



Agreement

between the

Tecumseh Association of School Employees

and the

**Tecumseh Local
Board of Education**



July 1, 2021 through June 30, 2024

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ARTICLE 1 - SAVINGS CLAUSE AND TERMS OF TOTAL AGREEMENT

It is agreed by the parties that this Negotiated Agreement shall be for a period from July 1, 2021 through June 30, 2024, with all issues closed except items which both parties agree could be brought for discussion and possible negotiation.

The financial settlement for the contract is as follows:

- Effective 2021- 2022 Contract Year - 2% increase on base salary (retroactive to July 1, 2021) and a one-time stipend of \$500 for each bargaining unit member.
- Effective 2022- 2023 Contract Year - 2% increase on base salary.
- Effective 2023- 2024 Contract Year - 2% increase on base salary.

For:

Tecumseh Local School Board



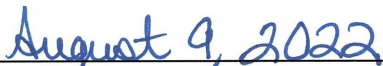
Corinne Scott, Board President



Paula Crew, Superintendent



Denise L. Robinson, Treasurer



Date Board Approved

For:

Tecumseh Association of School Employees



April Lowery, President



Cara Mansell, Vice-President

March 10, 2022

Date Association Ratified

ARTICLE 2 - CONTRACT ADMINISTRATION

A. Supersedes Prior Agreements and Practices

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which are not in conflict with any provision of this Agreement.

B. Amendments to Agreement

Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

C. Severability

In the event any of the provisions of this Agreement shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of existing or subsequently enacted legislation, then such provision shall not be applicable or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 3 - DEFINITIONS

1. Agreement – This Negotiated Agreement between the Board and the Union
2. Board or Board of Education – The Tecumseh Local School District Board of Education acting in its official capacity
3. Day – A calendar day, unless otherwise indicated
4. District – Tecumseh Local School District
5. Employee – A member of the bargaining unit
6. Employer – Board members, administrators, agents and all others acting on the Board's behalf in a particular instance
7. ORC – The Ohio Revised Code
8. Superintendent – Superintendent or designee
9. Union – Tecumseh Association of School Employees (OEA)
10. Work Day – A day an employee is scheduled for duty by the Board

ARTICLE 4 - RECOGNITION

- A. Recognition: The Tecumseh Local Board of Education (“Board”) hereby recognizes the Tecumseh Association of School Employees/OEA/NEA (“Union”) as the sole and exclusive bargaining agent for the classified bargaining unit herein defined.
- B. Unit Defined: The bargaining unit shall consist of employees assigned to the classifications listed below:
- Aides
 - Monitors
 - Cook
 - Cafeteria
 - Child Nutrition
 - Secretary
 - Computer Tech
 - Latchkey
 - Janitor
 - Cashier
 - Para-professional
 - Interpreter
 - Registered Nurse
 - Custodian
 - Groundskeeper
 - Maintenance
- C. Exclusions: All employees of the Board not specifically included above are excluded from the bargaining unit, including but not limited to those in the following positions: all certified, Managerial, Administrative, and confidential employees; Bus Drivers, Mechanics, Bus Aides and Transportation Secretary.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

- A. The Employer and the Association shall each designate a bargaining team of up to five (5) members. All bargaining shall be conducted exclusively and in executive session between the teams.
- B. In the year in which the contract expires, no less than sixty (60) days prior to the expiration of the existing Agreement, either party may notify the other of a desire to commence bargaining. Notification by the Association shall be made in writing to the Superintendent; notification by the Employer shall be made in writing to the President of the Association. Within fifteen (15) days of such notification, the parties shall mutually establish a meeting date. At the initial meeting, the parties shall establish ground rules for the negotiations. After issues are exchanged, no new issues may be submitted except by mutual agreement.

C. Caucuses

Upon the request of either party, the negotiation meeting shall be recessed for up to thirty (30) minutes to permit the requesting party to caucus in private.

D. Meetings

Negotiations meetings shall be held at times other than regular work hours for bargaining unit members unless otherwise agreed.

E. Information

1. The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals.
2. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. Any costs incurred as a result of providing such information shall be paid by the requesting party.

F. While Negotiations are in Progress

1. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
2. Each team shall designate one (1) chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at. Signed tentative agreements shall not be changed or submitted to further bargaining except by mutual agreement.

G. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon official adoption and ratification, the Agreement shall be signed by and be binding upon both parties. It shall be the responsibility of the Employer to type the final Agreement and to print and distribute copies of the new Agreement to the Association. The total costs incurred as a result of the typing and printing of the Agreement shall be shared equally by the Association and the Board.

H. Disagreement

The following impasse procedure will be used in the event the parties cannot reach agreement prior to the expiration of the negotiations period.

1. Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement.
2. The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Employer. However, the mediator shall not have the authority to extend mediation beyond the time limits of the current Agreement, or to bind the parties to any items or agreement.
3. This alternate impasse procedure supersedes and takes the place of the requirements of ORC Chapter 4117.
4. At any time the parties may mutually agree to a different alternate impasse procedure.

I. Amendment of Procedures

The parties agree that any or all of the procedures contained in this Article may be amended at any time by mutual agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is a complaint by a member of the bargaining unit or the Association involving the violation, interpretation or application of the terms or provisions of the Negotiated Agreement between the parties.
2. Grievant: The person/s alleging that a grievance has occurred.
3. Day: A calendar day.

B. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any grievant from discussing his/her grievance informally with the Union or the Employer.

C. Initiating and Processing a Grievance

Step One: Informal

A bargaining unit member with a grievance may initiate the procedure by approaching their immediate supervisor or appropriate district representative and discuss the matter. The objective of the meeting shall be to resolve the matter informally.

Step Two: Supervisor

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with his or her Supervisor or the appropriate district representative.

The written grievance shall be on a form provided by the Union. The grievance shall be signed by the Employee. The grievance must be dated and must state the allegation on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated, and the relief or remedy requested. A copy of such grievance shall be filed within fourteen (14) days after the Employee knew or should have known of the act or occurrence upon which the grievance is based. If such grievance is not lodged within fourteen (14) days after the Employee knew or should have known of the act or occurrence which is the basis of said grievance, said grievance shall be deemed waived. Within ten (10) days after receipt of the written grievance, the supervisor or district representative will conduct a meeting with the grievant to discuss the grievance and attempt to resolve it. Within ten (10) days following this meeting, the supervisor will state the decision in writing on the grievance form (using attached sheets, as necessary) and provide a copy to the grievant.

Step Three: Superintendent

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, the aggrieved may, within ten (10) days of receipt of such decision, forward the grievance to the Superintendent. The Superintendent and the Union's Representative or his/her designee shall meet within ten (10) days after the grievance has been received by the Superintendent to discuss the grievance. The Superintendent shall answer the grievance within ten (10) days after the meeting has been held by sending a copy of the answer to the Union's Representative or his/her designee. Failure to file the grievance at Step Three within ten (10) days from receipt of the Supervisor's decision shall be deemed a waiver of the right to appeal.

Step Four: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Union may request FMCS mediation. The notice of mediation request shall be sent to the Superintendent. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request that FMCS appoint a mediator. Failure to file such request within ten (10) days from receipt of the Superintendent's answer to the grievance shall be deemed a waiver of the right of appeal.

Step Five: Arbitration

If the grievant and the Union are not satisfied with the Step Four results, the Union must notify the Superintendent, in writing, within ten (10) days after mediation concludes (or within ten (10) days after receipt of the Step Three answer when mediation is not requested), if it intends to arbitrate the grievance. If notice of intent to arbitrate is given in accordance with Step 5 of this Article, the grievance shall be submitted to an impartial arbitrator unless, prior to the hearing, the Union withdraws its notice of intention to arbitrate or the case is settled by mutual agreement of the parties.

After notice of intent to arbitrate is given to the Superintendent, the Union shall request, in writing, that the Federal Mediation and Conciliation Service submit a list of nine (9) proposed arbitrators. After the list of arbitrators is received from the Federal Mediation and Conciliation Service, the parties will select the arbitrator by alternately striking names from the list until one (1) remains. Either party may request a second list. FMCS shall not have the authority to independently designate an arbitrator.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, a copy sent to all parties present at the hearing. The arbitrator at all times shall be governed wholly by the express terms of this Agreement and shall have no power or authority to modify or change this Agreement in any respect or to add to or take away from its terms. The decision of the arbitrator shall be in writing and shall be binding on all parties.

The fees and expenses of the arbitrator together with the meeting room and any administrative costs shall be borne by the losing party. However, in the event the arbitrator renders a decision in which neither party is clearly identified as the loser, the arbitrator shall identify the primarily prevailing party, and the other party shall pay the costs of the arbitration. If a court reporter is requested, the cost shall be borne by the party making the request, provided that if both parties request a transcript the cost of the reporter and transcripts shall be borne equally by both parties. Any additional expenses of arbitration shall be paid by the party incurring such expenses.

D. Miscellaneous

1. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
2. Failure at any step of these procedures to communicate the decision of a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
3. A grievance may be withdrawn at any level without prejudice.
4. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.

5. A separate file for grievances will be kept in the Superintendent's office.
6. The grievant shall have the right to be represented by a Union representative at any level of this procedure.
7. In the event that the Association does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the Association may take place at any level of the proceedings, but no grievance shall go to Step Five except with the consent of the Association.

ARTICLE 7 - MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other administrative and supervisory personnel all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to the right to:

1. determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy such as the functions, programs and services of the Board, standards of service, its budget, utilization of technology, and organizational structure;
2. direct, supervise, evaluate and hire employees;
3. maintain and improve the efficiency and effectiveness of school operations;
4. determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted;
5. suspend, discipline, demote or terminate employees for just cause;
6. lay off, non-renew, transfer, assign, schedule, promote or retain employees;
7. determine the adequacy of the work force;
8. determine the mission of the District as an education unit;
9. effectively manage the work force;
10. adopt policies not inconsistent with the specific written terms of the Agreement;
11. issue, implement and modify work rules;
12. take actions to carry out the mission of the District;

13. the Superintendent maintains his/her statutory right to direct, assign, supervise, evaluate, schedule and transfer employees, and to direct, assign and schedule pupils and their instruction.

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

ARTICLE 8 - RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The president of the Association or his/her designee shall have the right to visit all buildings in the District to transact Association business, but all visitors must notify the building principal, and such Association business and visitation shall not be conducted during the contracted day.

The Association shall be provided annually with the District's seniority list inclusive of name, date of hire, employment status (Limited or Continuing Contract) and access to the District's directory of staff members to include worksite, job title, assignment, so long as the District continues to maintain such a directory.

The Association shall have access to the employee's mailboxes district e-Mail, and Intra district mail for distribution of Association related information.

The Association shall be given a thirty (30) minute timeslot, of which (10) minutes may be used to meet with new hires, at the conclusion of the opening day meeting. The President of the Association or their designee shall be notified via the Board agenda of any additional new hires following the opening day meeting.

The president of the Association or his/her designee will be furnished with the tentative agenda for any regular Board meeting at least 24 hours in advance. The actual agenda will be furnished at all regular Board meetings.

The Association shall have the right to reasonable use of school buildings, facilities and equipment, including copy machines and audio-visual equipment, without charge for professional meetings at a time when the building is being heated and a custodian normally is on duty. At other times, the Association may use the buildings according to the regulations and rentals established by the business office.

Placement of Association symbols on Board property shall be confined to Association bulletin boards. Any display of special program materials shall be in a timely manner and may appear on bulletin boards, classroom doors and other appropriate sites where building damage will not be incurred. Association symbols shall not be used to denote membership.

If the Association wishes to use audio-visual equipment, it shall file a timely request with the person in charge of such equipment and if the equipment is not in use, it shall be made available.

The Association agrees to assume responsibility for fair market value of loss or damage to such equipment while in possession or in control of the Association.

Building representatives will be expected to carry a proportionate share of duty assignments, such as hall duty, bus duty, lunchroom duty, etc.

Whenever requested in writing by the Superintendent, the Association will provide the following information within three (3) days of the request: the name, address, and respective title of the President, President-elect, Building Representatives, and the Chairperson of the Grievance Committee.

Second shift employees who are Association Executive Board members shall be permitted to attend the Association's Executive Board meetings. Such employees will arrange prior to the meeting to make up for any lost time with their supervisor.

ARTICLE 9 - EQUAL EMPLOYMENT RIGHTS

There shall be no discrimination, harassment or bullying of any kind, in regard to race, creed, religion, color or national origin, disability, sex, age, gender identity, gender expression, sexual orientation, veteran status, political affiliation or marital status by either party to this contract. No employee shall be the subject of discrimination or coercion as a result of membership or participation in legal activities or the association of which he/she is a member.

ARTICLE 10 - CONTRACTS

The Board shall provide every member of the bargaining unit a written base contract, and where applicable, a supplemental contract.

The provisions of such contracts shall be in keeping with the provisions of the Ohio Revised Code, Board Adopted Policies and this Agreement.

This contract shall include the following items:

1. Name and address;
2. Type of contract;
3. Length of contract;
4. Step and hourly rate;
5. Number of pay periods per year;
6. "Employee hereby agrees to fulfill the assigned duties in the public schools of said district";

7. “Employee further agrees to abide by and maintain the rules and regulations adopted by the Board”.

ARTICLE 11 - PROBATIONARY PERIOD

- A. All newly hired employees and employees hired after a break in seniority into a bargaining unit position shall serve a probationary period of up to one contract year (*i.e.*, 260 days for a 260-day employee). Only days an employee actually spends on the job count toward the one contract year probationary period, *i.e.*, leaves of absence, do not count. During the probation period, an employee may be terminated or laid off at the Employer’s sole discretion with no recourse to the grievance procedure or appeal under ORC Section 3319.081. During the probationary period, the employee shall have no seniority rights. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
- B. All promoted employees or those transferred into a different classification will serve a probationary period equivalent to one-half of a contract year (*i.e.*, 130 days for a 260-day employee). Only days an employee actually spends on the job count toward the one-half contract year probationary period, *i.e.*, leaves of absence, do not count. This probationary period shall begin on the employee’s first day of work in the new position. A promoted or transferred employee who evidences unsatisfactory performance may be returned to his/her former classification any time during the probationary period without recourse, or may be disciplined in accordance with the procedure outlined in the Agreement.
- C. New employees must actually work at least one hundred twenty (120) work days before being eligible for a two year contract under ORC Section 3319.081.
- D. Contract Sequence: Employees hired on or after November 2, 2018 will be subject to the contract sequence set forth in ORC Section 3319.081.
- E. To the extent there exists a conflict, these provisions supersede and replace the provisions of ORC Section 3319.081.

ARTICLE 12 - PAYROLL DEDUCTION/DIRECT DEPOSIT

- A. Any employee of the Tecumseh Local School District will be permitted payroll deductions for the purposes of professional dues (NEA/OEA/TASE), credit union, FCPE, annuities, medical package, etc., to be made without charge upon written authorization of the employee. Professional dues will be deducted from the pay of the member in twenty (20) equal installments beginning the second pay in October, provided the Association provides a written list of employees who have agreed to dues deduction and deduction amounts by September 30 each school year. If the list of employees is provided after September 30 the deductions will not occur in twenty (20) equal installments. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made. Any member hired or becoming eligible for membership after

October 1, shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

- B. Payment to the appropriate banking institution of authorized deductions shall be the same day as the payroll date via electronic funds transfer. All EFT information must be provided by the Association President or Treasurer to the District Treasurer's office by September 30 of each year. The Association's Treasurer shall be responsible for providing any EFT updated information in a timely manner. Payment of authorized annuities shall be within five (5) working days after the second pay period provided proper billing has been received.
- C. Such authorization shall continue in effect until such time that said employee gives written notice to the Treasurer of the Board and the Association to discontinue such deductions.
- D. Direct deposit of payroll checks shall be provided to the members of the Bargaining Unit by the Board without cost. Direct deposits may be made to a maximum of three (3) financial institutions per employee. Open enrollment periods shall be on a quarterly basis. Application and/or changes of existing arrangements for direct deposit can be made at the Treasurer's office. All members will receive a pay stub via email. The Treasurer's office will use a member's school email address unless the member submits a personal email address to the Treasurer's office.
- E. Association membership shall be annual from September 1 through August 31. Once a member enrolls, the membership shall be continuous for each subsequent membership year unless the individual cancels her/her membership.
 - 1. Any individual who wishes to cancel his/her membership must notify the Association's Treasurer and the Board's Treasurer in writing.
 - 2. In the event that a member's employment is terminated, either voluntarily or involuntarily, or if an unpaid leave of absence is taken, the Treasurer of the Board will deduct the remaining dues for the year from the employee's final paycheck. If the last paycheck is not sufficient to cover the amount of remaining dues, such dues shall be deducted up to the amount of the remaining paycheck.

ARTICLE 13 - SENIORITY

- 1. Seniority – Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences.
- 2. District Seniority – District Seniority is determined by the amount of continuous service an employee has with the Board beginning with the most recent date of permanent employment.

3. Classification Seniority – Classification seniority is determined by the amount of continuous service an employee has with the Board in a particular classification computed from the latest date of appointment to present classification.

Classification seniority shall be frozen if an employee moves to a different classification.

4. All seniority shall be lost when an employee retires, resigns, or is discharged for cause. Non-bargaining unit members shall not have seniority rights for a bargaining unit position regardless of any position previously held.
5. Ties in seniority shall be broken in the following manner:
 - a. First day worked in district;
 - b. Date of hire;
 - c. By lottery.

ARTICLE 14 - DISCIPLINE

A. Discipline

1. The Board's right to manage, direct, and control the operations of the District includes the right to discipline employees for just cause. Discipline may consist of verbal warnings, written reprimands, suspensions with pay, suspensions without pay, termination, or such other appropriate action as may be needed given the nature and magnitude of the misconduct involved.
2. A Bargaining Unit Member may request the presence of a TASE/OEA/NEA Representative of their choosing at any investigatory interview or meeting conducted by an Administrator if such interview or meeting might result in disciplinary action.
3. The discipline of employees shall follow the principles of progressive discipline as outlined in paragraph 1 above except when such events warrant stronger action.
4. Verbal warnings shall not be subject to the grievance procedure.
5. Any appeal of discipline (reprimand, suspension, termination) shall be through the grievance procedure and may be advanced directly to arbitration. This provision shall supersede and replace any appeal rights under ORC Section 3319.081.

B. Probationary Period

1. Bargaining unit members working under a probationary contract under Section A. of Article 11 (Probationary Period) may be removed at any time for any legal

reason, and such removal shall not be subject to the grievance arbitration procedure of this Agreement, nor subject to appeal under ORC Section 3319.081.

2. Bargaining unit members working under a probationary contract under Section B. of Article 11 (Probationary Period) may be returned to his/her former classification in accordance with the terms of that Section, but otherwise shall be entitled to appeal discipline through the grievance arbitration procedure. If an individual has been hired into the former position the District shall implement a reduction in force in that individual's classification pursuant to Article 15 (Reduction in Force).

C. Supersedes Ohio Law

It is the intent of both parties that this Article will supersede any and all contrary provisions of Ohio law that may be superseded.

D. Exclusions

This Article does not apply to supplemental contracts.

ARTICLE 15 - REDUCTION IN FORCE

- A. In the event the Board of Education determines it is necessary to reduce employees due to: lack of funds, lack of work, declining enrollment or abolishment of positions, the Board and Superintendent will follow the procedures listed below in determining bargaining unit contract suspension.
- B. In making reductions, attrition shall first be used to affect a reduction in force. If further reduction is required, then the Administration/Board will notify the President of the Association and the affected staff no less than fifteen (15) days prior to such reduction. All employees placed on the RIF list will be so advised.
- C. In making a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each pay classification affected, give preference first to employees under continuing contracts and then to employees on the basis of attendance. Attendance considerations shall be based on factors including: employee attendance history and patterns of absences. If two or more employees are deemed to have equal attendance by the administration, the contract of the least senior employee will be suspended, in order of classification seniority.
- D. 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 otherwise would receive under the contract.
- E. Any employee whose continuing contract is suspended under this Article shall have the right of restoration to continuing service status if and when a nonteaching position for

which the employee is deemed qualified by the administration becomes vacant or is created. The order of recall shall be based on classification seniority for vacancies in areas for which they are qualified as determined by the administration. No employee whose continuing contract has been suspended under this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed by the Board.

- F. A continuing contract employee shall remain on the recall list for a period of two (2) years from the effective date of contract suspension. Vacancies that occur in a position for which the suspended employee is qualified will be offered to and accepted by the employee within three (3) days of receipt of notice. Any employee who declines reinstatement or fails to respond within three (3) days of receipt of notice shall be removed from the recall list. It shall be the suspended employee's responsibility to keep the Board apprised of his/her home address.

To the extent there exists a conflict, these provisions supersede and replace the provisions of ORC Section 3319.172.

ARTICLE 16 - SUBCONTRACTING

The Board agrees that no employees will be laid off and no bargaining unit classifications will be abolished for the purpose of subcontracting positions. Current positions may only be subcontracted following attrition or vacancy after the posting of the position for no less than thirty (30) calendar days. For the purpose of this Article, attrition shall mean resignation, retirement, non-renewal, termination for cause, or death of an employee of the Board. If the Board is unable to fill a vacancy after thirty (30) days the Board shall notify the Union in writing of the inability to fill the position. Any vacancy filled through subcontracting under the terms of this Article shall be done on a temporary basis with the intent of filling the vacancy with a permanent employee once a qualified candidate has been identified. The parties acknowledge the temporary basis with respect to the length of the subcontract is dependent on the contract the District enters with a third party vendor.

ARTICLE 17 - VACANCIES/TRANSFER

- A. Notice of all bargaining unit job vacancies shall be emailed to all bargaining unit members and posted internally and for a period of two (2) work days.
- B. Notice Contents--The job vacancy notice shall include the following:
 - 1. The job title;
 - 2. A brief description of the position and duties;
 - 3. The minimum qualifications required for the position;

4. The assigned job site;
 5. The anticipated number of hours per day;
 6. Initial assigned work shift (custodians);
 7. The deadline for filing to fill the vacancy.
- C. Any staff member interested in a vacant position should notify, in writing, the Superintendent and the appropriate district supervisor within forty-eight (48) hours of the email. During the summer break, any staff member interested in a vacant position should notify, in writing, the superintendent and the appropriate district supervisor within twenty-four (24) hours of the email.
- D. All internal applicants will have the opportunity to participate in an interview with the direct supervisor and/or other appropriate personnel about the vacant position and the reasons they should be selected for the position.
- E. Seniority, qualifications, length of service in the classification, range of experience/training in the District, work record/evaluation, and attendance will be criteria in the consideration for filling job vacancies. If two or more candidates for a position are deemed equally qualified by the administration, the most senior candidate shall be given the position.
- F. The Board reserves the right to fill or not fill a vacancy, or to create a new position.
- G. Transfers: Assignments, reassignments and transfers, including involuntary transfers, shall be made according to the needs of the school system, however an involuntary transfer will be made only after first internally posting the position for twenty-four (24) hours in accordance with the procedures for job vacancies above.

ARTICLE 18 - TRAVEL COMPENSATION

Upon approval by the building principal, the Board will reimburse at the IRS adopted mileage rate, all employees who must regularly use personal transportation during the school day to fulfill their contractual duties. Said Board approval of travel reimbursement shall be effective for a period of not more than one year and shall expire at the end of the contract year without any action by the Board of Education and without any notice to the employee.

ARTICLE 19 - WORKING CONDITIONS

- A. Work year - The normal work year (July 1- June 30) inclusive of holidays.
- B. Workday - The employee's workday shall be defined as it relates to the current assignment of the employee. The employee's workday and work year shall not be diminished during the term of the contract of the employee, with the exception of circumstances meeting the criteria for RIF per Article 15.

Specific contractual work days per classification are as follows:

- Monitor I (latchkey, safety, study hall, lunchroom, breakfast monitors) and Monitor II (ALC monitor): 176 work days in addition to 6 paid holidays (182 contract days total)
- Maintenance Worker: 260 work days including 11 paid holidays
- Custodian I, Custodian II, Custodian III and Custodian IV: 260 work days including 11 paid holidays
- Aide I (Handicap and ELL): 176 work days in addition to 6 Paid Holidays and 2 work days before school starts (184 contract days total).
- Aide I (Title I): 174 work days in addition to 6 Paid Holidays and 2 work days before school starts (182 contract days total)
- Aide II (ELL Spanish Speaking Aide): 176 work days in addition to 6 paid holidays and 2 before school starts work days (184 contract days total)
- Aide II (Library Aide): 180 work days in addition to 7 paid holidays and 4 before school starts days (191 contract days total)
- Aide III (Interpreter/Nurse Aide): 176 work days in addition to 6 paid holidays and 2 before school starts work days (184 contract days total)
- Secretary I (assistant elementary secretary): 180 work days in addition to 2 before school starts work days and 2 after school starts work days and 7 paid holidays (191 contract days total)
- Secretary II (attendance, food service, guidance and assistant High School) and Secretary III (Principal Secretary): 180 work days in addition to 5 before school starts work days and 5 after school starts work days, and 7 paid holidays (197 contract days total)
- Secretary IV (special education): 260 work days including 11 paid holidays
- Food Service I:
 - 176 work days in addition to 6 paid holidays (182 contract days total)
 - 176 work days and 1 before school start and 6 paid holidays (183 contract days total) (Donnelsville Elementary 5-hour)
 - *Mandatory meetings of 1.5 hours per contract year per employee
- Food Service II:
 - 176 work days in addition to 2 before school start days and 6 paid holidays (184 contract days total)

- *Mandatory meetings of 1.5 hours per contract per employee
 - Registered Nurse: 178 work days in addition to 6 paid holidays (184 contract days total)
 - Computer Tech I, Computer Tech II and Computer Tech III: 255 work days including 11 paid holidays
- C. Work week – The standard work week for all bargaining unit employees shall be Sunday through Saturday.
1. Duty-free lunch – All employees working six (6) hours or more shall receive an unpaid duty-free lunch period. The lunch period for employees shall be no less than thirty (30) consecutive minutes.
 - a. Employees who are directed to work during their regularly assigned lunch period shall be compensated for time worked.
- D. Overtime
1. The regular work week shall be Sunday through Saturday.
 2. All overtime work must be pre-approved in writing by the employee’s evaluator.
 3. The Board necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determines the needs the district may require. Overtime shall be paid at one and a half (1 ½) times the regular rate of pay for all hours worked as directed and approved by the administration over forty (40) hours in a given work week.
 4. Holidays, vacation, sick leave, and personal leave shall not be considered as hours worked for purposes of overtime.
 5. To be eligible to earn overtime pay by working special events, an employee must have worked his/her last scheduled work shift prior to the special event. Special events are defined as those occurring outside the student day, including but not limited to sports, fine arts, ROTC, and FFA.
 6. Employees required to work on a Holiday shall be compensated at time and a half.
 7. The administration reserves the right to assign or not assign custodians to work district sponsored special events. Each building head custodian shall be responsible for staffing special events as follows:

If the administration deems it necessary, work for district sponsored special events shall first be offered as overtime to bargaining unit members in the building. If no eligible employee volunteers to work the event via overtime or flex time the work will be assigned based on building seniority on a rotating basis (least senior to most

senior). Employees may choose to flex their schedule in lieu of overtime with the approval of the supervisor. Work assignments for non-district sponsored special events shall be voluntary.

8. Overtime shall be offered as follows:

- a. First to all bargaining unit members in the department who have signed up for overtime building wide based upon rotating departmental seniority, then;
- b. To all bargaining unit members in the department who have signed up for overtime, but are assigned outside the building, based upon the rotating department seniority.

E. Holidays – Employees shall receive paid holidays as follows:

1. Twelve-month employees: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, Christmas Eve.
2. Less than Twelve-month employees: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day (only for library aides, secretaries, and computer techs), Labor Day, Thanksgiving Day, Christmas.
3. Holidays that fall on the weekend shall be observed during the week.

F. Labor Management Meetings

1. A Labor Management Committee (LMC) shall be established and will consist of four (4) standing members: Superintendent or designee, Treasurer, Association President, Association Vice President. If mutually agreed upon, a reasonable number of additional participants on both sides shall be permitted if needed to discuss issues affecting a particular job or department.
2. The LMC will meet no more than two (2) times per contract year, unless the LMC agrees to meet more frequently. One such LMC meeting shall be to review job descriptions as referenced in section H below. LMC meetings may only be cancelled by mutual consent. Meetings shall last no longer than one (1) hour.

G. Health and Safety

Bargaining unit members shall complete a drug administration training program pursuant to Ohio Law and Board Policy prior to administering any medication. Bargaining unit members may request that this training in drug administration be repeated.

H. Calamity Day

1. When school is canceled or closed because of inclement weather or other calamity, all 12-month support staff employees are expected to report to work, unless a Clark County Level 2 or 3 Snow Emergency is declared. However, specific job duties or responsibilities may require some employees to report to work in the instance of Level 2 snow emergencies. The Superintendent/designee determines whether or not conditions are too hazardous to expect employees to report for work at the regularly scheduled time, at a later time, or not at all.
2. Calamity day shall not include any day where the school building is closed to students due to an epidemic or pandemic and student learning continues in a remote or distance learning setting. Under such circumstances, employees are expected to report to work in person unless pre-approved for remote work by their supervisor.
3. Employees who are required to work at times when school is closed will be paid a regular rate of pay for hours worked.
4. Employees who are required to report for work when school is closed and who fail to report will not receive any compensation for that day and may be subject to disciplinary action unless they take available leave provided under the contract.
5. Except for 12-month employees, if an employee's workday coincides with the start of the student instructional day, the employee shall have a delayed report time equivalent to that of the delay.

I. Job Descriptions

1. As stated above in section E, the Labor Management Committee shall meet annually to review job descriptions for bargaining unit positions covered by this Agreement. If circumstances applicable to a particular position materially change, it is mutually recognized that the job description applicable to that position should be changed in recognition of such circumstances. The ultimate determination of the identity of the new job description(s) shall be the right of the Superintendent.
2. Copy of Job Description
 - a. The Association President shall be furnished a copy of the job description of each position covered under the terms of this Agreement.
3. New Hires
 - a. All newly hired employees shall be furnished a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request or when a change to their job description occurs.

4. Content
 - a. Job descriptions will list the general duties to be performed by the employee for each position.

J. Aides

1. Aides shall work the day of the annual district meeting to attend the meeting and prepare for the arrival of students. Aides shall be required to complete a sign in/sign out sheet for time spent working on the annual district meeting day.

ARTICLE 20 - PERSONNEL RECORDS

- A. There will be established and maintained one (1) official file on all support staff members. Each building may maintain a building personnel file for the purpose of storing evaluation information and other relevant personnel information on an annual basis.

Personnel records shall be available for public review except for matters which are exempted by law as set forth in ORC 149.43 (A)(1):

1. Confidential law enforcement investigatory record.
2. Medical record.
3. Trial preparation record.
4. Any other records the release of which is prohibited by state or federal law.

Individuals, other than appropriate school personnel, wishing to review personnel records shall make the request to the Public Records Officer.

- B. The Public Records Officer will comply with Section 149.43 of the ORC. All public records responsive to the request shall be promptly prepared and made available for inspection to any person at all reasonable times during regular business hours and during this time the employee will be notified.
- C. Unless specifically required or authorized by state or federal law or in accordance with division (B) of this section, no public office or person responsible for public records may limit or condition the availability of public records by requiring disclosure of the requester's identity or the intended use of the requested public record.
- D. A public office or person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, but may do so only after disclosing to the requester that a written request is not mandatory and that the requester may decline to reveal the requester's identity or the intended use and when a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability of the public office or person responsible for public records to identify, locate, or deliver the public records sought by the requester.

- E. If the request is made in person, the requester will review the records in the presence of the administrators designated to maintain such records.
- F. The requestor will make no alterations or additions to the record nor remove any materials there from.
- G. If the request is made in writing, a copy of the form will be placed in the personnel file.
- H. A unit member shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the administration offices. The unit member shall schedule an appointment with the Superintendent's secretary.

The employee will receive a copy of all materials placed in the file.

The member may submit letters of merit which shall be placed in his/her personnel file.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

ARTICLE 21 - SICK LEAVE

- A. All full-time bargaining unit members shall accrue paid sick leave at a rate of 1 ¼ days per month for 12 months for a total of 15 days of sick leave per school year, cumulative up to a maximum of 280 days.
- B. Employees may use sick leave for absence due to:
 - 1. Personal illness or injury;
 - 2. Illness due to pregnancy;
 - 3. Doctor's appointments;
 - 4. Exposure to contagious disease, which could be communicated to others;
 - 5. Illness, injury, or death in the employee's immediate family; and/or
 - 6. Funeral of close personal friend or step-relation.
- C. For purposes of this section, "immediate family" is defined as: parents, siblings, children, grandchildren, grandparents, spouse or live-in significant other, father-in-law, mother-in-law, or any relative living in the same household as the employee.
- D. Sick leave will be paid at the employee's current regular rate of pay.
- E. The Employee must call their direct supervisor as soon as possible, but no later than two (2) hours before the scheduled work time to advise of the use of sick leave, except in an emergency situation where the Employee had no awareness of illness two (2) hours prior.
- F. An employee absent from duty for sickness because of the reason(s) as specified in subparagraphs (1) through (6) of Paragraph B shall report such absence in the District's electronic employee tracking system prior to the absence, if possible, or within 24 hours

after return to duty. On the designated electronic sick leave form, the Employee must certify the reason for absence. If medical attention is required, the Employee's statement must list the name and address of the attending physician and the date(s) when s/he was consulted. A doctor's excuse will be required following a sick leave absence of three (3) or more consecutive work days, but the Employer maintains the right to require a doctor's excuse in other circumstances as set forth in paragraph I below.

- G. Employees who have been absent for three (3) consecutive working days or more due to illness or injury may be required to present a statement from a physician validating that they are physically able to resume their duties on a full-time basis. Further, employees who are absent for any length of time due to surgery or other hospital procedure (in-patient or out-patient) must submit a statement from a physician validating that they are physically able to resume their duties on a full-time basis.
- H. Employees who transfer from the service of another school district or any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with the requirements of ORC 3319.141, upon presentation by September 15 in the first year of employment of a certificate of verification from the administrative officer where the employee was last employed showing the number of accumulated sick leave days.
- I. The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. An employee who fraudulently requests sick leave or falsifies a physician's verification or other sick leave record may be subject to appropriate disciplinary action, up to and including termination.
- J. Each new employee (employed less than one year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.
- K. Sick leave may be taken in one-quarter (1/4) day increments.
- L. The above sick leave provisions shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141 and ORC 124.39.
- M. Up to five (5) days of sick leave may be allowed in each case of death of the employee's: father, mother, sister, brother, spouse, former spouse(s), child, step-parent, step-child, foster child, foster parents, children-in-law, parents-in-law, brother-in-law, sister-in-law, grandparents or grandparents of spouse, grandchild, aunt, uncle, first cousin, niece or nephew, and any other person who is a permanent resident of the employee's household.
 - 1. The Superintendent may grant additional days of absence if special circumstances exist.

ARTICLE 22 - SEVERANCE PAY UPON RETIREMENT

Any unit member who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under SERS upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculation for the severance benefit for employees hired prior to July 1, 2021 shall be one-fourth of the unused accumulated sick leave up to 248 days, not to exceed 62 days. Calculation for the severance benefit for employees hired on or after July 1, 2021 shall be one-fourth of the unused accumulated sick leave up to 228 days, not to exceed 57 days.
- B. Severance pay shall be made based on the unit member's rate of pay at the time of actual retirement.
- C. Payment of severance pay shall be in a lump sum made in the first regular pay in September after receiving their last regular paycheck, as long as the unit member has provided the Employer with notice and written substantiation that he/she has actually retired and is receiving retirement benefits from SERS. Such written substantiations must be made to the Board Treasurer within one hundred twenty (120) days after the unit member actually retires.
- D. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.
- E. Unit members who are retiring must participate in an exit conference with the Treasurer or his/her designee, or must sign a waiver indicating their refusal to meet.

ARTICLE 23 - SICK LEAVE BANK

- A. Purpose
 - 1. To loan additional days of sick leave to bargaining unit members who experience serious health conditions (or catastrophic illness) or whose immediate family (spouse, child, parent) experience serious health conditions (or catastrophic illnesses). Catastrophic illnesses/serious health conditions are characterized by a period of incapacity of at least thirty (30) calendar days. In addition to the long period of incapacity, the person experiencing a serious health condition or catastrophic illness must be under the continuing care of a physician. For the purposes of the sick leave bank, maternity leave does not qualify as a serious health condition.
- B. Eligibility
 - 1. Only participating members may use the bank.

2. All accumulated sick leave and any possible advances of sick leave days shall have been used. Also, the member shall not be eligible for disability leave under Ohio State Employee's Retirement System.

C. Operational Procedures

1. At the beginning of each school year, the association will distribute forms to all members offering them the opportunity to voluntarily donate one (1) day of sick leave to the sick leave bank. The members will complete, sign, and forward the form to the association president by October 30.
2. If at least ten (10) participants are not enrolled by November 1, the bank will not be established for that school year.
3. Applications for loans from the sick leave bank must be made on the sick leave bank application available from the association president. A physician's signed statement is required with each application.
4. The loan application will be reviewed by the Sick Leave Bank Committee of the association and a decision will be made, based on a majority vote of the committee within ten (10) working days of receipt of the request. All decisions of the committee will be final and binding, and not subject to the grievance/arbitration provisions of this agreement.
5. Within five (5) working days of the granting of days from the sick leave bank, the treasurer will post the granted days to the applicant's sick leave accumulation account.
6. The maximum number of days that a member may borrow is twenty (20) days. One (1) extension of twenty (20) additional days may be applied for in the same manner as the original application.
7. The Sick Leave Bank Committee cannot approve more days than the number of days remaining in the bank.
8. If the bank has unused days at the end of the year, no more than one-hundred and fifty (150) unused days will be carried over to the next school year. Any unused days beyond the one-hundred and fifty (150) days will not be carried over and will be discarded.
9. If no sick bank days have been used in the prior year then all members that donated to that sick bank that year will not have a day deducted for the following year. If one (1) day or more is used, then all members will be required to donate a sick day to the bank the following year if they would like to participate in the sick leave bank.

(For example: If an employee donates in 2021-2022 and zero days are used that year, said employee will not have to donate in 2022-2023 and his/her sick leave will remain in the bank. Said employee will need to donate again in 2023-2024.)

10. If, at any time during the duration of the contract, the days fall to zero, all participating members will be asked to donate one day to remain eligible.
- D. The Association holds the Board harmless against any and all claims relating to the Sick Leave Bank.

ARTICLE 24 - VACATION

- A. Employees who are assigned to work at least twelve (12) months per year shall receive paid vacation leave. Such employees who are regularly assigned to work at least eight (8) hours per day shall accrue vacation leave as follows:
1. Upon completion of one (1) year of service in the District, ten (10) days of paid vacation.
 2. Upon completion of ten (10) or more years of service in the District, fifteen (15) days of paid vacation.
 3. Upon completion of twenty (20) or more years of service in the District, twenty (20) days of paid vacation.
- B. All full-time, 12-month employees are entitled to paid vacation as follows: less than one (1) year of service, employees shall be prorated up to eight (8) vacation days during the first year of employment (the employee shall then receive two (2) days their second year of employment).
- C. Employees shall take their vacation leave and not draw pay in lieu thereof. Vacation leave cannot be accumulated from year-to-year.
- D. Vacation pay shall be calculated by multiplying the number of vacation leave days taken by the employee's straight-time hourly rate of pay at the time vacation leave is taken.
- E. The Board reserves the right to limit the number of employees who may take vacation leave at any particular time. Vacation leave requests must be submitted to the employee's immediate supervisor, in writing, at least fourteen (14) days before the first day of the proposed vacation.
- F. Advance approval by a supervisor via the District's electronic employee tracking system is required to use vacation leave.

ARTICLE 25 - PERSONAL EMERGENCY LEAVE

- A. All full-time employees will receive three (3) days of personal emergency leave each contract year. All part-time employees shall receive the equivalent of three (3) personal leave days based on the number of hours they work per day on a prorated basis (a two-hour per day employee would receive a total of six (6) hours of personal leave).
- B. Employees are expected to use personal leave days judiciously. To this end, the following rules shall apply:
 - 1. Personal leave shall only be used for required absences during the employee's normal work hours that are beyond the control of the employee. It shall not be used for gainful employment or seeking gainful employment, vacation, rest, shopping or recreation, attending fraternal functions, personal business which can be conducted outside the employee's regular workday, or for any purpose which is a legitimate use of sick leave.
 - 2. Personal leave will not be approved during the first four (4) weeks or the last four (4) weeks that school is open for instruction each year, or for two (2) work days in succession, unless it is deemed an emergency as approved by the Superintendent or designee.
 - 3. Personal leave will not be approved for the day preceding or following a school holiday, a school vacation period, employee sick leave day, or to extend an employee vacation, except in emergency circumstances as approved by the Superintendent.
- C. For purposes of this Article, "emergency" is defined as a serious, unexpected situation, outside of the employee's control, that requires immediate action.
- D. Employees who are newly-employed for less than a full contract year shall earn personal leave in proportion to the fractional part of the contract year that remains.
- E. The Board reserves the right to deny a personal leave day request should staffing needs in a particular building dictate the employee work that day.
- F. Requests for personal leave shall be submitted to the District's electronic employee tracking system in as far in advance as possible, but at least two (2) work days or forty-eight (48) hours (whichever is greater) in advance of the day requested (leave requests for Mondays must be submitted by the previous Thursday). If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission in the electronic employee tracking system.
- G. For full-time bargaining unit members only: unused personal leave days as of the last employee workday of the school year, or, in case of a retiring employee, his/her last day of work before retirement, will either be converted to sick leave days, or at the sole discretion of the member, cashed out at the rate of \$350 for all three accrued but unused personal days. The cash out provision is applicable only if the bargaining unit member has not used

more than three (3) sick leave days for the school year. If the member opts for cash payment, such shall be made by the last pay of August of the next contract year. (Stipend form should be submitted to the board office by the last day of the contract year.)

- H. Any unused personal leave shall be added to the sick leave accumulation (if a stipend form has not been submitted) whenever an individual is under the maximum ceiling of sick leave at the time. (See Article 22 – Severance Pay on Retirement).

ARTICLE 26 - PROFESSIONAL LEAVE

Professional leave granted to employees as provided under provisions of Section 3313.20, Revised Code of Ohio.

- A. Request for professional leave shall be made on forms provided to the Superintendent through the building principal. All requests must be received in the Superintendent’s office at least five (5) school days prior to the regular meeting of the Board. A description for said professional leave will be attached to the application at the time of submission.
- B. Persons attending conventions, conferences or other professional meetings shall submit a short report highlighting the meeting so that the benefits may be shared with other staff members.
- C. Any employee may receive compensation and expenses for days on which he/she is excused by such Board for the purpose of attending professional meetings. The Board may provide and pay the salary of a substitute for such days.

ARTICLE 27 - ASSOCIATION LEAVE

- A. Up to two (2) unit members who are elected or appointed to governing bodies or committees of TASE, Ohio Education Association, National Education Association, or Central OEA Region shall be granted up to three (3) days leave each with pay to attend meetings of such bodies.
- B. For any such leave days, the Board shall not pay the expenses of such officers or delegates.

ARTICLE 28 - ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover employees absent due to physical disability resulting from assault under the following conditions:

- A. Any employee who must be absent from assigned duties due to physical disability resulting from an assault in the course of, and arising out of the employee’s employment while working, or at school-related activities on or off school premises, before, during or after

school hours, will be paid his/her full scheduled compensation for a maximum period of ten (10) days.

- B. If permanently disabled, the employee must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."
- C. Before assault leave can be approved, the employee shall furnish, to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses. The employee, in conjunction with their immediate supervisor, shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.
- D. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee, or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the employee is entitled.
- E. Both the Association and the Board shall encourage the employee, in writing, to file appropriate action against the person committing the assault, including criminal charges or civil action, or both, in case of any assault or injuries.

ARTICLE 29 - JURY DUTY/COURT APPEARANCE

Staff member shall report to the supervisor/principal when they are called for jury duty or a court appearance.

Staff members who choose to serve on a jury or who are required to attend a court appearance related to their job will not be penalized for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance within fifteen (15) days of return from jury duty.

While on jury duty, staff members are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay.

The time spent on jury duty or at a job related court appearance will not be charged against personal leave and will count as time on-the-job.

Staff members must submit to the Treasurer a record from the courts of the number of days served.

ARTICLE 30 - FAMILY MEDICAL LEAVE

The Board of Education will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District

will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the District will adhere to the requirements of applicable federal and state laws. (Reference TLSLSD Bylaw and Policy 3430.01)

ARTICLE 31 - TUITION-FREE STATUS FOR CHILDREN OF EMPLOYEES

All employees of the Tecumseh Local School District shall have tuition-free status for their children (children shall be defined as natural children, step-children, foster children, and children where employee is legal guardian) so long as the Tecumseh Local School District maintains an open enrollment status as defined by the State of Ohio and Tecumseh Local Board Policy. Children of District employees may attend tuition-free, wherever they live.

Should the District choose to no longer participate in open enrollment, as defined above, this Article shall become null and void. Guidelines for admission for a tuition-free status shall be the same as Inter-district Open Enrollment as outlined in Policy 5113 and 5113A.

ARTICLE 32 - LIFE INSURANCE

The Board shall provide for the purchase of Term Life Insurance in the amount of \$40,000 for a full-time employee.

The Board shall provide for the purchase of Term Life Insurance in the amount of \$20,000 for a half-time employee.

The accidental death/dismemberment and conversion rights will be provided as long as they are available through the insurance carrier.

ARTICLE 33 - HOSPITALIZATION INSURANCE

The Tecumseh Local School District will offer the United Health Care Core Plan. Employees on the UHC Buy-Up Plan as of the date of ratification of the Agreement can remain on the UHC Buy-Up Plan until and through December 31, 2022. As of January 1, 2023, the UHC Buy-Up Plan will no longer be an option for District hospitalization insurance.

Payment for the Core Plan hospitalization insurance shall be as follows:

2021-2024

83% shall be paid by the board for full-time employees.

17% shall be paid by the full-time employee.

The Board will pay 42.5% of the total Core Plan premium for half-time employees.

It is understood that the Core Plan provide for prescription drugs, vision care, major medical and emergency hospitalization as well as basic coverage. The Core Plan will offer Single, Employee +kids, and Family coverage.

ARTICLE 34 - DENTAL INSURANCE

Dental Insurance will be made available to all full-time employees. The cost of dental insurance shall be paid as follows:

75% shall be paid by the Board.

25% shall be paid by the employee.

ARTICLE 35 - VISION INSURANCE

Vision Insurance will be made available to employees enrolled in the district hospitalization plan.

The cost of vision insurance shall be paid as follows:

75% shall be paid by the Board.

25% shall be paid by the employee.

APPENDIX A: SALARY SCHEDULE 2021-2022

2021/2022	Monitor I	Monitor II	Attendance Worker	Custodian I	Custodian II	Custodian III	Custodian IV	Aide I	Aide II	Aide III	Secretary I	Secretary II	Secretary III	Secretary IV	Food Service I	Food Service II	Registered Nurse-Computer Tech	Computer Tech	Computer Tech III	
1	\$12.90	\$12.90	\$16.57	\$15.31	\$16.69	\$16.36	\$16.29	\$12.90	\$13.92	\$11.47	\$14.47	\$14.55	\$15.18	\$15.33	\$12.90	\$15.54	\$13.89	\$6.00	\$6.00	\$14.64
2	\$13.29	\$13.29	\$20.08	\$17.96	\$17.92	\$18.00	\$18.59	\$14.80	\$15.47	\$12.97	\$15.27	\$15.88	\$16.65	\$17.08	\$14.80	\$16.71	\$14.71	\$21.81	\$21.22	\$21.95
3	\$14.18	\$14.18	\$21.71	\$18.09	\$18.08	\$18.17	\$19.79	\$15.18	\$16.10	\$13.24	\$15.99	\$16.65	\$17.37	\$17.07	\$15.18	\$17.48	\$15.13	\$21.40	\$21.83	\$22.57
4	\$15.09	\$15.09	\$22.23	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$15.59	\$22.00	\$22.12	\$23.07
5	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$15.60	\$22.42	\$22.76	\$23.21
6	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$15.90	\$22.04	\$22.47	\$23.50
7	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$16.30	\$22.42	\$22.85	\$23.50
8	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$17.30	\$22.42	\$22.85	\$23.50
9	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$17.76	\$22.27	\$22.70	\$23.50
10	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$18.21	\$22.58	\$23.01	\$23.50
11	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$18.69	\$23.03	\$23.46	\$24.07
12	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$19.13	\$23.27	\$23.70	\$24.31
13	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$19.69	\$23.69	\$24.12	\$24.73
14	\$15.90	\$15.90	\$22.13	\$19.09	\$20.64	\$20.25	\$20.41	\$15.90	\$17.44	\$13.44	\$16.65	\$17.37	\$18.09	\$19.23	\$15.90	\$18.27	\$20.08	\$23.94	\$24.37	\$24.98
15	\$16.21	\$16.21	\$24.24	\$20.01	\$21.64	\$21.24	\$21.44	\$16.71	\$17.86	\$13.64	\$17.47	\$18.26	\$19.00	\$19.77	\$16.71	\$19.45	\$19.55	\$23.29	\$23.72	\$24.33
16	\$16.21	\$16.21	\$24.24	\$20.01	\$21.64	\$21.24	\$21.44	\$16.71	\$17.86	\$13.64	\$17.47	\$18.26	\$19.00	\$19.77	\$16.71	\$19.45	\$19.88	\$23.29	\$23.72	\$24.33
17	\$16.21	\$16.21	\$24.24	\$20.01	\$21.64	\$21.24	\$21.44	\$16.71	\$17.86	\$13.64	\$17.47	\$18.26	\$19.00	\$19.77	\$16.71	\$19.45	\$20.35	\$23.29	\$23.72	\$24.33
18	\$16.21	\$16.21	\$24.24	\$20.01	\$21.64	\$21.24	\$21.44	\$16.71	\$17.86	\$13.64	\$17.47	\$18.26	\$19.00	\$19.77	\$16.71	\$19.45	\$20.75	\$23.29	\$23.72	\$24.33
19	\$16.21	\$16.21	\$24.24	\$20.01	\$21.64	\$21.24	\$21.44	\$16.71	\$17.86	\$13.64	\$17.47	\$18.26	\$19.00	\$19.77	\$16.71	\$19.45	\$21.05	\$23.29	\$23.72	\$24.33
20	\$17.12	\$18.72	\$24.95	\$20.99	\$21.56	\$21.78	\$22.29	\$17.12	\$18.30	\$14.21	\$17.91	\$18.72	\$19.47	\$20.25	\$17.12	\$19.64	\$19.64	\$24.77	\$25.64	\$26.60
21	\$17.12	\$18.72	\$24.95	\$20.99	\$21.56	\$21.78	\$22.29	\$17.12	\$18.30	\$14.21	\$17.91	\$18.72	\$19.47	\$20.25	\$17.12	\$19.64	\$19.64	\$24.77	\$25.64	\$26.60
22	\$17.12	\$18.72	\$24.95	\$20.99	\$21.56	\$21.78	\$22.29	\$17.12	\$18.30	\$14.21	\$17.91	\$18.72	\$19.47	\$20.25	\$17.12	\$19.64	\$19.64	\$24.77	\$25.64	\$26.60
23	\$17.12	\$18.72	\$24.95	\$20.99	\$21.56	\$21.78	\$22.29	\$17.12	\$18.30	\$14.21	\$17.91	\$18.72	\$19.47	\$20.25	\$17.12	\$19.64	\$19.64	\$24.77	\$25.64	\$26.60
24	\$17.12	\$18.72	\$24.95	\$20.99	\$21.56	\$21.78	\$22.29	\$17.12	\$18.30	\$14.21	\$17.91	\$18.72	\$19.47	\$20.25	\$17.12	\$19.64	\$19.64	\$24.77	\$25.64	\$26.60
25	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
26	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
27	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
28	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
29	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
30	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
31	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
32	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
33	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
34	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64
35	\$17.53	\$20.60	\$25.57	\$21.05	\$22.69	\$22.31	\$22.97	\$17.53	\$18.76	\$14.84	\$18.38	\$19.16	\$19.96	\$20.75	\$17.53	\$20.12	\$18.01	\$26.09	\$26.52	\$27.64

APPENDIX A: SALARY SCHEDULE 2022-2023

2022/2023	Minors I	Minors II	Maintenance Worker	Canadian I	Canadian II	Canadian III	Canadian IV	Aide I	Aide II	Aide III	Secretary I	Secretary II	Secretary III	Secretary IV	Food Service/Food Service/Highschool/Non-tenured/Tech/Janitor/Tech II
0	\$13.25	\$13.25	\$19.91	\$15.64	\$16.14	\$16.59	\$17.06	\$17.55	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50	\$21.00
1	\$14.07	\$14.07	\$19.91	\$16.50	\$17.13	\$17.45	\$17.90	\$18.40	\$18.85	\$19.35	\$19.85	\$20.35	\$20.85	\$21.35	\$21.85
2	\$14.79	\$14.79	\$19.91	\$17.40	\$18.28	\$18.45	\$18.96	\$19.49	\$19.95	\$20.45	\$20.95	\$21.45	\$21.95	\$22.45	\$22.95
3	\$15.48	\$15.48	\$19.91	\$18.45	\$19.36	\$19.45	\$20.11	\$20.60	\$21.10	\$21.60	\$22.10	\$22.60	\$23.10	\$23.60	\$24.10
4	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
5	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
6	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
7	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
8	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
9	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
10	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
11	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
12	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
13	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
14	\$16.22	\$16.22	\$19.91	\$19.67	\$20.44	\$20.69	\$21.23	\$21.72	\$22.22	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72	\$25.22
15	\$17.04	\$17.04	\$19.91	\$20.43	\$21.46	\$21.66	\$22.38	\$23.08	\$23.78	\$24.41	\$25.11	\$25.81	\$26.51	\$27.21	\$27.91
16	\$17.04	\$17.04	\$19.91	\$20.43	\$21.46	\$21.66	\$22.38	\$23.08	\$23.78	\$24.41	\$25.11	\$25.81	\$26.51	\$27.21	\$27.91
17	\$17.04	\$17.04	\$19.91	\$20.43	\$21.46	\$21.66	\$22.38	\$23.08	\$23.78	\$24.41	\$25.11	\$25.81	\$26.51	\$27.21	\$27.91
18	\$17.04	\$17.04	\$19.91	\$20.43	\$21.46	\$21.66	\$22.38	\$23.08	\$23.78	\$24.41	\$25.11	\$25.81	\$26.51	\$27.21	\$27.91
19	\$17.04	\$17.04	\$19.91	\$20.43	\$21.46	\$21.66	\$22.38	\$23.08	\$23.78	\$24.41	\$25.11	\$25.81	\$26.51	\$27.21	\$27.91
20	\$17.46	\$17.46	\$19.91	\$21.00	\$21.99	\$22.23	\$23.84	\$24.66	\$25.41	\$26.16	\$26.91	\$27.66	\$28.41	\$29.16	\$29.91
21	\$17.46	\$17.46	\$19.91	\$21.00	\$21.99	\$22.23	\$23.84	\$24.66	\$25.41	\$26.16	\$26.91	\$27.66	\$28.41	\$29.16	\$29.91
22	\$17.46	\$17.46	\$19.91	\$21.00	\$21.99	\$22.23	\$23.84	\$24.66	\$25.41	\$26.16	\$26.91	\$27.66	\$28.41	\$29.16	\$29.91
23	\$17.46	\$17.46	\$19.91	\$21.00	\$21.99	\$22.23	\$23.84	\$24.66	\$25.41	\$26.16	\$26.91	\$27.66	\$28.41	\$29.16	\$29.91
24	\$17.46	\$17.46	\$19.91	\$21.00	\$21.99	\$22.23	\$23.84	\$24.66	\$25.41	\$26.16	\$26.91	\$27.66	\$28.41	\$29.16	\$29.91
25	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
26	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
27	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
28	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
29	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
30	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
31	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
32	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
33	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
34	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16
35	\$17.88	\$17.88	\$19.91	\$21.67	\$22.53	\$22.76	\$24.38	\$25.24	\$26.00	\$26.86	\$27.72	\$28.58	\$29.44	\$30.30	\$31.16

