member will receive an annual \$300 stipend to be paid in July of each year.

**C. Membership Cancellation**

Any individual who wishes to cancel their membership should notify the Association Treasurer and Association President in writing between August 1 and August 31. A member may cancel their membership outside 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 foregoing any rights specifically reserved to members of the Association.

**ARTICLE IX - CONDITIONS OF WORK**

**A. Days and Hours of Work**

Members shall be paid for all hours actually worked, except as specifically provided below:

1. A calamity day is a school day when school is closed or delayed due to epidemic, foul weather, or other calamity.
2. When schools are closed due to a calamity day and the member is required by her/his supervisor to work, that member will be given a choice of compensatory time or payment. Compensatory time will be given on a per hour worked basis, one and one-half (1-1/2) hours of compensatory time for one (1) hour of work. Payment shall be made at the member's regular rate of pay with overtime payment if appropriate. Records will be kept by the building principal. Compensatory time may be taken at any time during the year with prior approval of the member's immediate supervisor.
3. Members will not be compensated for working on make-up calamity days. Section 4 of this Article is not applicable to make-up calamity days.
4. When schools are closed due to epidemic, or other calamity, employees shall be paid at the regular rate of pay and not have sick leave, personal leave, or vacation charged against their accounts. Up to five (5) calamity days may be granted each year that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made up, without additional compensation, with either student instructional days and/or professional development days, unless the Board approves a shorter minimum school year.



5. On days when the start of the school day is delayed due to inclement weather, members are normally expected to report on the same schedule as the professional teaching staff.

If there is an exception and a member is required to report earlier he/she will be paid time and one-half for the time worked in addition to regular pay.

#### **B. Temporary Assignments**

When a member is assigned to work in a higher classification for more than five (5) consecutive days in the same assignment, she/he shall be paid at the rate specified in the higher salary schedule at the same step she/he is currently working in, for the remainder of such assignment as well as receive retroactive pay for the first five days at the higher classification rate.

A member assigned to a lower classification will be paid her/his regular hourly rate for the period of such assignment.

#### **C. Overtime**

1. One and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all hours actually worked in excess of forty (40) hours per week. The forty (40) hours shall include the occurrence of days in excess of the normally paid work week. Overtime shall be paid in excess of the regular workweek when a member is on assault leave, professional leave, jury duty or calamity day. No overtime shall be paid in excess of the regular work week when a member is on vacation, personal leave, parental leave, association leave, or sick leave.
2. All overtime shall be required by and approved in advance by the employee's supervisor and shall be paid as emphasized in C(1).
3. Double the employee's regular hourly rate shall be paid for work performed on Sundays and holidays if required by the member's supervisor.
4. In lieu of overtime pay, an employee may choose to earn comp time at the rate of one and one-half (1-1/2) hours for every hour worked in excess of forty hours per work week. Pre-approved work performed on Sundays or holidays will earn comp time at the rate of two (2) hours for every hour worked. Comp time may be accumulated up to forty (40) hours and must be used by June 30th of each year. Any unused comp time balance as of June 30 will be cashed out.

5. A member who volunteers to engage in the overnight supervision of pupils as part of a co-curricular assignment and who is not otherwise compensated for the activity will be paid one hundred fifty dollars (\$150) per day.

**D. Classification Change**

The Board has the discretion to grant up to the same number of steps on the salary schedule in the new classification as the member held in the previous classification if no loss of pay occurs.

**E. Substitute Pay**

The Board agrees to pay regular employees who are substituting in members positions during times other than their regularly assigned time (i.e., summer) at their current, pro-rated rate of pay for all work which is being performed for the term of the assignment. A non-bargaining unit member substitute shall be paid at the current Board approved substitute pay scale. After one hundred twenty (120) days in the same position, the substitute would become a member of the bargaining unit and be placed at Step 0 on the pay classification under which he/she is working.

**F. Experience Credit**

A maximum of ten (10) years of experience may be granted to new members for experience within the immediately preceding ten (10) year period prior to beginning work with the Big Walnut Local School District.

**G. Service Credit**

The Board agrees that one hundred and twenty (120) work days in a classification including substitute days within a work year (July 1-June 30) shall constitute service credit to advance to the next step on the pay schedule in that classification the following year. Unpaid approved leaves of absence of one hundred twenty-one (121) days or more shall not be counted toward continuous service time.

**H. Labor/Management Committee**

The parties agree that the purpose of the Labor/Management Committee (LMC) is to confer on matters dealing with the overall operation of the school as it pertains to support staff, and to discuss concerns/problems encountered in the workplace not covered by this Negotiated Agreement.

Unless mutually agreed upon otherwise, the following conditions apply to LMC meetings. The LMC shall meet monthly upon request by either party. Arrangements for the meeting and an agenda may be agreed upon and distributed to committee members before the meeting takes place. Either party may request the assistance of federal mediation services during the normal LMC meetings. Notice of such request must be made at the same time as the initial meeting request.

Representatives to the LMC shall be two (2) from the Association and up to two (2) from the Administration/Board. Members shall be appointed by the Association President and Superintendent/designee respectively.

When new members are placed on the LMC, the parties will arrange a training session in collaborative decision-making, if desired, which will be provided by the Federal Mediation and Conciliation Service (FMCS) and/or any other available provider.

Each building representative and building principal may meet monthly by request of either party to discuss any outstanding issues.

#### **I. Background Checks**

Once a member has been hired, any additional background checks required of members by state and/or federal law shall be paid for by the Board. If possible the Board will pay directly to the appropriate agency. If it is not possible to pay the agency directly, the Board shall reimburse the employee. The employee shall provide a receipt to the Treasurer for reimbursement.

#### **J. In-service/Waiver Training Days**

If a member is not scheduled to work on a waiver or in-service training day and training is made available on that day which is pertinent to the member's work assignment, the member may request, or be requested, to attend the training and be paid for the hours in attendance. Requests shall be submitted to, and/or originate from, the building principal, with the ability to appeal the principal's decisions (or request) to the Superintendent.

#### **K. Administering of Medication**

If a member is required to administer any medicines/medications or perform and/or assist in any medical procedures/treatments, he/she shall be properly trained on a yearly basis by a medical professional. Under direction of the Superintendent, access to consultant health services will be available on an ongoing basis, upon request by the member or administration. Members who are

required or requested to perform nursing duties or tasks that directly impact the student's health on an ongoing basis including, but not limited to, changing menstrual pads, diapering, changing soiled clothing, feeding, carb counting, or injecting medication shall receive a \$250 stipend per semester for such additional work to be paid in February and July. If a member is uncomfortable with administering medication or performing/assisting in medical procedures, the member may request that the building administration solicit other volunteers. Volunteers shall be sought before members are required to administer medications or procedures under this Section.

**L. Training**

The District will provide members equipment necessary to do the job. The District shall provide adequate training on the use of new equipment. Every reasonable attempt will be made for members to have input as to the selection and amount of equipment purchased. Upon mutual agreement of the member and the Immediate Supervisor or designee, the Board shall provide group training and/or pay for the member's training in areas that are related to the member's assignment or are a benefit to the Big Walnut Local Schools. Examples of applicable training include, but are not limited to, CPR, CPI, TCI (Therapeutic Crisis Intervention), communicable diseases classes, software, excel and first aid.

Members will be provided with training requirements to comply with any state regulations or District needs on an annual basis. Time within the member work day will be provided for such trainings. If time outside of the work day is required by the administrator, the member shall complete a timesheet to be compensated at the member's hourly rate of pay. Members shall complete all required training within the time provided by the administration.

**M. Secure Storage Space**

The District shall provide members with an area to store and lock personal belongings.

**ARTICLE X - CONTRACTING OUT**

There shall be no elimination of positions or job classifications due to contracting out of any employees' job responsibilities.

If current bargaining unit employees are assigned to positions within an outside totally funded program housed in the school district, he/she shall remain in the bargaining unit as a district employee for their entire tenure.



## **ARTICLE XI - REDUCTION IN FORCE**

- A. Reduction in Force (RIF) may be necessary because of decreased enrollment of pupils, changes in curriculum, changes in the use of personnel, lack of funds, return to duty of regular personnel after leaves of absence, suspension of schools or territorial changes affecting the District.

For purposes of this Article, decreased enrollment of pupils shall include consideration of subject-area enrollment as well as district-wide enrollment. Decreased enrollment of pupils shall also take into account declining enrollment over the five-year period immediately preceding the RIF, and thus is not limited to declining enrollment in the current or previous year.

Length of continuous service shall not be interrupted by authorized leaves of absence.

- B. Where known and where possible, the number of persons affected by a RIF will be kept to a minimum insofar as is practicable by not replacing members who retire or resign. When RIFs are necessary, county employees within the classifications affected will be reduced prior to members.
- C. Vacancies created by members who retire, resign, or are on leave of absence when such vacancies are not filled, do not constitute a reduction in force.
- D. Seniority shall be determined by placing all members on a seniority list by job classification as set forth in Article XXII. Bumping of positions shall be by seniority within classifications. Members who have previous experience in other classifications may also hold seniority in that classification if the previously held position was worked within the previous five (5) years.

Seniority lists shall be revised at least annually, and no later than December 1 of each school year; and a copy of each revision shall be provided to the president of the Association within thirty (30) days of its completion. If two (2) or more members on any seniority list shall have the same length of continuous service, seniority shall be determined by:

- a. The date of the Board meeting at which the member was hired; and then by
- b. Last digit of the social security number (the lowest last number of the social security number shall have the lowest seniority).

Length of continuous service shall not be interrupted by authorized leaves of absence.

Seniority shall be lost when a member leaves the bargaining unit for any reason other than RIF or an approved leave of absence. Seniority shall not accrue on an approved leave of absence.

- E. Members selected for workforce reduction shall be placed on a "RIF List" in descending order of seniority. As positions or vacancies become available, those members shall be recalled to employment in descending order of seniority (last in first out). Notice of recall shall be given by telephone and registered mail to the last telephone number and last address given by the member to the Board. It shall be the responsibility of the member to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

Each member shall remain on the RIF List for two (2) full school years, provided that the rights herein granted to a member shall be forfeited by the member should he/she: (1) waive his/her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he/she has accepted within ten (10) school days after receipt of the notice of recall. Members on the RIF list shall have the right to continue to participate, at the member's expense, in group insurance programs without interruption in benefits, to the extent authorized by law.

## **ARTICLE XII - EVALUATION-STAFF APPRAISAL**

- A. The performance of classified personnel shall be evaluated as follows:
  - a. Members on limited contract – at least once per contract cycle.
  - b. Member working in a preschool setting – at least once annually.
  - c. Members on continuing contract – at least once every two years.

Evaluations shall be completed by May 15. The evaluation form to be used is Addendum C.

All evaluations are to be in writing, signed by the member and his/her evaluator. The original copy is to be given to the member, with the second copy to be kept in the personnel file. A conference between the member and his/her evaluator will be held within ten (10) work days of an observation set for evaluation purposes. All copies of the evaluation form will be signed by both the member and the evaluator at the conclusion of the conference. The signature does not necessarily signify approval of the evaluation, just that the evaluation has been discussed.

1. No member shall be observed for purposes of evaluation/appraisal without his/her full knowledge.
2. All observations shall be made openly. No observations shall be conducted by the use of electronic surveillance.
3. Members will be notified in writing in advance of the administration's intent to observe them at least two (2) working days in advance. The evaluation need not be limited to what is observed during the formal observations.

An observation for the purpose of evaluation may be waived if mutually agreed upon by the member and evaluator.

If the evaluation references concerns of a member's job performance, in any of the performance areas while on duty, outside of the formal observation, the information must have been observed first hand, or substantiated after an investigation, dated and documented by the evaluator, and disclosed during the evaluation conference following the member's formal observation.

## **B. PURPOSE OF APPRAISAL**

The purpose of the evaluation is:

1. To facilitate and improve communication and understanding between administration and staff.
2. To improve job performance and competency and provide a means for growth through establishment of long and/or short term goals.
3. To provide an opportunity for each member to periodically assess his/her performance.
4. To provide assistance which the member may need for growth and self-improvement.
5. To provide a member means for a better understanding of the scope of his/her duties and/or responsibilities.
6. To provide documentation in question of promotion or dismissal.

- C. Members are authorized and required to raise any objections to the evaluation procedure (but not the evaluator's judgment or conclusions) through the grievance procedure. The member may file objections regarding the substance of the evaluation with the Superintendent. The Superintendent will review the basis of these objections with the member and has the authority to order a reevaluation, which if properly done, will cure any defects, and shall be final.

## **ARTICLE XIII – LEAVES**

### **A. Accumulation of Sick Leave**

Members employed by the Board shall be entitled to sick leave accumulated at the rate of one and one-fourth (1-1/4) days per month for a total of fifteen (15) days per year. When a member assumes a new position with different days/hours, days will be converted to hours for record keeping purposes. "Day" shall be defined as the number of hours regularly worked by the employee in each annual work schedule. Accumulation of unused sick leave shall not exceed two hundred forty (240) days and shall be calculated to the nearest quarter (1/4) day.

### **B. Sick Leave Usage**

Sick leave may only be used for absence due to personal illness, injury, exposure to contagious diseases, absence for the purpose of keeping appointments with any doctors, dentists, or for any other medically related purpose, or death, involving either the employee or the employee's immediate family. Sick leave may be taken in one-fourth (1/4<sup>th</sup>) day increments. The immediate supervisor shall be notified of the need for extended sick leave beyond 20 days. After five (5) consecutive days of sick leave, the employee shall provide a written statement for the use of sick leave on a form prescribed by the Board. If medical attention is required, the Board may require a written doctor's excuse for the use of sick leave. If leave is less than five (5) consecutive days, a physician's name shall not be requested, including on the leave request form.

Falsification of a sick leave statement is grounds for disciplinary action up to and including termination of contract.

### **C. Pregnancy Leave**

In addition to other leaves available, up to six (6) consecutive weeks of accrued, paid sick leave will be available to members immediately after the birth or adoption of a child which will be counted toward the twelve (12) weeks of Family Medical Leave Act (FMLA) leave. Unless such leave is extended due to illness, any extension of that leave beyond six (6) weeks will be unpaid leave.



**D. Illness in the Immediate Family**

The immediate family shall be defined as spouse, mother, father, child, sister, brother, mother-in-law, father-in-law; grandparent, grandchild, step-parent, step children or any person standing in the place of any of the foregoing; and any person residing in the home of the employee for whose care the employee has responsibility.

**E. Death in the Immediate Family**

In addition to those individuals listed in Section (D) above, for purposes of this section, the immediate family shall be defined as niece, nephew, aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, any person standing in the place of any of the foregoing, and any person residing in the home of the employee for whose care the employee has responsibility.

In the event of death in the immediate family a member may use up to three (3) consecutive sick leave days unless special circumstances (such as travel distance or funeral responsibilities) require additional days.

**F. Sick Leave Advancement**

On September 15 of each school year, members who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days. These advanced days shall be charged against the sick leave the employee subsequently accumulates under this Article. If an employee leaves the District prior to all advanced sick leave days having been repaid, the dollar value of such days shall be subtracted from the employee's final paycheck, and if any balance is still due to the District the employee shall pay such balance to the District.

**G. Emergency Circumstances**

For emergencies or extraordinary circumstances, the Superintendent may grant sick leave above the inclusions of this policy. The member shall state in writing the details of the case.

**H. Attendance Incentive**

For the purpose of the attendance incentive, only sick leave (excluding use of sick leave for bereavement) is counted as time missed. Professional leave, vacation, donation of sick leave, personal leave, use of sick time for bereavement purposes, or any absence for training purposes is not considered an absence for the purpose of determining the attendance incentive. A semi-annual attendance payment shall be earned per the following and paid on February 28 and in July.

The semi-annual time frame shall be calculated according to the semesters identified on the school district's calendar.

<u>Time Missed</u>	<u>Incentive</u>
One day or less	\$600.00
More than one day, but no more than two days	\$450.00

**I. Sick Leave Bank**

1. The Sick Leave Bank Committee will activate a sick leave bank on an "as needed" basis. The Treasurer will be notified at least two pay dates prior to being requested to pay additional sick leave to a member utilizing the sick leave bank. No more than twenty (20) days of sick leave may be awarded a member at any one time, with provision that a member may request a hearing for additional days. The Association leadership shall be responsible for the solicitation and collection of the donated days and providing the information to the District Treasurer. If necessary, members shall be permitted time during the school day to perform these activities. Individual contributions may be up to a maximum of five (5) days per request.

During the term of the Agreement, the parties agree that the operation of the sick leave bank may be varied by written Memorandum of Understanding signed by the President of the Association and the Superintendent or his/her designee. The Sick Leave Bank Committee will annually review the operation of the sick leave bank during each year of this Agreement.

**2. Participation in Sick Leave Bank Benefits**

Members are eligible for a donation of sick leave if all of the following conditions have been satisfied:

- a. The member has exhausted his or her accumulated and unused sick leave together with any advancement of sick leave as defined in Article XIII (F).
- b. The member has exhausted any accumulated and unused personal leave.
- c. The member is not eligible for disability retirement under the regulations of the School Employees Retirement System.

- d. The member is suffering from serious personal illness, or injury, or requires additional sick leave due to the serious health impairment of family member (as defined in Article XIII (D)) of a sufficiently severe nature as to warrant extraordinary relief as determined by the Sick Leave Bank Committee and otherwise approved as provided in this Section.

A member who has exhausted a donation of sick leave may request and receive an additional loan of sick leave days from the sick leave bank upon the approval of the Sick Leave Bank Committee.

3. Application for Sick Leave Bank Benefits

Qualified members may apply for a donation from the sick leave bank. Application shall be made to the Sick Leave Bank Committee. The Sick Leave Bank Committee may either approve the recommendation as submitted, approve a fewer number of days or reject the application.

No grievance may be brought challenging any action of the Bank Committee, the Superintendent or his/her designee granting, modifying or denying any request for the advancement of sick leave days under this section.

4. Sick Leave Bank Committee

The Sick Leave Bank Committee shall consist of two Association members designated by the President of the Association and two representatives appointed by the Superintendent plus the Superintendent or his/her designee. The Bank Committee shall consider individual requests for the donation of sick leave from the sick leave bank. It shall include a determination of whether or not the criteria for the donation of sick leave set forth in the Section have been satisfied. A separate Bank Committee may be designated for each individual request, as determined by the Superintendent and Association President.

## **J. Illness Disability Leave**

Upon written request, accompanied by a written statement of support from his/her physician, a member shall be granted a leave of absence, without pay, for a period not to exceed two (2) consecutive school years, for personal illness or disability. Such leave may be extended at the discretion of the Board. Further, however, the Board may require, and/or shall support, the member's application for "Disability Retirement Status" with the State Employees Retirement System of Ohio (SERS) prior to, and as a condition of, the granting of such leave.

The Board and the Association, on its own behalf and on behalf of members of the bargaining unit each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 USC Sections 2601 through and including 2654. The Board may designate any paid sick leave or other qualified leave provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted there under with respect to such leave.<sup>1</sup>

**K. Leave of Absence**

1. Upon written request of a member who has completed five (5) or more school years with the Big Walnut Local School District, the Board shall grant a leave of absence, without pay, for a period of not more than one (1) school year and not less than thirty (30) consecutive work days, for educational, professional, maternity or compelling personal, family or emergency reasons, provided that a qualified replacement may be employed to fill the vacancy thereby created. Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other employment. No more than five percent (5%) of the members of the bargaining unit shall be granted such leave concurrently. Leave taken under this provision shall only occur one time per school year. Extenuating circumstances may be considered by the Superintendent of his/her designee.
2. Upon the written request of a member who has completed less than five (5) school years with the Big Walnut Local School District, the Board may grant the leave of absence without pay.
3. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The member shall advise the Board of the commencement of the leave as far in advance as possible. Unless otherwise specified, all leaves will terminate at the beginning of the next school year. Any member on leave of absence must notify the Board by May 1 of his/her intent to either return or not return to service at the beginning of the next school year. Failure to notify of intent to return will be deemed abandonment of employment and such position will be considered open.

---

<sup>1</sup> The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

4. No member shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.
5. Upon return from leave, a member will be given an assignment consistent with his/her job classification.

**L. Conditions for Granting a Leave of Absence**

Upon the granting of leave as set forth in subsection J and K above, the following conditions shall be applied:

1. The member will receive information on COBRA and the portability of any supplemental life insurance.
2. The premium of any such group insurance plan shall be paid entirely by the member.
3. The accumulated and unused sick leave to the credit of the member shall be restored upon the member's return to active service.

**M. Professional Leave**

Upon approval of the building Administrator, professional leave shall be granted for the purpose of professional development activities that will benefit the District. Any member desiring such leave shall submit a written request to the Building Administrator no later than three (3) days prior to the date(s) of the leave. This notification may be waived by the Building Administrator in cases of emergency.

Members shall receive reimbursement for necessary and actual expenses incurred for such leave or meetings or functions, in an amount not to exceed one hundred sixty-five dollars (\$165) per member for registration, lodging, and/or meals. Additional expenses may be reimbursed on approval of the Building Administrator.

Mileage will be reimbursed at the then-current IRS approved mileage expense deduction rate.

Itemized bills shall be submitted for reimbursement on appropriate forms. (Actual hotel receipts and a daily tabulation for meal expenses must be attached.)



**N. Association Leave**

Up to two (2) delegates representing the Big Walnut Professional Support Staff Association shall be granted leave with pay to attend meetings of the OEA Representative Assembly. Such leave shall not exceed two (2) days per elected delegate in a school year. Any expense incurred by such delegate(s) shall not be the obligation of the Board of Education.

In addition, to the two (2) days of delegate leave, the Association President or designee may use up to three (3) additional days of professional leave for Association purposes.

**O. Parental Leave**

Upon written request, a member shall be granted a leave of absence with pay for a period not to exceed five (5) weekdays immediately after the birth of a child. If both parents are employed by the Big Walnut Board of Education, only one (1) such parent shall be eligible for leave under this provision.

**P. Jury Duty - Compulsory Court Appearances**

A member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The member shall receive his/her normal pay during jury service. A leave form shall be submitted when the member becomes aware of the need to use Jury Duty Leave. The employee may also retain all compensation and expenses received from serving as a juror.

A member who is subpoenaed to appear as a witness in a school/business/activity case shall be granted paid leave for the number of days or partial days needed to give testimony. A written request shall be submitted to the member's immediate supervisor as soon as the need for such leave is known.

**Q. Assault Leave**

"Assault" means the causing of physical harm to a member when such member charges such person with an Assault offense prohibited under Chapter 2903 of the Ohio Revised Code.

Any member who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such member's employment, may use assault leave in lieu of sick leave upon approval by the Superintendent subject only to the limitations prescribed in this section:

1. The member's conduct was within the bounds of generally accepted standards of professional conduct;
2. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
3. The member submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
4. The member provides a physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.

The total number of days of paid leave provided under this section shall not exceed thirty (30). Payment under this section of the Agreement shall constitute the member's entire compensation from the Board during the period of physical disability covered by this section and shall be in lieu of any payments under Chapter 4123 of the Ohio Revised Code.

The employment of any member who falsifies his/her signed statement or a physician's certificate may be terminated.

#### **ARTICLE XIV - PERSONAL LEAVE**

- A. Members shall be granted no more than three (3) days of unrestricted personal leave days in any school year, without loss of pay. A bargaining unit member can accumulate a maximum of five (5) personal days. Any unused time less than a full day will not be included in the starting balance for the next school year. If a bargaining unit member ends the contract year with personal time left, the schedule for days to begin the next contract year shall be as follows:

<u>Balance at end of current year</u>	<u>Balance at beginning of following year</u>
= 2 days	5 days
≥ 1 but < 2 days	4 days
< 1 day	3 days

Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent five (5) days prior to the beginning of such leave.

- B. Upon certification by the member that the purpose of this leave has been authorized pursuant to this policy the Superintendent shall approve the application. No more than five percent (5%) of the classified staff in any building shall be granted personal leave at the same time; any fraction shall be rounded off to the next highest whole number. The Building Principal may adjust the limitation on the number of leaves granted within his/her building as conditions merit. Fraudulent use of personal leave may result in other disciplinary action as may be deemed appropriate.
- C. Personal leave shall not be authorized for purposes such as the following:
  - 1. Seeking gainful employment
  - 2. Absences covered by sick leave provisions
- D. An additional severance pay at the time of retirement, shall be made at the rate of one-half (1/2) of all accumulated and unused personal leave days, to a maximum of five (5) personal days (2.5 days of severance pay).
- E. Any remaining unused personal leave days shall be transferred to the member's accrued sick leave balance up to a maximum accumulation of 240 days.

## **ARTICLE XV - SCHOOL CALENDAR/VACATION/WORK WEEK**

### **A. Work Week**

Under normal circumstances, the work week shall consist of five (5) consecutive days Monday through Friday, for all hours scheduled by the Board. If abnormal circumstances exist due to Acts of God, disaster, or calamity, the Board may be required to adjust the work week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the school District in accordance with provisions of Article IX, Overtime.

For full-time members, the work day shall be eight (8) hours for those in the General Secretary and Building Secretary classifications. The work day for full-time assistants shall be seven and one-half (7-1/2) hours.

Any BWPSSA staff hired to work as teaching assistants for the preschool program who work a minimum of four days per week will be considered full-time for all purposes of employment and benefits. Additionally, any other member who works 30 hours or more per week shall be deemed a full-time employee for the purposes of the attendance incentive and longevity payment.



**B. Annual Work Schedule**

1. The annual work schedules for members shall be as follows:
  - a. Twelve (12) month 260 days
  - b. Eleven (11) month 220 days
  - c. Ten (10) month 210 days
  - d. Nine (9) month 190 days or 152 days.
2. For nine, ten and eleven month employees, up to five (5) additional days of work may be scheduled prior to or following the annual work schedule at the discretion of the member and the building principal. Between six (6) and ten (10) days may be scheduled by the principal and the member and the Superintendent. Beyond a total of 10 additional days, Board approval is necessary. Each day shall be paid based on the assigned classification per Article XXV, Salary.

**C. Vacation**

1. Twelve (12) month members shall earn vacation under the following schedule:

0-11 months	One (1) day per month up to ten (10) days prior to June 30
1-5 years	Ten (10) days per year – accrued at 0.83 days per month
6-9 years	Fifteen (15) days per year – accrued at 1.25 days per month
10-15 years	Seventeen (17) days per year – accrued at 1.41 days per month
16-20 years	Twenty (20) days per year – accrued at 1.66 days per month
21-24 years	Twenty-two (22) days per year – accrued at 1.83 days per month
25 years/above	Twenty-five (25) days per year – accrued at 2.08 days per month
2. Members shall be permitted to sell up to ten (10) days of earned, but unused vacation time yearly. Members may carry over up to five (5) days per year. After the member's request to sell vacation time is submitted to the Superintendent, it will be paid during the next pay period.

Earned, but unused vacation time for the year preceding the date of separation from the District will be paid to the member at the time of separation.

3. Twelve (12) month members' vacations are to be taken during the period of July 1 through June 30. The number of days allowed when school is in session may be limited and all vacation requests must be approved in advance by the Supervisor.
4. Vacation may be used in one-half (1/2) day increments.

**D. Holidays**

1. Members will have the following paid holidays.

**260-day Members**

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas
6. New Year's Eve
7. New Year's Day
8. Martin Luther King Day
9. Good Friday
10. Monday after Easter if part of the regular Spring Break week
11. Presidents' Day
12. Memorial Day
13. Juneteenth
14. Independence Day.

**220-or-less-day Members**

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. New Year's Day
7. Martin Luther King Day
8. Good Friday
9. Monday after Easter if part of the regular Spring Break week
10. Presidents' Day
11. Memorial Day (if it falls within the employee's work calendar).

**E. Breaks**

Breaks shall be mutually agreed upon in good faith by the member and her/his immediate supervisor.

**F. Lunch Periods**

All members regularly scheduled to work five (5) or more hours per day shall be guaranteed an uninterrupted, duty-free lunch period of not less than thirty (30) consecutive minutes. A member shall have the option to leave the building provided he/she returns to his/her assignment promptly at the end of the established lunch period. If the member wishes to leave the building, she/he should notify her/his supervisor or designee.

## **ARTICLE XVI - PART-TIME ASSIGNMENTS**

**A. Part-time Assignments**

Part-time assignments are assignments of members to duties that represent less than a full-time assignment. Part-time assignments are made to accommodate the less than full-time needs of the District, recognizing that the creation and maintenance of full-time positions is preferred.

The parties agree that the sequence of contracts for part-time members shall be the same as for full-time members.

Part-time positions may be eliminated. If a member whose part-time assignment was eliminated has previously held a full-time or part-time position in the District, that member has the following three (3) options:

1. Move to a full-time position for which she/he is qualified, if available;
2. If no such position is available, bump into another position through the Reduction in Force (RIF) procedure, or
3. Resign.

A change of assignment pursuant to this section above may take place prior to the posting of any vacancy.

Part-time members will be advanced one (1) year on the salary schedule for each year of service consisting of at least one-hundred twenty (120) days, and will receive Board contribution to insurance benefits based on the percent of their assignment.

Benefits such as accrued sick leave, vacation, etc., shall be pro-rated based on the number of hours a member works in a given day against a regular eight (8) hour work day.

For purposes of this Agreement, those members who work a seven and one-half (7-1/2) hour work day will be considered to work an eight (8) hour work day.

When the Principal or supervisor is pulled out for meetings, personal or District related, the member shall be permitted to work up to four (4) hours beyond their regular schedule (with supervisory approval). Payment shall be made upon completion of the Employee Time Sheet.

## **ARTICLE XVII - TERMINATION OR DISCIPLINE**

- A. The Board sets forth the following disciplinary procedure to insure the fair, timely and equitable treatment of members. Each member may have a member of the Association present at any level of these procedures. This procedure is grievable under Article VI of this Agreement.

The Superintendent/supervisor shall investigate the incident prior to beginning any action. Discipline shall be for just cause.

After the investigation noted above, the Superintendent/supervisor shall determine the proper level of discipline to be administered.

1. Level One

The Supervisor shall give a verbal reprimand and counseling to the member to prevent future occurrences.

2. Level Two

A written reprimand shall be sent through the school mail to the member. The action of the Supervisor may be appealed to the Superintendent. There shall be no appeal from the Superintendent.

3. Level Three

The Superintendent shall recommend the suspension of a member without pay. The Superintendent shall review and/or expand the investigation of the incident and meet with the member. Within five (5) working days of the conference, the Superintendent will render a decision. This decision shall be sent in writing to the member by receipted written correspondence. If the Superintendent recommends suspension, it must be reasonably related to the seriousness of the employee's proven offense and the employee's work record.

4. Level Four

The Superintendent shall recommend the termination of the member's contract. The Superintendent shall review and/or expand the investigation of the incident and meet with the member. Within five (5) working days of the conference, the Superintendent will render a decision in writing.

If the Superintendent recommends a member's termination to the Board, the Board shall act upon the recommendation at its next regularly scheduled meeting. The member may request, in writing through the Superintendent, a hearing before the Board. Said hearing shall be held in Executive Session. The Board shall render a decision in writing within five (5) working days of the hearing. This decision shall be sent to the member by receipted written correspondence.

5. Binding Arbitration

A member's suspension of more than three (3) days without compensation and/or termination may be appealed to Binding Arbitration.

- B. Disciplinary actions after three (3) years shall not be considered for purposes of progressive discipline if no other instances have occurred.

## **ARTICLE XVIII - SEQUENCE OF CONTRACTS**

The parties agree to the following sequence of contracts:

- |    |                 |                     |
|----|-----------------|---------------------|
| A. | First contract  | One-year contract   |
| B. | Second contract | Two-year contract   |
| C. | Third contract  | Two-year contract   |
| D. | Fourth contract | Two-year contract   |
| E. | Fifth contract  | Continuing contract |

The parties agree that the sequence of contracts for part-time classified members shall be the same as for full-time classified members. All members on a limited contract shall be evaluated annually.

A member may be non-renewed at the expiration of a limited contract without reasons. The Board of Education is required to follow procedural guidelines subject to the Ohio Revised Code. Termination of a Continuing contract shall be for just cause.



If concerns arise with a continuing contract member, the principal or supervisor shall first make the member aware of the concern(s) in an informal setting and jointly work out a plan of remediation. If the deficiency(ies) is/are not corrected within thirty (30) days, the member can be formally evaluated. That written evaluation shall include an agreed upon plan of remediation. If the deficiency(ies) is/are not corrected, a second evaluation can be conducted sixty (60) days after the first formal evaluation. After that, provisions of the current Ohio Revised Code (ORC) are to be followed.

## **ARTICLE XIX - PERSONNEL RECORDS**

- A. When a principal or other administrator finds it necessary to make a notation in a member's file which reflects upon his/her conduct, service, character, or personality, the principal or administrator shall afford the member the right to read such notation. The member shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with its contents. The member shall also have the right to answer such notation and his/her answer shall be attached to the file copy.
- B. Members or authorized representatives of the Big Walnut Professional Support Staff (BWPSS) shall be guaranteed the right to examine and review their own personnel files.
- C. All complaints about members or schools should be communicated to the appropriate administrative official. If it involves a member, he/she should be so informed, and the administrator and the member shall attempt to resolve the complaint. If a conference is necessary to resolve the complaint, the member will be given adequate time to prepare for the conference. Whenever possible, the conference will be scheduled outside the regular work day. Action shall always be based on fairness to all concerned.

## **ARTICLE XX - VACANCIES AND TRANSFERS**

### **A. Posting Procedure**

The Superintendent or his/her designee shall prepare and post electronically all known vacancies in bargaining unit member positions as they arise, unless the work no longer exists or is needed. A member may apply for a posted vacancy for which he/she is qualified within five (5) work days of the posting. Work days shall be defined as days that the central office is open.

1. The vacancy posting shall include all the qualifications sought to fill the position with a qualified member:
  - a. Job description
  - b. Job title
  - c. Required licenses and/or certificates
  - d. Procedures for applying for the vacancy
  - e. Any additional pertinent information
2. The most qualified internal candidate shall be determined by the Superintendent/ designee based exclusively on the following criteria:
  - a. Previous employment in the classification
  - b. Previous employment in the job title
  - c. Recognized experience working in the classification/job title as a substitute, temporary or permanent temporary
  - d. Education and/or training
  - e. Job related licenses and/or certificates
  - f. Evaluation
  - g. Meet the requirements of the job description
  - h. The results of a competency based test, if one is given
  - i. Where the foregoing factors are equal between the applicants, vacancies shall be filled with the most senior applicant from within the bargaining unit as defined in Article XI, Section D.
3. After a position has been posted for at least five (5) days, all transfers and reassignments are completed, and/or it has been determined that no member has applied for and/or is qualified to fill the position external candidates will be considered.
4. Temporary vacancies of 120 days or less shall not be posted.

**B. New Positions**

Whenever the Superintendent intends to create a new position that will be within the bargaining unit, as described in Article I - Recognition contained within this agreement, the Superintendent/designee shall inform and discuss the position with the president of the Association/designee. The association president/designee may then convene the Association bargaining team and the parties shall negotiate its wages, hours and terms and conditions of work prior to the Superintendent's making a recommendation to the Board of Education. The recommendation will be voted on by the Association, prior to Board action, within six (6) working days from the time negotiations concluded with the Superintendent.

**C. Definitions**

1. Vacant Position

A vacant position shall be defined as a position resulting from a resignation, retirement, transfer, reassignment, termination, death, non-renewal, or creation of a new position.

2. Transfer

Transfer is the assignment of a member to the same job title as currently held, but at another building within the District.

3. Reassignment

Reassignment is the assignment of a member to a different job title than the one currently held, regardless of whether the job title is in the same job classification or a different job classification and whether the assignment is performed in the same building or a different building in the District.

**D. Involuntary Transfers and Reassignments of Members**

1. Transfers and reassignments of members may be made at the initiative of the Superintendent for any purpose which, in his/her judgment, is for the welfare of the member or the schools. The Superintendent shall consider the following in transferring unit members:
  - a. The potential contributions that the member could make in the new assignment.
  - b. The member's evaluations/appraisals and the recommendations made by the supervisor.
  - c. The qualifications of all members, both for the position which will be vacated and for the position to be filled.

**ARTICLE XXI - JOB DESCRIPTIONS**

- A. The Association President and affected members shall be furnished with a copy of the job descriptions of each job position covered under the terms of this Negotiated Agreement on an annual basis no later than September 1 of each school year.

- B. Prior to any change in job descriptions covered under this Negotiated Agreement, the Association President, Vice President and/or designee will discuss the proposed changes and the effective date of changes with the Superintendent at least fifteen (15) working days prior to Board action.
- C. Job descriptions of newly created positions shall be discussed by the Superintendent and the Association President, Vice President and/or designee with a copy furnished to the President of the Association at least fifteen (15) working days prior to Board action.

## **ARTICLE XXII - CLASSIFICATIONS**

### **A. Building Secretary**

- 1. Elementary Secretary
- 2. Intermediate Secretary
- 3. Middle School Secretary
- 4. Transportation Secretary
- 5. High School Secretary
- 6. Genoa Christian Academy NPSS

### **B. General Secretary**

- 1. High School Secretary II
- 2. Middle School Secretary II
- 3. Guidance Secretary
- 4. Athletic Secretary

### **C. Teaching Assistants**

- 1. Library Assistant
- 2. Classroom Assistant
- 3. Bus Aide
- 4. Library Aide
- 5. Preschool Assistant
- 6. Special Education Assistant

### **D. Office Assistants**

- 1. Clerical Aide
- 2. Office Assistant

The district will seek to reach the following aspirational goals for Secretary and Office Assistant positions:

Building	Building Secretary	Office Assistant	Guidance Secretary	Athletic Secretary
Elementary	1.0 FTE	1.0 FTE	0	0
Intermediate	1.0 FTE	1.0 FTE	0	0
Middle	1.0 FTE	1.0 FTE	0	0.5 FTE
High	1.0 FTE	1.0 FTE	1.5 FTE	1.0 FTE

### ARTICLE XXIII - INSURANCE

- A. For full-time members, the Board of Education will pay eighty-five percent (85%) of the Board approved Hospitalization/Major Medical for family or single coverage for members. The member will pay fifteen percent (15%) of the insurance premium for single or family coverage. The plan will be a High Deductible Health Plan (HDHP) with deductibles set at the IRS minimum levels (\$1,400/\$2,800 for individuals and families, respectively) and will index to meet the IRS requirements for a HDHP. A summary of the Plan Document shall be made available to all members electronically. Through the life of this Agreement, the Board may offer additional plan options for health insurance. However, any change in benefits within the main health insurance plan shall be made by mutual agreement between the Board and the Association.
- B. As of January 1, 2014, the per-pay contribution of a member shall not increase more than an additional ten dollars (\$10.00) per pay for single coverage and twenty dollars (\$20.00) per pay for family coverage per year.
- C. The Board will pay the premium for a thirty thousand dollar (\$30,000) term life insurance policy for each member.
- D. The Board shall pay on behalf of all members seventy-five percent (75%) per month for the Group Dental Plan premiums. The member shall pay twenty-five percent (25%).
- E. The Board shall have sole authority to negotiate terms and conditions of insurance benefits and premiums with, and to select carriers of, group insurance plans; and the Board may change such carriers at any time it deems such change will accrue to the financial benefit of either the Board or members, provided that such change(s) in carriers will not result in any reduction in, or loss of, benefits to members which they enjoy now or may enjoy under any succeeding benefit plan. Any changes in benefits shall be made by mutual agreement between the Board and the Association. The Association shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s).



- F. If the member elects not to participate in the District's insurance plan, upon proof of other insurance coverage the member shall receive an annual opt-out incentive of \$1,500.00 during each year the member elects to not participate in the insurance plan. Elections are made on a yearly basis. This payment will be paid to the member in a separate check at the end of the fiscal year. If both spouses are employed by the District, and one of them takes the District health insurance, then neither will be eligible for this compensation.
- G. The Board shall establish a 125 flex-spending account for each member. The account shall be for the reimbursement of qualifying medical/dental and/or vision expenses. Members may elect to contribute money to the 125 flex-spending account.
- H. The Board will provide a Health Savings Account for all covered employees funded in the amount of \$700, which amount shall be available in January 2020, and \$500, which amount shall be available in January 2021.

#### **ARTICLE XXIV - SALARY**

- A. Members shall be paid the following based on their classification and experience using a new salary index, created for the 2022-2023 school year.

Pay increases shall be figured on the base pay for each classification at 1.25% for 2022-2023, 3.0% for 2023-2024, and 3.0% for 2024-2025. Members shall move steps if scheduled to do so.

- B. All members' wages shall be calculated based on twenty-four (24) equal pay periods. The pay dates for all periods shall be the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) by direct deposit for all members. Effective July 1, 2012 all paychecks will be electronically deposited into an account designated by the member and each member will receive notification of his/her pay by email.
- C. When a pay date falls on any day other than a normal working day, e.g., a weekend or a holiday, the pay date shall be the preceding normal work day, e.g., Friday or the last day before a holiday.
  - 1. The Board agrees to "pick up" using the salary reduction method of contributions to the School Employees Retirement System (SERS) paid on behalf of members at no cost to the Board, by an amount equal to the amount "picked up" by the Board for the purposes of determining State and Federal income taxes only.

2. Each member will be responsible for compliance with the Internal Revenue Service salary exclusion allowance regulations with respect to the Board's "pick up" in combination with any other tax deferred compensation.
- D. Any member required to use his/her own vehicle to perform assigned duties for the District shall be paid at the current IRS rate per mile for reimbursement by the Board.
- E. **Longevity Payments**

Members at step twenty-one (21) of the salary schedule shall receive two annual longevity payments of \$500.

The longevity payments shall be made in two (2) equal installments on the last paycheck in June and the first paycheck in December. Only members employed for a six (6) month period prior to each installment shall be eligible for the longevity pay.

2022/2023 Salary Schedule				
STEP	INDEX	GENERAL SECRETARY/ OFFICE ASSISTANT	TEACHING ASSISTANT	BUILDING SECRETARY
0	1.000	\$16.61	\$16.98	\$17.43
1	1.025	\$17.03	\$17.40	\$17.87
2	1.050	\$17.44	\$17.83	\$18.30
3	1.075	\$17.86	\$18.25	\$18.74
4	1.100	\$18.27	\$18.68	\$19.17
5	1.125	\$18.69	\$19.10	\$19.61
6	1.150	\$19.10	\$19.53	\$20.04
7	1.175	\$19.52	\$19.95	\$20.48
8	1.200	\$19.93	\$20.38	\$20.92
9	1.225	\$20.35	\$20.80	\$21.35
10	1.250	\$20.76	\$21.23	\$21.79
11	1.275	\$21.18	\$21.65	\$22.22
12	1.300	\$21.59	\$22.07	\$22.66
13	1.325	\$22.01	\$22.50	\$23.09
14	1.350	\$22.42	\$22.92	\$23.53
15	1.375	\$22.84	\$23.35	\$23.97
16	1.400	\$23.25	\$23.77	\$24.40
17	1.425	\$23.67	\$24.20	\$24.84
18	1.450	\$24.08	\$24.62	\$25.27
19	1.475	\$24.50	\$25.05	\$25.71
20	1.500	\$24.92	\$25.47	\$26.15

2023/2024 Salary Schedule				
STEP	INDEX	GENERAL SECRETARY/ OFFICE ASSISTANT	TEACHING ASSISTANT	BUILDING SECRETARY
0	1.000	\$17.11	\$17.49	\$17.95
1	1.025	\$17.54	\$17.93	\$18.40
2	1.050	\$17.97	\$18.36	\$18.85
3	1.075	\$18.39	\$18.80	\$19.30
4	1.100	\$18.82	\$19.24	\$19.75
5	1.125	\$19.25	\$19.68	\$20.19
6	1.150	\$19.68	\$20.11	\$20.64
7	1.175	\$20.10	\$20.55	\$21.09
8	1.200	\$20.53	\$20.99	\$21.54
9	1.225	\$20.96	\$21.43	\$21.99
10	1.250	\$21.39	\$21.86	\$22.44
11	1.275	\$21.82	\$22.30	\$22.89
12	1.300	\$22.24	\$22.74	\$23.34
13	1.325	\$22.67	\$23.17	\$23.78
14	1.350	\$23.10	\$23.61	\$24.23
15	1.375	\$23.53	\$24.05	\$24.68
16	1.400	\$23.95	\$24.49	\$25.13
17	1.425	\$24.38	\$24.92	\$25.58
18	1.450	\$24.81	\$25.36	\$26.03
19	1.475	\$25.24	\$25.80	\$26.48
20	1.500	\$25.67	\$26.24	\$26.93

## **ARTICLE XXV - SEVERANCE**

A. Severance pay will be in accordance with the Board's policy as follows:

1. Five (5) years of consecutive employment service with the District is required for eligibility.
2. The rate of severance pay will be a maximum of one-fourth (1/4) of accrued days up to 240. Members who have accrued the maximum 240 sick leave days at the beginning of a school year can take up to fifteen (15) additional sick leave days per year that will not be charged against the original 240 days. Members taking sixteen (16) or more sick leave days shall have any sick leave days deducted from their original 240 days.
3. Payments under this Article shall be based on the member's regular daily rate of pay at the time of retirement.
4. In order to qualify for severance pay under this Article, written evidence from the member of the member's approval for retirement benefits from the School Employees Retirement System (SERS) must be received by the Superintendent or Treasurer within one hundred twenty (120) days from the date of separation of service from the District. Severance pay shall be made only once to any member and shall result in the cancellation of all remaining accumulated but unused sick leave.

### **5. Severance Payment**

Members, at their option and at the time of retirement, may take their accumulated severance in either (1) a one-time, lump-sum payment, or (2) one-half (1/2) of their severance in the year of their retirement and one-half (1/2) in the next tax year.

An additional severance pay at the time of retirement, shall be made at the rate of one-half (1/2) of all accumulated and unused personal leave days, to a maximum of five (5) personal days which equals 2.5 days of severance pay.

## **ARTICLE XXVI - TUITION FREE/OPEN ENROLLMENT**

Members who do not reside in the District may open enroll their children as pupils, subject to the following conditions:

- A. Each member desiring to open enroll a non-resident pupil under this Article shall make application to the District for enrollment not later than March 1 of the first year of enrollment. The member will notify the District by March 1 of each year



after the first year of enrollment of the member's desire to continue the enrollment of a nonresident child enrolled during the previous year. Children of members will be enrolled before any other students from outside of the District are considered. Members will pay any tuition charges for preschool and all-day kindergarten if such program fees are charged to residents of the District.

- B. Members must designate their building preference for enrollment by March 1 of each year, and their children will be assigned accordingly. Members that do not indicate a building preference by March 1 will be considered for enrollment in the building of preference but such placement will not be guaranteed. The Board will annually send a notice to members regarding this program.
- C. The Board will adopt the resolution required by Ohio Revised Code 3313.64. This Article shall be administered in accordance with applicable provisions of Ohio law.
- D. Should open enrollment cease to exist, members will still be offered tuition free enrollment.

#### **ARTICLE XXVII - RETIRE/REHIRE**

- A. The Board is authorized to fill any bargaining unit vacancy with a previously retired (from any public retirement system) applicant subject to the conditions provided below.
- B. Upon initial rehire, a previously retired member will be granted a maximum of five (5) years' service credit as determined by the Superintendent. The re-employed staff member will not be entitled to any annual step advancement.
- C. The re-employed staff member shall receive a one-year contract that will automatically expire at the end of the school year without Board action of non-renewal or notice. At the end of any expired contract the Board may, but shall not be required to, offer the staff member another one-year contract.
- D. The re-employed staff member will not accumulate any seniority.
- E. The re-employed staff member will not be eligible for severance pay.
- F. The Board and the Association intend this provision to supersede and take the place of R.C. 3319.081 and any other conflicting provision of Ohio law.

#### **ARTICLE XXVIII - NEGOTIATED AGREEMENT MAINTENANCE**

##### **A. Waiver of Negotiations**

The Board and the Association acknowledge that during negotiations resulting in

this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter that this Negotiated Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive during the life of this Negotiated Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Negotiated Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Negotiated Agreement.

**B. No Strike Clause**

Neither the Association nor any of its members shall cause, engage in, or sanction any strike, slow-down or any other such concerted action against the Big Walnut Local School District for the term of this Negotiated Agreement.

**C. Conflict with Law Clause**

If any provision of this Negotiated Agreement, or any application of the provisions of this Negotiated Agreement, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements shall be inoperative until brought into compliance, but the remaining provisions hereof shall remain in effect.

**D. Midterm Bargaining**

If midterm bargaining is conducted, the parties shall commence negotiations with a written request. If negotiations are conducted they shall commence within twenty (20) workdays. If an agreement is not reached within twenty (20) workdays of the commencement of such negotiations, the parties shall proceed with the impasse procedures set forth in Article V, Negotiations Procedures, including the Association's express reservation of its right to strike in regard to the midterm bargaining issues.

**E. Printing of Negotiated Agreement**

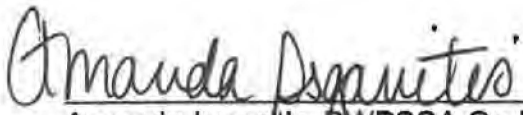
The Association and/or the Superintendent shall provide to the Board a clean, finalized copy of the Negotiated Agreement. The Association shall be in charge of distribution of Negotiated Agreements to new hires. The Superintendent shall provide electronic access to the Negotiated Agreement. All officers, building representatives and appointed/ elected officers are permitted to use District equipment and supplies to print copies of the Negotiated Agreement.

**F. Duration of Contract**

This Negotiated Agreement shall become effective 12:00:01 a.m., July 1, 2022 and shall continue in full force and effect until 11:59:59 p.m., June 30, 2025, except for those individual items otherwise noted.

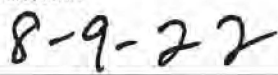
IN WITNESS WHEREOF, the parties have caused this Negotiated Agreement to be executed on the day and year set forth below:

For the Association

  
Amanda Isgantlis, BWPSSA Co-President

  
Kriste Martin, BWPSSA Co-President

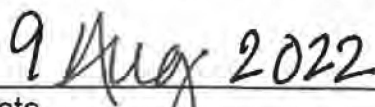
\_\_\_\_\_  
Will Klatt, OEA Labor Relations  
Consultant

  
Date

For the Board

  
Ryan McLane, Superintendent

\_\_\_\_\_  
Dane Gaschen, Board Attorney

  
Date

BIG WALNUT LOCAL SCHOOL DISTRICT  
GRIEVANCE REPORT FORM

LEVEL I - IMMEDIATE SUPERVISOR

Grievance # \_\_\_\_\_

Name of Grievant(s)/Association: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Statement of Grievance: (Concise statement of facts upon which grievance is based, including specific provisions of the Negotiated Agreement allegedly violated, misinterpreted or misapplied: \_\_\_\_\_

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

B. 2. Relief Sought: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

C. Disposition by Immediate Supervisor: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**LEVEL II (SUPERINTENDENT)**

A. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

C. Date Received by Superintendent or Designee: \_\_\_\_\_

D. Disposition by Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent or Designee: \_\_\_\_\_

Date: \_\_\_\_\_



**LEVEL III - Mediation**

Reason for Request of Mediation:

---

---

---

---

Signature of Grievant

Date of Request

Date of Scheduled Mediation: \_\_\_\_\_

**LEVEL IV - Arbitration**

A. Position of Grievant (Notification of intent to proceed to arbitration): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Signature of Superintendent or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Plan Name</b>	<b>BC-Q8 MOD3 (HSA) Rx Plan:</b>
Product	Choice + Insurance *
Option	Replace Opt 1
Plan Offering	Dual Option
Multiple Option with: HRA or HSA	HSA
<b>Benefits*</b>	<b>Network Single/Family</b>
Office Copay (PCP/SPC)	PCP N/A, SPC N/A
Hospital Copays	OP N/A, IP N/A
UC/ER/Major Diag Copay	UC N/A, ER N/A, MD N/A
Other	ENRP
Deductible	1400/2800 (Non-Embedded)
Coinsurance	90%
Out-of-Pocket	\$3000/6000
Pharmacy	\$10/30/60; 2.5x MO Integ med/rx
	<b>Out of Network Single/Family</b>
Deductible	\$3000/6000 (Non-Embedded)
Coinsurance	70%
Out of Pocket	\$6000/12000

Pharmacy copays will only apply after the deductible has been satisfied on HSA plans with integrated medical/pharmacy deductibles.

Deductibles and out-of-pocket maximums will index as applicable to maintain IRS requirements for a High Deductible Health Plan (HDHP).

## CLASSIFIED STAFF EVALUATION

**Big Walnut Local School District Classified Staff Evaluation**

*A new evaluation document shall be created by September 30, 2019, with a committee formed between two (2) members appointed by the Association and two (2) administrators appointed by the Superintendent. If agreement on a new evaluation document cannot be reached by September 30, 2019, the current document shall remain in effect for the first year of the contract and the committee shall reconvene to attempt to create a new evaluation document for any subsequent years.*

Name of Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number of Years in Current Position: \_\_\_\_\_

Consider the employee's performance during the course of their assigned work year. Circle the appropriate number on the scale for each area.

**Relationships**

1	2	3	4	5
Has not developed strong positive relationships with students, staff and parents.		Is in the process of developing strong positive relationships with students, staff and parents.		Has developed strong positive relationships with students, staff and parents.

**Quality of Work**

1	2	3	4	5
Many job tasks have to be redone. Has difficulty in correctly completing the job the first time.		Correctly completes most jobs. Is conscious of the value of quality work. Strives to achieve error-free work.		Totally understands top quality work. Consistently meets work quality standards.

**Position Knowledge**

1	2	3	4	5
Knowledge of the job requirements is limited. Required skills are weak.		Has the knowledge and the skills to handle day-to-day job duties. Still has some aspects of the job to learn and some skills that should be improved.		Has outstanding job knowledge and skills in all aspects of the job, including unpredicted aspects of the job.

**Attitude**

1	2	3	4	5
Often has a negative attitude. Verbalizes negatives frequently. Does not show enthusiasm for the job.		Accepts most job assignments with enthusiasm. Can adapt readily to pressure situations.		Accepts and completes job assignments. Sets an example for other employees. Verbalizes positive aspects of the job and the school district.

Name of Employee: \_\_\_\_\_

**Time Management**

1	2	3	4	5
Frequently misses deadlines. Does not efficiently use time to complete assigned job tasks.		Usually plans time well and meets commitments. Does not always provide for the unexpected. Gets job done within normal time limits.		Uses time efficiently. Completes all tasks assigned in a timely manner. Is flexible in completing extra assigned job tasks.

**Initiative**

1	2	3	4	5
Only meets minimum requirements. Requires supervision and direction.		Requires minimal supervision. Usually will proceed with tasks in supervisor's absence.		Works extremely well independently. Self-motivated.

**Attendance**

1	2	3	4	5
Is consistently late or absent from work.		Usually is punctual and regular in attendance.		Is rarely late and rarely absent from work.

**Overall Performance Rate** (Rate shall be the average of the 7 preceding criteria rounded to the nearest whole number.)

1	2	3	4	5
Unsatisfactory	Needs Improvement	Satisfactory	Above Average	Outstanding

- List specific strengths exhibited by the employee: \_\_\_\_\_  
\_\_\_\_\_
- List specific areas which require improvement: \_\_\_\_\_  
\_\_\_\_\_
- Describe a specific plan for improving unsatisfactory areas. Any and all member input shall be given full consideration: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature\_\_\_\_\_  
Evaluator Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Date

# BIG WALNUT

## LOCAL SCHOOL DISTRICT

105 Baughman Street • Suite A • Sunbury, OH 43074 • 740.965.3010 • (fax) 740.965.4688

### EMPLOYEE LEAVE REQUEST FORM

Employee Name: \_\_\_\_\_

 AESOP # \_\_\_\_\_  
 (if applicable)

Date(s) of Absence	Duration (1/2 day, 1 day)	*Reason Code:
Total Days		

*Reason Codes:	
1 – Sick Leave – Personal Illness/Injury	7 – Death in Family
2 – Sick Leave – Family Illness/Injury	8 – Professional
3 – Personal (OAPSE only)	9 – Field Trip, IEP Meetings, etc.
4 – Unrestricted Personal	10 – Unpaid
5 – Vacation	11 – Other
6 – Jury Duty	

Substitute Information (for office use only)
Substitute Name(s):

 \_\_\_\_\_  
 Signature of Employee

 \_\_\_\_\_  
 Date

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

 \_\_\_\_\_  
 Date





2022/2023 Salary Schedule				
STEP	INDEX	GENERAL SECRETARY/ OFFICE ASSISTANT	TEACHING ASSISTANT	BUILDING SECRETARY
0	1.000	\$16.61	\$16.98	\$17.43
1	1.025	\$17.03	\$17.40	\$17.87
2	1.050	\$17.44	\$17.83	\$18.30
3	1.075	\$17.86	\$18.25	\$18.74
4	1.100	\$18.27	\$18.68	\$19.17
5	1.125	\$18.69	\$19.10	\$19.61
6	1.150	\$19.10	\$19.53	\$20.04
7	1.175	\$19.52	\$19.95	\$20.48
8	1.200	\$19.93	\$20.38	\$20.92
9	1.225	\$20.35	\$20.80	\$21.35
10	1.250	\$20.76	\$21.23	\$21.79
11	1.275	\$21.18	\$21.65	\$22.22
12	1.300	\$21.59	\$22.07	\$22.66
13	1.325	\$22.01	\$22.50	\$23.09
14	1.350	\$22.42	\$22.92	\$23.53
15	1.375	\$22.84	\$23.35	\$23.97
16	1.400	\$23.25	\$23.77	\$24.40
17	1.425	\$23.67	\$24.20	\$24.84
18	1.450	\$24.08	\$24.62	\$25.27
19	1.475	\$24.50	\$25.05	\$25.71
20	1.500	\$24.92	\$25.47	\$26.15

2023/2024 Salary Schedule				
STEP	INDEX	GENERAL SECRETARY/ OFFICE ASSISTANT	TEACHING ASSISTANT	BUILDING SECRETARY
0	1.000	\$17.11	\$17.49	\$17.95
1	1.025	\$17.54	\$17.93	\$18.40
2	1.050	\$17.97	\$18.36	\$18.85
3	1.075	\$18.39	\$18.80	\$19.30
4	1.100	\$18.82	\$19.24	\$19.75
5	1.125	\$19.25	\$19.68	\$20.19
6	1.150	\$19.68	\$20.11	\$20.64
7	1.175	\$20.10	\$20.55	\$21.09
8	1.200	\$20.53	\$20.99	\$21.54
9	1.225	\$20.96	\$21.43	\$21.99
10	1.250	\$21.39	\$21.86	\$22.44
11	1.275	\$21.82	\$22.30	\$22.89
12	1.300	\$22.24	\$22.74	\$23.34
13	1.325	\$22.67	\$23.17	\$23.78
14	1.350	\$23.10	\$23.61	\$24.23
15	1.375	\$23.53	\$24.05	\$24.68
16	1.400	\$23.95	\$24.49	\$25.13
17	1.425	\$24.38	\$24.92	\$25.58
18	1.450	\$24.81	\$25.36	\$26.03
19	1.475	\$25.24	\$25.80	\$26.48
20	1.500	\$25.67	\$26.24	\$26.93

2024/2025 Salary Schedule				
STEP	INDEX	GENERAL SECRETARY/ OFFICE ASSISTANT	TEACHING ASSISTANT	BUILDING SECRETARY
0	1.000	\$17.62	\$18.01	\$18.49
1	1.025	\$18.06	\$18.46	\$18.95
2	1.050	\$18.50	\$18.91	\$19.41
3	1.075	\$18.94	\$19.36	\$19.88
4	1.100	\$19.38	\$19.81	\$20.34
5	1.125	\$19.82	\$20.26	\$20.80
6	1.150	\$20.26	\$20.71	\$21.26
7	1.175	\$20.70	\$21.16	\$21.73
8	1.200	\$21.14	\$21.61	\$22.19
9	1.225	\$21.58	\$22.06	\$22.65
10	1.250	\$22.03	\$22.51	\$23.11
11	1.275	\$22.47	\$22.96	\$23.57
12	1.300	\$22.91	\$23.41	\$24.04
13	1.325	\$23.35	\$23.86	\$24.50
14	1.350	\$23.79	\$24.31	\$24.96
15	1.375	\$24.23	\$24.76	\$25.42
16	1.400	\$24.67	\$25.21	\$25.89
17	1.425	\$25.11	\$25.66	\$26.35
18	1.450	\$25.55	\$26.11	\$26.81
19	1.475	\$25.99	\$26.56	\$27.27
20	1.500	\$26.43	\$27.02	\$27.74