

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

WELLINGTON BOARD OF EDUCATION

AND THE

WELLINGTON SCHOOL SUPPORT STAFF

JULY 1, 2022 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	RIGHTS	1-2
III	NEGOTIATIONS PROCEDURE	2-3
IV	NO STRIKE CLAUSE	3
V	GRIEVANCE PROCEDURE.....	3-6
VI	LEAVE PROVISION	6-11
VII	DRUG FREE WORKPLACE.....	11-12
VIII	INSURANCE.....	12-14
IX	EXTRA BUS TRIPS.....	14-16
X	CALAMITY DAYS.....	17
XI	COMPENSATION – SEVERANCE PAY, PAYROLL DEDUCTION, DIRECT DEPOSIT, VACATIONS, SALARY.....	17-23
XII	SENIORITY	23-24
XIII	VACANCIES, TRANSFERS, PROMOTION AND SENIORITY	25-27
XIV	EMPLOYEE DISCIPLINE, NON-RENEWAL, DISCHARGE TERMINATION.....	27-30
XV	LAYOFFS.....	30-33
XVI	JOB DESCRIPTION	33
XVII	PERSONNEL FILES.....	33-34
XVIII	EVALUATION.....	34-35
XIX	EMPLOYEE MANAGEMENT FORUM.....	35
XX	WORKING CONDITIONS.....	35-37
XXI	EMPLOYEE MEETINGS.....	37-38

<u>ARTICLE</u>	<u>PAGE</u>
XXII COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT.....	38-39
XXIII DISPENSING MEDICATIONS.....	39-40
XXIV PROBATIONARY PERIOD.....	40
XXV NEW FAMILY MEDICAL LEAVE ACT.....	40
XXVI SEVERABILITY.....	40-41
XXVII WORK YEAR, WORK WEEK, WORKDAY.....	41-44
XXVIII HEAD CUSTODIANS.....	44
XXIX DURATION.....	45
<u>APPENDIX</u>	<u>PAGE</u>
A SALARY SCHEDULES.....	46-52
B FAIR SHARE FEE/JANUS.....	53-54
C SUBSTANCE ABUSE POLICY.....	55-74
D GRIEVANCE REPORT FORM.....	75-76
E CONTRIBUTION TO CATASTROPHIC LEAVE BANK.....	77
F CATASTROPHIC LEAVE BANK.....	78-79
G NON-TEACHING EMPLOYEE JOB PERFORMANCE EVALUATION.....	80-81
H SCHOOL BUS CONDUCT FORM.....	82-83
I WORKING SPOUSE RULE.....	84-85
J O.R.C. §3313.713 – DISTRICT PRESCRIPTION DRUG DISTRIBUTION POLICY.....	86-89

ARTICLE I – RECOGNITION

- 1.01 The Board of Education of the Wellington School District (hereinafter referred to as the “Board”) recognize the Wellington School Support Staff OEA/NEA Local (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for members of the bargaining unit (hereinafter “employee” or “employees”) which shall consist of all regular full-time and regular part-time non-teaching personnel employed by the Board, by way of illustration only, but not limited to, secretaries, clerical, transportation, maintenance, mechanic, custodial, food service, and educational aides, exclusive of casual and seasonal employees, substitutes, confidential and fiduciary employees as determined by the Superintendent, individuals under ORC §§3319.01, 3319.02, 3319.04, 3313.22, and all other employees falling within any of the exceptions listed in ORC §4117.01.
- 1.02 Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written contract without challenge as provided for in ORC Chapter 4117.
- 1.03 Unless otherwise indicated, use of the term “Employee/Bargaining Unit Member” where used hereinafter in this Agreement shall refer to all members as the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:
 - A. Full Time: A bargaining unit member who is employed at least thirty (30) hours per week.
 - B. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

ARTICLE II – RIGHTS

- 2.01 The Board shall provide space in each school building for a staff lunch/work room.
- 2.02 The Association shall be granted use of the bulletin board in the staff lunch/work room in the school system.
- 2.03 The Association shall be granted use of school buildings and facilities pursuant to the building use permit procedure.
- 2.04 The President of the Association shall have the opportunity to speak to new employees during the new employee orientation program.
- 2.05 The Association shall be permitted to use mailboxes and the interschool mail system provided that a copy of all distributed material is supplied to the building principal.

- 2.06 The President of the Association shall be provided with the names of newly-hired employees within three (3) days of Board approval.
- 2.07 The President of the Association shall be provided with publicly-available Board information and documents upon specific request to the Superintendent.
- 2.08 Members of the bargaining unit may use telephones in the school buildings provided that such use does not interfere with assigned duties. Personal long distance calls must be collect, charged to a credit card, or made on personal phones.
- 2.09 The Association through its President or his/her designee shall be allowed to visit the schools. Upon his/her arrival, he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of employees must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration or with the educational program of the school.
- 2.10 The Association President will be notified of all Board meetings in advance and supplied with agenda upon request.
- 2.11 The Board will take no reprisals against members of the bargaining unit for the participation in any of its lawful activities. Neither will the Association take such reprisals against any employee of the Board.
- 2.12 All bargaining unit members shall have free admission to all regularly-scheduled home athletic events.
- 2.13 The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, handicap, disability, age, marital status, political opinions/affiliations, personal life or national origin. The employer shall not discriminate against employees because of membership in the Union or participation in Union activities.

ARTICLE III – NEGOTIATIONS PROCEDURE

- 3.01 Either the Association or the Board of Education may initiate negotiations by letter of submission to the other party no earlier than January 15th in the year the contract expires, outlining their intent to bargain as defined in ORC Chapter 4117.
- 3.02 Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives and one (1) observer. Classifications not represented at the table shall be allowed to be present and to have input through caucus to ensure representation of all classifications.
- 3.03 If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the

Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.

- 3.04 The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in ORC §4117.14. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of fifteen (15) days or until the expiration of the Agreement unless an extension occurs through mutual consent.
- 3.05 The initial proposal and counterproposal to modify the current agreement shall be presented in written form, specifying completely that to which modification is sought, unless the parties mutually agree to engage in interest-based bargaining (“IBB”), or another form of bargaining wherein the parties agree to work collaboratively on proposals to modify the current agreement. Either party may withdraw its consent to IBB or another form of bargaining and return to traditional bargaining.
- 3.06 Negotiations will be conducted at a mutually agreeable time and day, will last no later than 7 pm, and will be during the normal work week. Employees involved in such negotiations during their working hours shall suffer no loss and no reduction in pay. The location will be determined by mutual agreement.
- 3.07 If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC Chapter 4117.

ARTICLE IV – NO STRIKE CLAUSE

- 4.01 The Association and all Association members shall not cause, engage in or sanction any illegal strike, slow-down, work stoppage, or disruption of normal school operations related to the content of and for the duration of this Agreement or any extension thereof.
- 4.02 The Association will use all means within its power to end such action and will promptly point out to all participants that they are violating this Agreement.
- 4.03 Participants found to be in violation of an unauthorized strike action under ORC Chapter 4117 will be subject to penalties as ordered by the State Employment Relations Board.

ARTICLE V – GRIEVANCE PROCEDURE

5.01 Definition

- A. A “grievance” shall mean a claim by an employee (the “grievant”) that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of the Agreement. In the event that a single violation, misapplication, or misinterpretation of the Agreement affects a group of employees, the

Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.

- B. For the purpose of this Article only, the term “day” shall mean a grievant’s scheduled workday excluding calamity days.
- C. Grievance meetings may be conducted during working hours, if agreed to, and the Board of Education facilities may be used for such purposes.

5.02 Procedure

A. STEP I

Within ten (10) days of when the grievant became aware or should have become aware of the act giving rise to the grievance, the grievant shall informally discuss the situation with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance.

B. STEP II

If resolution of the problem is not reached at Step I, the grievant may within ten (10) days of the Step I meeting file a formal written grievance with the member of the administration whose action or inaction created the situation on the designated form in triplicate. Within ten (10) days of the submission of the written grievance a meeting shall be held to discuss the grievance and the administrator’s written disposition of the grievance shall be given to the grievant within ten (10) days.

C. STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she may within ten (10) days of the Step II disposition, file the written grievance with the Superintendent. Within ten (10) days of submission of the written grievance, a meeting shall be held to discuss the grievance and the Superintendent’s written disposition of the grievance shall be given to the grievant within ten (10) days. If the Superintendent was the administrator rendering the disposition in Step II, then this step will be waived.

D. STEP IV

If the grievant and the Association, with the approval of the executive committee and the grievance committee, are not satisfied with the disposition of the grievance at Step III, the Association may within five (5) days of the Step III disposition give written notice of arbitration to the Superintendent. A request shall then be filed with the American Arbitration Association (AAA).

The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board and its Agents, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine him or herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the employer, the grievant and the Union.

The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing.

5.03 Miscellaneous

- A. The grievant may be accompanied by a representative of the Association at any meeting under this procedure at any step. The Association shall have the right to be present at all steps of the grievance procedure. The Association President will be provided written notification of all grievance meetings.
- B. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Step IV meetings shall be set by the arbitrator after consultation with the parties.
- C. A grievance may be withdrawn in writing at any time without prejudice; however, timelines shall still apply.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the grievant's personnel file.
- E. There shall be no reprisals against an employee or representative for processing or participation in a grievance.
- F. The Association has the right to file grievances on its own behalf and the exclusive right to process grievances through to arbitration. Grievance forms (see Appendix D) are to be issued only by the WSSS President or Grievance Committee Chair.

- G. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- H. Failure of the administration to comply with timelines shall result in the grievance being advanced to the next step.

ARTICLE VI – LEAVE PROVISION

Each employee is required to use the electronic reporting system to apply for any type of leave in advance of the use of such leave, if use of such leave is reasonably foreseeable. Except in extenuating circumstances, employees will receive a response from immediate supervisors within three (3) days for all leave requests submitted in the electronic reporting system. If an employee is unable to apply for a leave before it is taken, the employee must complete a paper absence report within three (3) days of returning.

*The Board will ensure that computers will be readily available for the electronic reporting system and school email use.

**Employees will be given training on the electronic reporting system use.

6.01 Assault Leave

- A. The Board shall grant assault leave to an employee for physical injuries and/or mental injuries from a physical attack occurring within the course of employment and resulting in the employee's inability to perform assigned duties.
- B. The employee will be maintained on full pay status, minus workers' compensation or other disability compensation.
- C. The attending physician must furnish a certificate stating the nature of the disability, the reasons that the disability prevents the employee from returning to work, and the duration of necessary leave. To qualify for compensation for assault leave, the employee or his/her designee must do the following:
 - 1. File a written report with the Superintendent within one (1) day of the assault or as soon as the member is physically capable of submitting said report, stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses.
 - 2. File a written report with local law enforcement. The employee must cooperate with law enforcement officials and the prosecutor investigating the incident resulting in the disability and in preparing and prosecuting any case brought as a result of the incident.

6.02 Association Leave

- A. The Association shall be granted Board-paid Association leave for the purpose of carrying out the business of the Association, not to exceed a unit total of six (6) days per school year. The Superintendent shall be notified at least five (5) workdays in advance of Association leave. All Association leave days will be approved by the President of the Association. Employees shall turn in a form for Association Leave to the Treasurer's Office indicating the days of leave and that the Association President has approved the leave.
- B. Any Association member who is elected or appointed to the governing body of OEA/NEOEA/NEA shall be granted leave without pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as outlined in Part A of this policy. Said leave shall not exceed a total of nine (9) days per school year.

6.03 Jury Duty Leave

Employees may be called to serve jury duty. When they do serve, employees will receive regular pay but will submit all jury compensation to the Board of Education. No employee shall make a profit by doing his duty. Such leave shall not be deducted from any other type of leave.

6.04 Military Leave

Military leave shall be granted to employees pursuant to Ohio Revised Code and Federal Law. Benefits will be granted at a maximum allowable by law.

6.05 Leaves of Absence (Unpaid)

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes.

- 1. Personal illness
- 2. Physical or mental disability
- 3. Maternity/paternity/adoption

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent.

- 1. Educational or professional purposes
- 2. Election to political or professional office
- 3. Unusual personal considerations

An employee desiring such leave shall present, in writing as soon as possible, a request stating clearly the reason and purpose of the leave to the Superintendent. When the

reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability subject to the provisions of the grievance procedure.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Upon return from a leave of absence of a year or less, an employee shall be returned to the same position in his/her classification. Employees returning from leaves longer than one (1) year shall be returned to a same or similar position in his/her classification. Employees using any Board-approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Employee(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

1. The accrual of sick leave
2. The accrual of personal leave
3. Payment of calamity day(s)

The employee(s)' medical insurance coverage shall be in place for twelve (12) weeks consistent with the Federal Family Leave Act. An employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, during FMLA or Workers' Compensation leave, provided the employee pays their share of the premium(s) for said coverage no later than the fifteenth (15th) day of the prior month.

Pursuant to ORC §4117.10(A), this article shall take precedence and supersede ORC §3319.13.

6.06 Personal Leave

Each employee will be granted four (4) days of paid personal leave per year.

- A. Personal Leave shall not be used during the first and last five (5) workdays of each school year or to extend an employee vacation or holiday break, except for unforeseen circumstances or an emergency approval as such by the Superintendent. An emergency shall be defined as an unexpected situation or sudden occurrence of a serious and urgent nature which required immediate attention.
- B. Written documentation of the personal leave must be properly completed and submitted to the appropriate supervisor or principal at least three (3) days prior to

the date of request. In an emergency the personal leave may be approved/disapproved by the Superintendent directly.

- C. Personal Leave shall not be taken to earn money or be employed with another job. Nor shall such leave be used by an employee for financial benefit.
- D. Unused personal days may be converted into sick days at the end of each school year. If days are not used by the end of the school year, employee shall be paid for up to two (2) unused days at the number of hours listed in Article 27 upon written request by June 30. If no request for payment is made by the cutoff date, all unused days will automatically be converted to sick days.
- E. This Article supersedes Sick Leave and Personal Leave provisions of ORC §§3319.141 and 3319.142.
- F. For the purpose of illness, immediate family is interpreted to include grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, father, father-in-law, mother, mother-in-law, spouse, stepparents, child, grandchild, stepchild, niece, nephew, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

6.07 Professional Leave (Not Chargeable to Sick Leave)

The Board of Education may grant leave without loss of pay to help employees keep abreast of new innovations and techniques in their respective fields, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the Wellington Schools. The Board shall pay expenses consistent with Board Policy incurred by employees who attend the above-mentioned meetings. Such shall be granted contingent upon advance approval of the principal and the Superintendent or his/her delegated representative for the particular purpose of professional improvement to the school system and to the individual participating. The employee shall make a request at least thirty (30) workdays in advance on forms approved by the Administration.

6.08 Bereavement Leave

- A.
 - Up to five (5) days can be used for bereavement leave, for the 2022-2023 contract year, three (3) of the five (5) days will be charged to sick leave.
 - For the 2023-2024 contract year, four (4) of the five (5) days will be charged to sick leave.
 - For the 2024-2025 contract year and beyond, all of the five (5) days will be charged to sick leave.

Any additional need for bereavement leave under this provision shall be charged to sick leave.

- B. Bereavement leave can be used for immediate family as defined in 6.06(F). Special circumstances may be allowed if approved by the Superintendent or his/her designee.

6.09 Sick Leave

- A. Each employee shall be entitled for each completed month of service to one and one-quarter (1 ¼) days of sick leave per month and maximum of fifteen (15) days per year. Sick leave is awarded in accordance with ORC §3319.141.
- B. An employee who transfers from a public agency or an Ohio public school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to three hundred (300) days for the duration of the contract. Employees presently employed shall have the same maximum accumulation of up to three hundred (300) days for the duration of the contract.
- C. Employees may use sick leave upon notifying his/her supervisor for absence due to illness, injury, exposure to contagious disease and for illness in the employee's immediate family. The immediate family encompasses: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, father, father-in-law, mother, mother-in-law, spouse, stepparents, child, grandchild, stepchild, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.
- D. The administration will require that sick leave of more than five (5) consecutive days be substantiated by a physician's statement confirming that the employee is too ill to work.
- E. All employees are entitled to an advance of five (5) days of sick leave at the beginning of the school year or upon the first date of work after the date of hire, unless an employee carried over a negative balance of sick leave days from the preceding school year, in which case the negative balance shall be subtracted from the advance of five (5) days of sick leave otherwise granted at the beginning of the school year.

6.10 Catastrophic Leave

- A. "Catastrophic" means a disaster, serious calamity, disastrous occurrence, casualty or long term personal or family illness that exhausts a member's accumulated sick leave.
- B. Each year there shall be a window of opportunity for enrollment in the catastrophic leave bank. Those wishing to participate shall give notice in writing to the Superintendent's office by the last work day in September for current members, or within thirty (30) days of hire for new members.

- C. To be eligible to participate, a member must contribute one (1) day of accumulated sick leave, which will be docked from the member's sick leave total, and which will be placed in the catastrophic leave bank. Banked days will be available to any member who has participated in the bank that year. In the event that the contributions to the sick leave bank would exceed one hundred (100) days in a contracted period, no additional days will be collected for that contracted period.
 - D. Prior to drawing days from the bank, the member must make application to the Superintendent and must provide a doctor's statement certifying the extreme medical emergency. (See Appendix for form).
 - E. Any time there is a dispute as to the extreme medical emergency, the Superintendent may request a second opinion from a physician chosen and paid for by the Board.
 - F. A member must exhaust all of his/her own sick leave before drawing days from the bank.
 - G. If the bank total falls below fifteen (15) days at any point during the school year, each member will be asked to contribute one (1) additional day for continued participation for the remainder of the year. Only those members wishing to contribute one (1) additional day will be eligible for continued participation for that school year.
 - H. Sick leave day(s) contributed to this bank shall continue to accumulate during the term of this contract. At the end of this contract, the bank shall revert to zero (0).
 - I. The Association President at the end of the school year may request a report detailing the days contributed to the bank and used from the bank for the year from the Treasurer. Such request shall be responded to in a reasonable time.
- 6.11 All forms shall be made a part of this contract and cannot be altered without Association approval. (See Appendices A-H).

ARTICLE VII – DRUG FREE WORKPLACE

- 7.01 **Prohibition:** No employee of the Wellington Schools while on school premises or as part of any of his/her activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
- 7.02 **Board Policy:** All employees shall receive a copy of the Board adopted resolution regarding a drug free workplace.
- 7.03 **Definitions:** For the purpose of this provision, the following definitions shall apply:

- A. “Drug abuse offenses” shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
 - B. “Workplace” is defined as any area under the control of the School District or at any school-sponsored activity regardless of location.
- 7.04 Violations: An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.
- 7.05 Rehabilitation: For employees who are determined to be first time offenders, the corrective action shall be a requirement for the employee to complete, under accrued sick leave, an appropriate rehabilitation program provided by the Employer. The employee shall not return to his/her employment assignment and shall waive rights under the discipline article, should the employee fail to comply with the provisions of this section.
- 7.06 Disciplinary Action: Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of this contract.
- 7.07 Reporting: Any employee convicted under a criminal drug statute of an offense must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.
- 7.08 Education: The employer shall provide a drug free awareness and education program for all employees.

ARTICLE VIII – INSURANCE

8.01 Medical/Hospitalization

- A. The Board shall provide LERC Plan Options of medical insurance for bargaining unit members with the Board paying eighty-five percent (85%) of the premium and the bargaining unit member paying fifteen (15%) of the premium. A Section 125 Plan shall be provided by the Board for that portion of the medical premium paid by the bargaining unit member. Payroll deduction will be on the twenty-four-pay (24) basis.

Failure to complete the health assessment and screening on or before April 30 shall result in the Board paying seventy-five percent (75%) of the premium and the bargaining unit member paying twenty-five percent (25%) of the premium.

- B. Part-time employees will receive health insurance benefits on a prorated basis. This will affect their cost of insurance so long as the employee’s income is sufficient to cover the cost of the benefits from the employee’s paycheck.

- C. Minimum medical coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan. The Board will provide Plan 1.
- D. For members who elect the Premium Health Plan, the Board shall contribute two hundred fifty dollars (\$250.00) for single insured or five hundred dollars (\$500.00) for family insured each year for each employee into a Flexible Spending Account (FSA). Members will be able to contribute additional funds to his/her FSA up to the maximum amount allowable by law.
- E. The WSSS and Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal Law.
- F. A representative from the WSSS will be permitted to attend LERC meetings. This leave will be considered to be Professional Leave from the District.

8.02 Prescription Drug Benefit

No stand-alone drug plan. Prescription: \$10/\$25/\$50. Payroll deduction will be on the twenty-four-pay (24) basis. Mail Order: \$20/\$50/\$100.

8.03 Term Life

A group term life insurance plan of forty thousand dollars (\$40,000.00) shall be provided. This plan shall be prorated on the basis of the full-time member.

8.04 Dental

The Board shall provide dental insurance for members with the premium paid by the Board during the term of this Agreement being eighty-five percent (85%) of the premium per month for individual coverage or for family coverage. Payroll deduction will be on the twenty-four-pay (24) basis.

Minimum dental coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan.

A. Deductible

Twenty-five dollar (\$25.00) single and seventy-five dollar (\$75.00) family deductible, except no deductible for orthodontics.

8.05 Optical Insurance

The Board will provide optical insurance as determined by Lake Erie Regional Council (LERC). The Board shall pay up to three dollars (\$3.00) per month for single coverage and six dollars (\$6.00) per month for family coverage. The remainder shall be deducted from the bargaining unit member's regular pay through payroll deduction. Payroll deduction will be on the twenty-four-pay (24) basis.

8.06 Insurance Committee

- A. Insurance Committee to be established with classified employees and Administration/Board.
- B. Co-chairs will be represented by one (1) designee from each of the three (3) groups.
- C. The Board and the WSSS agree to maintain a District committee consisting of two (2) representatives of the WSSS and two (2) representatives of the WEA, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance benefit package and established wellness practices. The purpose of the insurance committee is to investigate cost saving opportunities, educate the Board and membership, and make recommendations for modifications. No changes shall occur in the negotiated insurance benefit package unless agreed to by a majority of the committee's representatives and recommended and ratified by the majority of the members of the WSSS, and the Board of Education, respectively.

8.07 Working Spouse Rule

The Lake Erie Regional Council (LERC) Working Spouse Rule shall be included as Appendix I.

ARTICLE IX – EXTRA BUS TRIPS

- 9.01 Pay for extra bus trips shall be the 0 Step of the bus driver's pay scale for the preceding school year for all trips over two (2) hours. (See Appendix A.)
- 9.02 When a driver shows up for a scheduled trip to find that it has been cancelled and the driver was not notified, the driver shall be compensated for one (1) hour of service.
- 9.03 No driver shall lose any portion of his/her regular pay if he/she is unable to make his/her regular bus run because of an extra bus trip.
- 9.04 The Board or Designee shall assign all extra bus trips, subject to and consistent with the following provisions. Extra trips are those required a trip slip, for transportation of pupil groups such as athletic teams, band, choir, and class field trips.
 - A. List #1: To be used when drivers sit down with Supervisor/Administrator to pick trips for the month.

The Board reserves the right to present an alternative electronic option and training as a 90-day pilot program followed by a vote of the bus drivers for the

permanent adoption of the program. If the program is adopted, the remaining language of the section will be modified accordingly.

1. All trip slips for the next month should be in by the 3rd Monday of the current month.
 2. The meeting will be held on the Thursday after the 3rd Monday of each month to pick trips. During months when a holiday or school break occurs, the meeting will be held the last day prior to the holiday or break. The meeting shall consist of picking trips only and is considered as part of the additional thirty (30) minutes of time added to the bus driver day.
 3. If a driver is on a trip the day of the meeting, the driver may preselect trips in priority order and provide those selections to the Supervisor before the meeting and those selections will be made during the rotation.
 4. The senior driver will have first choice at the beginning of each month (no continual rotation).
- B. List #2 (Hot List): To be used for any trip that comes in after trips on List #1 have been assigned.
1. The most senior driver has the first choice at the beginning of the school year. If more than one trip comes in at a time, the person next on the rotation has the first choice.
 2. Trips that come in should be assigned as soon as they come in.
 3. The midday route will be filled from the Hot List. Each day of consecutive multiple days will count as separate days allowing multiple drivers to benefit from extra hours.
 4. If a substitute is scheduled for a trip that is cancelled then rescheduled, the trip will first be offered to regular drivers using the Hot List.
 5. If a driver's name comes up on the rotation and said driver already has a trip scheduled, and the trip does not conflict with the original trip, the driver may take the second trip, as well. If the trip is a conflict, the driver will be skipped but a note will be put next to the driver's name regarding the original trip.
 6. The Hot List needs to show if a driver has been asked to take a trip. A "no" needs to be posted until a "yes" is received.
 7. The Hot List needs to be kept updated and visible at all times.

- C. If a trip from List #1 is cancelled and not rescheduled, the assigned driver can take a trip already assigned to a substitute.
 - D. If a trip is forfeited voluntarily, the driver is out of the trip, just as if it were cancelled.
 - E. In the case of multiple drivers going to the same event, i.e. Cedar Point, busses will be loaded in the order of the driver's seniority.
 - F. Trip rescheduled: Drivers holding trip tickets to the same original event, i.e. football, will automatically take the rescheduled trip. If fewer drivers are needed, the senior driver will be assigned the rescheduled trip.
 - G. All extra-curricular or co-curricular field trips, sports trips, or other special trips involving students of the Wellington Exempted Village School District shall be offered to the School District Transportation Services if the trip is within a one hundred twenty-five (125) mile radius of McCormick Middle School.
 - H. All extra-curricular or co-curricular field trips, sports trips, or other special trips involving students of the Wellington Exempted Village School District that exceed one hundred twenty-five (125) miles may request service from the Transportation Department or may use commercial transportation unless Section K applies. The decision to use school or commercial transportation shall be made according to Board Policy.
 - I. In the event that the Transportation Service is unable to provide service for a trip that falls within the one hundred twenty-five (125) mile radius, the sponsor is to be notified in a timely manner. The trip sponsor may seek alternative means of transportation, including the use of commercial transportation unless Section K applies.
 - J. The district is permitted to work out cooperative arrangements with other districts for Vo-Ag trips and special trips which have a common purpose/destination. The number of trips shall be seven (7) each year. Our bus drivers would be placed in a rotation for sharing the trips.
 - K. Should the Board of Education purchase school vans, such vans shall be driven by bus or van-certified drivers for regular trips (AM, Noon, PM, Special Trips). Coaches and/or Advisors who have appropriate credentials may drive up to nine (9) students in a van.
- 9.05 The JVS Shuttle Route driver will be compensated an additional one (1) hour of regular pay per day.
- 9.06 All midday and JVS routes shall be bid annually. These trips are not subject to 9.04.

ARTICLE X – CALAMITY DAYS

- 10.01 For purposes of this article, “calamity day” means a day on which the Wellington Schools are closed on account of inclement weather or other Acts of God.
- 10.02 The Administration has the authority to ensure that all properties are protected and that buildings are prepared for school reopening at the end of the calamity.
- 10.03 The Superintendent or his/her designee may require office workers to work on calamity days to meet high priority deadlines including, without limitation, board agendas, payroll, etc.
- 10.04 Bargaining unit members who are required by the Superintendent, Principal or Department Head to perform services on calamity days shall be paid their days wages plus one and one-half (1 ½) times their normal hourly rate for those hours worked during the normal workday.
- 10.05 Head Custodians and Maintenance Employees or someone working in his/her place who are called out on a calamity day shall be paid one and one-half (1-1/2) times their normal hourly rate of pay for up to eight (8) hours. Any time over eight (8) hours shall be paid at two (2) times the employee’s regular hourly rate.

ARTICLE XI – COMPENSATION – SEVERANCE PAY, PAYROLL DEDUCTION, DIRECT DEPOSIT, VACATIONS, SALARY

11.01 Severance Pay

- A. Each employee of the Wellington School District will receive the following severance at the time of their retirement or death to be paid thirty percent (30%) of the value of accrued but unused sick leave credit not to exceed three hundred (300) days. The bargaining unit member shall be paid within thirty (30) days of retirement upon submission of SERS pay stub to the Treasurer. (Per MOU dated July 7, 2014)
- B. Such payment will be based on the employee’s daily rate of pay at the time of retirement/death exclusive of supplemental salary or overtime.
- C. Severance pay shall be payable as a death benefit governed by the provisions of 11.01(A). In the event that payment hereunder is paid because of the death of an employee, payment shall be made to the estate of the employee.

11.02 Payroll Deduction

- A. The employee may elect to have the following deductions:

Union dues, tax shelter payments or premiums, United Way contributions, Credit Union, School Endowment, taxes, Roth IRA's, annuities and such others as may be agreed to in this Agreement or from time to time.

- B. NEA/OEA/NEOEA/WSSS dues shall be deducted in twenty (20) approximately equal installments or as otherwise agreed to.
- C. Union dues deductions shall be transmitted to the Association Treasurer no later than the payroll date for which it is deducted. Each transmittal of monies shall be accompanied with a list of the name of each employee for whom the deduction was made and the amount deducted from each employee's pay.
- D. The Association will hold the Board and its members safe and harmless and will indemnify it and its members against any loss it or its members may sustain under this Article or any findings for wrongful disbursements by state or federal agency. This shall not preclude correction of computational errors.
- E. If an adjustment in pay over two hundred dollars (\$200) is required due to clerical or other error, the adjustment in pay may be spread over three (3) pays at the request of the employee.

11.03 Paychecks – Direct Deposit

- A. The Board shall provide the employee with a twenty-six (26) equal pay plan. When the calendar results in twenty-seven (27) pay periods, the Treasurer may adjust pay periods to ensure that employees are paid in twenty-six (26) pay periods for that year.
- B. All employees shall be mandated to participate in the direct deposit plan.
- C. All pay stubs will be made available to all employees through email and the electronic reporting system.

11.04 Holidays

- A. The Board provides the following holidays for nine (9) month employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The Board provides the following holidays to ten (10) month employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

The Board provides the following holidays to twelve (12) month employees: New Year's Day, Martin Luther King Day, President's Day, Good Friday,

Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

- B. Compensation for holidays is included in employee salaries. Employees are not entitled to additional pay for holidays unless the Board requires them to work on those days.
- C. Whenever holidays fall on a Saturday, the previous Friday shall be observed as the holiday for work schedules. Holidays falling on Sunday will be observed on the following Monday.
- D. If the employee is called in by a supervisor to work on a holiday, all work performed on that day will be paid at double time.

11.05 Vacations

- A. Eligibility: No vacation with pay shall be allowed to any school employee whose term and days of service are the same as those of teachers; to any school employee whose annual term of service is less than fifty-two (52) weeks; or to any emergency or seasonal employee on an hourly, daily, weekly, or monthly rate of compensation.
- B. Amount: Each twelve (12) month employee, after service of one (1) year, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter two (2) weeks of vacation leave with full pay. A full-time employee with ten (10) or more years of service credit shall earn and is entitled to three (3) weeks vacation leave with full pay. A full-time employee with fifteen (15) or more years of service credit shall have earned and is entitled to four (4) weeks vacation leave with full pay. All full-time employees with twenty (20) or more years of service credit shall earn and is entitled to five (5) weeks vacation leave with full pay.
- C. Holidays and Calamity Days: In case a holiday on which the schools and offices of the Board of Education are closed should occur during the vacation of any employee, the said holiday shall not be counted as part of the vacation allowance of said employee.
- D. Use: Accumulated vacation time beyond one (1) year may be allowed if application is made to and approved by the Superintendent of Schools prior to accumulating time beyond the one (1) year period recognized.

Employee vacation time will normally be scheduled thirty (30) days or more prior to the date of the vacation once vacation time has been earned.

- E. Time of Vacation: The Superintendent shall approve all vacation schedules based on the date of application and shall disapprove such vacation schedules as would work a hardship on the schools. Vacation time will not be allowed during the first

three (3) student days of the school year or the final three (3) student days of the school year.

- F. Terminal Vacation: Any employee entitled to an annual vacation who voluntarily terminates his or her employment with the Board of Education, or who enters upon an officially approved leave of absence extending beyond the June 30 next ensuing, and who would be entitled to a regular vacation at the next vacation period, or who has used days of absence due him by reason of service during the preceding year, may apply for terminal vacation pay instead of vacation time and such pay shall be at the employee's daily rate of pay.
- G. Any employee who ends the year with unused vacation days shall make application to the Superintendent to exercise the option of carrying vacations over to the next school year or being paid the full value of unused days. If carrying over vacation days to the next school year, the employee shall be limited to a maximum of twenty (20) days; and if the employee is cashing in vacation days, the employee shall be limited to a maximum of payment for five (5) days.
- H. At retirement an employee may receive additional severance pay for accumulated unused vacation days up to a maximum of twenty (20) days to be paid in the same way as stipulated in Article 11.01(B).

11.06 Salary and Compensation

- A. Compensation will be paid in accordance with the attached salary schedules and the following:

2022-2023	Salary schedule changes
2023-2024	2.25%
2024-2025	2.25%

(See Appendix A.)

- B. Overtime shall be computed and paid under the following formula:
 - 1. The standard work week for purposes of FLSA shall be Monday through Sunday, forty (40) hours per week.
 - 2. Time and one half shall be paid after the bargaining unit member has worked forty (40) hours per week.
 - 3. Notwithstanding Number 1 above, time and one-half shall be paid for all hours worked by a bargaining unit member for building checks. If called in on a Sunday or holiday for a building check, the employee will be paid double time.

4. Compensatory time off may be given in lieu of overtime pay, if in conformance with the FLSA and mutually agreeable to the employer and the employee. Such compensatory time shall be computed at time and one-half or double-time, whichever is applicable. Compensatory time must be taken prior to the end of the employee's work year and at the discretion of the employee with the approval of the Principal or Supervisor.
 5. Notwithstanding Number 2 above, time and one half shall be paid if a bargaining unit member's forty (40) hours are made up of a holiday within a work week.
 6. All overtime will be turned in according to the time sheet form.
- C. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid at the corresponding salary step of the pay scale of the bargaining unit member being temporarily replaced. A bargaining unit member's pay rate shall not in any case be reduced as the result of any temporary change in duties.

D. Longevity

Employees with 10 years of service to the District will receive an additional:	.10/hour
Employees with 15 years of service to the District will receive an additional:	.15/hour
Employees with 20 years of service to the District will receive an additional:	.20/hour
Employees with 25 years of service to the District will receive an additional:	.25/hour

11.07 Training

- A. The Board will pay for the full cost of any approved training related to the employee's work.
1. The course shall be completed while employed by the Board.
 2. If college courses are approved, the employee shall complete an expense claim form for the cost of the course only, along with a valid transcript of the credit no later than six (6) months after the end of the course period. Reimbursement will be made no later than thirty (30) days after the expense claim form is submitted.

3. Pursuant to the Internal Revenue Code and tax regulations, tuition reimbursement shall be reported on an employee's W-2 Form and treated as income, if required.
4. The Board and the Association agree that a receipt or a paid invoice for the coursework is to be attached to the expense claim form. Reimbursement shall be only for passing grades.
5. Exceptions to conditions of this section shall have prior written approval of the Superintendent.

11.08 Retirement Pick-Up and Sheltering

- A. The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by the Internal Revenue Service Rulings 77-264 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included in computing final average salary, provided no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employees Retirement System increased thereby. Effective January 1, 2011.

11.09 Cancellation of Work Assignment Outside of Regular Work Hours

When an employee shows up for scheduled worktime outside their regular hours to find that it has been cancelled and the employee was not notified of the cancellation, the employee shall be compensated for one (1) hour of service at his/her hourly rate of pay. Phone notice one (1) hour prior to the event will be sufficient notice of the cancellation.

11.10 Substituting

When a current employee serves as a substitute within the District, he/she will be paid at step zero (0) of the classification in the WSSS Agreement in which he/she is subbing or at his/her current rate of pay, whichever is greater for the hours that his/her original position is contracted for. Any hours beyond his/her original position hours shall be paid at the regular sub rate.

This provision shall not apply to Section 11.11.

1. If an employee subs and earns more than forty (40) hours in a work week, overtime shall be paid to the employee according to Article 11.06(B), Overtime.

2. If the employee subs and is not paid through the District, the employee will be paid through the third-party substitute service and will not be eligible for overtime.

11.11 Classroom Coverage

If an employee is asked to cover a class for a classroom teacher that is absent in lieu of hiring a substitute teacher or utilizing a teacher to cover the class, the employee shall be compensated as follows:

- A. The first 1-3 days of class coverage for the school year – \$30.00 per period for classes in grades 7-12 or \$7.50 per 15 minute increment in grades K-6 or base rate of pay, whichever is higher.
- B. 4+ days of class coverage for the school year – Base pay plus the pay structure set forth in A. above.

This provision is provided since the employee will be unable to perform his/her duties as assigned and in most cases will have the impact of an additional workload during this period.

11.12 Summer Employment

- A. All current nine and ten (9 and 10) month employees will be eligible to workover the summer if positions are available.
- B. Existing employees will have precedent over outside applicants for summer positions in system seniority order.
- C. All nine and ten (9 and 10) month employees working summer positions shall be compensated at the cleaner step zero (0) rate.
- D. Prior to the last day of the school year, the Union President will submit to the Superintendent a list of names of nine and ten (9 and 10) month employees who will be available to work during the summer months.

ARTICLE XII – SENIORITY

- 12.01 Seniority shall be defined as the length of service according to classification as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission.

As specifically used in this Agreement, Seniority as hereafter defined shall be applied:

1. System seniority shall be defined as the length of continuous service by an employee and shall begin from the first day of service after the most recent date of hire into a regular position.
 2. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the following:
 - i. Hire Date
 - ii. First Day Worked
 - iii. Application Date/Time Stamp.
 3. Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in the provisions of this Article, and such leave shall not constitute a break in service. However, the employee shall receive no seniority credit while on unpaid leave or layoff.
- 12.02 Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- 12.03 For purposes of this Agreement, all bargaining unit members shall be placed in one of the classifications set forth in Article 15.01 based on their current assignments and shall be considered full-time employees.
- 12.04 The Employer shall prepare and maintain the seniority list. The Employer shall distribute, electronically to the president and all members, the seniority list, indicating by classification the first day worked and the date of employer resolution to hire.

The names of employees on the seniority list shall appear in seniority rank order within the district, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The list shall include their current classification and all other classifications previously held.

Each employee shall have a period of twenty (20) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

- 12.05 Seniority shall be lost by a bargaining unit member upon severance of employment relationship, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XIII – VACANCIES, TRANSFERS, PROMOTION AND SENIORITY

- 13.01 A. A vacancy shall be defined as a new bargaining unit position created by the Board of Education which the Board of Education determines to fill or one in which the Board of Education has determined to fill, which will be open for ninety (90) workdays or longer as a result of promotion, resignation, termination, non-renewal, death and/or retirement, and/or an employee assuming a non-bargaining unit position.
- B. When a vacancy occurs, it shall be e-mailed and posted on the district website for a period of at least fifteen (15) working days, unless no external applicants apply within fifteen (15) working days, and an internal candidate bids on the job and is deemed qualified by the Superintendent, at which time the posting will be removed from the district website. Any employee may request the vacant position in writing. In selecting the replacement employee, the Board shall apply the following formula:
1. Horizontal moves (within the same classification) will be based strictly on system seniority and work record. The Board reserves the right to test an employee from a different classification or outside applicant at any time to determine whether he or she is qualified for the position. If there are no qualified bargaining unit members, the Board retains the right to appoint from other applicants.

Any test used to determine qualifications will be developed by a joint committee consisting of three (3) administrators and three (3) bargaining unit members, one (1) of whom will be a member of the relevant classification. Any such test will be consistent with the essential job functions of the position.

All applicants outside of the classification will be given a test specific to the classification. Anyone who passes the test will be deemed qualified and the most senior qualified applicant will be interviewed to ensure fitness for the position. The Board will hire the most qualified applicant as determined by the Superintendent; however, if an internal and an external applicant are equally qualified, the internal applicant will be awarded the position.

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial and may request a meeting with the Superintendent to discuss career goals and means to improve his/her skill set for future opportunities for transfer. The Board will not be arbitrary or capricious in filling the position. Any applicant who passed the test will not be required to take the test for twelve (12) months from the date of originally taking the test.

No vacant position shall be filled using any other method than that stated in this contract. The vacancy, if possible, will be filled not later than thirty (30) calendar days after the posting of the vacancy notice with either a permanent employee or substitute if one can be acquired until a permanent employee is hired.

2. The seniority shall be determined by the employee's first day of work in the bargaining unit.
 3. The individual who changes jobs to another classification within the Wellington School System will have the right, within forty-five (45) days, to return to his/her previous position at the same status and salary as before.
 4. If, after twenty (20) days, an employee is having problems with the new position, a meeting with the employee and his/her representative, Supervisor and Superintendent/Designee will be set up to determine what the problems are and what the employee has to do to eliminate the problems.
 5. If problems are still occurring after thirty (30) additional days, the employee will be returned to his/her original position.
 6. The Association President will be informed of vacancies that occur during the summer months, and a copy will be posted on the district website, email and bulletin boards in each building.
 7. If an employee is not selected through the above procedure, the Board may fill the position with a newly-hired employee.
 8. Vacant positions not filled within ten (10) working days of the close of the posting shall be filled with a substitute.
- C. All vacancies shall be posted in a conspicuous place in each building of the district and on the district website, and sent via e-mail for a period of at least fifteen (15) workdays, unless no external applicants apply within fifteen (15) workdays, and an internal candidate bids on the job and is deemed qualified by the Superintendent, at which time the posting will be removed from the district website. Said posting shall contain the following information:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Expected hours of work
 6. Classification
 7. Minimum requirements and essential job skills

- 13.02 If after a job has been posted and no member of the bargaining unit bids on the job, and there still is a need to fill the position from within, they may do so under the following limits:
- A. Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to transfers.
 - B. The parties agree that involuntary transfers of bargaining unit members are to be reasonable and not arbitrary or capricious and not for disciplinary reasons. Any employee involuntarily transferred shall be given written reason(s) for such transfer.
- 13.03 The Board agrees to replace bargaining unit members during the regular school year, when they are absent, if substitute personnel are available. Before assigning a substitute, members of the bargaining unit regularly assigned to the building in the specific classification will be offered the opportunity to work in the absent position. For the purposes of this section only, the cleaners and the custodians will be considered in the same classification for substitute purposes. If no one in the classification agrees to substitute, a substitute will be obtained. Part-time employees are eligible to sub for full-time employees in the same classification, as long as it does not put the employee in overtime status. Substitute hours do not count towards hours worked for insurance purposes.
- 13.04 No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.

**ARTICLE XIV – EMPLOYEE DISCIPLINE, NON-RENEWAL, DISCHARGE,
TERMINATION**

14.01 General Disciplinary Procedures

- A. Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.
- B. Disciplinary action against an employee shall be imposed for violation of written rules, policies and regulations, OSHA violations, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, job performance deficiencies, any acts of misfeasance, malfeasance, or nonfeasance and unacceptable employee conduct, standards or practice.
- C. A written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice.

- D. The Board of Education agrees and understands that each employee shall have the opportunity to be accompanied and/or represented by a representative of their choice at any reprimand meeting. The meeting may be with the principal, immediate supervisor, Superintendent or his/her designee. Such employee may request of his/her principal, immediate supervisor or Superintendent that he/she be accompanied by a member of the Association.
- E. The Board of Education agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students.

14.02 Guidelines

The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies and/or unacceptable employee conduct, standards or practices.

These are only guidelines and, depending upon the severity of the offense-violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

Step 1 – Warning

Written and/or oral notification to the immediate supervisor's file with a copy to the employee and the personnel file.

Step 2 – Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 - Suspension

Penalty of up to one (1) to three (3) days suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file and the employee.

Step 4 – Five (5) Day Suspension

Penalty of up to five (5) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and to the employee.

Step 5 – Termination

Written copy to the immediate supervisor, personnel file, Board of Education and to employee.

14.03 Due Process Procedure

Before an employee may be suspended without pay, terminated or transferred, or reduced for disciplinary reasons, the following procedure shall be followed:

- A. The employee shall have the right to a preliminary meeting to be conducted by the Superintendent or his/her designee. This preliminary meeting shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall not have less than two (2) days notice of the time and place of the preliminary meeting unless otherwise agreed upon by both parties. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such meeting.
- B. At the preliminary meeting, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.
- C. Following the meeting, the Superintendent or his/her designee may conduct a further investigation concerning the matters which may have been raised during the meeting or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.
- D. Following the preliminary meeting in any case wherein the Superintendent or his/her designee imposes a suspension of more than three (3) working days, or recommends termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or recommendation of termination, which order shall state the reasons therefore.
- E. All discipline shall be appealable through the grievance procedure through arbitration.
- F. Any notices, copies of order or recommendations required by this Article to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent with leave when service is attempted, then such service shall be by ordinary mail sent to the employee's last address shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.
- G. The provisions of this Article do not apply to the removal of an employee during his/her probationary period.

14.04 The Board of Education shall have the authority to dock the pay of any employee for misuse, abuse and misrepresentation of any leave provision and/or failure to report timely for work.

14.05 Bus drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlined in ORC §3327.10(D)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the district until he/she has filed such notice.

Failure to report such violation will result in appropriate discipline. The failure of a bus driver to maintain a valid CDL will result in automatic removal of employee from employment with the School District.

14.06 Pursuant to ORC §4117.10, this Article shall take precedence over and supersede the provisions of ORC §3319.081.

ARTICLE XV – LAYOFFS

15.01 If for any reason the Board determines to reduce the number of bargaining unit positions, the Board shall notify the Association President in writing, not less than thirty (30) calendar days prior to the date the reduction is to be implemented. The notification shall include the reason(s) for the reduction; the position(s) to be reduced, eliminated or not filled; the date of Board action to implement the reduction and effective date of the reduction. The Board may make such reductions within the following job classifications and positions.

After sending the aforesaid notice, the Superintendent shall enter into discussions, but not negotiations, with the Association regarding the need for, manner of implementation, and impact of, and other aspects of the contemplated RIF.

Any bargaining unit member who is to be RIF'd will be so notified in writing at least then (10) calendar days before the Board is scheduled to take action to approve the RIF. Such notice will include the proposed effective date of the reduction and the reasons for the proposed action.

Job Classification

Job Position

Paraprofessional/Aide

Special Education
Paraprofessional
Library Technician
Special Needs Bus
Study Hall Monitor
Alternate Learning Classroom (ALC)

Bus Driver

Bus Driver
Transportation Coordinator

Cafeteria	Head Cook Cafeteria Helper Cafeteria Cashier
Cleaner	
Custodian	Head Custodian Custodian w/boiler license Custodian w/o boiler license
Latchkey	Latchkey Assistant
Maintenance	Maintenance Worker Building and Grounds Keeper
Monitor	Cafeteria Playground
Secretary	

The following for layoffs shall apply:

A. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or where limited contracts are not renewed.

B. Layoff

Reduction not achieved by attrition shall be accomplished first by laying off probationary employees within the job classification or position affected and second, if necessary, by laying off the least senior employees within the job classification affected who are employed under continuing contracts. Layoff shall be by system wide seniority within each job classification affected. For purposes of this Article, an authorized leave of absence does not constitute a service break but does not result in additional system wide seniority.

C. Bumping

If more than one job position exists within a job classification, a laid-off employee with the highest system seniority shall have the right to bump the least system senior employee with the equivalent or more hours and days within that classification provided the employee meets any state-mandated qualifications. Bumping will automatically place the employee on his/her present wage step in the new position. An employee who can displace (bump) a less system senior employee with the same or more hours than currently held must make that

decision within thirty (30) days or the end of the current school year, whichever occurs first.

Employees who are laid off or displaced (bumped) from their position and cannot bump anyone less system senior within his/her classification have the right to displace (bump) an employee who normally works the same number of hours or more from a different job classification, provided the employee has previously held a position within that classification and meets the mandated qualifications, essential and non-essential job functions as per the job description. If an employee can displace (bump) a less system senior employee that has less hours than the current position held, regardless of job classification, so long as the employee is able to perform the full scope of the position requirements, the employee will retain recall rights for twenty-four (24) months should a job in the employee's original classification become open, provided the employee holds the highest system seniority on the recall list for that classification.

If an employee cannot bump the least system senior employee from a position having equivalent hours following the sequence as set forth above, the employee may bump the least system senior employee in accordance with the sequence set forth above without regard for the hours. If the employee would suffer such a reduction, the employee may elect to be laid off.

An employee working dual contracts within the same classification shall have the right to bump if one or both positions are reduced, provided that the employee holds higher system seniority within the affected classification. The least system senior employee within the affected classification shall then be the laid off employee.

D. Recall

Employees shall retain recall rights for two (2) years from the date of layoff unless the RIF'd employee was a probationary employee in which case the time on the recall list shall be twelve (12) months. Employees shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on Board records. The recall notice shall state the time, date and place at which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays and holidays to report to work. Failure to report within the required time shall terminate any recall rights.

An employee may be recalled to a different classification if he/she has previously worked in the classification or is deemed qualified for the position per the testing procedure outlined in 13.01 B.1. If an employee is recalled or restored to a different classification during the recall period, that employee shall have the first recall/restoration right back to his/her classification when the opening occurs.

E. Prohibition

Removal for performance reasons and/or the suspension or termination of a contract for reasons found in ORC 3319.081 shall not be a method of layoff.

F. The Wellington Exempted Village Board of Education shall not privatize Transportation, Custodial-Maintenance, Cafeteria, and Secretarial Services.

G. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a qualified employee on layoff status.

ARTICLE XVI – JOB DESCRIPTION

16.01 Job Description

A specific job description has been prepared for each classified position within the school district. These descriptions may be revised as changes within the school system require modification. Suggestions for improving job descriptions may be called to the attention of the Superintendent and/or designee. The Association officers as well as a minimum of one (1) individual employee from each classification will be consulted on new or revised job descriptions prior to Board approval.

Any newly-revised job descriptions will be provided to all classified employees in the applicable classification after the job description(s) have been drafted and approved by the Board.

ARTICLE XVII – PERSONNEL FILES

17.01 The Board of Education and Administration agree that there shall be one (1) personnel file for purposes of any action involving the employee and all employees shall have access and the right to a copy at no cost of any document contained therein.

17.02 Employees will be notified by copy, whenever material is placed in their personnel file. No anonymous document shall be placed in the file or become a matter of record.

17.03 The personnel file shall only contain items relating to work performance, discipline, and routine financial or personnel data. All entries relating to work performance and discipline are to be signed and dated by the employee.

17.04 If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request that the Administration investigate the current status of the information within a reasonable time of receiving the request. The Administration must make a reasonable investigation to determine if the disputed information applies with the provision of law.

- 17.05 Said employee shall have the right to add rebuttal to any derogatory material placed in the file. If dissatisfied with the results of the administration's investigation, the employee may challenge the accuracy or appropriateness of any materials through the grievance procedure.
- 17.06 The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.
- 17.07 An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. The employee may review his/her file during this time and shall be given the opportunity to be present when his/her file is viewed.

ARTICLE XVIII – EVALUATION

18.01 Purpose

- A. To assess an employee's job performance.
- B. To help the employee to achieve greater effectiveness in performance of the job assignment.
- C. To constitute the basis for personnel decisions including transfers, reassignments, continuing contract status, or contract non-renewal or termination.
- D. Every employee, full or part-time, will be given one (1) formal evaluation by May 1 of each contract year.

18.02 Observations and evaluations may be conducted for all employees at the discretion of the administration.

18.03 Evaluations will be conducted as follows:

- A. By members of the administrative staff under the direction of the Superintendent.
- B. Reported on a form (See Appendix G) approved by the Board.
- C. New employees will be counseled on the evaluation form, and the evaluation procedure prior to the formal evaluation, or during the orientation day as part of the agenda.
- D. Each formal evaluation, as described in A, above, will be followed within five (5) work days by a conference between evaluator and the employee to discuss the results of the evaluation which must be done in private.

- E. The employee shall sign and date the evaluation and retain one (1) copy. The signature does not necessarily indicate agreement with the evaluation, only that he or she read it.
 - F. The employee may submit a rebuttal to the evaluation and have it attached to the evaluation form.
- 18.04 A bargaining unit member shall be evaluated by their immediate supervisor. In order to be evaluated by an immediate supervisor, the supervisor must have supervised the employee for a minimum of ninety (90) days. In the event the Supervisor leaves the District or is incapacitated in any way, or has less than ninety (90) days of Supervision, the employees shall be evaluated for that year by either the building principal in the building in which they perform the majority of their duties or by the Superintendent.

ARTICLE XIX – EMPLOYEE MANAGEMENT FORUM

- 19.01 A. The Association President and no more than three (3) other representatives of the Association appointed by the Association President shall serve on an Advisory Council to meet with the Superintendent and three (3) administrative representatives appointed by the Superintendent. The Council shall meet monthly at a mutually agreed time and place (October through April). Additional meetings may be scheduled as deemed necessary by the members of the Council.
- B. The purpose of the Council will be to review and discuss current concerns and problems. This Council shall not make changes in Board policy nor will it consider subjects which are mandatory subjects of bargaining according to the contract or ORC Chapter 4117.
- C. The agenda will be developed jointly by the Association President and the Superintendent, and one (1) member of the committee shall be responsible to make a record of any decisions reached by the Council. Copies of this record shall be provided to both the Superintendent and the Association President prior to the next meeting.

ARTICLE XX – WORKING CONDITIONS

- 20.01 The Board of Education agrees to make every effort:
- A. To comply with OSHA standards;
 - B. To provide training on all equipment; and
 - C. To establish with the WSSS a Safety Committee.

- 20.02 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.
- 20.03 A bargaining unit member shall be evaluated by only one (1) supervisor, said supervisor to be designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member.
- 20.04 In the absence of a principal, or designee, bargaining unit members shall not be held accountable or made responsible for the supervision of the building.
- 20.05 In the event the kitchen is being used during off hours, the following shall apply to ensure the safety of those using the kitchen and the proper use of the equipment:
- A. A cafeteria worker must be present for up to four (4) hours;
 - B. The cafeteria workers must be given at least two (2) days notice prior to the use of the kitchen to ensure coverage of the work assignment;
 - C. The member accepting the work assignment shall be paid through the District at the hourly rate of pay for which he/she is compensated regularly; and
 - D. Such time is voluntary and shall not be counted toward overtime.
- 20.06 The employer shall provide without cost to the bargaining unit member the following:
- A. Approved first aid kits and safety materials in all work areas. Playground monitors and Crossing Guards shall be entitled to walkie-talkies and safety vests.

Current first aid kits will be checked, updated and replaced by August 30, 2019. Thereafter, first aid kits and safety materials in all work areas will be checked on an annual basis.
 - B. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices.
 - C. Reimbursement for the cost of licenses/certificates or the renewal of licenses required for the bargaining unit member to perform his/her job or position.
 - D. A bargaining unit member shall not be asked or expected to perform duties which are prohibited by law.
 - E. Pursuant to the Fair Labor Standards Act, employees must be paid for all hours worked; therefore, bargaining unit members shall be required to document start and end times through the use of a Board-provided time clock system/software or

written time sheets, whichever is applicable. Administration will meet with Association representatives to provide input as to the details of the use.

- F. The Board will reimburse transportation, up to a maximum of one hundred dollars (\$100) per contract, for footwear and/or fall/winter/spring coats applicable to the job classification.

The Board will reimburse each classification for custodial/cleaning and maintenance and cafeteria employees, up to a maximum of one hundred dollars (\$100) per year, for job clothing/footwear applicable to the job classification (e.g. pants, footwear, etc.).

- 20.07 All work rules presently in effect and to be established by the employer shall be reduced to writing and communicated to all employees and the Association.

20.08 Transportation Reimbursement

Bargaining unit members, who have regular assignments in more than one (1) job site or by nature of their assignment are required to travel during their regular day, shall be reimbursed at the IRS rate per mile. Mileage will be measured daily from the first job site to the final job site.

Bargaining unit members shall submit semiannual statements to the Treasurer detailing their travel. Payments shall be paid twice a year at the end of each semester.

- 20.09 All employees of the Board of Education are protected under the State Workers' Compensation Act, in cases of injury or death incurred in the course of, or arising out of, their employment. Any injury incurred while performing assigned responsibilities shall be reported immediately to the injured employee's supervisor or other designated representative.

- 20.10 Any bargaining unit member, who is called out, shall be paid a minimum of one (1) hour "call-out" time at time and one-half.

- 20.11 Bargaining unit members who are required to perform services during in-service days shall be paid their days wages plus one and one-half (1 ½) times their normal hourly rate.

ARTICLE XXI – EMPLOYEE MEETINGS

- 21.01 Mandated employee meetings shall be conducted if possible during working hours and whenever possible at the Board of Education's facilities. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours, the employer may extend the employee's work schedule for the duration of the meeting beyond the employee's regularly scheduled workday. Employees attending mandated meetings beyond the scheduled workday shall be compensated pursuant to the Fair Labor Standards Act.

Classified employees will be required to attend the Orientation meeting the day before school begins and shall be compensated at their normal pay rate for hours in attendance.

Any professional development that is required through electronic websites such as Public School Works will be done on the Orientation Day. If not completed on Orientation Day, professional development courses can be completed on conference days when students are not in school and employees will be compensated at their regular hourly rate of pay and will be noted on employee time sheets. If any employee is unable to complete the professional development courses due to school still being in session, he/she will be compensated for completing the professional development courses outside of the contractual workday for up to four (4) hours for existing employees and up to six (6) hours for new employees for the 2019-2020 school year, up to three (3) hours for existing employees and up to six (6) hours for new employees for the 2020-2021 school year, and up to two (2) hours for existing employees and up to six (6) hours for new employees for the 2021-2022 school year. Electronic professional development will be completed by the last student day of each school year.

ARTICLE XXII – COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

- 22.01 If complaints are made to any Administrator against any employee, it is the responsibility of the Administration to inform the employee and, if warranted, to investigate such charges. Charges or complaints that are made anonymously will be disregarded unless the complaint constitutes a violation of law, is a matter of mandated reporting, or is an allegation of harassment subject to Board Policy. It is also the Administration's responsibility to protect the employee through the following procedural steps:
- A. Within ten (10) workdays of the complaint, the employee shall be informed of the nature of the complaint and given the opportunity to provide information relevant to the investigation. The Administration reserves the right to determine when the employee will be interviewed in connection with the investigation.
 - B. Upon completion of the investigation, if the Administrator finds cause to reduce his finding to writing, within ten (10) workdays, he /she shall submit them to the employee and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed.
 - C. If the employee is not satisfied with the written findings of the investigation, he/she shall have the right to appeal to and have a conference with the Superintendent.
 - D. If the employee is not satisfied with the results of the Superintendent's appeal, he/she will have the right to an appeal to and a conference with the Board of Education.

- E. At each level of these meetings, the employee may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.
- F. Any complaint that may result in discipline shall be subject to Article 14 which shall supersede the provisions set forth here.

ARTICLE XXIII – DISPENSING MEDICATIONS

23.01 These procedures are to be followed when dispensing medication to students:

- A. All medications, in the container in which it was originally dispensed, and to be stored in a single locked storage cabinet. However, drugs which require refrigeration may be stored in a refrigerator in a place not commonly used by students.
- B. Copies of the parents request to dispense the medication as well as the physician's statement indicating dosages, special instructions and possible adverse reactions are to be secured with the medication.
- C. The School Nurse is responsible for dispensing the medications to students during his/her presence in the school building.
- D.
 1. If medication is scheduled at a time when the School Nurse is not present in the building, the School Nurse shall place all medications in the appropriate dosages in secure containers with the student's name and time of dispensing clearly indicated thereon. Each secure container shall be kept in the locked storage cabinet or refrigerator and secured to the container in which it was originally dispensed. The School Nurse is expected to verbally or in writing provide instructions to the person(s) designated to dispense the medication to ensure proper dispensation of the medications consistent with the most recent written instructions of the physician.
 2. The person(s) designated by the Principal to dispense medications to students shall dispense the medication, as secured and instructed by the School Nurse, to the student at the proper time.
 3. At any time the medications to be dispensed have not been previously placed in secure containers by the School Nurse prior to his/her absence, the person(s) designated by the principal may dispense the medications to a student from its original container following the most recent written instructions of the physician.
- E. Under no circumstances are persons employed by the Wellington Exempted Village School District permitted to dispense and/or administer any medication to

any student other than those medications authorized under and consistent with this Article and ORC §3313.713. (Copy in Appendix J.)

- F. Each person designated by the principal to dispense medication shall be instructed to familiarize themselves with ORC §3313.713 and this Article and shall receive the necessary training to administer medications at Board expense.
- G. All persons newly-designated to dispense medications shall be given copies of this Article and such instructions as may be necessary to ensure the proper dispensation of medications to students.
- H. Persons who dispense medication to students cannot be held liable in damages for dispensing or failing to dispense medication unless they act in a manner which constitutes gross negligence or wanton and reckless misconduct. This qualified immunity only exists when such medication is dispensed in accordance with the physician's most recent instructions.

ARTICLE XXIV – PROBATIONARY PERIOD

- 24.01 Employees shall be subject to a probationary period of 24 months concurrent with the contract schedule set forth in ORC §3319.081. During the probationary period, an employee may be released by written notice from the Superintendent with carbon copy to the WSSS President.
- 24.02 A classified employee changing classifications or class within a classification shall be subject to a forty-five (45) workday probationary status in the new classification. During this probationary period, the Administration and/or employee may initiate a transfer to his/her previously held position. During this probationary period, the Administration shall not be required to post the employee's previously-held position.

ARTICLE XXV – NEW FAMILY MEDICAL LEAVE ACT

- 25.01 The District will follow current FMLA language as written or amended.

ARTICLE XXVI – SEVERABILITY

- 26.01 This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in ORC §4117.10), and all policies, rules, and regulations of the Employer which conflict with specific provisions. However, should the State Employment Relations Board, or any court of competent jurisdiction, determine after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the contract shall remain in full force and effect.

26.02 The parties shall institute negotiations after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the Contract supplement procedure shall be utilized to resolve the dispute.

ARTICLE XXVII – WORK YEAR, WORK WEEK, WORKDAY

27.01 The work year means the number of workdays in a fiscal year (July 1st – June 30th).

27.02 The work week for purposes of the FLSA begins 12:00 a.m. Monday through 11:59 p.m. Sunday.

27.03 All employees who work more than three and one-half (3 ½) hours shall be entitled to a duty-free lunch period of at least thirty (30) minutes. The lunch period shall be without compensation.

27.04 The workday for each classification is as follows:

A. Paraprofessionals:

1. Paraprofessional, Library Technician, Alternative Learning Classroom

Student school day hours plus five (5) minutes before and five (5) minutes after, or as required, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, plus holidays. Library technicians shall have two (2) days prior to the first scheduled student day to set up the libraries. For Paraprofessional and ALC, one five (5) hour day scheduled prior to the first teacher in-service day to set-up classroom, etc., if needed. The Library shall be open for students the first day of school.

B. Transportation:

1. Bus Driver

Bus drivers shall be paid four and one-half (4-1/2) hours per day, or as required for the driver's assigned route with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, based on the school serviced, plus holidays. Only bus drivers that are assigned a route will be guaranteed the hours per day.

Thirty (30) minutes per workday shall be added to the base salary for the following driver responsibilities on a daily basis as needed.

- a. Fueling the bus.
- b. Cleaning the bus.
- c. The filling out of trip sheets.
- d. Log of student behavior, if needed.
- e. The filling out and updating of route sheets.
- f. The filling out of conduct forms.
- g. The filling out of time sheets.
- h. Selection meetings for extra bus trips.

2. Bus Aide

Four (4) hours per day, or as required for the assigned route, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, based on the school serviced, plus holidays.

3. Transportation Coordinator

Five (5) hours per day, or as required for the drivers' assigned routes, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, plus holidays. Additionally, fifteen (15) hours per month during the school year will accrue to be utilized for additional coordinator duties as approved by the Superintendent. There will be an additional three (3) days prior to the students' calendar and an additional two (2) days at the end of the students' calendar for coordinator duties to prepare for the school year and wrap up the school year. Additional hours over the summer for bus maintenance scheduling and coordinator duties as needed. For purposes of Article 8, the Transportation Coordinator shall be eligible for benefits pursuant to 8.01(A).

C. Cafeteria:

1. Head Cook

Seven (7) hours per day, or as required, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, plus holidays. One five (5) hour day scheduled prior to the start of school to set up cafeteria.

2. Helpers, Cashiers

Hours per day as required to complete each job function with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, plus holidays. One five (5) hour day scheduled prior to the start of school to set up cafeteria.

3. Monitors (Cafeteria, Playground)

Two and one-half (2-1/2) hours or as determined by school lunch schedules, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, plus holidays.

4. There shall be one (1) day scheduled at the beginning of the year for meetings and training as determined by the cafeteria supervisor.

D. Facilities:

Cleaner, Custodian, Head Custodian, Maintenance Worker, Building & Grounds Keeper

Eight (8) hours per day, or as required, with a work year of two hundred sixty (260) days, and holidays.

E. Secretaries:

School, High School Guidance, Student Services

Seven and one-half (7-1/2) hours per day, with a work year of the students' calendar plus training and meeting days as determined by the supervisor not to exceed four (4) days per year, teacher in-service days, and parent/teacher days, plus ten (10) holidays. Extended days: High school guidance and main secretary, twelve (12) before the first scheduled teacher day and twelve (12) after the end of the last scheduled teacher day; middle school, elementary school and student services, ten (10) before the first scheduled teacher day and ten (10) after the end of the last scheduled teacher day, all at seven (7) hours per day. Extended days are not to begin before August 1 or end after June 30.

F. Exceptions to the above work year and workdays are as follows:

1. Bus Driver, Bus Aides, and Paraprofessional Aides stationed at Murray Ridge School and other Schools shall work the calendar of student days at the school(s) for which they are transporting/reporting plus training and meeting days as determined by the supervisor not to exceed four (4) days per year. In the event the driver does not wish to work beyond Wellington's student calendar, the driver shall inform the Transportation

Coordinator of such two (2) weeks prior to Wellington's last student day and the rest of the route shall be bid out among the drivers as outline in Article 9.04(B). If no drivers pick up the routes, then the original driver shall work the route.

2. Variations from the Wellington School Calendar shall be noted on an individual employee's time sheet.

G. Holidays are those days outlined in Article 11.04.

27.05 Secretaries will not be required to contact substitutes unless there is no other viable alternative.

27.06 A lawn mowing and/or snow removal service may be utilized at the Superintendent's discretion.

ARTICLE XXVIII – HEAD CUSTODIANS

28.01 These positions will be offered to the most qualified custodian in the district if that custodian can meet the requirements stated in the job description.

Determination for qualifications will be made by assessment of building maintenance standards, work record, and work experience.

28.02 Custodial Overtime

Overtime within a building shall be offered to employees in the following order of classifications:

1. Head Custodian
2. Custodian
3. Cleaner

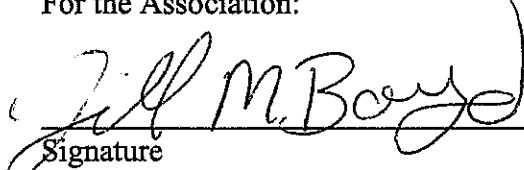
Should no employee in the building want the overtime, available employees from other buildings may be requested to fulfill the assignment based on the following order of classifications and seniority within the classifications:

1. Head Custodian
2. Custodian
3. Maintenance
4. Cleaner

ARTICLE XXIX – DURATION

This Agreement shall remain in effect from July 1, 2022 through June 30, 2025, unless altered or extended as provided herein.

For the Association:



Signature

3-30-23
Date

For the Board:



Signature

3-30-2023
Date

APPENDIX A

SALARY SCHEDULES

<u>Classification</u>	<u>Page</u>
Aide	52
Buildings & Grounds Keeper	49
Bus Driver	52
Cafeteria Helper	47
Cafeteria Monitor	48
Cleaner	48
Custodian	49
Head Cook	47
Head Custodian	49
Latchkey Assistant	50
Paraprofessional	51
Secretary	51
Skilled Maintenance	50

HEAD COOK

	2022-2023	2023-2024	2024-2025
0	\$15.75	\$16.10	\$16.47
1	\$16.12	\$16.48	\$16.85
2	\$16.46	\$16.83	\$17.21
3	\$16.82	\$17.20	\$17.59
4	\$17.17	\$17.56	\$17.95
5	\$17.56	\$17.96	\$18.36
6	\$17.69	\$18.09	\$18.50
7	\$17.89	\$18.29	\$18.70
8	\$18.07	\$18.48	\$18.89
10	\$18.24	\$18.65	\$19.07
15	\$18.41	\$18.82	\$19.25
20	\$18.59	\$19.01	\$19.44
25	\$18.79	\$19.21	\$19.65

CAFETERIA HELPER

	2022-2023	2023-2024	2024-2025
0	\$13.29	\$13.59	\$13.89
1	\$13.58	\$13.89	\$14.20
2	\$13.84	\$14.15	\$14.47
3	\$14.10	\$14.42	\$14.74
4	\$14.36	\$14.68	\$15.01
5	\$14.64	\$14.97	\$15.31
6	\$14.82	\$15.15	\$15.49
7	\$14.96	\$15.30	\$15.64
8	\$15.17	\$15.51	\$15.86
10	\$15.34	\$15.69	\$16.04
15	\$15.53	\$15.88	\$16.24
20	\$15.69	\$16.04	\$16.40
25	\$15.86	\$16.22	\$16.58

CAFETERIA MONITOR

	2022-2023	2023-2024	2024-2025
0	\$13.29	\$13.59	\$13.89
1	\$13.58	\$13.89	\$14.20
2	\$13.84	\$14.15	\$14.47
3	\$14.10	\$14.42	\$14.74
4	\$14.36	\$14.68	\$15.01
5	\$14.64	\$14.97	\$15.31
6	\$14.82	\$15.15	\$15.49
7	\$14.96	\$15.30	\$15.64
8	\$15.17	\$15.51	\$15.86
10	\$15.34	\$15.69	\$16.04
15	\$15.53	\$15.88	\$16.24
20	\$15.69	\$16.04	\$16.40
25	\$15.86	\$16.22	\$16.58

CLEANER

	2022-2023	2023-2024	2024-2025
0	\$13.47	\$13.77	\$14.08
1	\$13.76	\$14.07	\$14.39
2	\$14.02	\$14.34	\$14.66
3	\$14.28	\$14.60	\$14.93
4	\$14.54	\$14.87	\$15.20
5	\$14.82	\$15.15	\$15.49
6	\$15.00	\$15.34	\$15.68
7	\$15.14	\$15.48	\$15.83
8	\$15.35	\$15.70	\$16.05
10	\$15.52	\$15.87	\$16.23
15	\$15.71	\$16.06	\$16.42
20	\$15.87	\$16.23	\$16.59
25	\$16.04	\$16.40	\$16.77

HEAD CUSTODIAN

	2022-2023	2023-2024	2024-2025
0	\$17.95	\$18.35	\$18.77
1	\$18.21	\$18.62	\$19.04
2	\$18.47	\$18.89	\$19.31
3	\$18.76	\$19.18	\$19.61
4	\$19.01	\$19.44	\$19.88
5	\$19.28	\$19.71	\$20.16
6	\$19.56	\$20.00	\$20.45
7	\$19.83	\$20.28	\$20.73
8	\$20.10	\$20.55	\$21.01
10	\$20.37	\$20.83	\$21.30
15	\$20.74	\$21.21	\$21.68
20	\$21.10	\$21.57	\$22.06
25	\$21.45	\$21.93	\$22.43

CUSTODIAN

BUILDINGS & GROUNDS KEEPER

	2022-2023	2023-2024	2024-2025
0	\$16.78	\$17.16	\$17.54
1	\$16.84	\$17.22	\$17.61
2	\$17.11	\$17.49	\$17.89
3	\$17.39	\$17.78	\$18.18
4	\$17.65	\$18.05	\$18.45
5	\$17.92	\$18.32	\$18.74
6	\$18.18	\$18.59	\$19.01
7	\$18.46	\$18.88	\$19.30
8	\$18.71	\$19.13	\$19.56
10	\$18.98	\$19.41	\$19.84
15	\$19.34	\$19.78	\$20.22
20	\$19.71	\$20.15	\$20.61
25	\$20.04	\$20.49	\$20.95

SKILLED MAINTENANCE

	2022-2023	2023-2024	2024-2025
0	\$21.01	\$21.48	\$21.97
1	\$21.51	\$21.99	\$22.49
2	\$22.01	\$22.51	\$23.01
3	\$22.51	\$23.02	\$23.53
4	\$23.02	\$23.54	\$24.07
5	\$23.52	\$24.05	\$24.59
6	\$24.02	\$24.56	\$25.11
7	\$24.52	\$25.07	\$25.64
8	\$25.03	\$25.59	\$26.17
10	\$25.53	\$26.10	\$26.69
15	\$26.03	\$26.62	\$27.21
20	\$26.53	\$27.13	\$27.74
25	\$27.03	\$27.64	\$28.26
30	\$27.54	\$28.16	\$28.79

LATCHKEY ASSISTANT

	2022-2023	2023-2024	2024-2025
0	\$12.72	\$13.01	\$13.30
1	\$13.01	\$13.30	\$13.60
2	\$13.27	\$13.57	\$13.87
3	\$13.53	\$13.83	\$14.14
4	\$13.79	\$14.10	\$14.42
5	\$14.07	\$14.38	\$14.71
6	\$14.25	\$14.57	\$14.90
7	\$14.39	\$14.72	\$15.05
8	\$14.60	\$14.92	\$15.26
10	\$14.77	\$15.10	\$15.44
15	\$14.96	\$15.30	\$15.64
20	\$15.12	\$15.46	\$15.80
25	\$15.29	\$15.63	\$15.99

PARAPROFESSIONAL

	2022-2023	2023-2024	2024-2025
0	\$14.45	\$14.78	\$15.11
1	\$14.82	\$15.15	\$15.49
2	\$15.16	\$15.50	\$15.85
3	\$15.52	\$15.87	\$16.23
4	\$15.87	\$16.23	\$16.59
5	\$16.26	\$16.63	\$17.00
6	\$16.39	\$16.76	\$17.14
7	\$16.59	\$16.96	\$17.34
8	\$16.77	\$17.15	\$17.53
10	\$16.94	\$17.32	\$17.71
15	\$17.11	\$17.49	\$17.89
20	\$17.29	\$17.68	\$18.08
25	\$17.49	\$17.88	\$18.29

SECRETARY

	2022-2023	2023-2024	2024-2025
0	\$16.36	\$16.73	\$17.10
1	\$16.87	\$17.25	\$17.64
2	\$17.40	\$17.79	\$18.19
3	\$17.77	\$18.17	\$18.58
4	\$18.38	\$18.79	\$19.22
5	\$18.87	\$19.29	\$19.73
6	\$19.38	\$19.82	\$20.26
7	\$19.89	\$20.34	\$20.80
8	\$20.41	\$20.87	\$21.34
10	\$20.92	\$21.39	\$21.87
15	\$21.42	\$21.90	\$22.39
20	\$21.93	\$22.42	\$22.93
25	\$22.35	\$22.85	\$23.37

AIDE	2022-2023	2023-2024	2024-2025
0	\$13.78	\$14.09	\$14.41
1	\$14.09	\$14.41	\$14.73
2	\$14.39	\$14.71	\$15.04
3	\$14.71	\$15.04	\$15.38
4	\$15.02	\$15.36	\$15.70
5	\$15.33	\$15.67	\$16.03
6	\$15.50	\$15.85	\$16.21
7	\$15.68	\$16.03	\$16.39
8	\$15.87	\$16.23	\$16.59
10	\$16.04	\$16.40	\$16.77
15	\$16.22	\$16.58	\$16.96
20	\$16.39	\$16.76	\$17.14
25	\$16.57	\$16.94	\$17.32

BUS DRIVER	2022-2023	2023-2024	2024-2025
0	\$17.87	\$18.27	\$18.68
1	\$18.24	\$18.65	\$19.07
2	\$18.58	\$19.00	\$19.43
3	\$18.94	\$19.37	\$19.80
4	\$19.29	\$19.72	\$20.17
5	\$19.68	\$20.12	\$20.58
6	\$19.81	\$20.26	\$20.71
7	\$20.01	\$20.46	\$20.92
8	\$20.19	\$20.64	\$21.11
10	\$20.36	\$20.82	\$21.29
15	\$20.53	\$20.99	\$21.46
20	\$20.71	\$21.18	\$21.65
25	\$20.91	\$21.38	\$21.86

ARTICLE XXV – FAIR SHARE FEE

Until the *Janus v. AFSCME* Supreme Court Ruling has been overturned in its entirety, it has been agreed that this Article of the negotiated agreement shall be removed and placed in Appendix B as a suspended provision of the collective bargaining agreement. The parties, however, agree that if the *Janus* decision is overturned prior to the expiration of the successor contract ending July 31, 2028, the parties will reinstate Article 25 – Fair Share Fee as it existed in the 2016-2019 contract. Additionally, to the degree that *Janus* is modified, the applicability of a modification shall be discussed through the mid-term process set forth in Section 3.07.

- 25.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the classified employee's association, a fair share fee for the Association's representation of such non-members during the term of this Contract. 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.
- 25.02 Notice of the amount of annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- 25.03 Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
- 25.04 The Treasurer of the Board shall, upon notification from the Association 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.
- 25.05 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 25.06 The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC §4117.09(C) 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 and the Constitutions of the United States and the State of Ohio.

- 25.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 25.08 The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 - B. The Association shall reserve the right to designate counsel to represent and defend the employee.
 - C. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 25.09
- A. All new employees shall be required to participate or pay the agency fee.
 - B. All bargaining unit members who have previously held membership in the WSSS Union shall be required to join or pay the agency fee.
 - C. All bargaining unit members who have not previously held WSSS Union membership shall not be required to pay an agency fee.

**WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT
BUS DRIVER**

SUBSTANCE ABUSE POLICY

I. BACKGROUND

The abusive use of drugs, alcohol, prescription medications and controlled substances is a major social problem in the United States that has permeated all aspects of American society including the workplace. In addition to the personal and family problems inherent with substance abuse, our economy and individual businesses suffer from lost productivity quality and safety.

Wellington Exempted Village School District feels a strong responsibility to its citizens, the general public, and employees to focus on the problem of personnel substance abuse. As the Wellington Exempted Village School District recognizes the importance of maintaining public safety, operational efficiency and service, and when an element such as substance abuse threatens these objectives, we must take the necessary action to deter the threat.

II. OBJECTIVE

The policy establishes the appropriate directions of substance abuse situations recognizing our responsibility in the area of job safety, operational efficiency and service and public safety. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of this national problem; particularly when the problem concerns our employees.

III. APPLICABILITY

A. Employees

1. This policy applies to all employees in safety sensitive classifications, including school bus drivers of the Wellington Exempted Village School District.

B. Substances

1. Examples of substances generally considered to be substances subject to abuse and covered by this policy are:
 2. Marijuana metabolites
 3. Amphetamines
 4. Cocaine metabolites
 5. Opiate metabolites

6. Phencyclidine
7. Alcohol

IV. POLICY

The Wellington Exempted Village School District will utilize testing as a means of detecting substance abuse in the workplace and will control this situation by follow-up action. **ALCOHOL AND DRUG ABUSE WILL NOT BE TOLERATED IN THE WORKPLACE AND ITS PRESENCE MAY RESULT IN THE TERMINATION OF AN EMPLOYEE.** Testing can occur during a period physical examination, systematic random testing without notice, or as a result of observations of an individual's performance on the job which reveal a "reasonable basis to believe" he/she is under the influence of a controlled substance(s) and/or alcohol. All applicants being considered for employment with the Wellington Exempted Village School District will, as part of their pre-employment physical, undergo substance abuse testing.

V. PRE-EMPLOYMENT TESTS

- A. Tests will be administered before an employee performs any safety-sensitive functions for the employer.
- B. The tests will be required of an applicant only after he/she has been offered a position. Employment with the Wellington Exempted Village School District is conditional upon the applicant receiving a negative alcohol and drug test result.
- C. Exceptions may be made if the employee has had an alcohol test administered in accordance with federal regulations within the previous six months and the School District insures that no prior employer of whom the School District has knowledge has records showing a violation of the alcohol use rules within the past six months.
- D. An employee also may be exempt from the pre-employment drug test if he has participated in a drug testing program with thirty (30) days prior to the application for employment and while participating in the program either in a random drug testing program in the previous twelve (12) months, provided that the School District has been able to make all verifications required by law.

VI. PERIODIC EMPLOYMENT TESTING

- A. Some employees will be required to undergo periodic substance abuse tests as part of a recurrent physical examination. Employees who are not required to submit to a yearly physical examination may, nevertheless, be required to submit to a periodic substance test and physical every two (2) years.
- B. Individuals subject to a periodic employment testing will be given a written notice of such test at least twenty-four (24) hours prior to the administration of the test. The individual is required to sign for this notice. Where an employee is properly

provided notice of the test but elects to take the examination prior to the passage of twenty-four (24) hours, and tests positive, will have the opportunity of rehabilitation.

- C. In the case of required physical examinations (due to medical leave of thirty days or more), and the Wellington Exempted Village School District is unable to provide at least twenty-four (24) hours written notice prior to the physical examination, the individual shall nonetheless be required to take the physical examination, with a substance test.
- D. In cases where an employee is using medication prescribed by a physician, that person has an affirmative responsibility to advise the physician of the nature of their job responsibilities and duties (see Exhibit A). If the physician advises that any impairment may be involved by taking the medication, the individual must advise the Wellington Exempted Village School District of the impairment before returning to his or her position.
- E. Each local clinic or doctor administering physicals to employees shall administer the drug test (urinalysis) as outlined in the procedural check list (Appendix II).
- F. Voluntary request for assistance as described in Section IX can only be made prior to a test. The Wellington Exempted Village School District reserves the right to determine whether an employee should be provided rehabilitation or disciplinary action (suspension and termination) based upon a positive test.

VII. POST-ACCIDENT TESTS

- A. Alcohol and controlled substance tests will be conducted in the time limits imposed by the federal regulations for commercial driver's license after an accident on any driver who:
 - 1. Was performing safety-sensitive functions with respect to the vehicle if the accident involved loss of human life.
 - 2. Received a citation under state or local law for a moving traffic violation arising from the accident.
- B. No employee involved in an accident may use alcohol for eight (8) hours after the accident or until after he/she undergoes a post-accident alcohol test, whichever occurs first.
- C. If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours after the accident, the School District will prepare and maintain records explaining why the test was not conducted.
- D. Tests conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided that conform to applicable legal

requirements and are obtained by the School District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

- E. Before any driver operates a commercial motor vehicle, the School District will provide him with post-accident procedures that will make it possible to comply with post-accident testing requirements.

VIII. PERIODIC TESTING WITHOUT NOTICE

- A. All employees are subject to periodic drug testing without notice. If an employee refuses to take the drug test, the employee may be subject to discharge or suspension at the discretion of the School District.
- B. Tests will be conducted on a random basis at unannounced times throughout the year. Random tests for alcohol will be conducted just before, during or just after the performance of safety-sensitive functions. Random tests for drugs do not have to be conducted in immediate time proximity to performing safety-sensitive functions. Once notified of selection for drug testing, a driver must proceed to a collection site to provide a urine specimen.
- C. Employees will be selected by a scientifically valid random process, and each employee will have an equal chance of being tested each time selections are made. The number of employees selected for random testing will be in accordance with federal regulations concerning commercial driver's license.

IX. VOLUNTARY REQUEST FOR ASSISTANCE

We have an obligation to our employees and citizens to assure that the problem of substance abuse is controlled in our workplace. Part of that responsibility is to provide assistance to those employees who recognize they have a substance abuse problem, but also know they need help and support to solve it.

Employees may voluntarily request assistance from the School District in solving a substance abuse problem at any time prior to a test being administered in accordance with the above provisions without fear of immediate termination as set forth in this policy. Such request should normally be directed to the Superintendent of Schools in complete confidentiality.

Sick leave or unpaid leaves of absence to correct a substance abuse situation may be granted in conjunction with request for assistance. Such sick leave or unpaid leave will be consistent with Ohio law and the Federal Family Medical Leave Act.

After assistance has been requested, granted and received, if not completed, the provisions of this section exempting individuals receiving assistance from termination will no longer apply.

X. REASONABLE CAUSE TESTING

- A. In cases in which an individual is observed acting in an abnormal manner and where there exists a “reasonable cause to believe” that the individual is under the influence of controlled substances and/or alcohol, the School District may require the person to go to a medical facility to provide urine specimens for Laboratory testing. Under normal circumstances, a “reasonable cause to believe” observation should be made directly by a School District administrative or supervisory employee.
- B. An employee who is required to undergo “reasonable cause to believe” testing must be accompanied by a School District representative to the local clinic or medical facility.
- C. Tests must be conducted when a properly trained supervisor or school official has reasonable suspicion that the employee has violated the School District’s alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver’s appearance, behavior, speech or body odors. The observations may include indications of chronic and withdrawal effects of controlled substances.
- D. Alcohol tests will be authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the workday when the driver must comply with alcohol prohibitions. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the School District will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests will terminate after eight hours.
- E. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.
- F. A supervisor or school official who makes a finding of reasonable suspicion also must make a written record of his observations leading to a reasonable suspicion drug test within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
- G. “Reasonable Cause” Test Procedure
 - 1. “Reasonable cause to believe” tests shall consist of the laboratory analysis or urine specimens. Such analysis must be made by a NIDA certified laboratory.
 - 2. Urine specimens will be drawn by appropriate medical personnel.
 - 3. At the time the specimens are taken, the individual to be tested shall be given a copy of the specimen collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of

the test results to the Superintendent of Schools. Refusal to sign the consent form or to provide a specimen will subject the individual in question to disciplinary actions up to and including discharge.

4. The urine specimen should then be collected in accordance with the procedure set forth in Appendix I. The urine specimen shall then be placed in the transportation container.
5. The transportation container shall then be sealed in the individual's presence and initialed by the tested individual. The container should then be sent on that day or the next normal business day via air courier or other available means to a NIDA certified laboratory.

NOTE: The key to protecting all parties to the testing process is strict maintenance of the chain of possession. Such requires the immediate labeling and initialing of the specimen in the presence of the tested individual. If each container is received at the Laboratory in an undamaged condition with properly sealed, labeled, and initialed specimens, as certified by the laboratory, appropriate action may be taken based upon properly-obtained laboratory results.

XI. APPROPRIATE ACTION IN SITUATIONS OF SUBSTANCE ABUSE

The Wellington Exempted Village School District recognizes the serious consequences of a dismissal/termination of an individual. However, the exposure of co-employees and/or the general public to injury or death by a substance abuser may warrant such action. The Wellington Exempted Village School District is acutely aware of its responsibility in this area. Employees must also be mindful of their responsibility to approach the performance of their jobs free of drugs or alcohol.

If an employee tests positive to a substance abuse test, he or she will be afforded the opportunity to attend a rehabilitation program at the employee's expense or the employer's if provided by health coverage program. Rehabilitation must be completed to the satisfaction of the physician in charge of the rehabilitation program.

Medical leave of absence will be granted at least twice in the event of substance abuse. Said leaves of absence shall be paid or unpaid, depending upon the employee's availability of accrued sick leave. The granting of such leave of absence shall not apply to employees convicted of a criminal drug or alcohol offense.

After satisfactorily completing a prescribed period of rehabilitation, the employee will be put back to work following a negative drug test. Said employee may be tested at least six (6) times during the following twelve (12) month period without notification. Any employee testing positive following rehabilitation will be subject to appropriate disciplinary action.

XII. RETURN TO DUTY TESTS

- A. A drug or alcohol test will be conducted when an employee who has violated the School District's drug or alcohol prohibition returns to performing safety-sensitive duties.
- B. Employees whose conduct involved misuse of drugs may not return to duty in a safety-sensitive function until the return to duty drug test produces a verified negative result.
- C. Employees whose conduct involved alcohol may not return to duty in a safety-sensitive function until the return to duty alcohol test produces a verified result that meets federal and School District standards.

XIII. FOLLOW-UP TESTS

An employee who violates the District's drug and alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing will be conducted just before, during or just after the time when the employee is performing safety sensitive functions.

XIV. RECORDS

Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee will receive copies of any records pertaining to his use of drugs or alcohol, including any records pertaining to his drug or alcohol tests. The employee will make records available to a subsequent employer or other identified persons only as expressly requested in writing.

XV. NOTIFICATIONS

- A. Each employee will receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the School District's policy and regulations for meeting these requirements. Representatives of employee organizations will be notified of the availability of this information. The information will identify:
 - 1. The person designated by the School District to answer employee questions about the materials.
 - 2. Categories of employees who are subject to the drug and alcohol testing requirements.

3. Sufficient information about the safety-sensitive functions performed by employees to make clear for what period of the workday employee compliance is required.
 4. Specific information concerning employee conduct that is prohibited.
 5. Circumstances under which an employee will be tested for drugs and/or alcohol.
 6. Procedures that will be used to test for the presence of drugs and alcohol, protect the employee and the integrity of the testing process, safeguard the validity of test results and ensure that test results are attributed to the correct employee.
 7. The requirement that an employee submit to drug and alcohol tests administered in accordance with federal regulations.
 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
 9. Consequences for employees found to have violated the drug and alcohol prohibitions including the requirement that the employee be removed immediately from safety sensitive functions and the procedures for referral, evaluation and treatment.
 10. Consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04.
 11. Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; external and internal signs and symptoms of a drug or alcohol problem, and available methods of intervening when a drug or alcohol problem is suspected including confrontation, referral to an employee assistance program and/or referral to administrative officials.
- B.
1. Each employee must sign a statement certifying that he has received a copy of the above materials.
 2. The School District will inform employees before drug and alcohol tests are performed.
 3. The School District will notify an employee of the results of a pre-employment drug test if the employee requests such results within sixty (60) calendar days of being notified of the disposition of his employment application.
 4. The School District will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are

verified positive. The School District also will tell the employee which controlled substances were verified as positive.

Employees will inform their supervisors if at any time they are using a controlled substance, which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the employee that it will not adversely affect his/her ability to safely operate a commercial motor vehicle or to work in a safety-sensitive job function.

XVI. ENFORCEMENT

- A. Any employee who refused to submit to post-accident, random, reasonable suspicion or follow-up tests will not be allowed to perform or continue to perform safety-sensitive functions.
- B. An employee who in any other way violates district prohibitions related to drugs and alcohol will receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee will be evaluated by a substance abuse professional who will determine what help, if any, the employee needs in resolving such a problem.
- C. Any substance abuse professional who determines that an employee needs assistance will not refer the employee to a private practice, person or organization in which he has a financial interest except under circumstances allowed by law.

Before the employee is returned to safety-sensitive duties, if at all, the School District must ensure that the employee:

- 1. Has been evaluated by a substance abuse professional.
- 2. Has complied with any recommended treatment.
- 3. Has taken a return-to-duty drug and alcohol test with a result indicating an alcohol concentration level of less than 0.02. I subject to unannounced follow-up drug and alcohol tests. The number and frequency of such follow-up testing will be as directed by the substance abuse professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

APPENDIX I

DRUG SCREENING REQUIREMENTS

I. PERIODIC EMPLOYMENT TESTING KITS

- A. The contents of the periodic employment testing kit shall be as follows:
1. Screw-capped, self-sealing, tamper-resistant urine collection bottle.
 2. Security seal for sealing and initialing the urine bottle.
 3. Instructions for urine collection
 4. Chain of possession form, with space for listing “current” medication(s), including prescription and non-prescription (for example, over-the-counter) medications.
 5. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- B. The chain of possession form in the urine collection kit shall be completed by the clinic personnel (or by the local employing/contracting managers for pre-employment testing) and returned to the kit before sealing the entire kit. The exterior urine collection kit shall then be secured (for example: by placing nylon-reinforcing shipping seals over the outlined tab area or sealing the flaps if so provided). If possible have the individual tested initial the nylon seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to “A” or “B” above. Alternatively, the individual to be tested shall be given a random choice of the available kits.

II. LABORATORY TEST REQUIREMENTS

A. Initial Test

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these given drugs or classes of drugs.

Initial Test Cutoff Levels (ng/ml)

Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300*

Phencyclidine	25
Amphetamines	1,000
Alcohol	.04

*25 ng/ml if immunoassay specific for free morphine.

These cutoff levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant identification of these substances at other concentrations.

B. Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than the highest standard curve value.”

Confirmatory Test Cutoff Levels (ng/ml)

Marijuana metabolites	15
Cocaine metabolites	150
Opiate metabolites	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500
Alcohol	.04

These cutoff levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant identification of the substances at other concentrations.

C. Prescription and Non-Prescription Medications

The individual tested shall note, on a form furnished by the Wellington Exempted Village School District, the use of any prescription or non-prescription medications before any test is given. The Wellington Exempted Village School District may require the individual to provide evidence that a prescription medication has been lawfully prescribed by a physician. Through the use of the above-described laboratory procedures, the laboratory will report significant presence of all prescription and non-prescription medications.

APPENDIX II

CLINIC CHECKLIST

The following instructions tell how to collect and package a urine sample for the Wellington Exempted Village School District physical. Follow each step exactly. Give the employee only the Specimen Collective Procedure sheet.

IMPORTANT: Stay in the employee's presence if possible during the entire process of taking the sample, bottling it, and packaging it for mailing. If the employee objects to a person in the room during collection, be certain the employee cannot contaminate or dilute the specimen.

RESPONSIBILITY ACTION

Doctor or Technician

1. Make sure the air courier package from the employee contains (in addition to this clinic checklist):
 - Shrink-wrapped urine collection kit.
 - Analysis report form with employee's name, age, sex, and type of test filled in.
 - Copy of notification letter (Exhibit A or N).
 - Specimen Collection Procedure sheet.

NOTE: In some cases, the air courier packages and urine collections kits will be provided directly to the local clinic by the Agency.

2. Make sure the name on the analysis report form matches the name written on the notification letter. Additional personal identification must be verified by checking the driver's license.

NOTE: If The name doesn't match, call the Superintendent of Schools and don't go on with the test, or the physical.

3. Take the shrink-wrap off the kit in front of the employee.
4. Have the employee fill out the sealing label that was inside the kit, and set the sealing label and piece of shipping tape aside.
5. Give the employee the Specimen Collection Procedure sheet.

6. Have the employee void directly into the specimen bottle from the urine collection kit, and screw on the cap from the kit.

NOTE: If possible, observe the employee give the sample.

7. If you couldn't observe the sample being given, check the capped bottle for a normal specimen color and temperature.
8. Immediately have the employee place the filled-out seal on the capped bottle so the seal sticks to both the bottle and the cap.
9. Tear off the two control number tabs at the end of the analysis report form, and stick one to the urine bottle and one to the outside of the kit.
10. Put the capped and sealed specimen bottle back in the kit.
11. Fill in the time and date of collection in the shaded area of the analysis report form, and tear off the back (pink copy) of the form for your records.
12. Fill in the Chain of Possession form that was in the kit.
13. Enclose medication form filled out by employee.
14. Put the completed Chain of Possession form and the analysis report form (yellow copy) in the kit with the specimen bottle, close the lid, and seal the kit with the shipping tape so the tape sticks to the top and front or top and one side of the kit.

NOTE: Don't worry about covering up the label name and address since the kit will be mailed in an air courier package.

15. Have the employee initial the shipping tape.

NOTE: If he refuses to initial the tape, initial it yourself and note the refusal.

16. Put the air courier Airbill in the pocket on the package, put the sealed kit inside the package, and seal up the package for mailing (only the used kit should be in the package.)
17. Call the air courier to tell them you have a pick-up.
18. Go on with the rest of the required physical.
19. When you have completed the physical, mail the Procedure Compliance letter and other papers to the Superintendent of the Wellington Exempted Village School District.

20. Mail the completed physical exam (and completed form and certificate) to the _____
_____. If the physical exam is not passed, please notify the local office by phone. The notification form, signed by a clinic representative must also be returned to the local office.

All drug scan tests will be sent to:

EXHIBIT A

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

PERIODIC EMPLOYMENT TESTING/PERIOD TESTING
WITHOUT NOTICE

(Notification/Instructions/Receipt/Release)

NOTIFICATION OF TESTING:

Name of Employee (Print)

Date of Notification

The undersigned hereby acknowledges that he or she may be periodically scheduled to take recurrent physical examinations in conjunction with their continued employment with the Wellington Exempted Village School District. This recurrent physical examination, if required, will include a urine test to determine the presence of alcohol and/or controlled substances. The undersigned hereby consents to such urine drug test and further agrees to keep a record of the use of prescription and non-prescription medications from the time of notification of the recurrent physical examination to the time of the test. The undersigned further acknowledges that he or she may be required to take a urine test for drug testing without notice. The undersigned agrees that if I am informed and am required to take a urine test for drug testing without notice, I will agree to be accompanied to the location of the drug test by an authorized representative of the company. I further agree that if I am required to take a no notice drug test, I will notify the testing lab of use of prescription and non-prescription medications.

INSTRUCTIONS FOR COLLECTION:

The urine specimen obtained in the course of the recurrent scheduled physical examination, if any, or the periodic testing without notice test will be collected in a self-sealing, screw capped container and sealed, initialed by the employee and labeled (on the Chain of Possession Form) without the urine container and kit leaving the employee's presence. The employee has an obligation to identify the urine specimen by initialing the seal label. The specimen will be sealed (and labeled by the employee) in the transportation container and sent via fastest available means to a NIDA certified laboratory.

RECEIPT:

I have received a copy of the "Periodic Employment Testing/Periodic Testing Without Notice" form which advises (a) that I may be required to take a recurrent physical examination that would include a urine test for the presence of alcohol and/or controlled substances; (b) that I may be required to take a no notice urine test for the presence of alcohol and/or controlled substances and if in the event I am required to take such test, I will agree to be accompanied to the testing location by an authorized representative of the company and (c) that in either event, I hereby agree to advise the testing facility and/or laboratory of the presence and use of prescription and non-prescription medications prior to the administration of such tests.

Date of Acknowledgement

Employee Signature

Name of Employee

Wellington Exempted Village School District

By: _____

Date: _____

RELEASE OF FINDINGS:

I, _____ (employee), hereby authorize _____
_____ (hospital/clinic) to obtain a sample of my urine to be analyzed for the
presence of alcohol and/or controlled substances. I also understand and agree that the results of
this analysis will be given to the Wellington Exempted Village School District.

Employee Signature

Date Signed

Wellington Exempted Village School District

Control Number

Clinic Representative

LISTING OF MEDICATIONS:

_____ No, I am not taking any medication(s)

Employee Signature _____

Control Number _____

_____ Yes, I am taking medication(s)

_____ List of Medication(s)

_____ Prescribing Doctor(s)

EXHIBIT B

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

REASONABLE CAUSE TO BELIEVE TESTING

(Instructions/Receipt/Release/Listing)

NOTIFICATION OF TESTING:

Name of Employee (Print)

Date of Notification

You are hereby notified that at such time as the Superintendent of Schools or his designee has reasonable cause to believe that you are under the influence of or may be affected by the presence of alcohol and/or controlled substances while on the job at the Wellington Exempted Village School District, you may be required to take an immediate no notice urine test for the purpose of determining the presence of alcohol and/or controlled substances. If you are required to take the reasonable cause to believe no notice drug test, you must notify the testing lab of use of prescription and non-prescription medications prior to the administration of the test.

INSTRUCTIONS FOR COLLECTION:

(Hospital/Clinic Personnel)

The urine specimen obtained in the course of collection will be placed in a self-sealing, screw-capped container and sealed, initialed by the employee and labeled (on the Chain of Possession form) without the urine container and kit leaving the employee's presence. The employee has an obligation to identify the urine specimen by initialing the seal label. The specimen will be sealed (and initialed by the employee) in the transportation container and sent via fastest available means to a NIDA certified laboratory.

RECEIPT:

I have received a copy of the "Reasonable Cause to Believe Testing" form which explains that I may be required to take a no notice drug test to determine the presence of alcohol and/or controlled substances which will further explain how the hospital/clinic will obtain specimens of my urine for testing.

Date of Acknowledgement

Employee Signature

Name of Employee

RELEASE OF FINDINGS:

I, _____ (employee), hereby authorize _____
_____ (hospital/clinic) to obtain a sample of my urine to be analyzed for the
presence of alcohol and/or controlled substances. I also understand and agree that the results of
this analysis will be given to the Wellington Exempted Village School District.

Employee Signature

Date Signed

Wellington Exempted Village School District

Control Number

Clinic Representative

LISTING OF MEDICATIONS:

_____ No, I am not taking any medication(s)

_____ Yes, I am taking medication(s)

_____ List of Medication(s)

_____ Prescribing Doctor(s)

PRE-EMPLOYMENT URINALYSIS

CONSENT AGREEMENT

As a condition of my Employment Application, I consent to the urine sample collection and controlled substance testing.

I understand a positive test for controlled substances based on the Urinalysis Test will medically disqualify me from employment with the Wellington Exempted Village School District.

The Medical Review Officer will maintain the results of the Urinalysis Test. Negative and positive results will be reported to the company.

My written authorization is required by the Urinalysis Test results to be given to other parties.

I have read and understand the above conditions of the Pre-Employment Urinalysis Consent Agreement.

Applicant's Name (type or print)

Applicant's Signature

Month Day Year

Witnessed By:

Wellington Exempted Village School District

Superintendent/Designee

Month Day Year

EXHIBIT C

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

SUBSTANCE ABUSE POLICY STATEMENT

The abuse of drugs, alcohol, prescription medications, and controlled substances is a major social problem in the United States.

The Wellington Exempted Village School District feels a strong responsibility to its citizens, employees and the general public to focus on the substance abuse problem.

The Wellington Exempted Village School District will utilize testing as a means of detecting substance abuse in the workplace and will control this situation by appropriate follow-up action. Alcohol and drug abuse will not be tolerated in the workplace and its presence can result in the termination of an employee or rejection of an applicant.

APPENDIX D

DATE OF INFORMAL: _____

DATE OF WRITTEN FILED: _____

GRIEVANCE NO.: **WSS** - _____
(TO BE ASSIGNED BY WSSS PRESIDENT OR GRIEVANCE COMMITTEE CHAIR)

GRIEVANCE REPORT FORM

NAME OF AGGRIEVED: _____ ASSIGNMENT: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

SIGNATURE OF AGGRIEVED: _____ DATE: _____

STEP TWO

(SUBMITTED TO ADMINISTRATION MEMBER WHOSE ACTION OR INACTION CREATED SITUATION)

DISPOSITION BY ADMINISTRATION MEMBER: _____

SIGNATURE OF ADMINISTRATION MEMBER: _____ DATE: _____

DISPOSITION BY AGGRIEVED: _____

SIGNATURE OF AGGRIEVED: _____ DATE: _____

STEP THREE

(SUBMITTED TO SUPERINTENDENT)

DISPOSITION OF SUPERINTENDENT: _____

SIGNATURE OF SUPERINTENDENT: _____ DATE: _____

***Copies to be submitted by the grievant to the WSSS President and the Superintendent.**

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

WELLINGTON SCHOOL SUPPORT STAFF

CATASTROPHIC LEAVE BANK

Contribution to Catastrophic Leave Bank
(Form to be turned in to WEVSD Treasurer)

Article VI. 6.11 will allow each Bargaining Unit Member to contribute one (1) day of his/her accumulated sick leave to the Catastrophic Leave Bank each school year during the month of September. Newly hired Bargaining Unit Members must contribute his/her first day of sick leave unless they have transferred days from another district. The request to contribute must be on this form. Forms must be turned in to the Wellington Exempted Village School District Treasurer by the last workday in September.

I, _____ would like to contribute one (1) sick day to
Please Print
the WSSS Catastrophic Leave Bank for the _____ school year.

Signature: _____

Date: _____ Social Security # _____

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT

WELLINGTON SCHOOL SUPPORT STAFF

CATASTROPHIC LEAVE BANK

Application for Withdrawal of Catastrophic Leave Bank Days

Employee's Name: _____ Social Security No. _____

Position: _____ Building: _____

Application for use of leave is requested for a serious health condition affecting:

_____ Myself _____ My Spouse _____ My Child

The reason indicated above as demonstrated by the attached medical documentation qualifies for catastrophic leave. Application is submitted in accordance with Article VI (6.11) of the Negotiated Agreement between the Wellington Support Staff and the Wellington Exempted Village School District Board of Education.

Number of Days Requested: _____

I agree to pay back (within one year of return to work) ten percent (10%) of the days used or a minimum of one day, whichever is greater.

APPLICANT'S SIGNATURE

DATE

a) THIS SECTION FOR TREASURER AND COMMITTEE USE ONLY

_____ Number of days accrued

_____ Number of days requested

_____ Physician Statement Attached

_____ Number of days needed from bank

TREASURER OR HIS/HER DESIGNEE

DATE

- Application Approved. Date Catastrophic Leave is to commence: _____
- Application Approval subject to second opinion
- Application Rejected. Reason: _____
(Use reverse side of sheet if necessary)

Committee
Member
Signatures

Date Received: _____

Date Completed: _____

APPENDIX G

**WELLINGTON EXEMPTED VILLAGE SCHOOLS
NON-TEACHING EMPLOYEE JOB PERFORMANCE EVALUATION**

School Year _____

NAME: _____ JOB TITLE: _____

STATUS: Probationary (eff. date) _____ SUPERVISOR: _____

Regular _____ ASSIGNMENT: _____

RATINGS:	1 – not satisfactory	4 – exceeds standards
	2 – improving	5 – does not apply
	3 – meets standards	** all 1 and 2 ratings must be explained in COMMENTS**

FACTORS	RATING	COMMENTS
Attendance		
Ability to work with others		
Job knowledge		
Personal appearance		
Dependable		
Volume of acceptable work		
Planning and organization		
Accepts change, flexible		
Accepts responsibility, directions, suggestions		
Initiative, drive		
Operation, care of equipment		
FOR EMPLOYEES SUPERVISING OTHERS:		
Leadership		
Scheduling and coordinating projects		
Quantity of completed projects		
Training and instruction of subordinates		
Evaluation of subordinates		
Completion of paperwork		
Effectiveness as a supervisor		

Record specific job strengths and/or work performance deficiencies:

EVALUATED BY: _____ Signature _____ Title _____ Date _____

EMPLOYEE: I certify that this evaluation has been discussed with me, and I have received a copy. I understand my signature does not necessarily indicate agreement.

Employee Signature

Date

Original – Central Office Copies – Employee, Principal/Supervisor Additional Comments – Use Reverse Side

APPENDIX H

Wellington Exempted Village School

Office Use Only
Date Rec'd by _____
School Official _____

SCHOOL BUS CONDUCT REPORT

Pupil's Name		School Building	Grade/Class
Date of Incident / /20	Bus #	Bus Driver's Name	

NOTICE TO PARENTS

Parent's Name: _____ Address: _____

Telephone: _____

- The purpose of this report is to inform you of a disciplinary incident involving the above student on the school bus.
- We trust that you will understand the need for discipline on school buses and urge cooperation in the corrective action initiated by school authorities.

- | | |
|---|--|
| <input type="checkbox"/> Violation of Safety Procedures | <input type="checkbox"/> Excessive Mischief |
| <input type="checkbox"/> Destruction of Property | <input type="checkbox"/> Writing |
| <input type="checkbox"/> Fighting, Pushing, Tripping | <input type="checkbox"/> Smoking |
| <input type="checkbox"/> Rude, Discourteous, Annoying | <input type="checkbox"/> Eating, Drinking, Littering |
| <input type="checkbox"/> Unacceptable Language | <input type="checkbox"/> Other _____ |

Bus Driver's Comments: _____

Bus Driver's Signature _____ Date: _____

- | | |
|---|---|
| <input type="checkbox"/> Held conference with Student
date: | <input type="checkbox"/> Telephoned Parent
date: |
| <input type="checkbox"/> Student referred to Counselor
date: | <input type="checkbox"/> Student denied Bus Privilege until
date: |
| <input type="checkbox"/> Send previous Bus Conduct Report home
date: | <input type="checkbox"/> Student placed on Bus Probation until
date: |

School Official's Comments: _____

School Official's Signature _____

Date: _____

**Lake Erie Regional Council (LERC)
Working Spouse Rule Effective 1.1.2022**

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the Wellington Exempted Village School District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Wellington Exempted Village School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after _____ or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 50% of the premium cost.

If your spouse is self-employed or an independent contractor and they offer health insurance to their employees, they must take that coverage

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by Wellington Exempted Village School District.

Every employee whose spouse participates under the Wellington Exempted Village School District's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by Wellington Exempted Village School District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If you submit false

information, you may be subject to disciplinary action, up to and including termination of employment.



AUTHENTICATED,
OHIO LEGISLATIVE SERVICE
COMMISSION
DOCUMENT #292612

Ohio Revised Code

Section 3313.713 District prescription drug distribution policy.

Effective: September 30, 2021

Legislation: House Bill 110 - 134th General Assembly

(A) As used in this section:

(1) "Drug" means a drug, as defined in section 4729.01 of the Revised Code, that is to be administered pursuant to the instructions of the prescriber, whether or not required by law to be sold only upon a prescription.

(2) "Federal law" means the "Individuals with Disabilities Education Act of 1997," 111 Stat. 37, 20 U.S.C. 1400, as amended.

(3) "Prescriber" has the same meaning as in section 4729.01 of the Revised Code.

(B) The board of education of each city, local, exempted village, and joint vocational school district and the governing authority of each chartered nonpublic school shall adopt a policy on the authority of its employees, when acting in situations other than those governed by sections 2305.23, 2305.231, 3313.712, 3313.7110, 3313.7112, 3313.7113, and 3313.7115 of the Revised Code, to administer drugs prescribed to students enrolled in the schools of the district or the chartered nonpublic school. The policy shall provide either that:

(1) Except as otherwise required by federal law, no person employed by the board or governing authority shall, in the course of such employment, administer any drug prescribed to any student enrolled in the schools of the district or the chartered nonpublic school.

(2) Designated persons employed by the board or governing authority are authorized to administer to a student a drug prescribed for the student. Effective July 1, 2011, only employees of the board or governing authority who are licensed health professionals, or who have completed a drug administration training program conducted by a licensed health professional and considered appropriate by the board or governing authority, may administer to a student a drug prescribed for the student. Except as otherwise provided by federal law, the board's or governing authority's policy



may provide that certain drugs or types of drugs shall not be administered or that no employee shall use certain procedures, such as injection, to administer a drug to a student.

(C) No drug prescribed for a student shall be administered pursuant to federal law or a policy adopted under division (B) of this section until the following occur:

(1) The board or governing authority, or a person designated by the board or governing authority, receives a written request, signed by the parent, guardian, or other person having care or charge of the student, that the drug be administered to the student.

(2) The board or governing authority, or a person designated by the board or governing authority, receives a statement, signed by the prescriber, that includes all of the following information:

(a) The name and address of the student;

(b) The school and class in which the student is enrolled;

(c) The name of the drug and the dosage to be administered;

(d) The times or intervals at which each dosage of the drug is to be administered;

(e) The date the administration of the drug is to begin;

(f) The date the administration of the drug is to cease;

(g) Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency;

(h) Special instructions for administration of the drug, including sterile conditions and storage.

(3) The parent, guardian, or other person having care or charge of the student agrees to submit a revised statement signed by the prescriber to the board or governing authority or a person designated by the board or governing authority if any of the information provided by the prescriber pursuant to



division (C)(2) of this section changes.

(4) The person authorized by the board or governing authority to administer the drug receives a copy of the statement required by division (C)(2) or (3) of this section.

(5) The drug is received by the person authorized to administer the drug to the student for whom the drug is prescribed in the container in which it was dispensed by the prescriber or a licensed pharmacist.

(6) Any other procedures required by the board or governing authority are followed.

(D) If a drug is administered to a student, the board of education or governing authority of the chartered nonpublic school shall acquire and retain copies of the written requests required by division (C)(1) and the statements required by divisions (C)(2) and (3) of this section and shall ensure that by the next school day following the receipt of any such statement a copy is given to the person authorized to administer drugs to the student for whom the statement has been received. The board or governing authority, or a person designated by the board or governing authority, shall establish a location in each school building for the storage of drugs to be administered under this section and federal law. All such drugs shall be stored in that location in a locked storage place, except that drugs that require refrigeration may be kept in a refrigerator in a place not commonly used by students.

(E) No person who has been authorized by a board of education or governing authority of a chartered nonpublic school to administer a drug and has a copy of the most recent statement required by division (C)(2) or (3) of this section given to the person in accordance with division (D) of this section prior to administering the drug is liable in civil damages for administering or failing to administer the drug, unless such person acts in a manner that constitutes gross negligence or wanton or reckless misconduct.

(F) A board of education or governing authority of a chartered nonpublic school may designate a person or persons to perform any function or functions in connection with a drug policy adopted under this section either by name or by position, training, qualifications, or similar distinguishing factors.



(G) A policy adopted by a board of education or governing authority of a chartered nonpublic school pursuant to this section may be changed, modified, or revised by action of the board or the governing authority.

(H) Nothing in this section shall be construed to require a person employed by a board of education or governing authority of a chartered nonpublic school to administer a drug to a student unless the board's or governing authority's policy adopted in compliance with this section establishes such a requirement. A board or governing authority shall not require an employee to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

Nothing in this section affects the application of section 2305.23, 2305.231, 3313.712, 3313.7110, 3313.7112, 3313.7113, or 3313.7115 of the Revised Code to the administration of emergency care or treatment to a student.

Nothing in this section affects the ability of a public or nonpublic school to participate in a school-based fluoride mouth rinse program established by the director of health pursuant to section 3701.136 of the Revised Code. Nothing in this section affects the ability of a person who is employed by, or who volunteers for, a school that participates in such a program to administer fluoride mouth rinse to a student in accordance with section 3701.136 of the Revised Code and any rules adopted by the director under that section.

(I) Nothing in this section shall be construed to require a school district or chartered nonpublic school to obtain written authorization or instructions from a health care provider to apply nonprescription topical ointments designed to prevent sunburn. Furthermore, nothing in this section shall be construed to prohibit a student to possess and self-apply nonprescription topical ointment designed to prevent sunburn while on school property or at a school-sponsored event without written authorization or instructions from a healthcare provider. The policy adopted by a school district or chartered nonpublic school pursuant to this section shall not require written authorization from a health care provider, but may require parental authorization, for the possession or application of such sunscreen. A designated person employed by the board of education of a school district or governing authority of a chartered nonpublic school shall apply sunscreen to a student in accordance with the school district's or governing authority's policy upon request.