



12-MED-05-0586

0412-01

K30858

06/23/2014

AGREEMENT

Between the

ROBERT BYCROFT EDUCATION ASSOCIATION

and the

COLUMBIANA COUNTY BOARD OF DD

September 1, 2012 – August 31, 2015

TABLE OF CONTENTS

	<u>PAGE(S)</u>
ARTICLE 1. PREAMBLE/PURPOSE.....	1
ARTICLE 2. RECOGNITION	1-2
ARTICLE 3. DEFINITIONS.....	3-4
ARTICLE 4. NEGOTIATIONS PROCEDURE	4-6
ARTICLE 5. GRIEVANCE PROCEDURE	6-9
ARTICLE 6. WAIVER IN CASE OF EMERGENCY	9
ARTICLE 7. MANAGEMENT RIGHTS.....	10
ARTICLE 8. ASSOCIATION RIGHTS	10-12
ARTICLE 9. NON-DISCRIMINATION	12-13
ARTICLE 10. PAY PERIODS.....	13
ARTICLE 11. PAYROLL DEDUCTIONS.....	13-14
ARTICLE 12. FAIR SHARE FEE.....	14-16
ARTICLE 13. PROBATIONARY PERIOD.....	16
ARTICLE 14. INTENT TO EMPLOY	16-17
ARTICLE 15. EMPLOYEE CERTIFICATION.....	17
ARTICLE 16. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	18
ARTICLE 17. LABOR/MANAGEMENT MEETINGS.....	18
ARTICLE 18. HEALTH AND SAFETY	18-19
ARTICLE 19. INSTRUCTOR EVALUATION PROCEDURE	19-20
ARTICLE 20. NON-TEACHING EMPLOYEE EVALUATION	20-21
ARTICLE 21 EARLY INTERVENTION SPECIALIST AND SERVICE COORDINATOR – HELP ME GROW EVALUATION.....	22-23
ARTICLE 22. CORRECTIVE ACTION	23-24
ARTICLE 23. PERSONNEL FILES.....	25
ARTICLE 24. SENIORITY	25-27
ARTICLE 25. TRANSFER/VACANCY/PROMOTION	28-29
ARTICLE 26. LAYOFF AND RECALL.....	30-31
ARTICLE 27. SICK LEAVE	31-35
ARTICLE 28. PAID PERSONAL LEAVE	35-37
ARTICLE 29. PARENTAL LEAVE	37
ARTICLE 30. UNPAID LEAVE OF ABSENCE	37-39
ARTICLE 31. PROFESSIONAL LEAVE	39-40
ARTICLE 32. COURT LEAVE.....	40
ARTICLE 33. ASSAULT LEAVE.....	40-41

ARTICLE 34. MILITARY LEAVE.....	42
ARTICLE 35. DISABILITY LEAVE (SEPARATION).....	42-43
ARTICLE 36. FAMILY AND MEDICAL LEAVE ACT.....	43-44
ARTICLE 37. LENGTH OF WORK DAY AND YEAR	44-47
ARTICLE 38. EXTRA DUTIES	47-48
ARTICLE 39. TRANSPORTATION OF STUDENTS.....	48
ARTICLE 40. DELEGATED NURSING.....	49-50
ARTICLE 41. COMPENSATORY DAYS.....	50-52
ARTICLE 42. CALAMITY DAYS.....	52-53
ARTICLE 43. VACATION.....	53-54
ARTICLE 44. PAY INCREMENTS AND STEP INCREASES	54
ARTICLE 45. EMPLOYEE SALARY.....	54-55
ARTICLE 46. EXPENSE REIMBURSEMENTS	55-58
ARTICLE 47. CREDIT TIME.....	58
ARTICLE 48. PRODUCTIVITY STANDARDS.....	58-59
ARTICLE 49. RESIDENT EDUCATOR PROGRAM	59-61
ARTICLE 50. DAMAGE TO EMPLOYEE’S PERSONAL PROPERTY.....	61-62
ARTICLE 51. EMPLOYEE DRIVING QUALIFICATIONS.....	62
ARTICLE 52. HOSPITALIZATION/INSURANCE.....	62-65
ARTICLE 53. WORKER’S COMPENSATION	65
ARTICLE 54. PROFESSIONAL LIABILITY INSURANCE.....	65-66
ARTICLE 55. PERS AND STRS	66
ARTICLE 56. NO STRIKE/NO LOCKOUT	66
ARTICLE 57. SEVERABILITY	66-67
ARTICLE 58. TERM AND DURATION OF AGREEMENT.....	67-68
APPENDICES	70-92
APPENDIX A – GRIEVANCE FORM	69
APPENDIX B - EVALUATION.....	70-78
APPENDIX C – MAJOR MEDICAL SCHEDULE OF BENEFITS.....	79-82
APPENDIX D – VISION CARE BENEFITS	83
APPENDIX E – NOTICE OF PRE-DISCIPLINARY CONFERENCE.....	84
APPENDIX F – SALARY SCHEDULES.....	85-91

**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1 The Agreement entered into by the Columbiana County Board of Developmental Disabilities (hereinafter referred to as the "Employer," "CCBDD" or "Board"), and the Robert Bycroft Education Association (hereinafter referred to as the "Association") (collectively the "Parties") has as its purpose the following:

- A. to achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote improved work performance;
- B. to provide for the peaceful and equitable adjustment of differences which may arise;
- C. to attract and retain qualified employees by providing benefits compatible with the financial resources of the Employer;
- D. to assure the effectiveness of services by providing an opportunity for employees to meet with the Employer either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Ohio Revised Code, State and Federal laws, and the Constitutions of the State of Ohio and the United States of America;
- E. to ensure the right of every employee to fair and impartial treatment; and
- F. to provide an opportunity for the Association and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to full-time employees within the bargaining unit.

**ARTICLE 2
RECOGNITION**

Section 2.1 The Employer recognizes the Association as the exclusive and sole representative for the purpose of negotiating rates of pay, fringe benefits, and other conditions of employment for those employees of the Employer in the bargaining unit.

The Association recognizes the Superintendent as the Chief Executive Officer of the Board. Throughout this Agreement, reference to the Board, Employer, and/or Superintendent will include the designee of each.

Section 2.2 Inclusions: Whenever used in this Agreement, the terms "bargaining unit" and "employees" shall be deemed to include those individuals employed full-time, who have completed their initial probationary period, and hold the following classifications:

- A. Instructor IV;
- B. Instructor Assistant;
- C. Adaptive Physical Education;
- D. Speech Language Pathologist;
- E. Physical Development Specialist;
- F. Public Health Nurse Specialist (RN);
- G. Early Intervention Specialist;
- H. Behavior Management Support Specialist;
- I. Service Coordinator – Help Me Grow;
- J. School Licensed Practical Nurse; and
- K. Music Specialist.

Section 2.3 Exclusions: All positions and classifications not specifically established as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

Section 2.4 When new job classifications are created by the Employer, or a change in title of a bargaining unit position is made, the recognition status of such classification shall be discussed with the Association within thirty (30) days of establishment. Should the Employer and the Association not agree on the inclusion or exclusion of the new classification in the bargaining unit within sixty (60) days of the establishment of the position, the Association may petition the State Employment Relations Board for a determination.

Section 2.5 It is not the Board's intent to employ Student Attendants in place of Assistants. Student Attendants are primarily responsible for a student(s) as designated through the IEP, but may also work with other students based on availability and need and in accordance with the Student Attendant job description.

Section 2.6 Notwithstanding the provisions of this Article, management, confidential, supervisory, and temporary employees in the unclassified service shall not be included in the bargaining unit.

**ARTICLE 3
DEFINITIONS**

Section 3.1 The following definitions apply in this Agreement unless expressly provided otherwise herein:

A. Active Pay Status

Active pay status shall be defined as that time an employee is actually performing service for the Board for pay, or is on a Board-approved paid leave.

B. Agency

The Columbiana County Board of Developmental Disabilities.

C. Association

The Robert Bycroft Education Association.

D. Board

The Columbiana County Board of Developmental Disabilities and/or its designee.

E. Day

A calendar day.

F. Employee

A bargaining unit member as defined in Article 2 of this Agreement.

G. Employer

The Columbiana County Board of Developmental Disabilities.

H. Gender and Plural

The masculine, feminine and neuter gender as used in this Agreement shall include one another. The singular in this Agreement shall include the plural and the plural in this Agreement shall include the singular, whenever applicable.

I. Program

The services offered by the Columbiana Board of Developmental Disabilities.

J. Program Enrollees

Adult clients and/or students who participate in the Program offered at the Columbiana County Board of Developmental Disabilities.

K. Seasonal Employee

An employee of the Columbiana County Board of Developmental Disabilities that does not work year round. The term "seasonal employee" usually refers to employees that work nine (9) months out of the year in the Robert Bycroft School.

L. Superintendent

The Superintendent of the Columbiana County Board of Developmental Disabilities and/or his designee.

M. Work Day

A day on which an employee is scheduled to report for work.

**ARTICLE 4
NEGOTIATIONS PROCEDURE**

Section 4.1 Scope: The Board and/or its representative shall meet with the Association's recognized bargaining representative for the purpose of negotiating in good faith on items which affect compensation, hours, and other terms and conditions of employment of the members of the bargaining unit.

Section 4.2 Initiation of Negotiations: A written request to negotiate shall be submitted by the Association President to the Superintendent or by the Superintendent to the President of the Association no earlier than one hundred-twenty (120) days not later than ninety (90) days prior to the expiration of the Agreement. Traditional negotiations procedures may be modified.

Section 4.3 Meetings: The first formal negotiations meeting between the Association bargaining team and the Board bargaining team shall be scheduled through mutual agreement of the Parties and shall be held within fifteen (15) work days of receipt of the written request to negotiate. At this first negotiations meeting, the Parties shall exchange initial proposals (interests to be exchanged if IBB is utilized). Negotiations meetings may possibly be scheduled during school hours and with release time if approved by both

Parties. During negotiations, either party may take caucuses which should be no more than fifteen (15) minutes in duration. The time period for caucuses may be extended by informing the other party of the need for an extension. Before the conclusion of each negotiation meeting, the Parties will mutually establish a date, time, place and agenda for the next meeting. During negotiations, the Parties will exchange pertinent negotiations information upon the request of the other party and shall do so within fourteen (14) work days of such request. Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

Section 4.4 Bargaining Teams: Each bargaining team shall be comprised of a maximum of six (6) members inclusive of a Labor Relations Consultant (“LRC”) for the Association and a Consultant and/or Attorney for the Board. Each party may utilize expert witnesses upon the prior notification to the other party.

Section 4.5 News Release: While negotiations are in progress, information shall not be released to the news media, non-bargaining unit members, the general public and non-management individuals without the mutual consent of both Parties. However, if impasse is declared by either party, the release of information may be made without mutual consent.

Section 4.6 Proposals and Counterproposals: All proposals and counterproposals (or interests in the case of IBB) shall be presented in written form. Although proposals and counterproposals may be given and responded to orally at the bargaining table, no tentative or final agreement shall be construed to have been reached until the proposal or counterproposal is reduced to writing and signed or initialed by both Parties.

Section 4.7 Reduction of the Agreement to Writing: When the Parties reach a contractual agreement, it shall be reduced to writing and presented to the membership of the Association by the Association President or his designee(s). Upon ratification by the Association, the proposed agreement shall be submitted to the Board by the Superintendent or his designee(s), for Board approval.

Section 4.8 Impasse Resolution: If, after sixty (60) days of negotiations, or an extended period agreed to by the Parties, an agreement has not been reached, either party may declare that an impasse has been reached. Within ten (10) calendar days of the declaration of impasse, the Parties will jointly prepare a request for a mediator from the Federal Mediation and Conciliation Service (“FMCS”) requesting assistance in order to resolve the impasse. The Parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the Parties and shall supersede all other dispute settlement procedures set forth in Ohio Revised Code (“R.C.”) Chapter 4117. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the Parties. All costs incurred for such services shall be shared equally by the Board and the Association.

Section 4.9 Contract Document Reproduction: Upon ratification by the Association and approval by the Board, the completed document will be signed by the duly authorized

representatives of the Association and the Board. Once the document is signed by the Parties, the Board shall ensure the preparation and production of a sufficient quantity of the Agreement. The Board shall provide the Association with forty five (45) copies of the Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 5.2 Definitions

A. Grievance:

A claim by an employee or the Association of a misinterpretation, misapplication or a violation of a specific provision of this Agreement.

B. Grievant:

A grievant is the person(s) or Association claiming a misinterpretation, misapplication or violation of a specific provision of this Agreement.

C. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement which are controlled by resolutions or policies of the CCBDD , or provisions of Federal and State laws and/or by the United States and State of Ohio Constitutions.

Section 5.3 A grievance, under this procedure, may be brought by any member of the bargaining unit or the Association. To process a grievance, the Association shall appoint an Association representative and/or its LRC to assist the Grievant (who must be present at the grievance hearing) in the processing of a grievance. A grievance may be initiated by an individual or a group of individuals from the bargaining unit.

Section 5.4 All grievances must be processed at the proper step of the grievance procedure in order to be considered at the next step.

Any Grievant or the Association may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not appealed from the disposition of the Employer in any of the steps of this procedure within the time and in the manner specified herein shall be considered as having

been accepted by the Grievant and the Association on the basis of the disposition last made, and shall not be eligible for further appeal.

Section 5.5 The written grievance shall be submitted on the grievance form, attached as Appendix A, and shall contain the following:

- A. aggrieved employee's name;
- B. date and time of the incident giving rise to the grievance;
- C. date employee notified immediate supervisor of the incident giving rise to the grievance and instituted the informal step of the grievance procedure;
- D. date and time the informal grievance hearing occurred;
- E. date grievance was filed in writing at Step 1;
- F. a statement as to the specific article(s) and section(s) of the Agreement violated;
- G. a brief statement of the facts involved in the grievance; and
- H. the remedy requested and/or sought to resolve the grievance.

Section 5.6 The timelines provided for in this Article may be extended by mutual agreement, in writing, between the Parties. Days as used in this Article, shall mean workdays during the regular school year. During the summer recess months, days shall mean weekdays (Monday-Friday), exclusive of holidays.

Section 5.7 Each grievance shall be processed in the following manner:

- A. INFORMAL STEP: Within fifteen (15) days of when the Grievant became aware of or should have been aware of the incident giving rise to the grievance, the Grievant shall inform his immediate supervisor that he is instituting the informal step of the grievance procedure. The immediate supervisor shall discuss the grievance with the Grievant/Association within five (5) days of the Grievant's/Association's request to have an informal grievance hearing. Within five (5) days of the hearing, the immediate supervisor or the administrator who has authority to resolve the complaint shall respond with a written answer to the Grievant/Association sustaining or denying the complaint.

If the Grievant/Association is not satisfied with the response given by the immediate supervisor, the Grievant/Association shall, within five (5) days of the written response, reduce the grievance to writing on the form (Grievance

Form- Appendix A) provided in this Agreement.

- B. STEP 1 - IMMEDIATE SUPERVISOR: Upon receipt of a written grievance, the immediate supervisor shall hold a formal meeting with the Grievant/Association within five (5) days of receipt of the written formal grievance. Prior to this meeting between the Parties, the immediate supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. The immediate supervisor shall provide the Grievant/Association with his written response to the grievance within five (5) days after the meeting.

If the Grievant/Association is not satisfied with the written response received from the immediate supervisor, the Grievant/Association may, within five (5) days of the date of the written response, pursue the grievance to Step 2 of the procedure.

- C. STEP 2 - SUPERINTENDENT: Within five (5) days of receipt of a written grievance, the Superintendent shall hold a formal meeting with the Grievant/Association. Prior to this meeting, the Superintendent shall make a thorough investigation of the allegations contained in the grievance. Within five (5) days after the meeting, the Superintendent, or his designated representative shall provide the Grievant/Association with his written response. Grievances which are a result of action(s) or inaction(s) of the Superintendent and/or Board, may be initiated at Step 2 of the grievance procedure.

If the Grievant/Association is not satisfied with the written response received from Superintendent or his designee, the Grievant/Association may, within five (5) days of the date of the Superintendent/designee's response, pursue the grievance to Step 3 of this grievance procedure.

Any Grievant/Association may have an Association Representative accompany him at all levels of this grievance procedure.

- D. STEP 3 – MEDIATION: If the Grievant/Association is not satisfied with the written disposition received from the Superintendent, it may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (“FMCS”). This request shall be made to FMCS and copied to the Superintendent within five (5) days of receipt of the Superintendent’s Step 2 decision. In the event that the grievance is not submitted to mediation within the prescribed time limits, the grievance shall be considered resolved based upon the Step 2 decision.

Upon mutual agreement of the Board and the Association, this step may be waived.

- E. **STEP 4 - ARBITRATION:** The Association may submit the grievance to arbitration within ten (10) days of the mediation or agreement of the Parties to waive mediation. The Association may file a demand for arbitration with the American Arbitration Association (“AAA”), under its Voluntary Labor Arbitration Rules. The Association will submit a copy of its demand for arbitration to the Superintendent at the same time it submits its demand to AAA.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 5.8 The decision of the arbitrator as found in his written award of the matter before him shall be final and binding upon the Employer, the Grievant and the Association. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement, or to arbitrate any matter not specifically provided for in this Agreement.

Section 5.9 Costs: Each party shall bear the full costs for its representative(s) and witness(es) in the arbitration proceeding(s). If a party insists upon holding the arbitration proceedings in a non-Board facility, the party requesting the non-Board facility must pay the costs associated with reserving and using the room. The costs and expenses associated with the arbitrator, the services of the American Arbitration Association, and the court reporter shall be shared equally by the Board and the Association. In his award, the arbitrator shall declare a winning and losing party.

ARTICLE 6 WAIVER IN CASE OF EMERGENCY

Section 6.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Superintendent of the CCBDD, or the Federal or State legislatures, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for the Employer or the Association replies on grievances; and
- B. all work rules and/or assignments and practices relating to the assignment of employees.

Section 6.2 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

**ARTICLE 7
MANAGEMENT RIGHTS**

Section 7.1 The Association shall recognize the right and authority of the Employer to administer the business of the Board and, in addition to other functions and responsibilities which are required by law, the Association shall recognize that the Employer has and will direct the operations of the Agency, to promulgate rules and regulations and otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. to determine the Employer's goals, objectives, programs, services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. to determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work and/or lack of funds;
- E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. to maintain the security of records and other pertinent information; and
- H. to determine and implement necessary actions in emergency situations.

Section 7.2 The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the function of the Employer.

**ARTICLE 8
ASSOCIATION RIGHTS**

Section 8.1 The Association shall submit in writing the name of the employee to act as the Association Representative for the purpose of processing grievances as defined in the grievance procedure. This person shall be the President of the Association or an

Association Representative. The Employer shall be notified in writing of changes of all officers of the Association or Association Representatives. The employee(s) shall not be permitted to function as an Association representative until the Association has presented the Employer with written certification of that person's selection.

Section 8.2 Association Business: Except as otherwise specifically provided herein, all representatives of the Association shall confine their Association business to non-work time so as not to obstruct, or in any manner interfere with the operations of the school.

Section 8.3 Teacher's Lounge: The Employer shall maintain a clean and healthful faculty room/lounge for all members of the bargaining unit. The room shall contain the following:

- A. adequate chairs;
- B. sink;
- C. telephone for employee use (local calls only);
- D. microwave oven; and
- E. refrigerator.

Section 8.4 Board Meetings: The Employer shall provide to the Association President an electronic copy of the Board agenda. The Association President will provide a current working electronic mail ("email") address to the Superintendent and immediately notify the same whenever his email address is changed. The agenda shall be provided to the Association President within one (1) day of the date the agenda is mailed to the Board members. The Association President will be a regular part of the board meeting agenda for the right to speak in accordance with Board Policy 121. Items added to the agenda after the agenda was provided to the Association President will be electronically provided to the Association President as soon as practicable prior to the meeting. The Employer shall provide an electronic copy of the official minutes of each Board meeting to the Association President.

Section 8.5 Association Meetings: The President and/or Vice President of the Association may schedule Association meetings at the school during off-duty hours with the approval of the Superintendent and/or the Building Administrator. The employees in attendance at the meeting will be off duty.

Section 8.6 Authorized representatives of the Association shall have the use of one (1) bulletin board in the Association lounge area, designated specifically for Association business. The size of the bulletin board shall be approximately 35" x 48". Such space shall be for posting the following notices:

- A. recreational and social affairs of the Association;

- B. association meetings;
- C. association elections;
- D. reports of Association committees; and
- E. rulings or policies of the State or District organizations.

Authorized representatives of the Association may post notices regarding the topics listed above in the following locations only: the lounge, the resource room, and the staff cafeteria.

Section 8.7 No material shall contain anything political, libelous, scurrilous or anything reflecting upon the Board or any of its employees.

Section 8.8 An aggrieved employee and the Association representative shall not suffer any loss of pay while attending grievance hearings scheduled during their regular work time. The Association shall have the right to use four (4) days of Association leave annually, to attend Association business (excluding grievance hearings). Such days must be taken in minimum one-half day increments and the Association President must give the Superintendent at least three (3) work days notice of the intended leave.

Section 8.9 The Superintendent will release one employee of the RBEA to attend Board meetings, if the Board meeting is scheduled during normal work hours and be allowed to speak with prior approval.

ARTICLE 9 NON-DISCRIMINATION

Section 9.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, political affiliation and involvement or non-involvement in the Association. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 9.2 The Employer agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Association membership or legal employee activity in an official capacity on behalf of the Association.

Section 9.3 The Association recognizes its responsibilities as a bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 9.4 The Association agrees not to interfere with the rights of employees not to

become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the Association or its representatives against any employee exercising the right to abstain from membership in the Association or involvement in Association activities.

ARTICLE 10 PAY PERIODS

Each employee shall be paid in at least twenty-six (26) equal pays a year.

ARTICLE 11 PAYROLL DEDUCTIONS

Section 11.1 The Employer agrees to request the County Auditor to deduct Association membership dues from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization, signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the Treasurer of the Association or the employee. Upon receipt of the proper authorization, as contained herein, the Employer will request the County Auditor to deduct Association dues during the next pay period in which dues are normally deducted, following the pay period in which the authorization was received by the Employer.

Pursuant to authorization by the employee, the Employer will request the County Auditor to deduct Association dues from the employee's regular salary check each month.

Section 11.2 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Association dues and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions requested by the Employer pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Section 11.3 The Employer shall be relieved from requesting such individual "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than the one covered by the bargaining unit; (c) layoff from work; (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization.

Section 11.4 The Employer shall not be obligated to request deductions from any employee who, during any pay period involved, shall have failed to receive sufficient non-encumbered wages equal to the dues deductions.

Section 11.5 It is agreed that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless such a

claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deductions would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as defined herein.

Section 11.6 The Association will remit for each period a list of employees with dues and fees to be deducted.

Section 11.7 With respect to all dues and fees deducted at the request of the Association, the Board agrees to request the County Auditor to promptly remit such monies to the Association.

ARTICLE 12 FAIR SHARE FEE

Section 12.1 The Association has the right to have deducted from the pay of employees represented by the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- A. Notice of the amount of the annual fair share fee shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the County Auditor on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted and the Board agrees to request the Auditor to promptly transmit all amounts deducted to the Association.
- B. Payroll deduction of such fair share fees shall commence on the first payday which occurs on or after January 15th annually. In the case of unit employees newly hired up to the beginning of the membership year, the payroll deduction shall commence on the first payday on or after the later of sixty (60) days' employment in a bargaining unit position or January 14th. The Association Treasurer shall provide the County Auditor, for each pay period, with a list of employees and the amount of dues (fair share fee) to be deducted.
- C. The Association shall request that the County Auditor, upon notification from the Association Treasurer that a member has terminated (membership), commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall be on the first

payday occurring on or after forty-five (45) days from the termination of membership.

- D. The Board further agrees to request that the County Auditor accompany each such transmittal with the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws, rulings from courts of competent jurisdiction, the State Employee Relations Board, and the constitutions of the United States and the State of Ohio.
- F. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.
- G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. the Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed; and
 - 2. the Association shall reserve the right to designate counsel to represent and defend the Board. The Board may retain counsel at its sole expense. No settlement will be made without the consent of its counsel.
 - 3. The Board agrees to:
 - a. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - b. permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - c. not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

ARTICLE 13 PROBATIONARY PERIOD

Section 13.1 New Hire: Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer.

Section 13.2 Length of Probation: The length of the probationary period for all seasonal positions in the bargaining unit will be one school year. Time on leave of absence shall not be counted towards completion of the probationary period. Time worked on "extra duties" during normal leave time shall not be counted toward completion of the probationary period. For non-seasonal employees (i.e., Early Intervention Specialists and Service Coordinators – Help Me Grow only), the probationary period shall be nine months.

Section 13.3 Promoted Employees: A newly promoted employee shall be required to serve a probationary period in the position into which he is promoted. A promoted employee who does not satisfactorily complete his probationary period will be returned to the classification he held before the promotion. If such employee is returned to his prior classification, the Employer has the option to either lay-off or reassign the employee who filled the original assignment of the promoted employee.

Section 13.4 Temporary Positions: An employee who is appointed to a temporary position shall be considered in probationary status during the term of such appointment. If that employee is, within ninety (90) scheduled work days, subsequently hired into the same position he was filling temporarily, the employee will be granted up to sixty (60) scheduled work days credit towards completion of the probationary period.

ARTICLE 14 INTENT TO EMPLOY

Section 14.1 Notice: By April 30 of each school year, the Employer will present position and salary statements to each member of the bargaining unit who is to be re-employed for the following school year. The statement will contain civil service titles for the coming year, step placement on the Salary Schedule for the coming year, any lump-sum payment to which the employee is entitled, and salary.

Section 14.2 Employee Response: It shall be the responsibility of the employee to sign and return his position and salary statement by June 1, if that employee intends to return for the succeeding school year. Via this Agreement, an employee who does not return the position and salary statement, or returns it unsigned has effectually resigned at the end of the current school term and his position may be declared open. (If employee is incapacitated, the Superintendent may grant a special waiver regarding the June 1 date.)

Section 14.3 Employee Resignation: If an employee resigns after August 1 of any school year, the Board is authorized to contract out such services for that school year. However, the administration will actively seek full-time employees to fill the position for the next school year.

Section 14.4 Intent to Employ: Letters of intent to employ shall not be required to be issued for Early Intervention Specialists or Service Coordinators – Help Me Grow.

ARTICLE 15 EMPLOYEE CERTIFICATION

Section 15.1 Employees in the bargaining unit are required to obtain and maintain a certificate/license and/or permit issued by the Ohio Department of Education (“ODE”) and/or the Ohio Department of Developmental Disabilities (“DODD”). Obtaining and maintaining this certification/license/permit is a responsibility of the employee. In all circumstances, employees shall be responsible for filing with the Employer all certificates/licenses/permits issued to the employee by ODE and/or DODD within fifteen (15) days of receipt of the certificates/licenses/permits. Employees must have eligibility documents on file with the Employer by the beginning of the school year unless:

- A. the absence of such certificate/license/permit is solely due to an error of the certifying department and no fault of the employee.
- B. the employee is a first year teacher who can verify a bachelor's degree and making application to the certifying department for the certificate/license/permit.

This employee can be paid for two months before certificate/license/permit must be on file (R.C. § 3319.36).

Section 15.2 Employees failing to show evidence of successful completion of certification/licensing/permit requirements within their classification may have their employment terminated unless the employee is eligible and applies for an available position under Section 15.3 of this Agreement.

Section 15.3 If a vacancy exists in another bargaining unit position for which the employee is qualified, the employee may request a voluntary demotion to the vacant position.

ARTICLE 16

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Section 16.1 Local Professional Development Committee ("LPDC"): The LPDC shall be established in accordance with Senate Bill 230.

Section 16.2 The LPDC shall consist of a maximum of seven (7) members. A majority of the members shall be ODE certified and employees of the CCBDD who shall be selected by the Robert Bycroft Education Association bargaining unit from a slate of candidates recommended by the Association President and ratified by the membership. Certified employee membership shall consist of three (3) certified Instructors and be representative of employees currently certified to serve children ages three through six, employees currently certified to serve children ages seven through twelve, and employees currently certified to serve children ages thirteen through twenty-one. The remaining members shall be the Building Principal and the Superintendent.

Section 16.3 LPDC members may receive release time or a combination of release time and paid time. Paid time will only occur after regular school hours. Any time spent by LPDC members during regular school hours as release time shall not be paid as additional time - members only receive their regular salary during this release time. For time spent after regular school hours, LPDC members will receive the following remuneration: \$16.00 an hour up to a school year maximum of \$800.00.

ARTICLE 17 LABOR/MANAGEMENT MEETINGS

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Employer shall meet with not more than two (2) representatives of the Association plus the President of the Association once per grading period to discuss pending problems and to promote a more harmonious labor/management relationship. In the first year of the Agreement, the Association shall notify the Employer of the two representatives that will attend labor/management meetings that year within thirty (30) days of ratification of the Agreement. In all other years of the Agreement, the Association shall notify the Employer of the two representatives that will attend labor/management meetings that year by the end of September. For purposes of this section, the year runs from August 1st through July 31st. Training will be provided by FMCS prior to the end of the first year of the Agreement.

ARTICLE 18 HEALTH AND SAFETY

Section 18.1 Safety and health must be the prime concerns and responsibilities of both Parties. Therefore, the Employer agrees to provide safe and healthy working conditions, and working methods for his employees. The employee agrees to maintain his tools, equipment, and work area in a safe and healthful manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe or unhealthy must be reported to the employee's supervisor in charge as soon as unsafe conditions are known. The supervisor will investigate all reports

of unsafe working or unhealthy conditions, and will correct any which are found, within a reasonable time, and see that the health and safety rules and safe working methods are followed by the employees he supervises.

Section 18.2 The "safe and healthy working conditions" referred to herein shall include, but not be limited to, clean classrooms, restrooms, and other areas of Program buildings. Employees will not be assigned to sweep and mop floors or regular bathroom cleaning. An employee who believes the cleanliness of a specific part of the building creates a health or safety hazard shall notify his supervisor of the concern in writing. The supervisor will investigate the report and take appropriate action by the end of the next work day.

Section 18.3 All pertinent records for incoming and current students shall be current in accordance with Board Policy 401. The records shall include health, education, and behavior records from the past two years. The information shall be made available to the appropriate employee(s) prior to the student being assigned to a classroom.

Section 18.4 All Board facilities and Board-owned vehicles shall be smoke free. Employees are subject to R.C. Chapter 3794 (The Smoke Free Workplace Act). Any employee found to violate this provision may be subject to disciplinary action.

ARTICLE 19 INSTRUCTOR EVALUATION PROCEDURE

Section 19.1 The Parties agree to comply with the requirements of Ohio Revised Code in the implementation of a teacher evaluation system. Until July 1, 2013, the Parties will maintain the current evaluation system as set forth in Article 20. As of July 1, 2013, the evaluation system contained in Article 20 shall be null and void as applied to Instructors.

Section 19.2 Not later than September 15, 2012, an Evaluation Committee ("Committee") shall be formed consisting of the Superintendent (or his designee), who shall chair the Committee, up to two (2) administrators appointed by the Superintendent, and up to three (3) Instructors appointed by the Association. The purpose of the Committee shall be to draft a standards-based teacher evaluation policy and procedures to be recommended for adoption by the Board not later than July 1, 2013, and that conforms with the evaluation of teachers under R.C. Sections 3319.111 and 3319.112.

Section 19.3 The Committee shall hold its first meeting no later than September 30, 2012, to begin drafting proposals of the evaluation policy and procedures to be used for Instructors. State-sponsored training in the state-adopted model shall be provided as soon as possible once the Committee is formed. The Committee will meet at least once per month.

Section 19.4 The draft evaluation policy and procedures shall be completed by the Committee and shall be presented to the Superintendent by May 1, 2013, who shall present the proposed policy and procedures to the Board. The Board's action, in establishing the evaluation policy and procedures, shall be final and not grievable or

otherwise subject to appeal.

Section 19.5 Once the evaluation policy and procedures are adopted by the Board, all evaluation procedures, including the development of a student assessment system, shall be included in this Agreement through a Memorandum of Understanding. The Board-adopted policy and procedures shall supersede and replace the current evaluation system (used through the 2012-2013 school year) and shall first be implemented in the 2013-2014 school year.

Section 19.6 During the 2013-2014 school year, the Committee shall meet twice per year, once in the fall and once in the spring. If there are no issues to be discussed, the meeting(s) may be cancelled. The purpose of the meetings is to review the evaluation system and make recommendations to the Superintendent for changes to the policy and procedures as deemed necessary in order to be consistent with the evaluation philosophy of the Board. The Superintendent shall present the Committee's recommendations to the Board for review and consideration. Any action (or inaction) by the Board regarding the recommendations of the Committee shall be final and not grievable or otherwise subject to appeal.

Section 19.7 At the end of the 2013-2014 school year, the Committee shall make a recommendation to the Superintendent, based on an analysis of the 2013-2014 school year, as to any proposed revisions to the evaluation policy and procedures for the 2014-2015 school year. The Superintendent shall present the Committee's recommendations to the Board for review and consideration. Any action (or inaction) by the Board regarding the recommendations of the Committee shall be final and not grievable or otherwise subject to appeal.

ARTICLE 20 NON-TEACHING EMPLOYEE EVALUATION

Section 20.1 Purpose: All non-teaching employees in the bargaining unit may be evaluated by the Building Principal and/or Assistant Principal for the following purpose:

- A. to assess work performance;
- B. to improve and reinforce the skills, attitudes and abilities which enable the non-teaching employee to be effective in achieving program goals;
- C. to identify and remediate weaknesses which prevent the non-teaching employee from achieving the goal of the program; and
- D. to provide the Employer with an instrument to be utilized in employment decisions.

Section 20.2 Orientation: Each non-teaching employee who has been evaluated will be provided with a copy of the employee evaluation report form.

Section 20.3 Evaluation Schedule: Each probationary non-teaching employee shall receive two (2) evaluations during the school year. The first will occur between seventy (70) and eighty (80) work days after the first day of employment and the second will occur between one hundred twenty (120) and one hundred forty (140) work days after the first day of employment. Non-probationary non-teaching employees may be evaluated one or more times each school year. If more than one (1) observation is conducted, there will be at least fourteen (14) days between the first and the second evaluation. Such evaluations and conferences will be completed by April 1 of the school year.

Section 20.4 Observation: Classroom observations of Instructor Assistants to be evaluated will be conducted by the Building Principal and/or Assistant Principal and will be a source of information for the Instructor Assistant's evaluation. Such observation(s) shall consist of a minimum of twenty (20) consecutive minutes of observing the class activities at which time the Building Principal and/or Assistant Principal may observe the assigned Instructor Assistant. Each record of observation will include the date, time, and class activity observed. The observation record shall be attached to the evaluation. Audio and/or visual recording devices will not be used during observations without the approval of the affected Instructor Assistant.

Other non-teaching employees shall also be observed in the performance of their duties and such observations shall be in accordance with this Section.

Section 20.5 Evaluation Report: Evaluations shall be in writing. Once the administration observes a non-teaching employee under the provisions of Section 20.4, a conference with the employee shall be held within seven (7) work days after the observation(s) so as to discuss the written evaluation. If the administration notes on the written evaluation that a non-teaching employee needs to improve his performance, the evaluator will provide the non-teaching employee with reasonable written recommendation(s) as to how he can improve his performance. The non-teaching employee must sign the evaluation form indicating awareness but not necessarily agreement with the contents. The non-teaching employee will be permitted to attach a rebuttal of the content of the evaluation with which he disagrees.

Section 20.6 Evaluation Format: The evaluation form will be that specified in Appendix B unless changed by mutual agreement of the Parties in writing.

Section 20.7 Modifications: This Article may be modified in writing by mutual agreement of the Parties.

Section 20.8 Exemptions: This Article shall not apply to Instructors, Early Intervention Specialists, and Service Coordinators – Help Me Grow.

**ARTICLE 21
EARLY INTERVENTION SPECIALIST AND
SERVICE COORDINATOR – HELP ME GROW EVALUATION**

Section 21.1 Evaluator: Each Early Intervention Specialist and Service Coordinator – Help Me Grow will be evaluated by his immediate supervisor on the Evaluation Form, Appendix B.

Section 21.2 Schedule of Evaluations:

- A. During their probationary period, all newly hired part-time Early Intervention Specialists and Service Coordinators – Help Me Grow will be evaluated during their sixth (6th) and twelfth (12th) months of employment unless they have been removed from employment prior to the time they were to be evaluated.
- B. During their probationary period under this Agreement, all full-time Early Intervention Specialists and Service Coordinators – Help Me Grow will be evaluated during their third (3rd) and sixth (6th) months of employment unless they have been removed from employment prior to the time they were to be evaluated.
- C. All non-probationary Early Intervention Specialists and Service Coordinators – Help Me Grow shall be evaluated annually. The written evaluation will be conducted and must be given to the Early Intervention Specialists and Service Coordinators – Help Me Grow within a two (2) month time period (before or after) their anniversary date of hire.
- D. An Early Intervention Specialist or a Service Coordinator – Help Me Grow in a promotional position will be evaluated during his probationary period after four (4) weeks of employment in the new position.
- E. The annual evaluation shall measure the Early Intervention Specialist's or Service Coordinator – Help Me Grow's performance for the year immediately preceding the evaluation.

Section 21.3 Evaluation Conferences: A copy of the evaluation will be presented to the Early Intervention Specialist or Service Coordinator – Help Me Grow by his immediate supervisor. This shall be an accurate copy. The Early Intervention Specialist or Service Coordinator – Help Me Grow shall have at least two (2) working days to review the evaluation. After two (2) days, there shall be a meeting with the immediate supervisor and the Early Intervention Specialist or Service Coordinator – Help Me Grow to discuss the evaluation.

Section 21.4 Deficiencies: If an Early Intervention Specialist or Service Coordinator – Help Me Grow has any deficiencies noted on the evaluation, he will be afforded the help of the immediate supervisor to correct the noted deficiencies. The Early Intervention Specialist or Service Coordinator – Help Me Grow and the immediate supervisor will lay out a plan to correct said deficiencies.

If deficiencies are noted, another evaluation shall occur within sixty (60) calendar days of the original evaluation.

Section 21.5 Rebuttal: After discussing the evaluation with his immediate supervisor, the Early Intervention Specialist or Service Coordinator – Help Me Grow has the right to attach a rebuttal to his evaluation. The Early Intervention Specialist or Service Coordinator – Help Me Grow must sign the evaluation, acknowledging only that he has discussed the evaluation. Such signature does not indicate concurrence with the contents of the evaluation.

Section 21.6 Signatures: The Early Intervention Specialist or Service Coordinator – Help Me Grow will receive a final copy of the evaluation after he has signed it, and after all other signatures have been acquired.

ARTICLE 22 CORRECTIVE ACTION

Section 22.1 Except as agreed in this Article, discipline will be applied in a corrective, progressive, and uniform manner taking into account the nature of the violation, the employee's record of discipline and the employee's record of performance. Further, no form of disciplinary action (including but not limited to verbal reprimand, written reprimand, suspension without pay or termination) will be taken against an employee except for just cause.

However, the Employer has the express right and authority to bypass the progressive steps of this procedure if the Employer determines that the employee has committed a serious infraction. In such a case, the discipline will not be required to be corrective, progressive or uniform. The progressive steps of discipline will be as set forth below:

- Step I: Verbal reprimand (a written record of a verbal reprimand may be placed in the employee's personnel file)
- Step II: Written reprimand
- Step III: Suspension without pay
- Step IV: Termination

Section 22.2 Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced or discharged, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. Regardless of when the pre-disciplinary conference is held, the affected employee(s) may elect to have a representative at any such pre-disciplinary conference. Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, and a determination by the Superintendent, otherwise a

member can be suspended with pay pending the conference.

Section 22.3 The pre-disciplinary conference procedures shall be followed as outlined below. For purposes of this section, a day shall be defined as a work day.

- A. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time and location of the conference. Such notice shall be given to the employee at least three (3) days before the conference. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the Parties.
- B. The pre-disciplinary conference shall be held with the Superintendent. During the conference, the employee shall have the opportunity to explain whether or not the alleged conduct occurred. The employee may present verbal or written evidence regarding the alleged conduct; however, the employee may not bring witnesses to the conference.
- C. The employee may waive his right to a pre-disciplinary conference by signing the Notice of Pre-disciplinary Conference, attached as Appendix E, and returning it to the employee's immediate supervisor or the Superintendent.

Section 22.4 Following the hearing, the Superintendent will issue a decision. The decision will also give the reasons for the decision. Any employee receiving an order of disciplinary action resulting in a suspension or more may appeal the decision to the Superintendent or his designee beginning at Step 2 of the grievance procedure. The employee(s) must file the appeal in writing to the Superintendent within seven (7) days of receipt of the order of disciplinary action.

Section 22.5 Verbal or written reprimands may be rebutted by the employee by attaching a written statement of rebuttal to the record of the verbal or written reprimand. However, verbal and written reprimands are not appealable through the negotiated grievance procedure nor through any legal or administrative procedures.

Section 22.6 Records of disciplinary action will be placed in the employee's personnel file. After twenty-four (24) months, records of disciplinary action will be removed from the employee's personnel file.

Section 22.7 The Employer shall carry out all disciplinary procedures in a private and business-like manner.

ARTICLE 23 PERSONNEL FILES

Section 23.1 It is recognized by the Parties that the Employer may prescribe regulations

for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer or its employees. However, to the extent that any records, papers, or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. All reviews shall be conducted on the premises of the Employer in the presence of the Employer or his designee. Any employee wishing to examine his personnel file shall make prior request to and receive approval of the Employer or his representative. The Employer shall not be required to pay an employee or to lose that employee's services as a result of this activity, unless advance approval to examine the files during regular working hours has been obtained. The employee may be accompanied by an Association representative.

Section 23.2 The Employer and the Association agree to abide by the provisions of R.C. Chapters 149 and 1347. Employee medical records, however, shall be maintained in a separate file and shall be confidential.

Section 23.3 No anonymous documents will be placed into the employee's official file.

Section 23.4 If an employee, upon examining his personnel file, disputes the accuracy of those documents to which he has access, the employee may request the Employer, in writing, to investigate the disputed information. The Employer shall, within twenty (20) working days after receiving the request from the employee, make an investigation of the disputed information and shall notify the employee of the results of the investigation and the action he plans to take with respect to the disputed information.

Section 23.5 If the employee is dissatisfied with the response, the employee shall have the right to insert in his file, as an attachment to the allegedly wrongful document or record, a statement clarifying or refuting the inaccurate, untimely, or incomplete record.

Section 23.6 The Employer shall remove from an employee's personnel file any information that cannot be verified or that is found to be inaccurate.

ARTICLE 24 SENIORITY

Section 24.1 For all purposes, seniority for employees in the bargaining unit shall be defined as follows:

- A. Agency seniority - the employee's total continuous service as an employee of the Board.
- B. Bargaining unit seniority - the employee's total continuous service as a member of the RBEA. Bargaining unit seniority shall begin to accrue on the first day worked in a bargaining unit position.

Section 24.2 For purposes of this section, the following definitions apply:

- A. Seniority interrupted – If seniority is interrupted, an employee maintains his current seniority and no additional seniority is earned during the specified time.
- B. Seniority not interrupted – If seniority is not interrupted, an employee continues to earn seniority during the specified time.
- C. Seniority forfeited – If seniority is forfeited, an employee's previous seniority is forfeited and no seniority is earned during the specified time.

Section 24.3

- A. Seniority shall not be interrupted if the employee was:
 - 1. on an approved leave of absence, or whose absence is due to illness or injury arising out of Board employment and is covered by the Workers' Compensation Act;
 - 2. on a military leave of absence or called for duty in the National Guard by the Governor; or
 - 3. on parental leave.
- B. Seniority shall be interrupted if the employee was:
 - 1. laid off for eighteen (18) months or less;
 - 2. on disability leave; or
 - 3. on a family and medical leave.
- C. Seniority shall be forfeited if the employee:
 - 1. is laid off for more than eighteen (18) months;
 - 2. resigns;
 - 3. is terminated;
 - 4. retires;
 - 5. otherwise leaves Board employment;
 - 6. fails to return from an approved leave of absence on the specified return date without proper notification to the Superintendent; or

7. is absent without leave for three (3) or more consecutive workdays.

Section 24.4 Seniority shall not be a factor used to determine promotions, transfers, and layoffs except when making a decision between employees who have comparable evaluations. Promotions and transfers involve positions in the bargaining unit that are located at Robert Bycroft School and/or positions or services funded by the CCBDD that are physically included in other locations. For Instructor Assistants only, seniority shall be one factor used to determine promotions and transfers and the controlling factor in determining layoffs.

Section 24.5 All members of the bargaining unit will be placed on a seniority list for either a certified position or an Instructor Assistant position. For certified positions, employees will provide the Employer with their current certifications by January 15 of each year if certification changes. Certifications provided to the Employer by January 15 will be listed on the seniority list. The seniority list relevant to each employee will be provided to him not later than the second pay day of March of each year in which a new employee is hired. An employee shall waive his right to dispute all aspects of the seniority list (including the employee's placement on it) if he does not dispute it within thirty (30) days of receipt of the list.

Section 24.6 Tie Breaker:

- A. A tie in seniority shall occur when two (2) or more employees commence employment in a bargaining unit position on the same day.
- B. Ties in seniority shall be broken by applying the following factor(s), in the order listed, to determine the most senior employee:
 1. the date the employee's letter of intent to hire is sent.
 2. the date the employee signs the letter of intent to hire.
 3. the flip of a coin conducted by the Superintendent in the presence of the Association President.

Determinations of seniority using this procedure are permanent. All tie breakers will be broken upon ratification of this Agreement and a seniority list will be distributed to each employee.

**ARTICLE 25
TRANSFER/VACANCY/PROMOTION**

Section 25.1 Definitions:

- A. Promotion – the placement of an employee in a bargaining unit position that carries a higher salary range than that previously held.
- B. Assignment – an employee’s classification and/or position title.
- C. Reassignment – a change in an employee’s classification.
- D. Transfer – a change in an employee’s classroom (i.e., a different building and/or work site and/or area).
- E. Voluntary Transfer – an employee-requested work site and/or area change.
- F. Involuntary Transfer – a non-employee-requested work site and/or area change.
- G. Vacancy – a bargaining unit position that the Board intends to fill that is either newly created or vacant because of death, retirement, resignation, termination, non-renewal, the creation or restoration of a bargaining unit position, or where a position became open following a transfer.

Section 25.2 Internal Posting: Whenever the Employer determines a job vacancy exists in the bargaining unit which needs to be filled, a notice of such opening shall be posted on the bulletin board(s) for seven (7) working days. During this period, anyone wishing to apply for the open position shall do so by signing and dating the posting for that vacancy. In the event a posting occurs during winter, spring or summer recess, the Employer shall mail the posting(s) with the employee’s paycheck or pay stub. Therefore, the posting date shall be considered to be on the pay date it is mailed. Any employee who wants to apply for a posted position must do so within seven (7) week days (M-F) of the date of the posting. The date of the posting shall count as one of the seven (7) week days set forth above. Further, during these recess periods an employee may call in order to notify the Employer of his interest in applying for the vacant position if he is unable to personally sign the posting for the position. Employees also have the right to call the Employer, in order to obtain information about job vacancies.

Section 25.3 The Employer shall give first consideration to current members of the bargaining unit who signed the bid sheet. The Employer shall not be obligated to consider any applicant who does not meet the minimum requirements of the position or who signs the bid sheet after the seven (7) working day posting period.

Section 25.4

- A. An employee's evaluations shall be the primary basis for decisions regarding transfers, vacancies and promotions. Seniority may only be considered when making a decision between employees who have comparable evaluations. For Instructor Assistants only, seniority shall be one factor used to determine promotions and transfers and the controlling factor in determining layoffs.
- B. This section applies to long term (over three months), full-time, and/or seasonal employee assignments and includes assignments to locations other than Robert Bycroft School and assignments that are to be cooperatively administered with another agency.

Section 25.5 Considering all persons applying from within the Agency and outside of the Agency, the position shall be awarded to the most qualified candidate as determined by the Employer. After an acceptance letter has been signed by the employee, the accepted position, the employee's initial placement on the salary schedule, and/or initial pay cannot be grieved.

Section 25.6 Instructor Assistant Transfer Assignment: Any Instructor Assistant who has completed three (3) years of continuous full-time service in the school shall be entitled to transfer to a vacancy or new position which calls for an Instructor Assistant. Of all assistants applying for such transfer, the employee with the most seniority shall be awarded the position. The vacancy created by the transfer shall be filled by the method outlined above. The third vacancy created by the second transfer shall be filled at administrative discretion.

Section 25.7 If no current employee applies for the vacant assignment in accordance with Section 25.2, Internal Posting, the Employer shall assign the employee who holds the appropriate classification and who is most suited for the assignment. For Instructor Assistants only, the Employer shall assign in accordance with the following criteria: seniority, qualifications, education, experience, work record, attendance record, previous job performance, disciplinary record, and physical and mental capabilities.

Section 25.8 Prior to assignments to positions in locations other than Robert Bycroft School, terms and conditions of work will be negotiable.

Section 25.9 Involuntary Transfer/Reassignment: In the event that an involuntary transfer/reassignment becomes necessary, the employee subject to transfer or reassignment will be given the opportunity to consult with the Superintendent regarding the matter.

The employee involuntarily transferred/reassigned shall be the employee deemed most appropriate to fill the position as determined by the Superintendent.

ARTICLE 26 LAYOFF AND RECALL

Section 26.1 When the Employer determines that a layoff or job abolishment is necessary, the Association President shall be notified in writing, no later than thirty (30) calendar days prior to the effective date of the layoff or job abolishment. Such notice shall include the reason(s) for the layoff or job abolishment and the number of employees affected and their classification(s). The employee(s) who are to be laid off or whose jobs are to be abolished, shall be notified by registered mail which is to be post-marked no later than fifteen (15) calendar days prior to the effective date of the layoff or job abolishment.

Section 26.2 The Employer shall determine in which classification(s) layoffs or job abolishments will occur and layoffs or job abolishments of employees will be within those affected classifications.

Section 26.3 Whenever employee layoffs are necessary, the Board shall not give preference to any employee based on seniority, except when making a decision between employees who have comparable evaluations. For Instructor Assistants only, seniority shall be the controlling factor in determining layoffs and recall.

Section 26.4 Layoff of Instructor Assistants will occur in order of seniority, beginning with the least senior employee and progressing to the most senior up to the number of employees to be laid off.

Section 26.5 Licensed Practical Nurses ("LPNs") shall have no bumping rights outside of their own classification.

Section 26.6 When employees are laid off, the Employer shall create a recall list for each classification. Each list shall include all laid off employees who held a certificate/license in that classification at the time of their layoff. The Employer shall recall employees from layoff within each classification as needed. Employees who displace employees in a different classification will be maintained on the recall list for their original classification and in any other classification for which they are certificated/licensed. Seniority shall not be the basis for recalling an employee, except when making a decision between employees who have comparable evaluations. For Instructor Assistants only, seniority shall be the basis for recall.

Section 26.7 An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff. When the Employer recalls an employee off the recall list, the employee shall be recalled into a classification for which he was certificated/licensed at the time of his effective layoff date. If an employee is recalled into a classification which is different than the classification from which he was laid off, he shall remain in that classification until such time he applies for and is awarded a reassignment into a vacant position under the provisions of this Agreement. An employee on the recall list must accept a recall in any classification for which he is certificated/licensed. If he does not accept such recall, he shall forfeit any recall rights and shall be removed from all recall

lists. In order for such an employee to be required to relinquish all recall rights, the position of recall must provide equivalent contractually established hours and pay to those provided for the position from which he was laid off.

Section 26.8 Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to the last mailing address provided by the employee.

Section 26.9 The recalled employee shall have fifteen (15) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. If the employee does not respond within the fifteen (15) calendar day period or responds before the fifteen (15) calendar days expire that he does not intend to return to work, he forfeits his recall right. If the employee being recalled does not respond within the fifteen (15) calendar day time period, the Employer may go on to the next person to be recalled.

If the employee notifies the Employer of his intention to return to work within the timelines set forth above, he shall have fourteen (14) calendar days to report for duty, unless a different date for returning to work is specified.

Section 26.10 The Association and the Board agree that a laid off employee shall have the right to continue his hospitalization/major medical insurance coverage (excluding dental and optical coverage) for that period of time the employee continues to receive his full bi-weekly pay or for the remainder of the month of the effective date of the layoff plus two (2) additional months whichever is a longer period of time. However, if the employee files for unemployment compensation benefits during the above time periods or he fails to pay his percentage of the monthly premium as required by the collective bargaining agreement by the first day of each month of coverage, his hospitalization/major medical insurance coverage shall be immediately discontinued unless the employee opts to extend such coverage at his own expense under COBRA.

Section 26.11 Unemployment Compensation: An employee who has been laid off shall not be denied the right to apply for unemployment compensation, but upon doing so shall forfeit his right to the insurance coverages as set forth in Section 26.10 above. The employee still has a right to coverage under COBRA.

ARTICLE 27 SICK LEAVE

Section 27.1 Crediting of Sick Leave: All employees shall earn sick leave at the rate of one and one quarter (1-1/4) days per month. Employees shall not accumulate sick leave during the school calendar year (the contracted school year) when they are not in active pay status (excluding winter and spring recess).

Employees contracted to work longer than the contracted school year shall earn additional sick leave at that rate of one and one-quarter (1-1/4) days per month (prorated if the employee is in active pay status for less than one full month in any month of employment).

Employees hired on or before September 1, 2012, shall accumulate sick leave without limit. Employees hired after September 1, 2012, shall accumulate sick leave up to a maximum of two hundred thirty-five (235) days.

When the earning of sick leave is prorated, the proration shall be calculated in one-half (1/2) hour units.

Section 27.2 Retention of Sick Leave: Any employee who transfers from another public agency to the CCBDD may transfer sick leave credit from that agency, provided verification of time to be transferred is provided to the CCBDD within six (6) months of the employee's employment with the Agency. Deductions will be made for any payment or credit given to the employee by the previous agency in lieu of taking sick leave.

Section 27.3 Disability Leave: If illness or disability continues beyond the time covered by earned sick leave, the employee may, with approval of the Employer, be granted a disability leave or unpaid personal leave in accordance with this Agreement and the appropriate rules of the Employer.

Section 27.4 Charging of Sick Leave: Sick leave shall be charged in minimum increments of one-half (1/2) day except that for the last hour of the work day, sick leave may be taken in one-half (1/2) hour increments. An employee shall be charged for sick leave only for days that he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 27.5 Uses of Sick Leave: Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family (when the employee's absence is required as a primary caregiver). For this section, immediate family shall be defined as spouse, child, mother, father, step-child, grandparent, grandchild and other persons to whom the employee stands in the place of parents (loco parentis). If the illness or injury is life threatening, the employee's brother, sister, son-in-law, daughter-in-law, mother-in-law and father-in-law shall be included in the definition of immediate family for this section. Life threatening illness or injury shall be defined as an injury that could reasonably cause death (e.g., cancer, serious heart condition, etc.);
- B. Five (5) days sick leave may be granted to the employee for attendance at the funeral of a member of his immediate family. Funeral days must be consecutive work days and must include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the

consecutive days will only be scheduled with the approval of the Employer. For this section, immediate family shall be defined as spouse, child, mother, father, brother, sister, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, those over whom the employee has legal guardianship or other person to whom the employee stands in the place of parents (in loco parentis);

An employee may use one (1) day of sick leave to attend any funeral if such employee has exhausted all of his compensatory time off (Article 41) and paid personal leave days (Article 28). Compensatory time off and/or paid personal leave days, if any of these days are available, are to be used to attend any funeral before the employee submits a sick leave request for this purpose;

- C. Dental or optical examination or treatment of the employee, minor child, spouse, dependent member of his immediate family, or a parent with a debilitating illness or injury which requires the presence of the employee, and which cannot be scheduled during non-work hours; and
- D. The employee's pregnancy and/or childbirth and other conditions related thereto.

Section 27.6 Evidence Required for Sick Leave Usage: The Employer may require an employee to furnish a standard written statement to justify the use of sick leave. If the administrator has reason to believe that an employee is misusing sick leave, the Board/Administration has the right to require that the employee provide a signed statement from the employee's/family member's physician attesting that the employee or the member of his immediate family is ill or injured. Further, if an employee exceeds seven (7) days of sick leave usage in any school year (July 1 - June 30), the administration may require such employee to provide the reason for further sick leave usage on the sick leave form. Falsification of either a written, signed statement, or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 27.7 Notification by Employee: When an employee is unable to report to work, he shall notify a Building Administrator or other system as designated by the administration no later than one (1) hour in advance of the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible. If the employee is aware of a known illness or injury that will cause frequent or extended absences, the employee is to relate that information to the administration as soon as possible. The administration may require a signed physician's statement attesting to such illness or injury or require that the employee provide a written statement giving the name, address, and phone number of his physician and the dates he consulted with him.

Section 27.8 Misuse of Sick Leave: Employees failing to comply with sick leave rules and regulations shall not be paid and are subject to disciplinary procedures. Application for sick leave with the intent to defraud will result in dismissal and refund of salary or wages paid.

If the administration has reason to believe that sick leave is being misused by an employee, the administration has the right to discuss this matter with the individual employee.

Section 27.9 Physician Examination: The Employer may require an employee to take an examination, conducted by a licensed physician selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer. If the administration has reason to believe an employee is misusing sick leave, the administration, at Board expense, has the right to require that employee to be examined by a Board-designated physician who will attest in writing that the employee is or is not ill or injured.

Section 27.10 Returning from Sick Leave: The Parties agree that it is in their mutual interest to be assured that when an employee returns to work after sick leave or disability leave that such employee is capable of performing his job responsibilities. Accordingly, an employee may be required by the administration, to provide a medical certificate from the employees' treating physician, verifying that the employee is capable of performing his job duties. Such medical certificate shall be provided prior to the employee returning to work.

Section 27.11 Retention of Sick Leave: Employees with fewer than five (5) years of continuous service with the CCBDD will have their accumulated sick leave retained on file by the Employer. Employees with more than five (5) years of continuous service may, upon separation from employment, exercise options as described in Section 27.12 of this Article.

Section 27.12 Payment of Unused Sick Leave: Any employee who has completed five (5) years of service with the CCBDD will, upon leaving the Agency, have the option of (a) receiving thirty-five percent (35%) of his accumulated sick leave up to thirty (30) days at his current hourly rate of pay, or, (b) have all of his accumulated sick leave maintained on file to be transferred to another agency. The employee must request option (a) or (b) in writing to the Employer, within thirty (30) calendar days prior to the effective date of the termination of employment. Employees who make no such written selection thirty (30) days prior to their termination of employment date will be automatically granted option (b).

Eligibility for such severance payment shall be contingent upon the employee giving the Employer thirty (30) calendar days written notice prior to the effective date of the termination of employment. If such written notice is not provided to the Employer at least thirty (30) calendar days prior to severing employment, no payment for accumulated sick leave will be made. (Employer will retain accumulated sick leave on file).

Any current employee who dies after having completed five (5) years of service with the CCBDD will be entitled to have fifty percent (50%) of his accumulated sick leave paid to his estate up to one hundred (100) days. For purposes of this section, completion of five (5) years of service is construed to mean five (5) years from anniversary date to anniversary date of continuous service. This section does not apply to employees who retire.

Section 27.13 Payment Upon Retirement: Employees who retire shall be paid, at their current rate of pay, for eighty percent (80%) of all accumulated unused sick leave up to a maximum of one hundred forty (140) paid days. Payment for sick leave on this basis shall eliminate all sick leave credit of the employee and no future claims against such accumulated sick leave can be made. Such payment (one half (1/2)) shall be paid during the month of February following the employee's date of retirement. The second payment (one-half (1/2)), shall be paid during the month of February of the next calendar year.

Section 27.14 Notification Requirement of Certificated Employees: In order for a certificated employee (all employees with the exception of instructor assistants) to become eligible to receive his severance payment under either Sections 27.12 or 27.13 above, he must submit an irrevocable letter of retirement or resignation no later than July 10 of any year if such retirement or resignation is to be effective for the following school year or no later than sixty (60) calendar days in advance of his effective retirement or resignation date at all other times of the year. If a certificated employee does not meet the sixty (60) calendar day or July 10 advance written notice requirement as set forth herein, such certificated employee will automatically forfeit twenty-five percent (25%) of the severance pay to which he would have been entitled to receive. However, the above-stipulated timelines will not be enforced only if the employee provides the Employer with a valid physician's letter stating that there was a life-threatening medical reason that caused the employee to be unable to meet the advance notice requirements

Section 27.15 Return to Employment: A certificated employee who has either retired or resigned from the CCBDD and who has collected a severance payment benefit and thereafter becomes re-employed with the Board, will be required to begin at zero (0) years of experience in accordance with this Article.

ARTICLE 28 PAID PERSONAL LEAVE

Section 28.1 Provisions for Personal Leave: Employees shall be provided up to three (3) personal leave days per school year, without loss of pay, according to the following employment status:

- A. Employees who are on active pay status for fewer than sixty (60) workdays in a school year are ineligible for paid personal days.
- B. Employees who are on active pay status for more than sixty (60) but fewer than one hundred twenty (120) work days in a school year receive one (1)

personal leave day.

- C. Employees who are on active pay status for more than one hundred twenty (120) work days but fewer than one hundred fifty (150) work days in a school year receive two (2) personal leave days.
- D. Employees who are on active pay status for more than one hundred fifty (150) work days in a school year receive three (3) personal leave days.

Section 28.2 Notice of Intent to Use Personal Day: Employees shall request use of a personal day at least three (3) days prior to such use. In the event that such use of a personal day is due to an emergency, the employee is required to notify his supervisor as far in advance as practicable and that approval may also be subject to conditions stated in Section 28.3.

Section 28.3 Approval/Disapproval: Personal leave requests may be disapproved if they cause a hardship on the operation of the facility. In general, no more than three (3) regular employee absences will be granted on the same day.

Section 28.4 Restrictions:

- A. Personal leave that remains unused at the end of each school year shall be converted to sick leave.
- B. Personal leave may be taken only in half (1/2) day increments except as laid out in Section 27.4 above.
- C. Personal leave shall not immediately follow an unpaid leave of absence.
- D. Personal leave shall not be used during the first two (2) weeks of the school year and the last two (2) weeks of the school year without the approval of a Building Administrator.
- E. Personal leave shall not be granted to engage in other employment, union activities, Board of Review Hearings, or any other activity in opposition to the Board or its actions.

Section 28.5 Each employee with at least fifteen (15) years of service will receive one (1) longevity day annually. Employees shall have the option to either use the longevity day or receive one extra day's pay (at the employee's current rate of pay) for the day. The Board-maintained seniority list shall govern years of service determinations. The restrictions laid out in Section 28.4 above shall apply to longevity day usage.

ARTICLE 29

PARENTAL LEAVE

Section 29.1 Parental Leave: An employee who becomes pregnant or who becomes a parent by childbirth or adoption may, upon request, be granted a parental leave of absence without pay for a period of time requested by the employee, not to exceed six (6) consecutive, uninterrupted calendar months. If so requested, the original parental leave may be extended by the Board for a period of time not to exceed six (6) additional consecutive uninterrupted months.

Section 29.2 Leave Requests: Requests for the initial parental leave and the extension of parental leave shall be submitted sixty (60) calendar days prior to the requested commencement of the leave.

Section 29.3 Return from Leave: Upon completion of parental leave, the employee shall be returned to the same or similar position.

Section 29.4 Notice to Employer: An employee granted leave under this section shall provide written notice to the Superintendent of his intent to return or not to return to work, at least fifteen (15) calendar days prior to the scheduled return date. If an employee fails to return to work at the expiration of an approved parental leave, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 29.5 Health Insurance Provision: An employee will be able to purchase health insurance at the rate provided by the Health Insurance Plan, while on parental leave.

Section 29.6 Seniority: An approved parental leave of absence does not constitute a break in service, provided the employee follows the proper procedure for such leave, and returns to work on the previously scheduled return date.

Section 29.7 Sick Leave Credit and Vacation Credit: An employee on parental leave does not earn sick leave or vacation credit. The time spent on parental leave will be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 29.8 Step Increases and Pay Increments: Step increases and pay increments will follow the provisions of this Agreement under Article 44, Pay Increments and Step Increases.

ARTICLE 30 UNPAID LEAVE OF ABSENCE

Section 30.1 Employees who have completed a probationary period of ninety (90) days may be granted a leave of absence without pay in accordance with the provisions of this Article and the appropriate rules of the Employer.

Such leave may be granted for a minimum duration of five (5) work days and a maximum

duration of six (6) calendar months per school year due to any personal reason of the employee. Prior to taking leave under this Article, an employee must exhaust all applicable paid leave.

Section 30.2 Authorization of Leave: The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer or its designated representative shall decide in each individual case if a leave of absence is to be granted within the limitations of the appropriate rules of the Employer. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay must be applied for thirty (30) calendar days prior to the commencement of the desired leave if possible.

Section 30.3 Reinstatement From Leave: Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Any replacement in the position while the employee is on leave is to be on a temporary basis.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer.

If an employee is unable to return to work at the scheduled expiration date of an approved leave, such inability to return must be substantiated by a medical excuse or similar written documentation, and the employee must make a written request to the Employer for extension of the leave, in accordance with Article 35. A request for an extension is not considered approved or denied until the employee receives a written response from the Employer.

Section 30.4 Sick Leave Credit and Vacation Credit: An employee on a leave of absence without pay does not earn sick leave credit or vacation credit. However, the time spent on an authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 30.5 Abuse of Leave: If a leave of absence is granted for a specific purpose, and the employee violates the conditions of the leave, the Employer may impose disciplinary action up to and including discharge.

Section 30.6 Failure to Return From Leave of Absence: An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer, or its representative, may be terminated.

Section 30.7 Pay Increment and Step Increases: Step increases and pay increments will

follow the provisions of the Agreement under Article 44, Pay Increments and Step Increases.

ARTICLE 31 PROFESSIONAL LEAVE

Section 31.1 Professional Leave Defined: Professional leave is defined as time, during normal working hours, approved by the Employer for an employee to attend professional meetings, conferences, or visitations to familiarize himself with current information which will benefit the employee and the Program in the field of developmental disabilities.

Section 31.2 Request for Professional Leave: A request for professional leave with pay must be submitted to the employee's immediate supervisor in writing as early as possible.

The Employer is not required to consider any request that is not submitted at least five (5) calendar days before the scheduled activity. Employees requesting reimbursement must submit a complete estimate of costs along with the leave request.

Section 31.3 Approval/Denial: Administration may approve or deny professional leave requests based on the following factors:

- A. the cost to the Agency;
- B. the scheduled time of the request;
- C. the appropriateness of the conference;
- D. the employee's previous absences for professional leave;
- E. the value of the training for Program Enrollees; and/or
- F. the operational requirements of the Program on the date of the requested leave.

Section 31.4 Reimbursements for Approved Expenses: Employees will receive reimbursement for expenses incurred in accordance with Board policy. Approval for leave and expenses must be given prior to the leave. If the employee does not obtain advance approval, he shall be liable for any and all expenses incurred. Reimbursement shall occur within sixty (60) days of submission of receipts.

Registration Fee	Actual cost (receipt required)
Lodging	Actual cost (receipt required) up to a maximum of \$95.00 per night

Meals	Actual cost (receipt required) up to a maximum of \$23.00 per diem
Travel	The Board may require the employee to use a Board vehicle for travel. If applicable, mileage reimbursement (signed verification of actual mileage required) shall be based upon the I.R.S. determined rate, which is in effect as of July 1 of each year.

All requests for reimbursement must be submitted within thirty (30) days of completion of the meeting/conference to be eligible for reimbursement. Any incurred costs of an employee not submitted within this timeframe will not be honored for payment.

ARTICLE 32 COURT LEAVE

Section 32.1 The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the state of Ohio, or a political subdivision. All compensation received from court for court duty or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 32.2 Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with an employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or any action against the Employer when the employee is a plaintiff, etc. These absences may be approved without pay, if scheduled in advance with the Employer. The employee may also utilize personal leave for court matters if notice is given in accordance with Article 28.

Section 32.3 It is understood that an employee released from jury duty at least one and one-half (1-1/2) hours prior to the end of his scheduled work day shall report to work for the remaining hours.

ARTICLE 33 ASSAULT LEAVE

Section 33.1 Definition: An assault shall be defined as an aggressive act toward an employee by a Program Enrollee that results in physical harm.

Section 33.2 An employee who is required to be absent from his job due to physical disability resulting from an assault by a Program Enrollee which occurs in the course of Board employment during work hours or while the employee is required to be in attendance at a Program-sponsored function, or during the employee's involvement in any

Program-related, Board-approved activity at any time, on or off Board grounds, shall be eligible to receive assault leave with pay upon approval of the Superintendent.

Section 33.3 In order for an employee to qualify for assault leave pay, a statement of circumstances of the injury shall be filed with his immediate supervisor. This statement shall show conclusively that the injury was sustained in the line of duty, was inflicted by a Program Enrollee and did not result from an accident, misbehavior or negligence on the part of the employee. The reports should be signed by any witness to the assault. The reports will be investigated.

Section 33.4 Approved assault leave pay will be paid to the employee at his normal daily or hourly rate of pay for the time he is required to be absent from work, up to seven (7) work days as documented by a physician's statement.

Section 33.5 It is the responsibility of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his attending physician. The Board has the right to send the employee to a designated physician, at Board expense, if the documentation of the attending physician is in question. The findings of the appointed physician may be appealed by the employee through the grievance procedure.

Section 33.6 The payment for assault leave shall be in lieu of sick leave, worker's compensation pay, vacation pay, compensatory day pay, personal day pay, or emergency day pay. At the end of fifteen (15) work days, the employee has the option to:

- A. take sick leave;
- B. file for worker's compensation pay;
- C. apply for disability leave; or
- D. file for disability separation.

Section 33.7 Payment for assault leave shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and physician's documentation are submitted. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

Section 33.8 During the time an employee is receiving assault leave pay under this Agreement, the employee shall be exempt from accumulating sick leave credit and vacation leave. Payment for assault leave shall not be charged against an employee's sick leave credit.

ARTICLE 34 MILITARY LEAVE

Section 34.1 Employees who are members of the Ohio National Guard, the Ohio Defense

Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, as defined in R.C. Section 5923.01, shall be entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training, or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. The Parties agree to abide by R.C. 5923.

Section 34.2 Before military leave with pay will be granted, an employee is required to submit to the Employer copies of his military orders within a reasonable period prior to departure. Upon return and prior to payment for the leave, the employee shall submit to the Employer evidence of satisfactory completion of his duty.

ARTICLE 35 DISABILITY LEAVE (SEPARATION)

Section 35.1 Definition: For purposes of this Agreement, a disability includes a physical or mental impairment that substantially limits one or more of an employee's major life activities as is defined by and in accordance with the Americans with Disabilities Act.

Section 35.2 A physically incapacitated employee, who has exhausted all of his accumulated sick leave and all other paid leaves, may request an unpaid disability leave for a minimum of five (5) consecutive work days and a maximum of twelve (12) consecutive months only if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a twelve (12) consecutive month period. The request must be submitted in writing to the Superintendent, prior to the beginning of the leave, with a copy of a physician's statement attached supporting the medical necessity for such leave due to the employee's disability in accordance with the definition above. Prior to granting disability leave, the Employer has the right to require the employee to be examined by a physician designated by the Employer, at the Employer's expense, to determine whether the employee has a disability as defined above. In the event that the two (2) physicians do not agree, the Employer and the employee will agree upon a mutually-acceptable physician to be consulted. The cost of the third consultation is to be split equally between the employee and the Employer.

Section 35.3 An extension of this unpaid disability leave may be requested by the employee for up to an additional six (6) month period under the same provisions as are required for the first leave request. If the employee's medical condition could possibly extend beyond a twelve (12) consecutive month period whereas he is unable to perform his job responsibilities, it is recommended that he contact the State Teachers Retirement System ("STRS") or the Public Employees Retirement System ("PERS") so as to be made aware of his eligibility rights under the pertinent system's disability program.

Section 35.4 Retention of Hospitalization Benefits: An employee with a verified incapacitation in accordance with the definition above and for whom disability leave has

been granted by the Employer, will retain Employer-paid hospitalization for the full month following the month in which the approved leave began.

Section 35.5 Any appointment made to a position vacated by disability leave, will be made on a temporary basis, and such employee will be made fully aware of the assignment's temporary nature.

Section 35.6 Reinstatement: An employee granted a disability leave shall:

- A. have the right to reinstatement at the expiration of the disability leave to the same or a similar position provided the position still exists and is utilized by the Agency.
- B. contact the Employer no later than thirty (30) calendar days prior to the expiration of the disability leave verifying his date of return. The employee must provide the Employer with a written statement from his physician stating that the employee is medically able to return to work and resume all of his work responsibilities. A medical examination may also be required by the Employer and shall be conducted by a physician designated by the Employer at the Employer's expense. Any dispute regarding such examinations may be submitted to a neutral third physician at the expense of the Employer. An employee will not be permitted to resume his assignment unless the aforementioned requirements are met.

Section 35.7 An employee who does not return from disability leave at the expiration of such leave shall be automatically terminated from employment.

Section 35.8 Time spent on disability leave shall not be counted as time worked for purposes of longevity or seniority.

ARTICLE 36 FAMILY AND MEDICAL LEAVE ACT

Section 36.1 Both the Employer and the Association agree to abide by the terms, conditions and regulations of the Family Medical Leave Act of 1993 ("FMLA").

Section 36.2 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). An employee is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

Section 36.3 Provided that the reason for absence meets one of the conditions described in the definitions of "serious health condition" under the FMLA, the Board may designate and count the absence against an employee's 12-week entitlement even if the employee

has not requested that it be counted as such.

ARTICLE 37 LENGTH OF WORK DAY AND YEAR

Section 37.1 Length of Work Day: All employees shall follow a daily schedule of seven (7) work hours, except for the Early Intervention Specialists and Service Coordinators – Help Me Grow, who shall work eight (8) hours as established by the Board. If, in the opinion of the Board, it would be in the best interest of those employee services for an employee to work either before his regular starting time or after his regular quitting time on a regular basis, the employee's hours may be adjusted. The Early Intervention Specialist's and/or the Service Coordinator – Help Me Grow's work schedule may be adjusted by mutual agreement of the affected employee and the administration.

- A. An employee and the administration may mutually enter into a written agreement, on a quarterly basis, which would permit flexible work hours for the employee. The employee's request for a flexible work schedule must be submitted in writing to the administration at least five (5) work days prior to the first day of the quarter he is requesting the flexible schedule to begin. Any flexible work schedule (a maximum of thirty (30) minutes at the start or end of the workday) mutually agreed to in the agreement cannot be scheduled or infringe on the core hours students are in attendance. (Awarding of flex time will be contingent upon ensuring adequate employees to meet the safety concerns and educational needs of the students). Staff meetings, which are scheduled by the administration, must be attended by all employees regardless of the flexible work schedule agreements as long as the administration notifies employees at least ten (10) working hours in advance of the meeting. If the administration is unable or fails to give the ten (10) working hours notice, the employee who is under a flexible work schedule agreement is not required to attend the staff meeting but is to be held responsible for obtaining all pertinent information provided to employees at that meeting. Further, if any flexible work schedule agreement is entered into between an employee and the administration which violates or does not adhere to the strict requirements of the Ohio Revised Code or standards promulgated by ODE, the flexible work schedule agreement will be immediately terminated only after consultation with the President of the Association. For purposes of this provision, quarterly periods shall be defined as September 1-November 30 (1st quarter), December 1-last day of February (2nd quarter), and March 1-the last day of the school year (3rd quarter).

- B. Every seven (7) or eight (8) hour work period shall provide for a one-half (1/2) hour lunch period, which is assigned. In addition, there may be one fifteen (15) minute rest period in the morning and one fifteen (15) minute rest period in the afternoon. The time of the rest period shall be subject to

the discretion of the employee's supervisor.

- C. Changes in work schedules shall be made only to meet the operational needs of the Employer, and shall not be made arbitrarily. A minimum of fifteen (15) work days written notice shall be provided to employees affected by work schedule changes, except when changes are necessitated by unforeseen situations; however, an employee will not be required to change his regular schedule solely to avoid the payment of premium pay.
- D. Each teacher will average at least thirty (30) minutes of planning time daily. This time may be prior to student arrival, after student dismissal, classroom gym time or classroom music time.
- E. It is mutually understood that any regularly scheduled extension of the work year and/or work day beyond that stated in this Article may not be imposed by the Employer without negotiating such extension with representatives of the bargaining unit.

Section 37.2 Meetings: Attendance at staff meetings called by the administration during employee work hours shall be mandatory, unless an employee is excused by the Administration. If there is a need for a staff meeting outside of employee work hours, one may be scheduled per month not to exceed 4:15 P.M. The Administration will, whenever possible, give a five (5) day written notice of the time and purpose of the meeting.

Retention of employees beyond normal hours shall be directly related to the benefit of the Agency.

No over-time shall be paid for such meetings.

Section 37.3 Late Arrival/ Early Dismissal: An employee may be permitted to arrive up to fifteen (15) minutes later than his normal reporting time or may be permitted to leave work up to fifteen (15) minutes prior to his normal quitting time without being charged such time off. However, the combination of these late arrival/ early dismissal times shall be limited to a total of five (5) occurrences per school year.

Any employee who needs to arrive late or leave early must present a legitimate reason and must secure administrative approval. Such request for approval must be noted on the sick leave form.

- A. When administrative approval is granted, the employee will remain in active pay status until his or her normal quitting time or starting time.
- B. For purposes of this Section, administrative approval or disapproval is not grievable.

Section 37.4 Extra Duty Requirements: All employees are required to attend evening parent conferences as scheduled on the school calendar. Parent conferences scheduled before or after regular working hours on dates other than those on the calendar are mandatory for those Instructors involved with that Program Enrollee and will carry compensation of time out of the regular work schedule on a one (1) hour = one (1) hour basis after the first half-hour of the conference.

Other extra duties may also be required at the request of the Superintendent and/or Building Administrator. When extra duties are required beyond the regular workweek of thirty-five (35) hours, an employee will be paid on a one (1) hour = one (1) hour basis. After an employee has worked forty (40) hours in a workweek, the employee will be paid overtime for any additional hours worked on a one (1) hour = one and one-half (1½) hour basis.

Section 37.5 Length of Work: The total number of regularly scheduled work days for members of the bargaining unit shall be 183 days to be used as follows: one hundred seventy eight (178) days shall be considered student instruction time; two (2) days shall be for parent-teacher conferences; two (2) days shall be for in-service training and one (1) day shall be a teacher work/in-service day. The teacher work/in-service day will be used for preparing classrooms, in-house scheduled meetings for the current school year planning, individual classroom scheduling and in-service. Additional in-service training may be implemented by the Employer on student instruction days for all employees. Such additional in-service would be conducted at the end of the school day and would be scheduled for a maximum of three (3) hours on any one day and a maximum of six (6) total hours of additional in-service training per year. Employees will be notified at least five (5) workdays in advance of the in-service training. Employees required to attend this in-service training shall be paid straight time. If the in-service training is conducted during a staff meeting, employees shall be paid straight time if the in-service training goes beyond 4:15 P.M.

If the length of the mandated school year increases, Sections 37.5 and 37.6 will be reopened.

Exceptions to the 183 days will be:

- A. Early Intervention Specialist: Two hundred sixty (260) work days of which two (2) days are for in-service training. The Early Intervention Specialists shall receive four (4) days off as Christmas Leave and one (1) day off on the day after Thanksgiving as Thanksgiving Leave. Christmas Leave days shall be scheduled in advance with the Early Intervention Supervisor.

- B. Registered Nurse (“RN”) and Licensed Practical Nurse (“LPN”): Two (2) additional workdays shall be added to the RN and the LPN’s work year for the express purpose of preparing student medications. Such two (2) days shall be scheduled prior to the employee report days for that school year. The addition of these two (2) days shall require the RN and the LPN to work a one hundred eighty-five (185) day work year.
- C. Speech Language Pathologist: One hundred eighty-seven (187) workdays, of which two (2) days are for in-service training. The four (4) days beyond the seasonal work days shall be assigned and/or approved by the Administration.
- D. Behavior Management Support Specialist: Two hundred sixty (260) workdays, of which two (2) days shall be for in-service training.
- E. Service Coordinator – Help Me Grow: Two hundred sixty (260) workdays, of which two (2) days are for in-service training. The Service Coordinators – Help Me Grow shall receive four (4) days off as Christmas Leave and one (1) day off on the day after Thanksgiving as Thanksgiving Leave. Christmas leave days shall be scheduled in advance with the Help Me Grow Project Director.

Section 37.6 Extension of the Work Year: An extension of the school year is any days worked beyond 183 days for seasonal employees, 260 work days for Early Intervention Specialists and Service Coordinators – Help Me Grow, 185 work days for RNs and LPNs and 187 work days for Speech Language Pathologists. These extra days would include attendance at professional workshops (meetings and in services) at the Employer's written assignment. No employee would be assigned to attend more than two (2) professional days which would extend the school year. Such extensions of the school year will carry compensation of time out of the regular work schedule on a one (1) hour = one (1) hour basis beginning at 8:30 a.m. and ending at 3:30 p.m.

ARTICLE 38 EXTRA DUTIES

Section 38.1 It is mutually understood that the education profession necessarily involves the acceptance of responsibilities that go beyond the normal work day. It is further understood that some "after hours" assignments are compensable by the Employer as beyond the normal scope of teaching responsibilities.

Section 38.2 Meetings with Outside Agencies: Meetings with outside agencies shall mean those meetings held with other agencies for the direct benefit of a Program Enrollee. IEP meetings, parent conferences, in-services, home visitations or any meetings for the benefit of the employee shall be excluded.

Employees who are assigned to meet with outside agencies outside of their contractual school day or school year will be compensated at their regular hourly rate for the duration of the meeting. Mileage will be paid at the Board-established rate for any employee who is required to use their own vehicle in lieu of transportation time being paid. This Section shall not apply to Early Intervention Specialists or Service Coordinators – Help Me Grow.

Section 38.3 Employees who are assigned to make a home visit outside of their contracted school day will be compensated at their regular hourly rate for the duration of the home visit. Mileage will be paid by the Board in accordance with the Internal Revenue Service (“IRS”) mileage rate which was in effect as of the prior July 1 for any employee who is required to use his own vehicle in lieu of transportation time being paid. This section does not apply to Early Intervention Specialists or Service Coordinators – Help Me Grow.

ARTICLE 39 TRANSPORTATION OF STUDENTS

Section 39.1 Bus Driver Physicals: Each transition employee volunteering or assigned to drive/transport students will be required to get an annual bus drivers' physical examination at Board expense. Employees may get their physical examination at the doctor of their choice; however, reimbursement will be at the Board-established rate.

Section 39.2 Driving Abstract: Any employee who operates a Board-owned vehicle must assist the Board in securing his driver abstract and proof of the employee’s personal automobile insurance policy/coverage. A copy of this abstract will be made available to the employee.

Section 39.3 Supervision: It is understood that different Program Enrollees have different supervisory and educational needs during community-based activities. Employees who are transporting three (3) or more Program Enrollees to a community-based activity will have a second employee accompany them on the trip if so requested. The employee who is planning the trip will indicate such request for a second employee on the trip ticket form that is currently used for trip approval.

Section 39.4 Vehicle Maintenance: Any malfunction of Program vehicles will be reported in writing to the Building Principal, within one hour, on forms provided by the Employer. A copy of repairs completed will be given to the designated Association Representative. If a vehicle malfunction that affects the safe operation of the vehicle is found prior to a community outing, the scheduled driver will report the malfunction and the vehicle will not be driven.

ARTICLE 40

DELEGATED NURSING

Section 40.1 The Employer and the Association agree that every Instructor will be assigned to perform delegated nursing duties. Instructor Assistants may also express interest in performing such duties by signing the volunteer sheet. Assignments will be made based on availability and need.

Section 40.2 The RN shall have final decision-making authority over who is accepted to do delegated nursing.

Section 40.3 The Employer agrees to provide the following protection for employees administering medication or performing medical procedures.

- A. The Employer will obtain from the physician who prescribed the drug, a signed statement including all of the relevant information necessary for administering the drug.
- B. The Employer will obtain from the parent or guardian a signed statement authorizing the administration of the drug.
- C. Employees who are assigned to administer medication or do nursing tasks are protected by sovereign immunity as outlined in R.C. Chapter 2744.

Section 40.4 Employees assigned to do delegated nursing duties are assigned for a period of one school year and may or may not be so assigned the following school year.

Section 40.5 The Employer may assign additional employees to perform delegated nursing duties. Before assigning additional employees, the Employer will inform the Association of the intent and reason for such additional assignments.

Section 40.6 Training: The Employer shall provide the necessary and required training for delegated nursing duties, including any required update training. If this, or any other training falls outside the regular work hours of the employee, those employees required to train employees or those employees required to attend such training, shall receive compensation as set forth below:

- A. Employees required to attend Basic Training for delegated nursing and who successfully complete such basic course, will receive compensation at the maximum amount of two hundred twenty-five dollars (\$225.00). (Basic Training currently requires fourteen (14) hours of training.) An employee who receives pay for Basic Training shall not receive pay under Section 40.8 for performing delegated nursing duties that year.
- B. Employees who successfully complete update training or training required pertaining to the proper care of and feeding and/or providing medications through a gastrointestinal tube ("G-tube") and/or a Jejunostomy tube ("J-

tube”), shall be compensated at the rate of twenty-five dollars (\$25.00) per hour.

- C. The RN required to provide the training to employees shall be granted up to a maximum of fifteen (15) hours per year, at his regular hourly rate of pay, for the purpose of training employees outside his regular contracted work hours.

Section 40.7 Assigned employees who fail to meet successful criteria in Basic Training or any module will take the training again without compensation.

Section 40.8 Assigned employees will receive three hundred dollars (\$300) per year for doing delegated nursing duties (except as laid out in Section 40.6 above).

- A. This three hundred dollars (\$300) will be payable at the end of the assigned year of service.
- B. Any assigned employee who does not complete one year, for whatever reason, will receive a pro-rated portion of three hundred dollars (\$300).

Section 40.9 Assigned employees who have completed training will sign an agreement with the Employer that states that they will do delegated nursing duties for a year. This agreement shall serve as part of the job responsibilities of that employee and shall carry the same weight as other assigned job duties.

Section 40.10 If and when new legislation is adopted during the term of this Agreement which affects the administration of medication and/or medical procedures by Board employees, the Parties agree to meet to negotiate a procedure consistent with the new legislation.

ARTICLE 41 COMPENSATORY DAYS

Section 41.1 It is mutually understood that the education profession necessarily involves the acceptance of responsibilities that go beyond the normal work day. It is further understood that some "after hours" assignments are compensable by the Employer as beyond the normal scope of teaching responsibilities.

Section 41.2 Compensatory Time: Compensatory time is that time earned by employees by working assigned and/or approved overtime hours. This time will be credited at one and one-half (1-1/2) times the hours worked if taken in a lump sum payment and at time for time if utilized as compensatory time off; but, may be accumulated and used up to fourteen (14) hours per school year for employees beginning work in a school year prior to January 1 and up to seven (7) hours for employees beginning work in a school year between January 1 and April 1. Employees beginning work after April 1 will not be eligible for compensatory time.

Any employee who is on unpaid status for fewer than sixty (60) working days may earn fourteen (14) hours of compensatory time. Employees who are on unpaid status for 60 to 120 working days may earn seven (7) hours of compensatory time, and employees who are on unpaid status for more than one hundred twenty (120) working days in a school year will be ineligible for compensatory time.

Section 41.3 Administrative Approval Prior to Earning Compensatory Time: Employees must request and receive administrative approval to earn compensatory time, on the form provided, before performing the work.

- A. Administrative approval does not guarantee compensatory time if the employee is beyond the allowed earnings for the year.
- B. The Administration will approve or deny a request for compensatory time within five (5) working days of receipt of the request.

Section 41.4 Recording: It is the employee's responsibility to appropriately record compensatory time hours earned on the form provided. The employee must submit the form to the Building Principal within five (5) work days of earning the compensatory time hours.

Section 41.5 Taking Compensatory Time Off: The Building Principal has the right to enforce the language contained in this provision without adhering to prior decisions or past practice. No more than three (3) employees shall be permitted to take compensatory time off/paid personal leave on the same day. When a requested day creates the absence of more than four (4) employees, such request will not be permitted. Employees shall have the right to request five (5) consecutive days of compensatory time off/paid personal leave but the five (5) days cannot be used during the first five (5) days of the student school year nor during the last five (5) days of the student school year. Compensatory time off may only be taken in day units.

Section 41.6 Employee Option: Employees may choose to take a lump sum payment for compensatory time earned and approved within the time limits established by this section. The approved form must be turned into the Business Manager by the last working day of the school year. Payment will be processed within the following pay period. This payment will be at the employee's current rate of pay. The payment will be for all unused compensatory time within the limits specified in Section 41.2. This payment will cancel all earned compensatory time for the previous school year and will be paid only once a year.

Section 41.7 Employee Request for Compensatory Time Off: Requests for compensatory time off must be requested at least five (5) working days prior to the requested time off. The Administration will approve or deny such request within two (2) days of the administration receiving the request for compensatory time off.

Section 41.8 Administrative approvals and denials of earning compensatory time and/or receiving payment for earning compensatory time off are final and non-grievable.

Section 41.9 This Article, in its entirety, shall not apply to Early Intervention Specialists and Service Coordinators – Help Me Grow. Early Intervention Specialists and Service Coordinators – Help Me Grow shall not be eligible to earn compensatory time.

ARTICLE 42 CALAMITY DAYS

Section 42.1 Calamity days are those days of scheduled operation when unanticipated events or conditions require closing of a Board facility or facilities by the Superintendent. Employees will be paid for up to five (5) calamity days per year. However, employees will not be paid for school days or hours added to the school year in order to meet the state-mandated school year requirement.

Section 42.2 Employees will not be required to work when the facility in which they work is closed.

Section 42.3 Employees who are on vacation or a leave of absence when a calamity day is declared will not receive calamity day pay. If on vacation, they will receive vacation pay for which they are entitled. Employees who are scheduled for a personal, sick, or compensatory day on the day of a declared calamity will have that personal, sick, or compensatory day reinstated. These reinstatements will not be made when only a portion of a day is declared a calamity (such as early dismissal).

Employees who are on sick leave when a calamity day is declared will not receive pay nor will they be charged with sick leave if the total number of calamity days declared for that school year has exceeded five (5) days.

Section 42.4 When a calamity forces the closing of the facility prior to regular closing time, employees will remain on the job until dismissed by the Building Principal. Such dismissal time will not exceed more than one-half (1/2) hour beyond the Program Enrollee dismissal time.

Section 42.5 The rest of this Article does not apply to Early Intervention Specialists and Service Coordinators – Help Me Grow. Early Intervention Specialists and Service Coordinators – Help Me Grow who are scheduled to work on calamity days shall work their regularly scheduled hours, or earlier as released by the Superintendent, at their regular rate of pay unless the building where the employees work is closed due to no water, no heat, etc. or the sheriff closes the roads.

Early Intervention Specialists and Service Coordinators – Help Me Grow may use personal leave on calamity days. Requests to use personal leave on calamity days do not need to be submitted three (3) days in advance in accordance with Article 28 of this Agreement. When an Early Intervention Specialist or Service Coordinator – Help Me Grow desires to use personal leave on a calamity day, he should call the Early Intervention Specialist Supervisor/Help Me Grow Project Director or his designee at

least one (1) hour before the time he is scheduled to report to work on each day declared a calamity in accordance with this Article.

ARTICLE 43 VACATION

Section 43.1 Only twelve-month employees may accrue or utilize vacation. Other employees receive school recess in lieu of vacation. Eligible employees shall earn vacation at the following rates:

<u>Length of Service</u>	
Less than 7 years	3.1 hrs./80 hrs.
7 yrs. but less than 13 yrs.	4.6 hrs./80 hrs.
13 yrs. but less than 22 yrs.	6.2 hrs./80 hrs.
22 yrs. and above	7.7 hrs./80 hrs.

Section 43.2 Vacation Earned: No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Board. Although an employee begins accrual of vacation leave at the date of hire, the leave is not considered earned until after the completion of one year of service with the Board. Therefore, if an employee should terminate or be terminated from his employment with the Board prior to completion of one year of service, that employee would not be eligible for payment in lieu of vacation leave that is unused.

Section 43.3 Vacation Computation: Vacation time will be computed from the date of hire of each employee.

Section 43.4 Vacation Requests: All requests for vacation shall be submitted in writing to the employee's immediate supervisor. The Superintendent reserves the right to deny a vacation request if he determines it conflicts with previously-granted vacation or creates a scheduling conflict.

Section 43.5 Vacation Increments: Vacations shall be taken in minimum increments of one-half (1/2) hour.

Section 43.6 Vacation Death Benefit: In case of the death of an employee, the unused vacation leave credit of any employee who has completed at least one (1) year of employment with the Board shall be paid to the employee's spouse or to his estate.

Section 43.7 Vacation Carryover: Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accumulated vacation leave for up to two (2) years upon approval by the Superintendent. No vacation leave shall be carried over for more than two (2) years. All requests for carry over shall be submitted in writing to the Superintendent.

Section 43.8 Vacation at Separation: When an employee is separated from employment,

after one year of service, for any reason, he shall be given all of his vacation pay.

**ARTICLE 44
PAY INCREMENTS AND STEP INCREASES**

Section 44.1 Full-time, seasonal employees must have completed one hundred thirty-seven (137) or more work days the previous school year to be eligible for a full pay increment and full step increase. Seasonal employees receive annual pay increments beginning with the first pay period in the school year. Twelve-month employees receive annual pay increments beginning with the first pay period in August.

Section 44.2 Employees who work fewer than one hundred thirty-seven (137) days shall be awarded step increases and pay increments according to the following schedule:

137 or more days worked	full pay increment/full step
106 -136 days worked	3/4 of pay increment/full step
76 - 105 days worked	1/2 of pay increment/full step
46 - 75 days worked	1/4 of pay increment/no step
0 - 45 days worked	no pay increment/no step

Section 44.3 Days worked means being on paid status and performing assigned duties.

**ARTICLE 45
EMPLOYEE SALARY**

Section 45.1 The salary schedules contained as part of this Agreement represent the rates of pay for the various classifications in the bargaining unit. Employees shall receive the following lump sum payment(s), divided equally among each pay:

2012-2013 (through August 31, 2013) – 2%
2013-2014 (September 1, 2013 – August 31, 2014) – 1.75%
2014-2015 (September 1, 2014 – August 31, 2015) – 1.75%

For 2012-2013, the lump sum payment shall be retroactive to September 1, 2012.

Section 45.2 It is mutually understood that if there is a discrepancy between the salary schedule at a specific step and the calculation based on the salary index and salary base, the calculation based on the index shall be considered accurate.

Section 45.3 Change in Salary Classification: Employees who qualify for a higher salary classification must provide evidence of such qualifications to the Superintendent. Employees in the Instructor IV salary classification must provide DD certification to move to the Instructor IV, Certified classification. Employees in the Instructor IV, Certified classification must provide official transcripts showing an additional fifteen (15) semester hours to move to the Instructor IV, plus 15 classification. Employees in the Instructor IV, plus 15 classification must present evidence of a Master's Degree to move to Instructor IV,

Masters classification. Employees in the Instructor IV, Master's classification must show evidence of completion of fifteen (15) semester hours since completion of their master's degree to move to the Instructor IV, Master's plus 15 classification. All changes in salary classifications will be made at the same step the employee held in the previous classification. Such salary change can only occur between the first and last day of the regular school year as specified by the school calendar. This section speaks only to persons who are serving in an official teaching capacity and not to assistants.

Section 45.4 Promotions: Instructor Assistants who are promoted to Instructor IV or higher classifications, will be placed on the lowest step in the new classification which results in a minimum of a 5% pay increase.

Section 45.5 The base salary for calculation of salary using the salary index will be as follows:

	<u>Certified</u>	<u>Assistants</u>	<u>LPN</u>
2012-2013	\$28,903	\$28,462.63	\$28,926.65
2013-2014	\$28,903	\$28,462.63	\$28,926.65
2014-2015	\$28,903	\$28,462.63	\$28,926.65

The base salaries above shall represent 1.00 on the salary index for the respective classifications.

Section 45.6 Delegated Nurse Index: The delegated nurse index will apply to the registered nurse in the bargaining unit who is assigned to organize, coordinate, teach, and monitor the delegated nurse program.

Section 45.7 All employees will be paid through direct (electronic) deposit.

Section 45.8 Early Intervention Specialists hired after ratification of this September 1, 2012 – August 31, 2015 Agreement shall be placed on a new wage grid (i.e., the wage grid tentatively agreed to between the Parties on January 28, 2013). The base wage for Early Intervention Specialists hired on the new wage grid shall be \$28,903.

ARTICLE 46 EXPENSE REIMBURSEMENTS

Section 46.1 Employees who make authorized personal expenditures or incur personal expenses which are authorized for reimbursement, will receive reimbursement up to amounts authorized in Board Policy. Reimbursement will require the submission of appropriate documentation and receipts.

Section 46.2 When a Board vehicle is available, Early Intervention Specialists and Service Coordinators – Help Me Grow shall use a Board vehicle. When a Board vehicle is not available for use, and with advance approval from the immediate supervisor, Early Intervention Specialists and Service Coordinators – Help Me Grow shall be reimbursed for

actual, documented work mileage in accordance with the IRS mileage rate in effect as of July 1 of each calendar year.

Section 46.3 Tuition Reimbursement: Tuition reimbursement will be available to certified employees in accordance with provisions of this Article.

- A. Instructor IV - Certified: currently holding a provisional or professional multi-handicapped certificate and assigned to a position requiring such certification.
- B. Language Development Specialist: currently holding a provisional or professional School Speech Therapy Certificate and assigned to a position requiring such certification.
- C. Early Intervention Specialist: currently holding a provisional or professional certificate and assigned to a position requiring such certification.
- D. School Nurse: currently holding an Ohio RN License.
- E. Adapted Physical Education: currently holding a provisional or professional K-12 physical education certificate, validated for Adapted Physical Education.
- F. School Licensed Practical Nurse: currently holding an Ohio LPN License.
- G. Instructor Assistant: only approved for paraprofessionals as required by law or ODE.
- H. Service Coordinator – Help Me Grow: currently maintaining credentials through the Ohio Department of Health and assigned to a position requiring such credentials.

Section 46.4 Any and all coursework taken by an employee and reimbursed by another resource will not be eligible for reimbursement from the Board.

Section 46.5 A teacher must remain in the employment of the CCBDD for the immediately succeeding school year to be eligible for reimbursement for summer courses.

Section 46.6 Eligible Coursework: Eligible coursework must be taken from an accredited institution of higher education and meet the following criteria:

- A. must lead to an advanced degree in school administration or mental retardation;

- B. must lead to an advanced degree in an allied field in which the employee is currently employed with the CCBDD; and/or
- C. any course in the DD field which the employee has not previously taken in the field of current employment.

Section 46.7 Tuition Reimbursement: A Tuition Reimbursement Account (“TRA”) shall be established by the Board and shall contain the amount of seven thousand five hundred dollars (\$7,500.00). The TRA shall be for the sole and exclusive purpose of reimbursement of tuition cost and matriculation fees for Instructors. Registration fees, library fees, travel, parking or student fines are not to be reimbursed. The maximum reimbursement for any employee who is required to have a degree shall be eighteen hundred dollars (\$1800.00) per school year (Sept.-Aug.). If there is a balance of money in the TRA as of August 31 of any school year, such balance (unspent and uncommitted dollars), if any, shall be carried over into the TRA for the next school year up to a maximum amount of five hundred dollars (\$500.00). This reimbursement will be approved on a first come, first served basis. If the balance of monies in the TRA are either spent or committed, further reimbursements will not be approved for the remainder of that school year.

If the administration requests or requires an employee to take a course or courses which are outside the employee's area of certification, then such costs will be paid by the Board and shall not be reimbursed through the TRA.

The Board will pay for required BCI checks only for all employees.

Section 46.8 Reimbursement will only be made upon application by the employee after he has successfully completed the course. Reimbursement will only be made for that coursework in which the employee received a final grade of "C" or higher. No reimbursement will be made for any course in which the employee receives an incomplete, even if he later completes the course according to the criteria in this Article.

Section 46.9 Continuing Education Unit (“CEU”)/Continuing Nursing Education (“CNE”) Reimbursement: Reimbursement will be at the rate of 80% with a maximum of \$110.00 per employee per school year if CEU/CNE credits are taken during non-working hours. If an employee has utilized two (2) or more professional days within the school year, that employee will not be eligible for reimbursement of non-work hour CEU/CNE credits. Non-work time reimbursement of CEU/CNE hours cannot be used in conjunction with professional day reimbursement. All requests for reimbursement must receive prior approval by the Employer. Approved reimbursement will be made upon application by the employee after he has successfully completed the training program and CEU's/CNE's have been granted.

- A. Employees receiving the above-mentioned CEU/CNE reimbursement will not be eligible for any other reimbursement for expenses for training programs offering CEU/CNE credit during non-work hours.

- B. Only employees required to obtain CEU's/CNE's to maintain certification will be entitled to this reimbursement.

Section 46.10 Employees must remain in the employment of the CCBDD the immediately succeeding school year to be eligible for CEU/CNE reimbursement for summer programs.

ARTICLE 47 CREDIT TIME

Section 47.1 Definition: Time credited to Early Intervention Specialists and Service Coordinators – Help Me Grow for hours worked beyond forty (40) hours a week (credited in thirty minute increments). Such credit time will only be earned with the advance approval of the Early Intervention Supervisor/Help Me Grow Project Director or his designee.

Section 47.2 Credit Time Earned and Reported: Such time shall be reported in writing to the supervisor after the time is earned. To utilize credit time, the Early Intervention Specialist or Service Coordinator – Help Me Grow shall request the leave time on the Request for Paid Leave Form. The request shall be made at least two (2) workdays in advance of the use of the credit time. Credit time will be earned and utilized in comparable times (i.e., one hour of earned credit time equals one hour of credit time to be utilized). Such scheduling of the utilization of earned credit time shall be scheduled by mutual agreement of the Early Intervention Specialist or Service Coordinator – Help Me Grow and the Early Intervention Supervisor/Help Me Grow Project Director or his designee.

Section 47.3 Credit Time in Lieu of Overtime: Early Intervention Specialists and Service Coordinators – Help Me Grow shall only be eligible to acquire credit time in accordance with the provisions set forth in this Article. Such Early Intervention Specialists and Service Coordinators – Help Me Grow shall not be eligible for overtime or overtime pay.

ARTICLE 48 PRODUCTIVITY STANDARDS

Section 48.1 Billable Time: Service Coordinators – Help Me Grow must account for all of their time in each day and must bill for at least the following percentages of time each month:

65% for the remainder of Fiscal Year 2013 (i.e., July 1, 2012 – June 30, 2013)

68% for Fiscal Year 2014 (i.e., July 1, 2013 – June 30, 2014)

70% for Fiscal Year 2015 (i.e., July 1, 2014 – June 30, 2015)

Section 48.2 Non-Billable Time: All non-billable time for services rendered on behalf of a client must be documented. A rationale for unbilled time must be included in the time

entry. General non-billable time including, but not limited to, attendance at authorized training, paid breaks, and general office work does not need pre-authorization and pre-approval by the Help Me Grow Project Director. Non-billable time that is performed pursuant to a specific client is subject to pre-authorization and pre-approval by the Help Me Grow Project Director.

Section 48.3 Evaluation: If productivity standards are not met, it will negatively impact the Service Coordinator – Help Me Grow’s performance evaluation.

Section 48.4 Consequences for Not Meeting Productivity Standard: Service Coordinators – Help Me Grow who do not bill for at least the percentages laid out in Section 1 of this Article each month will be subject to progressive discipline, at the discretion and/or recommendation of the Help Me Grow Project Director, up to and including termination of employment. For Fiscal Year 2013, additional training will be provided for Service Coordinators – Help Me Grow who do not meet the productivity standard.

ARTICLE 49 RESIDENT EDUCATOR PROGRAM

Section 49.1 The Parties agree to establish a Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards.

Section 49.2 Purpose of the Resident Educator Program: The Resident Educator Program is a four academic year entry-level program for classroom teachers that includes a performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education, and a formal program of support, which shall include mentoring to foster professional growth of the Resident Educator that is congruent with the required performance-based assessment and counseling to ensure that the Resident Educators receive needed professional development. Successful completion of the Resident Educator Program is required to qualify for a 5-year professional educator license.

Section 49.3 Required Participation in the Resident Educator Program: All Instructors who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards:

- A. hold a valid resident educator license, an alternative resident educator license of any type, or a one-year out-of-state educator license;
- B. teach at least two classes or .25 Full Time Equivalent (“FTE”) in their area of licensure;
- C. are responsible for planning and delivering standards-based, preK-12

curriculum to students and evaluating their progress;

- D. work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and
- E. are assigned an ODE-certified, trained mentor by the Employer.

Instructors will apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.

Section 49.4 Resident Educators are not required to complete an Individual Professional Development Plan (“IPDP”) nor utilize the Local Professional Development Committee (“LPDC”) process.

Section 49.5 Mentor Qualifications: Mentors are selected by the Employer based on demonstrated knowledge, experience and qualities that are consistent with responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards. Employees are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

- A. a current, five-year professional license or two-year provisional license that has been renewed two or more times;
- B. at least five (5) years of teaching experience;
- C. recent classroom experience within the last five (5) years;
- D. at least three (3) years of teaching experience at a county board of developmental disabilities;
- E. successful completion of the mentor application process;
- F. selection by the Employer to attend the state-sponsored mentor training;
- G. successful completion of all state-sponsored mentor training including, but not limited to, Instructional Mentoring and Resident Educator-1; and
- H. commitment to adhere to the Ohio Department of Education Resident Educator Program Standards for mentors.

Section 49.6 Assignment of Mentors: Mentors shall be assigned to work with individual Instructors in the Resident Educator Program by the Employer. Individual assignments shall be made at the sole discretion of the Employer and for a term of one school year. Mentor participation shall be voluntary. The cost of the required training shall be paid

by the Board.

Section 49.7 Instructors who successfully serve as mentors for the entire school year will be paid a stipend of \$350 per school year. Instructors who do not complete their commitment will not receive any portion of their stipend, unless there is an extenuating circumstance, approved by the Administration on a case-by-case basis, in which case the mentor shall be paid a portion of the stipend proportionate to the amount of time served as a mentor.

Section 49.8 The Board has the right to contract out for mentors if no Instructors volunteer to serve as mentor(s) and/or if no Instructors meet the requirements laid out in Section 49.3, the law, and/or the Ohio Department of Education Resident Educator Program Standards.

Section 49.9 If the mentor or Resident Educator is unable to resolve differences with the other, they may request a reassignment from the Administration. Reassignment requests will be evaluated by the Administration and may be granted at the sole discretion of the Administration.

Section 49.10 The Resident Educator Program shall not replace the negotiated teacher evaluation system and shall not be used to evaluate a Resident Educator.

ARTICLE 50 DAMAGE TO EMPLOYEE'S PERSONAL PROPERTY

Section 50.1 The Employer will repair or replace damaged or destroyed personal property of an employee which is caused by a student when the damage or destruction occurs during the employee's scope of employment and when the act of the student is intentional or involuntary (caused by the disability of the student). Repair or replacement will be limited to the following personal property items: eye glasses, torn clothing, inexpensive watches, hearing aids and assistive devices (e.g., prosthesis). Such repair or replacement shall be limited to a maximum reimbursement of five hundred dollars (\$500.00) per year per employee. Personal property which is damaged may be repaired rather than replaced if it is cost effective to do so. If the property is replaced, the damaged property is to be given to the Employer.

Section 50.2 In order to receive any reimbursement for damaged or destroyed personal property, the employee must submit a receipt proving the cost of the repair or replacement. The Employer shall then, upon approval of the claim, reimburse the employee within a reasonable period of time. This reimbursement shall occur only after the employee has sought to obtain to the fullest extent possible reimbursement from personal insurance, worker's compensation or OEA/NEA. Thereafter, the employee will be reimbursed the difference in loss up to the maximum set forth above.

Section 50.3 A "Property Damage Report Form" must be completed by the employee within five (5) work days of the incident causing the damage, describing the circumstances

that lead to the damage of personal property. Further, the employee shall give verbal or written notification to the employee's immediate supervisor as soon as reasonably possible after the incident occurs. An employee's failure to submit the Property Damage Report Form to the Employer within the required timeline will result in no reimbursement. The Employer will carefully investigate all timely submitted claims in order to substantiate that the employee was not negligent or a cause of the damage or destruction claimed.

ARTICLE 51 EMPLOYEE DRIVING QUALIFICATIONS

Any Board employee who is required to drive his own personal vehicle or a Board-owned vehicle as a part of his regular job responsibilities shall be required to meet the following criteria:

- A. The employee hereby agrees that the Employer shall obtain a copy of the employee's driving abstract from the Bureau of Motor Vehicles.
- B. If an employee's driver's license is suspended or revoked, the employee will face disciplinary action, up to and including termination. If the employee's driver's license is suspended for an offense prohibited under House Bill 487, the employee will report it to the Superintendent.
- C. If an employee is convicted of a DUI (i.e., driving while under the influence), the employee will report the conviction to the Employer. The employee will be subject to disciplinary action, up to and including termination.

ARTICLE 52 HOSPITALIZATION/INSURANCE

Section 52.1 Health Insurance Coverage

- A. The Board shall provide all full-time employees with insurance coverage as laid out herein. Effective upon ratification of this Agreement by both Parties, to be enrolled in the plan, eligible employees shall assume a monthly employee contribution of ten percent (10%) of the monthly premium cost of the plan to the Board, to be capped during the life of this Agreement at a maximum of \$145.00 per month. The Board will bear the difference between the plan cost and employee contribution. Upon expiration of this Agreement, there shall be no cap on the employee's monthly ten percent (10%) contribution.
- B. An insurance committee shall be established. Such committee shall be composed of three (3) board representatives, and three (3) representatives from each of the Association's bargaining units. The committee shall meet at least quarterly, and shall review and discuss claims processes, premium rates, benefit coverages and other related insurance issues. The committee

may discuss possible benefit modifications, or other cost savings adjustments in order to maintain or reduce premium cost. Such findings shall be submitted to all Association negotiating teams, and to the Board, prior to any negotiations concerning a change in health insurance.

- C. Married couples wherein both spouses are Board employees shall only be permitted to have one policy and double coverage will not be permitted.

- D. Payment in Lieu of Coverage:
 - 1. If an employee elects to opt out of the health insurance plan, he will be paid 13.5% of the Board's monthly premium for the plan the employee opted out of (family or single) for each year not enrolled.

 - 2. In the event that the employee has a change in marital status or other qualifying event, the employee may opt to re-enter the Board's health insurance plan with no penalty or pre-existing conditions attached. The employee foregoes any right to the rest of the opt out payment when he re-enters the Board's insurance plan at any time during the plan period.

- E. Married couples where both spouses are Board employees do not qualify for payment in lieu of coverage unless both the husband and the wife opt not to take the coverage. In the event that the husband and the wife opt out of the health insurance plan, only one family opt out payment will be paid to the couple.

Section 52.2 Insurance While on Disability Leave: Employees on a disability leave, as defined in Article 35, shall retain Employer paid hospitalization for the month following the month in which disability leave began.

Section 52.3 Insurance Contracts: Upon request, the Board will provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance carrier(s) which shall provide the benefits specified in this Agreement. If the Board changes insurance carrier(s), the Board shall, upon request, provide to the Association a complete copy of the new plan(s) outlining in detail the specifications of coverage to be provided by the new carrier(s). Upon request, the Association shall be provided a copy of any agreement between the Board and any agency to administer the insurance programs.

Each employee shall receive a plan description for each insurance benefit provided by the Board by September 30 of each year or thirty (30) days after the initial date of hire. Each employee shall receive a plan description when a change in coverage or carrier occurs and the brochures have been requested and are provided by the insurance carrier to the Board.

Section 52.4 Hospitalization Insurance: The Board shall purchase from any carrier licensed by the State of Ohio a hospitalization plan which provides no less coverage than provided in this Article at the effective date of this Agreement.

Section 52.5 Major Medical Insurance: The Board shall purchase from any carrier licensed by the State of Ohio a major medical plan which provides no less coverage than provided in this Article at the effective date of this Agreement.

Section 52.6 Surgical Insurance: The Board shall purchase from any carrier licensed by the State of Ohio a surgical plan which provides no less coverage than is set forth in the schedule of benefits (Appendix C).

Section 52.7 Prescription Drugs: The Board shall purchase from any carrier licensed by the State of Ohio a prescription drug plan which provides no less coverage than provided in this Article at the effective date of this Agreement.

- A. Prescription drug coverage in effect as of January 1, 2013 shall include a co-pay as follows:

	<u>Retail</u>	<u>90 Day Maintenance</u>
Generic	\$8.00	\$16.00
Formulary	\$15.00	\$30.00
Non-Formulary	\$25.00	\$50.00

- B. Maintenance medications (over a 60-day supply) must be ordered through the mail, and shall have the charges as set forth above.

Section 52.8 Dental Insurance: The Board shall purchase from any carrier licensed by the State of Ohio a dental plan which provides no less coverage than provided in this Article at the effective date of this Agreement. Employees who elect to opt out of both dental and optical insurance shall receive an opt out payment of \$30.00 per month for family and \$15.00 per month for single. An employee may not elect to opt out of only dental insurance but must opt out of both dental and optical insurance in order to receive the opt out payment. An employee may choose to opt out of both dental and optical insurance at any time but may not change his determination until the next January, unless the employee experiences a qualifying event during the year.

Section 52.9 Term Life Insurance: The Board shall purchase from any carrier licensed by the State of Ohio group term life insurance in the amount of \$23,000.00

Section 52.10 New Employee: New full-time employees are eligible for insurance on the first of the month after the employee completes a thirty (30) day waiting period.

Section 52.11 Optical Insurance: The Board shall provide optical insurance for the eligible employees and their families. The Board shall purchase from any carrier licensed by the State of Ohio the optical plan whose benefits are listed in Appendix D. Employees who elect to opt out of both dental and optical insurance shall receive an opt out payment of \$30.00 per month for family and \$15.00 per month for single. An employee may not elect to opt out of only optical insurance but must opt out of both dental and optical insurance in order to receive the opt out payment. An employee may choose to opt out of both dental and optical insurance at any time but may not change his determination until the next January, unless the employee experiences a qualifying event during the year.

Section 52.12 Health Reimbursement Account: The Board will provide a health reimbursement account to be used by employees to cover out-of-pocket health insurance deductibles and co-pays. The Board will provide Four Hundred Dollars (\$400.00) for employees electing single coverage and Eight Hundred Dollars (\$800.00) for employees electing family coverage.

Section 52.13 Lapse in Coverage: Employees who experience a lapse in coverage due to a leave of absence, unpaid leave, disability leave, and workers compensation leave are eligible for insurance coverage on the first of the month after the date on which the employee returns to work.

ARTICLE 53 WORKER'S COMPENSATION

Section 53.1 The Employer will maintain all legally required Workers Compensation coverage on employees for the life of this Agreement.

Section 53.2 An injury incurred while performing assigned duties shall be immediately reported to the Building Principal. Employees shall report all workplace accidents, injuries, and unsafe or unhealthy working conditions to the Building Principal as soon as possible following the occurrence of the accident, injury, or notice of the unsafe or unhealthy working condition. The failure to comply with this requirement may result in disciplinary action.

An employee will not accumulate sick leave while he is absent and receiving workers' compensation benefits.

ARTICLE 54 PROFESSIONAL LIABILITY INSURANCE

Section 54.1 The Employer will maintain professional liability insurance on employees during the life of this Agreement. Such liability insurance will be as currently provided on the date of the execution of this Agreement.

Section 54.2 Insurance Plan Provided: Upon request, the Employer shall provide to the Association one (1) copy of either a signed contract or benefits explanation for each of the

following employee insurance plans: Health Insurance, Life Insurance, Professional Liability Insurance, Vehicle Insurance and Dental Insurance. The copy will be provided within sixty (60) days of the request.

One copy of any similar employee insurance programs entered into by the Board subsequent to the execution of this Agreement shall be provided to the Association upon request.

ARTICLE 55 PERS AND STRS

The Employer will make the legally-required Employer contributions to PERS and STRS for each employee for the life of this Agreement.

ARTICLE 56 NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Columbiana County, Ohio. Therefore, the Association agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Association by certified mail that any of its members are engaged in any strike activity, as outlined above, the Association shall immediately and conspicuously post a notice over the signature of the authorized representative of the Association indicating that a violation is in progress. The notice shall instruct all employees to immediately return to work.

Should the employees fail to return to work or the Association fail to post such notice, the Employer shall have the option of canceling any Article, section or subsection of this Agreement. Any employee failing to return to work after notification by the Association as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether he did, in fact, participate in or promote such action shall be subject to appeal.

ARTICLE 57 SEVERABILITY

Section 57.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected.

Section 57.2 In the event any provision herein is so rendered invalid, upon request of either party, the Employer and the Association will meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for the invalid provision.

Section 57.3 Any replacement provision shall be reduced to writing and signed by the Parties within thirty (30) days of the first meeting between the Parties. If an agreement is not reached within thirty (30) days, the Board shall have the right to implement its final proposal.

Section 57.4 It is understood that this Agreement is subject to and shall operate within the framework of the laws of the State of Ohio.

ARTICLE 58 TERM AND DURATION OF AGREEMENT

Section 58.1

- A. This Agreement shall be effective as of September 1, 2012, and shall remain in full force and effect without exception until August 31, 2015, unless otherwise terminated as provided herein. The salary provision of this Agreement shall become effective as set forth in the Article titled EMPLOYEE SALARY.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.
- C. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the Parties after the exercise of that right and opportunity, are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Association, and all other agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement.

Section 58.2 This Agreement is subject to all applicable Federal and State laws, and such rules and regulations or any judicial body interpreting them. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 58.3 If legislation is passed in the State of Ohio which abrogates any provision of this collective bargaining agreement, the Parties agree to meet to negotiate the impact of such a change.

IN WITNESS WHEREOF, the representatives of the Columbiana County Board of Developmental Disabilities and the Representatives of the Robert Bycroft Education Association have hereunto set their hands this _____ day of _____, 2013.

FOR THE BOARD

FOR THE ASSOCIATION

Board President

Superintendent

Board Attorney

GRIEVANCE FORM

Grievant: _____

Job Classification: _____

Date: _____

Date Informal Step Filed: _____ Building Principal Signature: _____

Statement of the Grievance; *to include Article and Section allegedly violated:*

Relief sought: _____

Date Step 1 filed: _____

Grievant Signature: _____ Building Principal Signature: _____

Disposition of Grievance at Step 1: _____

Date Step 2 filed: _____

Grievant Signature: _____ Superintendent Signature: _____

Disposition of Grievance at Step 2: _____

**ROBERT BYCROFT SCHOOL
SELF EVALUATION**

Strengths

Area(s) of Improvement

Additional Comments

Signature: _____ Date: _____

ROBERT BYCROFT SCHOOL
Assistant Evaluation

Assistant: _____

Date: _____

Evaluator: _____

Performance Checklist	Above Expectations	Meets Expectations	Below Expectations
Rapport/Interpersonal Skills			
1. Communicates in an agreeable, tactful manner.			
2. Friendly.			
3. Cooperative.			
4. Respects coworkers.			
5. Takes directions well/follows directions.			
6. Uses good listening skills.			
Comments:			
Personal Characteristics/Professionalism			
1. Shows initiative (self motivated, proceeds voluntarily).			
2. Shows interest in job.			
3. Shows enthusiasm.			
4. Shows sensitivity to individual diversity and needs of students and their families.			
5. Carries out responsibilities in a manner consistent with laws, regulations, and policies.			
6. Gives adequate notice of absence, completes required forms.			
7. Displays neatness and appropriate dress.			
8. Maintains confidentiality and privacy of others.			
9. Demonstrates punctuality.			
10. Takes part in trainings and in-services.			
11. Uses proper channels in communicating with parents.			
12. Offers constructive suggestions for improvement of the program.			
13. Maintains consistent attendance.			
Comments:			
Performance			
1. Asks for clarification when needed.			
2. Shows encouragement and support for students/parents.			
3. Contributes to team effort.			
4. Demonstrates effective strategies for management of student behavior.			
5. Collects and provides objective, accurate information to professionals.			
6. Offers appropriate level of assistance to students to promote independence.			
7. Makes productive use of time.			
Comments:			

I have had the opportunity to discuss this evaluation and make any needed comments.

Signature: _____

Date: _____

ROBERT BYCROFT SCHOOL

****This form shall only be used for evaluations conducted in the 2012-2013 school year. In the 2013-2014 school year and beyond, this form shall be stricken from the Agreement.****

Teacher/Specialist Evaluation

Teacher/Specialist: _____

Date: _____

Evaluator: _____

PERFORMANCE CHECKLIST	Above Expectations	Meets Expectations	Below Expectations
Instructional Planning/Delivery			
1. Plans lessons and units with objectives.			
2. Plans instruction to achieve objectives.			
3. Carries out instructional plans.			
4. Uses an effective instructional process.			
5. Uses teaching methods which respond to the learner's needs.			
Comments:			
Classroom Management			
1. Organizes instructional learning time.			
2. Uses space, equipment, and materials to support instruction.			
3. Establishes classroom rules and routines that promote instruction.			
4. Manages student behavior effectively.			
Comments:			
Teacher/Learner Interaction			
1. Communicates high expectations for learning.			
2. Engages learners in instruction.			
3. Uses principles of motivation.			
4. Communicates effectively.			
5. Uses principles of reinforcement.			
6. Evaluates learner performance.			
7. Uses evaluation results to improve instruction.			
Comments:			
Professionalism			
1. Maintains an effective working relationship with other employees.			
2. Maintains encouragement/support of student & parent.			
3. Takes part in trainings and in-services.			
4. Demonstrates dependability and punctuality.			
5. Works cooperatively for the success of the Program.			
6. Gives adequate notice of absence/completion of required forms.			
7. Displays neatness and appropriate dress.			
8. Uses effective problem solving/conflict management techniques.			
9. Maintains confidentiality and privacy of others.			
10. Shows enthusiasm.			
11. Makes productive use of time.			
12. Maintains consistent attendance.			
Comments:			

I have had the opportunity to discuss this evaluation and make any needed comments.

Signature: _____

Date: _____

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PUBLIC HEALTH NURSE SPECIALIST (RN) AND
SCHOOL LICENSED PRACTICAL NURSE (LPN) JOB PERFORMANCE REVIEW**

Employee: _____

Reviewer: _____

Position: _____

Position: _____

Date: _____

Date Discussed: _____

<p>RATING STANDARDS</p> <p>VERY GOOD</p> <p>4</p> <p>Consistently exceeds standards</p> <p>GOOD</p> <p>3</p> <p>Sometimes exceeds standards</p> <p>FAIR</p> <p>2</p> <p>Meets standards</p> <p>UNSATISFACTORY</p> <p>1</p> <p>Seldom meets standards</p>	<p>I. Job Knowledge: _____ Understands principles, methods and procedures of the position. _____ Demonstrates understanding through implementation of his position description.</p> <hr/> <hr/> <hr/> <p>II. Interaction with program attendees: _____ Demonstrates interactions and speech that reflect respect, dignity, and positive regard. _____ Interacts in an even toned, positive and personal manner. _____ Addresses the individual, speaking to the person rather than about him while in his presence. _____ Fully respects an individual's right to privacy and dignity.</p> <hr/> <hr/> <hr/> <p>III. Organization and Planning: _____ Implements an effective schedule to meet student needs. _____ Demonstrates the ability to complete assignments in the face of difficulty. _____ Organizes delegated nursing training/paperwork. _____ Plans and presents in-services to employees.</p> <hr/> <hr/> <hr/> <p>IV. Quality of Work: _____ Written work and documentation is neat, accurate, concise, timely and complete. _____ Reports incidents and concerns to the supervisor in a timely fashion, as it relates to his responsibilities.</p> <hr/> <hr/> <hr/>
--	---

COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
EARLY INTERVENTION SPECIALIST AND
SERVICE COORDINATOR – HELP ME GROW JOB PERFORMANCE REVIEW

Employee: _____

Reviewer: _____

Position: _____

Position: _____

Date: _____

Date Discussed: _____

<p>RATING STANDARDS</p> <p>VERY GOOD</p> <p>4</p> <p>Consistently exceeds standards</p> <p>GOOD</p> <p>3</p> <p>Sometimes exceeds standards</p> <p>FAIR</p> <p>2</p> <p>Meets standards</p> <p>UNSATISFACTORY</p> <p>1</p> <p>Seldom meets standards</p>	<p>I. Job Knowledge:</p> <p>_____ Understands principles, methods and procedures of the position.</p> <p>_____ Demonstrates understanding through implementation of his position description.</p> <hr/> <hr/> <hr/> <p>II. Interaction with Program Enrollees:</p> <p>_____ Demonstrates interactions and speech that reflect respect, dignity and positive regard.</p> <p>_____ Interacts in an even toned, positive and personal manner.</p> <p>_____ Addresses the individual, speaking to the person rather than about him while in his presence.</p> <p>_____ Fully respects an individual's right to privacy and dignity.</p> <hr/> <hr/> <hr/> <p>III. Organization and Planning:</p> <p>_____ Demonstrates the ability to plan work effectively.</p> <p>_____ Demonstrates the ability to complete assignments in the face of difficulty.</p> <p>_____ Meets deadlines in a timely and efficient manner.</p> <hr/> <hr/> <hr/> <p>IV. Quality of Work:</p> <p>_____ Written work and documentation is neat, accurate, concise, timely and complete.</p> <p>_____ Seeks consultation from supervisor in a timely fashion, as it relates to his responsibilities.</p> <hr/> <hr/> <hr/>
---	---

<p style="text-align: center;">RATING STANDARDS</p>	<p>V. Reliability/Dependability: <input type="checkbox"/> Punctual. <input type="checkbox"/> Demonstrates ability to cope with emergencies. <input type="checkbox"/> Can be relied upon to complete assignments. <input type="checkbox"/> Works steadily and effectively. <input type="checkbox"/> Exercises care with Board property.</p> <hr/> <hr/> <hr/>
<p style="text-align: center;">VERY GOOD</p> <p style="text-align: center;">4</p> <p>Consistently exceeds standards</p>	<p>VI. Attitude/Work Ethic: <input type="checkbox"/> Employee emphasizes positive aspects of job, programs, agency guidelines and policies. <input type="checkbox"/> Demonstrates professional attitude. <input type="checkbox"/> Demonstrates interest in work through cooperation/enthusiasm and desire to excel in performance. <input type="checkbox"/> Is flexible. <input type="checkbox"/> Is willing to accept changes, suggestions and constructive criticism.</p> <hr/> <hr/> <hr/>
<p style="text-align: center;">GOOD</p> <p style="text-align: center;">3</p> <p>Sometimes exceeds standards</p>	<p>VII. Initiative: <input type="checkbox"/> Demonstrates the ability to originate or develop constructive ideas and convey them to supervisor. <input type="checkbox"/> Has taken steps to improve own capabilities by attending additional education, in-service training, workshops, etc.</p> <hr/> <hr/> <hr/>
<p style="text-align: center;">FAIR</p> <p style="text-align: center;">2</p> <p>Meets standards</p>	<p>VIII. Judgment: <input type="checkbox"/> Demonstrates good judgment in decision making. <input type="checkbox"/> Demonstrates ability to anticipate problems.</p> <hr/> <hr/> <hr/>
<p style="text-align: center;">UNSATISFACTORY</p> <p style="text-align: center;">1</p> <p>Seldom meets standards</p>	<p>IX. Communications and relationships with others: <input type="checkbox"/> Communicates effectively. <input type="checkbox"/> Is tactful in dealing with others (staff, public, parents, representatives of other agencies, etc.)</p> <hr/> <hr/> <hr/>

PPO NETWORK COMPREHENSIVE MAJOR MEDICAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
PPO Network Deductible per Benefit Period	\$500 single / \$1,000 family
Non-PPO Network Deductible per Benefit Period	\$1,000 single / \$2,000 family
Dependent Age Limit	The end of the month of the 25th birthday, if he or she meets the requirements of an Eligible Dependent, as determined by the Group.
Coinsurance Limit	\$1,000 single / \$2,000 family
Non-PPO Network Coinsurance Limit	\$2,000 single / \$4,000 family

Any Excess Charges you pay for claims will not accumulate towards the PPO Network Coinsurance Limits or towards the Non-PPO Network Coinsurance Limits.

Covered Services that require a Copayment are not subject to the Benefit Period Deductible Provisions.

You may be charged more than one Copayment per visit if multiple types of examinations are performed.

It is important that you understand how Medical Mutual calculates your responsibilities under this Certificate. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

Preexisting Condition Exclusion Period

This provision will not apply to Certificate Holders and Eligible Dependents who are covered on the Group's initial Effective Date.

Preexisting Condition exclusions will be determined by the certificate in effect under the Contract on your Enrollment Date.

A Preexisting Condition is a Condition for which you Incurred medical expenses, received medical treatment, used Prescription Drugs or were advised by a Physician or Other Professional Provider to receive treatment prior to your Enrollment Date. Your Enrollment Date is your Effective Date or, if earlier, the first day of your waiting period for enrollment. Pregnancy or any Condition related to pregnancy is not considered a Preexisting Condition. Genetic information is not considered a Preexisting Condition in the absence of a diagnosis of the Condition related to such information.

If a Preexisting Condition existed at any time during the six (6) month period immediately preceding your Enrollment Date, Medical Mutual will provide benefits for the Preexisting Condition for Covered Services Incurred after twelve (12) months following your Enrollment Date.

If you had other health care coverage prior to your Enrollment Date, and you did not experience a Significant Break in Coverage, your prior coverage will be credited toward the twelve (12) month exclusion period. A Significant Break in Coverage is a period of sixty-three (63) consecutive days during which you did not have any other health care coverage, except that waiting periods are carved out. The standard method, which does not consider specific benefits, is used to determine creditable coverage.

BENEFIT PERIOD MAXIMUMS PER COVERED PERSON	
Child Health Supervision Services and Well Child Care	Unlimited
Chiropractic Visits	12 visits
Durable Medical Equipment	\$8,000
Home Health Care Services	90 visits
Inpatient and Outpatient Drug Abuse and Alcoholism (1) Services received from a Non-PPO Network Provider	\$550
Inpatient Mental Health Care (that is not Biologically Based Mental Illness), Drug Abuse and Alcoholism (1) Services received from a PPO Network Provider	30 days: <ul style="list-style-type: none"> Inpatient Mental Health Care Services received from a PPO Network Provider will also accumulate toward the Non-%%Program% Inpatient Mental Health Care maximum.
Inpatient Mental Health Care (that is not Biologically Based Mental Illness) received from a Non-PPO Network Provider	30 days: <ul style="list-style-type: none"> Inpatient Mental Health Care received from Non-PPO Network Provider will also accumulate toward the PPO Network Inpatient Mental Health Care, Drug Abuse and Alcoholism maximum.
Inpatient Physical Medicine and Rehabilitation Services in a Freestanding Rehabilitation Facility	60 days
Outpatient Mental Health Care (that is not Biologically Based Mental Illness), Drug Abuse and Alcoholism (1) Services received from a PPO Network Provider	30 visits: <ul style="list-style-type: none"> Outpatient Mental Health Care Services received from a PPO Network Provider will also accumulate toward the Non-PPO Network Outpatient Mental Health Care maximum.
Outpatient Mental Health Care (that is not Biologically Based Mental Illness) received from a Non-PPO Network Provider	10 visits: <ul style="list-style-type: none"> Outpatient Mental Health Care received from Non-PPO Network Provider will also accumulate toward the PPO Network Outpatient Mental Health Care, Drug Abuse and Alcoholism maximum.
Outpatient Occupational Therapy Services	20 visits
Outpatient Physical Therapy Services Visits	20 visits
Outpatient Private Duty Nursing Services	\$50,000
Outpatient Speech Therapy Services	20 visits
Routine Mammograms	One mammogram; limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine PAP Tests	One test
Skilled Nursing Facility Services	90 days

MAXIMUM BENEFIT PAYABLE PER LIFETIME PER COVERED PERSON	
For Inpatient Drug Abuse and Alcoholism Services	Two admissions
For Organ/Tissue Transplant Services - Donor Searches	\$30,000
For Organ/Tissue Transplant Services - Travel Expenses (Transportation, Meals and Lodging) <ul style="list-style-type: none"> Travel expense benefits will be provided when the member obtains prior approval and is required to travel more than 75 miles from his/her residence to the facility where the covered transplant procedure is to be performed. Benefits for travel expenses are available for the transplant recipient and one other individual, or two other individuals if the recipient is a minor. 	\$10,000
For Outpatient Private Duty Nursing Services	\$100,000
For Prosthetic Wigs	One wig; the first wig following cancer treatment
For all Covered Services, including any Prescription Drug benefits	\$5,000,000

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider you pay the following	For Covered Services received from a Non-PPO Network or Non-Contracting Provider you pay the following
EMERGENCY SERVICES		
Emergency - Emergency Room - the Institutional charge for use of the Emergency Room	\$100 Copayment, waived if admitted, then 0% of Lesser Amount	\$100 Copayment, waived if admitted, then 0% of Lesser Amount or Covered Charges
Emergency Services - all other related Institutional and Professional charges	0% of Lesser Amount, not subject to Deductible	0% of Lesser Amount or Covered Charges, not subject to Deductible
Non-Emergency Services - Emergency Room	Not Covered	Not Covered
MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES		
Inpatient Mental Health Care, Drug Abuse and Alcoholism Services	10% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Institutional Mental Health Care, Drug Abuse and Alcoholism Services	10% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Professional Mental Health Care, Drug Abuse and Alcoholism Services	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
BIOLOGICALLY BASED MENTAL ILLNESS SERVICES		
Biologically Based Mental Illness Services	Any applicable Deductible, Coinsurance or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Biologically Based Mental Illness will be paid according to the Emergency Services section above).	
PHYSICIAN/OFFICE SERVICES		
Chiropractic Visits	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Medically Necessary Office Visits	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Urgent Care Provider Office Visits	\$35 Copayment, then 0% of Lesser Amount	\$35 Copayment, then 0% of Lesser Amount or Covered Charges
OUTPATIENT SERVICES		
Outpatient Allergy Treatment	\$5 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Diagnostic Laboratory, Medical Testing and X-Ray Services (not including CT Scans, MRIs/NMRs and Nuclear Medicine) when received in a Physician's Office or independent clinical laboratory	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Outpatient Diagnostic Mammograms	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Professional Diabetic Education and Training	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Professional Medical Nutrition Therapy for Obesity	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Professional Occupational, Physical and Speech Therapy Services	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Surgery when received in a Physician's Office	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Outpatient Surgical Services (Anesthesia and Assistant at Surgery) when received in a Physician's Office	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
ROUTINE AND WELLNESS SERVICES		
Child Health Supervision and Well Child Care Office Visits	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Child Health Supervision and Well Child Care Immunizations	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Child Health Supervision and Well Child Care Laboratory Services when received in a Physician's office or independent clinical laboratory	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Immunizations	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Routine Hearing Examinations	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Routine Mammograms	\$20 Copayment, 0% of Lesser Amount	30% of Lesser Amount or Covered Charges

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider you pay the following	For Covered Services received from a Non-PPO Network or Non-Contracting Provider you pay the following
Routine PAP Tests when received in a Physician's office or independent clinical laboratory	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Routine Physical Examinations for Covered Persons nine years of age and older	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Routine Testing for Covered Persons nine years of age and older when received in a Physician's office or independent clinical laboratory <ul style="list-style-type: none"> • anoscopy, colonoscopy, proctosigmoidoscopy and sigmoidoscopy • laboratory, medical testing and x-ray 	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Routine Vision Examinations	\$20 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
OTHER SERVICES		
Ambulance Services	10% of Lesser Amount	10% of Lesser Amount or Covered Charges
Drugs and Biologicals and Therapeutic Injections (including administration) when received in a Physician's office	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
Durable Medical Equipment	10% of Lesser Amount	20% of Lesser Amount or Covered Charges
Hospice Services	10% of Lesser Amount	10% of Lesser Amount or Covered Charges
Organ/Tissue Transplant Services	0% of Lesser Amount, not subject to Deductible	30% of Lesser Amount or Covered Charges
All Other Covered Services	10% of Lesser Amount	30% of Lesser Amount or Covered Charges

Notes

The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may be subject to balance billing and/or Excess charges. Payments to Contracting Non-PPO Network Providers are based on Negotiated Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.

1. If the Benefit Period maximum has been reached by a Covered Person and that Covered Person has received less than \$550 in benefits for Alcoholism services, additional benefits are payable until \$550 in benefits have been paid for Alcoholism services.

VISION CARE BENEFITS

Vision Care Benefits apply when vision care charges are incurred by a Covered Person for services that are recommended and approved by a Physician or Optometrist.

BENEFIT PAYMENT

Benefit payment for a Covered Person will be made as described in the Schedule of Benefits.

VISION CARE CHARGES

Vision care charges are the Usual and Reasonable Charges for the vision care services and supplies shown in the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts shown in the Schedule of Benefits for each vision care service or supply.

LIMITS

No benefits will be payable for the following:

1. **Before covered.** Care, treatment or supplies for which a charge was incurred before a person was covered under the Plan.
2. **Excluded.** Charges excluded or limited by the Plan design as stated in this document.
3. **Health plan.** Any charges that are covered under a health plan that reimburses a greater amount than this Plan.
4. **No prescription.** Charges for lenses ordered without a prescription.
5. **Orthoptics.** Charges for orthoptics (eye muscle exercises).
6. **Sunglasses.** Charges for safety goggles or sunglasses, including prescription type.

Training. Charges for vision training or subnormal vision aids

NOTICE OF PRE-DISCIPLINARY CONFERENCE

To: _____
(Employee)

This notice is provided to you to advise that a pre-disciplinary conference will be held at:

_____ at _____ on _____
(Time) (Location) (Date)

to provide you with an opportunity to respond to the following allegations of misconduct:

You have the right to:

1. Appear at the conference to present an oral or written statement in your defense;
2. Appear at the conference and have your chosen representative present an oral or written statement in your defense; or
3. Elect in writing to waive your opportunity to have a pre-disciplinary conference.

Failure to respond or respond truthfully may result in further disciplinary action.

At the conference, you may present any testimony or documents which explain whether the alleged conduct occurred. You may be represented by any person you choose, whether such individual is an employee or not. No conference will be delayed more than twenty-four (24) hours to enable your representative to attend.

A written report will be prepared by the Superintendent concluding whether the alleged conduct occurred. A copy of this report will be provided to you within five (5) work days following its preparation.

The pre-disciplinary conference will be conducted by the Superintendent.

You may waive your right to this pre-disciplinary conference by signing this line and returning it to your immediate supervisor and/or the Superintendent.

If you have any questions in regard to this procedure, please contact this individual immediately.

Issued by: _____ Date: _____

I have received this notice.

Employee Signature

Date

APPENDIX F

INSTRUCTOR ASSISTANT Salary Schedule		
Base: \$28,462.63		
STEP	Index	Yearly Wage
0	0.54	\$ 15,369.82
1	0.57	\$ 16,223.70
2	0.60	\$ 17,077.58
3	0.63	\$ 17,931.46
4	0.66	\$ 18,785.34
5	0.68	\$ 19,354.59
6	0.70	\$ 19,923.84
7	0.72	\$ 20,493.09
8	0.74	\$ 21,062.35
9	0.76	\$ 21,631.60
10	0.79	\$ 22,485.48
11	0.82	\$ 23,339.36
12	0.85	\$ 24,193.24
13	0.88	\$ 25,047.11
14	0.88	\$ 25,047.11
15	0.88	\$ 25,047.11
16	0.88	\$ 25,047.11
17	0.88	\$ 25,047.11
18	0.91	\$ 25,900.99
21	0.94	\$ 26,754.87
25	0.96	\$ 27,324.12

**(NEW) EARLY INTERVENTION SPECIALIST
Salary Schedule**

Base: \$28,903.00				
Early Intervention Specialist-Temporary			Early Intervention Specialist	
STEP	Index	Yearly Wage	Index	Yearly Wage
0	0.95	27,457.85	1.000	28,903.00
1	0.98	28,324.94	1.030	29,770.09
2	1.01	29,192.03	1.060	30,637.18
3	1.04	30,059.12	1.090	31,504.27
4	1.07	30,926.21	1.120	32,371.36
5	1.1	31,793.30	1.150	33,238.45
6	1.14	32,949.42	1.180	34,105.54
7			1.210	34,972.63
8			1.240	35,839.72
9			1.270	36,706.81
10			1.300	37,573.90
11			1.330	38,440.99
12			1.360	39,308.08

****All Early Intervention Specialists that are hired after ratification of this September 1, 2012 – August 31, 2015 Agreement shall be placed on this salary schedule and the other Early Intervention Specialist salary schedule contained within Appendix F shall not apply.****

**EARLY INTERVENTION
SPECIALIST
Salary Schedule**

Base: \$28,903

STEP	Early Intervention Specialist Temporary		Early Intervention Specialist	
	Index	Yearly Wage	Index	Yearly Wage
0	1.250	36,128.75	1.300	37,573.90
1	1.303	37,660.61	1.353	39,105.76
2	1.357	39,221.37	1.407	40,666.52
3	1.409	40,724.33	1.459	42,169.48
4	1.462	42,256.19	1.512	43,701.34
5	1.515	43,788.05	1.565	45,233.20
6	1.568	45,319.90	1.618	46,765.05
7			1.671	48,296.91
8			1.724	49,828.77
9			1.777	51,360.63
10			1.830	52,892.49
11			1.886	54,511.06
12			1.940	56,071.82
13			2.000	57,806.00
14			2.000	57,806.00
15			2.000	57,806.00
16			2.000	57,806.00
17			2.000	57,806.00
18			2.050	59,251.15
21			2.100	60,696.30
25			2.120	61,274.36

****Early Intervention Specialists that are hired prior to ratification of this September 1, 2012 – August 31, 2015 Agreement shall remain on this salary schedule and the other Early Intervention Specialist salary schedule contained within Appendix F (i.e., the salary schedule for Early Intervention Specialists hired after ratification of this September 1, 2012 – August 31, 2013 Agreement) shall not apply.****

SERVICE COORDINATOR - HELP ME GROW Salary Schedule			
Base: \$10.50			
STEP	INDEX	HOURLY	YEARLY WAGE
0	1.000	\$10.50	\$21,840.00
1	1.030	\$10.82	\$22,495.20
2	1.060	\$11.13	\$23,150.40
3	1.090	\$11.45	\$23,805.60
4	1.130	\$11.87	\$24,679.20
5	1.170	\$12.29	\$25,552.80
6	1.210	\$12.71	\$26,426.40

****The wages above shall be effective upon ratification of this September 1, 2012 – August 31, 2015 Agreement.****

INSTRUCTOR Salary Schedule

Base: \$28,903

STEP	Instructor IV		Instructor IV Certified		Instructor IV +15		Instructor IV - Masters		Instructor IV Masters +15	
	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage
0	0.95	27,457.85	1.000	28,903.00	1.040	30,059.12	1.100	31,793.30	1.160	33,527.48
1	0.99	28,613.97	1.040	30,059.12	1.085	31,359.76	1.145	33,093.94	1.210	34,972.63
2	1.03	29,770.09	1.080	31,215.24	1.130	32,660.39	1.190	34,394.57	1.260	36,417.78
3	1.07	30,926.21	1.120	32,371.36	1.175	33,961.03	1.235	35,695.21	1.310	37,862.93
4	1.11	32,082.33	1.170	33,816.51	1.220	35,261.66	1.280	36,995.84	1.360	39,308.08
5	1.15	33,238.45	1.220	35,261.66	1.270	36,706.81	1.330	38,440.99	1.420	41,042.26
6	1.19	34,394.57	1.270	36,706.81	1.330	38,440.99	1.390	40,175.17	1.480	42,776.44
7	1.23	35,550.69	1.320	38,151.96	1.390	40,175.17	1.450	41,909.35	1.540	44,510.62
8			1.370	39,597.11	1.450	41,909.35	1.510	43,643.53	1.600	46,244.80
9			1.430	41,331.29	1.510	43,643.53	1.570	45,377.71	1.660	47,978.98
10			1.490	43,065.47	1.570	45,377.71	1.630	47,111.89	1.715	49,568.65
11			1.550	44,799.65	1.630	47,111.89	1.690	48,846.07	1.780	51,447.34
12			1.610	46,533.83	1.690	48,846.07	1.750	50,580.25	1.845	53,326.04
13			1.670	48,268.01	1.750	50,580.25	1.810	52,314.43	1.910	55,204.73
14			1.670	48,268.01	1.750	50,580.25	1.810	52,314.43	1.910	55,204.73
15			1.670	48,268.01	1.750	50,580.25	1.810	52,314.43	1.910	55,204.73
16			1.670	48,268.01	1.750	50,580.25	1.810	52,314.43	1.910	55,204.73
17			1.670	48,268.01	1.750	50,580.25	1.810	52,314.43	1.910	55,204.73
18			1.720	49,713.16	1.800	52,025.40	1.860	53,759.58	1.940	56,071.82
21			1.770	51,158.31	1.850	53,470.55	1.910	55,204.73	2.050	59,251.15
25			1.775	51,302.83	1.860	53,759.58	1.940	56,071.82	2.070	59,829.21

**PUBLIC HEALTH NURSE SPECIALIST (“RN”)
Salary Schedule**

Base: \$28,903

	Public Health Nurse Specialist (“RN”)		Public Health Nurse Specialist (“RN”) – Bachelor’s Degree		Public Health Nurse Specialist (“RN”) – Delegated Nurse		Public Health Nurse Specialist (“RN”) – Bachelor’s Degree & Delegated Nurse		Public Health Nurse Specialist with a Bachelor’s +15 & Delegated Nurse	
STEP	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage	Index	Yearly Wage
0	0.86	24,856.58	1.000	28,903.00	0.92	26,590.76	1.020	29,481.06	1.060	30,637.18
1	0.89	25,723.67	1.040	30,059.12	0.97	28,035.91	1.060	30,637.18	1.105	31,937.82
2	0.93	26,879.79	1.080	31,215.24	1.02	29,481.06	1.100	31,793.30	1.145	33,093.94
3	0.97	28,035.91	1.120	32,371.36	1.07	30,926.21	1.140	32,949.42	1.195	34,539.09
4	1.01	29,192.03	1.170	33,816.51	1.11	32,082.33	1.190	34,394.57	1.240	35,839.72
5	1.05	30,348.15	1.220	35,261.66	1.16	33,527.48	1.240	35,839.72	1.290	37,284.87
6	1.09	31,504.27	1.270	36,706.81	1.21	34,972.63	1.290	37,284.87	1.340	38,730.02
7	1.13	32,660.39	1.320	38,151.96	1.26	36,417.78	1.340	38,730.02	1.410	40,753.23
8	1.17	33,816.51	1.370	39,597.11	1.31	37,862.93	1.390	40,175.17	1.470	42,487.41
9	1.21	34,972.63	1.430	41,331.29	1.36	39,308.08	1.450	41,909.35	1.530	44,221.59
10	1.25	36,128.75	1.490	43,065.47	1.41	40,753.23	1.510	43,643.53	1.590	45,955.77
11	1.29	37,284.87	1.550	44,799.65	1.46	42,198.38	1.570	45,377.71	1.650	47,689.95
12	1.33	38,440.99	1.610	46,533.83	1.51	43,643.53	1.630	47,111.89	1.710	49,424.13
13	1.37	39,597.11	1.670	48,268.01	1.56	45,088.68	1.690	48,846.07	1.770	51,158.31
14	1.37	39,597.11	1.670	48,268.01	1.56	45,088.68	1.690	48,846.07	1.770	51,158.31
15	1.37	39,597.11	1.670	48,268.01	1.56	45,088.68	1.690	48,846.07	1.770	51,158.31
16	1.37	39,597.11	1.670	48,268.01	1.56	45,088.68	1.690	48,846.07	1.770	51,158.31
17	1.37	39,597.11	1.670	48,268.01	1.56	45,088.68	1.690	48,846.07	1.770	51,158.31
18	1.41	40,753.23	1.720	49,713.16	1.61	46,533.83	1.740	50,291.22	1.820	52,603.46
21	1.45	41,909.35	1.770	51,158.31	1.66	47,978.98	1.790	51,736.37	1.870	54,048.61
25	1.47	42,487.41	1.775	51,302.83	1.68	48,557.04	1.795	51,880.89	1.880	54,337.64

**SCHOOL LICENSED PRACTICAL NURSE
("LPN")
Salary Schedule**

Base: \$28,926.65

Step	Index	Yearly Wage
0	0.645	18,657.69
1	0.675	19,525.49
2	0.705	20,393.29
3	0.725	20,971.82
4	0.755	21,839.62
5	0.785	22,707.42
6	0.805	23,285.95
7	0.825	23,864.49
8	0.845	24,443.02
9	0.865	25,021.55
10	0.895	25,889.35
11	0.935	27,046.42
12	0.965	27,914.22
13	0.985	28,492.75
14	0.985	28,492.75
15	0.985	28,492.75
16	0.985	28,492.75
17	0.985	28,492.75
18	1.015	29,360.55
21	1.045	30,228.35
25	1.075	31,096.15

**Memorandum of Understanding by and between The Columbiana
County Board of Developmental Disabilities, the Robert Bycroft
Education Association, the Columbiana County Board of Developmental
Disabilities Service and Support Administrators Association, Billa Coles,
Robin Beitzel, Chastidy Hall, and Ashley Mays**

This Memorandum of Understanding ("MOU") is entered into and effective as of _____, 2012, by and between the Columbiana County Board of Developmental Disabilities ("Board"), the Robert Bycroft Education Association ("RBEA"), the Columbiana County Board of Developmental Disabilities Service and Support Administrators Association ("CCBDDSSAA"), Billa Coles ("Ms. Coles"), Robin Beitzel ("Ms. Beitzel"), Chastidy Hall ("Ms. Hall"), and Ashley Mays ("Ms. Mays") (collectively the "Parties").

WHEREAS, the Board and the RBEA were parties to a collective bargaining agreement ("CBA") that spanned from September 1, 2009, through August 31, 2012; and

WHEREAS, The Board and the RBEA are currently in negotiations for a successor agreement to the above-referenced expired agreement; and

WHEREAS, the Board and the CCBDDSSAA entered into a CBA that spans from January 1, 2012, through December 31, 2014; and

WHEREAS, Ms. Coles, Ms. Beitzel, Ms. Hall, and Ms. Mays are currently employed by the Board as Service Coordinators – Help Me Grow; and

WHEREAS, the Parties desire to remove the position of Service Coordinators – Help Me Grow from Section 2.2, Inclusions, of the collective bargaining agreement ("CBA") between the Board and the CCBDDSSAA; and

WHEREAS, the Parties desire to include the position of Service Coordinators - Help Me Grow into Section 2.2 of the CBA between the Board and the RBEA.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements contained herein, agree to the following:

1. The Parties agree that the position of Service Coordinator – Help Me Grow shall be removed from Section 2.2, Inclusions, of the CBA between the Board and the CCBDDSSAA and shall be included in Section 2.2, Inclusions, of the CBA between the Board and the RBEA.
2. The Parties agree that Ms. Coles, Ms. Beitzel, Ms. Hall, and Ms. Mays shall become members of the RBEA.
3. The Parties agree that any future employee employed by the Board as a Service Coordinator – Help Me Grow shall be eligible to be a member of the RBEA.

4. The Parties agree that all Service Coordinators - Help Me Grow shall be subject to the current position description for the position.
5. The Parties agree that the pay scale for employees employed by the Board as Service Coordinators – Help Me Grow shall be as attached (Exhibit A to this MOU).
6. The Parties agree that the negotiation of this Memorandum of Understanding and the placement Ms. Coles, Ms. Beitzel, Ms. Hall, and/or Ms. Mays on the pay scale, is non-precedent setting and cannot be used in any other dispute between the Parties.
7. Within thirty (30) days of the date of full execution of this Memorandum of Understanding and full ratification of the new RBEA CBA, the Board and the RBEA shall jointly file a Petition for Amendment of Certification with the State Employment Relations Board.
8. The Parties agree that the subject of this MOU is non-grievable and that no action may be filed by the RBEA and/or the CCBDDSSAA on behalf of Ms. Coles, Ms. Beitzel, Ms. Hall, and/or Ms. Mays, and/or any other bargaining unit member, and/or a class action grievance and/or other action.
9. Ms. Coles, Ms. Beitzel, Ms. Hall, and/or Ms. Mays agree not to file a grievance or any other action as a result of this MOU and the terms of it.
10. The RBEA and the CCBDDSSAA agree that neither shall allow a grievance filed by any member of their respective bargaining units to be pursued to arbitration as a result of the contents of this MOU.
11. The Parties agree that this MOU is consistent with and in full compliance with the RBEA CBA and the CCBDDSSAA CBA and that no grievance or any other action may be filed or pursued by the RBEA or the CCBDDSSAA or any of their respective bargaining unit members regarding the content of this MOU and/or as a result of this MOU, except to challenge violations of this MOU.
12. This MOU contains the complete agreement of the Parties concerning the subject matter, and may be modified only by a written instrument duly approved and executed by both Parties.
13. The undersigned voluntarily execute this MOU with full knowledge of its contents and with full authority to bind their respective interests to the terms and conditions listed above.
14. Nothing contained herein shall constitute an admission of fault or liability of any kind by any party.

New SSA Index
 Effective for new employees
~~Effective 1/25/2008~~

Effective January 1, 2012 / 3		
Base	\$10.50	
Service Coordination - HMG		
Associate required		
STEP	Index	Yearly Wage
0	1.000	\$21,840.00
1	1.030	\$22,495.20
2	1.060	\$23,150.40
3	1.090	\$23,805.60
4	1.130	\$24,679.20
5	1.170	\$25,552.80
6	1.210	\$26,426.40

FOR THE BOARD:

William C. Perry
DATE: 1-15-13

FOR THE RBEA:

Joseph A. Dow
DATE: 1/9/13

FOR THE CCBDDSSAA:

Erin Perry SSA
Matthew E. Perry, Jr.
DATE: 01/10/2013

BILLA COLES

Betta Coles
DATE: 01-10-13

ROBIN BEITZEL

Robin Beitzel
DATE: 1-10-13

CHASTIDY HALL

Chastidy Hall
DATE: 1-10-13

ASHLEY MAYS

ashley mays
DATE: 1-10-13

**Memorandum of Understanding by and between
the Columbiana County Board of Developmental Disabilities,
the Robert Bycroft Education Association, and Joyce Elliott**

This Memorandum of Understanding ("MOU") is entered into and effective as of March ____, 2013, by and between the Columbiana County Board of Developmental Disabilities ("Board"), the Robert Bycroft Education Association ("RBEA"), and Joyce Elliott ("Ms. Elliott") (collectively the "Parties").

WHEREAS, the Board and the RBEA were parties to a collective bargaining agreement ("CBA") that spanned from September 1, 2009, through August 31, 2012; and

WHEREAS, the position of Early Intervention Instructor Assistant is included within Article 2, Recognition, of the 2009-2012 CBA between the Board and the RBEA; and

WHEREAS, Ms. Elliott is presently employed by the Board as the sole Early Intervention Instructor Assistant; and

WHEREAS, Ms. Elliott is currently a member of the RBEA; and

WHEREAS, the Board and the RBEA reached a final tentative agreement for a successor agreement to the above-referenced expired agreement on January 28, 2013, but have not yet ratified the final tentative agreement; and

WHEREAS, within the final tentative agreement, the Board and the RBEA agreed to remove the position of Early Intervention Instructor Assistant from the RBEA, as the current duties contained within the job description of this position are no longer being performed.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements contained herein, agree to the following:

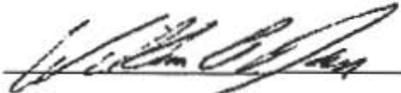
1. The Parties agree that this MOU is entirely contingent upon both the Board and the RBEA ratifying the final tentative agreement and entering into a successor agreement by no later than March 20, 2013. If full ratification does not occur by March 20, 2013, the Parties agree that this MOU shall be null and void and none of the Parties shall be bound by its terms. The Parties acknowledge that, if the final tentative agreement is not ratified by March 20, 2013, the Board may still exercise its right under the current CBA to abolish the position of Early Intervention Instructor Assistant.
2. The Parties agree that the position of Early Intervention Instructor Assistant shall be removed from Section 2.2, Inclusions, of the September 1, 2012 – August 31, 2015 RBEA CBA. However, such action shall not be effective until September 1, 2013.
3. The Board agrees to take the steps necessary to formally abolish the position of Early Intervention Instructor Assistant and the Parties agree not to file a grievance

or any other action regarding this abolishment and shall further not oppose the abolishment in any way.

4. While the Board intends to abolish the position of Early Intervention Instructor Assistant as soon as possible, the Parties agree that the abolishment will not be effective until September 1, 2013.
5. Ms. Elliott will remain a member of the RBEA through August 31, 2013. Unless otherwise specified in this Agreement, Ms. Elliott will retain all rights under law and the CBA until August 31, 2013. The Parties agree and acknowledge that the position is abolished effective September 1, 2013.
6. The Parties agree that effective September 1, 2013, Ms. Elliott is no longer employed by the Board.
7. The Parties acknowledge that, after August 31, 2013, Ms. Elliott may apply for open positions with the Board as would any member of the general public; however, Ms. Elliott has no expectation or guarantee of future employment with the Board.
8. The Parties agree that the negotiation of this MOU and the subject matter contained within it are non-precedent setting and cannot be used in any other dispute between any of the Parties.
9. Within thirty (30) days of the abolishment of the Early Intervention Instructor Assistant on September 1, 2013, the Board and the RBEA shall jointly file a Petition for Amendment of Certification with the State Employment Relations Board.
10. The Parties agree that the subject of this MOU including, but not limited to, the abolishment of the Early Intervention Instructor Assistant position, is non-grievable and that no action including, but not limited to, a grievance, an administrative action at the State Employment Relations Board or the State Personnel Board of Review, or a lawsuit, may be filed by Ms. Elliott, the RBEA, or any other employee. However, nothing contained in this provision will be construed to waive, release, or in any manner affect any rights or claims of Ms. Elliott and the RBEA to enforce the terms of this Agreement.
11. This MOU contains the complete agreement of the Parties concerning the subject matter, and may be modified only by a written instrument duly approved and executed by both Parties.
12. The undersigned voluntarily execute this MOU with full knowledge of its contents and with full authority to bind their respective interests to the terms and conditions listed above.

13. Nothing contained herein shall constitute an admission of fault or liability of any kind by any party.

FOR THE BOARD:



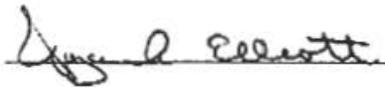
DATE: 3-20-13

FOR THE RBEA:



DATE: 3-19-2013

JOYCE ELLIOTT



DATE: 3-19-2013