

MASTER AGREEMENT

BETWEEN THE

**NORTHWESTERN LOCAL
EMPLOYEES ASSOCIATION/
OEA/NEA UNIT #2
(CLASSIFIED STAFF)**

AND THE

**NORTHWESTERN LOCAL
BOARD OF EDUCATION
(WAYNE COUNTY, OHIO)**

**EFFECTIVE
JULY 1, 2021 – JUNE 30, 2024**

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ARTICLE 1. RECOGNITION

The Northwestern Local Board of Education, hereinafter referred to as the "Board," recognizes the Northwestern Local Employees Association/OEA/NEA, Unit #2, hereinafter referred to as the "Association," as the exclusive representative for all full-time and regular part-time noncertified/non-licensed personnel including head cooks, cooks, dishwashers, breakfast program cook/cashiers and cafeteria assistants; paraprofessionals and library technicians; transportation mechanics, bus drivers, van drivers and transportation aide/bus monitors; building custodians, custodians, , high school guidance secretaries, building secretaries, and other secretaries. Excluded are all certificated/licensed teaching employees, all supervisory personnel including Superintendent and principals, "volunteer" van drivers and all confidential, seasonal, casual and substitute employees as defined in Ohio Revised Code 4117.

ARTICLE 2. NEGOTIATIONS PROCEDURE

- A.** Negotiations shall be initiated by notification from the Association in writing to the Board and SERB no earlier than February 1 and no later than March 15.

Between February 1 and March 15, the Parties may voluntarily and mutually agree to enter into collaborative bargaining utilizing a type of an Interest-Based Bargaining process. Should the Parties mutually agree to follow the collaborative bargaining process, the Federal Mediation Conciliation Service (FMCS) will provide training and facilitation of the Interest-Based Bargaining negotiations process. During the training, Ground Rules shall be mutually developed for the Interest Bargaining negotiations process. Should the Parties not mutually agree to enter into collaborative bargaining, all other provisions as outlined in the following Sections of this Article will be followed.

B. Negotiations Meetings

1. Once negotiations begin, there shall be a negotiations session every seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or when agreed upon mutually.
2. Complete written negotiation proposals shall be submitted to the other party at the first negotiations session. Any issue or proposal introduced after this session shall require mutual agreement in order to be included in negotiations.

C. Representation

Representation shall be three (3) to five (5) representatives each for the Board and the Association with no fewer than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.

D. Exchange of Information

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiations and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiations, provided that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board and its negotiators or the Association and its negotiators.

E. Agreement

1. As each item is tentatively agreed, the item shall be reduced to writing and initialed by a representative of each team.
2. Once tentative agreement is reached on all items, the total tentative contract shall be submitted to the Association for ratification within seven (7) calendar days of the final bargaining session.
3. When the Contract is ratified by the Association, it shall be submitted to the Board for ratification at its next regular or special meeting, but no later than seven (7) calendar days after the Association's ratification.
4. Once ratified by both parties, the Contract shall be signed by representatives of the parties as specified by Article 34 and is binding on all parties.

F. Impasse Procedures

1. Impasse is defined as the point in time of negotiations when a party can honestly say that in its opinion the parties cannot reach agreement alone and further bargaining will be futile without the assistance of a neutral third party.
2. If fifty (50) calendar days before the expiration of the existing Contract the parties are unable to reach an agreement, either party shall have the right to declare Impasse and request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) calendar days or until the expiration date of the Contract, whichever is less.
3. The mediator shall have no authority to bind either party to an agreement. The mediation period may be extended by mutual agreement between the parties.
4. The Parties agree that the aforementioned Mediation constitutes the parties exclusive mutually agreed upon alternative Dispute Resolution Procedures, and supersedes the procedures provided in O.R.C. 4117.14. If the parties are unable to reach an agreement following mediation and the contract has expired, the Parties retain their respective rights as provided in Ohio Revised Code Chapter 4117,

including the Association shall have the right to strike provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board of Education.

- G.** During the period of negotiations, news releases may only be made upon mutual agreement of the parties.
- H.** "Days," throughout this Contract, shall mean calendar days.
- I.** Good faith requires that the Association and the Board are willing to react to each other's proposals.
- J.** All parties to the negotiation procedure shall absolutely respect the confidential nature of these meetings. Progress reports may be made to the Board/Administration and to the Association by their respective negotiation teams.
- K.** If there is a discrepancy between Board policy and this Contract, this Contract shall be controlling.

ARTICLE 3. ASSURANCE CLAUSE

The parties to this Contract and their agents, the staff, the Administration, and the Board agree that there shall not be any reprisals in any manner taken against any person(s) as a result of or arising from use and/or participation in negotiations, grievances, Association activities, and/or any other use of this Contract.

ARTICLE 4. RIGHTS

A. Management Rights

The Board and Administration retain unto their authority and discretion any matter not contained in or referenced by this Contract and are restricted in exercising their authorities only by this Contract.

B. Association Rights

1. An updated copy of the Board Policy Book, including any regulations, will be available in electronic format on the District's website. The Superintendent will notify the Association President within ten (10) days after proposed changes to the Policy Book are sent to the Board but no later than prior to the Board meeting in which the proposed change will be discussed.
2. The Association is permitted common use of a bulletin board in each employees' lounge.

3. The Association is permitted to use school mailboxes for Association business.
4. Communication between, among and/or on behalf of the Association during lunch periods will not be restricted. If the representative is a nonemployee of the Board, then the representative shall check in with the Principal.
5. The right to use facilities and equipment by the Association shall be at least the same as those granted any school-sponsored organization.

6. Committee Assignments and Representation

- a. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.
- b. The Association shall have the right to appoint twenty percent (20%) of the persons to be seated on any District-wide committee or building committee that has members other than just Board members, treasurers, and administrators. Any bargaining unit member on a committee will not have the authority to bind the Association.
- c. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

7. Bargaining Unit Member Information

- a. Personal Information. Annually by October 1, the District shall publish to staff a directory that contains the following information unless a member requests it to be withheld: Name; Home Address; Phone Numbers provided to the District; Personal Email provided to the District; Work Email; and Work Site. The Board will provide the Association President with a copy of the Directory on paper or in an electronic format.

The Association President may at any time submit in writing signed and witnessed consent from any member that had opted out of the Directory and the Board will provide the Association President, separate from the Directory, with the Personal Information specified in the preceding paragraph, if it is retained by the Board, on paper or in an electronic format.

- b. Seniority Information. The Board will provide the following information to the Association President by November 1, annually, as part of the seniority list prepared pursuant to Article 12, Paragraph A.3.a.: Name; Seniority Date; Full-Time equivalent (FTE) status; and contract status (i.e., limited contract or continuing contract). The seniority list shall be

provided in an electronic format (either Microsoft Excel or Google Sheets).

C. Individual Rights

1. Input to Appropriations

Opportunity for bargaining unit member input concerning yearly appropriation measure will be provided prior to the adoption. Supplies will be included in the appropriations as recommended by each bargaining unit member with consideration and approval of the Supervisor. Bargaining unit members will be responsible for dollar amounts of supplies requested, but the Superintendent and the Supervisor reserve the right to put limits on the total amount.

2. Building Budgetary Information

Supervisors will provide building budgetary information approved by the Board under C.1., above, to their respective bargaining unit members after adoption of the appropriation measure.

3. Input to Levies

The Board shall seek out input and suggestions from the members of the bargaining unit through the Association concerning any Operating Levy/Bond issue, as to when it should possibly go on the ballot and suggested millage. The Association shall provide input back to the Board at least ten (10) calendar days prior to the date of necessary Board action.

4. Administration of Student Medication

- a. No bargaining unit member who is authorized by the Board to administer medication to students during school hours and who has a copy of the most recent physician's statement shall be liable in civil damages for administering or failing to administer the medication, unless he/she acted in a manner that would constitute "gross negligence or wanton or reckless misconduct." The Board shall provide relevant training to bargaining unit members who are responsible for administering medication to students.
- b. Bargaining unit members whose religious convictions prohibit administering medication shall not be required to administer medication.
- c. The Administration will provide assistance in a manner prescribed by the Administration, during the student lunch hours at the elementary schools and Middle School, to assist in the dispensing of student medications.

5. Nondiscrimination

No bargaining unit member or prospective employee may be discriminated against either in consideration for employment, reemployment, or promotion or in the application of any provision of this collective bargaining agreement and/or application of any Board policy on the basis of race, color, religion, creed, national origin, sex, age as defined in the Age Discrimination in Employment Act (as amended), or disability as defined by the Americans with Disabilities Act (as amended). The Board and the Association shall cooperate to prohibit any such acts of discrimination.

6. Student Relations

No bargaining unit member shall date a student of Northwestern Local Schools.

7. Student Behavioral Problems; Right to Know

When the Administration has information that a student has a history of violent physical behavior and that information is not otherwise protected by Federal or State law, bargaining unit members who have need to know will be apprised of the student's history of physical violence.

8. Notification of Communicable Diseases

With due regard and respect for student privacy, bargaining unit members to whom the student is assigned with a need to know will be notified of known communicable diseases carried by the student, except as otherwise restricted by law.

9. Probationary Bargaining Unit Members

- a. New bargaining unit members shall be on probation for a period of one hundred twenty (120) workdays.
- b. The Board reserves the right to dismiss bargaining unit members during the last half of the probationary period without reason. During the first half of such probationary period, any dismissal shall not be arbitrary or capricious.
- c. Bargaining unit members who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status at least until such background check has been completed to the extent that is legally required. Failure to meet the requirements of the criminal background check shall result in the immediate termination of employment.
- d. Upon successful completion of the probationary period, the bargaining unit member shall receive an individual one (1) year contract dated from the date

of initial employment. All individual contracts will be signed by the Board President, Superintendent, and Treasurer and, among other things, will reference this Contract. Upon completion of the one (1) year contract, if reemployed, only a two (2) year individual contract will be issued. Upon completion of the two (2) year contract, if reemployed, only a continuing individual contract will be issued.

10. Disciplinary Actions

- a. Disciplinary actions shall include verbal warnings, written reprimands, suspension, and termination of bargaining unit members. Discipline shall normally be imposed on a progressive basis and may include repetition of a step without progressing to the next step. However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

Step 1 – Verbal Warning: While a verbal warning may be originally communicated orally to the employee, all verbal warnings will be memorialized in writing and placed in the immediate supervisor's file, with a copy to the employee and personnel file. The written verbal warning shall consist of a brief anecdotal note that identifies the date/time, location and concise/general description of the misconduct (which normally will not exceed a couple of sentences), along with the direction provided by the immediate supervisor. If the conduct that is the subject to the verbal warning is not repeated in the following twelve (12) months, the employee may request that the verbal warning be removed from supervisor's file and the employee's personnel file, provided the original misconduct did not involve a violation of Title IX, sexual abuse, or discrimination and/or harassment. See Appendix F.

Step 2 – Written Reprimand: The immediate supervisor or the Superintendent may issue a Written Reprimand. A copy of the written reprimand will be provided to the employee and placed in the personnel file. A bargaining unit member may write a rebuttal to be attached to the written reprimand.

Step 3 – Suspension: The Superintendent may issue a suspension of one (1) to three (3) days without pay. A copy of the notice of unpaid suspension will be provided to the employee, the immediate supervisor, the Association President, and the personnel file. A bargaining unit member may write a rebuttal to be attached to the notice of suspension.

Step 4 – Suspension: The Superintendent may issue a suspension of four (4) to ten (10) days without pay. A copy of the notice of unpaid suspension will be provided to the employee, the immediate supervisor, the Association President, and the personnel file. A bargaining unit member may write a rebuttal to be attached to the notice of suspension.

Step 5 - Termination: The Board may terminate a bargaining unit member pursuant to the Superintendent's recommendation.

- b. The Board may utilize plans of assistance or require additional training as part of the disciplinary process. A bargaining unit member will be reimbursed for the costs associated with plans of assistance or additional training, unless the Superintendent determines the circumstances warrant such costs be covered by the bargaining unit member due to the nature of the incident(s) involved.
- c. Disciplinary actions including termination will be for just cause, except as provided for in Section C.9., above.
- d. Bargaining unit members shall be notified of the right to have Association representation present at any conference where disciplinary action may be taken and will be given the opportunity to have such representation.

11. Physical Examinations

When physical examinations are required for a position by law or Board policy, the Board will send the bargaining unit member to a physician of the Board's choice and pay for the cost of the physical examination not covered by insurance within thirty (30) calendar days or will pay the same amount toward the physician of the bargaining unit member's choice. If the Board otherwise requires a bargaining unit member to undergo a physical examination, it shall send the bargaining unit member to a physician of the Board's choice and shall pay the entire cost of the examination.

12. Educational Growth

- a. When the Superintendent requires a bargaining unit member to attend a workshop, seminar, or other similar program, the Board shall pay registration, tuition or such fees as required for the workshop, seminar, or program. Travel expenses will be reimbursed consistent with Board guidelines.
- b. The Board shall appropriate for each fiscal year (i.e., July 1 – June 30), Four Thousand Dollars (\$4,000) to reimburse classified staff for class/training tuition for any position/future position within the District.

- c. Bargaining unit members may apply to attend on a first come first served basis, workshops, seminars, or other similar programs that relate to their employment responsibilities. If approved by the Superintendent or his/her designee, bargaining unit members will have registration, tuition or such fees as are required, up to a maximum of five hundred (\$500) per fiscal year (i.e., July 1 – June 30) paid by the Board. Travel expenses will be reimbursed consistent with Board guidelines.
- d. Bargaining unit members must meet with their supervisor and receive approval of the supervisor and the Superintendent on the appropriate form provided for this purpose prior to enrolling in the college/training course. Correspondence courses, online and distance learning classes from accredited universities or colleges, adult education providers or training centers are eligible for reimbursement with prior approval.
- e. Bargaining unit members shall submit written proof in the form of an official transcript of completed credit at an accredited university with a passing grade or documentation of satisfactory completion from the adult education provider or training center to the Superintendent after the conclusion of the quarter (semester) in which the previously approved course was taken. Furthermore, the bargaining unit member will take the responsibility to obtain and turn in such proof in an expeditious and timely manner;
- f. The reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work has been completed; and
- g. Each bargaining unit member receiving reimbursement under this Section, prior to this/her receipt of such pay, shall agree that he/she will work in this District for at least one (1) full school year following receipt of such pay. If the bargaining unit member of his/her own volition fails to serve in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said employee's final pay.

13. First Aid Supplies

The Board will make available first aid supplies, including latex gloves, to bargaining unit members, on an "as needed" basis.

14. Event Passes

Bargaining unit members shall receive passes for themselves only to all home athletic events sponsored by and held at the Northwestern Local Schools, excluding fund raising events. These passes are not transferable to any other person.

15. Bargaining Unit Member Liability

Bargaining unit members will be indemnified and held harmless to the extent provided by ORC 2744.

16. Full-Time

Whenever possible, the Board shall hire full-time bargaining unit members over part-time.

17. Input to Calendar

The Labor/Management Committee shall develop multiple calendar choices. The Board will make the final decision on the calendar after considering the staff's input as reflected by the Association membership's vote on the multiple calendar choices. If the Board selects a calendar choice other than the one recommended by the Association's membership, the Board will communicate to the Association President its reason for selecting the calendar it chose. All make-up days will be built into the calendar.

18. Absences

Bargaining unit members who are going to be absent shall contact his/her Supervisor and shall not be required to call substitutes except bus drivers who shall make a reasonable attempt, including phone calls, to obtain a substitute before calling a Supervisor.

19. In-service

The District will provide the equivalent of at least two (2) workdays for in-service training during each year. The Association will have the opportunity for input on the subject matter of the in-services. In-services shall be employment related and should include training related to the employees' performance in their job classifications.

20. Use of Personal Communication Devices

- a. The District will not require bargaining unit members to (a) use their personal communication devices to perform their work responsibilities or (b) download applications on their personal communication devices.

- b. Bargaining unit members are not expected to contact parents/guardians of students outside the workday with respect to school business.
- c. If a student's behavior on a school vehicle warrants or necessitates a phone call with the student's parent/guardian, the bus driver will not be responsible for making such a call without an administrator being present and/or a part of the communication, unless the driver voluntarily decides to make the call without the administrator.

D. Labor/Management Committee

The Northwestern Local School District Board of Education and the Northwestern Local Employees Association agree to establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least three (3) per semester, for the purpose of discussing, not negotiating issues of concern to both parties. Annually by September 15, the Superintendent and Association President shall schedule the dates/times for the six (6) required meetings. Additional meetings may be scheduled as mutually deemed necessary. The Committee shall request training from the Federal Mediation and Conciliation Service as needed.

ARTICLE 5. OCCUPATIONAL SAFETY AND HEALTH

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

B. District's Right to Reassign

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition that the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

C. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

ARTICLE 6. DRUG AND ALCOHOL TESTING PROCEDURE

- A.** If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or drugs or has used such substances on Board property or is involved in a work related accident resulting in property damage estimated in excess of One Hundred Dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both under this Article and Appendix A.
- B.** Bus drivers and other employees who are required to obtain a Commercial Driver's License will be subject to additional testing for alcohol and controlled substances in accordance with Appendix A.
- C.** A bargaining unit member's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination. Bargaining unit members required to leave the job site or work in order to complete random testing shall be paid his/her regular wages and mileage.
- D.** The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost provided the analysis of the test results are done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to ensure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The bargaining unit member will be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the bargaining unit member will be required to submit to a second medical test before returning to work. The returning bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.
- E.** The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she needs help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this

Paragraph E, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this Paragraph E. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.

ARTICLE 7. COMPLAINTS

- A.** Upon receipt of a parental complaint, the Supervisor will inform the bargaining unit member and the bargaining unit member will make personal contact with the parent within two (2) workdays, if requested in writing by the Supervisor. It is the responsibility of the bargaining unit member to inform the Building Supervisor of the status of the complaint within two (2) additional workdays.
- B.** If such conferences do not lead to understanding and resolution of the problem involved, the Supervisor along with the bargaining unit member will meet to develop a means to deal with the complaint.
- C.** The Supervisor, upon initially being informed of a complaint, should inform the parent of the following:
 - 1. The bargaining unit member or the Supervisor will be in contact with the parent within two (2) workdays, if possible; and
 - 2. The parent should contact the Supervisor if the bargaining unit member does not contact the parent within two (2) days or if the parent is not satisfied with the results of the discussion.
- D.** Except as required by Title IX, all anonymous complaints will be disregarded.
- E.** No parental complaint or correspondence will be placed in the personnel file. When deemed necessary, the Supervisor may choose to conduct an investigation into a complaint that may lead to a verbal warning or reprimand for the bargaining unit member and a copy being placed in the personnel file.
- F.** Allegations of child abuse or neglect will be reported immediately to the Children Services Board and/or appropriate law enforcement officials. The bargaining unit member against whom the allegations are brought will be notified that a report has been made; however, the identity of the informant and the specific contents will not be disclosed without the express consent of the Children Services Board and/or law enforcement officials. If the Administration receives a copy of any report issued by the Children Services Board or law enforcement officials, the Administration will provide a copy of the report to the bargaining unit member. The Board reserves the right to independently investigate any allegations reported to the Children Services Board or law enforcement officials. See Paragraph E, above.

ARTICLE 8. GRIEVANCE PROCEDURE

A. Definition of Terms and General Policies

1. A "grievance" will be defined as a condition resulting from an alleged violation or misapplication or misinterpretation of:
 - a. this negotiated Contract, or
 - b. other right or working condition affecting a bargaining unit member by the Board and/or Administration.
2. The purpose of the grievance procedure is to promptly secure, at the lowest possible level, acceptable solutions to grievances.
3. A "grievant" is defined as a bargaining unit member, group of bargaining unit members or the bargaining unit who has a grievance.
4. "Days," used in reference to limitations, shall be maximums. However, if the parties are in mutual agreement, limits may be adjusted. Failure of the Administration or Board to act within the required time limits permits the grievance to go to the next step. Failure of the alleged grievant to follow the prescribed time line makes the grievance null and void, and it may not be refilled.
5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a resolution.
6. Either or both parties may be represented by any person(s) of their choice at any level of the grievance procedure.
7. At any level, a grievance may be withdrawn by the alleged aggrieved party without prejudice. The record may be kept by the Superintendent's Office but not in a personnel file.

B. Procedure

Step One

In order to encourage resolution at the lowest level, a grievance shall first be taken up verbally between the grievant and the Administration at that level referred to in A.5., above, within thirty (30) working days of the incident or last occurrence giving rise to the grievance. The Administrator shall schedule a meeting with the grievant within five (5) working days of a request by a bargaining unit member after the Administrator is notified of the grievance. At the meeting, the grievant will inform the Administrator that the

grievance is being raised pursuant to Step One of the Grievance Procedure, and the grievant and Administrator will sign the Grievance Form (Appendix B) as having held the requisite meeting. If satisfactory disposition is not rendered within a period not to exceed five (5) working days of the meeting, the grievance may advance to Step Two.

Step Two

The grievant shall submit the grievance on a grievance form provided by the Board (Appendix B) to the Administrator/Immediate Supervisor, the Superintendent, and the Association President. This step shall be implemented by the grievant in a time not to exceed five (5) working days after the Step One deadline. The Immediate Supervisor shall schedule a meeting with the grievant within five (5) working days of receipt of the Grievance Form. The Immediate Supervisor will respond in writing to the grievant within five (5) working days after the meeting and return one copy of the form to the bargaining unit member, one copy to the Association President, and one copy to the Superintendent.

Step Three

If a satisfactory disposition is not rendered by the Immediate Supervisor, the grievant shall, within five (5) working days after receipt of the Administrator's response, forward the grievance to the Superintendent. The Superintendent shall, within ten (10) working days, conduct a conference. The Superintendent shall respond in writing to the grievant within five (5) working days after the conference and return one copy of the form to the bargaining unit member and one copy to the Association President.

Step Four

If satisfactory disposition is not rendered by the Superintendent, the grievant shall, within ten (10) working days after receipt of the Step Three written response, forward the grievance to the Treasurer on behalf of the Board to study the grievance. The Board shall, at the next Board meeting that occurs at least two (2) working days after the Treasurer receives the grievance, conduct a conference in executive session unless required otherwise by law. The Board shall respond to the grievant within five (5) working days of the Board meeting and return one copy of the form to the bargaining unit member, one copy to the Association President, and one copy to the Superintendent.

Step Five (Optional)

If satisfactory disposition is not rendered by the Board, within ten (10) working days of the grievant receiving the Board's written disposition, the grievant may submit a written notice to the Superintendent that the grievant and Association are interested in mediating the dispute. The Superintendent will respond to the grievant and Association President within five (5) working days concerning whether the District agrees to mediate the dispute. If the Superintendent agrees to mediation, the Association and Board shall jointly contact the Federal Mediation and Conciliation Service ("FMCS") and request that a mediator be assigned. The Parties shall request FMCS to assign a mediator who is

available to conduct the mediation within twenty (20) working days unless the Parties agree to extend the date.

1. If the Superintendent declines to mediate the dispute, the grievant's Step Five request will be converted to a Step Six request for arbitration.
2. If the Parties mediate the dispute but are unable to resolve the grievance through mediation, the timeline for the grievant filing a request for arbitration shall commence on the date the mediation is conducted and no resolution is reached.
3. If the grievant does not want to mediate the dispute, the grievant may move directly to Step Six based on the timelines set forth below.

Step Six

1. If satisfactory disposition is not rendered by the Board and the grievant elects to proceed directly to arbitration, or the matter is not resolved through mediation, the grievant shall, within ten (10) working days of receipt of the Board's disposition or the date of the unsuccessful mediation (whichever is applicable), forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration. Likewise, if the Superintendent declines to mediate the grievance as set forth in Step Five, the grievant shall promptly forward to the Board Treasurer and the AAA a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the AAA. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding regarding matters defined under Section A.1.a., above, and advisory only regarding matters defined under Section A.1.b., above. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, nor shall the arbitrator's opinion amend, nullify, or ignore any part of this Contract; and the arbitrator may only base his/her decision on the contents of this Contract. The arbitrator shall address any jurisdictional disputes as part of any decision on the merits of the grievance.
2. The costs of arbitration will be equally shared by the parties. Transcripts shall be paid by the ordering party.

ARTICLE 9. VACANCY AND TRANSFER

A. Statement of Interest in Assignment

Annually by February 1, the Superintendent will send a notice to all bargaining unit members asking them to complete and submit the attached form (Appendix J) to identify their preferences for building placement, shift assignments, classification assignments, grade level assignment, and supplemental contracts for the following school year. If a

bargaining unit member elects to complete the form, it must be returned to the Superintendent by March 1.

B. Posting

1. A vacancy occurs when a new position, supplemental position, or summer position is created, or a bargaining unit member resigns, retires, is nonrenewed, dies, transfers to a different position, or is terminated, and the Board determines to fill the position. Notices of vacancies in classified or supplemental positions will be sent electronically via email to all bargaining unit members.
2. Between June 16 and August 5, notices of vacancies will be sent to all bargaining unit members via email and an all-staff text alert.

C. Bidding

Bargaining unit members interested in a vacant position shall submit their bid to the Administrator who is designated on the vacancy notice within five (5) days of the date the electronic notice (i.e., email) was sent. The vacancy notice shall contain a job title, rate of pay, and shift.

D. Filling Vacancies

1. Comparing Internal to External Candidates
 - a. Qualifications developed by the Administration prior to the posting, shall not be discriminatory, unreasonable, or excessive, and shall be germane to the position. A current bargaining unit member who has satisfactory evaluations shall be placed in the position if the bargaining unit member meets the posted qualifications, including satisfactorily completing any standardized assessments required of the position.
 - b. Variations from Paragraph C.1.a., above, shall only be allowed for specific quantifiable reasons.
 - c. In filling job openings within the bargaining unit, including new jobs, the Board will give preference to bargaining unit members already employed who are qualified for such jobs by experience or training, either in the same job or in a job of related skill rather than hiring a new employee. In determining qualifications, the Board shall use the criteria set forth in Paragraph C.1.a., above.
2. Comparing Internal Candidates
 - a. System seniority shall be the determining criteria for filling vacancies within the same classification.

- b. In deciding between two (2) or more bargaining unit members from outside the classification to fill a vacancy, system seniority shall prevail if all other considerations are equal. Those considerations include experience or training (either in the same job or in a job of related skill), satisfactory evaluations, and satisfactorily completing any standardized assessments required of the position.

E. Voluntary Transfers

A voluntary transfer is an employee-initiated transfer to a vacant position in the bargaining unit.

F. Transfers Outside Bargaining Unit

A bargaining unit member who accepts a job in the District outside of the bargaining unit (without a break in service) shall maintain his/her previous job classification and bargaining unit seniority. If he/she resumes his/her employment at some future date in the bargaining unit [without a break in service] he/she shall resume his/her job classification seniority (if he/she goes to the same classification) and his/her bargaining unit seniority. The period of time spent in a District position outside of the bargaining unit shall only count toward District seniority.

G. Involuntary Transfers

1. An Involuntary Transfer is a Superintendent-initiated transfer of a bargaining unit member to a different classification, shift, or location that occurs without the bargaining unit member's approval.
2. The Superintendent will provide in writing reasons for the involuntary transfer.
3. A bargaining unit member who has been notified of an involuntary transfer may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The bargaining unit member may have a union representative at the meeting. No bargaining unit member will be involuntarily transferred to a position for which the bargaining unit member is not qualified for.
4. A bargaining unit member may only be involuntarily transferred once per year without the bargaining unit member's agreement. Bargaining unit members will not be involuntarily transferred two (2) years in a row unless it is due to a pandemic or implementation of a Reduction in Force. If a vacancy subsequently occurs involving the position the bargaining unit member was involuntarily transferred from, the bargaining unit member may request to be returned to that position (i.e., the bargaining unit member's original position) and the request will be granted. Nothing herein shall prevent a bargaining unit member from expressing an interest in an open position to the Superintendent, who will consider the request.

5. A bargaining unit member who has been involuntarily transferred shall be provided extended time at his/her hourly rate to receive any training necessary for the employee to perform his/her new assignment. The immediate supervisor will be responsible for determining the amount of extended time. The topic of extended time will be discussed at the collaborative meeting referenced in Paragraph G below.
 6. If the bargaining unit member requests custodial assistance with the move, the immediate supervisor will consider the request and determine whether to authorize such assistance. If such assistance is not approved, the supervisor will discuss with the bargaining unit member the amount of extended time the bargaining unit member will need to complete the move.
 7. The bargaining unit member and the Association shall be notified as soon as practicable of any involuntary transfer.
- H.** Prior to implementation of a transfer (be it voluntary or involuntary) the bargaining unit member and his/her immediate supervisor shall hold a collaborative meeting to discuss the supervisor's expectations for the position and what supports the bargaining unit member may require in order to be successful in the new position. The supervisor is ultimately responsible for deciding which supports to provide.

I. Promotional Probationary Periods

Bargaining unit members who change job classifications shall serve an additional sixty (60) workday probationary period. Upon completion of the probationary period, the seniority shall be computed from the first date of hire. Based upon evaluation, the Board may determine that the bargaining unit member is not meeting the standards of quality and quantity normally expected of a qualified bargaining unit member in such a position. If such a determination is made, the bargaining unit member will be removed from the position and may return to his/her former position and rate of pay.

ARTICLE 10. EVALUATION

- A.** The purpose of evaluation is to improve performance and to make the record of performance.
- B.** Minimally, the following bargaining unit members shall be evaluated:
1. All probationary bargaining unit members following completion of sixty (60) workdays of service and again prior to the completion of one hundred twenty (120) workdays of service;
 2. Nonprobationary bargaining unit members will be evaluated at least annually.

- C. A bargaining unit member has the right to discuss the contents of an evaluation with the evaluator, and subsequently the Superintendent, with the possibility of changing its contents.
- D. Bargaining unit members who are in the bargaining unit and have quasi-supervisory responsibilities shall be requested to and may only provide input on a bargaining unit member's evaluation that falls within their area of evaluation.
- E. Administration will provide a written plan for improvement for employees who receive an "ineffective" in any area. The plan for improvement will contain an improvement statement section, desired level of employee performance, specific plan of action section, and assistance and professional development section. The plan will contain specific timelines for completion as well as consequences for non-compliance.
- F. Evaluation procedure and instruments will be reviewed by representatives of the Administration and the Association during this Contract.
- G. Evaluators will use the forms referenced in H. below.
- H. Evaluation Forms are contained in Appendix D.

ARTICLE 11. PERSONNEL FILES

- A. All documents included in a bargaining unit member's file shall be dated, identifiable as to source, relevant to performance on the job, accurate, and listed on an inventory sheet.
- B. A bargaining unit member may review his/her personnel file within one (1) workday of a request to the Superintendent.
- C. There shall be only one (1) official file. This shall be kept in the Superintendent's Office. Submission of rebuttals or other matters to be placed in the file, or obtaining copies of materials except classified college/university credentials will be through the Superintendent. Files shall be controlled by laws pertaining to the Privacy Act. Unofficial Building Principal's file contents may only be used if provided to the bargaining unit member and to the official personnel file prior to being used against the bargaining unit member. At the end of the school year, all contents of the Building Principal's file that are not intended to be kept by the District and put in the employee's personnel file shall be destroyed.
- D. Bargaining unit members shall be first provided a copy of any material that will be placed into the file.

ARTICLE 12. SENIORITY, REDUCTION IN FORCE, AND RECALL

A. Seniority Defined

1. "System seniority" is that length of time a bargaining unit member has served continuously in the Northwestern Local School District, from the most recent hire date, as a regular full-time or regular part-time bargaining unit member. "Classification seniority" is the length of time spent continuously in a classification.
2. There shall be a probationary period as defined in Article 4.C.9., during which bargaining unit members shall not have any seniority. Upon retention after completion of the probationary period, seniority shall be computed from the date of hire.
3. Seniority Roster
 - a. On or before November 1 of each school year, the Association President and the Superintendent will cooperatively develop two (2) seniority rosters by job classification in descending order of seniority first by the hire date in that job classification and then one with system seniority. After completion of the roster, they shall be posted.
 - b. Board-approved unpaid leaves of absence will not interrupt seniority.
 - c. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 1. the date of the Board meeting at which the bargaining unit member was hired; and then
 2. by lot.
 - d. A meeting will occur within thirty (30) calendar days of a board meeting at which multiple employees are hired so as to determine any necessary tie-breakers in seniority in accordance with the preceding subparagraph. Affected bargaining unit members along with an Association representative must attend the meeting at which any tie-breakers in seniority are determined.
 - e. The Seniority List prepared in the fall of 2020 shall be considered controlling for all bargaining unit members hired as of the date the amended list was prepared for purposes of determining tie-breakers in seniority.

f. Breaking Seniority

All seniority shall be broken and employment shall be terminated when a bargaining unit member:

1. quits or retires; and/or
2. is discharged for just cause or nonrenewed.

B. Reduction in Force (RIF)

1. If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work or building closures, lack of funds, or for any other good reason, the Board may make such reductions through the reduction in force procedure set forth herein. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract. Any bargaining unit member subjected to a percentage reduction shall have priority in receiving full-time work when it becomes available.

2. The following guidelines for reduction in force will apply.

a. Attrition

The number of bargaining unit members affected by a RIF will be kept to a minimum by not employing replacements in the affected classifications, insofar as practicable, for bargaining unit members who retire, resign, or otherwise vacated a position in that classification.

b. Notification and Meeting with the Association President

Prior to a RIF, the Board shall give written notice to the Association President of its intent to affect a RIF. Such notice shall contain the reason(s) for the RIF and the bargaining unit member(s) who may be affected. The Superintendent will meet with the Association President within ten (10) calendar days of the written notice to discuss the merits of the RIF. The Board will provide written notice of the RIF to affected bargaining unit members at least sixty (60) calendar days prior to the effective date of the RIF.

c. Bumping

- 1) A bargaining unit member whose position is affected by the RIF may, if qualified including necessary and required licenses and if

holding greater system-wide seniority, bump the least senior bargaining unit member in any lower-rated job classification within the bargaining unit member's job category and if none is available, bump any least senior bargaining unit member in any classification previously worked, if still qualified. The affected bargaining unit member must decide whether to accept the RIF or exercise the right to bump within five (5) calendar days of being given the choice. System seniority shall prevail. Any bargaining unit member exercising bumping rights shall be placed on the job classification salary schedule in accordance with the bargaining unit member's service in that job category.

2) The job classifications within each job category are listed below from the highest classification within a category to the lowest:

a) Custodial

- (1) Building Custodian
- (2) Custodian

b) Maintenance

- (1) Maintenance Assistant & Groundskeeper

c) Transportation

- (1) Mechanic
- (2) Bus Driver
- (3) Van Driver
- (4) Transportation Aide

d) Aides

- (1) Library Tech
- (2) Assoc Degree/Aide
- (3) Aide

e) Cafeteria

- (1) Head Cook
- (2) Cook
- (3) Short-Hour Cook
- (4) Cashier
- (5) Dishwasher

f) Clerical

- (1) Building Secretary
- (2) High School Guidance Secretary
- (3) Other Secretary

- d. If the Association disagrees with the RIF (i.e., alleges that the Board does not have a permitted basis for the reduction and/or has not implemented the reduction in accordance with the terms of the Master Agreement), the Association may file a grievance and request an expedited arbitration (which shall be defined as an arbitration that is limited to a single day of hearing with the arbitrator's decision due no later than 30-days after the conclusion of the hearing, with the parties waiving post-hearing briefs and making a closing argument at the end of the hearing, the parties must return their list of acceptable arbitrators to AAA within five (5) days of the list being provided to them by the AAA Administrator (only a single list will be available, unless none of the arbitrators on the list can conduct the hearing within the requisite timeframe), and the arbitrator selected must be willing and able to hold the hearing within thirty (30) days of AAA's receipt of the demand for arbitration).

C. Recall

- 1. No person shall be hired to do the work of a bargaining unit member on the recall list, except after implementation of Paragraph C.2., below (i.e., the Board will not post a vacancy for a classified position while a qualified bargaining unit member who previously held the position remains on the recall list).
- 2. Bargaining unit members shall retain recall rights for twenty-four (24) months from the date of RIF. Bargaining unit members shall be recalled from RIF in reverse order of the RIF to the classification from which they were reduced or lower-rated job classification within the bargaining unit member's job category or classification previously worked, if still qualified. Notices of recall shall be sent by certified or registered mail to the bargaining unit member's last known address as shown on Board records or delivered in person. The recall notice shall state the time, date, and place at which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays, and holidays to report to work. Failure to report within the required time shall terminate any recall rights. However, no bargaining unit member shall lose his/her place on the recall list by declining a position with fewer regularly scheduled hours of work than the position the bargaining unit member last held while employed in the District.
- 3. The Board/Administration shall not use transfers in order to prevent the recall of a bargaining unit member on the recall list.

D. Temporary Substituting by Bargaining Unit Members on the Recall List

While on the recall list, bargaining unit members shall be first called for any substituting in the classification from which the bargaining unit member was reduced for temporary openings. Refusal or unavailability to substitute shall not be interpreted as a decline in recall.

E. RIFs Arising from Change in Services for Students with Special Needs

In the event a bargaining unit member is hired for the purposes of providing services to student(s) with special needs (i.e., requiring special transportation out of district, 1:1 aide support, etc.) and the need for those services ceases during the school year, the bargaining unit member will be reduced and will not be eligible to exercise seniority/bumping rights during the school year. The member will be placed on the recall list in accordance with paragraph C above and will be eligible to fill a vacancy for which the member is qualified that occurs during the school year. The member will be eligible to exercise seniority/bumping rights prior to the next school year.

ARTICLE 13. VACATION

A. Eligibility and Entitlement

1. Each full-time twelve (12) month bargaining unit member shall receive the following vacation entitlement:
 - a. More than one (1) year and less than six (6) years of continuous service:
Two (2) weeks
 - b. Six (6) years and more but less than sixteen (16) years of continuous service:
Three (3) weeks
 - c. Sixteen (16) years or more of continuous service: Four (4) weeks
2. Each bargaining unit member who works two hundred twenty-six (226) days or more but less than twelve (12) months shall be granted two (2) weeks' vacation after the first year.

B. Scheduling

Requests for vacation days will be granted in the order in which the requests are received by the Superintendent with prior approval. The Superintendent may deny vacation within two (2) days of the initial request for vacation for adequate reasons. If more than one (1) request is submitted in one (1) day for an identical vacation day, where one (1) or more of the requesting employees is needed to work, system seniority shall be the determining factor.

C. Calamity Day Conversion

If schools are closed for a calamity day, no vacation will be charged for that day.

D. Sick Leave Conversion

A bargaining unit member who is hospitalized or has a death in the immediate family while on vacation may use Sick Leave time in place of the previously scheduled vacation time.

E. Holiday Conversion

If a bargaining unit member takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the bargaining unit member's earned vacation days.

F. Carry Over

Bargaining unit members may not carry over more than ten (10) vacation days from year to year.

G. Pay at Retirement

Upon termination or retirement, bargaining unit members will receive vacation pay for the accrued and unused vacation days.

ARTICLE 14. PAID HOLIDAYS

A. Nine (9) and Ten (10) Month Bargaining Unit Members

Nine (9) and ten (10) month bargaining unit members shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. December 25
4. New Year's Day
5. Martin Luther King Day (third Monday in January)
6. Memorial Day

B. Eleven (11) and Twelve (12) Month Bargaining Unit Members

In addition to the holidays listed in Section A, above, eleven (11) and twelve (12) month bargaining unit members shall receive Juneteenth and Independence Day as a paid holiday.

C. Saturday/Sunday Scheduling

When a holiday falls on Saturday, the preceding Friday will be a paid holiday. When a holiday falls on Sunday, the following Monday will be a paid holiday.

D. Holiday Pay

Any bargaining unit member who works on a paid holiday shall receive time and one-half (1-1/2) for all hours worked in addition to pay for the holiday.

ARTICLE 15. HOURS

A. Regular Rate

1. Bargaining unit members will be paid straight (regular) rate pursuant to Article 19 for each hour or portion worked for which the bargaining unit member is scheduled except as otherwise provided herein.
2. (a) With the exception of fulltime custodians addressed in 2(b) below, all bargaining unit members who work six (6) or more hours in a day are entitled to a thirty (30) minute unpaid, uninterrupted duty-free lunch.

(b) A custodian who is scheduled to work an eight (8) hour workday and who has no coverage for a thirty (30) minute uninterrupted duty-free lunch will be paid and scheduled for an eight (8) hour shift. Where coverage is available (i.e., 2 custodians are on duty), those custodians will be scheduled for an eight and one-half hour (8.5) shift and receive eight (8) hours pay and a thirty (30) minute uninterrupted unpaid duty-free lunch. If there is an occasional need for an 8.5 hour custodian to leave work after eight (8) hours and forego the thirty (30) minute uninterrupted unpaid lunch, the custodian and building administrator can mutually agree to accommodate the need by adjusting the custodian's scheduled shift for that day.
3. Bargaining unit members will receive a scheduled ten (10) minute paid break for each continuous four (4) hours of work, including overtime, to be scheduled with agreement of the Supervisor and the bargaining unit member.
4. All bargaining unit members shall be paid for teacher in-service and parent/teacher conference days.

B. Overtime Rate

1. a. The Board shall pay for overtime at the rate of time and one-half (1-1/2) the bargaining unit member's regular hourly rate for all hours physically worked in excess of forty (40) hours per workweek regardless of what position working in.

Bargaining unit members may not work in excess of their scheduled day without the approval of their Supervisor. All extra work must be accounted for and turned in on timesheets.

- b. Bargaining unit members who are regularly scheduled to work more than one (1) job shall have their regular hourly rate computed on the basis of the regulations of the Wage Hour Division of the Department of Labor. Bargaining unit members, who are regularly scheduled overtime and work in more than one (1) classification, shall be paid on a prorated blended rate of the classifications worked. Bargaining unit members, who are regularly scheduled forty (40) or less hours per week and work in more than one (1) classification, will be paid overtime on the classification worked and shown on the time card to cause the overtime.

C. Compensatory Time

Compensatory time at the rate of one and one-half (1-1/2) hours for every hour of overtime worked in lieu of overtime pay is permissible when mutually agreed by the Supervisor and bargaining unit member if it is taken within six (6) weeks of the end of the week when the overtime work was performed. Compensatory time that is not used within six (6) weeks shall be paid to the bargaining unit member.

D. Saturday and Sunday Work

Bargaining unit members not regularly scheduled to work on Saturday and/or Sunday who are called in to work, except bus drivers (see Field Trip, Article 31/A], shall be compensated at the rate of one and one-half (1-1/2) their regular rate of pay for such hours worked in overtime status.

E. Calamity Day Pay

1. When schools are closed because of an "act of God," inclement weather, hazardous road conditions, high water, no water, no heat, no power, etc., only those bargaining unit members who are required by the Administration to report to work shall do so. All other bargaining unit members not so required are not obliged to report to work and will not be docked for the days or days in question. If, however, such day or days are made up at some other time, it is understood that no extra pay will be given for that day or those days in question for those who did not report to work on the calamity day.
2. Each full-time custodian who was required to report to work during a calamity day shall be paid one and one-quarter (1.25) times his/her hourly rate for those hours worked only.
3. If schools are on a delayed schedule, bargaining unit members shall report as close to regular time as is possible.
4. Calamity day pay shall not be counted as hours worked for overtime.

F. Pay for Training and Set Up

1. Bargaining unit members will be paid for time at Board facilities in training on new equipment, in establishing a new process or in setting up new equipment when the District schedules such time outside of regularly scheduled time.
2. The Board shall pay for or provide any training necessary to maintain boilers licenses/certificates, HVAC and/or application of pesticides certification/licensure, if the Board/Administration requires the use of such.

G. Meeting Pay

1. Meetings will be held during or at the beginning or end of working hours, whenever feasible.
2. Where bargaining unit members are required by an administrator to attend group meetings outside of their normal paid workday, they shall be compensated at their regular rate of pay, unless the employee has worked in excess of forty (40) hours for the week, in which case the employee will be paid at time-and-a-half.

H. Salary Increments

In order to determine salary increments, every bargaining unit member who starts before February 1 shall receive credit for the full year for salary purposes, i.e. one (1) full increment. No credit for wage purposes will be given for new employees hired after February 1.

I. Employees' Work Year

1. Nine (9) month employees work one hundred eighty-six (186) to two hundred five (205) days.
2. Ten (10) month employees work two hundred six (206) to two twenty-five (225) days.
3. Eleven (11) month employees work two hundred twenty-six (226) to two hundred forty-five (245) days.
4. Twelve (12) month employees work two hundred forty-six (246) days.

J. Non-Student Contact Days

The Administration is responsible for determining how non-student contact days are used and for scheduling those days on the calendar for nine (9) month employees. The direct Supervisor is responsible for tracking attendance for all non-student contact day activities. Make-up days for missed non-student contact days will be scheduled on the calendar, and

all missed non-student contact day programs must be made up on those dates, within sixty (60) days of the program or activity missed. Employees must view any available videotapes of missed programs. Failure to complete the make-up will result in a docking of pay.

ARTICLE 16. PAID LEAVES OF ABSENCE

A. Sick Leave

1. All bargaining unit members under contract shall be entitled to one and one-fourth (1-1/4) Sick Leave days for each month of service or fifteen (15) days for the school year, cumulative to three hundred five (305) days.
2. All bargaining unit members under contract shall be entitled to an advancement of five (5) Sick Leave days if the number of days used exceeds the number accumulated. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced Sick Leave days, so no loss in pay results for these five (5) days. Should the bargaining unit member leave the employment of the Board, be placed on unpaid leave of absence or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.
3. Sick Leave shall be granted upon completion of Appendix C to each bargaining unit member for absence due to personal illness, pregnancy, adoption, injury, exposure to contagious disease that could be communicated to others, and/or illness or injury in the bargaining unit member's immediate family. Absent medical verification consistent with HIPAA supporting the need for additional paid sick leave, the use of paid sick leave for pregnancy and/or childbirth will not exceed eight (8) consecutive weeks from the date of birth.
4. Immediate family, for the purposes of this Contract, shall be defined as: father, mother, brother, sister, son, daughter, spouse or domestic partner, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or foster or stepparents, and stepchildren. For purposes of this Article, "domestic partners" are two (2) individuals who:
 - a. are eighteen (18) years of age or older;
 - b. share a common residence;
 - c. share responsibility for each other's common welfare (i.e., have agreed to be in a relationship of mutual interdependence, including financial interdependence);

- d. have affirmed that they have a committed relationship and are not currently married to another adult as recognized by Ohio law or part of an existing civil union or domestic relationship with any third party; and
 - e. are not related to one another by blood in a way that would prevent them from being married to one another in Ohio.
- 5. Bargaining unit members eligible and approved by the School Employees Retirement System (SERS) for disability retirement shall go on disability retirement rather than use Sick Leave.
- 6. When a member has been absent more than ten (10) consecutive workdays due to sick leave, he/she shall provide the Board Treasurer with a written statement from the treating health care provider verifying the need for the use of sick leave. If the administration has questions or concerns about the use of sick leave and/or the health care provider's verification where the leave is for the member's personal illness or serious health condition, the Board, at its cost, may require the member to submit to an independent medical evaluation. When a bargaining unit member has been absent more than ten (10) consecutive work days due to a personal illness or serious health condition, he/she shall provide the Board Treasurer with a written statement from his/her health care provider that the member is able to resume the job functions for his/her position. The bargaining unit member will not incur any additional out of pocket costs related to obtaining the return to work statement.
- 7. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of Sick Leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued Sick Leave subject to Board approval. If a bargaining member's spouse is also a Board employee, there may be a one-time sick leave transfer from the member's spouse. Such transfer must also be initiated by the Association and approved by the Board. Any transfer of Sick Leave shall be accomplished on a form specifically approved and distributed for this purpose. The Sick Leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her Sick Leave reduced within thirty (30) days by the amount equal to that contributed to the receiving bargaining unit member. The receiving bargaining unit member shall have accrued for use, Sick Leave totals equal to the aggregate total contributed by other members of the bargaining unit. The value of a donated day shall be equal to the length of the recipient's workday.
- 8. Sick Leave may be taken in days or one-fourth (1/4th) day increments being charged based on the regular length day of the affected bargaining unit member. For any segment of a day that a driver is on Sick Leave, the driver will be charged a minimum of a one-quarter (1/4) day.

B. Assault Leave

1. Any bargaining unit member who sustains physical injuries as a result of an unprovoked and unjustified physical assault while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault for a period not to exceed six months. If granted, this paid leave shall not be charged against Sick Leave or Personal Leave. "Six (6) months" is defined as calendar days.
2. Assault Leave will be granted and paid only if the following provisions are fulfilled:
 - a. The bargaining unit member must make written application (Appendix C) for leave indicating the facts and those persons involved;
 - b. The bargaining unit member must provide a written physician's statement recommending the leave and the nature and duration of the disability;
 - c. The Board may require the bargaining unit member to be examined at Board expense by a Board designated physician, and said physician must certify that the bargaining unit member is disabled and cannot return to service; and
 - d. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board, and must agree to testify in any disciplinary action involving the person who assaulted the bargaining unit member.

C. Personal Leave

1. Each bargaining unit member shall be granted three (3) days of unrestricted Personal Leave to be used for urgent matter of personal business that cannot be scheduled outside of regular school hours. The request for leave (Appendix C) must be made in advance to the Immediate Supervisor. Whenever possible, twenty-four (24) hours' advance request will be made. "Unrestricted" means requiring no reason. No days, except in situations as decided by the Superintendent, will be granted the first two (2) weeks of school [ten (10) working days] and the last two (2) weeks of school [ten (10) working days]. Personal Leave may not be used to extend vacation or a holiday except for unforeseen circumstances that shall be demonstrated to the Superintendent nor to work another job.
2. Drivers with midday runs will have their days divided into one-fifth (1/5th) segments to represent each of the five (5) daily runs. For any segment the driver is on Personal Leave, the driver will be charged one-fifth (1/5th) day.
3. Bargaining unit members will be paid their regular daily rate of pay for each unused Personal Leave day. The payment will be included in the second pay of July.

D. Professional Leave for Attendance at Professional Conferences, Clinics or Conventions

1. Any full-time bargaining unit member desiring to attend a professional conference, clinic, or convention shall submit to the Superintendent a written request (Appendix C) to do so, whose approval shall not be unreasonably withheld. Said request shall be submitted to the Superintendent no later than five (5) days prior to the regular Board meeting for approval before the conference time and shall state the number of school days that the bargaining unit member will miss by attending the conference, clinic, or convention. Attached to any expenses to be paid, the bargaining unit member shall provide a short summary of the conference as well as any recommendation for others to attend future conferences of this type.
2. Should the date of the event for which the professional day has been granted be postponed, canceled, or rescheduled, the bargaining unit member requesting the professional day will assume the responsibility of immediately notifying the person(s) responsible for calling substitutes.
3. When a bargaining unit member submits such a request and said request is approved by the Superintendent and the Board, then the bargaining unit member shall receive no deduction in pay and in addition shall be reimbursed for expenses:
 - a. Mileage [per Article 20.A (Mileage)], not to exceed Seventy-Five Dollars (\$75.00);
 - b. Hotel or motel, not to exceed Seventy-Five Dollars (\$75.00) per day;
 - c. Food, not to exceed Thirty Dollars (\$30.00) per day;
 - d. Parking fees; and registration and materials.
4. Total expenses to be paid by the Board will not exceed Four Hundred Dollars (\$400.00) plus cost of substitute. Mileage is for one (1) attendee per conference, unless the number of attendees exceeds the number of seats in one (1) car.
5. Professional leave shall not be approved for more than three (3) consecutive school days.
6. The Superintendent shall be empowered to approve any professional meeting request for which there will not be a Board meeting between the date of application and the date of the meeting if notice of the meeting is documented to show that its receipt occurred after one Board meeting and prior to the next meeting and date of attendance is corresponding [when the meeting occurs prior to a Board meeting when it can be properly addressed].

E. Compulsory Leave

Release time, if Personal Leave is exhausted (except for jury duty), shall be granted for required appearances in court or other tribunal where the bargaining unit member is subpoenaed or is a party to a SERB hearing or arbitration. When the Association is the grievant or complainant at a SERB hearing or arbitration, the Association President (or designee) is considered the party. Any subpoena other than Board business will be covered up to three (3) days leave with pay each year. The bargaining unit member shall attach to the leave form (Appendix C), the subpoena given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member.

F. Emergency and Hazardous Leave

If by act of God, any bargaining unit member is prevented from reaching school on a regularly scheduled school day, such bargaining unit member will be granted Emergency and Hazardous Leave with pay if Personal Leave is exhausted. Proof of need for leave must be provided by the applicant and attached to the leave form (Appendix C).

G. Association Leave

1. A maximum of two (2) elected delegates from the Association shall be granted a maximum of two (2) days annually for Association Leave. This leave shall be granted with pay.

The Association President may request additional Association Leave for members to attend other professional development sponsored/supported by the Ohio Education Association (OEA). The written request for leave must identify the individual(s) requesting to attend the event, the length of the requested leave, and the purpose for the leave. The request(s) shall be submitted to the Superintendent, and, while approval for such Association Leave will not be unreasonably withheld, the Superintendent shall have sole discretion to grant or deny specific requests.

2. Any Association member who is elected or appointed to the governing body of the Ohio Education Association (OEA) shall be granted leave to attend meetings of such bodies. Such leave shall not be counted as part of the Professional Leave, outlined in Article 16.D., above, and shall be without pay.
3. Other than arranging and paying for a substitute(s) to cover for the Association member(s) attending a meeting pursuant to Section G.2. above, the Board has no financial obligation for any expenses incurred by member(s) attending such meetings.
4. See form Appendix C.

H. Funeral Leave

Sick or personal leave may be used to attend a funeral, regardless of whether the funeral is for an immediate family member as defined under Article 16.A.4. If sick and personal leave are exhausted, a bargaining unit member will receive up to two (2) paid days for funeral leave in a given school year. In the event a bargaining unit member requires more than five (5) consecutive days of funeral leave, the bargaining unit member must provide the Superintendent with an explanation of the reasons for the extended leave.

ARTICLE 17. UNPAID LEAVES

A. Child Care Leave

1. Child care leave may be used in lieu of Sick Leave when any bargaining unit member has exhausted Sick Leave or when the bargaining unit member has determined that a transfer from Sick Leave to child care leave is necessary. A bargaining unit member who is pregnant or adopting a child of less than one (1) year of age may request of the Board (Appendix C) said leave without pay for a period of time mutually agreed upon by the bargaining unit member and the Board.
2. Upon return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience, and he/she will be returned to the same position, if available, or one for which the member is qualified.
3. Any bargaining unit member on an approved unpaid/partial paid leave shall be entitled to request in writing to the Board Treasurer and receive the right to be covered by any or all insurance selected by the bargaining unit member, provided the bargaining unit member pays to the Board Treasurer in advance each month the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the bargaining unit member upon termination of leave. Failure to make monthly payments on time will cause a loss of this coverage.

B. Family and Medical Leave

Bargaining unit members shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) the birth and/or care of a newborn child within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from

performing the functions of his/her job; and (5) a “qualified exigency.” Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a “single 12-month period” for “military caregiver leave.” For purposes of this section, “12-month period” is defined as “the 12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e., the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave. Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement.

C. Extended Leave of Absence

1. Upon written request of a bargaining unit member (Appendix C), the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional, or other purposes. Application shall be no later than March 1.
2. Upon written request of a bargaining unit member, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
3. Upon subsequent request, such leave may be renewed by the Board.
4. Upon return to service of a bargaining unit member at the expiration of a leave of absence, he/she shall be placed in the category which he/she was in prior to such leave.

D. Military Leave

As provided for in ORC 3319.14, Military Leave will be granted to bargaining unit members upon completion of the leave form (Appendix C). Benefits will be granted based upon the maximum allowed by law.

E. Unpaid Short Term Leave

1. With a ten (10) day prior notice to the Superintendent and the Principal, and subject to Superintendent pre-approval, bargaining unit members may, upon written request (Appendix C), take unpaid short term leave for periods not to exceed three (3) school days per year. Bargaining unit members may not use this leave contiguous with Thanksgiving, Christmas, and/or Spring break, etc.
2. The Superintendent’s pre-approval will not be unreasonably withheld.

3. The Superintendent may grant more leave in his/her sole discretion.

F. Fringe Benefits

Bargaining unit members on an unpaid approved leave of absence, except as provided in Article 17.B, above, shall be permitted to continue in all fringe benefits upon payment to the Board Treasurer of the amount of premiums monthly.

ARTICLE 18. PAYROLL

A. Paychecks

1. Wages shall be determined and administered in accordance with the salary schedule herein and shall be paid in twenty-four (24) equal payments.
2. Payday shall be the fifth (5th) and twentieth (20th) of each month and will include all additional hours worked as provided on time sheets. When a payday falls on a holiday or weekend day, paychecks will be distributed the preceding weekday that is not a bank holiday.
3. Direct deposit is mandatory for all bargaining unit members.
4. Additional pay, except base pay, shall be shown on pay stub.
5. Bargaining unit members will have paychecks deposited directly into the bank of their choice, on or before the date of payday. Each bargaining unit member will be provided an electronic paycheck stub.

B. Association Dues

1. Payroll deduction of Association and affiliate annual dues shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer submits to the Board Treasurer the names and amount to be deducted for each employee not later than September 15 annually. When an employee joins the Association, the Association Treasurer shall submit to the Board Treasurer proof of dues deduction authorization from the employee that will be considered ongoing subject to subparagraph 4 below. For any employee hired after September 15 of any year, payroll deduction of Association and affiliate annual dues shall be deducted equally from all remaining pays starting fifteen (15) calendar days after the employee begins work and the Association Treasurer presents the Board Treasurer with proof of authorization from the employee. While a bargaining unit member may withdraw consent for payroll deduction of Association and affiliate dues at any time, the District's obligation to withdraw the individual's annual dues shall be governed by subparagraph 4, below.

2. The Association is responsible for notifying the Board Treasurer where the payroll deduction is to be forwarded during this same period. In order to implement this Section, the Board Treasurer annually during the month of August and within three (3) calendar days of the hire date for employees hired after August will notify the Association President and the Association Treasurer of the names, assignment, and building of all staff represented by this bargaining unit.
3. Monies deducted shall be remitted to the Association within five (5) days of payday.
4. The Association represents to the Board that, per its union bylaws, union membership is considered annual for the period of September 1 through August 31, and that once an employee becomes a member of the Association the employee's membership shall continue year-to-year until the individual cancels his/her membership in accordance with union rules. If an employee cancels his/her membership after September 1 – by providing written notice to the Association Treasurer and Board Treasurer – the Board Treasurer shall deduct the remaining annual Association and affiliate dues from the employee's next pay that occurs at least two (2) weeks after the Board Treasurer receives the notice of cancellation.
5. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collections of Association dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Northwestern Local School District, its members, the Board Treasurer, the Superintendent, and all members of the administrative staff.

C. Political Action Deductions

Absent legislation to the contrary, the Board shall accept payroll deduction authorization for the Fund for Children and Public Education (FCPE) or such other OEA/NEA sponsored PAC fund designated by the Association (i.e., the Association may annually designate one PAC fund for the purposes of payroll deduction). Said deduction will be made from each paycheck and may be increased, reduced, added to, or dropped only one time each school year through written notice to the Board Treasurer.

D. Insurances

1. Insurance premiums owed by twelve (12) month employees will be equalized over all pays.
2. Less than twelve (12) month bargaining unit members' insurance premiums owed will be equalized over their number of pays.

E. Tests/Investigations of Current Bargaining Unit Members

Any costs of any FBI, BCI investigation and/or TB tests required by law of current bargaining unit members after shall be paid by the Board and performed at Board-approved agencies/facilities.

F. Annuities

1. Changing amount(s) of existing annuity(ies) requires written notice of fifteen (15) weekdays, excluding holidays.
2. Adding a new annuity not currently on the computer requires written notice of twenty (20) weekdays, excluding holidays.
3. The Board has the option to drop an annuity that has been inactive for twelve (12) months.
4. The number of annuities offered shall be limited to the capacity of the current computer program.

G. Purchasing Service Credit

To the extent permitted by law, deductions for purchasing service credit for the retirement system shall be allowed each pay.

H. Paycheck Deductions

1. If docking for a pay period exceeds one (1) day's pay during any one (1) pay period, the entire amount to be deducted shall be taken out at a rate not to exceed one (1) day per pay unless the docking is for an approved unpaid leave for recreational/vacation purposes, in which case the entire amount will be deducted from the current pay.
2. Any errors will be uniformly deducted over remaining pays.

ARTICLE 19. WAGES

Salary schedules shall be updated to show a two percent (2%) increase on the base effective July 1, 2021; a three percent (3%) increase on the base effective July 1, 2022; and a two percent (2%) increase on the base effective July 1, 2023.

In addition, the Board will pay an annual Insurance Bonus to the following individuals: bargaining unit members who were employed by the Board as of January 1, 2021, who purchased (i.e., participated in) the District's health insurance plan for the 2020-2021 school year, **and** who are employed by the Board on the date the annual Insurance Bonus is paid by the Board for a given year. The Insurance Bonus shall be five hundred dollars (\$500) for a person who held single health insurance coverage during the 2020-2021 school year, and one thousand dollars (\$1,000) for a person who held family health insurance coverage during the 2020-2021 school year. (If both spouses are employees of the Board, only the policy-holder who pays for the health insurance will receive the Insurance Bonus – in other words, if both spouses have a single plan, they each will receive the \$500 bonus, and, if they have a family plan, the spouse who pays for the family plan will receive the \$1,000 bonus.) The Insurance Bonus will be paid with the second pay of October of each year of this Agreement.

A. Wages

1. Wages shall be determined and administered in accordance with the schedules herein and shall be paid in twenty-four (24) equal payments. Deductions shall be distributed over all remaining paychecks. Paydays shall be the fifth (5th) and twentieth (20th) of each month. However, if a payday falls on a weekend or holiday, the payday shall be the preceding weekday that is not a bank holiday.
2. The 1.00 base rate is \$11.64 as of July 1, 2021; \$11.99 as of July 1, 2022; and \$12.23 as of July 1, 2023. The base rate shall be the rate paid all hourly workers, except as provided below for certain positions, where the base rate is multiplied by the Index number according to classification and experience.

B. Salary Schedules

SECRETARY BUILDING*

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.126	\$13.11	\$13.50	\$13.77
1	1.178	\$13.71	\$14.12	\$14.40
2	1.228	\$14.30	\$14.73	\$15.02
3	1.28	\$14.90	\$15.35	\$15.66
4	1.326	\$15.43	\$15.90	\$16.21
5	1.374	\$15.99	\$16.47	\$16.80
6	1.422	\$16.55	\$17.05	\$17.39
7	1.472	\$17.14	\$17.65	\$18.00
8	1.52	\$17.70	\$18.23	\$18.59
9	1.572	\$18.30	\$18.85	\$19.22
10	1.622	\$18.88	\$19.45	\$19.84
15	1.663	\$19.36	\$19.94	\$20.34
20	1.704	\$19.84	\$20.43	\$20.84
25	1.745	\$20.32	\$20.93	\$21.35

*A secretary holding an Associate's degree or higher will receive \$0.50 per hour additional compensation.

AIDES ASSOCIATES DEGREE OR 2 YEAR COLLEGE

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.1	\$12.80	\$13.19	\$13.45
1	1.166	\$13.58	\$13.98	\$14.26
2	1.232	\$14.34	\$14.77	\$15.07
3	1.292	\$15.05	\$15.50	\$15.81
4	1.35	\$15.72	\$16.19	\$16.51
5	1.38	\$16.07	\$16.55	\$16.88
6	1.41	\$16.41	\$16.90	\$17.24
7	1.44	\$16.76	\$17.26	\$17.61
8	1.47	\$17.12	\$17.63	\$17.98
9	1.5	\$17.46	\$17.99	\$18.35
10	1.532	\$17.83	\$18.36	\$18.73
15	1.573	\$18.31	\$18.86	\$19.24
20	1.615	\$18.80	\$19.36	\$19.75
25	1.656	\$19.28	\$19.86	\$20.25

AIDES

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.05	\$12.22	\$12.59	\$12.84
1	1.116	\$12.99	\$13.38	\$13.65
2	1.182	\$13.76	\$14.17	\$14.46
3	1.242	\$14.45	\$14.89	\$15.18
4	1.3	\$15.14	\$15.59	\$15.90
5	1.13	\$15.48	\$15.95	\$16.27
6	1.36	\$15.83	\$16.31	\$16.63
7	1.39	\$16.18	\$16.66	\$17.00
8	1.42	\$16.53	\$17.03	\$17.37
9	1.45	\$16.88	\$17.39	\$17.74
10	1.482	\$17.25	\$17.77	\$18.12
15	1.523	\$17.73	\$18.26	\$18.62
20	1.565	\$18.22	\$18.76	\$19.14
25	1.606	\$18.70	\$19.26	\$19.64

LIBRARY TECHNICIANS

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.1	\$12.80	\$13.19	\$13.45
1	1.166	\$13.58	\$13.98	\$14.26
2	1.232	\$14.34	\$14.77	\$15.07
3	1.292	\$15.05	\$15.50	\$15.81
4	1.35	\$15.72	\$16.19	\$16.51
5	1.38	\$16.07	\$16.55	\$16.88
6	1.41	\$16.41	\$16.90	\$17.24
7	1.44	\$16.76	\$17.26	\$17.61
8	1.47	\$17.12	\$17.63	\$17.98
9	1.5	\$17.46	\$17.99	\$18.35
10	1.532	\$17.83	\$18.36	\$18.73
15	1.573	\$18.31	\$18.86	\$19.24
20	1.615	\$18.80	\$19.36	\$19.75
25	1.656	\$19.28	\$19.86	\$20.25

REGULAR MAINTENANCE

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.356	\$15.79	\$16.26	\$16.59
1	1.4	\$16.30	\$16.79	\$17.12
2	1.442	\$16.79	\$17.29	\$17.64
3	1.49	\$17.35	\$17.87	\$18.23
4	1.532	\$17.83	\$18.36	\$18.73
5	1.574	\$18.32	\$18.87	\$19.25
6	1.618	\$18.84	\$19.40	\$19.79
7	1.66	\$19.33	\$19.91	\$20.31
8	1.702	\$19.81	\$20.40	\$20.81
9	1.744	\$20.30	\$20.91	\$21.33
10	1.786	\$20.79	\$21.41	\$21.84
15	1.827	\$21.27	\$21.91	\$22.34
20	1.868	\$21.75	\$22.40	\$22.85
25	1.909	\$22.23	\$22.89	\$23.35

BUILDING CUSTODIAN

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.308	\$15.23	\$15.69	\$16.00
1	1.35	\$15.72	\$16.19	\$16.51
2	1.392	\$16.21	\$16.69	\$17.03
3	1.44	\$16.76	\$17.26	\$17.61
4	1.482	\$17.25	\$17.77	\$18.12
5	1.524	\$17.74	\$18.27	\$18.64
6	1.568	\$18.26	\$18.81	\$19.18
7	1.61	\$18.74	\$19.30	\$19.69
8	1.652	\$19.23	\$19.80	\$20.20
9	1.694	\$19.72	\$20.31	\$20.71
10	1.736	\$20.21	\$20.81	\$21.23
15	1.777	\$20.69	\$21.31	\$21.73
20	1.818	\$21.17	\$21.80	\$22.24
25	1.859	\$21.64	\$22.29	\$22.74

CUSTODIAN

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.008	\$11.73	\$12.08	\$12.32
1	1.052	\$12.25	\$12.62	\$12.87
2	1.092	\$12.71	\$13.09	\$13.35
3	1.132	\$13.18	\$13.57	\$13.85
4	1.172	\$13.65	\$14.06	\$14.34
5	1.214	\$14.14	\$14.56	\$14.85
6	1.254	\$14.60	\$15.03	\$15.33
7	1.294	\$15.07	\$15.52	\$15.83
8	1.334	\$15.52	\$15.99	\$16.31
9	1.374	\$15.99	\$16.47	\$16.80
10	1.414	\$16.46	\$16.96	\$17.30
15	1.455	\$16.94	\$17.45	\$17.80
20	1.496	\$17.41	\$17.93	\$18.29
25	1.537	\$17.89	\$18.43	\$18.80

MAINTENANCE ASSISTANT & GROUNDSKEEPER

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.578	\$18.37	\$18.92	\$19.30
1	1.62	\$18.86	\$19.43	\$19.81
2	1.662	\$19.35	\$19.93	\$20.33
3	1.71	\$19.91	\$20.51	\$20.92
4	1.752	\$20.40	\$21.01	\$21.43
5	1.794	\$20.88	\$21.51	\$21.94
6	1.838	\$21.40	\$22.04	\$22.48
7	1.88	\$21.89	\$22.55	\$23.00
8	1.922	\$22.38	\$23.05	\$23.51
9	1.964	\$22.87	\$23.55	\$24.03
10	2.006	\$23.35	\$24.05	\$24.53
15	2.047	\$23.83	\$24.54	\$25.03
20	2.088	\$24.31	\$25.04	\$25.54
25	2.129	\$24.79	\$25.53	\$26.04

HEAD COOK

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.162	\$13.53	\$13.93	\$14.21
1	1.202	\$13.99	\$14.41	\$14.70
2	1.244	\$14.48	\$14.92	\$15.22
3	1.284	\$14.94	\$15.39	\$15.70
4	1.324	\$15.41	\$15.87	\$16.19
5	1.364	\$15.88	\$16.36	\$16.68
6	1.404	\$16.34	\$16.83	\$17.17
7	1.444	\$16.81	\$17.31	\$17.66
8	1.484	\$17.28	\$17.80	\$18.15
9	1.524	\$17.74	\$18.27	\$18.64
10	1.564	\$18.21	\$18.75	\$19.13
15	1.604	\$18.68	\$19.24	\$19.62
20	1.646	\$19.17	\$19.74	\$20.14
25	1.687	\$19.64	\$20.22	\$20.63

COOK

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.008	\$11.73	\$12.08	\$12.32
1	1.052	\$12.25	\$12.62	\$12.87
2	1.092	\$12.71	\$13.09	\$13.35
3	1.132	\$13.18	\$13.57	\$13.85
4	1.172	\$13.65	\$14.06	\$14.34
5	1.214	\$14.14	\$14.56	\$14.85
6	1.254	\$14.60	\$15.03	\$15.33
7	1.294	\$15.07	\$15.52	\$15.83
8	1.334	\$15.52	\$15.99	\$16.31
9	1.374	\$15.99	\$16.47	\$16.80
10	1.414	\$16.46	\$16.96	\$17.30
15	1.455	\$16.94	\$17.45	\$17.80
20	1.496	\$17.41	\$17.93	\$18.29
25	1.537	\$17.89	\$18.43	\$18.80

DISHWASHER

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	0.762	\$8.87	\$9.14	\$9.32
1	0.784	\$9.13	\$9.40	\$9.59
2	0.806	\$9.38	\$9.67	\$9.86
3	0.827	\$9.63	\$9.92	\$10.12
4	0.849	\$9.88	\$10.18	\$10.38
5	0.87	\$10.13	\$10.43	\$10.64
6	0.893	\$10.39	\$10.71	\$10.92
7	0.914	\$10.64	\$10.96	\$11.18
8	0.936	\$10.89	\$11.22	\$11.44
9	0.958	\$11.15	\$11.48	\$11.71
10	0.98	\$11.40	\$11.75	\$11.98
15	1.021	\$11.88	\$12.24	\$12.48
20	1.062	\$12.36	\$12.73	\$12.99
25	1.103	\$12.84	\$13.23	\$13.49

EMIS

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.172	\$13.65	\$14.06	\$14.34
1	1.228	\$14.30	\$14.73	\$15.02
2	1.28	\$14.90	\$15.35	\$15.66
3	1.33	\$15.48	\$15.95	\$16.27
4	1.374	\$15.99	\$16.47	\$16.80
5	1.422	\$16.55	\$17.05	\$17.39
6	1.472	\$17.14	\$17.65	\$18.00
7	1.522	\$17.72	\$18.25	\$18.61
8	1.572	\$18.30	\$18.85	\$19.22
9	1.622	\$18.88	\$19.45	\$19.84
10	1.672	\$19.46	\$20.05	\$20.45
15	1.713	\$19.94	\$20.54	\$20.95
20	1.754	\$20.42	\$21.03	\$21.45
25	1.795	\$20.90	\$21.53	\$21.96

TRANSPORTATION AIDE

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	0.862	\$10.04	\$10.34	\$10.54
1	0.932	\$10.85	\$11.18	\$11.40
2	0.988	\$11.51	\$11.85	\$12.09
3	1.042	\$12.13	\$12.49	\$12.74
4	1.082	\$12.60	\$12.97	\$13.23
5	1.112	\$12.94	\$13.33	\$13.60
6	1.162	\$13.53	\$13.93	\$14.21
7	1.202	\$13.99	\$14.41	\$14.70
8	1.242	\$14.45	\$14.89	\$15.18
9	1.282	\$14.92	\$15.37	\$15.68
10	1.322	\$15.39	\$15.85	\$16.17
15	1.363	\$15.87	\$16.35	\$16.67
20	1.4	\$16.30	\$16.79	\$17.12
25	1.455	\$16.82	\$17.32	\$17.67

BUS DRIVER

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.475	\$17.14	\$17.65	\$18.00
1	1.514	\$17.63	\$18.15	\$18.52
2	1.554	\$18.09	\$18.64	\$19.01
3	1.594	\$18.55	\$19.11	\$19.49
4	1.636	\$19.04	\$19.61	\$20.01
5	1.674	\$19.49	\$20.08	\$20.48
6	1.714	\$19.95	\$20.55	\$20.96
7	1.754	\$20.42	\$21.03	\$21.45
8	1.796	\$20.91	\$21.54	\$21.97
9	1.838	\$21.40	\$22.04	\$22.48
10	1.88	\$21.89	\$22.55	\$23.00
15	1.921	\$22.36	\$23.03	\$23.49
20	1.962	\$22.84	\$23.52	\$23.99
25	2.004	\$23.33	\$24.03	\$24.51

BUS MECHANIC CLASS #1

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.522	\$17.72	\$18.25	\$18.61
1	1.594	\$18.55	\$19.11	\$19.49
2	1.67	\$19.44	\$20.02	\$20.42
3	1.746	\$20.33	\$20.94	\$21.36
4	1.82	\$21.19	\$21.82	\$22.26
5	1.898	\$22.09	\$22.76	\$23.21
6	1.974	\$22.98	\$23.67	\$24.14
7	2.052	\$23.89	\$24.61	\$25.10
8	2.126	\$24.75	\$25.49	\$26.00
9	2.198	\$25.59	\$26.36	\$26.89
10	2.27	\$26.43	\$27.22	\$27.77
15	2.311	\$26.91	\$27.71	\$28.27
20	2.352	\$27.38	\$28.20	\$28.76
25	2.393	\$27.86	\$28.69	\$29.27

BUS MECHANIC CLASS #2

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	1.82	\$21.19	\$21.82	\$22.26
1	1.898	\$22.09	\$22.76	\$23.21
2	1.974	\$22.98	\$23.67	\$24.14
3	2.052	\$23.89	\$24.61	\$25.10
4	2.126	\$24.74	\$25.48	\$25.99
5	2.198	\$25.59	\$26.36	\$26.89
6	2.28	\$26.54	\$27.34	\$27.88
7	2.354	\$27.41	\$28.23	\$28.79
8	2.428	\$28.26	\$29.11	\$29.69
9	2.502	\$29.13	\$30.01	\$30.61
10	2.576	\$29.99	\$30.89	\$31.51
15	2.617	\$30.47	\$31.38	\$32.01
20	2.658	\$30.95	\$31.88	\$32.51
25	2.699	\$31.42	\$32.36	\$33.01

BUS MECHANIC CLASS #3

<u>EXP</u>	<u>INDEX</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
0	2.28	\$26.29	\$27.07	\$27.62
1	2.354	\$27.41	\$28.23	\$28.79
2	2.428	\$28.26	\$29.11	\$29.69
3	2.502	\$29.13	\$30.01	\$30.61
4	2.658	\$30.95	\$31.88	\$32.51
5	2.734	\$31.82	\$32.78	\$33.43
6	2.734	\$31.82	\$32.78	\$33.43
7	2.734	\$31.82	\$32.78	\$33.43
8	2.806	\$32.66	\$33.64	\$34.31
9	2.88	\$33.53	\$34.53	\$35.22
10	2.954	\$34.38	\$35.42	\$36.12
15	2.995	\$34.86	\$35.91	\$36.63
20	3.036	\$35.34	\$36.40	\$37.13
25	3.077	\$35.82	\$36.90	\$37.64

FIELD TRIP RATE

<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
\$17.14	\$17.65	\$18.00

C. Placement

1. Bargaining unit members promoted into a job classification in a different job category will be placed at Step 0 or the lowest step on the higher classification schedule that provides the bargaining unit member with a wage increase. Bargaining unit members who are promoted from one (1) job classification into another within the same job category will be moved laterally to the same step on the classification schedule.
2. A bargaining unit member who is demoted or who moves into a lower job classification as a result of a layoff, will be placed on the highest step previously attained in the lower classification or an equal step in the lower classification to that step held in the higher classification, whichever is greater.

D. Higher Classification Pay

If a bargaining unit member is temporarily assigned the duties of a higher rated classification, such bargaining unit member shall be paid the rate of the higher classification at the same step as the assigned bargaining unit member.

E. Call-Out Pay

If a bargaining unit member is called-out to work outside of his/her regularly scheduled hours, said bargaining unit member shall be granted a minimum of one (1) hour pay at the appropriate rate.

F. Extra Hour Documentation

Time reports for hours worked beyond the regularly scheduled hours and absence reports shall be turned in regularly and acted upon in the appropriate paycheck.

G. Tests/Investigations of Current Bargaining Unit Members

Any costs of any BCI investigation and/or TB tests required by law of current bargaining unit members shall be paid by the Board and performed at Board approved agencies/facilities.

ARTICLE 20. OTHER INCOME

A. Mileage

1. The mileage rate will be the highest rate permitted by the IRS for mileage reimbursement without incurring income to the employee, rounded to the next lowest cent per mile.
2. Mileage will be paid for any mileage incurred when:
 - a. attending meetings required by the Administration or County Office; and
 - b. any travel on behalf of the District.

B. Severance Pay and Retirement Incentive

1. Severance Pay

Every bargaining unit member shall be granted severance pay, upon official retirement under a state retirement system, or upon resignation for a bargaining unit member who worked for twenty (20) or more years for the Board, in the amount of one-fourth (1/4th) of all unused Sick Leave up to a maximum of sixty-five (65) days. No fractional time in the accumulated Sick Leave [any part of four (4)] will be considered in making this calculation. This is a one-time payment. A bargaining unit member who is retiring under a state retirement system must receive official notification from the respective retirement system and the first check before the Board Treasurer will issue severance pay due. A bargaining unit member who is retiring under a state retirement system must complete the retirement process within nine (9) months of his/her retirement being accepted by the Board to be eligible for severance pay. All severance pay will be deposited into a 403B account with AIG Valic on behalf of the retiree. A retiree who has not attained age 55 upon retirement may make other arrangements. All severance pay will be paid within 75 days of official retirement.

2. The Article 20 Retirement Incentive will be considered part of Severance.

3. Retirement Incentive / Recognition of Service

- a. In addition to any other compensation or severance pay, the Board shall pay an additional sum equal to severance pay to any bargaining unit member who retires in the year he/she first becomes eligible to retire, or upon resignation after having worked for twenty (20) or more years for the Board. Notice shall be in writing to the Board Treasurer no later than May 1 of the year he/she retires/resigns.

- b. First year of eligibility, for the purpose of this Section, includes both the first year a bargaining unit member is eligible to retire under SERS and the year in which a bargaining unit member reaches thirty (30) years of service for SERS purposes (i.e. if the member becomes/is eligible under the "55/25 Rule" and does not take the incentive, he/she will have another chance to take the incentive at thirty (30) years). For members with less than 25 years of service on August 1, 2017, the first year of eligibility includes both the first year the member is eligible for reduced benefits under SERS (age 62 with 10 years or age 60 with 25 years), and/or the first year in which the member is eligible for full benefits (age 67 with 10 years or age 57 with 30 years.)

4. **Retirement Notification Bonus**

A bargaining unit member who provides the Board with notice of his/her resignation for retirement purposes no later than January 31 will receive a retirement notification bonus of Two Hundred Fifty Dollars (\$250.00). The bonus under this Paragraph B.4. is not available to bargaining unit members who receive a retirement incentive under Paragraph B.3., above.

C. **SERS Pick-Up**

The Board agrees to pick-up (assume and pay) contributions to the State Employees Retirement System (SERS) on behalf of the bargaining unit member at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be equal to that assessed by SERS of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board;
2. The pick-up percentage shall apply uniformly to all bargaining unit members;
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up; and
4. The pick-up shall apply to all compensation including supplemental earnings.

ARTICLE 21. INSURANCES

A. **Hospitalization and Surgical Insurance**

The Board will provide medical insurance comparable to the Plan described in Appendix E.

1. The Board will pay eighty-five percent (85%) of the single or family plan coverage PPO with coverages listed herein. If both spouses are employed by the Board, then the Board shall pay eighty-five percent (85%) of either two (2) single or one (1) family plan coverage.

When the Board experiences a premium holiday, employees will also receive a premium holiday such that they will not have to pay the monthly premium for that month (as has been the past practice).

2. The Board shall implement a Section 125 Plan with regard to premium payments.
3. The Board shall allow employees to elect to participate in dependent care and medical care Flexible Spending Accounts (FSAs) according to IRS regulations, the administrative cost of which shall be paid by the Board.
4. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with processing claims and answering questions. In lieu of an on-site claims representative, a toll-free contact may be provided.

5. Enrollment

Upon initial employment or other Qualifying Event, and annually thereafter during the open enrollment month of June, employees may elect coverage.

The Summary of Benefits and Coverage will be included in Appendix E.

B. Preferred Provider - Prescription Drugs

The Board will provide prescription drug insurance comparable to the Plans described in Appendix E.

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

C. Life Insurance

1. The Board will provide and pay premium for a Seventy Thousand Dollar (\$70,000) Term Life Insurance Policy including Accidental Death and Dismemberment for each full time certificated/licensed bargaining unit member. Bargaining unit members may purchase additional term life insurance at the Board rate, if approved by the carrier.
2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

D. Dental Insurance

Single and family coverage dental insurance of no less coverage than the coverages below will be provided and the Board will pay (85%) for single or family plan. The coverage may be increased so long as the cost of the premium does not increase.

1. Class I - Preventative: 100% No Deductible
Class II - Minor Restorative: 80% Deductible
Class III – Dentures/Major Restorative: 50% Deductible
Class IV - Orthodontics with a \$750.00 lifetime limit per person, 50% Deductible
2. There is an annual insurance payment limit of One Thousand Dollars (\$1,000) for Classes I, II, and III, combined.

E. Liability Insurance

1. The Board agrees to purchase a Liability Insurance Plan for each bargaining unit member that is eligible.
2. The Board, under Ohio's Sovereign Immunity Law (ORC 2744), shall assume liability incurred by a bargaining unit member while acting in the scope of his/her employment.

F. Prorated Insurance

Bargaining unit members who were employed prior to August 1, 1994 or employed on or after that date and who are regularly scheduled to work thirty (30) hours or more per week shall receive one hundred percent (100%) of the benefits listed in this Article. Bargaining unit members employed on or after August 1, 1994 and who are regularly scheduled to work less than thirty (30) hours per week shall have the Board's share of premiums prorated

on a weekly basis based on a ratio to thirty (30) [e.g., 25 hours per week = 5/6th or approximately 83% of the Board's contribution for full benefits.]

ARTICLE 22. LIABILITY SETTLEMENTS

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party and the settlement is without the express written approval of the affected bargaining unit member, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the bargaining unit member's record.

ARTICLE 23. NOTIFICATION OF SUPERVISOR

Bargaining unit members will be notified at the beginning of this Contract or their employment, whichever is later, as to their immediate supervisor. Should any change occur, he/she will be notified of such change.

ARTICLE 24. JOB DESCRIPTIONS

Upon initial employment or following any revision to an existing job description, the bargaining unit member will be provided with the applicable job description that would include specific duties a bargaining unit member is expected to perform and indicate his/her Immediate Supervisor. The bargaining unit member shall sign the job description. The signature of the bargaining unit member will establish conclusively that the bargaining unit member has received the job description. The Association and affected bargaining unit members will have the opportunity for input into any revisions to existing job descriptions or the development of job descriptions for new positions. However, the final job descriptions will be developed by the Administration subject to Board approval and the parties agree that any substantial change that affects hours or wages shall be negotiated prior to implementing the new job description. Job descriptions shall be available on the District website.

ARTICLE 25. SUBSTITUTES

- A. No substitute will fill a position for more than sixty (60) consecutive workdays. This will not apply to positions where bargaining unit members are on an approved leave.
- B. Substitute bus drivers, who have not been previously certified, must submit receipts and will be reimbursed any and all expenses related to obtaining necessary CDL and Ohio Pre-Service Bus Driver Training by the Board of Education following two (2) continuous years of employment in the Northwestern Local Schools provided all training is through a provider approved by the Board.
- C. Regular employees shall be used, if at all possible, before obtaining outside substitutes.

- D. The Superintendent's Executive Secretary will maintain an updated list(s) of substitutes through an online spreadsheet/database that includes notes concerning substitutes' qualifications/experience.

ARTICLE 26. CPR / FIRST AID TRAINING

- A. Any bargaining unit members who are required by the State of Ohio to take CPR training or Basic First Aid training shall either have the course provided by the Board or the costs of the course and books paid for by the Board at Board option.
- B. Other bargaining unit members will be permitted to attend such training provided by the Board, except that no wages will be paid unless only offered during scheduled work time.

ARTICLE 27. AIDES/TECH

- A. **Pay for Computer Training**

The cost of computer training will be paid by the Board if computers are made part of the job or are required to be used.

- B. **Supplies**

Subject to administrative approval, aides will be permitted to requisition necessary supplies.

- C. **Days**

In addition to the student days for which they are scheduled, all Aides/Techs in the bargaining unit will be employed two (2) additional days. Reporting time on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the Aide/Tech's ordinary schedule.

- D. **Local Professional Development Committee**

The District's Local Professional Development Committee (LPDC) shall oversee Paraprofessionals' qualifications, requirements, and status.

- E. **Library Techs**

If the Library Tech is assigned by the Principal or his/her designee to cover a class for an absent teacher during the day, the library will be closed unless the Library Tech decides he/she can keep the library open and still maintain appropriate discipline and library functioning.

F. Midday/Recess Coverage

Bargaining unit members whose regular assignments are to positions other than aide positions and who are available and interested in assisting with midday and recess coverage will be scheduled on an as-needed basis. Those members who perform this work will be paid an hourly rate consistent with their years of experience covering midday and recess needs, per the “Aides” salary schedule (i.e., a driver with 10 years of experience, but only 2 years of experience providing midday/recess coverage will be paid at Step 2 starting with the 3rd year in which the member is scheduled for such coverage). Members will have no contract or seniority rights to such as-needed coverage or for any aide vacancy nor will the additional hours be factored into eligibility for benefits or factored into personal leave or sick leave accrual/usage calculations. Any reduction in a member’s hours due to the lack of being scheduled for such coverage will not be subject to Article 12 (Seniority, Reduction in Force and Recall). Further, Article 9 (Vacancy and Transfer) will not apply to midday/recess coverage assignments.

ARTICLE 28. CAFETERIA

A. Towel Cleaning

Washing towels, except on District time at a District-owned location, will not be required.

B. Evaluation

Evaluations will be completed by the Food Service Supervisor with input from the Principal.

C. Notification of Field Trips and Pizza Parties

The scheduling of field trips, parties, or other activities that include meals will include a routine requirement to provide advance notice to the lunchroom managers in order to reduce the costs of extra meal preparation.

D. Kitchen Usage for Outside Activities

All activities utilizing kitchen equipment not including serving lines and sinks will require a Cook on duty. Cooks in schools being utilized will have the first right of refusal beginning with the Head Cook. If the specific building Cooks refuse, the job will be open to other District Cooks on a rotating basis, beginning each year with the most senior Cook. If there is no acceptance, substitute Cooks may then be employed.

E. Days

In addition to the student days for which they are scheduled, all cafeteria workers in the bargaining unit will be employed two (2) additional days. Reporting time on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the Cafeteria Worker's ordinary schedule.

ARTICLE 29. CUSTODIAL

A. Building Functions

When a custodian is not otherwise regularly scheduled in a building where an activity occurs, a custodian shall be assigned to work necessary hours, if needed, in connection with all student extracurricular activities and/or when a building is rented and/or utilized by an outside organization.

B. Night Radios

Bargaining unit members assigned work after regular school hours will be provided with a portable two-way radio.

C. Maintenance Work

Custodians will only be required to perform routine maintenance and will defer repair maintenance to a maintenance person.

D. Winter Building Checks

If needed, each building will be checked daily when the outside temperature is fifteen (15) degrees or lower. Custodians will be paid a minimum of one (1) hour for each day that this duty is performed.

E. Kitchen Cleaning

Kitchen floors in each kitchen shall be stripped and waxed once a year. Overhead vents in kitchens shall be steam cleaned and vacuumed every month in use. Additional hours may be added to custodial staff for this purpose or schedules shall be rearranged by the Building Administrator.

F. Days for Nine (9) Month Custodians

In addition to the student days for which they are scheduled, all nine (9) month Custodians in the bargaining unit will be employed two (2) additional days. Reporting times on the two (2) additional days are to be determined by the Supervisor, with total hours per day consistent with the nine (9) month Custodian's ordinary schedule.

G. Building Overtime

All overtime within a building will be allotted on a rotating basis, starting each fiscal year with the most senior Building Custodian, and continuing through the ranks of Building Custodians and Custodians. Failure to accept an offer of over time forfeits that turn in rotation.

H. Job Duty Distribution and Prioritization

Each Building Principal shall be responsible for creating and updating a duty list for the Custodians in his/her building. Prior to creating or updating the duty list, the Principal shall seek input from affected custodial staff. The duty list shall indicate which duties are for the day or night Custodians, which are shared duties, and shall prioritize duties.

ARTICLE 30. CLERICAL

A. Securing Replacements

Secretaries shall not be required to secure substitutes for teachers outside his/her regular work hours.

B. Building Responsibility

In the absence of the building administration, bargaining unit members shall not be held accountable for administration or supervision of the building. The Principal shall inform the building secretary of who is in charge in his/her absence.

C. EMIS Training

If EMIS entry is required, there shall be training provided regarding EMIS and the bargaining unit members shall be paid his/her hourly wage while at training.

D. Days

1. All Elementary clerical employee(s) will be employed 206 days. Reporting time on the days that fall outside the school year are to be determined by the Supervisor with the total hours per day consistent with the school year schedule.
2. One Middle School clerical employee will be employed 206 days. One Middle School clerical employee will be employed 184 days. Reporting time on the days that fall outside of the school year are to be determined by the Supervisor with the total hours per day consistent with the school year schedule.
3. Three (3) High School clerical employees will be employed 205 days. Reporting time on the days that fall outside the school year are to be determined by the

Supervisor with the total hours per day consistent with the school year schedule. Additional days can be approved on an “as needed” basis and will be paid at the employee’s per diem rate.

4. By mutual agreement between the clerical employee(s) and the supervisor, additional workdays can be scheduled beyond the days set forth above to meet the needs of a particular building. The Association President will be notified of any additional days worked by clerical employee(s).

ARTICLE 31. TRANSPORTATION

A. Field Trips

1. With the exception of trips required for golf practice, field trips, including trips involving school van(s), will be offered to drivers on a seniority rotation basis. For any extra trip that conflicts with a driver’s regular afternoon elementary route, the trip(s) will be offered to the most senior drivers in the rotation for that day (up to two), with any remaining field trips being assigned by the Transportation Supervisor to substitute drivers. Should there be an insufficient number of substitute drivers for the remaining trip(s), the remaining trips will then be offered to regular drivers based upon their seniority in the rotation. A substitute shall be obtained for the regular route by the driver, unless the trip is offered with less than seventy-two (72) hours’ notice, in which case the Transportation Supervisor will fill the route. Such seniority rotation shall commence with the most senior driver to the least senior driver, then back to the most senior driver, etc.; the next round resumes with the next driver in seniority who was awarded the last trip for that round. No driver who has successfully bid on and been awarded a field trip shall assign that trip to another driver, but must return the trip to the Supervisor to be reassigned. If a reassignment is made within seventy-two (72) hours of a trip, it may be filled in any way the Transportation Supervisor deems appropriate.
2. Interested drivers should sign and number trips, in order of preference, for each roster for field trips. The Transportation Supervisor shall assign trips for each lot of field trips by seniority rotation, by driver’s order of preference. Such seniority rotation shall commence with the most senior driver to the least senior driver, then back to the most senior driver, etc. The rotation will commence on the next lot of field trips where the last rotation ended. The field trip roster shall be posted in a conspicuous place in the bus garage for observation by the drivers for a minimum of forty-eight (48) hours prior to trip assignments. Ordinarily, field trips will be posted for bid the first workday of the month prior to the scheduled trips. Except as provided in paragraph 1 above, certified volunteer van drivers or sub drivers may not be used for field trips (except for golf practice trips) unless no other regular driver is available and interested in the trip, except in cases of last minute changes or emergencies when a driver is needed on a short notice of less than seventy-two (72) hours. Such trips shall be assigned by the Transportation Supervisor at his/her

discretion. Administrators/coaches/teachers will be directed to submit requests for field trips as soon as possible.

3. Except for trips involving the school van(s), drivers shall be paid based upon the field trip rate listed in the salary schedule for field trips from the time the driver commences the Pre-Trip Inspection of the bus to the time that the bus is returned to storage and completion of the Post-Trip Inspection. Drivers shall arrive for a field trip fifteen (15) minutes before departure time to allow for loading. If the field trip overlaps the regular working hours of the driver, a substitute will be obtained for that portion of the route that the regular driver is on the field trip. For trips involving the school van(s), the field trip rate will only be paid for Pre and Post-Trip inspection and actual driving time.
4. Except for trips involving the school van(s) that are compensated for Pre- and Post-Trip Inspection and actual driving time as set forth in paragraph 5, below, those field trips that overlap or are adjacent to regular hours will be paid at the field trip rate for those hours outside of regular hours. All field trips that do not overlap with and do not immediately precede or follow regular route time shall be paid a minimum of two (2) hours. For any regular hours not part of the scheduled field trip, the bargaining unit member shall report to his/her supervisor to be assigned work for that time. Examples of how to apply the two (2) hour minimum on a field trip:
 - a. Regular route is 2:00 PM to 5:00 PM. Field trip is 3:00 PM to 6:00 PM. Driver reports to Supervisor at 2:00 PM for assigned work from 2:00 PM to 3:00 PM. Driver receives three (3) hours regular route pay from 2:00 PM to 5:00 PM and one (1) hour pay at field trip rate.
 - b. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:00 PM to 2:15 PM. If driver is able to run regular route, then driver receives one (1) hour field trip pay and three (3) hours at regular route pay. If driver is not able to run the first part of the afternoon route, then driver will report to Supervisor for assigned duties. Driver receives one (1) hour field trip pay and three (3) hours regular route pay.
 - c. Regular route is 6:00 AM to 9:00 AM. Field trip is 9:00 AM to 9:30 AM. Driver receives one-half (1/2) hour field trip pay and three (3) hours regular route pay.
 - d. Regular route is 6:00 AM to 9:00 AM. Field trip is 7:45 AM to 10:00 AM. Assuming driver ran first half of morning route, driver receives three (3) hours' regular route pay and one (1) hour field trip pay.
 - e. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:30 PM to 2:00 PM. Driver receives one-half (1/2) hour field trip pay and three (3) hours regular route pay.

- f. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:00 PM to 8:00 PM. Driver receives four (4) hours' field trip pay and three (3) hours regular route pay.
- 5. Field Trips in which the school van(s) will be used will be posted, with the exception of golf practice trips. Where the Pre- and Post-Trip Inspection and actual driving time overlap with the driver's regular route, the driver will be paid his/her regular driving rate. Where that time does not overlap with the driver's regular route, the driver will be paid the field trip rate. Notwithstanding any other provision in this Article 31, there is no two (2) hour minimum guarantee or cancellation payment for field trips involving the school van(s). School van(s) will be assigned where the trip involves seven (7) or fewer students. Where a regular driver is not available for a trip involving a school van, a certified volunteer van driver or sub driver may be used. If the field trip will result in the certified volunteer van driver working in excess of 12 hours (combined work/driving time), and a regular driver is not available, a sub driver will be used. Any unforeseen circumstances will be resolved via mutual agreement.

B. Cancelled Field Trips

Drivers who are scheduled to perform services beyond their regular work schedule where the additional services do not immediately precede or follow the regular work schedule shall receive a minimum of two (2) hours' pay if the trip is cancelled less than one (1) hour prior to the scheduled departure.

C. Cleaning Tools

The Board will provide a set of cleaning tools for each bus, and the driver of that bus will care for the tools. Tools to include: broom, window scraper, squeegee, detergent for washing, and window cleaner.

D. Meetings/Inservice

Where bargaining unit members are required to attend group meetings outside their normal working hours, they shall be compensated at their regular rate of pay.

E. Roster Time

Drivers will be paid six (6) hours straight time pay for work associated with initial roster – including reviewing the roster, calling parents to notify them of estimated pick-up/drop-off times, updating the master map with the stops for the year, driving the route, inputting students' names into the system, and mapping/drawing out the route for use by substitutes. Drivers must submit a completed timecard to the Transportation Supervisor to receive this pay.

F. Route Assignment

Vacant, new, and additional routes that occur at the beginning of the school year are filled by classification seniority as the sole criteria, except to the extent that if a bus is to be kept at the driver's home, then location of the driver's home to the location of the route will be an additional criteria. Vacant, new, and additional routes that occur after the beginning of the school year will be filled by a new hire or a long-term substitute per Article 9. The route will then be bid for the next school year.

G. Two-Way Radios

The Board shall provide and maintain two-way radios on all buses for safety purposes.

H. Pay for Travel To/From Service

All bus drivers will be compensated at their regular route rate hourly rate for the time involved in driving to and from a service agency in or outside the Northwestern Local School District. A time sheet for actual time involved is to be turned in by the bus driver in each case. This includes being paid for travel time to and from as well as waiting time.

I. Telephone Lists

The Director of Transportation shall provide to all drivers a list of numbers of those in the Administration who can be called in the event the driver has an emergency.

J. Summer Bus Cleaning

Bus drivers are required to clean their buses in the summer and shall be compensated for up to six (6) hours at their regular bus driver route rate. Cleaning must be completed within two (2) weeks of the last day of school. Drivers who do not wish to clean their buses shall notify the Transportation Supervisor who will make arrangements for their buses to be cleaned by other bus drivers. No employee shall receive so many extra hours of bus cleaning assignments as to qualify for overtime compensation. Salary for any employee cleaning a bus under this arrangement will be paid at the rate of the driver whose bus is cleaned. If bus inspections by the Ohio Department of Transportation are scheduled during the school year, drivers are required to clean their buses following the same procedure that is in place for summer bus cleaning. Drivers shall be compensated for cleaning their bus for school year ODOT inspections at the same rate as they would be for summer bus cleaning.

A manual of cleaning expectations/duties will be developed by the Transportation Supervisor and given to all drivers prior to September 1 of each school year.

K. Regular Employee Sub Rate

Regular drivers who sub for another driver shall be paid his/her regular rate of pay.

L. Type of Vehicle

Drivers will be paid his/her regular rate regardless of type of vehicle operating.

M. Pay for CDL and CDL Renewal

The Board will reimburse bargaining unit members required to have a Commercial Driver's License for employment, the difference in cost of a Commercial Driver's License renewal over that of a regular operator's license renewal.

N. Safety Training

Drivers will be provided first aid and safety training in an effort to protect the safety and health of students.

O. Emergency Situations

The District will respond to emergency situations when requested by the driver because health and safety is at risk. Drivers are cautioned to respond prudently and appropriately to the many and varied situations that they face.

P. Pre-School Transportation Aides

A Transportation Aide shall be aboard any bus that has ten (10) or more preschool children aboard on a regular basis.

Q. Disability Transportation Aides

A Transportation Aide shall be aboard any bus that transports on a regular basis three (3) or more students with disabilities who display severe behaviors.

R. Transportation Aides

Transportation Aides will be provided CPR/First Aid and safety training in an effort to protect the safety and health of students.

S. On Board Instructor (OBI)

The OBI instructor will be paid a premium rate of four dollars and twenty-five cents (\$4.25) above their current driver rate when training or recertifying drivers. Time will be approved by the Transportation Supervisor.

T. Abstracts

The Board will pay for all **driving** abstracts required by the Board, and a copy will be provided to the bargaining unit member upon request.

U. Days

In addition to the student days for which they are scheduled, all drivers in the bargaining unit will be employed two (2) additional days. Reporting times on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the driver's ordinary schedule.

V. Routes

1. The bus routes and times shall be established by October 1 and verified by the Transportation Supervisor.
2. The Transportation Supervisor may if necessary reassign the bus(es)/ vehicle(s) that are assigned to drivers. This should only take place at the beginning of the school year if at all possible, to avoid confusion.

W. Inclement Weather

On days of inclement weather, as determined by the Transportation Supervisor, drivers will be permitted to work up to fifteen (15) extra minutes for their pre-trip routine.

X. Inspection Forms

Drivers shall turn in post-trip inspection forms by the end of the driver's regular route and workday if the trip ends prior to 5:00 p.m. For field trips that extend beyond the end of the regular workday, (i.e., after 5:00 p.m.) drivers may do the post-trip inspection the following workday morning and will turn in post-trip inspection forms the next workday morning before the driver's regular route.

Y. Unused Personal Leave

In order to encourage drivers not to use Personal Leave in an effort to minimize the need for substitute drivers and improve the safety, security and welfare of our students, drivers will be reimbursed at their regular rate of pay for any unused Personal Leave. The payment will be included in the driver's first pay in July.

ARTICLE 32. WORKERS' COMPENSATION

Any bargaining unit member who is injured in the course of employment shall report the injury to his/her Supervisor as soon as possible. Bargaining unit members will be entitled to Workers' Compensation as offered by the State of Ohio.

ARTICLE 33. NO STRIKE

During the duration of this Contract, the bargaining unit members covered by this Contract shall not engage in, assist in, sanction or approve any strike, slowdowns, withholding of services or any other concerted effort that interferes with, impedes or impairs the normal operation of the schools.

ARTICLE 34. DURATION AND INTENT

- A.** This Contract and the appendices hereto constitute the whole agreement between the Board and the Association and shall become effective July 1, 2021, and shall remain in full force and effect through June 30, 2024.
- B.** Should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Master Agreement shall remain in full force and effect.

At the request of either party, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Master Agreement into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

- C.** The Board and the Association acknowledge that during the negotiations that preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of the Collective Bargaining Law and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the written provisions of this Contract. Any matter affecting the bargaining unit members not changed by this Contract will remain unchanged for the period of this Contract except as changed by agreement of the Board and the Association.
- D.** Both parties and their constituents agree to comply with the provisions of this Contract. This Contract shall be the base for future agreements; therefore, any item not changed by mutual agreement will automatically carry forward in writing to the next Contract.
- E.** This Contract has been adopted by the parties who authorize their representative to sign the following:

FOR THE BOARD

Jeffrey Layton, Superintendent

Chuck Beck, Board President

This Contract and its Appendices were adopted by the Board at its meeting on August 23, 2021.

Resolution _____

Lesa Forbes, Treasurer

FOR THE ASSOCIATION

Tammy McClure, Association President

Ryan Shearer, Team Member

Lee Kimmich, Team Member

Tim Ickes, Team Member

Becky Sugg, Team Member

The Contract and its Appendices were adopted by the Association by written ballot counted on August 20, 2021.

Secretary

DRUG AND ALCOHOL TESTING PROCEDURE FOR DRIVERS

A. Who Is Covered

This policy applies to all employees of the Northwestern Local School District Board of Education (hereinafter "Board") who are required to hold a Commercial Driver's License (CDL) as part of his/her employment.

B. Prohibited Conduct

No covered employee shall:

1. Use of Alcohol

- a. Use alcohol while performing Safety-Sensitive Functions; or
- b. Perform a Safety-Sensitive Function (SSF) within four (4) hours after using alcohol (pre-duty use); or
- c. Report to duty or perform an SSF with an Alcohol Concentration of 0.04 BAC or greater; or
- d. Use alcohol eight (8) hours after an accident or until tested when required to be tested following an accident; or
- e. Refuse to submit to a required alcohol test, including failure to provide adequate breath for initial testing when required or engaging in other conduct that clearly obstructs the testing process, or failure to sign Step Two of the alcohol testing form; or
- f. Possess alcohol at work.

2. Use of Controlled Substances ("Drugs")

- a. Report for or remain on duty when the employee uses any controlled substance except where an employee is using such substance pursuant to the instruction of a physician consistent with the provisions of Paragraph B2d, below; or
- b. Test positive for a controlled substance; or
- c. Refuse to submit to a required drug test, including failure to provide an adequate and unaltered sample for testing when required or engaging in other conduct that clearly obstructs the testing process; or

- d. Where an employee is using a controlled substance pursuant to the instruction of a physician, fail to notify his/her Supervisor of the use of such controlled substance and fail to provide his/her Supervisor with necessary information from his/her physician that the controlled substance will not affect the performance of the employee's SSF.

C. Consequences of Engaging in Prohibited Conduct

1. Alcohol Concentration of Greater Than 0.02 But Less Than 0.04

Employees tested under this policy who are found to have an Alcohol Concentration of greater than 0.02 but less than 0.04 may not perform a SSF until at least twenty-four (24) hours after the test was administered and may be suspended with or without pay for that period subject to Article IV/C10 of the Master Contract.

2. Employees Testing Positive for A Controlled Substance or Engaging In Prohibited Conduct Involving Controlled Substances

Employees who have a verified positive controlled substance test or who otherwise engage in prohibited conduct involving controlled substances may be suspended or terminated subject to Article IV/C10 of the Master Contract.

D. Testing for Alcohol

1. Post-Accident Testing

- a. An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo a Post-Accident Alcohol Test if:
 - 1) the employee was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
 - 2) the employee receives a citation under State or local law for a moving traffic violation arising out of the accident.
- b. The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident. An employee may be tested up to eight (8) hours after the accident.
- c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment.

- d. The results of a Post-Accident Breath or Blood Test for the use of alcohol conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable Federal, State, or local requirements and the test results are obtained by the Board.
- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs an SSF.

2. Random Testing

Covered employees will be subject to random, unannounced alcohol testing scheduled through the year. This testing will only occur while, immediately before, or immediately after performing an SSF. Employees must proceed to the designated testing site immediately after notification of selection for testing. Each covered employee will have an equal chance of being tested each time selections are made. The number of employees selected for random alcohol testing will equal to at least twenty-five percent (25%) of the average number of covered positions each year.

3. Reasonable Suspicion Testing

- a. The Board will test a covered employee when it has reasonable suspicion to believe the employee has engaged in prohibited conduct under this policy. A determination that reasonable suspicion exists to require alcohol testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by a Supervisor who has received at least sixty (60) minutes of training on alcohol misuse and additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the testing on the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday when the employee is performing an SSF. The test may not be administered more than eight (8) hours after the reasonable suspicion determination.
- b. No covered employee shall be allowed to report for or remain on duty requiring the performance of an SSF while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until:
 - 1) the alcohol test indicates the employee's alcohol concentration is less than 0.02; or

- 2) twenty-four (24) hours have passed since the reasonable suspicion determination was made.

E. Controlled Substance Testing

1. Pre-Employment Testing

The Board must receive a controlled substance test result for each covered employee from a Medical Review Officer (MRO) indicating a verified negative result prior to the first time the employee performs an SSF for the Board.

2. Post-Accident Testing

- a. An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo Post-Accident Controlled Substance Test if:
 - 1) the employee was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
 - 2) the employee receives a citation under State or local law for a moving traffic violation arising out of the accident.
- b. The test will be administered as soon as practicable following the accident, but under no circumstances later than thirty-two (32) hours after the accident.
- c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment.
- d. The results of a Post-Accident Urine Test for the use of controlled substances conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable Federal, State, or local requirements and the test results are obtained by the Board.
- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs an SSF.

3. Random Testing

Covered employees will be subject to random, unannounced controlled substance testing scheduled through the year. This testing will only occur while, immediately before, or immediately after performing an SSF. Employees must proceed to the designated testing site immediately after notification of selection for testing. Each covered employee will have an equal chance of being tested each time selections are made. The number of employees selected for controlled substance testing will equal to at least fifty percent (50%) of the average number of covered positions each year.

4. Reasonable Suspicion Testing

The Board will test a covered employee for when it has reasonable suspicion to believe the employee has engaged in prohibited conduct under this policy. A determination that reasonable suspicion exists to require controlled substance testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effect of controlled substances. The observations must be made by a supervisor who has receive at least sixty (60) minutes of training on alcohol misuse and additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the testing on the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday when the employee is performing an SSF. The test may not be administered more than eight (8) hours after the reasonable suspicion determination.

F. Administration of Testing

1. Alcohol Testing Procedures

- a. Testing for alcohol will be by Evidential Breath Testing device (EBT). The test will be administered by a Breath Alcohol Technician (BAT) who has been properly trained in the used of an EBT. A BAT qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to perform the test in a timely manner. An employee's Supervisor may not administer a reasonable suspicion test to that employee.
- b. The initial test given is a screening test. If the screening test result is less than 0.02 no further testing will be done. If it is 0.02 or greater, the employee must undergo a second, confirmation, test. The confirmation test may not be conducted sooner than fifteen (15) minutes after the completion of the screening test. The confirmation test will normally be conducted within thirty minutes after the completion of the screening test, but a confirmation test is valid even if conducted after thirty (30) minutes. In the event the screening and confirmation tests do not agree, the confirmation test result is deemed to be controlling.

- c. After the completion of the required test(s), the result will be transmitted in a confidential manner to the person designated by the Board to receive test results as soon as available.

2. Controlled Substances Testing Procedures

- a. The Board will test for five (5) controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine. Testing will be done by collection of urine specimens from covered employees.
- b. The employee must provide a urine specimen of at least 45 ml. The specimen will be split into two, a primary specimen and a split specimen. The primary specimen will be analyzed by a D.H.H.S.-certified laboratory and, if positive, for one (1) or more of the tested controlled substances. A confirming test will be done on the primary specimen. If the test is confirmed positive, the laboratory will report the results to the MRO. Prior to verifying the positive test result to the Board, the MRO will make a reasonable effort to contact the employee confidentially to discuss the test result. After discussing the test result with the employee and examining any alternate medical explanation for the result, the MRO shall decide whether to report the test result as a verified positive test to the Board.
- c. If the MRO is unable to contact the employee, the Board will make a reasonable effort to notify the employee and instruct him/her to contact the MRO to discuss the test results. When the Board is able to contact the employee, the MRO will be advised that the employee has been instructed to contact the MRO within twenty-four (24) hours. If the employee fails to contact the MRO within five (5) days of being instructed to do so, the MRO may verify the result of the test as positive. If the Board is unable to contact the employee, the employee may be placed on temporary medical leave.

3. Notification to Employees of Controlled Test Results

- a. Individuals who have undergone pre-employment controlled substance testing may request the test results within sixty (60) days of being notified of the disposition of their employment application.
- b. Employees who have a verified positive controlled substance test will be notified of the result and the substance for which the employee tested positive.

4. Employee's Right to Testing of Split Specimen

When the primary specimen is a confirmed positive, the laboratory will hold the split specimen for sixty days from the date it received the split specimen. An employee with a verified positive result has the right, within seventy-two (72) hours of notification of the verified positive result, to request the MRO to have the split specimen to be sent to another D.H.H.S.-certified laboratory. However, action required by law or this policy as the result of a verified positive controlled substance test [such as removal from performing an SSF] is not stayed pending the result of the split specimen test. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Department of Transportation (D.O.T.), the Board and the employee that the entire test has been cancelled and the reasons for the cancellation. The cost of testing the split sample must be borne by the employee.

G. Records

1. The Board will maintain records of its alcohol misuse and controlled substance use prevention program in a secure location with controlled access. Access to these records will be limited to those persons who are entitled to see them under Federal regulation or other applicable law.
2. Before the first time a covered employee performs a SSF, the employee must consent to allow the Board to obtain records on alcohol tests with a result of 0.04 or greater, controlled substance test results, and refusals to be tested within the preceding two (2) years which are maintained by the employee's previous employers under D.O.T. regulations. The Board will inspect such records within fourteen (14) days after the first time the employee performs an SSF and will maintain a written confidential record with respect to each past employer contacted.

NORTHWESTERN LOCAL SCHOOL DISTRICT

CERTIFICATE OF RECEIPT OF
DRUG AND ALCOHOL TESTING PROCEDURE AND
POST-ACCIDENT PROCEDURE FOR CDL DRIVERS

I have received and read the Drug and Alcohol Testing Procedure appended to the Master Contract between the Board and the Association, and the Post-Accident Procedure. I understand I am required to comply with these procedures. I also understand that failure to comply with these procedures may be basis for discipline, up to and including termination.

Employee's Name (Print)

Employee's Signature

Date

NORTHWESTERN LOCAL SCHOOL DISTRICT

**CONSENT TO ALLOW FORMER EMPLOYERS TO
RELEASE DRUG AND ALCOHOL TESTING INFORMATION**

I hereby consent to allow all of my previous employers from the last two (2) years to release to the Northwestern local School District Board of Education all pertinent information they possess regarding alcohol and drug testing performed on myself during the past two (2) years, under U.S. Department of Transportation regulations.

The following is a list of all employers I have worked for during the last two (2) years for whom I was subject to drug or alcohol testing:

- 1) Previous Employer _____
Address/Telephone _____
- 2) Previous Employer _____
Address/Telephone _____
- 3) Previous Employer _____
Address/Telephone _____
- 4) Previous Employer _____
Address/Telephone _____

Employee's Name (Print)

Employee's Signature

Date

NORTHWESTERN LOCAL SCHOOL DISTRICT
7569 NORTH ELYRIA ROAD, RT. 1,
WEST SALEM, OHIO 44287
COVER LETTER TO PERSONNEL DIRECTOR

Dear Personnel Director:

Your former employee, _____, has applied for a job with the Northwestern Local School District Board of Education. One of the requirements for the position is a Commercial Driver's License. Pursuant to Federal law, the Northwestern Local School District Board of Education is authorized to obtain, pursuant to the applicant's consent, any information regarding drug and alcohol testing performed by former employers during the last two (2) years under the authority of the U.S. Department of Transportation regulations on applicants for positions requiring Commercial Driver's Licenses. Enclosed is a consent form signed by your former employee authorizing you to release this information to the Northwestern Local School District Board of Education.

Please complete the enclosed Drug and Alcohol Testing Information Form and return it as soon as possible to: _____, Northwestern Local School District Board of Education, 7569 North Elyria Road, Route 1, West Salem, Ohio 44287. Federal law requires that we obtain and review drug and alcohol testing information from former employers within fourteen (14) days of when an employee starts working for the Northwestern Local School District Board of Education. Therefore, it is important that you return the form to us promptly.

Thank you for your cooperation. Call 419/846-3151 if you have questions.

Very Truly Yours,

NORTHWESTERN LOCAL SCHOOL DISTRICT
REQUEST FOR DRUG AND ALCOHOL TESTING INFORMATION
FROM FORMER EMPLOYER'S INFORMATION FORM

Instructions: Please complete this form by circling and/or filling in the appropriate responses.

Name of Applicant: _____

Date of your response: _____

1. Has the above named applicant had an alcohol test within the last two (2) years with a result indicating a blood/alcohol concentration of 0.04 or greater?
YES NO
2. Has the above-named applicant had a positive drug test result within the last two (2) years?
YES NO
3. Has the above-named applicant refused to submit to a drug or alcohol test within the last two (2) years? Please note that in addition to outright refusal to take the test, refusal to submit includes failure to provide an adequate amount of specimen for testing, refusal to sign Step Two of the D.O.T. Alcohol Testing Form, or refusing to cooperate with the testing process in a way that prevents completion of the test.
YES NO

If the answer to any of the three (3) questions above was "Yes," please provide details regarding the test or refusal to be tested. Also, please include information on the applicant's evaluation by a substance abuse professional and return-to-duty testing and, if applicable, the applicant's compliance with the substance abuse professional's recommendations.

Name of Former Employer: _____

Name and Signature of person authorized to release this information:

Print Name

Signature

**NORTHWESTERN LOCAL SCHOOLS
GRIEVANCE FORM**

Name(s) of Aggrieved (i.e., Grievant(s)): _____

Step One – Informal Meeting*

On _____ [*insert date*], Grievant(s) and _____ [*insert name of Administrator*] met and held a Step One meeting. The Administrator is expected to respond to grievance within five (5) days of the meeting.

Grievant

Immediate Supervisor

** Grievant must request a Step One meeting with the appropriate Administrator (per Article 9, Section A.5) within 30 workdays of the incident or last occurrence giving rise to the grievance.*

Step Two – Formal Grievance[^]

Section(s) of Contract Alleged to Have Been Violated: _____

Date, Time & Location of Occurrence: _____

Substance of Grievance – Briefly state what action or inaction you believe to be a grievance:

Relief Sought:

Grievant's Signature: _____

Date Received By Administrator/Immediate Supervisor : _____

[^] Grievant must submit this Grievance Form to the appropriate Administrator (per Article 9, Section A.5) within five (5) working days of the Step One deadline.

Immediate Supervisor's Step Two Disposition^{^^}:

Immediate Supervisor's Signature: _____

Date: _____

^{^^} Administrator/Immediate Supervisor's written response is due within five (5) working days after the Step Two meeting.

Step Three – Superintendent’s Level*

I appeal the Administrator/Immediate Supervisor’s disposition to Step Three.

Grievant’s Signature:_____

Date Received By Superintendent:_____

**** Grievant must appeal to Step Three within five (5) working days after receipt of the Administrator/Immediate Supervisor’s written response.***

Date of Conference**:_____

***** Conference must take place within ten (10) working days of the Superintendent’s receipt of the appeal.***

Superintendent’s Step Three Disposition***:

Superintendent’s Signature: _____

Date: _____

****** Superintendent’s written response is due within five (5) working days after the conference.***

Step Four – Board Level[^]

I appeal the Superintendent's disposition to Step Four.

Grievant's Signature: _____

Date Received By Treasurer: _____

[^] Grievant must appeal to Step Four within ten (10) working days after receipt of the Superintendent's written response.

Date of Conference with Board^{^^}: _____

^{^^} Conference must take place at the next Board meeting that occurs at least five (5) working days after the Treasurer's receipt of the appeal.

Board of Education's Step Four Disposition^{^^^}:

Treasurer's Signature: _____

Date: _____

^{^^^} Board of Education's written response is due within five (5) working days of the Board meeting at which the conference took place.

Step Five - Mediation*

(Optional - If Grievant does not want to mediate the dispute, Grievant may move directly to Step Six based on the timelines set forth below.)

The Association and I are interested in mediating this dispute.

Grievant's Signature: _____

Date Received By Superintendent: _____

*** Grievant must notify the Superintendent of an interest in mediating within ten (10) working days after receipt of the Board's written response.**

The District **agrees / declines** [*select one*] to mediate the dispute.**

Superintendent's Signature: _____

Date: _____

**** Superintendent's response to Grievant's request to mediate is due within five (5) working days after receipt of Grievant's request to mediate.**

- ***If the Superintendent agrees to mediation, the Association and Board shall jointly contact the Federal Mediation and Conciliation Service ("FMCS") and request that a mediator be assigned. The Parties shall request FMCS to assign a mediator who is available to conduct the mediation within twenty (20) working days unless the Parties agree to extend the date.***

Date of Mediation (if applicable): _____

- ***If the Superintendent declines to mediate the dispute, Grievant's Step Five request will be converted to a Step Six request for arbitration.***
- ***If the Parties mediate the dispute but are unable to resolve the grievance through mediation, the timeline for the grievant filing a request for arbitration shall commence on the date the mediation is conducted and no resolution is reached.***

Step Six – Arbitration[^]

The Association and Grievant demand arbitration to resolve this dispute.

Association President's Signature:_____

Date Received by Treasurer:_____

[^] If satisfactory disposition is not rendered by the Board and Grievant elects to proceed directly to arbitration, or the matter is not resolved through mediation, Grievant shall, within ten (10) working days of receipt of the Board's disposition or the date of the unsuccessful mediation (whichever is applicable), forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration.

Likewise, if the Superintendent declines to mediate the grievance as set forth in Step Five, Association President promptly forward to the Board Treasurer and the AAA a demand for arbitration.

(Copies of this Grievance Form shall be given/sent to the Association President, Grievant and the Appropriate Administrator.)

Attach additional pages if necessary to complete any section.

APPENDIX C

NORTHWESTERN LOCAL SCHOOL DISTRICT LEAVE FORM

Name _____

S.S.# _____

Date(s) of Leave _____

Number of Days _____

Substitute's Name _____

		Please check one of the following: SICK LEAVE (Check reason for using sick Leave)	9	<input type="checkbox"/>	PROFESSIONAL LEAVE Is a Substitute Necessary? ____
1	<input type="checkbox"/>	Illness, Injury or Death of Immediate Family (name & relationship)			MEETING NAME: _____ MEETING LOCATION: _____
		If medical attention was obtained while on leave, the name and address of the attending physician must be listed here. _____			How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility? _____
		An employee out for more than ten (10) consecutive work days due to personal issues/serious health condition must provide a return to work statement from his/her health care provider.			FUND FUNC OBJ SCC SUBJ OPU IL JOB _____ JOB FUND FUNC OBJ SCC SUBJ OPU IL _____
12	<input type="checkbox"/>	ASSAULT LEAVE (Attach Certificate)			ESTIMATED COSTS
7	<input type="checkbox"/>	PERSONAL LEAVE			Registration Fee \$ ____ Pd ____ P.O. ____
13	<input type="checkbox"/>	COMPULSARY LEAVE (Attach notice or subpoena)			Transportation Costs (IRS Rate) \$ ____ (\$75 max per day)
2	<input type="checkbox"/>	EMERGENCY AND HAZARDOUS LEAVE			Lodging \$ ____ (\$75 max per day)
3	<input type="checkbox"/>	ASSOCIATION LEAVE President's Signature: _____			Meals \$ ____ (\$30 max per day)
6	<input type="checkbox"/>	UNPAID CHILD CARE LEAVE (Attach Certificate)			Total Estimated Expenses: \$ ____ (Not to exceed \$400)
5	<input type="checkbox"/>	FAMILY AND MEDICAL LEAVE (Attach Certificate)			EMPLOYEE REIMBURSEMENT COST
		When an employee is absent for more than ten (10) consecutive work days, the absence will be presumed to be covered by FMLA and the teacher will be sent a notice of eligibility. The employee will have fourteen (14) days to notify the Treasurer if the employee does not believe the leave falls under FMLA.			Registration Fee \$ ____ Pd ____ P.O. ____
8	<input type="checkbox"/>	EXTENDED LEAVE (State Type): _____			Transportation Costs (IRS Rate) \$ ____ (\$75 max per day)
4	<input type="checkbox"/>	MILITARY LEAVE (Attach Order)			Lodging \$ ____ (\$75 max per day)
15	<input type="checkbox"/>	UNPAID SHORT-TERM LEAVE			2 nd Employee \$ ____ (\$75 max per day)
14	<input type="checkbox"/>	COMP TIME			Meals \$ ____ (\$30 max per day)
11	<input type="checkbox"/>	VACATION LEAVE (Support Staff Only)			TOTAL ACTUAL REIMBURSEMENT EXPENSE: \$ ____ (Not to exceed \$400)

Employee Signature _____

Date _____

	<u>Signature</u>	<u>Date</u>	<u>Approved</u>	<u>Disapproved</u>
Principal	_____	_____	_____	_____
Superintendent	_____	_____	_____	_____
Board Treasurer	_____	_____	_____	_____

White – Board Office Copy

**Northwestern Local School
Custodial Evaluation**

Employee being evaluated: _____

Position: _____

School Year: _____

A four-point evaluation scale is used on this form:

- (4) Accomplished - Regularly and overall meets and even exceeds expectations.
- (3) Skilled - Performance generally beyond the requirements of the position
- (2) Developing - Recognizable requirement for additional development or refurbishing of skills to meet acceptable performance in this category.
- (1) Ineffective – Unacceptable performance. Growth is considered necessary. Does not meet one or more of the fundamental requirements of the position in an acceptable way.
- (X) Not applicable or unable to evaluate.

Evaluation Conference Date: _____

Performance Improvement Targets for next cycle: (What should this individual change or improve upon?).

The overall performance of this employee is:

_____ Accomplished _____ Skilled

_____ Developing _____ Ineffective

Employee's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Custodial Performance Evaluation

1. Confidentiality/Privileged Information: ()

Respects the rights and privileges of supervisor, students, staff, and community.

Comments: _____

2. Job Procedures/Knowledge: ()

Possesses necessary information about various job processes. Possesses knowledge of the steps to be followed in completing each assignment properly.

Comments: _____

3. Quality of Work: ()

Completes assignments accurately and efficiently in accordance with accepted standards.
Writes legibly and displays neatness in all work.

Comments: _____

4. Timelines: ()

Finishes assignments within a reasonable time frame and does work of high priority when it is received.

Comments: _____

5. Work Habits/Organization: ()

Plans and organizes work well, follows procedures and makes efficient use of work time.
Keeps an organized and neat workstation.

Comments: _____

6. Initiative:

()

Demonstrates ability to work independently and without direct assistance. Willingly addresses unexpected situations.

Comments: _____

7. Decision Making:

()

Evaluates situations, draws conclusions, and makes sound decisions without frequent requests for assistance.

Comments: _____

8. Adaptability and Flexibility:

()

Adjusts to new ideas and is receptive to situational needs.

Comments: _____

9. Accountability:

()

Is willing to accept responsibility for job-related decisions, actions, and work. Accepts constructive suggestions and acts on them with a positive attitude.

Comments: _____

10. Use of Equipment:

()

Has knowledge of and ability to use required equipment.

Comments: _____

11. Communication Skills/Cooperation:

()

Communicates clearly and effectively with, supervisor, staff, students, and community.

Comments: _____

12. Interpersonal Skills: ()

Interacts well with others; demonstrates courtesy, patience, diplomacy, discretion, and self-control. Is pleasant, agreeable, tactful, and cooperative with staff, supervisor, students, and community.

Comments: _____

13. Integrity/Honesty: ()

Displays honesty and integrity in relationship with employer, students, staff, and parents.

Comments: _____

14. Basic Skills: ()

Possesses required knowledge and skills in the areas of English, reading, spelling, and writing to effectively communicate with supervisor and staff (both verbally and in writing).

Comments: _____

15. Punctuality/Dependability: ()

Can be relied upon to be punctual and do what is required without follow-up.

Comments: _____

16. Attendance: ()

Comments: _____

17. Role Model: ()

Is a positive role model to community, students, and staff in speaking, appearance, and actions.

Comments: _____

18. Positive Issues: ()

What items/issues are completed in a (very) positive manner (What would you like the employee to continue to do more of for the district?).

Comments: _____

19. Additional Comments:

APPENDIX D



A – **Satisfactory** – consistently performed at a competent level
 U – **Not Satisfactory** – serious deficiencies exist in this area
 N/A – **Not Applicable**

1. Keeps buildings and premises, including sidewalks, driveways, and play areas neat and clean at all times. A__ U__ N/A __
2. Regulates heat and ventilation systems to provide temperature appropriate to the season and to ensure economical use of fuel, water and electricity. A__ U__ N/A __
3. Shovels, plows and salt walks, driveways, parking areas and steps as appropriate. A__ U__ N/A __
4. Checks daily to ensure that all exit doors are open and that all panic bolts are working properly during the hours the building is occupied. A__ U__ N/A __
5. Sweeps classrooms daily and dusts furniture. A__ U__ N/A __
6. Cleans corridors after school each day and during the day when their condition requires it. A__ U__ N/A __
7. Cleans and disinfects toilet floors daily and cleans all sanitary fixtures and drinking fountains daily. A__ U__ N/A __
8. Washes all windows, both inside and outside, as often as may be necessary. A__ U__ N/A __
9. Keeps the grounds free of rubbish. A__ U__ N/A __
10. Cleans all white boards daily. A__ U__ N/A __
11. Makes building repairs within his/her capabilities. A__ U__ N/A __
12. Reports the need for major repairs or any damage to school property promptly to the principal. A__ U__ N/A __
13. Remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and his/her attendance is required by the principal. A__ U__ N/A __
14. Assumes responsibility for the opening and closing of the building each school day and for determining before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off. A__ U__ N/A __
15. Keeps an inventory of supplies, equipment and fuel on hand, and requisitions needed supplies far enough in advance so that they may be delivered in time not to hinder the performance of custodial duties. A__ U__ N/A __
16. Conducts an on-going observation of general maintenance, upkeep and repair. A__ U__ N/A __
17. Moves furniture or equipment within buildings as required for various activities and as directed by the principal. A__ U__ N/A __
18. Complies with local laws and procedures for the storage and disposal of supplies, trash, rubbish and waste. A__ U__ N/A __

APPENDIX D

- | | |
|---|-------------------|
| 19. Assists in the summer preventative maintenance programs established for the school. This type of work can be, but is not limited to, repairing, sanding, finishing, stripping and waxing floors, minor repairs involving carpentry skills, etc. | A___ U___ N/A ___ |
| 20. Will be an active participant in District in-service training programs. | A___ U___ N/A ___ |
| 21. Demonstrates collaboration and positive communication with staff and supervisors. | A___ U___ N/A ___ |
| 22. Uses time efficiently. | A___ U___ N/A ___ |
| 23. Performs additional duties as may be assigned by the building principal. | A___ U___ N/A ___ |

Comments:

Each of the undersigned has reviewed this evaluation. Each understands that each item will become part of the personnel record. It is further understood that refusal to sign does not prevent the inclusion of this document in the personnel file.

Definitions of Performance Categories

Accomplished

This performance category represents achievement which is consistently and significantly beyond what is normally expected of an employee in the position. This rating is selected when an employee's performance results, and the way they are achieved, far exceed, in terms of quality and quantity. Examples might be: work is always completed ahead of schedule; impact upon the school is extraordinary in terms of amount and quality of work accomplished; consistently identifies the need of the organization and devises new concepts and innovative solutions to significant problems.

Skilled

This performance category represents tangible breakthroughs in work over the course of the performance period beyond the satisfactory level. This rating is selected when an employee's performance is generally beyond the requirements of the position and the criteria established. Examples might be: employee always completes work on time, and usually ahead of time; performs work well independently; identifies solutions to most problems; responsibilities and objectives have often been surpassed; seeks additional responsibilities; successfully manages several activities or projects within the same time frame; identifies areas where practices or policies might be improved; demonstrates initiatives in work. In summary, performance results in this category clearly move the work of the school to move ahead.

Developing

This performance category represents work performance where there is recognizable requirement for additional development or refurbishing of skills and knowledge especially in order for the performance level to become "satisfactory". Examples might be: work is generally completed on schedule but in some instances, time frames are exceeded; has on occasion required additional direction and overseeing; most policies and procedures are understood but some objectives have not been realized.

Ineffective

This performance category is used when an individual does not meet one or more of the fundamental requirements of the position. Possible indicators of unsatisfactory performance are: quality of work depicts serious shortcomings or the quantity produced is below what is acceptable, and the results are inadequate; due dates are often missed; lack of understanding of job after review with supervisor; insufficient attempt or lack of ability to improve, and little initiative in work and accomplishment; working relationships with others are poor to the point of being seriously detrimental to the work.

N/A – not applicable to job duties

APPENDIX D

Northwestern Local Schools
Secretary Evaluation



Name _____

Assignment / Location _____ Date _____

	4	3	2	1	
A. Work Habits	Accomplished	Skilled	Developing	Ineffective *	N/A
1. Planning and Organization The ability to plan ahead, manage time, accomplish tasks effectively, maintain accurate records system					
2. Flexibility and ability to prioritize The ability to adjust to changing conditions, procedures, job interruptions, deadlines					
3. Time Management Ability to accomplish tasks in a timely manner					
4. Problem Solving The ability to tackle problems on his/her own when appropriate and find constructive solutions					
5. Commitment The level of initiative/enthusiasm for work, professional conscience					
B. Knowledge / Proficiency	Accomplished	Skilled	Developing	Ineffective *	N/A
1. Office Procedures Performing and understanding of daily office / school procedures					
2. Quality of Work The level of thoroughness, accuracy, neatness of work which is produced					
3. Finance / Budgeting Knowledge and understanding of accounting procedures					
4. Technology The ability / level of comfort with technology					
C. Parents, Public, & Staff	Accomplished	Skilled	Developing	Ineffective *	N/A
1. Communication Skills The ability to exchange information accurately and effectively both verbally and in written form					
2. Professionalism The degree of cooperativeness and consideration displayed in working with supervisor, peers, co-workers and the public. The ability to interact effectively and harmoniously with supervisors, peers, co-workers and the public					
3. Confidentiality Maintain confidentiality related to students, their families and staff and all matters concerning the school building					
4. Student Needs Have ability to establish and maintain positive relationships with student body (Genuine rapport)					

EVALUATION SECTION (Completed with Administrator)

Reinforcement Area:

Refinement Area:

Comments: _____

Recommendations: _____

*An Ineffective Rating=Improvement Plan

Evaluator Signature: _____

Date: _____

Employee Signature: _____

Date: _____

Definitions of Performance Categories***Accomplished***

This performance category represents achievement which is consistently and significantly beyond what is normally expected of an employee in the position. This rating is selected when an employee's performance results, and the way they are achieved, far exceed, in terms of quality and quantity. Examples might be: work is always completed ahead of schedule; impact upon the school is extra-ordinary in terms of amount and quality of work accomplished; consistently identifies the need of the organization and devises new concepts and innovative solutions to significant problems.

Skilled

This performance category represents tangible breakthroughs in work over the course of the performance period beyond the satisfactory level. This rating is selected when an employee's performance is generally beyond the requirements of the position and the criteria established. Examples might be: employee always completes work on time, and usually ahead of time; performs work well independently; identifies solutions to most problems; responsibilities and objectives have often been surpassed; seeks additional responsibilities; successfully manages several activities or projects within the same time frame; identifies areas where practices or policies might be improved; demonstrates initiatives in work. In summary, performance results in this category clearly move the work of the school to move ahead.

Developing

This performance category represents work performance where there is recognizable requirement for additional development or refurbishing of skills and knowledge especially in order for the performance level to become "satisfactory". Examples might be: work is generally completed on schedule but in some instances, time frames are exceeded; has on occasion required additional direction and overseeing; most policies and procedures are understood but some objectives have not been realized.

Ineffective

This performance category is used when an individual does not meet one or more of the fundamental requirements of the position. Possible indicators of unsatisfactory performance are: quality of work depicts serious shortcomings or the quantity produced is below what is acceptable, and the results are inadequate; due dates are often missed; lack of understanding of job after review with supervisor; insufficient attempt or lack of ability to improve, and little initiative in work and accomplishment; working relationships with others are poor to the point of being seriously detrimental to the work.

N/A – not applicable to job duties

**NORTHWESTERN LOCAL SCHOOLS
EMPLOYEE PERFORMANCE REVIEW BUS DRIVER**

Name: _____ Date: _____

A four-point evaluation scale is used on this form:

- (4) **Accomplished** - Regularly and overall meets and even exceeds expectations.
- (3) **Skilled** - Performance generally beyond the requirements of the position
- (2) **Developing** - Recognizable requirement for additional development or refurbishing of skills to meet acceptable performance in this category.
- (1) **Ineffective** - Unacceptable performance. Growth is considered necessary. Does not meet one or more of the fundamental requirements of the position in an acceptable way.
- (X) **Not applicable or unable to evaluate.**

		Accomplished	Skilled	Developing	Ineffective	N/A
1)	KNOWLEDGE OF JOB: Knows what to do and why; alert to increase knowledge. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2)	QUALITY OF WORK: Accuracy and neatness. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3)	ATTENDANCE AND PUNCTUALITY: Regular and dependable in attendance, and on time daily. a) Illness _____ b) personal leave _____ c) professional leave _____ d) deduct _____ COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4)	PROFESSIONALISM: The degree of cooperativeness And consideration displayed working with supervisor, Peers, co-workers, and the public. The ability to interact Effectively and harmoniously with supervisors, peers, Co-workers, and the public. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5)	JUDGEMENT: Plans logically to get work done in best possible manner. Obtains all facts before making decisions. Knowing when to seek advice. Acts wisely in unusual situations. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6)	RELIABILITY: Can be depended upon to complete assignments satisfactorily and on schedule. Paperwork timely, accurate, and other job responsibilities Retains composure under pressure. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7)	FLEXIBILITY-ADAPTABILITY: Adapts easily to new conditions. Learns fast, confident of learning ability. Willing to try new ideas. COMMENTS: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX D

		Accomplished	Skilled	Developing	Ineffective	N/A
8)	STUDENT DISCIPLINE: Maintains control of students, works with supervisor and secretary to resolve issues, follows procedures, and utilizes documentation using Board adopted reporting forms.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS: _____					
9)	CARE AND USE OF BUS: Checks bus daily before operation for mechanical defects, lights, oil, gas, etc. Has knowledge of state laws, safety practices and emergency evacuation procedures. Keeps bus clean at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS: _____					
10)	Accident record/Bus Operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS: _____					

The overall performance of this employee is:

<input type="checkbox"/> Accomplished	<input type="checkbox"/> Skilled
<input type="checkbox"/> Developing	<input type="checkbox"/> Ineffective

Recommendation: () Re-Employ () Improvement Plan () Nonrenewal of Employee

In case of an "Improvement Plan" being implemented the areas of focused improvement and timeline in which to improve will be defined.

Signing this sheet neither indicates agreement or disagreement with the statements contained therein-rather, it indicates only that the employee has received a copy of this paper. Should an employee wish to add comments to this paper, please comment on the back or give your supervisor a copy to be attached.

_____ EMPLOYEE SIGNATURE	_____ DATE
_____ SUPERVISOR SIGNATURE	_____ DATE
_____ SUPERINTENDENT SIGNATURE	_____ DATE

THIS FORM IS TO BE COMPLETED BI-ANNUALLY. THE FINAL (2ND) EVALUATION IS CONSIDERED THE ANNUAL EVALUATION AND IS TO BE COMPLETED BY APRIL 1ST. THIS EVALUATION WILL BECOME A PART OF THE EMPLOYEE PERMANENT RECORDS FILE IN THE SUPERINTENDENT'S OFFICE. THIS EVALUATION IS TO BE COMPLETED BY THE BUS SUPERVISOR.

Definitions of Performance Categories*Accomplished*

This performance category represents achievement which is consistently and significantly beyond what is normally expected of an employee in the position. This rating is selected when an employee's performance results, and the way they are achieved, far exceed, in terms of quality and quantity. Examples might be: work is always completed ahead of schedule; impact upon the school is extra-ordinary in terms of amount and quality of work accomplished; consistently identifies the need of the organization and devises new concepts and innovative solutions to significant problems.

Skilled

This performance category represents tangible breakthroughs in work over the course of the performance period beyond the satisfactory level. This rating is selected when an employee's performance is generally beyond the requirements of the position and the criteria established. Examples might be: employee always completes work on time, and usually ahead of time; performs work well independently; identifies solutions to most problems; responsibilities and objectives have often been surpassed; seeks additional responsibilities; successfully manages several activities or projects within the same time frame; identifies areas where practices or policies might be improved; demonstrates initiatives in work. In summary, performance results in this category clearly move the work of the school to move ahead.

Developing

This performance category represents work performance where there is recognizable requirement for additional development or refurbishing of skills and knowledge especially in order for the performance level to become "satisfactory". Examples might be: work is generally completed on schedule but in some instances, time frames are exceeded; has on occasion required additional direction and overseeing; most policies and procedures are understood but some objectives have not been realized.

Ineffective

This performance category is used when an individual does not meet one or more of the fundamental requirements of the position. Possible indicators of unsatisfactory performance are: quality of work depicts serious shortcomings or the quantity produced is below what is acceptable, and the results are inadequate; due dates are often missed; lack of understanding of job after review with supervisor; insufficient attempt or lack of ability to improve, and little initiative in work and accomplishment; working relationships with others are poor to the point of being seriously detrimental to the work.

N/A – not applicable to job duties

Northwestern Local Schools Paraprofessional Instructional Evaluation

Name _____ **Date** _____
Position _____ **School** _____
Absences to Date _____

Rating Key = I – Ineffective; D – Developing P - Professional

	Professional Skills	RATING
1.	Performs assigned duties with skill and knowledge	
2.	Demonstrates effective instructional and behavioral techniques	
3.	Demonstrates good oral and written communication skills	
4.	Is flexible and accepts guidance and suggestions	
5.	Willingly accepts and carries out assignments	
6.	Performs routine tasks efficiently	
7.	Demonstrates initiative and resourcefulness	
8.	Maintains confidentiality	

OVERALL CATEGORY RATING _____

Evidence:

	Work Habits	RATING
1.	Ability to work independently	
2.	Well organized and uses time effectively	
3.	Adaptable, flexible, and willing to assist in daily emergency situations	
4.	Shows a commitment to their position and program	
5.	Participates in professional development opportunities	
6.	Quality of work is accurate and thorough	

OVERALL CATEGORY RATING

Evidence:

	Professionalism	RATING
1.	Supportive and cooperative with colleagues	
2.	Models professional appearance and demeanor	
3.	Maintains regular attendance and punctuality in all matters pertaining to professional role	
4.	Demonstrates and respect through language and behavior with colleagues, students, and families	
5.	Works with teacher(s) to maintain a positive and engaging learning environment through consistency and organization	
6.	Communicates effectively and appropriately within the school environment	

OVERALL CATEGORY RATING

Evidence:

	Student Interaction	RATING
--	---------------------	--------

1.	Has the ability to recognize and provide for individual student learning needs	
2.	Appropriately confronts and addresses student behavioral issues	
3.	Comprehends child development needs	
4.	Respectful, fair, impartial, and maintains appropriate boundaries	
5.	Encourages a student's independence	
6.	Has the ability to support direct instruction to students individually, small groups, and with whole class settings under the direction of the teacher	

OVERALL CATEGORY RATING

Evidence:

Overall/Summary Rating _____

Reinforcement/Strength:

Refinement/Improvement:

_____, _____
Paraprofessional's Signature **Date**

**My signature does not necessarily indicate that I agree with the contents of this observation/evaluation, but does indicate that I have discussed its contents and received a copy.*

_____, _____
Administrator's Signature **Date**

C: Administrator
Paraprofessional
Personnel File

*(For use with Northwestern Local Schools Paraprofessionals)
"Submitted by April 1st"*

APPENDIX E

SUMMARY OF BENEFITS AND COVERAGE

	<u>In Network</u>	<u>Out of Network</u>
Annual Deductible – Single	\$500	\$1,000
Annual Deductible – Family	\$1,000	\$2,000
Coinsurance	90%	80%
Out of Pocket Maximum – Single (Family)	\$750 (\$1,500)	\$1,500 (\$3,000)
Total OOP: Ded Incl / Ded Excl	Deductible Included	Deductible Included
Preventative Care	100%	Ded & Coins
Prescription Drugs: <ul style="list-style-type: none"> - Retail - Mail Order 	80% <ul style="list-style-type: none"> - 20% up to OOPL of \$500/\$1,000 - 20% up to OOPL of \$500/\$1,000 	Not Covered

VERBAL WARNING FORM

Name of staff member: _____

Date of Verbal Warning: _____

Date/Time, Location, and General Description of Misconduct:

Direction Provided:

Staff member's signature

Administrator's signature

***Signatures on this form acknowledge a verbal warning was issued. However, the staff member's signature shall not be construed as evidence that the staff member agrees with the discipline.**

Letter of Intent

The Northwestern Local School District Board of Education (“Board”) and the Northwestern Local Education Association Unit #2 (Classified) (“Association”) are parties to a Master Agreement (“Agreement”) that is in effect from July 1, 2021, through June 30, 2024. The parties agree that while the terms set forth below are not to be considered a part of the Agreement and are not subject to the Agreement’s grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below.

1. Annually, the District will provide training to staff on the legal issues associated with the use of personal communication devices (e.g., employees’ personal mobile phones and other portable computing devices). The training will address issues related to employees’ compliance with state and federal laws, and will include, at a minimum, the definition of public records and student education records, the legal responsibilities associated with the creation and retention of such records, and related professional and/or ethical issues associated with the use of personal communication devices. The training will also reference relevant provisions of the Master Agreement and identify how those provisions are implicated by the use of personal communication devices.
2. The District will provide relevant training to employees who use its communications systems (including both hardware and software) to perform their job responsibilities.
3. The Association will provide bargaining unit members with guidance and training on the use of, and potential liability associated with, the use of personal communication devices.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this 19th day of May, 2021.

NORTHWESTERN LOCAL EDUCATION
ASSOCIATION

NORTHWESTERN LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

BY: _____
NWLEA Unit #2 President

BY: _____
Northwestern Superintendent

APPENDIX H

Letter of Intent

The Northwestern Local School District Board of Education (“Board”) and the Northwestern Local Education Association Unit #2 (Classified) (“Association”) are parties to a Master Agreement (“Agreement”) that is in effect from July 1, 2021, through June 30, 2024. The parties agree that while the terms set forth below are not to be considered a part of the Agreement and are not subject to the Agreement’s grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below.

Both the Board and the Association agree to coordinate, to the extent possible while maintaining contractual timelines, the dates/times for scheduling meetings that require the representation of a member(s) in order to limit the interruption of student learning and completion of staff responsibilities. The Association, when possible, will provide the administration a two (2) work day notice of the names of the Association members who will be attending such meetings.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this 19th day of May, 2021.

NORTHWESTERN LOCAL EDUCATION
ASSOCIATION

NORTHWESTERN LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

BY: _____
NWLEA Unit #2 President

BY: _____
Northwestern Superintendent

APPENDIX I

Letter of Intent

The Northwestern Local School District Board of Education (“Board”) and the Northwestern Local Education Association Unit #2 (Classified) (“Association”) are parties to a Master Agreement (“Agreement”) that is in effect from July 1, 2021, through June 30, 2024. The parties agree that while the terms set forth below are not to be considered a part of the Agreement and are not subject to the Agreement’s grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below.

With respect Article 10. Evaluation, the Parties agree to discuss the current evaluation instruments and processes at the initial 2021-2022 SY LMC Meeting and to determine a process for meetings and/or a possible committee in an effort to collaboratively review, discuss, and suggest modifications to the current evaluation framework, instruments, procedures, and processes that are utilized in evaluating various classified employees in the District. Feedback will be solicited from every classification.

Any information coming out of these meetings or committee will be shared with the LMC and any potential improvements determined and agreed-upon by LMC by March 1st, 2022 and implemented for the 2020-2023 school year.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this _____ day of August, 2021.

NORTHWESTERN LOCAL EDUCATION
ASSOCIATION

NORTHWESTERN LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

BY: _____
NWLEA Unit #2 President

BY: _____
Northwestern Superintendent

Intent/Expression of Interest Form - Classified

Northwestern Local Schools has an ongoing desire to align employee interests to potential position openings. Therefore, we are sending this annual notice as a method to solicit employee feedback as far as individual interests for the ensuing school year as well as future interests.

Please complete this form and e-mail it to the Executive Secretary to the Superintendent by March 1.

Employee Name: _____
Current Assignment(s): _____
Current Supplemental Contract(s): _____

Building Preference (please check one):

- ☐ Elementary School
- ☐ Middle School
- ☐ High School
- ☐ District

Grade Level Preference: _____

Preferred Classification Assignment(s): _____

Preferred Shift Assignment: _____

Supplemental Contract Interest(s): _____

Please share any other interests you may have (use the back if necessary):

Completion of this form is voluntary

NOTES

[illegible]