

MASTER CONTRACT AGREEMENT

Between the

LAKOTA SCHOOL SUPPORT ASSOCIATION (LSSA)

and the

LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

in

BUTLER COUNTY, OHIO

EFFECTIVE: July 1, 2021 through June 30, 2024

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ARTICLE I - RECOGNITION

1.01 The Lakota Board of Education, hereinafter referred to as the "Board," recognizes the Lakota School Support Association OEA/NEA, hereinafter referred to as the "Association" as the exclusive and sole bargaining agent for the bargaining unit as defined herein.

1.02 **Bargaining Unit** - The bargaining unit shall be defined as all full-time and part-time, non-supervisory/evaluative employee(s), including systems support technician(s), clerical employee(s), custodian(s), instructional aide(s), certified assistant(s), parent mentor(s), registered nurse(s), courier(s), Child Nutrition employee(s), maintenance employee(s), secretaries, and data processing specialist(s). In addition, long term substitute employees working 61 or more consecutive days in a specific long-term assignment. Certified assistants include braillist and sign-language interpreter.

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

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

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

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

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- (2) Direct, supervise, evaluate or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

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

- 1.04** The Association agrees that in the event a dispute arises during the term of this agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this agreement or retained as a result of the provisions of this article, the grievance procedure established in this agreement shall be the sole and exclusive procedure for resolving such a dispute.
- 1.05** The Board will not intentionally discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability, or place of residence.
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ARTICLE II - DEFINITIONS

- 2.01 Days** – shall mean Monday through Friday, except district approved holidays.
- 2.02 Fiscal Year** – The school district fiscal year shall be July 1- June 30.
- 2.03 Good Faith** – the willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 2.04 Seniority**
- A.** District Seniority - shall be defined as the length of continuous employment with the Board as a classified employee, commencing with the first day on the job in a bargaining unit position verified by HR. The seniority of a person employed as a long-term substitute who is employed in a bargaining unit position without any break in employment after completing the long-term substitute position shall revert back to the first date of employment in the long-term substitute's position.
 - B.** When two (2) or more employees have equal seniority, the employee with the greatest number of years in the Lakota Local School District shall be ranked the most senior. If a tie remains, said employees shall participate in a drawing to establish their seniority ranking. If said drawing is necessary, the LSSA President/Designee shall be present at the time of the drawing.
 - C.** Continuous employment as referenced in 2.03 (A) above shall include all time on Board approved leaves of absence and all time that an employee's contract has been suspended, provided there is no break in employment.
 - D.** The employer shall prepare, maintain and make available a seniority list that will include the employee's current classification. The initial seniority list shall be prepared and made available on or before January of each year. Any questions members may have regarding their seniority date shall discuss the questions with the LSSA President/Designee. Revisions and updates will be made as needed. The Association President will be notified when the list is available.
 - E.** Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- 2.05 Bargaining Unit Work** - shall be defined as all work now being performed by bargaining unit members or any similar work.
- 2.06 Benefit Eligibility** – Employees who are contracted for 21 or more hours per week are eligible for benefits in accordance with Article XVI—Insurance And Other Fringe Benefits.

- 2.07 Contracts** – All employment contracts begin on July 1 and end on June 30 each year.
- 2.08 Lateral Transfer** – Shall be no change in job classification. Only one (1) lateral transfer per contract year is permitted unless the new position would be an increase or decrease in hours. Any exceptions shall be agreed upon by the Executive Director of Human Resources and the LSSA president. However, Child Nutrition employees are not limited to any specific number of lateral transfers per contract year.
- 2.09 Probationary Period** – 120 work days from the first day of work.
- 2.10 Trial Period** – The employee who has accepted a voluntary transfer shall have the right to request an opportunity to work in the new position for one (1) day to determine if the new job is a good fit. The employee must inform the hiring administrator in writing if he/she wishes to decline the position by Noon on the following day of the trial. The trial day will be waived if the work calendar of the position accepted is not in effect at the time the transfer has been accepted.
- 2.11 Job Classifications** –

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

Building & Grounds – Office Manager	260
Student Service Data Compliance	260
Child Nutrition Office Professional	260
Child Nutrition Specialist	260
10 – 12 Office Manager	260
Athletic Office Operations Manager	260
9 Data Processing Specialist	260
7 – 8 Data Processing Specialist	227
9 – 12 Data Processing Support Specialist	227
CRA Data Specialist	260
10-12 Data Specialist	260
Lead System Support Technician	260
System Support Technician	260
Maintenance Engineer I	260
Maintenance Engineer II	260
Maintenance Engineer III	260
Maintenance Engineer IV	260
Lead Athletic Maintenance	260
General Athletic Maintenance	260
Central Office Head Custodian	260
Head Custodian	260
Custodian	260
Courier	260
Building Maintenance/Custodian (10-12)	260
K – 8 Office Manager	227
10 – 12 Bursar	227
Office Secretary (K-6)	227
Office Secretary (7-12)	227

Child Nutrition Manager	184
Child Nutrition Cook	184
Child Nutrition Professional	184
Registered Nurse	184
Instructional Aide – Special Ed – MD	184
Instructional Aide – Special Ed – ED	184
Instructional Aide – Special Ed – SCC	184
Instructional Aide – Special Ed - Attendant	184
Instructional Aide – Special Ed Job Coach	184
Instructional Aide – Paraprofessional (4 hrs. or more)	184
Instructional Aide – Special Ed	184
Instructional Aide – Special Ed APE	184
Clinic Assistant	184
Instructional Aide HUB	184
Instructional Aide Paraprofessional (less than 4 hours)	184
Certified Assistant – Parent Mentor	184
Certified Assistant – Sign Language Interpreter	184
Certified Assistant – Brailist	184

2.12 Opt-in Days

1. CNP – 2 days
2. Cooks – 2 days
3. Instructional Aides – 1 day
4. CN Manager – 5 days
5. RN's – 4 days
6. Certified Assistant – Parent Mentor -- 1 day
7. Certified Assistant – Sign Language Interpreter – 1 day
8. Certified Assistant – Brailist – 1 day
9. Clinic Assistant – 1 day

Employees listed in the above section shall be paid based on a 184-day work schedule annually. Optional additional workdays will be identified on the annual employee work calendar. Based on the number of additional optional days set forth for each classification, an employee may choose to work (opt-in) for all or some of the optional days and receive compensation. Employees will be required to time sheet the additional days worked each pay period. Employees may not use any paid time under the collective bargaining agreement for these days. Employees hired after June 1, 2021 shall not be eligible for the additional opt-in days.

ARTICLE III – NEGOTIATION PROCEDURES

3.01 Negotiation Procedures

- A. A request to open negotiations shall be submitted by the president of the Association to superintendent or designee or by the superintendent or designee to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.
- B. The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

3.02 Negotiation Meetings

- A. The parties shall mutually agree on a time and place for the first negotiation meeting within 30 days of the request to open negotiations.
- B. A time, place and date for the next session shall be established before concluding the first and each successive negotiating meeting.
- C. Initial written proposals shall be exchanged and presented by the parties at the first meeting unless otherwise mutually agreed. No new proposals shall be considered unless otherwise mutually agreed.
- D. All meetings shall be scheduled as mutually agreed.

3.03 Negotiation Teams

- A. Each team shall consist of up to six (6) people. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the designated teams. Size of teams may be changed by mutual consent.
- B. Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may

be used by each of the parties in any negotiation session. The cost of such consultants shall be paid by the party requesting their services. The party shall provide notice one day prior to the meeting naming the consultant who will make the presentation.

- C. When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to continue or set a time, date, and place for the next negotiation session.
- D. Either party may have up to two (2) observers present at each session. The observers may not participate in the bargaining process.
- E. While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will have all necessary power an authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

3.04 Information

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

3.05 Caucus

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

3.06 Item Agreement

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

3.07 Agreement

When a total contract tentative agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted with a recommendation to the Association and the Board for acceptance.

The result of the ratification vote by the Association's membership shall be communicated to the superintendent or designee by the president of the Association. After notification, the Board shall meet within fourteen (14) days, unless otherwise mutually agreed, to consider the approval or non-approval of the tentative agreement.

3.08 Impasse

If an agreement has not been reached after forty-five (45) calendar days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. A party may not declare initial impasse until five (5) negotiation sessions have occurred. If a party calls for FMCS involvement, the other party shall join in a joint request. A private mediator may be utilized if mutually agreed to by the Board and the LSSA. If a private mediator is utilized, the parties will agree to equally split the cost of the mediator.

The mediation period shall be sixty (60) calendar days from the first meeting with the mediator. After the sixty (60) calendar day period has expired and after at least three (3) sessions with a federal mediator (or

a mutually agreed upon private mediator), if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an ultimate impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses provided that the Association has submitted the Board's final offer to a vote of the membership. Prior to implementation of the Board's final offer, the Board must provide at least ten (10) calendar day's written notice to the LSSA. This notice shall contain the Board's final proposal. Notwithstanding the timelines contained in this section, the Board may not implement a final offer until the master agreement has expired. During this ten (10) day period the LSSA may request to continue to negotiate with the Board. In the event a request to negotiate is received by the Board, the Board will ensure that at least one negotiation session is provided prior to the implementation of the Board's final offer.

3.09 Contrary to Law

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

3.10 In-Term Bargaining

If during the life of the contract, bargaining is necessary due to Article 3.09, Contrary to Law, and agreement is not reached on the subject matter being bargained, Article 3.08, Impasse, of this contract shall govern the impasse procedures.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 Grievance

A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.

4.02 Grievant

Shall mean the employee(s) or the Association filing the grievance.

4.03 Purpose

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

4.04 Written Grievance

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

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

4.05 Grievance Procedure

- A. Step One: A grievant shall have the right to file a written grievance with the employee's building principal or the appropriate administrator.

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

1. The written grievance shall be recorded on Appendix A and shall contain a concise statement of the facts upon which the grievance is based with a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied.
 2. A copy of such grievance shall be filed with the Association President, Superintendent and/or with the Executive Director of Human Resources.
 3. The grievant shall have a hearing before the administrator. The grievant and the Association President shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the administrator's receipt of the grievance. The hearing between the grievant and administrator shall involve those two parties only, unless either party requests to be accompanied by an association representative of his/her choice.
 4. The administrator shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent and/or the Executive Director of Human Resources and the Association President and/or Grievance Chair.
- B. Step Two: If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Executive Director of Human Resources.
1. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the administrator's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
 2. A hearing shall be conducted by the Executive Director of Human Resources, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, and place of the meeting. A representative of his or her choice shall be present. The Association and the Administration shall provide each party with the names/titles of those who will be in attendance at the meeting.
 3. The Executive Director of Human Resources shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the administrator and the Association President and/or Grievance Chair.
- C. Step Three: If the action taken by the Executive Director of Human Resources does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the

Superintendent and/or Assistant Superintendent following the procedures as outlined in Step Two above.

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

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

4.06 Miscellaneous Provisions

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

ARTICLE V - ASSOCIATION RIGHTS

- 5.01** The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the classified employees:
- A.** To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
 - B.** Use of all bulletin boards at each work site.
 - C.** The Association may use the school mail system, including email, for distribution of Association materials to members of the bargaining unit.
 - D.** Upon approval of the building principal, the Association may use school buildings in the district for meetings.
 - E.** The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the district for any damage to the equipment caused by its misuse.
 - F.** The building administrator shall make announcements requested by the Association over the public address system.
 - G.** The Board will provide access to the Board policies and the contract between the Board and the Association.
 - H.** The Board will provide the Association President with an updated copy of the Board meeting agenda(s) and access to the Board minutes.
 - I.** The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members upon request.
 - J.** The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.
 - K.** Employees shall have the right to representation at all meetings which are likely to result in a reprimand and are disciplinary in nature.
- 5.02** The Board agrees to deduct the dues from the wages of Association members upon presentation of a written authorization individually executed by any employee.
- A.** Dues shall be collected in equal deductions for 18 bimonthly pays beginning with the first pay in October and shall be submitted to OEA monthly with a list of those employees for whom payment is made and the amount deducted. A copy of the list shall be submitted to the Association treasurer.
 - B.** Payroll deductions shall be continuous and remain in effect unless revoked in writing to the district treasurer and LSSA President between the dates of August 15 through August 31 of any school year.
 - C.** The Association will notify the district treasurer the amount of dues to be collected on or about September 15 of each year for the purpose of determining amounts to be payroll deducted.

E. Fair Share Fee

The Parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, the parties will meet to negotiate Fair Share Fee provisions that are consistent with the changes in law.

5.03 Association Release Time

- A.** The local Association President/Designee(s) may attend Association related activities and shall not be unreasonably denied, including officially elected delegates/alternates who may attend the OEA Representative Assembly.
- B.** The Board is not obligated for any expenses.
- C.** The Association President/Designee shall be allowed release time in order to participate in impasse, grievance and arbitration hearings.
- D.** All second shift employees, who are officers in the Association, shall have the right to one hour of release time per month to attend union meetings, accumulative to ten (10) hours per contract year.
- E.** The LSSA President/Designee may be afforded release time each year to conduct Association business. Such business shall include, but is not limited to, representing members in fact finding and discipline proceedings, grievance hearings, association presidents/HR meetings, LMC and other meetings as needed with management. Prior to the start of each school year, the Executive Director of Human Resources and the LSSA President shall meet to mutually agree on the time and amount of release time needed to conduct business for the upcoming school year.

ARTICLE VI – CONTRACT AND JOB DESCRIPTIONS

6.01 Contracts for Classified Employees

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

- A.** Upon acceptance of a position with the Lakota Local School District, an employee will be employed under a one (1) year limited contract. Per the Ohio Revised Code, in order for an employee to receive a year of service credit, a minimum of 120 working days must be completed. In the event an employee does not complete the minimum 120 working days during the one (1) year limited contract, he/she will be reemployed under a new one (1) year limited contract without the 120-day probationary period. Thereafter, the employee will be reemployed under a two (2) year contract. At the end of three consecutive two-year contracts the employee will be reemployed under a continuing contract.
- B.** Non-renewal of a one or two-year contract shall follow this procedure:
 - 1. Evaluations by May 15.
 - 2. Written notification of the intent to non-renew shall be provided prior to June 1, and may be included in the second evaluation.

3. Board action to non-renew by the first scheduled meeting in June.
4. Written notification of Board action to non-renew shall be provided by the Treasurer within five (5) Work days of the meeting at which the Board acted to non-renew.

C. During the first one hundred and twenty (120) working days of this contract, the employee is on a probationary status and may be discharged at any time by the employer with no reason given.

6.02 The Human Resources office shall have the authority to determine the job descriptions for all positions in which employees are employed. Any changes in job descriptions will be initiated by the Administration and input will be gathered by the Human Resource office and the LSSA President/Designee. The official job descriptions shall be those which are on file with the Human Resources office. If the official job description is changed, any employee affected shall be notified of those changes prior to those changes taking effect.

ARTICLE VII – COMPLAINTS, DISCIPLINE AND ATTENDANCE

7.01 Complaints

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

- A. Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to an administrator. In the event the complainant refuses to meet with the employee, the administrator will meet with the employee before taking any further action and provide the employee with the allegations of the complaint. The employee will be given time to respond and provide his/her position on the matter.
- B. Anonymous complaints shall not be used to support disciplinary action.

7.02 Verbal Warning

It is expected that most offenses will be addressed through a verbal warning which will precede the progressive disciplinary process. This warning is delivered verbally by the supervisor with no written record of it appearing in an employee's personnel file. This warning is not subject to the grievance procedure and is meant to prevent the need for a more formal reprimand in the future.

7.03 Disciplinary Procedures

An employee may be disciplined, including suspended and/or terminated, for just cause, for one or more of the reasons described in the Ohio Revised Code. The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending upon the nature of the offense, an employee shall be verbally warned about conduct which could lead to more formal disciplinary action.

Reprimands, discipline, and the reasons for discipline shall be subject to the grievance procedure. An employee may attach a written response to any discipline rendered.

7.04 Progressive Discipline

In addition to the procedures set forth by law, the superintendent or designee, shall follow the principles of progressive discipline and issue a verbal warning, limited written reprimand, permanent written reprimand, or recommend a suspension without pay. However, the Superintendent or designee may accelerate disciplinary measures at any step, if the gravity of the offense warrants such immediate action.

A. Step One—Fact-Finding Conference: Before an employee receives a reprimand placed in his/her personnel file, or before an employee receives a recommendation of a suspension without pay:

1. The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and
2. The employee shall be notified in writing of the purpose of the fact-finding conference using Appendix B and the right to an Association representative of his/her choice. The Association President/Designee shall be provided a copy of this notice. The meeting shall be held within five (5) days unless a mutually agreeable time is set.

B. Step Two—Disciplinary Conclusions: Except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with the employee within two (2) calendar weeks of the fact finding conference.

1. Limited Written Reprimand

This is a formal step in a progressive disciplinary process. It is a reprimand delivered by the supervisor and documented in writing using Appendix C. The written documentation of a limited written reprimand shall become a part of the employee's personnel file. At the request of the bargaining unit member, the limited written reprimand shall be returned to the member after two years, if no similar incident occurs which results in further discussion.

2. Permanent Written Reprimand

This is a formal step in the progressive disciplinary process beyond or in follow-up to the limited written reprimand. A permanent written reprimand, using Appendix D, shall become a part of the employee's personnel file.

3. Suspension and Termination

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

Before a suspension of an employee becomes effective, the employee shall be notified of the reason for the proposed disciplinary action, and a hearing may be held at which time the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing may be before the superintendent. A written summary of a suspension shall become a part of the employee's personnel file.

If the disciplinary conference results in an administrative recommendation of termination, the legal procedures as outlined in the Ohio Revised Code, Section 3319.16 must be followed. The affected employee shall have the rights afforded him/her under state law.

7.05 Poor Attendance

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

- A. Has a disproportionate number of absences on a Monday and/or Friday; and/or
- B. Has a disproportionate number of absences in any combination of sick leave, and/or personal leave; and/or
- C. Has a continuous pattern of exhausted accumulated sick leave.

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

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

If the pattern of poor attendance further continues, the matter shall be referred to the Executive Director of Human Resources for further discussion with the employee. The employee may face possible disciplinary consequences under Article 7 of the negotiated agreement, up to and including possible termination.

ARTICLE VIII – REDUCTION IN FORCE

8.01 Reduction in Force

- A. If, in the sole judgment of the Board, it determines that a reduction in force is necessary, then the following procedure shall be utilized when making that reduction.
- B. In a reduction in force of the classified staff, the following provisions will be followed:
 - 1. Reductions shall be made through attrition to the extent possible.
 - 2. When it becomes necessary to lay off employees, the affected employees shall be laid off by classification according to district seniority, with the least senior employee to be laid off first. The following classifications shall be used for determining the classifications in which layoffs are to occur:

The following groups are for RIF purposes only.

2	Buildings & Grounds – Office Manager Child Nutrition Office Professional Child Nutrition Specialist Student Service Data Compliance
3	K – 9 Office Manager
4	10 – 12 Office Manager
5	Athletic Office Operations Manager
6	10 – 12 Bursar
7	Office Secretary
8	Data Processing Specialist 7-12 Data Processing Support Specialist CRA Data Specialist
9	Lead System Support Technician
10	System Support Technician
11	Registered Nurse
12	Instructional Aide – Special Ed – MD Instructional Aide – Special Ed – ED Instructional Aide – Special Ed – SCC Instructional Aide – Special Ed – Attendant

13	Instructional Aide – Special Ed – Job Coach Instructional Aide – Paraprofessional (4 hours or more) Instructional Aide – Special Ed Instructional Aide – Special Ed APE Instructional Aide-HUB
14	Certified Assistant – Parent Mentor
15	Certified Assistant – Sign Language Interpreter
16	Certified Assistant – Brailist
17	Child Nutrition Manager
18	Child Nutrition Cook
19	Child Nutrition Professional
20	Maintenance Engineer I
21	Maintenance Engineer II
22	Maintenance Engineer III
23	Maintenance Engineer IV
24	Lead Athletic Maintenance
25	General Athletic Maintenance
26	Central Office Head Custodian
27	Head Custodian Building Maintenance/Custodian
28	Custodian (more than 4 hours)
29	Courier
30	Instructional Aide – Paraprofessional (Less than 4 hours)
31	Clinic Assistant
32	Custodian (4 hours or less)

C. Recall

1. For the classifications in which the layoff occurs, the Board shall prepare a recall list. Employees shall be placed on the recall list in reverse order of layoff. The recall shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification.
2. Vacancies which occur in the classification of layoff shall be offered, either in-person or by phone, to individuals from the recall list and they may have up to five (5) days to accept or decline the offered position. Any employee who declines the recall or fails to reply to the Board's offer shall be removed from the recall list.
3. Laid off employees shall be offered, either in-person or by phone, vacancies in other classifications, provided they are qualified for such vacancies, before any new employee is employed to fill the vacancy.
4. Laid off employees shall not be required to accept positions which are less hours or are paid at a lower hourly rate and shall remain on the recall list.
5. If an employee is recalled from layoff, the employee shall retain their original seniority date.
6. An employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff.

ARTICLE IX - NOTIFICATION OF VACANCIES AND TRANSFERS

9.01 Posting of Vacancy

- A.** Whenever a vacancy occurs within the bargaining unit, it shall be posted by the Human Resources Office for a minimum of five (5) days on the district website. Electronic notification shall be sent to all employees at the time of postings. All postings shall be extended during holiday breaks (Fall, Winter and Spring) by the number of days school was not in session. A vacancy is defined as any opening resulting from the death, resignation, termination or retirement of an employee which the Board decides to fill, or any newly created position.
- B.** The content of the vacancy notice shall include a copy of the job description which includes qualifications (essential responsibilities) for the position, description of any specific skills/experience required to perform the job, the number of hours required, location of the work, rate of pay, and classification.
- C.** During the summer (July 10 through the first student day of each year), vacancies shall be posted by the HR office on the district website. Electronic notification shall be sent to all employees at the time of posting.
- D.** An employee who desires to fill a vacancy as defined above shall, within five (5) days of the initial posting, apply for the vacancy via the online application system. Internal employees are considered for lateral transfers or promotions prior to consideration of external candidates. Lateral transfer shall be no change in job classification. All employees who have submitted a complete application for a lateral transfer shall be considered for the position prior to the vacancy being filled.
- E.** When there are one or more applicants for a posted vacancy employed in positions within the same job classification which is applicable to the vacant position and who meet the qualifications listed in the posting, the most senior employee shall be awarded the position except when the applicants are determined unequal based on (a) a review of the attendance record, (b) comparable evaluations on the last two (2) most recent evaluations, (c) unique qualifications stated in the posting, (d) one lateral transfer per contract year, (e) written discipline within the last 24 months. In the event a vacant position is awarded to a less senior employee, the senior applicant(s) may be informed in writing by the Human Resources Department within five (5) days as to why the less senior applicant was awarded the position if requested by the employee.
- F.** An employee in the District applicant pool who meets the minimum qualifications as outlined in the job description and requests a transfer outside his/her classification will be considered before new applicants. When there are no applicants employed in positions within the same job classification applicable to the vacant position, the vacancy shall be awarded to the most qualified applicant (without regard to whether that person is currently employed or not employed by the Board) who best meets the qualifications/experience for the position, based on (a) a review of the attendance record, (b) comparable evaluations on the last two (2) most recent evaluations, (c) unique qualifications stated in the posting, and/or (d) the results of a structured standardized interview process developed by Human Resources and the building/department administrator based on the posted job descriptions and (e) unique qualifications stated in the posting. Internal candidates are always encouraged to share an updated application with the hiring administrator. In the event a vacant position is awarded to a less senior employee, or to an applicant who is not a current employee, the senior applicant(s) may be informed in writing by the Human Resources Department within five (5) days as to the reason(s) why the less senior or outside applicant was awarded the position if requested by the employee.

- G. A vacancy shall be posted and filled as soon as feasible.
- H. The employee who has accepted a voluntary transfer shall have the right to request an opportunity to work in the new position for one (1) day to determine if the new job is a good fit. The employee must inform the hiring administrator in writing if he/she wishes to decline the position by noon the day following the one (1) day trial period. The one (1) day trial period will be waived if the work calendar of the position accepted is not in effect at the time the transfer has been accepted.
- I. Employees are allowed only one (1) lateral transfer per contract year.
- J. For salary information regarding transfers, please see Article XVII, Salaries.
- K. Within the classification of Custodian, seniority will be the deciding factor as to who is awarded the transfer. The rationale for denying a transfer shall not be arbitrary or capricious. Transfer requests for Custodians will be made using Appendix I, Custodial Transfers. Custodial Supervisors will offer an open position to custodial employees by seniority date. After all opportunities have been filled internally, any open positions will be filled externally. Employees shall be asked to update their transfer requests using Appendix I, at the end of each semester.

9.02 Transfers Due to New Facility and/or Redistribution or Reassignment of Students

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

- A. A notice will be distributed to each LSSA bargaining unit member in a classification affected by the opening of a new facility or redistribution of students indicating the position(s) available within the classification. The employee shall return the notice form as directed indicating preference(s) for reassignment.
- B. If the employee does not respond to the notice, the employee may be transferred involuntarily.
- C. All moves during this expedited process shall result in no gain or loss of hours.
- D. Employee requests within each classification will be considered in seniority order for assignment to available vacancies.
- E. Following selection(s) for transfer, a written assignment confirmation will be sent to each transferred employee and copied to the LSSA President.
- F. The trial period is waived for transfers under this expedited process.
- G. At the end of the transfer process, all remaining vacant positions shall be posted district-wide and filled in accordance with the voluntary transfer process in the master agreement, including consideration of individuals whether or not they participated in the expedited process and others outside the classification.
- H. In the event that a reduction in the number of employees in a classification at a particular work site becomes necessary, the reduction at the work site will be accomplished by involuntarily transferring employees at the work site with the least district seniority in the classification affected.

9.03 Involuntary Transfer

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

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

9.04 Temporary Transfers

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

9.05 Casual/Summer Work

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

9.06 Temporary Employees

After the start of the school year, when an instructional aide (IA) resigns or is on a long-term leave of absence, the Board may decide to hire a temporary employee to fill the position. The temporary employee will be paid at increment one (1) on the IA salary schedule and qualify for benefits for the remainder of the school year. At the completion of the assignment, the temporary employee may be placed in another open IA position to cover the absent employee. At the end of the school year, the temporary employee's contract shall automatically expire and any open position that the Board intends to fill shall be posted for the following school year.

If the Board wishes to hire the temporary employee for the following school year, they shall be considered an external candidate. If hired, provided that they worked for at least 120 work days, they shall be credited with one (1) year of service for salary and seniority purposes for the temporary assignment. Further, they shall be credited as already have served their probationary period.

- 9.07** Prior to the end of June the Executive Director or Senior Director of Human Resources in collaboration with the LSSA President/Designee, will review the instructional aide student needs throughout the district for the upcoming school year.
- A. The placement process shall be implemented as follows to the extent possible:
1. Student need will be established.
 2. The employee will remain in the same category.
 3. The employee will remain in the same building. In the category of attendant, the employee will be required to remain with the student to whom they are assigned unless it is determined that it is not in the best interest of the student and/or employee. This exception will be reviewed by the Executive Director or Senior Director of Human Resources in collaboration with the LSSA President/Designee.
 4. The employee will remain in the same grade band.
 5. District Seniority within the building will be used to determine the placement.
- B. In the event the employee voluntarily transfers into a new position as a result of the placement and their original position becomes available, within one month of the voluntary transfer, the employee has the first right of refusal to the position prior to the position being posted.
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ARTICLE X - PERSONNEL FILES

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

- 11.01 The purpose of the evaluation is:**
- A. To assess an employee's work performance.
- B. To help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the district's program.

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

11.02 Procedures for Evaluation

- A. The evaluations of employees covered by this agreement shall be completed using the evaluation form attached as Appendix F, in accordance with the following schedule. The evaluation shall be reviewed with the employee, with a copy given to the employee at conclusion of the review.
 - 1. Limited contract employees shall be evaluated every year by May 15th. However, employees hired after March 1st will not be evaluated in that year. Limited Contract employees who receive five (5) or more areas marked as ineffective on their evaluation will be placed on an improvement plan and reevaluated on May 15th of that same year.
 - 2. Continuing contract employees shall be evaluated every two (2) years. Evaluations shall be completed by May 15th in the year that they are evaluated. Continuing contract employees who have received five (5) or more areas marked as ineffective on their evaluation shall be placed on an improvement plan and reevaluated by January 15th of the following year. If the employee still has five (5) or more areas marked as ineffective they shall continue on an improvement plan and be reevaluated on May 15th of that same year.
 - 3. All improvement plans shall follow the guidelines as specified in Article 11.02 (C) below.
 - 4. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.
- B. All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's immediate supervisor or Administrator, who shall not be a member of the bargaining unit. Pre-evaluation conferences should happen as early as possible in an evaluation year. In the case of Braillists, Job Coaches and Sign Language Interpreters, a Lakota Education Association member may act as the evaluator.
- C. Any deficiencies in an employee's performance shall be brought to the attention of the employee, together with suggestions for improvement, prior to implementing an improvement plan.
 - 1. Any improvement plans shall be created with specific attainable goals and reviewed by the evaluator and employee at least once a month.
 - 2. Prior to the implementation of any improvement plan, the LSSA president shall be notified and provided with a copy. The HR director and LSSA president shall meet as needed to discuss concerns with any improvement plan.
- D. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
- E. Any employee who receives ten (10) or more areas marked as ineffective will not receive a salary increase the following school year provided the following has been implemented:
 - 1. The ten (10) or more areas marked as ineffective occurred in the May 15 evaluation cycle immediately preceding any such salary interruption for the following school year.
 - 2. An improvement plan has been implemented no later than two weeks after the January 15th evaluation conference.
 - 3. The employee has been given an opportunity to improve his/her performance.

ARTICLE XII – LABOR MANAGEMENT COMMITTEE

12.01 Labor Management Committee

- A.** In an effort to further a good working relationship between the parties, a labor management committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations.
- B.** Representation on this committee shall be determined by the Executive Director of Human Resources and the LSSA President. The committee shall be co-chaired by the Executive Director of Human Resources and the LSSA President. The Executive Director of Human Resources, Director of Human Resources, Chief Operations Officer, LSSA President, and LSSA Vice President(s) shall be standing members on the committee. The Board's Counsel and OEA Representative shall be Ex. Officio members of the committee.

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

- C.** The committee chairs will prepare a written summary at the meeting for immediate distribution.

The written summaries nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

The chairperson shall recognize a motion by either party to table a topic for further study.

- D.** Meeting Schedule and Agenda

Meetings shall be held once a quarter, or as mutually agreed upon, during the school year. Agendas shall be mutually agreed upon prior to each quarterly meeting. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary. The topic of external substitution shall be a standing agenda item.

- E.** General Guidelines

1. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce implementation of guidelines.
2. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
3. Where agreement is reached by the LMC on a topic, it will be included in the written summary.

- F.** LMC Standing Subcommittees

There will be the following standing sub-committees which shall report to the LMC quarterly.

1. Diversity - Which shall be chaired by the Executive Director of Diversity and an LSSA member designated by the LSSA President.
2. Special Education - Which shall be chaired by the Executive Director of Special Education and an LSSA member designated by the LSSA President.

3. Health Care - Which shall be chaired by the Executive Director of Human Resources and an LSSA member designated by the LSSA President.

The committee will meet each quarter to share and discuss upcoming District initiatives regarding the nature of the subcommittee and to give committee members an opportunity to provide input. Further, the committee will have the opportunity to discuss any ongoing concerns, issues, or potential problems regarding current issues regarding the nature of the subcommittee. Additional committee members shall be selected by the chairs. In the event the co-chairs mutually agree that a meeting is not required, the committee will not be required to meet. Participation on this committee will be voluntary and committee members shall not be eligible for any additional payment from the district.

ARTICLE XIII - WORK YEAR, WEEK, AND HOURS OF WORK

13.01 Work Week/Hours

- A. The workweek for all employees shall begin on Sunday, with the normal week being Monday through Friday.
- B. Employee breaks will not take place at the beginning or end of the employee's shift. Employees are scheduled for work as follows:
 1. 8 hour employee(s) are scheduled for 8.5 hours per day; lunch is unpaid
An employee who works eight (8) hours is scheduled for eight (8) and one half (1/2) hours total per day. These employees shall be entitled to two (2) paid 15-minute breaks during the employee's work schedule.
 2. 7.5 hour employee(s) are scheduled for 8 hours per day; lunch is unpaid
7 hour employee(s) are scheduled for 7.5 hours per day; lunch is unpaid
6 hour employee(s) are scheduled for 6.5 hours per day; lunch is unpaid
An employee who works a minimum of five (5) and less than eight (8) hours per day shall be entitled to one (1) paid 15-minute scheduled break during the employee's work day. This break shall be taken at the time approved by the employee's supervisor.
 3. Employee(s) scheduled less than 6 hours are not entitled to a lunch break; however, are entitled to one (1) paid 15-minute break during the employee's workday. This break shall be taken at the time approved by the employee's supervisor.
Employees scheduled less than five (5) hours per day are not entitled breaks.
- C. Eligible employees (7 paid hours or more per day) shall be entitled to a duty free, one-half hour lunch. In the event an employee's lunch is interrupted by being called to work, the employee shall be permitted to resume and complete his/her lunch provided the employee can do so within a reasonable time of the interruption. In the event an employee is unable to resume his/her interrupted lunch within a reasonable time of the interruption, the employee shall be paid for the time worked. If an employee is unable to resume his/her uninterrupted lunch as a result of an all-day field trip, the employee shall be paid for the time worked.
- D. It is the responsibility of the building/department administrator to communicate a tentative schedule for lunches and breaks to all eligible employees within the first two (2) weeks of work.

- E. The Instructional Aide start date for each school year will be the first scheduled teachers work day of each school year as approved by the Board of Education.
- F. Employee work calendars shall be shared by the end of the 3rd quarter.

13.02 Paid Holidays

- A. The following days shall be considered paid holidays for all employees covered by this agreement as listed below:

260 Day Employees – Receive the following paid holidays:

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

227 Day Employees – Receive the following paid holidays:

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

Less Than 227 Day Employees – Receive the following paid holidays:

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

- B. Any employee who is required to work on a scheduled paid holiday will receive the paid holiday and one and a half times their hourly rate.
- C. A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.
- D. To receive holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday or have approval to be off those days by the employee's immediate supervisor.
- E. In the event that there are no additional workdays scheduled in the employee's contract year, a paid Memorial Day holiday will occur for those employees who work less than a 227 day schedule.

13.03 Vacations

- A. Employees covered by this Agreement who are contracted 260 days shall be granted a vacation with pay as follows:
 1. Years 1-5 earn ten (10) days per year – Year one (1) will be prorated based upon date of hire.
 2. Years 6-10 earn fifteen (15) days per year.
 3. Years 11 and above in a bargaining unit position earn twenty (20) days per year.

4. Employees who are transferred or assigned to a 260 day position shall receive credit for all years of service as a Lakota school employee, as of July 1st each fiscal year for calculating vacation days. Employees must have continuously worked, in a bargaining unit position, at least 120 days per year to qualify for credit for years of service.
- B. Employees who resign shall receive their vacation pay earned, up to a maximum of twenty-five (25) days.
- C. By April 1st of each year, all custodial employees will utilize the absence management system to make vacation requests for time off between May 1st and July 31st. Vacation request will be based on seniority and will be reviewed immediately following the April 1st deadline. Denials will only take place if the needs of the district cannot be met due to not having enough staff. For vacation requests that are unique and require approval before the April 1st deadline, the employee can ask their direct supervisor for special consideration.
- D. All other employees shall notify their immediate supervisor of the time period which they wish to take as their vacation. Vacations will be granted at the time specified, insofar as it is possible to do so in accordance with the staffing needs and the work load of the school district. Additional vacation requests should be submitted one week prior to the requested dates. Vacation requests shall be on a first come - first serve basis. It is understood that the number of employees allowed to take vacation during any one time period will be determined by the administration, and the administration reserves the right to arrange vacation schedules in accordance with the needs of the school district. Employees shall receive notice of denial of vacation requests within five (5) days of submission.
- E. Maximum vacation accrual will be twenty-five (25) days at the end of the fiscal year. Accumulation during the year may exceed the twenty-five (25) day total. At the end of each fiscal year, any vacation accumulation in excess of twenty-five (25) days will be lost.

13.04 Overtime

- A. Scheduled overtime will be offered as follows:
 1. Overtime will be offered to building employees within the job classification. Overtime will be offered through a rotation by district seniority who are assigned to the location or department where the work will be completed. Any overtime that exceeds eight (8) hours will be split between employees. The first eligible employee in the rotation shall be offered their choice of the split assignment not to exceed 8 hours. Any remaining hours shall be offered to the employee next on the rotation in the building. If the remaining hours are not covered by the remaining building employees, the original employee will be offered the remaining hours prior to going out to the district.
 2. Any overtime not covered at the building level will be posted out to other district employees, in that classification, through a rotation by district seniority.
 3. For custodial overtime, in the event none of the conditions listed above result in assigning overtime, overtime shall be offered to part time custodians at the overtime rate even though they may not be over the 40-hour work week. In the event that custodial overtime is unfilled, members of the maintenance department will be the next considered group for overtime based on seniority. 13.04 (C) overtime rules will apply.
 4. The district will provide standard rotation forms and instructions, which all buildings will use for their rotations, and keep for record. Overtime and double time shall be rotated on separate forms.

5. In the event none of the conditions listed above result in assigning overtime, the assignment will be given to employees within the job classification in reversed seniority rotation at the building level. A seniority list as well as a record of reversed seniority assignments shall be maintained at the building level for the purpose of reversed rotation.
 6. Non-scheduled overtime shall be defined as overtime with less than 48-hours notice and is not subject to the rotation criteria as set forth in this section. Non-scheduled overtime shall be offered at the building level first, then offered to other district employees if not assigned at the building level.
 7. In the event that overtime work is a continuation of an employee's regular assignment, the overtime shall not be assigned by seniority; the employee will continue to work to completion of the assignment.
- B. In order to be considered for overtime all employees must have worked forty (40) hours during the week in which the overtime shift will be worked.
 - C. When computing overtime, vacation, holidays, calamity time, and jury duty shall be counted as hours worked.
 - D. All employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours in any one week.
 - E. All employees shall be paid at two times their regular hourly rate for all hours accepted or required, that are worked on Sundays regardless of the number of hours worked during that week.
 - F. Employees who use sick or personal leave may not convert those days to vacation to qualify for overtime.

13.05 Flex Time

When agreed upon between an employee and supervisor, an employee's work day can occasionally become flexible. When this takes place, the reciprocity must be agreed upon at the time of the request.

13.06 Call-In Pay

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

13.07 Calamity Days Procedures

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

- A. Only the Chief Operations Officer or Executive Director of HR shall direct essential personnel to report on a calamity day. Essential personnel are classified as Head Custodians, Maintenance, Maintenance Helpers, Building Maintenance/Custodian (10-12), and lead SST.
- B. An employee required pursuant to 13.07(A) to report to work on the first seven (7) district declared calamity day(s) shall be entitled to receive time and one-half (1½) for all hours worked on the first seven (7) district declared calamity day(s) in a contract year. Employees required to report under this provision who do not report to work on a calamity day will be required to use personal or vacation time.

- C. Non-essential personnel shall receive pay for time lost due to a district declared calamity day. Only the Chief Operations Officer or Executive Director of HR may require non-essential employees to report to work during a calamity day after seven (7) paid calamity days in a contract year. In emergency situations the Chief Operations Officer or Executive Director of HR may assign additional essential personnel.
- D. Maintenance employees that are required to report to work earlier than their normal scheduled time to remove snow and ice will be paid one and half times their hourly rate for the hours worked not to exceed 8 hours.

13.08 Overnight Field Trips

Employees who are requested by their administrator and agree to accompany students on Board approved overnight field trips shall be paid a stipend of fifty dollars (\$50.00) per night.

- 13.09 Any employee who is asked to sub for the entire day, shall be given break time equivalent to a teacher's planning period.

ARTICLE XIV - WORKING CONDITIONS

14.01 Uniforms for Buildings and Grounds and System Support Technicians

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

- A. Employees will be provided up to five (5) shirts annually as needed and/or following the probationary hiring period. Employees shall be allowed to choose long or short sleeve shirts in a cotton or dry fit fabric. The district may provide alternatives to the five shirts; however, these alternatives will not be considered part of the required uniform.
- B. All employees must wear the District provided shirts and the shirts must not be altered. However, employees shall be allowed to participate in building or district wide spirit days.
- C. Employees may wear their own slacks and/or shorts and must be in presentable condition, no visible holes or fraying. Shorts, when worn, must reach mid-thigh or longer.
- D. Closed toe shoes/sneakers must be worn at all times and specialty shoes are encouraged during necessary periods such as, but not limited to, summer cleaning, welding, and grass mowing.

14.02 In-Service Training

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

ARTICLE XV - LEAVES

15.01 Sick Leave and Family Medical Leave

- A.** All employees shall be granted 15 days of sick leave annually to be credited at the rate of one and one-fourth days per month.
- B.** Unused sick leave shall accumulate.
- C.** Members are entitled to request leave under the Family Medical Leave Act (FMLA).

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

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

- D.** Employees, upon notification to the immediate supervisor, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be transmitted to others, and for absence due to illness, injury, or death in the employee's immediate family.
- E.** Immediate family consists of the employee's spouse, parents, children, siblings, persons residing in the employee's household, grandparents, grandchildren, and in-laws of the employee. Exceptions to this will be reviewed by the Human Resources office. The amount of sick leave usable for absence due to illness, injury, or death in employee's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.
- F.** Up to one day a year may be used for bereavement purposes for distant relatives, friends and neighbors. Exceptions to this will be reviewed by the Human Resources office.
- G.** For new employees, five days of sick leave shall be advanced as needed within the first 12 months of employment.
- H.** Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under sections 3319.081 and 3319.16, Ohio Revised Code.
- I.** In an emergency situation, the Executive Director of Human Resources or his/her designee, in his/her sole discretion, may grant an advancement of sick leave to an employee restricted only by the employee's ability to repay advances within his/her contract year.
- J.** No day will be charged against any employee's sick, personal, and vacation leave if the schools are closed due to a calamity. Essential employees are excluded from this provision.
- K.** The employee's supervisor is responsible for monitoring attendance and for counseling the employee on use of sick leave. The supervisor may review the attendance record with an employee and discuss possible ways to improve attendance.
- L.** Up to two (2) sick days per year may be used for observance of religious holidays provided prior notice of at least five (5) work days is given.
- M.** Family Medical Leave (FMLA) – An employee is entitled to use up to twelve (12) weeks (60 workdays) of leave under the Family Medical Leave Act following the birth of a child or to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care or for a qualified condition. During this twelve (12) week period of time, the member may choose to use accumulated sick leave as documented by a doctor.

A member may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date shall be a date that is mutually agreed upon between the member and the building principal or his/her designee.

An employee electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 15.03.

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

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

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

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

15.02 Personal Leave

- A.** Each support employee is entitled by Ohio Revised Code to three full days of personal leave within each contract year. This number of days is not prorated based upon the date of hire.
- B.** Personal leave day shall be subject to the following conditions:
 - 1. Requests shall be in writing on a prescribed form or in the attendance system.
 - 2. Personal leave is intended to allow employees to be absent from work to conduct personal or emergency business which cannot otherwise be conducted during non-school hours.
 - 3. Employees are not obligated to provide a reason to the Superintendent or designee for requests of Personal Leave made at least five (5) work days prior to requested leave date. Requests presented to the Superintendent or designee less than five (5) work days in advance shall require a reason stated in the request.
 - 4. Personal leave shall not be used on the scheduled work day preceding or following student nonattendance days or legal holidays or the five work (5) days preceding or following the first or last student attendance day of a school year except in emergency or unusual circumstances. The nature of the emergency shall be stated in the request. Saturdays and Sundays shall not be considered student non-attendance days.
 - 5. The number of persons granted personal leave for any one day will be limited as determined by the Superintendent or designee.
 - 6. A request for a personal day shall be given to the employee's immediate supervisor and shall be approved by the building administrator in consultation with the department

director. The employee shall receive notice of denial of the request for a personal day within two days of making the request.

- C. Unused personal leave will be converted to sick leave at the ratio 1:1. Or unused personal leave will be converted to personal leave at the ratio of 3:1. Employees can request the conversion to personal leave by using Appendix J by June 15th.

15.03 Child Care Leave

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

15.04 Assault Leave

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

15.05 Professional Leave

- A. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars.

- B. A request for professional leave will be submitted through the supervisor to the Superintendent or designee at least five days in advance of the requested date.
- C. Employees may be granted professional leave on the recommendation of the Superintendent if the request meets the following criteria:
 - 1. Directly related to their assigned duties as an employee.
 - 2. Designed to improve the employee's performance in his/her assigned duties.
- D. Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.
- E. Attendance shall be required at professional meetings for which release time is granted.

15.06 Jury Duty

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

15.07 Military Leave

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

15.08 Leaves of Absence

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

15.09 Court Order Leave

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

15.10 Medical Leave

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

ARTICLE XVI - INSURANCE AND OTHER FRINGE BENEFITS

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

Benefit Eligibility:

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

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

- B.** Part time employees (those working less than 30 hours per week) - the Board will pay 100% of the premium to provide life insurance in an amount equal to one and one-half times (1 ½) the employee's annual base salary or \$15,000 whichever is greater.
- C.** Employees who are contracted for 21 or more hours per week are eligible for medical and dental benefits.

Spousal Limitation:

- A.** If an employee's spouse meets ALL of the following three criteria, s/he must enroll in his/her employer's plan for primary coverage:
 - 1. Spouse must have access to continuous (i.e. non-seasonal) group coverage through an employer-sponsored plan; and
 - 2. Spouse must work a minimum of 20 hours weekly averaged over a 12-month calendar year; and
 - 3. Spouse is required to pay 55% or less of the total medical premium for a single plan to participate in the employer-sponsored plan.
- B.** Any spouse that meets the above three criteria, now or in the future, but fails to enroll in their employer's medical plan is not eligible for primary coverage in the District provided health insurance plans.
- C.** Spouse will not have "access" to an employer sponsored plan if he/she is retired, or is not actively employed.

Rates:

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

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

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

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

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

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

All premiums are based upon a pre-tax deduction.

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

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

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

16.02 Workers' Compensation

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

An employee on leave of absence due to an on the job injury which qualifies the employee for workers compensation benefits shall continue to accrue seniority during the period of the leave of absence.

16.03 Employee Assistance Program

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

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

ARTICLE XVII - SALARIES

- 17.01** Salary Schedules are attached as Appendixes to this contract.

Salary Increases will be awarded as follows:

- 2021-2022: 2.5%
- 2022-2023: 2.5%
- 2023-2024: 2.5%

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

- 17.03** When a member voluntarily transfers to a position with a higher salary schedule, they shall be placed on the first increment level of the new column that results in a salary increase reflective of the difference between increment 1 of their current column and increment 1 of the column that the employee is transferring into. If the Executive Director of Human Resources and the LSSA president determines the employee has verifiable experience demonstrating expertise in essential functions of the new position, they will meet and define experience as needed.

- 17.04** In the event an employee accepts a second position, placement on the salary schedule for the second position shall be determined by section 17.02 or 17.03 of this article as applies.

- 17.05** An employee on paid status for one hundred twenty (120) days or more in one year shall be entitled to move one (1) COLA increment on the salary schedule at the start of the subsequent school year if they

have no break in service. This includes any employee who is non-renewed and subsequently rehired the following school year.

17.06 Pay Differentials

- A. IA's assigned to SCC, ED, MD, attendant positions shall be paid a \$1.50/hr. pay differential.
 - B. HUB positions shall be paid a \$0.75/hr. pay differential.
 - C. 3rd shift custodians shall be paid a \$0.60/hr. pay differential.
 - D. Lead RN shall be paid a \$1.00/hr. pay differential.
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ARTICLE XVIII – PAYROLL

18.01 Salary payments shall be made on the 5th and 20th of each month.

- A. 260 day employees salary payment shall begin the first payroll in July and continue for 24 equal pays.
- B. 227 day employees salary payment shall begin the first payroll in August and continue for 24 equal pays.
- C. Employees who work less than 227 days shall begin the first payroll in September and continue for 24 equal pays.
- D. Pay for all employees that work four hours or less per day shall begin the first payroll in September and continue for 20 equal pays. This does not apply to 260 day employees.

18.02 A salary notice shall be given to each employee prior to August 1st each year.

18.03 For any overpayment/underpayment of \$100 or more, the employee and treasurer shall work out a mutually agreeable repayment schedule. Failing any agreement, the deduction shall be in four equal installments.

18.04 Time sheets will not be changed without the supervisor first informing the employee of the change and discussing the alteration.

18.05 Salary deductions for non-paid days (deduct days) shall be calculated: number of hours missed, times the employee's hourly rate of pay.

18.06 Direct deposit is required for all employees.

18.06 Payroll Deductions

The Board shall provide, through its treasurer, payroll deductions of the matters listed below as a service to the employees:

- A. State, national and local income taxes
- B. Retirement
- C. Premiums for insurance purchased through the district
- D. Association dues and fees
- E. Tax sheltered annuities (if fifteen [15] or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code)

- F. United Way donations
- G. Credit Union
- H. Political contributions
- I. Other approved payroll deductions at the request of the employee.
- J. A mandatory employer 403 (b) with a vendor selected by the Treasurer for retiring employees 55 years of age prior to retirement
- K. A Deferred Compensation Plan with a vendor selected by the Treasurer

18.08 Severance Pay

- A. An employee who retires from the district shall be eligible for severance pay if he/she:
 - 1. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code;
 - 2. Retires from the Board and is, at the time of retirement, eligible to receive retirement benefits from the School Employees Retirement System (SERS) of Ohio or another Ohio public retirement system.
- B. The employee shall receive a sum equal to one-fourth (1/4) of his/her first 260 days of accumulated but unused sick leave.
- C. An employee who dies while on active payroll status shall have severance pay paid to his/her estate.
- D. Employees who die, after earning their vacation but who have not taken such vacation, shall have all vacation pay earned paid to his/her estate. Employees who are laid-off, after earning their vacation but who have not taken such vacation, shall have all vacation pay earned paid out.
- E. Employees who separate employment will be paid all accrued but unused vacation time up to twenty-five (25) days.
- F. Any employee electing to retire who notifies the Human Resources Department in writing by January 1st, will receive a one (1) time payment of five hundred dollars (\$500) to be paid no later than August 1st.

18.09 Retirement Contribution Tax Deferral Plan

The Board will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.

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

ARTICLE XIX - PRIVATIZATION/SUBCONTRACTING

19.01 Privatization/Subcontracting

- A.** The Board agrees that from the date of the execution of this agreement until June 30, 2024, it will not contract with a private or public entity to provide services or perform duties which are currently provided or performed by employees of the bargaining unit when such contracting would result in the displacement of all or a majority of the employees in a particular classification (e.g., custodians). After June 30, 2024, the Board will have the right to contract with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification provided the conditions in paragraph 2 below are met.
- B.** After June 30, 2024, in the event the Board intends to consider contracting with a private entity to provide services and/or perform duties which could result in the displacement of all or a majority of the employees in a particular classification, the Board shall be required to do the following before entering into such a contract:
1. Notify the Association of its intent to consider entering into such a contract no less than 120 days prior to entering into such a contract.
 2. Upon request, provide the Association all information, including specifications, proposals, bids, etc., relative to the contract being considered and relative to the reasons why the Board is considering entering into the contract.
 3. Upon request, provide the Association the opportunity to meet publicly or in executive session, as the Association may request, with the Board and/or its representatives regarding the contract and to provide the Association with the opportunity to show/argue why the contract should not be entered into.
- C.** In the event the Board enters into a contract with a private entity which results in the displacement of all or a majority of the employees in a particular classification, the Board will negotiate with the Association with respect to the effect of the contracting on the employees in the affected classification.
- D.** The parties recognize and acknowledge that the Board currently contracts with private entities to perform work under such circumstances as when the Board's employees are not qualified to perform the work, or when the Board does not have sufficient employees to provide the work, or when it is more efficient to contract for such work. The Board reserves the right to continue to contract for such work, and the parties agree that the provisions of paragraphs 1, 2, and 3 above do not apply to the contracting described in this paragraph. Such contracting shall not result in the loss of any regular work hours for employees covered by this Agreement.
- E.** In the event this Agreement is terminated because an operating levy is not approved or the Board chose not to make sufficient budget cuts to permit the continuation of this Agreement, Article XIX-Privatization/Subcontracting shall continue in full force and effect until June 30, 2024, and will be considered to survive the termination of this collective bargaining agreement until June 30, 2024.
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ARTICLE XX – RE-EMPLOYMENT OF RETIRED EMPLOYEES

- 20.01** If the Board elects to reemploy individuals who have retired from the Lakota Local School District and who are receiving benefits through the School Employees Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.
- A.** The salary to be paid to the reemployed retired employee shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of related work experience up to a maximum of five (5) years throughout the term of the employment contract.
 - B.** Reemployed retired employees may be eligible for participation in the insurance plans offered by the Board. They are not eligible for any plan offered by the Board if they are eligible for insurance from another source for which the employee is responsible for less than 55% of the cost.
 - C.** Reemployed retired employees employed pursuant to this article shall receive one-year, renewable, temporary contracts and shall not be eligible to receive continuing contracts regardless of their years of service or other qualifications held.
 - D.** Each one-year, temporary contract shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or in accordance with any section of the Ohio Revised Code nor to take formal action to not reemploy the individual pursuant to ORC in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If the Board elects to renew employment of the retired employee for an additional year, the position held temporarily by a reemployed retired employee shall be retained by the employee and does not need to be posted.
 - E.** Reemployed retired employees are not entitled and/or not eligible to receive severance benefits provided by any collective bargaining agreement currently in effect between the Board and the Association.
 - F.** In the event of a reduction in force, the contract of the reemployed retired employee shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.
 - G.** Reemployment of a retired employee shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of individuals employed at the commencement of each such contract for the reemployment of a retired employee.
 - H.** Reemployed retired employees are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.
 - I.** Reemployed retired employees may commence their reemployment with up to 15 sick days of accumulated sick leave if said days are carried forward from their prior employer.
 - J.** Subject to these provisions, reemployed retired employees are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired employees and for reemployed retired employees only.

- K. Pursuant to the authority provided by ORC 4117, and to the extent that this provision is contrary to or in conflict with any Ohio law, this provision shall supersede and replace the statutory law of Ohio and other provisions of the master agreement between the Board and the Association.
 - L. For determining vacation days total, the retirement will not serve as a break in service as long as the employee is rehired within 90 days. Vacation earning will be based on 13.03.
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ARTICLE XXI – SUPPORT STAFF SICK LEAVE DONATION

21.01 Donations and Eligibility

Any employee who has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider. The form to request this leave will be found in Appendix H.

- A. All requests shall be considered confidential.
 - B. Employees must first exhaust all paid leave before making a request for sick leave donation.
 - C. The maximum number of days any one member may receive, per fiscal year, under this provision is thirty (30) days.
 - D. Unusual situations will be considered by the Executive Director of Human Resources in consultation with the LSSA President/Designee.
 - E. All decisions regarding sick leave are final, binding, and not subject to grievance.
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ARTICLE XXII – REIMBURSEMENT OF EXPENSES

22.01 Reimbursement

- A. The District will pay for fingerprints for Employees after the initial fingerprint is taken for employment.
- B. When Administration requires an employee to attend additional training, courses or certification programs (beyond the term and conditions of employment) or when an employee requests and is approved by the Executive Director of Human Resources, the district will pay for the cost of said training, courses or certification programs.
- C. Employees will be required to submit the form in Appendix G in order to receive reimbursement.
- D. Reimbursement will NOT include any hourly rate of pay while the individual is attending the training, course or certification program outside of their regularly scheduled workday, for mileage, meals, lodging, or child care for the employee's children.
- E. Employees will be reimbursed for the cost of licensure or certification renewals.
 - 1. Reimbursement will only be offered during the calendar year in which the license expires.

2. Employees will be required to submit the form in Appendix G in order to request reimbursement.
3. When the completed form is received by the HR office and the form has been reviewed, it will be forwarded to the Treasurer's office for processing.
4. Reimbursement will be made to the Employee within 60 days of receipt of the form in the Treasurer's office.

22.02 Reimbursement for Personal Communication Devices (PCD)

- A.** In order to be considered for the reimbursement, the LSSA staff member must meet the following criteria and their department head must recommend that offering a stipend in lieu of a district issued device is in the best interest for district operations.
1. Their jobs require them to be accessible outside of scheduled or regular work hours or to be contacted and respond in the event of an emergency;
 2. Their jobs consistently require timely and business-critical two (2) way communication for which there is no reasonable alternative technology;
 3. Their jobs require them to monitor and react to issues in regards to facility or technology systems after hours.
- B.** Lead SST, SST, Office Managers, and Maintenance IV employees shall receive the monthly PCD allowance. LSSA staff members who are recommended by their department head for a reimbursement and therefore, provide a PCD as a condition of their employment shall receive a monthly PCD allowance ("allowance"), at the amount approved annually by the Board to reimburse them for the costs associated with maintaining and using the PCD for business purposes.

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

ARTICLE XXIII – CHILD NUTRITION EMPLOYMENT SECTION

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

Child Nutrition Classifications	
Child Nutrition Manager (6+ Hours)	Child Nutrition Office Professional (8 Hours)
Child Nutrition Cook (6 Hours)	Child Nutrition Specialist (8 Hours)
Child Nutrition Professional (3-5 Hours)	

23.01 Posting of Vacancies

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

promotions of CN Professionals will be followed in Article 23.02 below before these positions are posted.

- B. The content of the vacancy notice shall include a copy of the job description which includes qualifications (essential responsibilities) for the position, description of any specific skills/experience required to perform the job, the number of hours required, location of the work, rate of pay, and classification.
- C. Employees are not required to hold ServSafe certification to apply or be considered for a position requiring ServSafe. If awarded the position, the employee has sixty (60) days to successfully complete and pass the ServSafe requirement. Failure to do so will result in being placed at a position commensurate with the one they vacated upon accepting the promotion. Any child Nutrition Manager or Cook who allows their ServSafe certification to expire and has exhausted all efforts to pass the ServSafe test to obtain a new certification will be reassigned to the CN Professional classification pay scale at the same increment (step) working 3-5 hours per day.

23.02 Lateral Transfer and Hourly Promotions

- A. Within the category of Child Nutrition Professional, seniority will be the deciding factor as to who is awarded the transfer. The rationale for denying a transfer shall not be arbitrary or capricious. Hourly promotion requests for CN Professional will be made by using Appendix I, Transfer Request Form. Directors will offer additional hours to employees within their current category by seniority date. Upon an employee accepting the additional time, the same process will be followed for the new opening. After all opportunities have been filled internally, the final opening will be posted and all posting rules apply. Employees shall be asked to update their promotion requests using Appendix I at the end of each semester.
- B. Within the categories of Child Nutrition Cook and Child Nutrition Manager, the individual awarded the transfer or promotion will be based on job performance, qualifications and an interview. Seniority shall be the controlling factor when both candidates are equally qualified. The rationale for denying a transfer shall not be arbitrary or capricious.
- C. For purposes of transfers, Child Nutrition office professionals and Child Nutrition specialists shall be considered in the same category as administrative secretaries.

23.03 Posting of Vacancies during the Summer

- A. During the summer (July 10 through the first student day of each year), vacancies shall be posted by the HR office on the district website. Electronic notification shall be sent to all employees at the time of posting.
- B. From July 10 through the first student day each year, jobs will be posted for three (3) days and an expedited hiring process will be utilized.
- C. For Summer work postings, seniority will be the deciding factor as to who is awarded the posted positions. The Summer Lunch Program will follow the Miscellaneous Rates of Pay as approved by the Board.
- D. Individuals, who have completed the form and or have responded to the online posting, will be contacted based upon the data provided. Once an administrator contacts an employee (not limited to phone, email, voicemail, etc.) for an open position, the employee must respond in some manner within 24 hours or they will be removed from consideration for that specific opening.

23.04 Working Conditions

A. Facility Rental Support

The Director of Child Nutrition will select the number of appropriately certified personnel necessary to cover events.

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

- B.** The work year for cafeteria managers shall include a work day to be scheduled prior to the start of the school year but not earlier than August 1.

23.05 Internal Substitution

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

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

23.06 Dress Code

Child Nutrition kitchen employees must wear Child Nutrition provided shirts, hats/hair nets, gloves, closed toed shoes, closed heel shoes, and employee purchased white, black, or tan slacks/skirts. (The length of pants/skirts must be below the knee). No fingernail polish or artificial nails are permitted. All employees are expected to bathe daily, ensuring nails and clothing worn is clean. Child Nutrition office employees shall only be required to wear the Child Nutrition provided shirts. If a Child Nutrition office employee is required to visit a kitchen, he/she must follow the dress code for kitchen employees as noted above. Following the probationary period, employees will be provided four (4) shirts annually. In following years, in lieu of providing four additional shirts, CN employees will have the option to select alternative attire within the same dollar value as the four provided shirts.

23.07 Catering Events

Additional hours for Catering events will be offered to the CN staff at the building where the event takes place. The CN Administrator will be responsible for offering the additional time based on seniority and ServSafe certification within the building. Any additional hours that are not filled by the building staff will be offered to all other CN members by district seniority. Opportunities will be filled in an equitable manner for all building team members interested in working additional hours.

23.08 Professional Leave

- A. Current employees who are promoted into a position requiring ServSafe (Article 23.01 [C]) and employees who are renewing their ServSafe credentials, shall be allowed to use professional leave to fulfill this requirement.
- B. If the ServSafe credentialing is completed during non-contract time, the employee is eligible for a \$100 reimbursement bonus.
- C. Where ServSafe is a requirement (Cooks and Managers), the Child Nutrition department will reimburse the employee upon successful completion of the exam.

23.09 School Closing/Delay

In the event a delay turns into a closing, CN managers and cooks that report to work will receive a minimum of two (2) hours pay.

23.10 Child Nutrition Managers

Beginning with the 2018-2019 school year, all 9-12 Child Nutrition Managers shall become eight (8) hour employees.

ARTICLE XXIV – DURATION

This contract shall become effective on the 1st day of July 2021, and shall expire on the 30th day of June 2024.

This contract was executed on the _____ day of _____, 2021.

FOR THE ASSOCIATION

FOR THE BOARD

By _____
President

By _____
President

By _____
Treasurer

By _____
Superintendent

By _____
Witness

By _____
Treasurer



SUPPORT GRIEVANCE FORM

NAME OF GRIEVANT _____

POSITION _____

DATE SUBMITTED _____

SCHOOL _____

NAME OF SUPERVISOR _____

GRIEVANT ACCOMPANIED BY: _____

SECTION FOR GRIEVANT: Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.

(If additional space is needed, use other side.)

What remedy is sought?

DATE _____

GRIEVANT'S SIGNATURE _____

(SUPERVISOR'S RESPONSE ON BACK)

Appendix A

Certificated Grievance Form (continued)

SECTION FOR SUPERVISOR:

DATE RECEIVED _____

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

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

DATE _____ SUPERVISOR'S SIGNATURE _____

APPEAL SECTION: I desire to appeal the above decision.

DATE _____ SIGNATURE OF APPELLANT _____

DATE _____ ASSOCIATION PRESIDENT OR GRIEVANCE CHAIR:

Appendix B



FACT-FINDING CONFERENCE NOTICE

TO:

FROM:

DATE:

You are hereby notified of a fact-finding conference in accordance with Article VII, Complaints, Discipline and Attendance. This conference is being held to explore a potential violation of professional conduct. During this conference, you will be asked questions concerning the potential violation and given the opportunity to provide testimony and/or evidence in your defense. Afterwards, except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with you within two (2) calendar weeks of this conference. You have a right to union representation and you will need to make arrangements to have your representative present.

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

A fact-finding conference is scheduled at _____ on _____
(Time) **(Date)**

(Location)

*Fact-Finding conferences shall be held within five (5) days of this notice unless a mutually agreeable time is set.

Administrator/Date

ACKNOWLEDGEMENT OF RECEIPT:

Employee's Signature/Date

DISTRIBUTION:

Original: Employee
Copies: Director/Administrator
Union President

Appendix C



LIMITED WRITTEN REPRIMAND

In accordance with Article VII, Complaints, Discipline and Attendance, this is a formal step in the progressive disciplinary process. This reprimand shall be delivered to you by your administrator and documented that this discussion occurred on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand. At your request, this reprimand shall be returned to you after two years from the date of this reprimand, if no similar incident occurs which results in further discipline.

TO:

FROM:

DATE:

RE: LIMITED WRITTEN REPRIMAND

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

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

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

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

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

Employee signature

Administrator signature

c: Personnel File
Union President

Appendix D



PERMANENT WRITTEN REPRIMAND

In accordance with Article VII, Complaints, Discipline and Attendance, this is a formal step in the progressive disciplinary process beyond or in follow-up to the limited written reprimand. This reprimand shall be documented on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand.

TO:

FROM:

DATE:

RE: PERMANENT WRITTEN REPRIMAND

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

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

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

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

Employee signature

Administrator signature

c: Personnel File
Union President

APPENDIX E

**Support Staff Salary Schedule
 2021-2022**

COLA	CN Office Professional, CN Office Specialist, Maintenance Engineer II, Data Processing Specialist (10-12), Building & Grounds Office Mngr	Maintenance Engineer III, Lead Athletic Mnt, Athletic Office Operations Manager, Office Manager (10-12)	Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian, Courier	CN Mngr, Instructional Aide	Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (Parent Mentor, Brailist, Sign Language Interpreter, Clinic)
ID	2	4	7	8	10	11	14	15
1	\$20.56	\$22.25	\$13.68	\$13.17	\$15.81	\$16.38	\$16.95	\$23.42
2	\$20.77	\$22.47	\$13.82	\$13.30	\$15.97	\$16.55	\$17.12	\$23.66
3	\$20.98	\$22.70	\$13.96	\$13.43	\$16.13	\$16.72	\$17.29	\$23.90
4	\$21.19	\$22.93	\$14.10	\$13.57	\$16.29	\$16.89	\$17.46	\$24.14
5	\$21.40	\$23.16	\$14.24	\$13.71	\$16.45	\$17.06	\$17.64	\$24.38
6	\$21.62	\$23.39	\$14.38	\$13.85	\$16.62	\$17.23	\$17.82	\$24.63
7	\$21.84	\$23.63	\$14.53	\$13.99	\$16.79	\$17.40	\$18.00	\$24.88
8	\$22.06	\$23.87	\$14.68	\$14.13	\$16.96	\$17.58	\$18.18	\$25.13
9	\$22.28	\$24.11	\$14.83	\$14.27	\$17.13	\$17.76	\$18.36	\$25.38
10	\$22.50	\$24.35	\$14.98	\$14.41	\$17.30	\$17.94	\$18.55	\$25.64
11	\$22.73	\$24.60	\$15.13	\$14.56	\$17.47	\$18.12	\$18.74	\$25.90
12	\$22.96	\$24.85	\$15.28	\$14.71	\$17.65	\$18.30	\$18.93	\$26.16
13	\$23.19	\$25.10	\$15.43	\$14.86	\$17.83	\$18.48	\$19.12	\$26.42
14	\$23.42	\$25.35	\$15.59	\$15.01	\$18.01	\$18.67	\$19.31	\$26.69
15	\$23.66	\$25.61	\$15.75	\$15.16	\$18.19	\$18.86	\$19.50	\$26.96
16	\$23.90	\$25.87	\$15.91	\$15.31	\$18.37	\$19.05	\$19.70	\$27.23
17	\$24.14	\$26.13	\$16.07	\$15.46	\$18.56	\$19.24	\$19.90	\$27.50
18	\$24.38	\$26.39	\$16.23	\$15.62	\$18.75	\$19.43	\$20.10	\$27.78
19	\$24.63	\$26.66	\$16.39	\$15.78	\$18.94	\$19.63	\$20.30	\$28.06
20	\$24.88	\$26.93	\$16.56	\$15.94	\$19.13	\$19.83	\$20.51	\$28.34
21	\$25.13	\$27.20	\$16.73	\$16.10	\$19.32	\$20.03	\$20.72	\$28.63
22	\$25.38	\$27.47	\$16.90	\$16.26	\$19.52	\$20.23	\$20.93	\$28.92
23	\$25.64	\$27.75	\$17.07	\$16.42	\$19.72	\$20.43	\$21.14	\$29.21
24	\$25.90	\$28.03	\$17.24	\$16.59	\$19.92	\$20.64	\$21.35	\$29.51
25	\$26.16	\$28.31	\$17.41	\$16.76	\$20.12	\$20.85	\$21.57	\$29.81
26	\$26.42	\$28.60	\$17.59	\$16.93	\$20.32	\$21.06	\$21.79	\$30.11
27	\$26.69	\$28.89	\$17.77	\$17.10	\$20.53	\$21.27	\$22.01	\$30.41
28	\$26.96	\$29.18	\$17.95	\$17.27	\$20.74	\$21.48	\$22.23	\$30.72
29	\$27.23	\$29.47	\$18.13	\$17.44	\$20.95	\$21.70	\$22.45	\$31.03
30	\$27.50	\$29.77	\$18.31	\$17.62	\$21.16	\$21.92	\$22.68	\$31.34
31	\$27.78	\$30.07	\$18.49	\$17.80	\$21.37	\$22.14	\$22.91	\$31.66
32	\$28.06	\$30.37	\$18.68	\$17.98	\$21.59	\$22.36	\$23.14	\$31.98
33	\$28.34	\$30.68	\$18.87	\$18.16	\$21.81	\$22.59	\$23.37	\$32.30
34	\$28.63	\$30.99	\$19.06	\$18.34	\$22.03	\$22.82	\$23.61	\$32.63
35	\$28.92	\$31.30	\$19.25	\$18.53	\$22.25	\$23.05	\$23.85	\$32.96
36	\$29.21	\$31.62	\$19.44	\$18.72	\$22.47	\$23.28	\$24.09	\$33.29

**Support Staff Salary Schedule
 2021-2022**

General Athletic Mnt	Head Custodian (10-12), Building Maintenance/Custodial (10-12), Office Manager (K-9)	Data Processing Specialist (K-8), Data Processing Support Specialist, Head Custodian (K-9), CO Head Custodian	System Support Tech	Maintenance Engineer I	Registered Nurse, Lead System Support Tech, Maintenance Engineer IV, Lead Registered Nurse	Office Secretary	Bursars (10-12), Data Processing Specialist (9), Student Services Data Compliance, CRA Data Specialist
19	22	25	27	29	30	31	32
\$17.08	\$18.74	\$17.45	\$21.40	\$17.82	\$24.90	\$16.55	\$18.21
\$17.25	\$18.93	\$17.63	\$21.62	\$18.00	\$25.15	\$16.72	\$18.39
\$17.42	\$19.12	\$17.81	\$21.84	\$18.18	\$25.40	\$16.89	\$18.58
\$17.60	\$19.31	\$17.99	\$22.06	\$18.36	\$25.66	\$17.06	\$18.77
\$17.78	\$19.50	\$18.17	\$22.28	\$18.55	\$25.92	\$17.23	\$18.96
\$17.96	\$19.70	\$18.35	\$22.50	\$18.74	\$26.18	\$17.40	\$19.15
\$18.14	\$19.90	\$18.54	\$22.73	\$18.93	\$26.44	\$17.58	\$19.34
\$18.32	\$20.10	\$18.73	\$22.96	\$19.12	\$26.71	\$17.76	\$19.54
\$18.51	\$20.30	\$18.92	\$23.19	\$19.31	\$26.98	\$17.94	\$19.74
\$18.70	\$20.51	\$19.11	\$23.42	\$19.50	\$27.25	\$18.12	\$19.94
\$18.89	\$20.72	\$19.30	\$23.66	\$19.70	\$27.53	\$18.30	\$20.14
\$19.08	\$20.93	\$19.49	\$23.90	\$19.90	\$27.81	\$18.48	\$20.34
\$19.27	\$21.14	\$19.69	\$24.14	\$20.10	\$28.09	\$18.67	\$20.55
\$19.46	\$21.35	\$19.89	\$24.38	\$20.30	\$28.37	\$18.86	\$20.76
\$19.66	\$21.57	\$20.09	\$24.63	\$20.51	\$28.66	\$19.05	\$20.97
\$19.86	\$21.79	\$20.29	\$24.88	\$20.72	\$28.95	\$19.24	\$21.18
\$20.06	\$22.01	\$20.49	\$25.13	\$20.93	\$29.24	\$19.43	\$21.39
\$20.26	\$22.23	\$20.70	\$25.38	\$21.14	\$29.54	\$19.63	\$21.61
\$20.46	\$22.45	\$20.91	\$25.64	\$21.35	\$29.84	\$19.83	\$21.83
\$20.67	\$22.68	\$21.12	\$25.90	\$21.57	\$30.14	\$20.03	\$22.05
\$20.88	\$22.91	\$21.33	\$26.16	\$21.79	\$30.44	\$20.23	\$22.27
\$21.09	\$23.14	\$21.55	\$26.42	\$22.01	\$30.75	\$20.43	\$22.49
\$21.30	\$23.37	\$21.77	\$26.69	\$22.23	\$31.06	\$20.64	\$22.72
\$21.52	\$23.61	\$21.99	\$26.96	\$22.45	\$31.37	\$20.85	\$22.95
\$21.74	\$23.85	\$22.21	\$27.23	\$22.68	\$31.69	\$21.06	\$23.18
\$21.96	\$24.09	\$22.43	\$27.50	\$22.91	\$32.01	\$21.27	\$23.41
\$22.18	\$24.33	\$22.66	\$27.78	\$23.14	\$32.33	\$21.48	\$23.65
\$22.40	\$24.58	\$22.89	\$28.06	\$23.37	\$32.66	\$21.70	\$23.89
\$22.63	\$24.83	\$23.12	\$28.34	\$23.61	\$32.99	\$21.92	\$24.13
\$22.86	\$25.08	\$23.35	\$28.63	\$23.85	\$33.32	\$22.14	\$24.37
\$23.09	\$25.33	\$23.59	\$28.92	\$24.09	\$33.66	\$22.36	\$24.62
\$23.32	\$25.59	\$23.83	\$29.21	\$24.33	\$34.00	\$22.59	\$24.87
\$23.56	\$25.85	\$24.07	\$29.51	\$24.58	\$34.34	\$22.82	\$25.12
\$23.80	\$26.11	\$24.31	\$29.81	\$24.83	\$34.69	\$23.05	\$25.37
\$24.04	\$26.37	\$24.56	\$30.11	\$25.08	\$35.04	\$23.28	\$25.63
\$24.28	\$26.64	\$24.81	\$30.41	\$25.33	\$35.39	\$23.52	\$25.89

**Support Staff Salary Schedule
 2022-2023**

COLA	CN Office Professional, CN Office Specialist, Maintenance Engineer II, Data Processing Specialist (10-12), Building & Grounds Office Mngr	Maintenance Engineer III, Lead Athletic Mnt, Athletic Office Operations Manager, Office Manager (10-12)	Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian, Courier	CN Mngr, Instructional Aide	Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (Parent Mentor, Brailist, Sign Language Interpreter, Clinic)
ID	2	4	7	8	10	11	14	15
1	\$21.07	\$22.81	\$14.03	\$13.50	\$16.20	\$16.78	\$17.37	\$24.02
2	\$21.28	\$23.04	\$14.17	\$13.64	\$16.36	\$16.95	\$17.55	\$24.26
3	\$21.49	\$23.27	\$14.31	\$13.78	\$16.53	\$17.12	\$17.73	\$24.50
4	\$21.71	\$23.50	\$14.45	\$13.92	\$16.70	\$17.29	\$17.91	\$24.75
5	\$21.93	\$23.74	\$14.60	\$14.06	\$16.87	\$17.46	\$18.09	\$25.00
6	\$22.15	\$23.98	\$14.75	\$14.20	\$17.04	\$17.64	\$18.27	\$25.25
7	\$22.37	\$24.22	\$14.90	\$14.34	\$17.21	\$17.82	\$18.45	\$25.50
8	\$22.60	\$24.46	\$15.05	\$14.48	\$17.38	\$18.00	\$18.64	\$25.76
9	\$22.83	\$24.71	\$15.20	\$14.63	\$17.56	\$18.18	\$18.83	\$26.02
10	\$23.06	\$24.96	\$15.35	\$14.78	\$17.74	\$18.36	\$19.02	\$26.28
11	\$23.29	\$25.21	\$15.50	\$14.93	\$17.92	\$18.55	\$19.21	\$26.55
12	\$23.53	\$25.46	\$15.66	\$15.08	\$18.10	\$18.74	\$19.40	\$26.82
13	\$23.77	\$25.72	\$15.82	\$15.23	\$18.28	\$18.93	\$19.60	\$27.09
14	\$24.01	\$25.98	\$15.98	\$15.38	\$18.46	\$19.12	\$19.80	\$27.36
15	\$24.25	\$26.24	\$16.14	\$15.54	\$18.65	\$19.31	\$20.00	\$27.64
16	\$24.49	\$26.51	\$16.30	\$15.70	\$18.84	\$19.51	\$20.20	\$27.92
17	\$24.74	\$26.78	\$16.46	\$15.86	\$19.03	\$19.71	\$20.40	\$28.20
18	\$24.99	\$27.05	\$16.63	\$16.02	\$19.22	\$19.91	\$20.61	\$28.48
19	\$25.24	\$27.32	\$16.80	\$16.18	\$19.41	\$20.11	\$20.82	\$28.77
20	\$25.49	\$27.60	\$16.97	\$16.34	\$19.61	\$20.31	\$21.03	\$29.06
21	\$25.75	\$27.88	\$17.14	\$16.50	\$19.81	\$20.52	\$21.24	\$29.35
22	\$26.01	\$28.16	\$17.31	\$16.67	\$20.01	\$20.73	\$21.45	\$29.65
23	\$26.27	\$28.44	\$17.48	\$16.84	\$20.21	\$20.94	\$21.67	\$29.95
24	\$26.54	\$28.73	\$17.66	\$17.01	\$20.41	\$21.15	\$21.89	\$30.25
25	\$26.81	\$29.02	\$17.84	\$17.18	\$20.62	\$21.36	\$22.11	\$30.56
26	\$27.08	\$29.31	\$18.02	\$17.35	\$20.83	\$21.58	\$22.33	\$30.87
27	\$27.35	\$29.61	\$18.20	\$17.53	\$21.04	\$21.80	\$22.56	\$31.18
28	\$27.63	\$29.91	\$18.38	\$17.71	\$21.25	\$22.02	\$22.79	\$31.49
29	\$27.91	\$30.21	\$18.57	\$17.89	\$21.46	\$22.24	\$23.02	\$31.81
30	\$28.19	\$30.52	\$18.76	\$18.07	\$21.68	\$22.46	\$23.25	\$32.13
31	\$28.47	\$30.83	\$18.95	\$18.25	\$21.90	\$22.69	\$23.48	\$32.45
32	\$28.76	\$31.14	\$19.14	\$18.43	\$22.12	\$22.92	\$23.72	\$32.78
33	\$29.05	\$31.45	\$19.33	\$18.62	\$22.34	\$23.15	\$23.96	\$33.11
34	\$29.34	\$31.77	\$19.53	\$18.81	\$22.57	\$23.38	\$24.20	\$33.44
35	\$29.64	\$32.09	\$19.73	\$19.00	\$22.80	\$23.62	\$24.44	\$33.78
36	\$29.94	\$32.41	\$19.93	\$19.19	\$23.03	\$23.86	\$24.69	\$34.12

**Support Staff Salary Schedule
 2022-2023**

General Athletic Mnt	Head Custodian (10-12), Building Maintenance/Custodial (10-12), Office Manager (K-9)	Data Processing Specialist (K-8), Data Processing Support Specialist, Head Custodian (K-9), CO Head Custodian	System Support Tech	Maintenance Engineer I	Registered Nurse, Lead System Support Tech, Maintenance Engineer IV, Lead Registered Nurse	Office Secretary	Bursars (10-12), Data Processing Specialist (9), Student Services Data Compliance, CRA Data Specialist
19	22	25	27	29	30	31	32
\$17.50	\$19.23	\$17.90	\$21.93	\$18.27	\$25.52	\$16.96	\$18.68
\$17.68	\$19.42	\$18.08	\$22.15	\$18.45	\$25.78	\$17.13	\$18.87
\$17.86	\$19.62	\$18.26	\$22.37	\$18.64	\$26.04	\$17.30	\$19.06
\$18.04	\$19.82	\$18.44	\$22.60	\$18.83	\$26.30	\$17.47	\$19.25
\$18.22	\$20.02	\$18.63	\$22.83	\$19.02	\$26.57	\$17.65	\$19.44
\$18.40	\$20.22	\$18.82	\$23.06	\$19.21	\$26.84	\$17.83	\$19.64
\$18.59	\$20.42	\$19.01	\$23.29	\$19.40	\$27.11	\$18.01	\$19.84
\$18.78	\$20.63	\$19.20	\$23.53	\$19.60	\$27.38	\$18.19	\$20.04
\$18.97	\$20.84	\$19.39	\$23.77	\$19.80	\$27.66	\$18.37	\$20.24
\$19.16	\$21.05	\$19.59	\$24.01	\$20.00	\$27.94	\$18.56	\$20.44
\$19.35	\$21.26	\$19.79	\$24.25	\$20.20	\$28.22	\$18.75	\$20.65
\$19.55	\$21.47	\$19.99	\$24.49	\$20.40	\$28.50	\$18.94	\$20.86
\$19.75	\$21.69	\$20.19	\$24.74	\$20.61	\$28.79	\$19.13	\$21.07
\$19.95	\$21.91	\$20.39	\$24.99	\$20.82	\$29.08	\$19.32	\$21.28
\$20.15	\$22.13	\$20.60	\$25.24	\$21.03	\$29.37	\$19.52	\$21.49
\$20.35	\$22.35	\$20.81	\$25.49	\$21.24	\$29.67	\$19.72	\$21.71
\$20.56	\$22.58	\$21.02	\$25.75	\$21.45	\$29.97	\$19.92	\$21.93
\$20.77	\$22.81	\$21.23	\$26.01	\$21.67	\$30.27	\$20.12	\$22.15
\$20.98	\$23.04	\$21.44	\$26.27	\$21.89	\$30.58	\$20.32	\$22.37
\$21.19	\$23.27	\$21.66	\$26.54	\$22.11	\$30.89	\$20.53	\$22.60
\$21.40	\$23.50	\$21.88	\$26.81	\$22.33	\$31.20	\$20.74	\$22.83
\$21.62	\$23.74	\$22.10	\$27.08	\$22.56	\$31.52	\$20.95	\$23.06
\$21.84	\$23.98	\$22.32	\$27.35	\$22.79	\$31.84	\$21.16	\$23.29
\$22.06	\$24.22	\$22.55	\$27.63	\$23.02	\$32.16	\$21.37	\$23.53
\$22.28	\$24.46	\$22.78	\$27.91	\$23.25	\$32.48	\$21.59	\$23.77
\$22.51	\$24.71	\$23.01	\$28.19	\$23.48	\$32.81	\$21.81	\$24.01
\$22.74	\$24.96	\$23.24	\$28.47	\$23.72	\$33.14	\$22.03	\$24.25
\$22.97	\$25.21	\$23.47	\$28.76	\$23.96	\$33.47	\$22.25	\$24.49
\$23.20	\$25.46	\$23.71	\$29.05	\$24.20	\$33.81	\$22.47	\$24.74
\$23.43	\$25.72	\$23.95	\$29.34	\$24.44	\$34.15	\$22.70	\$24.99
\$23.67	\$25.98	\$24.19	\$29.64	\$24.69	\$34.49	\$22.93	\$25.24
\$23.91	\$26.24	\$24.43	\$29.94	\$24.94	\$34.84	\$23.16	\$25.49
\$24.15	\$26.50	\$24.68	\$30.24	\$25.19	\$35.19	\$23.39	\$25.75
\$24.39	\$26.77	\$24.93	\$30.55	\$25.44	\$35.55	\$23.63	\$26.01
\$24.64	\$27.04	\$25.18	\$30.86	\$25.70	\$35.91	\$23.87	\$26.27
\$24.89	\$27.31	\$25.43	\$31.17	\$25.96	\$36.27	\$24.11	\$26.54

Support Staff Salary Schedule 2023-2024

COLA	CN Office Professional, CN Office Specialist, Maintenance Engineer II, Data Processing Specialist (10-12), Building & Grounds Office Mngr	Maintenance Engineer III, Lead Athletic Mnt, Athletic Office Operations Manager, Office Manager (10-12)	Cook (6 hrs)	CN Professional (2-5 hrs)	Custodian, Courier	CN Mngr, Instructional Aide	Instructional Aide (Certified) - Grandparented - 4/14/2001	Certified Assistant - (Parent Mentor, Brailist, Sign Language Interpreter, Clinic)
ID	2	4	7	8	10	11	14	15
1	\$21.60	\$23.36	\$14.37	\$13.84	\$16.61	\$17.22	\$17.81	\$24.60
2	\$21.82	\$23.60	\$14.52	\$13.98	\$16.78	\$17.39	\$17.99	\$24.85
3	\$22.04	\$23.84	\$14.67	\$14.12	\$16.95	\$17.57	\$18.17	\$25.10
4	\$22.26	\$24.08	\$14.82	\$14.26	\$17.12	\$17.75	\$18.35	\$25.35
5	\$22.48	\$24.32	\$14.97	\$14.40	\$17.29	\$17.93	\$18.54	\$25.61
6	\$22.71	\$24.57	\$15.12	\$14.55	\$17.46	\$18.11	\$18.73	\$25.87
7	\$22.94	\$24.82	\$15.27	\$14.70	\$17.64	\$18.29	\$18.92	\$26.13
8	\$23.17	\$25.07	\$15.42	\$14.85	\$17.82	\$18.47	\$19.11	\$26.39
9	\$23.40	\$25.32	\$15.58	\$15.00	\$18.00	\$18.66	\$19.30	\$26.66
10	\$23.64	\$25.58	\$15.74	\$15.15	\$18.18	\$18.85	\$19.49	\$26.93
11	\$23.88	\$25.84	\$15.90	\$15.30	\$18.36	\$19.04	\$19.69	\$27.20
12	\$24.12	\$26.10	\$16.06	\$15.45	\$18.55	\$19.23	\$19.89	\$27.47
13	\$24.36	\$26.36	\$16.22	\$15.61	\$18.74	\$19.42	\$20.09	\$27.75
14	\$24.61	\$26.63	\$16.38	\$15.77	\$18.93	\$19.62	\$20.29	\$28.03
15	\$24.86	\$26.90	\$16.55	\$15.93	\$19.12	\$19.82	\$20.49	\$28.31
16	\$25.11	\$27.17	\$16.72	\$16.09	\$19.31	\$20.02	\$20.70	\$28.60
17	\$25.36	\$27.44	\$16.89	\$16.25	\$19.50	\$20.22	\$20.91	\$28.89
18	\$25.62	\$27.72	\$17.06	\$16.41	\$19.70	\$20.42	\$21.12	\$29.18
19	\$25.88	\$28.00	\$17.23	\$16.58	\$19.90	\$20.63	\$21.33	\$29.47
20	\$26.14	\$28.28	\$17.40	\$16.75	\$20.10	\$20.84	\$21.55	\$29.77
21	\$26.40	\$28.57	\$17.58	\$16.92	\$20.30	\$21.05	\$21.77	\$30.07
22	\$26.67	\$28.86	\$17.76	\$17.09	\$20.51	\$21.26	\$21.99	\$30.37
23	\$26.94	\$29.15	\$17.94	\$17.26	\$20.72	\$21.47	\$22.21	\$30.68
24	\$27.21	\$29.44	\$18.12	\$17.43	\$20.93	\$21.69	\$22.43	\$30.99
25	\$27.48	\$29.74	\$18.30	\$17.61	\$21.14	\$21.91	\$22.66	\$31.30
26	\$27.76	\$30.04	\$18.48	\$17.79	\$21.35	\$22.13	\$22.89	\$31.62
27	\$28.04	\$30.34	\$18.67	\$17.97	\$21.57	\$22.35	\$23.12	\$31.94
28	\$28.32	\$30.65	\$18.86	\$18.15	\$21.79	\$22.58	\$23.35	\$32.26
29	\$28.61	\$30.96	\$19.05	\$18.33	\$22.01	\$22.81	\$23.59	\$32.59
30	\$28.90	\$31.27	\$19.24	\$18.52	\$22.23	\$23.04	\$23.83	\$32.92
31	\$29.19	\$31.59	\$19.43	\$18.71	\$22.45	\$23.27	\$24.07	\$33.25
32	\$29.48	\$31.91	\$19.63	\$18.90	\$22.68	\$23.50	\$24.31	\$33.59
33	\$29.78	\$32.23	\$19.83	\$19.09	\$22.91	\$23.74	\$24.56	\$33.93
34	\$30.08	\$32.56	\$20.03	\$19.28	\$23.14	\$23.98	\$24.81	\$34.27
35	\$30.38	\$32.89	\$20.23	\$19.47	\$23.37	\$24.22	\$25.06	\$34.62
36	\$30.69	\$33.22	\$20.43	\$19.67	\$23.61	\$24.46	\$25.31	\$34.97

**Support Staff Salary Schedule
 2023-2024**

General Athletic Mnt	Head Custodian (10-12), Building Maintenance/Custodial (10-12), Office Manager (K-9)	Data Processing Specialist (K-8), Data Processing Support Specialist, Head Custodian (K-9), CO Head Custodian	System Support Tech	Maintenance Engineer I	Registered Nurse, Lead System Support Tech, Maintenance Engineer IV, Lead Registered Nurse	Office Secretary	Bursars (10-12), Data Processing Specialist (9), Student Services Data Compliance, CRA Data Specialist
19	22	25	27	29	30	31	32
\$17.96	\$19.69	\$18.33	\$22.48	\$18.72	\$26.16	\$17.39	\$19.13
\$18.14	\$19.89	\$18.52	\$22.71	\$18.91	\$26.42	\$17.57	\$19.32
\$18.32	\$20.09	\$18.71	\$22.94	\$19.10	\$26.69	\$17.75	\$19.52
\$18.50	\$20.29	\$18.90	\$23.17	\$19.29	\$26.96	\$17.93	\$19.72
\$18.69	\$20.49	\$19.09	\$23.40	\$19.48	\$27.23	\$18.11	\$19.92
\$18.88	\$20.70	\$19.28	\$23.64	\$19.68	\$27.50	\$18.29	\$20.12
\$19.07	\$20.91	\$19.47	\$23.88	\$19.88	\$27.78	\$18.47	\$20.32
\$19.26	\$21.12	\$19.67	\$24.12	\$20.08	\$28.06	\$18.66	\$20.53
\$19.45	\$21.33	\$19.87	\$24.36	\$20.28	\$28.34	\$18.85	\$20.74
\$19.65	\$21.55	\$20.07	\$24.61	\$20.48	\$28.63	\$19.04	\$20.95
\$19.85	\$21.77	\$20.27	\$24.86	\$20.69	\$28.92	\$19.23	\$21.16
\$20.05	\$21.99	\$20.47	\$25.11	\$20.90	\$29.21	\$19.42	\$21.37
\$20.25	\$22.21	\$20.68	\$25.36	\$21.11	\$29.51	\$19.62	\$21.59
\$20.45	\$22.43	\$20.89	\$25.62	\$21.32	\$29.81	\$19.82	\$21.81
\$20.66	\$22.66	\$21.10	\$25.88	\$21.54	\$30.11	\$20.02	\$22.03
\$20.87	\$22.89	\$21.31	\$26.14	\$21.76	\$30.41	\$20.22	\$22.25
\$21.08	\$23.12	\$21.53	\$26.40	\$21.98	\$30.72	\$20.42	\$22.47
\$21.29	\$23.35	\$21.75	\$26.67	\$22.20	\$31.03	\$20.63	\$22.70
\$21.50	\$23.59	\$21.97	\$26.94	\$22.42	\$31.34	\$20.84	\$22.93
\$21.72	\$23.83	\$22.19	\$27.21	\$22.65	\$31.66	\$21.05	\$23.16
\$21.94	\$24.07	\$22.41	\$27.48	\$22.88	\$31.98	\$21.26	\$23.39
\$22.16	\$24.31	\$22.64	\$27.76	\$23.11	\$32.30	\$21.47	\$23.63
\$22.38	\$24.56	\$22.87	\$28.04	\$23.34	\$32.63	\$21.69	\$23.87
\$22.61	\$24.81	\$23.10	\$28.32	\$23.58	\$32.96	\$21.91	\$24.11
\$22.84	\$25.06	\$23.33	\$28.61	\$23.82	\$33.29	\$22.13	\$24.35
\$23.07	\$25.31	\$23.57	\$28.90	\$24.06	\$33.63	\$22.35	\$24.60
\$23.30	\$25.57	\$23.81	\$29.19	\$24.30	\$33.97	\$22.58	\$24.85
\$23.54	\$25.83	\$24.05	\$29.48	\$24.55	\$34.31	\$22.81	\$25.10
\$23.78	\$26.09	\$24.29	\$29.78	\$24.80	\$34.66	\$23.04	\$25.35
\$24.02	\$26.35	\$24.54	\$30.08	\$25.05	\$35.01	\$23.27	\$25.61
\$24.26	\$26.62	\$24.79	\$30.38	\$25.30	\$35.36	\$23.50	\$25.87
\$24.50	\$26.89	\$25.04	\$30.69	\$25.56	\$35.72	\$23.74	\$26.13
\$24.75	\$27.16	\$25.29	\$31.00	\$25.82	\$36.08	\$23.98	\$26.39
\$25.00	\$27.43	\$25.55	\$31.31	\$26.08	\$36.44	\$24.22	\$26.66
\$25.25	\$27.71	\$25.81	\$31.63	\$26.34	\$36.81	\$24.46	\$26.93
\$25.51	\$27.99	\$26.07	\$31.95	\$26.61	\$37.18	\$24.71	\$27.20

Appendix F

Lakota Local School District LSSA Evaluation Form

EMPLOYEE NAME: _____ **EVALUATOR:** _____ **TITLE:** _____

POSITION: _____ **BUILDING:** _____ **SCHOOL YEAR:** _____

CONTRACT STATUS: _____ **PRE-EVALUATION CONFERENCE:** _____ (Date)

Employee Initials: _____ **Evaluator Initials:** _____

To be completed using LSSA Evaluation Rating Guidelines				
RELATIONSHIP WITH OTHERS	ACCOMPLISHED	SKILLED	DEVELOPING	INEFFECTIVE
1. Polite/friendly/courteous Cooperative team player				
2. Communicates effectively and properly				
3. Displays good example as role model for others				
4. Maintains confidentiality				
PERSONAL ATTRIBUTES	ACCOMPLISHED	SKILLED	DEVELOPING	INEFFECTIVE
1. Proactive/responsible/organized				
2. Appropriate appearance/professional demeanor/energy level				
3. Adaptable/flexible/willingness to learn				
4. Self-starter/displays initiative/works without supervision				
5. Sound judgment/leadership/problem solver				
ATTENDANCE/PUNCTUALITY	ACCOMPLISHED	SKILLED	DEVELOPING	INEFFECTIVE
1. Arrives and leaves on time				
2. Maintains good attendance record/ attendance does not impact work				
3. Complies with assigned work time/lunch times/break times				
4. Follows district absence reporting and procedures				
WORK SKILLS	ACCOMPLISHED	SKILLED	DEVELOPING	INEFFECTIVE
1. Knowledge of job				
2. Follows safety procedures and complies with BOE policies				
3. Quality and quantity of work/time management				
4. Use and care of equipment				
5. Technical skills appropriate for job duties				
6. Attends workshops/training/professional development as needed and that is appropriate for job duties.				
7. Complies with job description				

EVALUATION CONFERENCE: _____ (Date)

Employee Initials: _____ **Evaluator Initials:** _____

EVALUATOR'S COMMENTS:

Strengths: _____

Areas of Improvement/Recommendations: _____

Any employee that is rated "ineffective" in five (5) categories on the above rubric, must be placed on an Improvement Plan.

_____Improvement Plan required (must be developed and implemented within two weeks of notification/evaluation conference)

EMPLOYEE'S SIGNATURE

DATE

EVALUATOR'S SIGNATURE

TITLE

DATE OF CONFERENCE

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

Copies to: Employee; Personnel File; Principal/Supervisor

LSSA Evaluation Rating Guidelines

~ RELATIONSHIP WITH OTHERS ~				
	<u>ACCOMPLISHED</u>	<u>SKILLED</u>	<u>DEVELOPING</u>	<u>INEFFECTIVE</u>
1	Is always courteous and helpful. Demonstrates ability to perform in all areas of position, frequently exceeding the performance of others. Is perceived as the example after which others can model themselves. Performs tasks that promote harmony and team work. Goes beyond expectations to meet the needs of others with a pleasant demeanor.	While performing duties, is courteous and helpful to students, coworkers, and staff and public. Must show ability to perform tasks as listed in the position job description. Promotes a team environment and helps others when needed. Shows a willingness to work as a team player. Avoids conflict and works to resolve issues collaboratively.	While performing duties, may not always be courteous and helpful to students, coworkers, staff or the public. Has difficulty demonstrating ability to perform some tasks as listed in job description? Is not always willing to share ideas or work as a team player. At times, displays poor judgment in decisions.	While performing duties, is not courteous and helpful to students, coworkers, staff or the public. Does not demonstrate the ability to perform some tasks as listed in the job description. Does not share ideas or work as a team player. Displays poor judgment in decisions.
2	Works to communicate needs of school/students/staff to parents and community. Is aware of and supports district goals and initiatives. Consistently follows the chain of command when resolving issues or concerns.	Communicates effectively/successfully with others. Consistently demonstrates appropriate social skills. Typically follows the chain of command when resolving issues or concerns.	Is inconsistent when communicating effectively/successfully with others. Inconsistently demonstrates appropriate social skills. Occasionally follows the chain of command when resolving issues or concerns.	Does not adequately or professionally communicate with students/staff/parents or community. Seldom follows the chain of command when resolving issues or concerns.
3	Serves as a model to peers and facilitates a positive work environment.	Successfully interacts with coworkers/staff/students/Community. Sensitive to persons of cultural backgrounds.	Demonstrates inconsistent social skills, often resulting in conflict with others.	Demonstrates poor social skills that results in conflicts with others.
4	Keeps information confidential and holds coworkers/others to same standards.	Maintains confidentiality regarding district information. Holds sensitive information confidential.	Maintains confidential information most of the time, but sometimes shares district information or sensitive information inappropriately.	Shares sensitive and confidential information inappropriately.

LSSA Evaluation Rating Guidelines

~ PERSONAL ATTRIBUTES ~				
	<u>ACCOMPLISHED</u>	<u>SKILLED</u>	<u>DEVELOPING</u>	<u>INEFFECTIVE</u>
1	Shows self-initiative and is proactive in growing professionally. Demonstrates thoroughness, accuracy and organization. Prioritizes tasks to be more efficient/productive.	Accepts tasks with responsibility. Reflects on work and takes pride in quality of effort. Is autonomous. Keeps work area neat/clean.	Sometimes requires supervision and does not consistently take pride in quality or effort resulting in poorer productivity.	Requires significant supervision. Workload/tasks require supervisor's verification of completion. Hides/runs from responsibility.
2	Is neat/clean and dresses appropriately for work assignment. Demonstrates and understands that he/she is a representative of the school district. Displays consistent energy level throughout the day.	Is neat/clean and dresses appropriately for work assignment. Demonstrates and understands that he/she is a representative of the school district. Displays sufficient energy level throughout the day.	Appropriate appearance is inconsistent. Does not always display sufficient energy level throughout the day to perform job duties.	Is unkempt. Struggles with physical demands of job. Complains about fatigue and lacks energy to perform job duties.
3	Embraces new concepts and researches new ideas.	Adjusts to new assignments/tasks without difficulty. Is open to new concepts and procedures.	Adjusts to new assignments/tasks with difficulty. Sometimes complains about new assignments/tasks.	Is less than enthusiastic about new ideas. Complains about new assignments/tasks.
4	Merits confidence of supervisor. Shows initiative in completing tasks that were not specifically assigned. Seeks additional responsibilities.	Seldom needs suggestions. Is a self-starter in all assigned tasks. Anticipates needs and performs duties without hesitation.	Sometimes needs suggestions. Is a self-starter in some assigned areas, does not consistently perform duties without hesitation.	Frequently asks for advice/help to handle a task/situation. Lacks desire to be a productive employee.
5	Identifies problems and provides assistance in solution. Consistently provides positive leadership to their work environment.	Displays good judgment in problem solving with logical reasons for decisions made. Sufficiently provides positive leadership to their work environment.	Does not consistently display good judgment in problem solving with logical reasons for decisions made. Occasionally provides positive leadership to their work environment.	Unable to solve problems independently. Lacks appropriate judgment and decision making skills. Seldom provides positive leadership to their work environment.

LSSA Evaluation Rating Guidelines

~ ATTENDANCE/PUNCTUALITY ~				
	<u>ACCOMPLISHED</u>	<u>SKILLED</u>	<u>DEVELOPING</u>	<u>INEFFECTIVE</u>
1	Is prompt to arrive and depart to and from work, according to scheduled work times.	Adheres to assigned times to begin/end work. Is punctual to meetings/activities.	Adheres to assigned times to begin/end work but not consistently. Is sometimes late to meetings/activities.	Often arrives to work after assigned time and/or departs work before assigned time. Is not punctual to meetings/activities.
2	Rarely misses work. Requests vacation/leave around the needs of the district.	Misses work only when necessary. Is absent from work for appropriate reasons. Absences, when possible, have a minimal impact on the needs of the district.	Misses work occasionally. Will at times take off for questionable reasons. Absences may have a negative impact on the needs of the district.	Is absent frequently. Has a pattern of absence abuse. Frequently calls off during high work-load days. Impact to the needs of the district are tremendous
3	Follows assigned schedule, with willingness to adjust due to the needs of the district.	Consistently complies with assigned working hours/break times/lunch times.	Inconsistently complies with assigned working hours, break times/lunch times.	Abuses break and/or lunch times.
4	Completes absence paperwork and properly follows procedures When possible, communicates in advance.	Meets supervisor's expectations for completing paperwork and following procedures for absences.	Completes attendance paperwork and properly follows procedures but often times at the last minute.	Calls off immediately before scheduled work time. Forgets or misuses sub/absence procedures.

LSSA Evaluation Rating Guidelines

~ WORK SKILLS ~				
	<u>ACCOMPLISHED</u>	<u>SKILLED</u>	<u>DEVELOPING</u>	<u>INEFFECTIVE</u>
1	Demonstrates expertise in most areas of position. Frequently explains process and helps others in their position. Is able to perform multiple tasks simultaneously with little supervision required. Has a thorough knowledge of own tasks and others' tasks.	Shows knowledge of position, and works independently with little help needed from others. Tasks performed efficiently with little supervision required. Has a thorough knowledge of tasks to be performed.	Sometimes does not have a clear understanding of position. Need occasional help from others and supervision is required.	Does not have clear understanding of position, possibly needing frequent help from others in position. May require constant supervision to perform tasks.
2	Understands and follows all safety procedures. Views safety as top priority. Is knowledgeable about BOE policies, rules, regulations and procedures and helps others understand them.	Understands and follows safety procedures. Applies safety rules to all assignments. Keeps work area free of hazards. Is knowledgeable about BOE policies, rules, regulations and procedures.	May not understand and/or follow safety procedures consistently. Is knowledgeable of BOE policies, rules, regulations and procedures, but may have hazards in work area and or injuries.	May not understand and does not always follow safety procedures as provided. Has frequent accidents/injuries. Does not always follow BOE policies, rules, regulations and procedures.
3	Always completes work in an accurate and timely manner. Takes initiative to ensure his/her work is thorough, effective and meets standards of the position while also helping others complete their assigned tasks, helping to keep things running smoothly and organized during high volume periods.	Completes work in an accurate and timely manner. Takes initiative to ensure his/her work is thorough, effective and meets standards of the position, while remaining organized during high volume periods. Completes work load in a reasonable time frame.	Mostly completes work in an accurate and timely manner. Occasional supervision is required to ensure work is throughout, effective and meets the standards of the position. Sometimes may take more time to complete task than expected.	May not always complete work in an accurate and timely manner. Supervision may be required to ensure work is thorough, effective and meets standards of the position. Work is not organized. Takes inordinate amount of time to complete tasks.
4	Always following proper methods for use. Provides assistance to others who are less familiar with proper use of equipment.	Uses and cares for the equipment in a proper manner. Asks others for proper methods of using equipment when in doubt.	Occasionally follows specified procedures for care and use of equipment used to perform duties.	Does not demonstrate proper use and care for equipment.
5	Possesses and demonstrates the technical skills required to perform their duties consistently. Is proactive in acquiring additional skills/training.	Possesses and demonstrates the technical skills to perform their duties sufficiently. Willingness to acquire additional skills/training.	Possesses and demonstrates the technical skills to perform their duties occasionally. Sometimes hesitant to acquire additional skills/training.	Does not possess or demonstrate the ability to perform the technical skills associated with their duties. Does not seek assistance and does not attempt to develop the necessary technical skills.
6	Pursues continuing education through course work and workshops.	Attends required workshops and training.	Attends most required workshops and training	Does not attend required workshops and training.
7	Excels at duties listed on job description. Employee demonstrates initiative and proficiently performs additional duties without directive.	Proficiently performs specified duties listed on job description.	Proficiently performs most specified duties on the job description.	Does not complete specified duties as listed on the job description or lacks proficient performance.

Appendix G



LSSA Application for Reimbursement

In accordance with Article 22.01, Reimbursement, when Administration requires an employee to attend training, courses or certification programs or when an employee requests and is approved by the Executive Director of Human Resources, the district will pay for the cost of said training, courses or certification programs. Members will be reimbursed for the cost of licensure or certification renewals.

Complete this section if you are requesting reimbursement for license renewal

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

Name _____ State ID # _____
Current license expiration date _____
Amount of Reimbursement: _____ Amount approved: _____
Reason (if not approved): _____
Authorized signature: _____ Date: _____

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

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

Name: _____ EE# _____ Date Submitted: _____
Position(s) requiring a Pupil Activity Permit: _____
Amount of Reimbursement: _____ Amount approved: _____
Reason (if not approved): _____
Human Resource approval signature: _____ Date: _____

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

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

Complete the information below:

Name _____ EE# _____ Date Submitted _____

Employee Position _____ Building Assignment _____

Course completed _____ Date completed _____

Training completed _____ Date completed _____

Cost of course or training _____

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

Authorized Signature: _____ Date Approved: _____ Amount: _____

Appendix H



SICK LEAVE DONATION REQUEST FORM

Date _____

Printed Name _____ Employee ID Number _____

LEA _____ LSSA _____

Home Phone _____ Cell Phone _____

Home Address _____

1. Date of last day at work prior to illness _____

2. Date projected to return _____

3. Days requested _____

Explanation/Nature of illness _____

Any member who has a catastrophic illness, injury or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purposes of this benefit, a catastrophic condition may include, but is not limited to a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider.

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

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

_____ days have been approved

_____ Disapproved Reason _____

Authorized Signature

Appendix I



TRANSFER REQUEST FORM

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

In accordance with Article 23.03 (C) of the LSSA Contract

23.03 Posting of Vacancies during the Summer

- C.** Prior to the last workday each year, any employee who wishes to be considered for a vacancy during this time shall complete the form in **Appendix I**.
- D.** Individuals, who have completed the form and or have responded to the online posting, will be contacted based upon the data provided. Once an administrator contacts an employee (not limited to phone, email, voicemail, etc.) for an open position, the employee must respond in some manner within 24 hours or they will be removed from consideration for that specific opening.

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

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

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

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

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

Employee Signature	Date	Human Resource Acknowledgement	Date
---------------------------	-------------	---------------------------------------	-------------

Submitting this form does not guarantee a transfer

Appendix J



PERSONAL LEAVE CONVERSION

Employee Name _____ Date of Request _____
Staff Assignment _____ Building _____

In accordance with Article 15.02 (C), Personal Leave, unused personal leave will be converted to sick leave at the ratio of 1:1, or unused personal leave will be converted to personal leave at the ratio of 3:1.

By completing this form, you are indicating that you would like to convert three (3) unused personal days to one (1) additional personal day for the upcoming school year.

If you do not have three (3) unused personal days, any days will be converted to sick leave at a ratio of 1:1. If you have four (4) unused personal days, three (3) may be converted to an additional personal day. The remaining day converts to a sick day.

_____ Please convert three (3) unused personal days to one (1) personal day for next year.

Employee Signature

Date

This form must be submitted, by way of **email**, to payroll@lakotaonline.com by **4:00 PM on June 15th**. Failure to do so will result in any unused personal days being converted to sick days.