

**NEGOTIATED AGREEMENT BETWEEN THE
BLACK RIVER BOARD OF EDUCATION AND
THE BLACK RIVER EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION, OEA/NEA**

**EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2028**

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ARTICLE I
RECOGNITION

A. RECOGNITION

1. The Board of Education of the Black River School District (hereinafter referred to as the "Board") recognizes the Black River Education Support Professionals Association affiliated with the Ohio Education Association and the National Education Association OEA/NEA (hereinafter referred to as the "Association" or "BRESPA"), thereafter referred to as the sole and exclusive bargaining agent for the following described unit:
 - a. Operations Department
 1. Custodial/Maintenance
 2. Custodian
 - b. Transportation Department
 1. CDL Driver with Bus Endorsement
 2. Handicap Attendant/Transportation
 3. Automobile Route
 4. District Mechanic
 - c. Secretarial
 1. Building Secretaries
 2. Guidance Secretaries
 - d. Food Service Department
 1. Lead Cook
 2. Food Service Assistant
 - e. Paraprofessional Department
 1. Pre-School Paraprofessionals
 2. Paraprofessionals
 - f. Library/Media Department
 1. Library Assistants
 2. Media Center Assistants
 - g. Cafeteria Department
 1. Cafeteria/Lunch Monitor
2. Excluded from the bargaining unit shall be the Superintendent, Treasurer, Treasurer's office employees, Maintenance Supervisor, EMIS Coordinator, Assistant Maintenance Supervisor, Secretary to the Superintendent, Transportation Supervisor/Mechanic, Records Control Officer, Cafeteria Supervisor or Food Service Supervisor, all certified personnel, and substitutes.

3. Recognition of Board and Superintendent

The Association recognizes the Board as the elected representative of the people of the Black River School District and as the employer of the employees of the Black River School District in the bargaining unit.

The Superintendent is recognized as the chief executive officer of the Board. Throughout this agreement, reference to the "Board" and/or "Superintendent" will include the designee of each.

4. New Jobs

a. If the Board establishes a new job classification, which is related to the work performed by members of the Association's bargaining unit, such job classification shall be included in the Association's bargaining unit. Should there be any question concerning placement of the new position or classification in the bargaining unit, or its possible exclusion, the Association and the Board shall meet to discuss such.

b. If a substantial change is made in the job content or workload of one of the classifications covered by this Agreement, the following procedures shall apply: should the Association contend that such change is substantial enough to affect the wage rate of that classification, it shall inform the Employer in writing of such a contention within twenty (20) working days from the notification to the employee of such change. The Employer and the Association shall meet within fifteen (15) working days to discuss this contention and to negotiate same.

c. The Board retains the right to unilaterally implement its proposed wage rate for any new or altered job classification as set forth above while the bargaining process continues. Any new wage rates established by agreement between the Association and the Board shall be retroactive to the date upon which the job content or workload was first changed.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. REQUEST TO OPEN

If either party desires to negotiate items which are proper subjects of negotiation, it shall notify the other party in writing, not sooner than one hundred and twenty (120) days nor later than sixty (60) days prior to the expiration date of the Agreement. Notification in writing from the Association shall be addressed to the Superintendent, and from the Board shall be addressed to the Association spokesperson. The first meeting shall be held thirty (30) days following notification, unless the parties agree otherwise.

1. Negotiation Procedures

- a. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of negotiation. Except by mutual agreement, meetings shall be held at a time other than the regular school day.
- b. Unless the parties agree otherwise, the Board and the Association shall be represented at all negotiations meetings by teams designed as follows:
 - (1) The Board team will have no more than five (5) members and up to two (2) observers.
 - (2) The Association team will have no more than five (5) members and up to two (2) observers.

3. Assistance and Study Committees

- a. Upon mutual agreement of the parties, professional or lay consultants and/or other individuals with expertise or specific knowledge may be invited to address an issue or issues under consideration at negotiations. The expense of securing the attendance of such individuals shall be borne by the party requesting same. Such individuals may be questioned during negotiating sessions by either party.
- b. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when the parties set up the committee.

4. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and other available information that will assist the parties in the development and evaluation of proposals. Neither party is required to furnish information made privileged by law. Access to available information in such forms as it may exist constitutes compliance with this provision. Neither party is obligated to develop data or information not in existence or to re-work, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

B. AGREEMENT

Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party, which constitutes tentative agreement and is not subject to further negotiations unless the final tentative agreement is refused by the Association or Board at the time of ratification. Final agreement reached through negotiations shall be reduced to writing and submitted to the Association and the Board for approval. Unless the parties agree otherwise, the Association shall take action on the tentative agreement within

fifteen (15) days and the Board shall act upon the tentative agreement within fifteen (15) days following approval by the Association. When approved by both parties, the agreement shall be signed on behalf of the parties.

C. DISAGREEMENT

If agreement is not reached within forty-five (45) days after the first meeting in Article II (C) above is held, either party may request the assistance of a mediator. Within five (5) days of the request either party may contact the Federal Mediation and Conciliation Service or another mutually agreed upon mediator/mediation service to appoint a mediator. Mediation shall continue until a settlement is reached or the expiration of the Agreement, whichever is sooner, and if the parties mutually agree it may continue thereafter. The cost of mediation, if any, shall be equally shared by the Association and the Board. The recommendation of the mediator shall not be binding upon the parties.

D. EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Article II (E) constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

ARTICLE III

EMPLOYEE RIGHTS

A. EMPLOYMENT AND PROBATIONARY PERIOD

1. Newly hired employees shall serve a probationary period of one hundred twenty (120) actual days worked. During that time, the employee shall have no seniority rights and may be discharged by the Board without just cause and without recourse under law or the grievance procedure. At the conclusion of the probationary period, seniority shall be computed from the beginning of the probationary period. To the extent that it conflicts with Ohio Revised Code Section 3319.081, the parties agree that this provision shall supersede and replace same.

If a probationary employee is rehired for the following school year, his/her written contract shall be limited to a two-year contract. Thereafter, the employee upon rehire for another contract period(s) shall receive a limited contract as provided in Ohio Revised Code Section 3319.081 – three subsequent limited contracts for a period of two years each – until s/he is eligible under applicable law for a continuing contract.

2. It is acknowledged by the Association and the Board that criminal records investigations reports are required for applicants and, periodically by all current employees under state law. It is expressly agreed between the Board and the Association that the Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. If any discharge of an employee must occur, the mandates of the contract relative to disciplinary procedure shall not be required.

B. DISCIPLINARY PROCEDURES

1. A bargaining unit member shall have the right to be represented by the Association at conferences with the Administration which the member has reason to believe could lead to discipline. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representation or any other person of his/her choice and the identity of the representative(s). It is not the intent of the parties that this provision will prohibit the removal of a member from the premises in extraordinary circumstances, provided, however, that the disciplinary hearing be held in an expedient manner.
2. The Board shall not initiate any disciplinary action for any cause arising more than six (6) months preceding the date upon which the Board acquires knowledge of the relevant surrounding circumstances.
3. A bargaining unit member shall not be disciplined without just cause. The following are guidelines for progressive disciplinary action which may be considered for disciplinary actions. Depending on the nature of the offense/violation, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any of the following levels:
 - Step 1 - Verbal Warning: Verbal notification to the member.
 - Step 2 - Reprimand: Written reprimand to the immediate supervisor, the personnel file, the member, and the Association President.
 - Step 3 - Suspension: Disciplinary removal with loss of pay may be given. All suspensions and/or loss of pay must be given by the Superintendent, with a written copy to the immediate supervisor, the personnel file, the bargaining unit member, and the Association President.
 - Step 4 - Termination of employment contract shall be by the Board.
4. Disciplinary actions beyond a written reprimand must meet commonly understood standards of just cause, including but not limited to those set forth in Ohio Revised Code Section 3319.081, and OEA/NEA representation may be available at these levels upon the request of the bargaining unit member.
5. No member will experience a loss in pay until the disciplinary meeting is held.

C. ACCESS TO PERSONNEL RECORDS

1. A bargaining unit member may request a review of his/her personnel file with the Superintendent. All items in the personnel file shall be available to the member. The member may have representation when reviewing the file contents. The Board will provide members with a reasonable amount of copies, not to exceed twenty (20) pages per year, at no cost. The member may place a written notice of rebuttal with any disputed item on the file within fifteen (15) working days of the disputed item being placed in the member's file. Bargaining unit members may dispute the accuracy of any item(s) in the file and request that the Superintendent review such item(s) for possible removal from the file in accordance with ORC Section 1347, et. seq. The Superintendent will notify the member of the decision on the request to remove data.
2. In the event any person, other than the bargaining unit member's supervisor or other administrator, seeks to review the personnel file of a member, notification to the bargaining unit member will be made in advance of such review, if possible. Where possible, such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. Reasonable efforts will be made to provide the bargaining unit member the opportunity to be present at the time of the review and be accompanied by a representative of his/her choice. This clause is waived whenever a duly processed search warrant is presented.
3. Items relating to work performance and/or discipline shall be signed and dated by the appropriate administrator and the bargaining unit member, and a copy provided to the bargaining unit member prior to placement in the personnel file. No materials shall be placed in a member's personnel file which comes from any anonymous source.

D. EVALUATION PROCEDURE

1. The purpose of the evaluation process is to provide a mechanism for the assessment of a bargaining unit member's work performance and help the member achieve greater effectiveness in the performance of his or her work assignment.
2. Written evaluations of bargaining unit members will be conducted by the member's immediate supervisor utilizing the evaluation form in Appendix A.
3. The evaluator shall evaluate each bargaining unit member based on observation of his/her performance and/or work product.
4. Upon completion of a performance evaluation by the bargaining unit member's supervisor, the supervisor shall discuss the evaluation with the member. The member shall sign the evaluation to indicate receipt of a copy of the completed form. The bargaining unit member's signature merely indicates that the member has received a copy of the evaluation; it does not indicate agreement with its contents.

Refusal of the member to sign the evaluation form shall constitute waiver of the member's rights to a review of the performance evaluation.

- a. Each bargaining unit member shall receive at least one (1) evaluation per year. All member evaluations will be completed and reviewed by the immediate supervisor by March 31 for all less-than-12-month employees and by April 30 for all 12-month employees.
5. For bargaining unit members dissatisfied with the results of an evaluation, the internal review procedures shall include two (2) steps:
 - a. A review by the Superintendent or designee, if requested.
 - b. If dissatisfied following this review, the member may attach a rebuttal to the evaluation.
6. No bargaining unit member shall be responsible for the evaluation of another member.
7. In the event a bargaining unit member receives an unsatisfactory rating in any area, the evaluator shall provide the member with specific, written recommendations for improvement. The evaluator shall remain available to provide assistance to the member as he/she attempts to remediate his/her deficiencies; however, the ultimate responsibility for improvement rests with the member. A member will be given at least twenty (20) workdays following the evaluation before he/she is re-evaluated. The member also may request to be re-evaluated.
8. Members shall be entitled to Association representation at internal review procedure, (D)(5) above.
9. Only the evaluation procedures shall be grievable.

E. JOB DESCRIPTION

1. A job description shall be provided to all new employees at time of employment, and to bargaining unit members who transfer and/or are promoted to a new position at time of transfer or promotion.
2. Existing job descriptions will be reviewed by the Administration to see whether they are current and applicable to existing responsibilities. Copies of any new or revised job descriptions will be provided to the Association President prior to implementation.

F. SALARY NOTICES

1. Bargaining unit members shall annually be issued a written salary notice containing the following information:
 - a. Date of initial employment
 - b. Hourly rate of pay

- c. Classification
 - d. Scheduled hours per day or hours per week
2. In addition, if a member is serving a probationary period, he/she shall be advised in writing of the approximate date the probationary period ends.

G. PAYROLL DEDUCTIONS

In addition to deductions required by law for local, state, and federal taxes and the State Employees Retirement System, a bargaining unit member, upon compliance with the procedure specified below, may request the following voluntary payroll deductions.

1. Tax-Sheltered Annuities
- a. Upon submission of written authorization to the Treasurer, a bargaining unit member may authorize deductions for Section 403(b) and/or Section 457(b) tax- sheltered annuity program. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the program.
 - b. The Board shall forward, by the tenth (10th) of the following month to the annuity carrier, all monies withheld from the member for the purpose of income reduction.
 - c. Companies wishing to have their name added to the list must have at least six (6) employees on their programs and have to furnish all appropriate documents, license, and instruments to be sold to members. Companies must be approved by the Black River Treasurer before the annuity process can take place.
 - d. The annuity company must furnish the MEA (Maximum Exclusion Allowance) documents annually for each member and/or at every change. This process must be approved by the Treasurer prior to initial or changed deductions.
 - e. Members (through their annuity company), who participate in tax- sheltered annuity withholding, will indemnify and hold the Board harmless for any claims arising out of such participation.
2. Section 125 Deductions
- For members participating in the District Health Insurance program, flexible spending and/or dependent care accounts through the Section 125 Plan, deductions will be made through payroll.

3. Other

- a. Upon submission of written authorization to the Treasurer, a bargaining unit member may authorize deductions for additional programs, provided the deduction is permitted by law.
- b. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the insurance program.

ARTICLE IV

LEAVES

A. SICK LEAVE

1. Each full-time bargaining unit member shall be entitled, for each completed month of service, to sick leave credit of one and one-fourth (1 1/4) days per month with pay which totals fifteen (15) days per year. Sick leave for a bargaining unit member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her contract of employment. Bargaining unit members shall receive notification of accumulated sick leave to date with pay notification; however, to obtain the accurate and up to date accumulation, bargaining unit members should contact the Treasurer's office.
2. A maximum of three hundred fifty (350) days may be accumulated.
3. A bargaining unit member who transfers from an Ohio public agency or Ohio school district shall be credited with the unused balance of his/her sick leave. The member shall be responsible for ensuring that the Treasurer receives notice from the prior employer before such credit is recorded.
4. Bargaining unit members may use sick leave upon notification to the immediate supervisor for absence due to: personal illness, illness or disability due to pregnancy*, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury, in the employee's immediate family. (*Pregnancy, as such, is an allowable cause for an employee of the Board to use sick leave with the length of time after delivery to be determined by the attending doctor in a statement to the Board). The immediate family includes: father, mother, brother, sister, spouse, son, daughter, grandmother, grandfather, legal guardian, foster or stepparents, stepchildren, step grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, and granddaughter of the bargaining unit member or their spouse and any person living in the home of the member. Members utilizing sick leave are expected to provide sufficient prior notice to the Board to facilitate the securing of a

substitute worker. Failure to provide adequate prior notice is grounds for disciplinary action.

5. Sick leave shall be deducted in hourly increments.
6. Any violation of this procedure may be considered grounds for disciplinary action.
7. Any bargaining unit member, during a contract year, with an illness, injury, or disability who is still unable to return to work after all accumulated sick leave has been exhausted, including the five (5) advanced days, shall request to be placed on an unpaid leave of absence or submit a resignation. A member shall be granted advancement once per school year and only after indebtedness of the previous advancement has been repaid. Any advancement shall be deducted from future accumulations. If for any reason a member is terminated or resigns prior to the completion of a full contract year and has used more than the amount of sick leave earned, any excess over the minimum of five (5) days provided by Ohio Revised Code Section 3319.08 shall be deducted from the member's final pay. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
8. To support maintenance of appropriate staffing levels, bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of four (4) or more days must, upon request, provide the Board with medical verification and information concerning the dates written off work.
9. A bargaining unit member who uses sick leave due to his/her personal illness is not permitted to then work a secondary job that same day. This would be grounds for disciplinary action. This provision does not apply to bargaining unit members who use sick leave for routinely scheduled doctor's appointments and/or for the care of an immediate family member due to illness or injury. In these instances, the bargaining unit member is still permitted to work secondary employment, provided the secondary work is performed outside the members regularly scheduled work hours for Black River Local School District.
10. A bargaining unit member will accumulate sick leave for the job/hours for which they work. In other words, he/she will accrue sick leave at the mathematical equivalent of the number of hours worked at the time sick leave was earned. So that any movement up or down in hours worked would result in a modification of the number of hours accrued.

Example:

A four (4) hour bargaining unit member, who has earned thirty (30) days of sick leave (120 hours), when transferred to an eight (8) hour position will have accumulated fifteen (15) days of sick leave (for the eight (8) hour position).

An eight (8) hour bargaining unit member, who has earned thirty (30) days of sick leave (240 hours), when transferred to a four (4) hour position will have accumulated sixty (60) days of sick leave (for the four (4) hour position).

11. The bargaining unit member is required to notify his/her immediate supervisor or designee, as soon as possible after becoming aware of the need to use sick leave. Not later than the second workday after returning to work from sick leave, the bargaining unit member shall complete, sign, and submit the Board provided absence form. Falsification or deliberate failure to complete the form shall constitute grounds for the discipline of the bargaining unit member's contract.
12. When the employee's attendance record shows an excessive and/or repetitive pattern of absenteeism, absence may be subject to administrative review and verification by the Superintendent or designated central office administrator.

B. SICK LEAVE BANK

A Sick Leave Bank shall be established from voluntary donations of sick leave days from BRESPA members. All dues paying members in good standing are eligible providing they have a minimum of seven (7) accumulated sick days. Members in good standing may donate a minimum of 1 day, although there will be no limit on the maximum number of days each member donates to the Sick Leave Bank in any enrollment period.

Members will donate sick leave to the Sick Leave Bank at the mathematical equivalent of the number of hours worked at the time sick leave is donated. Likewise, when members are granted "days" from the Sick Leave Bank, the days will be deducted in hourly increments based on the number of hours the employee works.

The deadline for voluntary donation to the Sick Leave Bank will be October 1st of the current school year. The Sick Leave Bank Donation form must be completed prior to intent to requesting to use any days from the Sick Leave Bank.

All forms for participation (Donation to the Bank and Application to use days from the Bank) will be provided by the association and/or treasurer's office and are included as Appendices L (Sick Leave Application form) and M (Sick Leave Donation form). All forms must be signed and turned in to the Association President either when donating days or when a member is applying to utilize the Sick Leave Bank.

1. A member may use the Sick Leave Bank if he/she has met the following criteria:
 - a. A member must have completed and turned in the Sick Leave Bank Donation form in Appendix L and have previously donated a minimum of 1 day in the year they intend to apply to use the Bank, or;
 - b. members in their first or second year of employment who apply to participate will be eligible even if they have not met the accumulation or donation requirements above. Further, donation of days to the Sick Leave Bank will not be required until the member's third year of employment;

- c. the member, or a member of the member's immediate family (limited to spouse, children, or parents), must have a current or past catastrophic or long-term illness, injury, event, or accident;
- d. the need for sick leave must be verified by written communication from the employee's doctor and approved by the Board;
- e. the member must have exhausted all accumulated sick days and all advanced sick days to be eligible to apply to use donated days from the Bank;
- f. bargaining unit members whose sick leave has been depleted by intermittent use will not generally qualify for this Sick Leave Bank benefit. In situations where intermittent leave was caused by the events in this section, under subparagraph c the member must show full documentation by his/her doctor to the Board regarding intermittent depletion of sick days as being caused by such an event/s.

2. Procedures for the Granting of Donated Sick Days:

- a. After approval by the Sick Leave Bank Committee the sick days shall be granted in 10 day increments up to 30 days in a school year. The applicant will receive notification on the Sick Leave Bank Approval Form (attached as APPENDIX L);
- b. There is no limit of how many times a member can use the Sick Leave Bank as long as the member stays in good standing and complies with the rules of the Sick Leave Bank;
- c. All unused donated days will be returned to the Sick Leave Bank;
- d. All cases will be reviewed by and approved/denied by the Sick Leave Bank Committee.

3. Sick Leave Bank Committee:

- a. A Sick Leave Bank Committee shall be formed to administer the benefits of the Sick Leave Bank. The Sick Leave Bank Committee will be empowered to adopt rules and regulations regarding participation in and around the operation of the Sick Leave Bank; although, decisions required to administer the Sick Leave Bank will not modify the current Agreement and are not subject to the grievance procedure described in Article XI of the Agreement between the Parties.
- b. The Sick Leave Bank Committee will be composed of six (6) members as follows (all Association members will be appointed by the Association):
 - 1. Association President
 - 2. Bus Driver

3. Secretary/Paraprofessional
 4. Cook
 5. Custodian
 6. One (1) Administrative representative appointed by the Superintendent to act in a non-voting capacity
- c. The Sick Leave Bank Committee will be called upon to make decisions identifying an emergency which would grant additional leave to a bargaining unit member under specified conditions.
 - d. If the Sick Leave Bank is depleted to a total of 240 hours or less, the Superintendent will recommend voluntary donations to replenish the Sick Leave Bank. When such notification is received from the Superintendent to the Association President, Sick Leave Bank donations will be made that time throughout by completing the necessary form in addition to the yearly, required enrollment deadline.

C. PERSONAL LEAVE

It is the intent of this section to provide a bargaining unit member with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during work hours. A member shall be entitled to three (3) days of paid personal leave each year during his/her regular employment period.

The leave shall be granted:

1. Without loss of pay and other benefits.
2. In full, half, quarter day or two-hour increments. Once personal leave has been granted in the increment requested, it will not be changed without the approval of the Superintendent.
3. With no deduction from sick leave.
4. Subject to the availability of a qualified substitute if requested five (5) days [one hundred twenty (120) hours] in advance.
5. Provided no more than two (2) members of the bargaining unit of any one (1) building or more than four (4) members of the bargaining unit in the District take such leave on any one (1) day. For purposes of this section, "building" shall be defined as the physical building in which classes are held including the Black River Education Center (BREC) and the High School. For bus drivers and mechanics, no more than one (1) driver and one (1) mechanic can take such leave on any one (1) day. A bus driver and/or mechanic taking personal leave will not be included in the "building" calculation, however, drivers and mechanics will be included in the total District calculation. Such leave shall be granted on a first come, first serve basis until the maximum quota is reached.

6. To ensure efficient operations, personal leave may only be taken for emergencies beyond the member's control during the following times as listed below. The Superintendent maintains the sole discretion to approve personal leave for emergency reasons on a case-by-case basis:
 - a. The first two (2) weeks of school opening when students are present.
 - b. During the final four weeks of the school year, whether or not students are scheduled on campus.
 - c. Immediately preceding or following a scheduled break or holiday.
 - d. When the bargaining unit member is scheduled for professional development activities.
 - e. On Mondays and/or Fridays following spring break until the end of the school year.

An employee may request to take personal leave during the last four (4) weeks of school, whether or not students are present, to attend a school related activity or for military graduation ceremonies in his/her parental capacity, which may be granted only at the discretion of the Superintendent.

7. Unused personal days shall be converted to sick days on July 1 of the next fiscal year, unless the member notifies the Treasurer in writing by June 1st that the member wants unused personal days to carry over into the next fiscal year; however, a member may not carry over more than two (2) personal days into the next fiscal year under this provision.
8. For the purpose of attending any school sponsored field trip of the District, including, but not limited to, the Outdoor Education Trip, Washington D.C. Trip, Senior Trip, etc., bargaining unit members who want to use personal leave to participate in a school sponsored field trip in a parent capacity must identify the specific trip on their personal leave request form.
9. Notice of intent to use personal leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form in Appendix B at least five (5) days or one hundred twenty (120) hours in advance of the anticipated absence. The Superintendent will advise the member of approval or disapproval within forty-eight (48) hours of his/her receipt of the request. However, in the case of an emergency, notice to the immediate supervisor shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member can be made. Members requesting emergency personal leave must provide information relating to such request by utilizing the appropriate form (Appendix C). If circumstances make advance notice impossible, the member shall notify the immediate supervisor of his/her intent to use personal leave as soon as practical and file the form in Appendix C on the day of his/her return to work. The determination of whether or

not the basis of the employee's request constitutes an emergency will be made by the Superintendent.

D. PARENTAL LEAVE/ADOPTION LEAVE

1. A bargaining unit member shall, from the date of birth of a child or adoption, be entitled to a leave of absence. Such leave shall be unpaid.
2. Except in cases of a premature birth or other medical condition as documented by a physician, the member shall give the Superintendent at least thirty (30) days, prior to the anticipated date of birth or adoption, notice of intent to use such leave. Such statement of intent as to starting date and length shall be binding on the bargaining unit member. Return from Parental/Adoption leave shall coincide with the beginning of a semester.
3. The member may use parental leave for the remainder of the school year in which the child is born or adopted and have the right to return to the original position the following school year, if such position is still maintained by the District. A member may request an additional school year of leave but will have the right to position only if one is open and available upon return. Under no circumstances will such leave be granted for a time period exceeding twenty-four (24) months.
4. Early return from a parental leave may be requested in writing; however, the decision to permit an early return is within the discretion of the Superintendent. This leave provision shall not interfere with the right of the bargaining unit member to use accumulated sick leave for pregnancy (see (A) (4) above) including the right to combine sick leave and parental leave as long as same is so noted in the notice of intent to use leave.
5. A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.
6. Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. Bargaining unit members providing such notification will be reinstated at the beginning of the next succeeding school year unless an additional year of leave has been granted as set forth in (C) (3), above. "Reinstatement", as used in this provision, shall mean reinstatement to the same position with the same contractual status, which the bargaining unit member held prior to the leave as long as such position exists. If such position no longer exists, the employee will be returned to a position for which she is qualified.
7. Time spent on parental leave will not be charged against any other leave provision, except FMLA where applicable.

8. Up to five (5) days not necessarily concurrent paid leave shall be granted for the purpose of handling the business and adjustment responsibility when adopting a child. Such leave shall be charged to sick leave.

E. JURY DUTY LEAVE/COURT — ARBITRATION APPEARANCE

1. Jury Duty

a. Right to Leave

A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

b. Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible, utilizing the employee kiosk to apply for jury duty leave.

c. Rights While on Leave

1. A bargaining unit member on jury duty leave shall receive his/her full salary and benefits while on said leave provided appropriate verification that such service was rendered is provided to the Treasurer.

2. Time spent on jury leave will not be charged against any of the above leave provisions.

2. Court/Arbitration Appearance

a. Right to Leave

A bargaining unit member who, because of his/her employment in the school system, as subsequently defined, is required to appear as a witness by court/arbitration subpoena, will be granted leave for such appearance if the subpoena falls on a workday. For nine-month employees who are required to appear in court or arbitration on a non- workday based on subsection (d), the District will pay the member at his/her rate of pay on the date of the appearance.

b. Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring to use court/arbitration leave shall notify the Superintendent as far in advance as possible and provide a copy of the subpoena confirming the appearance obligation.

c. Rights While on Leave

1. A bargaining unit member on court/arbitration leave shall receive his/her full salary and benefits while on said leave.
 2. Time spent on court/arbitration leave will not be charged against any of the above leave provisions.
- d. Purpose of Leave
- "Because of his/her employment" shall be defined for the purpose of this Section to refer to lawsuits or arbitrations involving the District and incidents involving employees and/or students which said member may have occasion to observe and/or have knowledge of because of his/her employment.
- e. Restrictions
- Court/arbitration leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court/arbitration appearance, but rather for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this school district.
- f. Leave will not be granted to a bargaining unit member if the member files suit against the Board, or one or more of its employees. Furthermore, leave will only be granted as a result of a court subpoena requiring a member to appear as a material witness, not as a party to the action.
- g. Leave will not be granted for court/arbitration or trial preparation time, but only for actual time in court/arbitration.

F. VACATION LEAVE

1. All bargaining unit members working a twelve (12) month assignment, with an eight (8) hour day, excluding lunch, for the District, shall accrue paid vacation time, excluding legal holidays according to the following schedule:

<u>Length of Service</u>	<u>Vacation Credit</u>
1 - 5 years	Two (2) weeks earned or,
6 - 10 years	Three (3) weeks earned or,
11 - 15 years	Four (4) weeks earned.
Over 15 years	For every year over fifteen (15), one (1) additional day of vacation shall be earned up to thirty (30) days maximum.

2. Vacation credit is earned one year and taken in the next or the member may elect to carry over credit from one year to the next but may not schedule or accumulate more than five (5) weeks in any one (1) calendar year.

3. Vacations taken when school is in session requires ten (10) workdays' notice. No more than one (1) bargaining unit member may take vacation at any one time while school is in session. Service time for vacations can be transferred from an Ohio public agency or Ohio school district and credited toward vacation leave in the District. Upon separation from employment, a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation. Members who secure a vacation eligible assignment shall receive PRO-RATA Credit, for previous service rounded to the next highest year, for placement on the vacation schedule.
4. The Superintendent may deny a request for vacation leave if he/she determines the leave puts the operation of the School District in jeopardy. An employee will not lose his/her vacation (vacation may be taken).
5. Part-time employees that work twelve (12) months will be awarded vacation days, based on their years of service to the district, in accordance with Section (F)(1). The compensation time used would be the normal work hours for the part-time employee on a daily basis.

G. ASSAULT LEAVE

1. Right To Leave

A bargaining unit member who must be absent due to physical injury resulting from an assault which occurs as a direct result of Board employment will be eligible for assault leave.

2. Application For Leave

Upon the bargaining unit member's delivery to the Superintendent of a signed statement, on forms provided by the Board, he/she shall be granted such leave for the period of the disability. Such statement shall include the nature of the assault, the date of its occurrence, the name(s) of the individual(s) causing the assault or the description of the individual(s) if the name(s) is/are unknown, and the facts surrounding the assault. The bargaining unit member agrees to file criminal charges and/or to file a report with the school resource officer if the individual(s) causing the assault are known, as a condition of the Board approving such leave

3. Eligibility For Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature of the injury, that the employee is incapable of performing the essential functions of his or her position, the duration of the leave related to the injury and the necessity of absence from regular employment. In addition, the Board may require the member of the bargaining unit claiming assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

4. Legal Actions Resulting from Assault

If legal action results and the bargaining unit member needs to attend court hearings (including workers' compensation hearings) associated with the assault and/or resulting injury, the member shall be granted paid leave all necessary absences connected with said legal action, provided the member gives adequate hearing notice documentation to the Superintendent prior to the hearing date. This leave shall not be charged to any other leave.

5. Restrictions

Falsification of either the signed statement or the physician's certificate is grounds, under Section 3319.143 of the Ohio Revised Code, and may subject the bargaining unit member to suspension and/or termination of employment.

6. Rights While on Leave

a. A bargaining unit member on assault leave shall receive his/her full daily salary less the amount received by that individual, if any, for Workers' Compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.

b. Leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or other leave granted under other sections of this Article; however, qualifying Family and Medical Leave Act leave may be utilized concurrently.

7. Termination of Leave Benefits

Assault leave benefits shall cease after one hundred eighty (180) days or upon resignation or mandatory retirement as provided for in Section 3307.37 or related sections of the Ohio Revised Code.

H. HOLIDAYS

a. Those of the following days which occur within the bargaining unit members work year shall be paid:

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day*
7. Juneteenth*
8. Labor Day
9. Thanksgiving Day

10. Day after Thanksgiving*
 11. Day before Christmas*
 12. Christmas Day
- * Twelve Month Employees ONLY

When any of these holidays fall on a Saturday, then Friday shall be a paid holiday, and if the holiday falls on a Sunday, then Monday shall be a paid holiday.

I. UNPAID LEAVES OF ABSENCE

Under Ohio Revised Code 3319.13, where a bargaining unit member has exhausted all accumulated and/or advanced sick leave that member may request the Board to grant him/her an unpaid leave of absence for not more than two (2) consecutive school years where illness or disability is the reason for the request. The bargaining unit member shall make his/her request to the Board with as much advanced notice as is possible.

This section does not provide a bargaining unit member any right to take days off without pay during a school year.

J. FAMILY AND MEDICAL LEAVE

The Board shall provide Family and Medical Leave in accordance with the Federal law and its implementing regulations. Each eligible bargaining unit member is entitled up to twelve (12) weeks of FMLA in any twelve (12) -month period. The member must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under Federal law. The twelve (12)-month period is measured forward from the date a member's first FMLA leave begins.

- a. All eligible bargaining unit members who have accumulated at least one year of service in the District, may apply for family leave under the provisions of the federal Family and Medical Leave Act of 1993, as amended.
- b. A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.
- c. During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

K. BEREAVEMENT LEAVE

A bargaining unit member shall be entitled to five (5) days of bereavement leave annually to attend the funeral and deal with administrative details for the death of any member of the immediate family as defined in Article IV, Section (A)(4). This leave shall not be deducted from the member's accumulated sick leave.

L. ATTENDANCE INCENTIVE

- a. Bargaining unit members who do not use sick or personal leave during a nine (9) week period during the school year, and who are in a paid status with the Board excluding assault leave, personal leave due to a subpoena in a case in which the bargaining unit member is not a party, and/or jury leave, for the entire nine (9) week period will be paid an incentive bonus per nine (9) week period as follows:
 - i. Seven or eight hours per day- \$250.00
 - ii. Five or six hours per day- \$200.00
 - iii. Three or four hours per day - \$150.00
 - iv. Less than three hours per day- \$100.00
- b. An additional bonus will be paid to bargaining unit members per the proration schedule in L(a) who have perfect attendance and have been in a paid status with the board for the entire school year. Association leave, jury duty/court- arbitration appearance leave, personal leave due to a subpoena in a case in which the bargaining unit member is not a party or professional leave will not count against perfect attendance.
- c. All full-time twelve (12) month employees who do not use sick leave or personal leave during the summer (June through August) shall receive an additional incentive payment of two-hundred fifty dollars (\$250.00), subject to the above limitations. This payment shall be made to each eligible member by October 31st.

M. MILITARY LEAVE

Military leave shall be provided in accordance with applicable state and federal law.

N. PROFESSIONAL MEETING LEAVE

- a. Professional meetings approved by the Superintendent shall be permitted to any bargaining unit member, providing funds are available, without loss of pay or benefits, with the Board paying all fees up to one hundred dollars (\$100.00) per person. This includes mileage.
- b. The Board shall pay registration fee, meals, housing, and mileage when a bargaining unit member attends a professional meeting at the request of the District, recommended by immediate supervisor and approved by the Superintendent.
- c. Time spent on professional meeting leave will not be charged against any other leave provision.

ARTICLE V
ASSOCIATION RIGHTS

The Board hereby recognizes the Association, as an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for all the non- certificated employees covered under this Agreement.

A. **ASSOCIATION LEAVE**

1. The Association shall be entitled to a total of eight (8) days per contract year of paid Association time for Association business. All requests for such time must be approved by the Association President and presented to the Superintendent at least five (5) working days in advance of the leave when possible. The Association President may approach the Superintendent with a request for additional Association time should the need be present. Such request must be placed in writing and approved by the Board.
2. The time may be taken in one-half (1/2) or whole day increments and shall not be charged against any other leave provision found in Article IV — Leaves.
3. Members of the Association's negotiating team shall not lose their regular wages for regular work time spent in negotiating sessions.

B. **DUES DEDUCTION**

1. The Board agrees to deduct from the pay of bargaining unit members, dues for the Association when so authorized in writing by each member.
2.
 - a. Dues deduction shall be continuous unless cancellation is made in writing, to the Treasurer of the Association and the District.
 - b. Enrolled members shall be submitted to the Board Treasurer by September 15 of each year.
3. The amount of the dues to be deducted each pay for each member enrolled shall be forwarded to the Board Treasurer on or before September 15th of each year.
4. All authorization forms and letters shall be processed by the Association before being sent to the Board Treasurer.
5. Dues deduction shall be transmitted by the Board Treasurer to the Association Treasurer, monthly, after each deduction is made. The Board Treasurer shall send a developed report of names of members and amounts deducted to the Association Treasurer.
6. The right to refund to the school employees monies deducted from their pay shall lie solely with the Association. The Association agrees to reimburse any employee

for the amount of any dues deducted by the Board and paid to the Association whenever the deduction is in excess of the proper deduction.

7. The Association shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other action arising from the dues deduction provision contained herein.
8. Dues will be deducted in twenty (20) payments beginning with the first pay in October, unless the member joins the union after October, in which case the dues deduction will be prorated over the remaining payroll periods; but in no instance will the deductions occur beyond August 1.

C. ACCESS TO MEMBERS FOR ASSOCIATION BUSINESS

The Association will have time allotted on the All District Opening Day that is scheduled prior to the start of the school year to meet with all bargaining unit members, whether they are dues paying members or not.

Representatives of the Association will have access to all bargaining unit members, provided that the exercise of this right does not interfere with the educational program.

D. RIGHT TO INFORMATION

The President of the Association shall access minutes of official meetings of the Board and the official agenda of the meeting on the District's website. All other documents that Board members receive, that are distributed to Board members at official meetings of the Board will be provided upon request with the exception of the following:

1. Materials, the release of which is prohibited by law.
2. Materials given to Board members which do not have to do with the meeting or future Board action.
3. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

E. RIGHT TO USE BOARD PROPERTY

1. The Association will have the right to use school buildings without cost for meetings at reasonable times as determined by the Superintendent and provided that such use does not interfere with the educational program of the District.
2. The Association will have the right to place an Association identification on the mailboxes of all bargaining unit members and to place notices, circulars, and other material in the mailboxes of all members.
3. The Association will have the right to use the inter-school mail system to distribute material of the type described above.
4. Bulletin board space will be made available to the Association for its exclusive use in each school building.

F. NO REPRISAL

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

ARTICLE VI

REDUCTION IN FORCE

A. REDUCTION

If the Board decides to effect a planned reduction in the number of bargaining unit members or a reduction in hours, the reduction shall be achieved in the following manner.

B. ATTRITION

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practical, for a member who retires, resigns, or dies.

C. PROCESS FOR REDUCTION AND BUMPING RIGHTS

If it becomes necessary to reduce bargaining unit members' hours or the number of bargaining unit positions in any job classification, the Board may make the reductions by laying off members or reducing hours in the reverse order of District seniority within the affected classification.

Any bargaining unit member affected by layoff or reduction may displace the least senior member (District seniority) within their job classification in order to maintain hours of work, benefits, or wages. Any bargaining unit member affected by layoff or reduction may bump downward within their job classification or department as shown in Article I (A)(1), displacing the least senior member in the District and will assume the same benefits, hours of work or wages for the job line they fill at the experience step they were at prior to bumping. No member may improve their wages, hours, or benefits through the bumping procedure other than bus drivers. No member may cross classifications if they are affected by layoff or reduction. If none of the above bumping rights applies, the member affected shall be subject to reinstatement as provided herein. Any member reduced in his/her work group by reduction in force or job abolishment does not have to serve a probationary period in the new job line.

D. REDUCTION NOTIFICATION

1. Any bargaining unit member to be affected by a layoff or reduction in hours shall be notified by certified mail or in person thirty (30) days prior to the effective date of the reduction or layoff.

2. The Association President shall be provided a list of all bargaining unit members to be laid off or reduced in hours under this Section thirty (30) days prior to the effective date of the reduction or layoff. This list shall indicate the names, job classifications, seniority dates, and rank order of recall to available jobs.

E. REINSTATEMENT

1. An updated recall list by classification and seniority will be maintained and provided to the Association President upon request. The list will contain the names of those on layoff by department, effective date of the layoff, employment seniority and original job classification.
2. Bargaining unit members on the recall list retain rights for two (2) years from the effective date of the layoff.
3. Recall rights shall be limited to the work group (department) the bargaining unit member was laid off from and to his/her original job classification.
4. Recall will be by "seniority". (Seniority shall be defined as continuous service as a contracted employee of the District. Unpaid leaves shall not break seniority, nor shall they count toward seniority.)
5. Bargaining unit members will be notified by registered mail addressed to the address listed in the Board's payroll office when a vacancy occurs for which they are eligible for reinstatement. The member must accept the position in writing, to the Superintendent, within ten (10) days of the date of the postmark. Failure to respond in writing within the above timeline shall be considered to be a job refusal by the member.
6. A bargaining unit member on layoff shall be first offered any vacant job within his/her classification even if the job has lesser hours. Refusal to accept a lesser-hour job shall not be interpreted as a decline in recall and the member shall remain on the recall list. If the member accepts a lesser-hour job or one for less pay, he/she shall remain on the recall list and is still eligible to be recalled to the job classification with the same hours and pay that he/she had before the layoff. Refusal to accept a recall by a bargaining unit member for which the member is eligible and does not result in a loss of pay and/or hours, shall sever all rights and relations between the member and the Board.
7. If a bargaining unit member on the recall list applies for an open position in another classification, he/she will be granted an interview and will be given consideration for the opening. In the event that such member is determined to be the most qualified applicant, he/she will be employed. Should qualifications of applicants be determined to be equal in the estimation of the administration, the member on the recall list will be given preference for the position.

F. SENIORITY

1. "District seniority" is defined as a bargaining unit member's continuous length of service from the member's first day of service as determined by the first day worked.
2. "Classification seniority" is defined as a bargaining unit member's continuous length of service in one of the various classifications as an employee.
3. The Superintendent or designee shall provide the Association President with an updated copy of a seniority list by December 1 of each year. This list shall include all bargaining unit members, their hire date, classification, work hours, and hourly rate. A member's work as a substitute employee prior to being a regular employee shall not be considered as the member's "hire date" or counted toward seniority.

G. CONTINUOUS SERVICE

As used in this Agreement, continuous service shall be determined from the most recent date of hire into a bargaining unit position as determined by the first day worked.

If the hired date for two (2) or more members is equal, Board appointment date shall determine the most senior member.

- a. For employees hired on or before June 30, 2019, if the District seniority of two (2) or more members is still equal, the determination of the most senior member(s) shall be determined by a flip of the coin in the presence of the affected members and the Association President.
- b. For employees hired on or after July 1, 2019, if the District seniority of two (2) or more members is still equal, the determination of the most senior member(s) shall be determined by the date the original application was received by the Board. NOTE: Any seniority determinations made under section (a) by using a flip of a coin will not be affected by this change and those seniority determinations remain unchanged.

Continuous service will not be broken by an authorized leave of absence or employment by the Board in a position outside the bargaining unit, or as a result of a planned reduction in force from which the member was recalled.

H. REDUCTION OF HOURS

The following protections shall apply to individuals who are bargaining unit members as of July 1, 2001:

1. No bargaining unit member shall have his/her hours reduced if the reduced hours are used to create a part-time position(s). Reduction of hours, if any, shall be done by reducing the least senior member in the given classification, i.e., food service assistant, etc.

2. If the reduction of hours causes the member to be disqualified from receiving current health benefits, those benefits will be maintained as if there had been no reduction unless the member rejects the additional hours, if any, offered under paragraph 3, below.
3. If additional hours are available in another classification, the Board may offer the hours to the member(s) reduced. The rate of pay shall be no less than that of the current classification. If the additional hours assigned is in a classification with a higher rate of pay, the higher rate shall be paid for the additional hours.

I. PRECEDENCE CLAUSE

No new non-certificated employees in positions covered by this Agreement will be hired by the District to fill vacant positions if there are qualified bargaining unit members on the recall list for the classification of the vacant position, unless or until all qualified bargaining unit members in that classification on the recall list have either been recalled or have rejected reinstatement in such positions consistent with (E), "Reinstatement," above.

- J. It is the express understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of Revised Code Section 3319.172, but in all other respects shall supersede and take the place of Revised Code Section 3319.172.

ARTICLE VII
INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least twenty-five 25 hours per week. Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

A. MEDICAL

- a. There will be two tiers of premium for eligible employees, which will be:

Tier One - Employees hired on or before June 30, 2015, (whether full time or part time) will be responsible for 5% of the monthly health care premium and the Board will be responsible for 95% of the monthly health care premium

Tier Two - Employees hired on or after July 1, 2015, will be responsible for 10% of the health care premium and the Board will be responsible for 90% of the monthly health care premium

- b. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in

the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance. The coverage shall be the standardized COG specifications

c. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

d. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

B. LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each eligible employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

C. DENTAL INSURANCE

There will be two tiers of premium for eligible employees, which will be:

Tier One - Employees hired on or before June 30, 2015, (whether full time or part time) will be responsible for 5% of the monthly health care premium and the Board will be responsible for 95% of the monthly health care premium

Tier Two - Employees hired on or after July 1, 2015, will be responsible for 10% of the health care premium and the Board will be responsible for 90% of the monthly health care premium

D. SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. The IRC Section Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

E. PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

F. SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE VIII

WORKING CONDITIONS

A. BREAK SCHEDULE

All bargaining unit members covered by this Agreement shall be entitled to the following break schedule:

1. Bargaining unit members scheduled to work four (4) to six (6) consecutive hours shall be permitted a fifteen (15) minute paid break.

2. Bargaining unit members scheduled to work over six (6) but less than eight (8) consecutive hours shall be granted one (1) thirty (30) minute paid break or two (2) separate breaks equal to thirty (30) minutes.
3. Bargaining unit members scheduled to work eight (8) consecutive hours shall receive a fifteen (15) minute paid break in their first four (4) hours and a fifteen (15) minute paid break in their last four (4) hours, or one of the fifteen-minute breaks may be taken with the lunch period entitling them to a forty-five (45) minute duty free lunch break.
4. Supervisors will develop a schedule with their staff to protect and implement this contractual provision.
5. Breaks may not be used by a member to leave work early, nor may breaks be parceled into smaller blocks of time than authorized above.

B. LUNCH SCHEDULE

1. Each bargaining unit member regularly scheduled to work over six (6) consecutive hours is entitled to an unpaid duty free thirty (30) minute lunch period.
2. The lunch period will be mutually scheduled by the member and the immediate supervisor.
3. A member does not have the option to work through the lunch period in return for a like amount of overtime/compensatory time.
4. If the member desires to leave the building during his/her lunch period, he/she will inform the building administrator/designee.

C. FOOD SERVICE

1. When school kitchen cooking equipment is used by an outside group or for an extra or afterhours activity, a food service bargaining unit member may be assigned to assist as determined by the Superintendent/designee. On a monthly basis, additional work hour assignments will be awarded on a rotational basis by classification seniority from a posted list of food service bargaining unit members who have signed up for additional work hour assignments. If attendance of a food service bargaining unit member is deemed necessary and no member from the volunteer list is available, the Board may engage the services of a substitute of its choice to perform the work including, but not limited to, the Food Service Supervisor.

In each month, if a food service bargaining unit member returns an additional work hour assignment, he/she was awarded for a reason other than illness, an emergency circumstance, or association leave, that food service bargaining unit member is ineligible to bid in the first rotation of the following month. Only in the event the District cannot staff an additional work hour assignment and on an emergency basis, the Superintendent or his/her designee may award an ineligible food service bargaining unit member under this section said assignment.

2. When additional hours within the workday are necessary for food service members for extenuating circumstances, such as in the case where a qualified substitute cannot be found for an absent member, these additional hours will be offered first to bargaining unit members selected from the posted volunteer list based upon classification seniority utilizing a rotation. If no member from the volunteer list accepts the additional work, the Board may engage the services of a substitute of its choice to perform the work including, but not limited to, the Food Service Supervisor.
3. Departmental meetings called with at least seventy-two (72) hours' notice shall be mandatory. Bargaining unit members who are called in to attend such meetings at times other than scheduled work hours will be paid at their regular hourly rate for the meeting time.
4. The work year for food service assistant bargaining unit members shall be for a total of one-hundred seventy (170) workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and eight (8) holidays. Any additional days beyond 170 must be pre-approved by the Supervisor and time sheeted. Food Service Department bargaining unit members will report to work two (2) days prior to the start of the school year for preparation and clean-up. Food Service Department bargaining unit members will also be scheduled to work zero (0) days after the school year.

D. CUSTODIANS, CUSTODIAN/MAINTENANCE AND DISTRICT MECHANIC

1. The work year for custodians, custodian/maintenance personnel, and the district mechanic shall include at least two-hundred forty-nine (249) regular workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and twelve (12) paid holidays.
2. On a monthly basis, additional work hour assignments will be awarded made on a rotational basis by classification seniority from a posted list of custodians who have signed up for additional work hour assignments. If attendance of a custodian is deemed necessary and no member from the volunteer list is available, the Board may engage the services of a substitute of its choice to perform the work including, but not limited to, an administrator.

In each month, if a custodian returns an additional work hour assignment, he/she was awarded for a reason other than illness, an emergency circumstance, or association leave, that custodian is ineligible to bid in the first rotation of the following month. Only in the event the District cannot staff an additional work hour assignment and on an emergency basis, the Superintendent or his/her designee may award an ineligible custodian under this section said assignment.
3. Custodians, custodian/maintenance, and district mechanics will be notified of the first day of summer hours via district email one (1) month prior to that first day.

E. SECRETARIES

1. The work year for secretaries shall be for a total of one hundred ninety-three (193) regular workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and eight (8) holidays. Any additional days beyond 193 must be pre-approved by the Supervisor and time sheeted.
2. If the Superintendent determines that extended time is necessary to complete secretarial work, the hours shall first be offered in the order of seniority to the current secretary(ies) in the building where the work is needed.

F. LIBRARY ASSISTANTS

The work year for library assistants shall be for a total of one hundred seventy (170) workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and eight (8) holidays. Any additional days beyond 170 must be pre-approved by the Supervisor and time sheeted.

G. PARAPROFESSIONALS AND EDUCATIONAL ASSISTANTS

1. The work year for paraprofessionals and educational assistants shall be for a total of up to one hundred seventy (170) workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and eight (8) holidays. Any additional days beyond 170 must be pre-approved by the Supervisor and time sheeted.
2. Paraprofessionals shall be notified via district email of their tentative building assignments (i.e., elementary or secondary) for the upcoming school year no later than two (2) weeks prior to the first day of school.
3. All "instructional" paraprofessionals/aides/educational assistants employed by the Board must have:
 - a. Completed at least two (2) years of study at an institution of higher education; or
 - b. Obtained an associate degree or higher degree; or
 - c. Passed the formal State or the local Medina County ESC academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics; or (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.
4. The Board will pay the cost of one exam for members taking the state mandated paraprofessional exam.
5. On a rotating schedule based on District seniority, the District may offer paraprofessionals or educational assistants who have a degree and who hold a valid

substitute teaching certificate from the Ohio Department of Education, the opportunity to serve as a classroom substitute in the event no individuals in the District's substitute pool are available and the Principal determines the absence involved must be covered.

Accepting the substitute assignment will be on a voluntary basis. Nothing in this section requires a paraprofessional to accept the offer to substitute for a classroom teacher.

A paraprofessional or educational assistant eligible to substitute under this provision will be paid his or her daily rate of pay plus a \$75.00 daily stipend. The \$75 daily stipend for substitution in this provision will not be reduced when the District is on a one (1) hour or two (2) hour day due to inclement weather or another emergency.

Every effort will be made to secure a substitute for the paraprofessional's assignment on the day(s) he or she is working as a classroom substitute teacher.

In the event a paraprofessional or educational aide is needed to substitute for a continuous period, not to exceed five (5) days, that bargaining unit member will be left as the substitute for the continuity of those five (5) days. After the continuous five (5) days has been exhausted, the next paraprofessional available in the rotation will be offered the substitute assignment.

H. ADMINISTRATION OF STUDENT MEDICATION

No bargaining unit member who is authorized by the Board to administer medication to students or feed students using a feeding tube during school hours shall be liable in civil damages for administering or failing to administer the medication, unless he/she acted in a manner that would constitute "gross negligence or wanton or reckless misconduct".

I. TRAINING FOR SPECIAL PROCEDURES

A bargaining unit member required to perform medically related or other extraordinary procedures for students will receive training appropriate to the particular procedure(s) prior to being asked to perform it/them.

J. WORK APPROVAL

No one works overtime without prior approval of the immediate supervisor and/or Superintendent or his/her designee.

K. ANNUAL INSERVICE

1. At least ninety (90) days prior to the Annual Convocation Day, the District will seek input from the Association President regarding topics to be covered in the Annual Convocation Day for each classification.

2. All bargaining unit members will be given five (5) hours during the Annual Convocation Day for the sole purpose of completing Public School Works, provided each individual bargaining unit member completes and submits the Public School Works training through their own individual account/profile, and the training(s) are completed that same day. The school district will provide any necessary equipment (laptops, computers, etc.) so that each bargaining unit member can complete and submit Public School Works.

L. SCHOOL CALENDAR

1. Bargaining unit members shall vote on their preference for the school calendar by February 1st. Bargaining unit members will be included on any correspondence required by the BRTA collective bargaining agreement regarding the school calendar.

ARTICLE IX
TRANSPORTATION

A. ESTABLISHMENT OF ROUTE TIMES

1. Routes and route times will be established by the Superintendent/designee through utilization of computer programming selected for that purpose. Drivers who completed their annual ODE medical examination will be allowed to select their route (defined as the combined a.m. run and p.m. run) according to classification seniority on a scheduled date no earlier than August 1 and no later than August 5. Each driver will be paid two (2) hours at their hourly rate for the selection process, reviewing the schedule, fueling and inspecting the bus, or other duties as assigned. This pay shall be included in their first pay in September.
2. Routes and route times may be adjusted by the Superintendent/designee on a date no later than October 15 based upon review of the actual times prior to that date. Driver input will be considered. At this time, route times may not be adjusted downward more than fifteen (15) minutes. After the time for a route has been established, drivers will only be paid for any additional route time, at their hourly rate, if approved by the Superintendent/designee.
3. Drivers taking multiple trips during a workday may not overlap or pyramid route times for additional pay.
4. Any bargaining unit member approved to assist in the annual District routing and/or to update routes during the school year shall be compensated at their hourly rate for such work.

B. POSTING AND AWARDING OF EXTRA TRIPS AND FIELD TRIPS

On a monthly basis, extra trips and field trips will be posted at the bus garage five (5) working days in advance and shall be awarded on a rotation basis by classification seniority from the posted list of drivers who have signed for extra trips and field trips. As a driver is notified of an available trip, his/her name is to be checked off, indicating acceptance or rejection of the trip. Extra trips and field trips will be taken from the appropriate roster and shall list whether the trip time is split. The same list and process will be used for extra emergency trips.

In each month, if a driver returns an extra trip/field trip he/she was awarded for a reason other than illness, an emergency circumstance, or association leave, that driver is ineligible to bid in the first rotation of the following month. Only in the event the District cannot staff an extra trip/field trip and on an emergency basis, the Superintendent or his/her designee may award an ineligible driver under this section said trip.

C. CANCELLATION FROM EXTRA TRIP AND FIELD TRIP LIST

If the signed driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the posted rotation list. However, if the driver remains on the list, there will be no trading of positions on the list; and if the extra trip is refused for any reason, the driver's name will be placed at the bottom of the list. The driver shall be paid for two (2) hours if a field trip or extra trip is cancelled, and the driver is present and was not previously informed.

D. TRIP SEQUENCE

All scheduled extra trips and field trips will be offered in the following sequence:

1. Regular CDL drivers, on a seniority rotation basis.
2. Other bargaining unit members with a CDL license, on a seniority rotation basis.

E. ROTATION PROCEDURE

When according to rotation a field trip is available, a driver may take that run instead of their regular assignment. Runs that conflict with the driver's regular assignment will be covered by a substitute.

F. TRIP RATE

1. Drivers will be paid at their normal rate for an extracurricular trip taken during their normal driving hours.
2. Drivers may take an extra trip during their normally scheduled driving time, providing there is a substitute driver available.
 - a. Drivers assigned field trips shall be compensated at the trip rate per hour. The trip rate is the rate for Step 0 under CDL Driver w/Bus Endorsement on the Salary Schedule for that school year.

3. Drivers shall receive field trip rate for on-duty hours worked for all overnight trips. Room and board shall be assumed by the Board.

G. WORKING CONDITIONS

1.
 - a. Bus, Van, and Automobile Drivers shall receive a uniform thirty (30) minutes per day, fifteen (15) minutes in the morning and afternoon for warm-up and cleanup.
 - b. Bus, Van, and Automobile Drivers shall receive a uniform ten (10) minutes for fueling with less than five (5) minute layover.
 - c. Warm-up and clean-up time is included in the hourly rate of both regular and substitute drivers.
2. Any time a Bus Driver is required to drive, for a garage trip, a leased or Board-owned vehicle, he/she shall be paid at their regular rate of pay. When "riding," the rate of pay will be the driver's regular rate of pay.
3. All transportation employees will be compensated at their hourly rate to run their route(s) on a date established by the Transportation Supervisor during the week before the first day of school. This pay will be included with the first pay in October.
4. All Bus/CDL trainers shall receive three dollars (\$3.00) per hour in addition to his/her regular hourly rate of pay while engaged in authorized training of other members. Authorized training means no more than thirty (30) hours for time spent by the Bus/CDL trainer with an individual the School District authorizes be trained for an initial Bus/CDL endorsement. Hours beyond thirty (30) for additional training must be pre-approved by the Transportation Supervisor or Superintendent.
5. Leave Storage and Return to Storage: The time shall be established during the third week of school and verified by the Superintendent.
6. The Superintendent or his/her designee will authorize payment for time beyond the regular assigned routes when it is necessary.
7. Days — The work year for Bus/CDL and automobile drivers will be one hundred seventy (170) workdays (these days can be used by the Superintendent as mandatory professional development days or workdays) and 8 Holidays. Any additional days beyond 170 must be pre-approved by the Supervisor and time sheeted.
8. Bus Drivers will be reimbursed (\$30.00) Dollars per month for storage of buses at their home only approved by the Superintendent or his/her designee.
9. Bus drivers' CDL and Abstracts will be paid for by the Board of Education.

10. In-service: All Transportation department personnel required to attend will be given at least fourteen (14) days [and thirty (30) where possible] notice prior to the scheduled date of an in-service meeting.

H. TRANSPORTATION RESPONSIBILITIES

Bus drivers shall make every effort to be available should weather conditions be questionable and early dismissal is possible. Failure to be available may result in loss of pay for a trip missed.

I. ALCOHOL/DRUG TESTING

1. Districts may include drug education awareness training as part of regular District in- service programs for all transportation employees. The Board's testing policy and Federal regulations, subpart f, alcohol misuse and controlled substance use information, shall be given to affected bargaining unit members. The member shall sign a proof of receipt.
2. The supervisor who makes the determination that "reasonable suspicion" exists to test bargaining unit members shall create a written report setting forth the specific observations or "reasonable belief circumstances" relied upon to order the test. The supervisor that makes the determination cannot also conduct the alcohol or drug test. "Reasonable belief circumstances" shall mean the supervisor heard the employee state (or received documentation from the employee that states) that the employee is taking a medication the DOT identifies as automatically disqualifying the member from driving under applicable regulations; or the supervisor received confirmation the member made statements on social media or through written or electronic communication that he/she is taking medication that the DOT identifies as automatically disqualifying the member from driving under applicable regulations.
3. Random testing will be done during a bargaining unit member's scheduled work time.
4. The same laboratory shall be used for all testing except as specified in Subsection 7, below. Upon request, the name of the laboratory shall be provided to the Association President at the beginning of each school year.
5. Bargaining unit members have a right to a hearing in order to provide the member an opportunity to dispute any information and for the employer, prior to suspending the member and/or ordering referral to evaluation, to provide an explanation. The member is entitled to written charges and Association representation.
6. The substance abuse professional (SAP) shall be selected by the bargaining unit member from a list jointly agreed to by the Association and the Board.
7. If the member disputed a positive test result, he/she may request a split specimen within seventy-two (72) hours from the time of notification at Board-paid expense.

The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the member will be paid for any time lost during the seventy-two (72) hour period.

8. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
9. Any and all Board required drug/alcohol testing shall be paid by the Board.
10. If the bargaining unit member tests positive on the alcohol (at .04 or above) and/or drug test, he/she will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - a. Reinstatement of the member to his/her original position.
 - b. Suspend without pay for up to three (3) days at the Superintendent's discretion.
 - c. If the member has more than five (5) years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the member may:
 - (1) Be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the member will be placed on a recall list for the first position available and for which he/she is qualified.
 - (2) Be terminated under 3391.081 ORC.
 - d. If the bargaining unit member has five (5) years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the member may be terminated after a hearing. The member may challenge the termination at binding arbitration but only on the validity of the last test results and not on mitigation of the penalty. This procedure, for circumstances covered by 10.d. shall prevail over that contained in ORC 3319.081 and/or the applicable Collective Bargaining Agreement.
11. If the bargaining unit member tests positive on the alcohol test (above .04), disciplinary action, if any:
 - a. Shall be governed by 3319.081 ORC and not under the terms of the Collective Bargaining Agreement, or May result in the member being suspended without pay for up to three (3) days at the Superintendent's discretion.
12. The member must present to the Superintendent written evidence of completion of assessment and/or treatment.

13. A bargaining unit member involved in an accident while on the job will be required to take a drug test and/or physical.

J. SUSPENSION FOR MOVING VIOLATIONS

1. Any driver may be suspended without pay if he/she accumulates six (6) or more moving violation points under the provisions of ORC 4507.40. Such suspension shall remain in effect so long as such driver has six (6) or more moving violation points charged against him/her. Likewise, drivers who have been determined by the District's fleet insurer to be uninsurable shall remain suspended without pay for the period that the driver is determined to be uninsurable; however, not to exceed one (1) year.
2. A driver who has been convicted of driving under the influence of alcohol or drugs shall not be restored to employment as a bus driver.
3. A driver who is pulled over by law enforcement for any reason while driving a District vehicle and/or is involved in a motor vehicle accident, regardless of whether a citation is issued, shall immediately notify the Transportation Supervisor upon return to the bus garage.

K. ROUTE OUTSIDE OF DISTRICT

The Superintendent, Treasurer, Association President and affected Transportation Department members who transport students outside of the District shall meet prior to the beginning of the school year to establish the yearly calendar for the affected Transportation Department member. This calendar will be approved at the August Board meeting (if possible); September Board meeting at the latest.

L. STATE TESTING

1. The Board shall pay costs of state required testing and recertification for regular drivers. Costs payable by the Board shall be capped at initial recertification/testing cost: that is, the Board will not have an obligation to pay if the driver does not successfully complete testing and recertification on his/her first attempt. This section applies to recertification of regular drivers, not to initial testing and certification for job applicants.
2. The cost of initial testing and certification shall be reimbursed to the bargaining unit member after one full year of service to the district.
3. Drivers with designated special needs routes will be provided with mandatory Cardiopulmonary Resuscitation (CPR) and first aid training. The Board will pay all fees charged to the bargaining unit member for said training.

ARTICLE X

TRANSFERS, VACANCIES, AND TEMPORARY POSITIONS

A. TRANSFERS

Assignments and reassignments shall be according to the needs of the school system. The Superintendent may transfer bargaining unit members within their job classification. Temporary assignments may be made in the event of an emergency as determined by the Superintendent. Such assignments shall end with the termination of the emergency.

B. VACANCIES

1. A vacancy shall exist when a bargaining unit member dies, retires, resigns, is transferred, promoted, or terminated or when the District creates a new position.
2. Vacancies occurring in bargaining unit positions will be distributed to bargaining unit members via district email when a vacancy occurs. During the summer, notification of bargaining unit vacancies will be distributed to bargaining unit members via district email. Postings will include building, bus route (if applicable), hours and salary (as per salary schedule). A job description for the vacant position will be attached to the posting. A copy of the posting and job description shall be provided to the Association President.
3. If the Superintendent determines not to fill the vacancy, he/she will so notify the Association President in writing.
4. Members wishing to apply shall have a maximum of seven (7) calendar days from the date the vacancy is posted and emailed to bargaining unit members in which to submit a letter of application, as required by the posting.
5. The most senior qualified interested member within the classification will be given the opportunity to accept the vacant position. If he/she is not interested in the vacant position, then the position will be offered to the next most senior member within the classification. The vacant position will not be offered to applicants outside the classification until all members within the classification have been offered the position. If no other qualified interested member within the classification is interested in the position, then it will be filled by the most qualified applicant. Qualifications shall be the determining factor in filling an opening. Qualifications for a position shall be determined by the Administration in accordance with the job description. Qualifications for a position, once established, shall not be altered in such a manner as to contravene the intent of this Article by giving incidental qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g. a person who possesses the skills and training required to use an Advanced Word Processing program shall not be disqualified merely because the position requires the use of a slightly different program, where the applicant could quickly learn to use the program).

6. A temporary employee is a non-bargaining unit person who is assigned to a vacant position which shall remain open for no longer than fifteen (15) workdays from the effective date of the vacancy.

C. SUMMER WORK

1. Bargaining unit members who are interested in available summer work shall notify the Superintendent in writing before May 1 of each year.
2. Eligible and qualified bargaining unit members shall have the first opportunity for all available summer work.
3. The rate of pay for summer work shall be as follows:
 - a. Summer maintenance
\$15.00 per hour
 - b. Summer transportation maintenance
\$16.00 per hour

Bargaining unit members hired to do temporary summer work shall receive pay only for hours actually worked and no other paid leave provisions shall apply to this work.

4. Summer work schedules will be established by the immediate supervisor for the work performed. Temporary summer work will be considered probationary employment and individuals may be discharged from summer work position at any time without recourse under law or the collective bargaining agreement.

D. SHORT-HOUR POSITIONS

1. Bargaining unit members in a classification as listed in Article I shall have first opportunity for additional work hours [anything two (2) hours or less] within their classification as long as they are not scheduled to work during those hours. If hours involve overtime, the Superintendent must approve prior to the hours being worked.
2. If no bargaining unit member within the classification is interested in working the additional hours, the additional work hours shall then be made available to interested, qualified and eligible bargaining unit members in the District. Should the additional hours assigned be in another classification, the employee will be paid for the additional hours worked at the higher rate of either (a) Step 0 of the classification to be worked; or (b) Step 0 of the employee's regular classification. In the event a member works more than 40- hours in a week in which a member is paid at different rates, then hours over forty (40) for only that week shall be paid using a blended rate of the two rates of pay in compliance with the Fair Labor Standards Act.

3. Selection will be made by seniority of candidates who are determined to be qualified.
4. Applicants for short-hour jobs [two (2) hours or less] can be rejected if it would give them over eight (8) hours of work per day.

E. TEMPORARY ASSIGNMENTS

1. When a bargaining unit member, excluding bus drivers, is absent, the Board will offer the absent member's position to a qualified regular short hour bargaining unit member in the classification where the absence occurs prior to using a substitute. Such assignments will be made on a rotational basis from a list of bargaining unit members in the classification expressing an interest.
2. If a bargaining unit member is temporarily assigned to a higher paying position, he/she will be paid the wage commensurate with the zero (0) step of that higher position or his/her regular rate of pay, whichever is greater, for their full work shift.

ARTICLE XI

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITION

1. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written provisions of this Agreement.
2. "Grievant" means an identified bargaining unit member or members filing a grievance or the Association. In the case of an Association grievance, the identity of those individual members allegedly affected will be disclosed upon request no later than Level Two.
3. "Days" under this Article means workdays except for summer vacation when days shall mean weekdays excluding holidays.

C. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. A grievant may be accompanied at all steps of the grievance procedure by a representative(s) of the Association.

2. The purpose of these procedures is to secure at the lowest level Administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate, processed as expeditiously as possible.
3. The immediate supervisor may be passed if the immediate supervisor does not have jurisdiction in the grievance.
4. The grievant and the Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Appendix E and will be transmitted promptly to the grievant and the Association President.
5. The Association may withdraw its support of a grievance at any time.

D. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. Workdays throughout this Article are defined as Monday-Friday excluding holidays.
2. If the grievant does not file a written grievance within twenty (20) days of the knowledge of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of disposition at that level and further appeal shall be barred.
3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.
5. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
6. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

E. INFORMAL STEP

A bargaining unit member who has a grievance and/or the Association representative shall first meet informally with the immediate supervisor in an effort to resolve the problem. The grievant must announce that this meeting is intended to be the informal step of the grievance procedure.

F. FORMAL PROCEDURE

1. Level One

If the grievance is not resolved at the informal step, the grievant may, submit a formal grievance to his/her immediate supervisor so long as the time limit requirement in section (D)(2) has been met. The grievant shall set forth on the appropriate form (Appendix E), the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, the Article or Articles allegedly violated, and the nature of the relief sought by the grievant.

Within five (5) days of receipt of the formal grievance, the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance, with a copy to the grievant, the Association President and the Superintendent.

2. Level Two

If the grievant is not satisfied with the disposition of the grievance in Level One, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Level One. Within seven (7) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance, with a copy to the grievant, the Association President, and to the immediate supervisor.

3. Level Three

a. If the grievant is not satisfied with the Level II decision, the Association within twenty-five (25) days after the receipt of the Level II response, may file a demand for arbitration with the Superintendent and the American Arbitration Association. The parties shall select the arbitrator in accordance with the Voluntary Rules of the American Arbitration Association. The Arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

b. The expense of the arbitration shall be equally shared by the Association and the Board (administrative and arbitrator fees, room charges and court reporter). The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

G. MISCELLANEOUS

Nothing contained in this procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with the Administration through normal channels of communication. The Association shall have the right to be present representing the Association's interest at all grievance levels, if the member chooses to represent himself/herself.

H. GRIEVANCE MEDIATION

If the grievance is not resolved at Level Two, the Association and Board may mutually agree to request that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediator/mediation service. The Association will notify the mediator/mediation service and schedule the mediation within five (5) days. The grievance mediation must be held within fifteen (15) days of the Level Two decision. The parties will agree to meet during the workday for a maximum of eight (8) hours. If the parties are unsuccessful in reaching a resolution after eight (8) hours of mediation, the Association may file a demand for arbitration within ten (10) days of completion of the mediation. All costs associated with grievance mediations shall be borne equally by the parties.

I. LABOR/MANAGEMENT CONCERNS

In order to keep lines of communication open and problems to a minimum, the Superintendent and Association President will meet once every two (2) weeks [two (2) times a month] during the school year.

ARTICLE XII

WAGE PAYMENTS, OTHER COMPENSATION AND OVERTIME

- A. Salary schedule as shown in Appendix F "Years of Service" shall mean years of service in the District.
- B. The District shall use a twenty-four (24) pay period per fiscal year. Direct deposit shall be required for all bargaining unit members.
- C. Unless otherwise designated, bargaining unit members' workweek shall be defined as Sunday through Saturday.
- D. Mileage reimbursement shall be paid for the use of a private vehicle for travel approved by the member's immediate supervisor at the IRS rate in effect at the time of the travel.
- E. Any bargaining unit member required to return to work will be paid a minimum of one (1) hour's wage.

F. Salary Schedule

The salaries of all bargaining unit members covered by this Agreement are set forth in Appendix F.

Step Movement and Wage Increases

Effective July 1, 2025, a bargaining unit member eligible for a step increase, shall be paid at one step level higher than he/she was on as of June 30, 2025. On September 20, 2025, all bargaining unit members will receive a one-time stipend in the amount of four hundred dollars (\$400.00).

Effective July 1, 2026, a bargaining unit member eligible for a step increase, shall be paid at one step level higher than he/she was on as of June 30, 2026. The wage increase shall be a \$0.50 (fifty cent) increase to the hourly rates established on the salary grid outlined in Appendix F.

Effective July 1, 2027, a bargaining unit member eligible for a step increase, shall be paid at one step level higher than he/she was on as of June 30, 2027. The wage increase shall be a \$0.50 (fifty cent) increase to the established 2026-2027 hourly rates.

G. One time longevity payments to be paid the pay date following the anniversary of the employee's hire date.

15 years	\$500.00
20 years	\$750.00
25 years	\$1,000.00
30 years*	\$1,250.00
35 years*	\$1,500.00

*Side Letter

H. All bargaining unit members are required to prepare time sheets in accordance with the Fair Labor Standards Act. A member who does not submit the time sheet at the end of each two (2) week cycle may not receive his/her next paycheck. When a shortage of thirty-five dollars (\$35.00) or more is made on a member's paycheck an additional check will be issued within three (3) workdays provided written notice of the error is provided to the Treasurer within two (2) workdays of the affected pay day. Payment will be made only if the underpayment was the result of an error by the Treasurer's office.

I. Bargaining unit members working the second shift shall receive a twenty cent (20¢) per hour differential and members working third shift shall receive a twenty-five cent (25¢) per hour differential.

J. SERS PICK-UP

1. The Board will implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System paid on behalf of the bargaining unit members, at no cost to the Board, under the following terms and conditions:
 - a. The amount to be "picked-up" on behalf of each member shall be equal to the member's required contribution to the SERS. The member's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
 - b. The "pick-up" percentage shall apply uniformly to all members as a condition of employment.
 - c. No member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - d. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and worker's compensation shall be based on the member's daily gross pay prior to reduction as basis (e.g., gross pay divided by number of hours worked).
2. Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent IRS rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless, and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

K. CALAMITY PAY RATE

1. When school is closed due to a "disease epidemic," hazardous weather conditions, damage to a school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use, bargaining unit members shall receive their regular rate of pay for not more than five (5) days in any one (1) year. In any contract year where more than five (5) calamity days are called, members working under a two- hundred sixty (260) day contract may be required to report to work on such calamity day(s) and will receive their regular pay for such days.
2. A bargaining unit member, other than a member working under a two-hundred sixty (260) day contract, who is required by an administrator to work on a calamity day shall be granted compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked. The time shall be taken within thirty (30) workdays of the

date accrued or the member shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate. It will be the member's responsibility to request payment for hours worked in lieu of compensatory time off.

3. Any member who has already arrived at his/her workstation before any school closing will not receive overtime pay but will be able to leave work for the remainder of the shift.
4. Any member who is required to work a delayed schedule will be required to work their regular amount of shift hours.

L. SEVERANCE PAY

The Board establishes severance payments to bargaining unit members at retirement¹ under the following provisions:

1. To be eligible for a severance payment all of the following must be met:
 - a) A bargaining unit member must apply for retirement from the School Employees Retirement System (SERS) within one (1) year from the time employment is severed with the Board.
 - b) SERS must approve the member's application for retirement.
 - c) The member must agree to accept the SERS retirement.
 - d) The member must have a balance of accrued and unused sick leave with the District that has not been transferred to another political subdivision after his/her employment ended with the District.
2. Under no circumstances shall any severance payment be made until the Board received official written notice that the employee accepted service retirement benefits from SERS and the member has submitted a written request for the severance payment.
3. Payment will be calculated according to the following schedule:

One fourth (1/4) of the accumulated sick leave not to exceed eighty-seven (87) days. Example: A member with eighty-four (84) days of sick leave accumulated would be paid as follows:
4. Eighty-four (84) multiplied by one fourth (1/4) multiplied by the member's Base Rate of Pay at the time of his/her last day of employment with the District. All sick leave credit accrued by the member that was not paid as part of the severance payment is eliminated.

¹ Defined as Service Retirement as specified in Sections 3307.38 and 3309.34 of the Ohio Revised Code.

5. A severance payment shall be made only once.
6. A member will timely direct how the severance payment shall be paid using one or both of the following options for the fully amount or for identified portions of the full amount:
 - a) To the member.
 - b) To the member's 403(b) annuity, 475(b) annuity, or both.
7. The severance payment will be made within three (3) months of the Board receiving official written notice that the employee accepted service requirement benefits from SERS and the member has submitted a written request for the severance payment.
8. Payment of severance shall be made to the life insurance beneficiary of a retirement qualified bargaining unit member who dies while actively employed in the District.

M. OVERTIME

1. Time and one-half shall be paid after a bargaining unit member works forty (40) hours in any workweek (Sunday through Saturday). All overtime and any hours over and above a member's regularly contracted day must receive prior approval of the Superintendent. Sick days shall be included in the forty (40) hour workweek. Vacation leave, personal leave, and calamity days shall not be included in the forty (40) hour workweek.

If no bargaining unit member within the classification is interested in working posted overtime hours in excess of two hours, the additional work hours shall then be made available to interested, qualified and eligible bargaining unit members in the District. In the event no bargaining unit member signs up for the posted overtime, the District may offer the overtime to a qualified individual on the substitute list. If no substitute accepts the offer of overtime, those overtime hours may be assigned to a bargaining unit member in the classification on a rotation basis, beginning with the member having the least amount of District seniority, in inverse seniority order. Assignments under this section shall reset to the bottom of the seniority list once every individual on the list has been assigned the same number of overtime opportunities and on the first student day of each school year. If a bargaining unit member has already worked over forty (40) hours in a week, they will not be forced to accept mandatory overtime. In the event that a bargaining unit member who has already worked over forty (40) hours in a week is the least senior, the next bargaining unit member on the seniority list will be considered until an employee who has worked less than forty (40) hours is selected.

If a bargaining unit member assigned mandatory overtime has a personal emergency or obligation, he or she may find a volunteer to cover the mandatory overtime assignment. In this situation, the bargaining unit member covering the mandatory overtime assignment will be credited with so doing on the rotation list

and the member originally assigned the overtime will be the bargaining unit member assigned the next mandatory overtime that arises.

A bargaining unit member will be notified of a mandatory overtime assignment no less than seventy-two hours before the assigned overtime. If a bargaining unit member does not report to work for a mandatory overtime assignment, the bargaining unit member will be assigned the next mandatory overtime that arises. Repeated failure to work a mandatory overtime assignment may result in disciplinary action subject to progressive discipline in Article III (B)(3).

Compensatory Time

Instead of receiving overtime pay, an employee required to perform overtime may choose to be given compensatory time at the rate of one and one-half hour per overtime hour worked. Employees may accrue compensatory time as follows:

- a. Regular 40-hour employees: up to a maximum of forty (40) hours in a school year.
- b. Other employees: up to a maximum of eight (8) hours in a school year.

A compensatory time log will be maintained for said hours as set forth in Appendix J. Compensatory time must be taken during the current school year in which it was granted. The employee must receive prior approval from the Superintendent or his/her designee before using compensatory time, which shall be provided unless the absence would impact school operations. Compensatory time accrued at the end of the school year that has not been used will be paid in accordance with the Fair Labor Standards Act.

2. If an administrator, police or an extenuating circumstance calls a bargaining unit member back to work after his/her regularly scheduled workday or scheduled overtime, for a reason beyond the control or negligence of the member, the member shall be paid a minimum of two (2) hours for actual time worked at one and one-half (1 ½) times the applicable rate of pay.

N. LICENSE/CERTIFICATE RENEWAL AND BCI/FBI CHECKS

The Board will pay for any BCI/FBI background checks provided the check(s) are done in the District's central office. The Board will reimburse up to \$150.00 for CDL renewal(s). The Board will reimburse up to \$150.00 for Educational Aide License renewal(s) once every four (4) years.

ARTICLE XIII
DRUG FREE WORKPLACE

- A. No employee of the District while directly engaged in the performance of work shall unlawfully manufacture, distribute, dispense, possess, or use on or in the work place any alcoholic beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in Schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.
- B. As a condition of employment, each employee who is directly engaged in the performance of work shall abide by the terms of this policy.
- C. "Workplace" as used in this policy is defined as the site for the performance of work done. Work place, therefore, includes any District school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips (including in or out of country summer trips) or athletic events, where students are under the jurisdiction of the District and/or its staff.
- D. As a condition of employment, each employee shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. This Board of Education shall, within ten (10) days after receiving such notice from an employee or otherwise receiving actual notice, notify the appropriate federal agency of such conviction. Within thirty (30) days of receiving notice of the conviction of a criminal drug statute by any employee, this Board shall either: 1) take appropriate personnel action against such employee for just cause up to and including termination; or 2) require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- E. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- F. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
- G. This Board shall establish a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the Board's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

ARTICLE XIV

EFFECTS OF AGREEMENT

A. CONFLICT WITH LAW

If any provision of this Agreement conflicts with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative except to the extent permitted by law, but the remaining provisions hereof shall remain in effect. The parties agree to meet within ten (10) calendar days of notice of the violation to attempt to resolve the issue.

B. ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements verbal or written between the Board and the Association and constitutes the entire agreement between the parties.

C. CONTRACT REPRODUCTION

Copies of this Agreement will be printed and distributed to each bargaining unit member upon individual request by the member now or hereafter employed. BRESPA is permitted to make such request on behalf of any new bargaining unit member. The cost of doing so shall be shared equally by the Board and the Association.

D. NON-DISCRIMINATION CLAUSE

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or employees in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin or ancestry, sex, age, marital status, disability, or membership in the Association.

E. AVAILABILITY OF BOARD POLICIES

Board policies will be made available to a bargaining unit member by placing them in each principal's office, on the District's website and/or by providing the Association President with a copy.

F. DEFINITION OF DAYS

Unless defined otherwise, "days" shall mean calendar days when used in this Agreement.

ARTICLE XV

MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the

Constitution of the State of Ohio and of the United States, including but without limitation all of the rights identified in O.R.C. Section 4117.08. These include the right to:

1. Determine matters of inherent managerial policy, as provided in O.R.C. Sections 3313.47 and 3313.20 of the Ohio Revised Code, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise evaluate or hire employees;
3. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
4. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
5. Determine the adequacy of the workforce;
6. Determine the overall mission of the employer as a unit of government;
7. Effectively manage the workforce;
8. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Association prior to implementation.

ARTICLE XVI

DURATION

This Agreement shall be in effect from July 1, 2025 at _____ a.m. until _____ on June 30, 2028.

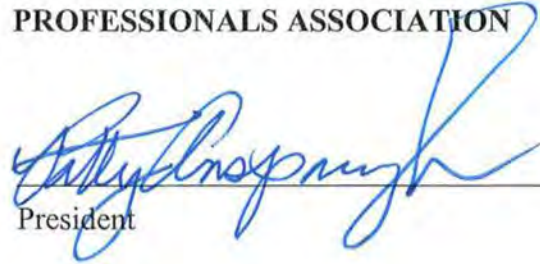
Ratification of the Agreement is indicated below.

BLACK RIVER BOARD OF EDUCATION

**BLACK RIVER EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION**



Board President



President



Superintendent



Negotiation Team Member



Treasurer



Negotiation Team Member

Dated: 4-17-2025

**BLACK RIVER LOCAL SCHOOL DISTRICT
PERFORMANCE EVALUATION REPORT
CLASSIFIED STAFF**

Employee Name _____ *Date Due* _____ *Assignment/Location* _____ *Position* _____

I. Period covered by this report: From _____ To _____

II. Job Rating Report:

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Observance of Work Hours	
B.					Attendance	
C.					Knowledge of Job Performance	
D.					Quality of Job Performance	
E.					Attitude Toward Job	
F.					Relationship with Students and Parents	
G.					Shows Initiative/Job Interest	
H.					Adheres to Job Description	
I.					Safety Habits	
J.					Decision Making	
K.					Appropriate Dress	
L.					Accepts Constructive Criticism	
M.					Confidentiality	
N.					Team work	

III. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

(Each Employee Classification has a specific rating area, Supervisor Insert)

III. Job Rating Report Based on Classification: (Template)

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.						
B.						
C.						
D.						
E.						
F.						
G.						
H.						
I.						
J.						
K.						
L.						
M.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

V. Comments

Supervisor:

Evaluatee:

Employment Status after Probationary Period

A. Re-employment recommendation

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Evaluator's Signature (Person completing report)

Date

Evaluatee's Signature

Date

**The employee signature does not necessarily indicate agreement, but indicates that a conference has been held and that the employee has received a copy of the evaluation.*

Distribution of completed form:

- Cc: Employee
- Evaluator
- Original to Central Office Employee File

III. Job Rating Report Based on Classification: Secretary

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Maintains professional demeanor when dealing with students, parents, teachers, administrators	
B.					Punctuality	
C.					Ability to assist, offer solutions.	
D.					Ability to work independently	
E.					Able to multitask	
F.					Ability to maintain records.	
G.					Ability to maintain financial records, \$MDS, Cash Board	
H.					Able to operate office equipment.	
I.					Knowledge of DASL, Progress Book, AESOP Reports.	
J.					Able to perform basic computer functions including Word processing, Data base management	
K.					Assist Administrator in their duties.	
L.					Assist in the overall operations of the office.	
M.					Dispense Medication in Nurses Absence, information sheets current.	

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Drivers (CDL and Van)

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Use of ODOT/ODE Safety Rules and Regulations	
B.					Driver Credentials Current	
C.					Effective Communication Skills Radio, Telephone	
D.					Possesses Student Management Skills* Safety, Courteous, Respectful	
E.					Maintains Student Records- Secures Forms and information about students	
F.					Teamwork	
G.					Able to lift/move 50 pounds.	
I.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Para Professional

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Accepts individual differences in students	
B.					Display concern for students	
C.					Works Effectively with small instructional groups	
D.					Works with students one on one	
E.					Recognizes when to offer help and when to encourage self help	
F.					Can direct student to use problem solving skills	
G.					Safely assist students with disabilities	
H.					Takes initiative to support student success	
I.					Treats students in pleasant positive manner	
J.					Uses positive behavior management approaches	
K.					Maintains positive classroom environment	
L.					Maintains students on task to allow outcomes to occur on time.	
M.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Custodian

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Cleanliness of assigned area	
B.					Treats students in a positive and pleasant manner	
C.					Physically able to move 50 pounds	
D.					Follows correct procedures	
E.					Uses equipment properly	
F.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Library Aide

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Assist in the overall operations of Media Center.	
B.					Receive, process, circulate, & shelve books.	
C.					Maintain books by repairing weeding, conducting inventory.	
D.					Maintains the Media Center in a clean, orderly condition.	
E.					Assists students in learning basic information skills.	
F.					Catalog and prepare new books and magazines for circulation.	
G.					Assist students in accessing the catalog to search for books.	
H.					Maintain checkout and student records, reports, over dues, etc.	
I.					Research to stay current with library trends.	
J.					Set up library displays and bulletin boards.	
K.					Purchase and maintain new books and supplies.	
L.					Assists in maintaining the discipline of students.	
M.					Operates and monitors student use of computers.	
N.					Assists in maintaining routine records and files for the Media Center.	
O.					Scheduling the use of AV and Digital Equipment	
P.					Assist in Proctoring of Assessments	
Q.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Cook/Cashier

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Physically able to lift and carry 50 pounds	
B.					Complies with Safety Regulations	
C.					Follows HAACP Guidelines	
D.					Follows procedures for proper care and use of equipment	
E.					Maintains accountability of school nutrition programs through Federal, State and Local Regulations	
F.					Performs Cashier Duties, Meal Counts, Securing Money, Daily Deposits	
G.					Ability to perform duties including Inventory, and weekly ordering.	
H.					Follows procedures for Holding, Serving and Proportioning at the Service Line.	
I.					Independently identifies where assistance is needed and provides it.	
J.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

III. Job Rating Report Based on Classification: Lead Cook

	Accomplished	Skilled	Developing	Ineffective	Job Factors	If last column is checked, enter a statement to clarify the rating.
A.					Serves as a person in charge in absence of Food Service Manager	
B.					Organizes tasks for food preparation and service	
C.					Performs batch cooking in a timely manner	
D.					Utilizes commodities and left-overs to fullest extent	
E.					Provide ideas for menu planning	
F.					Provides accurate production reports.	
G.					Provides list of food/supplies needed for orders	
H.						

IV. Development/Improvement Needs

	Plan of Action	Completion Target Date	Responsibility
A.			
B.			
C.			

BLACK RIVER LOCAL SCHOOL DISTRICT
EMERGENCY PERSONAL LEAVE FORM

I _____ intend to use Personal Leave on _____

_____ (date)

For the following reasons, I have been unable to provide the required five (5) days [one hundred twenty (120) hours] advanced notification for personal leave use and/or am requesting Emergency Personal Leave for a date or dates otherwise restricted by the Agreement.

Building assignment _____

_____ Approved _____
Date Principal/Director/Supervisor

_____ Approved: _____
Date Superintendent

By signing this request, I verify that I could not give 5 days prior notice for my personal leave request and/or acknowledge that the request is during a restricted portion of the school year.

Signature

APPENDIX D

BLACK RIVER LOCAL SCHOOL DISTRICT
JURY LEAVE NOTIFICATION

This is to notify you that the undersigned has been called to jury duty at _____
_____ for the following dates:

I understand that it is my obligation to provide appropriate verification that such service was rendered as a precondition for receiving pay for dates absent due to jury duty.

Signature

Building assignment _____

GRIEVANCE PROCEDURE FORM

NAME OF GRIEVANT _____ DATE _____

SCHOOL _____ PRINCIPAL/IMMEDIATE SUPERVISOR _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____

HAVE YOU DISCUSSED THIS WITH YOUR IMMEDIATE SUPERVISOR?

YES ___ NO ___ NAME _____

DATE OF INFORMAL HEARING _____

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE: -- include a description of the facts supporting the Grievance and the Article or Articles allegedly violated.

ACTION REQUESTED: -- state the nature of the relief sought.

GRIEVANT

FORMAL PROCEDURE

DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

STEP I - IMMEDIATE SUPERVISOR (FORMAL DISPOSITION)

Date _____ Signature _____
Immediate Supervisor

Copy to the Grievant,
the Superintendent,
and the Association President

Date Received by Grievant _____

Signature _____
Grievant

DATE RECEIVED BY SUPERINTENDENT/DESIGNEE _____

STEP II – SUPERINTENDENT/DESIGNEE (FORMAL DISPOSITION)

Date _____ Signature _____
Superintendent

Copy to the Grievant,
the Immediate Supervisor,
and the Association President

Date Received by Grievant _____

Signature _____
Grievant

DATE RECEIVED BY THE SUPERINTENDENT/DESIGNEE _____

STEP III - BOARD OF EDUCATION (FORMAL DISPOSITION)

Date _____ Signature _____
Board President

Copy to the Grievant
Immediate Supervisor
Superintendent,
and the Association President

Date Received by Grievant _____

Signature _____
Grievant

Where decision requires additional space, attach pages as necessary.

BRESPA

2025-2026 Salary Schedule

Step	Custodian / Maint Assistant Transportation	Custodians	Secretaries	Lead Cook	Mechanic	Food Service Assistant Automobile Route	Library Assistant / PARA Handicap ATT-Transport	Playground & Cafe Aide	CDL Driver w/Bus Endorsement
0	17.92	16.65	16.16	16.22	20.41	15.17	15.31	14.68	17.60
1	18.28	16.98	16.49	16.54	20.82	15.47	15.62	14.97	17.95
2	18.65	17.32	16.82	16.87	21.24	15.78	15.93	15.27	18.31
3	19.02	17.67	17.15	17.21	21.66	16.09	16.25	15.57	18.68
4	19.40	18.02	17.49	17.56	22.10	16.42	16.58	15.89	19.05
5	19.79	18.38	17.84	17.91	22.54	16.74	16.91	16.20	19.43
6	20.18	18.75	18.20	18.26	22.99	17.08	17.25	16.53	19.82
7	20.59	19.12	18.57	18.63	23.45	17.42	17.59	16.86	20.22
8	21.00	19.50	18.94	19.00	23.92	17.77	17.94	17.19	20.62
9	21.42	19.89	19.32	19.38	24.40	18.12	18.30	17.54	21.04
10	21.85	20.29	19.70	19.77	24.88	18.49	18.67	17.89	21.46
11	22.28	20.70	20.10	20.17	25.38	18.86	19.04	18.25	21.89
12	22.73	21.11	20.50	20.57	25.89	19.23	19.42	18.61	22.32
13	23.18	21.53	20.91	20.98	26.41	19.62	19.81	18.98	22.77
14	23.65	21.96	21.33	21.40	26.93	20.01	20.21	19.36	23.23
15	24.12	22.40	21.75	21.83	27.47	20.41	20.61	19.75	23.69

BRESPA

2026-2027 Salary Schedule

Step	Custodian / Maint Assistant Transportation	Custodians	Secretaries	Lead Cook	Mechanic	Food Service Assistant Automobile Route	Library Assistant / PARA Handicap ATT-Transport	Playground & Café Aide	CDL Driver w/Bus Endorsement
0	18.42	17.15	16.66	16.72	20.91	15.67	15.81	15.18	18.10
1	18.78	17.48	16.99	17.04	21.32	15.97	16.12	15.47	18.45
2	19.15	17.82	17.32	17.37	21.74	16.28	16.43	15.77	18.81
3	19.52	18.17	17.65	17.71	22.16	16.59	16.75	16.07	19.18
4	19.90	18.52	17.99	18.06	22.60	16.92	17.08	16.39	19.55
5	20.29	18.88	18.34	18.41	23.04	17.24	17.41	16.70	19.93
6	20.68	19.25	18.70	18.76	23.49	17.58	17.75	17.03	20.32
7	21.09	19.62	19.07	19.13	23.95	17.92	18.09	17.36	20.72
8	21.50	20.00	19.44	19.50	24.42	18.27	18.44	17.69	21.12
9	21.92	20.39	19.82	19.88	24.90	18.62	18.80	18.04	21.54
10	22.35	20.79	20.20	20.27	25.38	18.99	19.17	18.39	21.96
11	22.78	21.20	20.60	20.67	25.88	19.36	19.54	18.75	22.39
12	23.23	21.61	21.00	21.07	26.39	19.73	19.92	19.11	22.82
13	23.68	22.03	21.41	21.48	26.91	20.12	20.31	19.48	23.27
14	24.15	22.46	21.83	21.90	27.43	20.51	20.71	19.86	23.73
15	24.62	22.90	22.25	22.33	27.97	20.91	21.11	20.25	24.19

BRESPA

2027-2028 Salary Schedule

Step	Custodian / Maint Assistant Transportation	Custodians	Secretaries	Lead Cook	Mechanic	Food Service Assistant Automobile Route	Library Assistant / PARA Handicap ATT-Transport	Playground & Café Aide	CDL Driver w/Bus Endorsement
0	18.92	17.65	17.16	17.22	21.41	16.17	16.31	15.68	18.60
1	19.28	17.98	17.49	17.54	21.82	16.47	16.62	15.97	18.95
2	19.65	18.32	17.82	17.87	22.24	16.78	16.93	16.27	19.31
3	20.02	18.67	18.15	18.21	22.66	17.09	17.25	16.57	19.68
4	20.40	19.02	18.49	18.56	23.10	17.42	17.58	16.89	20.05
5	20.79	19.38	18.84	18.91	23.54	17.74	17.91	17.20	20.43
6	21.18	19.75	19.20	19.26	23.99	18.08	18.25	17.53	20.82
7	21.59	20.12	19.57	19.63	24.45	18.42	18.59	17.86	21.22
8	22.00	20.50	19.94	20.00	24.92	18.77	18.94	18.19	21.62
9	22.42	20.89	20.32	20.38	25.40	19.12	19.30	18.54	22.04
10	22.85	21.29	20.70	20.77	25.88	19.49	19.67	18.89	22.46
11	23.28	21.70	21.10	21.17	26.38	19.86	20.04	19.25	22.89
12	23.73	22.11	21.50	21.57	26.89	20.23	20.42	19.61	23.32
13	24.18	22.53	21.91	21.98	27.41	20.62	20.81	19.98	23.77
14	24.65	22.96	22.33	22.40	27.93	21.01	21.21	20.36	24.23
15	25.12	23.40	22.75	22.83	28.47	21.41	21.61	20.75	24.69

BLACK RIVER LOCAL SCHOOL DISTRICT
LIMITED COVERAGE ACCOUNTABILITY FORM: SUPPORT STAFF

Building: _____ Requesting Employee: _____

Date Requested: _____ Time Requested: _____

Reason for Request: _____

Note: Limited to four times per school year, this request can only be submitted on a non-regular basis by an employee who needs to arrive late to work or leave early from work by no more than 15 minutes of the employee's workday.

Requesting employee must complete the following:

_____ By initialing, I confirm that the requested time is non-student instructional and non-student duty time

Total requested time: _____ minutes

Date the Requesting Employee commits to making up missed minutes immediately prior to or after the regularly scheduled workday: _____

Signature of Requesting Employee: _____

Immediate Supervisor approval shall not be unreasonably withheld unless this request negatively impacts operations, the Requesting Employee has not made up minutes taken under a prior Limited Coverage Accountability Form request, or the Requesting Employee exhausted the number of requests for that school year.

Immediate Supervisor decision: Approve / Not Approve

Signature _____ Date: _____

This section to be completed after Requesting Employee makes up missed minutes under this request.

I, _____, certify that I made up the missed minutes under this request on _____, 20____ from _____ am/pm to _____ am/pm.

Requesting Employee Signature: _____

Date submitted to Immediate Supervisor: _____

APPENDIX H

FAIR SHARE FEE – Historical

This language used to appear in Article V, as Article V(G) and has been removed from Article V as the language is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. ____ (2018) and will not be implemented, but is preserved in this Appendix should the law change in future years.

FAIR SHARE FEE

1. The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement.² No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. The notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100%) percent of the unified dues of the UEP (BRSSA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the employees who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the employees who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
3. The Board's Treasurer shall inform the Association when there is a newly-hired employee after the school year begins within five (5) calendar days of that employee being hired. If that employee elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that employee's date of hire and shall also inform the Board's Treasurer as to that employee's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first payday after the later of sixty (60) days of employment or the first paycheck in February.
4. The Fair Share Fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.
5. No employee is required to become a member of the Association.
6. The Association recognizes its obligation to fairly and equitably represent all employees whether or not they are members of the Association.
7. The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision

² This provision shall not apply to any bargaining unit members who, as of September 1, 2005, were not members of the Association and it is expressly agreed that these individuals will never be required to pay a fair share fee.

provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

- . The Association reserves the right to designate counsel to represent and defend the Board; provided however that the Board reserves the right to employ co- counsel at its own expense.
- . 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.

APPENDIX I

CONSENSUS STATEMENT (Substitutes)

The representatives of the Black River Support Staff Association and the Black River Board of Education discussed the process for acquiring substitutes for bargaining unit members when they are on district approved leave. The parties agreed that it is not the responsibility of any bargaining unit member to contact and secure a substitute for the day they are going to be on leave. Each bargaining unit member will be notified who they are to contact when they will need a substitute so that a substitute can be secured for their position on the date/s of the leave. At the time the notification is given the bargaining unit member may suggest preferred substitutes, but it is understood that assignment of the recommended substitutes is not guaranteed. The parties agreed to this consensus statement, the terms of which are not subject to the grievance procedure.

CONSENSUS STATEMENT

(PARAPROFESSIONAL JOB DUTIES)

It is acknowledged that the District is obligated to review existing job descriptions under Article III (E)(2) and commits to doing so regarding the paraprofessional job description prior to the 2025-2026 school year. Before the review of the job description takes place, the Superintendent and a second administrator appointed by the Superintendent will meet with the Association President and one paraprofessional to discuss job related expectations and duties of the paraprofessionals.

BLACK RIVER EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

SICK LEAVE BANK DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Black River Education Support Professionals Association (BRESPA) President or your building representative by October 1st. The donation is irrevocable.

Thank you for caring for the needs of a fellow member.

SICK LEAVE BANK DONATION FORM

I, _____, wish to donate
(Please print your name)

_____ day/s of sick leave to the BRESPA Sick Leave Bank.
(Print number)

Signature

Date

Building/Classification

This form should be sent directly to the BRESPA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Sick Leave Bank Committee. Days are used for catastrophic/life-threatening situations as defined in the contract only.

BLACK RIVER EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

SICK LEAVE BANK APPLICATION FORM

If you would like to request donated sick days, please complete the form below forward it to the Black River Education Support Professionals Association (BRESPA) President.

SICK LEAVE BANK APPLICATION FORM

I, _____, wish to use _____ days*
(Please print your name) (Print number)

of sick leave from the BRESPA Sick Leave Bank.

Signature

Date

Building/Classification

Attach your doctor's certificate/note to this form.

(Days may be used for catastrophic or life-threatening situations only as defined in the contract.)

*Please note that the leave must be applied for and used in increments of 10 days with a maximum of 30 days.

BLACK RIVER EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

SICK LEAVE BANK APPROVAL FORM

_____ has requested _____ days* of
(Name of Member) (No. of Days)

sick leave from the Sick Leave Bank. As _____
(Name of Member)

has met each of the criteria set forth in sick leave bank section of the contract,
the request is approved.

(Signature of BRESPA President)

Date: _____

Verification of Eligibility for Processing:

(Signature of Superintendent)

Date: _____

SIDE LETTER – LONGEVITY PAYMENT - ARTICLE XII(G)

After full and fair negotiations between the Black River Local School District Board of Education and the Black River Education Support Professionals Association, the parties agree that any employee(s) who would be eligible to receive the newly created longevity classifications – 30 years or 35 years – at the end of the 2024-2025 school year will receive the apportioned one-time longevity pay for the higher of the two classifications in which the employee qualifies. The Board agrees to issue this one-time payment on September 20, 2025.

For example(s):

An employee with 30-34 years of experience at the end of the 2024-2025 school year will receive a one-time longevity payment of \$1,250.00. Said employee will not be eligible for another longevity payment until reaching the 35-year longevity column.

An employee with 35 or more years of experience at the end of the 2024-2025 school year will receive a one-time longevity payment of \$1,500.00

No other retroactive payments will be paid for any employees with 15-29 years of experience.

