MASTER AGREEMENT

between the

MARGARETTA LOCAL BOARD OF EDUCATION

and

MARGARETTA OAPSE LOCAL #379

July 1, 2025 - June 30, 2028

MASTER AGREEMENT

This Agreement made and entered into by and between the Board of Education of the Margaretta Local School District, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE), and its affiliate, the Margaretta OAPSE Local No. 379, each of which is hereinafter referred to as the "Association."

MARGARETTA LOCAL BOARD OF EDUCATION

Pres. Angela L. Zucken

Edward P. Kent

Kyra Hall

MARGARETTA OAPSE LOCAL NO. 379

Pres. Anna Saylor

April 21, 2025
Date Adopted

March 18, 2025
Date Ratified

TABLE OF CONTENTS

Article		Page
1.	Term	1
2.	Recognition	1
3.	Principles	1-2
4.	Board (Management) Right Clause	2
5.	Waiver Clause	3
6.	Procedures for Conducting Negotiations	3-5
7.	No Strike	5
8.	Entire Agreement Clause	5
9.	Grievance Procedure and Arbitration	5-9
10.	Payroll Deductions	9
11.	Workers' Compensation	9-10
12.	Military Leave	10
13.	Personal Leave	10-11
14.	Jury Duty and Court Appearances	11
15.	Leave of Absence (Requested)	11-12
16.	Sick Leave	13-14
17.	Bereavement Leave	14
18.	Assault Leave	14-15
19.	Vacations	15-16
20.	Retirement Severance	16
21.	Vacancies	16-17
22.	Classification Study	17
23.	Classification Pay	17-18
24.	Insurance	18-25
25.	Labor Management Committee	26
26.	Classified Employees' Layoff - Recall	26-28
27.	Performance Appraisal	28
28.	Overtime	28-29
29.	Holidays	29
30.	Seniority	29-30
31.	Extra Bus Trips	30-32
32.	Longevity Pay	32
33.	Employment Contracts	32-33
34.	Personnel Files	33
35.	Exclusive Rights, Right of Access	33-34
36.	Illness of Alcoholism and Drug Abuse	34
37.	Employee Liability	34
38.	Progressive Discipline/Procedures	35-36
39.	Attendance Incentive	36

Article		Page
40.	Bus Routes	36-37
41.	Drug and Alcohol Testing	37-39
41.	Waiver of Tuition	39
43.	Required Re-Training	39
44.	Uniforms	39
45.	Successor Clause	40
46.	Direct Deposit	40
47.	Bus Aides	40
48.	Paraprofessional Stipend	40
49.	Special Education Aides	40-41
50.	Compensation	42
51.	Calamity Days	42
52.	Employment of Intermittent Employees	42-43
	Salary Schedule	44-46
	Aide Self-Assessment and Reflection	47
	Aide Evaluation	48-49

1. TERM

The terms and conditions of the within Agreement are effective for the period commencing July 1, 2025 and terminating June 30, 2028.

2. RECOGNITION

1. The Board recognizes Local #379 of the Ohio Association of Public School Employees, hereinafter referred to as Association, as the sole and exclusive bargaining representative for all full-time regular employees in the following classification.

2. The bargaining unit includes all full-time and regular short-hour employees in the following departments:

   A. Food Service
   B. Buildings and Grounds
   C. Transportation
   D. Aides and Monitors (including Special Education Aides)

3. For the purpose of this Agreement, the following are excluded from the bargaining unit:

   A. Substitute Personnel
   B. Administrative Office Personnel
   C. Building Secretaries
   D. Supervisory Employees
   E. Community Education Personnel

4. All matters regarding exclusive representation, bargaining unit appropriateness, and certification or de-certification elections, shall be determined in accordance with O.R.C. 4117.05, 06, and 07.

5. Withdrawal

   Revocations of dues authorization shall be in accordance with the employee's dues authorization agreement.

   The union agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board pursuant to this Article.

3. PRINCIPLES

1. The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code section

4117.10(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

2. The Board has the right notwithstanding anything herein to do everything required to comply with all laws and regulations of the State of Ohio, of the United States or any agency thereof, and to execute orders of the President, or the Governor as they may pertain to employment and discrimination practices.

4. BOARD (MANAGEMENT) RIGHT CLAUSE

1. The Board retains the sole right to manage the operations of the schools including, but without limiting the generality of the foregoing, the right

   A. To the executive management and administrative control of the school system, its properties and facilities; and of the activities of its employees while on school property and/or during working hours.

   B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

   C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

   D. To decide upon the means and methods of instruction, and the duties, responsibilities, and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment to other than those articles or sections specifically agreed to in this Agreement.

   E. The Board reserves the right to attain the best possible operation of a school system to improve the physical plant and condition of the schools, to eliminate waste, conserve materials and supplies, and to establish efficient and economic methods of operation for the improvement of services provided to the teaching staff, to the administration, to the students and to the public as well.

2. The Board reserves the right to exercise the foregoing rights, powers, and authority through the adoption and enforcement of policies, rules, regulations, and practices and further reserves the right to change these policies, rules, regulations and practices throughout the term of the within Agreement, and to use the rights of discretion and judgment in carrying out the responsibilities of administering the school system.

5. WAIVER CLAUSE

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Therefore, the Board and the Association, for the life of this Agreement, agree that under Section 4117.08 of the Revised Code bargainable items shall solely be construed to mean wages, hours, and all items contained within this Agreement. The Board shall not be required to negotiate on any matter which affects wages, hours, terms, and conditions of employment except as described under this article. Nothing in this Article shall limit the rights of either side to submit issues for negotiation in accordance with Article 6 Procedures and Conducting Negotiations.

3. Should the Board find it necessary to change any matter which affects wages, hours or any other item(s), contained within this Agreement, the Board shall notify the Union President, in writing, requesting a meeting date to discuss and negotiate the matter and its effects. The Union President shall contact the Board, within ten (10) working days of receipt of such written notification, to set up a meeting to negotiate said matter. Nothing shall limit either side to submit issues for negotiations in accordance with Article 6 Procedures for Conducting Negotiations.

6. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiations Teams

   The Board, or designated representative of the Board, will meet with representatives designated by the Association, which may include the Association field representative, for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. Each of the parties may call upon up to three (3) professional or lay consultants in any of the negotiations meetings, in an advisory capacity. The consultants will not address the parties for more than fifteen (15) minutes unless both parties agree to permit a longer address. The expense of such consultants shall be borne by the party requesting or hiring.

2. Submission of Issues

   Upon request of either party for a meeting to open negotiations, a meeting date shall be set within fifteen (15) days following such request. Such request shall not be made more than ninety (90) days prior to contract termination date. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed to by both parties.

3. Negotiations Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings, as well as times and places of the following meeting shall be agreed upon at the outset of the beginning of each session.

4. Caucus

Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

5. Exchange of Information

Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regulatory and routinely prepared information concerning the issue(s) under consideration.

6. Public Release

Prior to the declaration of impasse, statements concerning negotiations may be issued to the media only upon prior two (2) hour notification of the other party. Once impasse is declared, either party may issue statements or press releases without approval of, or notifying, the other party.

7. Item Agreement

As negotiated items are agreed upon they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

8. Agreement Finalization

A. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. Within thirty (30) days from the time the agreement, ratified by the Local, is presented to the Board, the Board shall take action upon the recommendation submitted.

B. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall terminate upon ratification of both parties.

C. All negotiated benefits shall be implemented on the dates stated in the negotiated agreement.

D. Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.

9. Resolving Differences

In the event an agreement is not reached after full consideration of proposals and counter proposals, either party may declare impasse. Impasse shall not be declared earlier than thirty (30) working days from the opening negotiation meeting. The parties shall jointly prepare a request for a mediator to the Federal Mediation and Conciliation Service. It is understood that impasse proceedings are declared on all unresolved issues; however, items previously agreed to may be modified in order to reach an agreement.

The mediator shall have no authority to recommend or bind either party to any agreements.

7. NO STRIKE

1. For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association shall engage in any strike, slow down, or withholding of services designed to interfere with the normal operations of the school district.

2. The Association and all Association members agree that for the term of this Agreement it shall not cause, engage in or sanction any picketing or other public demonstration which would be associated with resolving a difference arising from the terms of this Agreement.

8. ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire agreement between the parties.

9. GRIEVANCE PROCEDURE AND ARBITRATION

1. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures. Grievances will be presented in the following steps:

A. Step One

Within ten (10) working days of the time the grievant knew or should have known of the event or issue underlying the grievance, the employee shall first discuss the alleged grievance with their supervisor or appropriate designated person. Failure to discuss the grievance with the supervisor or appropriate designated person within ten (10) working days of the time the grievant knew or should have known of the event or issue underlying the grievance shall render the grievance null and void, and shall constitute a waiver of any right to file a grievance. This discussion will be held confidentially between employee and/or the Association's representative and the supervisor.

B. Step Two

If the grievance is not resolved in Step One, then within ten (10) working days of the meeting held in Step One, the employee or the Association will present the grievance in writing to his/her supervisor or the appropriate designated person. Failure to file the grievance with a supervisor within fifteen (15) working days shall render the grievance null and void, and shall constitute a waiver of any right to file a grievance. Within ten (10) working days after presentation of grievance, the supervisor or designated representative shall give his/her answer in writing to the employee.

C. Step Three

If the grievance is not resolved in Step Two, the Employee or the Association representative may, within ten (10) working days of receipt of the supervisor's answer, submit to the Superintendent or his/her designated representative the answer at Step Two with the original grievance statement. The Superintendent or his/her designated representative shall give the employee or his/her Association representative an answer in writing no later than ten (10) working days after receipt of the written grievance.

D. Step Four

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Three, the employee or his/her Association representative shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association.

Such appeal must be taken within twenty (20) working days from the date of the meeting provided in Step Three by filing a notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the Administration's representative.

(1) Any grievance must be filed on the authorized grievance form agreed to between the parties to this agreement. Such form must provide for naming of the alleged violation, the provision of the Negotiated Agreement alleged to have been violated, shall state the contention of the employee or the Association, and shall indicate the relief requested.

(2) Any grievance not advanced to the next step by the Association within the time limit in that step, shall be deemed resolved by the Administration's last answer.

(3) Any grievance not answered by the administration within the time limit in Step Three shall be deemed denied, and eligible for advancement to the next step.

(4) Time limits may be extended by the administration and the Association in writing; then the new date shall prevail.

E. Step Five - Powers of the Arbitrator

(1) It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in case of alleged violations outlined in Article 9, 1st paragraph of this Agreement.

(2) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(3) He shall have no power to establish salary schedules or change salary schedules.

(4) He shall have no power to decide any questions which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be conditioned by this Agreement.

(5) In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendations on its merits.

(6) He shall have no power to rule on any of the following:

a. The termination of services of or failure to re-employ any probationary or limited contract employee.

b. The placing on probation of or not re-hiring a limited contract employee.

c. Any claim or complaint for which there is another remedial procedure of forum established by law or by regulations having the force of law which shall include, but not be limited to the following: EEOC, OSHA, Local and State Health Boards, Local and State Fire Marshalls, Industrial Commission of Ohio, including any matter subject to the procedures specified in the Ohio Revised Code (Section 3319.07 through 3319.41 inclusive).

d. Any matter involving employee evaluation.

(7) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

(8) The arbitrator's decision shall be final and binding on the employee or employees involved in the grievance, and the Association and the Administration and Board.

(9) The fees and expenses of the arbitrator shall be shared equally by the Board and the Grievant. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

(10) Claims for back pay. The Board shall not be required to pay back wages more then three (3) days prior to the date a written grievance is filed.

a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less unemployment, workmen's or disability compensation, that he/she may have received during the period of the back pay.

b. No decision in any one case shall require a retroactive wage adjustment in any other case.

(11) Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this

Agreement shall not be processed. The fact that preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

2. Neither the filing of a grievance by an aggrieved person, nor the participation in a grievance proceeding by an aggrieved person or those people involved in a group grievance shall be the subject or cause of disciplinary action or reprisal or notations put into their personnel file.

10. PAYROLL DEDUCTIONS

1. An Employee, under reasonable guidelines set down by the Treasurer for the Board, may elect to have the following deductions:

   A. Association Dues.
   B. Any deductions permitted by the Board and authorized by the employee, except as limited above.

2. The association shall file with the Treasurer by October 15th the list of employees who have paid their Association dues by lump sum. The remaining members of the bargaining unit shall be listed showing the amount to be deducted. The deduction shall be in twelve (12) approximately equal installments November through April, every pay.

3. The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organization.

4. The Board shall remit the dues deducted to the State Association Treasurer on a monthly basis together with a list showing the names of the employees and the amount deducted, list to be provided by OAPSE.

5. PEOPLE LANGUAGE – The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

11. WORKERS' COMPENSATION

If an employee is temporarily disabled for at least two (2) months (40 working days) and sick leave is exhausted, then upon return to work, thirty (30) days of sick leave shall be advanced. This loan shall be repaid over the next 24 months, should the employee not complete 24 months

then the balance due shall be deducted from any monies payable. If no monies are payable then the employee will be billed for the sick leave used but unearned. An employee shall have the right to use sick leave, if available, or worker's compensation for a temporary disability, but not both.

12. MILITARY LEAVE

Any employee who enters the armed forces of the United States Government shall upon being discharged, be offered re-employment of like contract status and pay. If the employee is ill or hospitalized, he/she shall be given one (1) year continued leave of absence and will be rehired as soon as he/she is released. Volunteering or being called into the active services in the armed forces of the United States, during a period in which a state of peace exists, the retention and accumulation of contract status provided for herein shall not be continued for a period longer than two (2) years beyond the original active service period in the event the employee re-enlists into the armed forces of the United States.

13. PERSONAL LEAVE

1. Personal leave is granted to allow an employee to meet personal obligations which may not conveniently be taken care of at times other than when school is in session. Reasons are not required for personal leave.

2. Each regular employee may be granted three (3) unrestricted days of personal absence per school year. The following regulations govern the use of these days:

   A. The employee must make application electronically at least five (5) working days in advance of the absence, except in cases of extreme emergency. If leave is requested fewer than five (5) working days prior to absence, the leave shall be subject to the approval of the Superintendent or his/her designee. Approval for emergency usage can be handled verbally with supervisor or business manager.

   B. Except for the graduation of a child from high school or college, personal leave shall not be granted on the day before or the day after a holiday, vacation period, inservice day, or the first week or last week of school. Personal leave shall not be granted to more than 5% of the total non-certificated staff on any one given day, nor granted to more than 10% of any one category of non-certificated employees on any one given day, except with the approval of the Superintendent or his/her designee.

   C. Personal leave may not be taken when another form of leave is available or appropriate.

   D. Unused Personal Leave shall be added to the employee's sick leave accumulation as of June 30 each year.

E. Persons hired after the commencement of the first semester of school shall receive two (2) days of personal leave that school year; persons hired after January 1st shall receive one (1) day personal leave that school year.

F. Personal leave shall be non-cumulative from year to year.

14. JURY DUTY AND COURT APPEARANCES

1. An employee may be excused to serve jury duty or will be excused under subpoena to appear in court. The employee will suffer no loss of regular pay, but first must submit any compensation that is received along with an Employee's Certificate or copy of any order to appear in court that is received.

   The employee shall receive the difference between his/her regular pay and any compensation received, should the compensation received exceed the employee's regular pay, there shall be no pay; should the compensation received be less than the employee's regular pay, the employee shall receive the difference. This will be accomplished by the employee endorsing over their jury duty check to Margaretta Local Schools and receiving their full check.

2. If the court appearance is work related, such as a bus driver testifying against a driver who passed a stopped school bus, and is outside normal work hours, the employee shall be paid for hours in court at their regular rate of pay. A subpoena will be required and pay will be handled as in #1 above, the employee can either turn over any compensation received or the Employee's Certificate and the pay will be reduced by the compensation received.

15. LEAVE OF ABSENCE (REQUESTED)

1. The Board may, upon the request of an employee, grant leave of absence for sufficient reason and for a period of not more than twelve (12) months. The leave may be extended for/or up to another twelve (12) months, for a maximum of two (2) years leave of absence, and shall grant such leaves where illness or other disability is the reason for the request.

2. The Board reserves the right to non-renew a contract of one who is on leave of absence and the right to lay off one who is on leave of absence, and in no event will the period during the leave of absence be counted for purposes of determining the persons to be laid off or re-employed.

3. The person's name shall be kept on the payroll so he/she is eligible for medical insurance. The cost of premium shall be borne by the employee. Premiums must be paid in advance

and any later payment shall result in cancellation of medical insurance on premium due date.

4. Upon the expiration of leave of absence approved by the Board, an employee of the Board shall return to work within ten (10) working days of the termination of said leave, or request an extension of leave. Between the termination of leave and the return to work or the request for extension, the employee shall be without pay and without credit to length of service.

5. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning employee while he/she was on leave.

   If after the return of the employee from leave, the person employed exclusively for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

6. Short term leave of absence for non-medical reasons shall be governed by the same rules as specified in Article 13, Personal Leave, section 2 B. Short term LOA's shall count toward the 5% and 10% quota's to limit the number of employees off work for non-medical reasons on a given day.

7. <u>Short-Term Unpaid Leave</u>

   1. Employees may request a short-term unpaid leave on a pay dock basis by making a written request to the Superintendent/designee stating the following information:

      a. Date(s) of the leave.
      b. The specific reason(s) for the leave.

   2. Written requests for short-term leave must be made at least two (2) weeks in advance of the date the leave commences, except in emergency situations.

   3. The employee must have been employed by the Board for at least five (5) years. Requests are limited to one (1) request per employee every five (5) years.

   4. The Superintendent's decision shall not be grievable.

16. SICK LEAVE

1. Any employee who shall become ill or injured and whose claim of illness is supported by satisfactory evidence, shall be granted a sick leave and the employee's contract status will accumulate during the period of sick leave.

2. Each employee of the Board of Education is entitled, for each completed month of service, to sick leave of one and one-fourth (1 ¼) days with pay. Employees may use sick leave, upon approval of the responsible administrative officer for absence due to illness, pregnancy, disability, injury, exposure to contagious disease which could be communicated to other employees, and to illness in the employee's immediate family. Non-personal illness in the immediate family not permanently residing within the employee's household, shall be limited to not more than fifteen (15) days in any school year.

   A. The "immediate family" shall include the employee's spouse, children (including foster and/or adopted), mother, father, sister, brother, grandparents, grandchildren, stepchild, step parent, any person who is a permanent member of the employee's household.

   B. Sick leave shall be cumulative up to 225 work days for less than 12-month employees and 260 days for 12-month employees. Each employee who has accumulated the maximum days shall be granted retroactive all days due, which are equal to the total days of accumulation allowed the certified staff.

   C. Short-term (hourly, etc.) employees shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

   An employee shall furnish the following:

   A. A written, signed statement to justify the use of sick leave.

   B. If absence is due to illness, pregnancy, disability or injury and greater than ten (10) consecutive days the employee shall provide a doctor's return to work authorization. Such authorization shall be full and unconditional release to return to full duty status. No light duty or restricted return to work authorization will be accepted. The only exception to this shall be with the approval of the Superintendent or his/her designee after due consideration of the special circumstances that must exist. Exceptions shall be applied equally to all employees within the same job classification. This return to work requirement also applies to medical leave of absences.

   C. Falsification of the statement shall be grounds for disciplinary action and/or dismissal.

3. If absence is for more than ten (10) consecutive days for personal illness, or if the Superintendent suspects abuse or falsification of sick leave, the employee may be required to submit to a physical exam at Board expense to verify the medical necessity to remain off work. Should the Board's physician not support the employee's physician's diagnosis a third opinion shall be obtained from a physician chosen by the employee's physician, third opinion shall also be at Board expense.

17. BEREAVEMENT LEAVE

1. A regular employee shall be allowed three (3) working days of absence (per occurrence) with pay, not chargeable to sick leave, in the event of a death in the immediate family, in accordance with Margaretta's calendar.

2. The immediate family shall include the employee's spouse, children (including foster and/or adopted), mother, father, sister, brother, grandparents, grandchildren, stepchild, step parent, any person who is a permanent member of the employee's household, and in-laws bearing any of the above relationships.

3. A regular employee shall be allowed one (1) day of absence without loss of pay (but not more than one (1) day per school year), not chargeable to sick leave, to attend the funeral of other relatives or friend.

4. If the employee should need more than three (3) working days, then the additional days shall be charged to sick leave.

18. ASSAULT LEAVE

1. The Board shall grant paid leave for injuries resulting in an employee's total, temporary physical, mental, and or emotional disability from a physical attack when the employee is performing his/her contractual or assigned duties. The employee will be maintained in full pay status during the period of absence or assault leave. However, the employee may accumulate sick leave during this period of assault leave.

2. To be entitled to compensation for assault leave the employee must do the following:

   A. A certificate must be furnished by a physician stating the nature of the disability and the period of total, temporary physical disability.

   B. File a written report with the Superintendent within one (1) day, or as soon as a physician deems physically possible, stating the facts, identifying the assailant, and stating the names and addresses of all witnesses.

   C. In the unusual event the employee cannot identify the assailant, he/she shall cooperate fully with the appropriate authorities to obtain identification.

D. File a criminal complaint against the person who committed the assault.

E. Cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant.

F. Be ready, able, and willing, and in the event the case comes to trial, to testify as to the facts of the assault and against the person who committed the assault, without loss of pay.

G. In the event the employee drops the case or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, he/she forfeits the assault leave pay.

H. Assault leave, in no event shall exceed thirty (30) working days. Thereafter, the employee must use sick leave for the remainder of his/her total, temporary physical disability, or worker's compensation.

3. Assault leave pay will be paid in the same manner and method as though the employee was on duty. If the assault leave is forfeited or not earned, by conforming with the seven prime conditions, the employee must then take sick leave in lieu of assault leave.

19. VACATIONS

1. Any employee holding a twelve (12) month contract is entitled to a vacation during the succeeding period - July through June 30.

2. If an employee is hired during the contract year the days vacation will be pro-rated at the rate of 1/12 x number of months employed, divided by 10 days.

3. The 12-month employee vacation schedule is as follows:

   A. 1-5 full contract years (10 days)
   B. 6-11 full contract years (15 days)
   C. 12-21 full contract years (20 days)
   D. 22 full contract years and over (21 days)

4. The vacations shall be subject to the approval of the Supervisor in cases of conflicts with special events, work load requirements, or more than one employee requesting vacation at the same time. Timelines may be waived in cases of emergencies.

   Requests shall be filed in advance using the following timelines:

2 days or less vacation	-	1 week notice
3-5 days vacation	-	2 week notice
6 days or more vacation	-	1 month notice

5. Employees may carryover up to five (5) days of vacation however, the days carried over must be used in September or October of that year.

6. The transportation department employees have the option to take one (1) week of vacation pay instead of the time off.

7. Newly hired 12-month employees will receive five (5) vacation days during their first year of employment with the Board (i.e., with 0 full contract years), with the number of days prorated for new employees hired during the contract year. Any such vacation time taken by the new employee shall be unpaid. However, upon the completion of their first year of employment, an employee shall be reimbursed for any used vacation days. Unused vacation days cannot be carried over and shall be extinguished. Except as set forth in this paragraph, vacation days requested by newly hired employees shall be subject to all other approval and notice requirements of this Article.

20. RETIREMENT SEVERANCE

1. Within ninety (90) days of retirement, the Board shall grant severance pay in an amount equal to the retiree's daily rate of pay, multiplied by the lowest number – 70 days or 1/3 of respective employee accumulated sick leave days.

2. Payment will be at the daily rate of the employee's annual salary, calculated at the time of retirement and payable in one lump sum. Payment will be made following verification from the respective retirement system of eligibility for and participation in retirement from active service. Eligibility for severance pay shall be determined as of the final date of employment.

3. As soon as possible the Board shall adopt the necessary resolution to gain SERS approval to implement retirement pick up (tax shelter) and continue so long as SERS approval exists.

4. Upon the death of an employee, his/her estate shall receive severance pay in accordance with Section 1 of this article.

21. VACANCIES

1. Positions for classified employees shall be made known to employees before the Board fills the position(s) in the following manner:

A. During the school year, by posting the position on a bulletin board in lounge areas.

B. During summer vacation periods, notify all employees by mail of any vacancies to be filled during summer vacation.

C. Employees under contract to the Board who timely apply (within five days) for a Board posted vacancy shall be appointed in the following manner:

(1) Those applicants from within the same department shall be considered first in the appointment process, then those applicants currently employed from other departments shall be considered next.

Should they be selected for appointment they shall serve a thirty (30) day probationary period in the filled vacancy and at that time be evaluated and remain in that position or be returned to his/her former position and pay. The employee has the right to choose to return to their former position and pay anytime within the thirty (30) day probationary period.

22. CLASSIFICATION STUDY

1. The Board agrees to review all classifications and job descriptions, for the purpose of updating or changing if the nature of the job has changed during the period of time since the present descriptions and classifications have been in effect.

2. The Board shall consult with the recognized Labor Management Committee prior to the effective date of any proposed changes.

3. The appropriate job descriptions for a work area shall be posted in the break or work area.

23. CLASSIFICATION PAY

1. The Board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classification employee.

2. Any such assignment shall be for a period of time (one working day) to perform work vacated by absence of a regular employee, and shall not apply to job vacancies.

3. An employee may be assigned a job outside his/her classification if specific in nature, and for less than one working day without any adjustment in pay.

4. In any kitchen when an employee of cook classification advises the supervisor at least three (3) working days in advance of absence that they will be absent three (3) working days or more, the supervisor will assign an employee with lower hours, such as Assistant Cook, Kitchen Helper, etc., to the absent employee position for inservice training. The supervisor shall distribute the inservice training to all lower classification employees as occurrences permit. This shall not apply to Vacancies Article 21.

5. If an aide is assigned to fill in for the long-term absence of a Building Secretary or Administrative Office Secretary, after the twentieth (20th) work day of secretary's absence shall receive step 0 wages of the appropriate salary schedule, if greater than their current wage.

6. If an aide is assigned to cover for a teacher because no certificated substitute is available, it is understood that the aide should not be expected to engage in instruction. Any question as to what is instruction should be referred to the building principal. It is understood that reading to students, listening to students read, telling students what chapter to read in their book, etc. is not instruction.

24. INSURANCE

It shall be the responsibility of the employee to notify the Board in writing of any changes in dependents or marital status, and the employee shall be responsible for any overpayments made by the Board because of an employee's failure to notify the Board of changes in dependents or marital status. The Board will annually notify all employees of this provision, and new employees at their time of hire. When a husband and wife are both employees of the Board there shall only be one benefit, one employee shall select coverage and the spouse shall be a dependent. This applies to Medical, Dental and Vision insurances only.

1. Hospitalization

The Board agrees to pay the cost of hospitalization and medical insurance plan for all employees and their families covered in this Agreement in accordance with the employee's contracted annual hours set forth below:

Option A – Huron-Erie School Employees (HESE) Ideal Wellness Plan Design PPO:

A. Deductibles: $500 for single coverage or $1,000 for family coverage for the calendar year 2015 medical claims.

For calendar year 2016 claims and each year thereafter, $500 for single coverage or $1,000 for family coverage provided the employee participates and complies with the rules established by HESE to take a health screening annually prior

		to November of the preceding calendar year of coverage. $750 for single coverage or $1,500 for family coverage beginning January 1, 2016 if the employee does not participate and/or comply with the rules established by HESE to take a health screening annually prior to November 1st of the preceding calendar year of coverage.
B.	Co-Insurance:	90% insurance plan coverage, 10% employee share if the provider is within the provider network. 70% insurance plan coverage, 30% employee share if the provider is NOT within the provider network.
C.	Out-of-Pocket Maximums:	$1,500 for single coverage or $3,000 for family coverage on a calendar year basis; mid-year credit will be given for change in coverage July 1, 2015.
D.	Office Visit Co-Pay:	$25, then 100% insurance coverage for in-network providers. 70% insurance coverage, 30% employee share if the provider is out of network.
E.	Specialist Office Visit Co-Pay:	$40, then 100% insurance coverage for in-network providers. 70% insurance coverage, 30% employee share if the provider is out of network.
F.	Urgent Care Co-Pay:	$40, then 100% insurance coverage for in-network providers. 70% insurance coverage, 30% employee share if the provider is out of network.
G.	ER Co-Pay:	$100, then 100% insurance coverage.
H.	Non-Emergency ER Co-Pay:	$200, then 90% insurance coverage, 10% employee share if the hospital is within the network.

70% insurance coverage, 30% employee share if the hospital is out of network.

I. Routine preventive care, including PSA/PAP examinations, is 100% insurance coverage if the provider is in network; 70% insurance coverage, 30% employee share if the provider is out-of-network.

J. Routine preventive physical exams are 100% insurance coverage if the provider is in network; $25 co-pay, then 70% insurance coverage, 30% employee share if the provider is out-of-network.

K. Prescription Drug Coverage:

Retail Purchase Co-Pays:	$7.50 for generic/$25 for Formulary Drugs/$50 for Non-Formulary Drugs – 30 day supply.
Mail Order Co-Pays:	$15 for Generic/$50 for Formulary Drugs/$100 for Non-Formulary Drugs – 90 day supply.

Step down therapy will be required for certain prescription drugs. Mandatory mail order will be effective for second refill of recurring prescriptions. Certain brand names drugs may be required to use in order to comply with the rules established by HESE.

L. All other provisions of the medical insurance coverage will be established by HESE. Any changes in plan design will be mailed to all enrolled OAPSE members at least sixty (60) days in advance of the change(s).

Option B – Huron-Erie School Employees (HESE) Ideal Wellness Plan Design High Deductible:

A. Deductibles: $3,750 for single coverage or $7,500 for family coverage provided the employee participates and complies with the rules established by HESE to take a health screening annually prior to November of the preceding calendar year of coverage (except that all OAPSE members need not have a screening to qualify for the lower deductibles for calendar year 2015 claims).

$4,000 for single coverage or $8,000 for family coverage beginning January 1, 2016 if the employee does not participate and/or comply with the rules established by HESE to take a health

		screening annually prior to November 1st of the preceding calendar year of coverage.
B.	Co-Insurance:	70% insurance plan coverage, 30% employee share if the provider is within the provider network; $2,500 maximum out-of-pocket for single coverage, $5,000 maximum out-of-pocket for family coverage for in-network claims. 50% insurance plan coverage, 50% employee share if the provider is NOT within the provider network; $6,000 maximum out-of-pocket for single coverage, $12,000 maximum out-of-pocket for family coverage for out-of-network claims.
C.	Out-of-Pocket Maximums:	$6,250 for single coverage or $12,500 for family coverage on a calendar year basis, for in-network claims. $10,000 for single coverage or $20,000 for family coverage on a calendar basis, for out-of-network claims.
D.	Office Visit Co-Pay:	$50, then 100% insurance coverage for in-network providers. 50% insurance coverage, 50% employee share if the provider is out of network.
E.	Specialist Office Visit Co-Pay:	$100, then 100% insurance coverage for in-network providers. 50% insurance coverage, 50% employee share if the provider is out of network.
F.	Urgent Care Co-Pay:	$100, the 100% insurance coverage for in-network providers. 50% insurance coverage, 50% employee share if the provider is out of network.
G.	ER Co-Pay:	$300, then 100% insurance coverage.

H. Non-Emergency ER Co-Pay: $300, then 70% insurance coverage, 30% employee share if the hospital is within the network.

50% insurance coverage, 50% employee share if the hospital is out of network.

I. Routine preventive care, including PSA/PAP examinations, is 100% insurance coverage if the provider is in network; 50% insurance coverage, 50% employee share if the provider is out-of-network.

J. Routine preventive physical exams are 100% insurance coverage if the provider is in network; $50 co-pay, then 50% insurance coverage, 50% employee share if the provider is out-of-network.

K. Prescription Drug Coverage:

Retail Purchase Co-Pays: $10.00 for generic/$50 for Schedule A formulary drugs/$100 for Schedule B formulary drugs/$200 for non-formulary drugs – 30 day supply.

Mail Order Co-Pays: $20 for generic/$100 for Schedule A formulary drugs/$200 for Schedule B formulary drugs/$400 for non-formulary drugs – 90 day supply.

Step down therapy will be required for certain prescription drugs. Mandatory mail order will be effective for second refill of recurring prescriptions. Certain brand name drugs may be required to use in order to comply with the rules established by HESE.

L. All other provisions of the medical insurance coverage will be established by HESE. Any changes in plan design will be mailed to all enrolled OAPSE members at least sixty (60) days in advance of the change(s).

2. Dental Insurance

The Board agrees to make available a single or family dental plan in accordance with the employees contracted hours (see section 2 for Board and employee share of the monthly premiums). Plan is described as follows:

A. $25 deductible for single coverage/$50 deductible for family coverage.

B. $1,500 annual maximum for not-orthodontic and $1,000 lifetime maximum for orthodontic.

C. Benefit percentages are preventive 100% of reasonable and customary; basic restoration at 80% of reasonable and customary; major restoration at 80% of reasonable and customary; orthodontic at 60% of reasonable and customary.

3. Vision Insurance

Each employee can enroll in Vision Insurance with Vision Services Plan, as currently available for non-bargaining personnel and Margaretta Teachers Association members, for which the Board will pay the following percentage of the premium:

A. Employees contracted for full time 12 months per year, the Board will pay 87% for the 2025-26 school year; 86.5% for the 2026-27 school year; and 86% for the 2027-28 school year of the monthly premiums.

B. Employees contracted for 6 or more hours per day throughout the school year, the Board will pay 80% of the monthly premiums.

C. Employees contracted for 5 or more hours per day, but fewer than 6 hours per day throughout the school year, the Board shall pay 60% of the monthly premium.

D. Employees contracted for fewer than 5 hours per day throughout the school year, the Board shall pay 35% of the monthly premiums.

Vision expenses referenced above include bills from a medical doctor, optician, or optometrist of the employee's choice for eye exams, as well as bills for frames and lenses (including contact lenses). Any procedure which is covered through another form of insurance shall not be eligible, or prescription medication. Vision Services Plan design shall be made available to employees.

4. Board Share of Premium for Dental, Vision, and Health Insurance provided the employee is contracted for a minimum of one hundred twenty (120) days per year.

	Board Paid	Board Paid	Board Paid
Contracted	Percentage	Percentage	Percentage
Hours per Day	2025-26	2026-27	2027-28
7 or more	87%	86.5%	86%
6-7 hours	80%	80%	80%
4-6 hours	60%	60%	60%
3-4 hours	35%	35%	35%
Less than 3 hours	0%	0%	0%

Notwithstanding the foregoing, the Board-paid percentage is 87% for the 2025-26 school year; 86.5% for the 2026-27 school year; and 86% for the 2027-28 school year for all transportation employees.

5. Term Life Insurance

The Board shall purchase term life insurance for each employee in accordance with the following schedule of contracted hours:

Less than 998 annual hours	-	$15,000 effective September 1, 2021
998 to 1,273 annual hours	-	$20,000 effective September 1, 2021
1,274 to 2,080 annual hours	-	$25,000 effective September 1, 2021

The above amounts are reduced in accordance with the reduction formula of the benefits schedule based on attained age: Age 70-74 - 42% of above amounts; 75-79 - 28% of above amounts; 80-84 - 19% of above amounts; 85 and over - 13% of above amounts.

6. Section 125 Flexible Spending Plan

A. The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA) or a Section 125 Plan, in accordance with federal law and regulations. The FSA will have a third-party administrator selected by the Board. Costs incurred by the third-party administrator of the plan will be deducted from any balance left in the FSA at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

B. Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis in accordance with federal law and regulations.

7. Any employee who misses ten (10) or more days without pay in any month and who cannot provide a doctor's excuse shall pay 50% of the Board's share of their insurance coverage.

8. In accordance with the schedule set forth below, the Board shall pay a bargaining unit member, except for spouses who are covered by the District's medical insurance plan, up to Seven Hundred Fifty Dollars ($750) by June 30 of any given school year, if the bargaining unit member does not take Margaretta's health insurance. If, at any time during the school year, the member enrolls in the plan, they would then forfeit the stipend.

Contracted Annual Hours	Amount Received By Employee
1,288 or more	$750
1,012 – 1,287	$600
736 – 1,011	$450
368 – 735	$275
Less than 368	$150

9. Working Spouse Provision

A. Spouses of employees who elect family coverage, who are eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or a retiree in group health insurance and/or prescription drug insurance sponsored by their employer, business, organization, or any retirement plan, the spouse will be required to enroll in at least single coverage through their employer, business, organization, or retirement plan sponsored group insurance coverage.

B. This requirement (as stated in A.) does not apply to any employee's spouse who:

(1) Works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in their employer's, business's, organization's, or retirement plan's group health insurance coverage and/or prescription drug insurance.

(2) Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any form of remuneration) from that HESE district for waiving health insurance and/or prescription drug coverage.

10. Insurance Committee

An insurance committee shall be formed, consisting of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. This committee will meet on an as needed basis to jointly study and review the existing insurance programs, particularly with regard to whether appropriate coverage for unit members may be provided in a more cost-effective manner. Deliberations of the insurance committee shall not constitute negotiations, but the committee shall have the authority to make recommendations to both the Board and the Association. The insurance committee shall screen requests for services not covered by the insurance plan.

25. LABOR MANAGEMENT COMMITTEE

1. The Superintendent or his/her designated representative and the Association agrees to meet and discuss with the other concerning issues other than those included in this Agreement.

2. Such meetings shall be held at least on a bi-monthly schedule. Advance request shall be made at least ten (10) days before a proposed meeting date. The request shall be attached to the agenda of items to be discussed. All meetings shall be held at agreed-to times and places and shall not exceed two (2) hours, unless both parties agree to extend the meeting time.

3. Prior to October 30th of each school year a meeting should be scheduled with the building principals and the bus drivers to review student discipline procedures and other mutual concerns.

26. CLASSIFIED EMPLOYEES' LAYOFF - RECALL

1. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds or lack of work, the following procedure shall govern such layoff. This procedure supersedes ORC 3319.081 and takes precedent over ORC, pursuant to ORC 4117.10A.

2. If a reduction in the number of employees in a job classification due to lack of work is impractical, then there shall be a reduction in hours of employees within the respective job classification. The reduction in hours may affect less than the entire district and therefore not all of the employees within a job classification. If such is the case the employee(s) affected may elect to transfer to a non-reduced position within the same job classification provided the reduced employee holds higher seniority within job classification.

3. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.

4. Whenever it becomes necessary to lay off employees by reason as stated above, affected employees shall be laid off according to seniority within the job classification in accordance with Article 31. In case of identical seniority, and equal job performance, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

5. Job classifications shall be defined as those listed on the salary schedule, plus any job classifications created during the term of the within agreement.

6. A. The Board shall determine in which job classification the layoff should occur and the number of employees to be laid off. In the job classification of layoff, employees on probation shall be laid off before any employee in the job classification, employed under a continuing contract is laid off.

B. (1) Within a department as defined in Article 2 Recognition, an employee faced with a lay off shall be allowed to bump an employee in an equal classification or lower paying classification within their department on the basis of system seniority, as defined by Article 31, provided such employee possesses the necessary licenses and is determined by the Superintendent that they have the necessary skills and experience for that position.

(2) Any employee who bumps shall retain their classification seniority and retain the right to recall to their previous position during their recall period.

7. Ninety (90) days prior to the effective date of layoffs, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and job classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall state the following:

A. Reason for the layoff or reduction.
B. The effective date of layoff.
C. A statement advising the employee of their rights of reinstatement from the layoff.

A laid off employee must notify the Superintendent in writing within 5 days of receipt of the layoff notice if they wish to elect to bump in accordance with Section B 1 above. If the bump is approved the bumped employee shall receive a layoff notice and must within 5 days of receipt of notice notify the Superintendent in writing if they elect to bump. Once all bumping has ceased then layoff lists can be created.

The bumping notice to the Superintendent shall contain the specific position being bumped and their qualifications/licenses so the Superintendent can act promptly as the original layoff date shall remain in effect.

8. For the job classification in which the layoff occurs, the Board shall prepare a reinstatement list and, names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff.

Reinstatement shall be made from this list before any new employees are hired in that job description or any employee is reinstated from the probationary list.

9. Vacancies which occur in the job classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Notice of recall shall be by certified mail to last known address of the employee. If the recalled employee fails to contact the Superintendent or his/her designee in writing within five (5) working days of receipt of the notice, or whose notice of recall is returned as undeliverable shall forfeit all further rights to recall and their name shall be removed from the list.

10. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

27. PERFORMANCE APPRAISAL

1. Prior to April 30 of each year, each employee should have an appraisal of the previous year's performance completed by their supervisor. The appraisal should be reviewed and discussed with the employee by the supervisor. The appraisal shall not be placed in the employee's personnel file until the supervisor has discussed the appraisal with the affected employees, and the employee has had an opportunity to respond to any derogatory statements. Such employee response shall be attached to the appraisal and placed in the personnel file. Special Education Aides will be appraised utilizing the new Self-Assessment and Reflection and the Aide Evaluation, both of which are attached at the end of this Agreement.

28. OVERTIME

1. Minimum call-in or call-back shall be two (2) hours, this shall not apply to reporting early or staying past normal shift times.

2. All hours over eight (8) in one (1) work day or over forty (40) in one week shall be paid at time and one-half (1-1/2), calamity days shall count towards over 40 but not over 8 hours for time and one-half pay. All work performed on Sunday shall be paid at double (2) time. All work performed on Holidays shall be paid at double (2) time in addition to the regular Holiday pay.

   This provision is in excess of the Federal Fair Labor Standards Act (FLSA) minimum standards and shall not apply to bus driver extra trips. The FLSA minimums shall apply to bus driver extra trips, i.e. over 40 hours. In the event an employee who holds more than one (1) job classification and enters into overtime, said overtime shall be paid at the highest hourly rate of the job in which the employee is employed.

3. When more than one regular employee has heating responsibility within a building, weekend heating overtime shall be distributed on a rotational basis.

4. All Food Service employees who perform banquet duties after the regular school day shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate, providing they worked their regular shift that day.

29. HOLIDAYS

1. Nine month employees shall receive six (6) paid holidays each contract year as follows: Labor Day, Thanksgiving, Christmas, New Years Day, Martin Luther King Day, and Memorial Day.

2. Twelve (12) month employees shall receive ten (10) paid holidays each contract year, the same as in 1 above plus Good Friday, July 4th, and day after Thanksgiving, and the day before or after Christmas. Each year the 12 month employees shall vote as a group to observe the day before Christmas or the day after, OAPSE President shall notify the Business Manager prior to December 1st.

3. In order to receive holiday pay the employees must accrue earnings on the scheduled work day before and after the holiday.

30. SENIORITY

1. As specifically used in this Agreement seniority as hereinafter defined shall be applied.

   A. System seniority shall be defined as the length of continuous employment by an employee with the Board as computed from the employee's most recent date of hire.

   B. Classification seniority shall be defined as the uninterrupted length of continuous employment with the Board in a specific job classification computed from the employee's most recent date of hire or appointment to such classification.

   C. Date of hire or appointment into a job classification shall be defined as the effective date listed in the Board of Education meeting minutes. In the event of a tie the following shall be used to break the tie. Other previous regular employment with Margaretta Schools will be used first to break the tie. If neither had previous regular service then days of service as a substitute, in this classification, in the full school year preceding the school year of hire, shall be used to break the tie. In the event there is still a tie, the union president shall flip a coin to break the tie and advise the administration of the results. The tie shall

only be broken once and its results shall remain in effect so long as a tie continues to exist.

D. Employees who change departments or change job classification shall not accumulate job classification seniority during their probationary period, but shall continue to retain their seniority in their former job classification during this period. Upon completion of the probationary period, such employees shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification and shall no longer retain their former job classification seniority.

E. Employees on an approved leave of absence of over ten (10) continuous work days or on layoff shall retain all lawful rights of seniority provided in the provisions of this article and such leaves shall not constitute a break in service, however, the employee shall receive no seniority credit while on leave or layoff.

F. Vacation credit shall be defined as the employee's total system seniority, plus years of service with another governmental unit: i.e., State, County, Township, City, School. Any years containing less than 120 working days shall be excluded from vacation credit.

G. Years experience as stated on the Salary Schedule shall be defined as Job Classification Seniority plus approved and accredited prior job classification experience. All experience within a department (as defined in Article 2 Recognition) shall be included in accredited prior job classification experience.

31. EXTRA BUS TRIPS

1. Extra trips shall be available to all regular, qualified (CDL) Transportation Department employees on a round robin basis in seniority order. Extra trips will be posted each Friday by 6:00 A.M. for the week (Monday-Sunday) after next. At the start of the school year the first two weeks will be posted, then on the first Friday post the week after next. The week prior to an extended (at least a week) vacation post the next week or two weeks as appropriate until 5:00 P.M. the day before the vacation period. The last day shall be for the supervisor to fill any open trips on the emergency list. Each school year both lists shall start at the top.

2. Drivers will have from Friday morning through 5:00 P.M. Wednesday to rotate through the list and make their choices by writing their name in the space of the trip for the week after next. The driver at the top of the list has their choice of trips for the week, next driver has choice of trips remaining, and so forth. Drivers are allowed only one (1) trip per day, unless the emergency process is exhausted, and then a driver may take more than one (1) trip. After a driver chooses they move the pin to the next name. Pin movement is managed by OAPSE (lead driver/department representative).

3. Thursday A.M., the Transportation Supervisor will notify drivers, in order of the emergency list to determine who wants the remaining (if any) trips for the week after. Anyone on leave will be called at his/her turn. If they are not at home to take the call, it's a pass and the next driver is asked. Any trips left open after this procedure will be filled at the Supervisors discretion (i.e. subs). Once trips are chosen through Steps 2 or 3 there shall be no switching or trading trips.

4. Emergency trips are any trips with short notice and not available for the process in section 2 above. As they become available the Supervisor shall offer the trip(s) using the process in section 3 above.

5. Once a driver signs a trip during the bid process and that trip is canceled for any reason, the driver then has the choice of receiving two (2) hours pay or being placed on the top of the emergency trip list.

   All extra trips shall commence at the time the supervisor directs the driver to leave for loading and shall end when the driver returns to the bus garage. All trips shall have fifteen (15) minutes added to the trip time designated by the supervisor on the trip sheet. The fifteen (15) minutes should be added to the end of the trip, and it is the sole responsibility of the driver to add the fifteen (15) minutes to the ticket before being handed in for pay.

   If there is a conflict between the driver's regular shift and an extra trip the driver shall receive regular pay for their normal shift and the extra trip hours shall begin at the normal shift ending time.

   If the scheduled driver is sick and cannot take the scheduled trip it shall be offered to the next eligible on the emergency list.

6. A rescheduled or delayed trip shall not be considered a new trip, the original driver shall be assigned to the trip. If the original driver is unable to take the trip it shall be considered a new trip and be offered to the next driver in line on the emergency list. The original driver shall receive the minimum two (2) hour pay.

7. Drivers taking extra trips shall be responsible for cleaning the bus interior and refueling the bus upon their return from the trip, or as soon as possible if the fuel pumps are turned off.

8. The Transportation Supervisor shall provide directions for the trip and an Ohio map if requested.

9. The Transportation Supervisor shall secure drivers for the trips that occur over the summer months in round robin order according to seniority from a list of drivers that have requested summer trips.

10. Extra trips to pick up or return students to the Ohio School for the Deaf shall be paid at the H. I. rate instead of the Extra Trip Rate.

11. Overnight Field Trips

A. This includes field trips for which a driver is scheduled for overnight lodging.

B. For overnight field trips, bus drivers shall be paid One Hundred Fifty Dollars ($150.00) per day.

C. If the departure for an overnight trip is 4:00 p.m. or later, the driver of said trip shall be paid Ninety Dollars ($90.00) if under six (6) hours.

D. If return from an overnight trip is prior to 4:00 p.m., the driver shall be paid Ninety Dollars ($90.00) if under six (6) hours.

E. The driver of said trip shall have comparable, separate lodging.

F. Meals shall be reimbursed only upon presentation of receipts and within Board of Education policy guidelines.

32. LONGEVITY PAY

Upon completion of the 20th year of regular service with Margaretta Schools, a one-time longevity bonus of $650 shall be paid. Payment shall be made by the August 31st following the 20th July 1st anniversary.

33. EMPLOYMENT CONTRACTS

Regular non-teaching school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one year. During the one year probationary period, the employee's contract can be terminated at any time by notifying the employee of the Board's action terminating his/her contract. The termination is not subject to the discipline procedure set forth in Article 39 and shall not be grievable.

For employees hired on or before July 1, 2021, if such employees are rehired, their subsequent contracts shall be for a period of one year, or two years, or continuing, at the discretion of the Board. Any employee whose subsequent contract was a one year contract, if rehired, shall receive another one year contract before being eligible for continuing contract status.

For employees hired after July 1, 2021, if such employees are rehired, their subsequent contracts shall be for a period of one year. If the employee is rehired, they shall receive a two-year contract. If the employee is rehired following the first two-year contract, they shall receive

another two-year contract. If the employee is rehired following their second two-year contract, they shall receive a continuing contract.

This supersedes ORC 3319.081 and takes precedent over Ohio Revised Code pursuant to 4117.10A.

34. PERSONNEL FILES

Once a person is employed no derogatory material concerning a person's conduct, service, character, or personality shall be placed in this file unless the person is permitted to read the material. The person shall acknowledge that he/she has read such materials by affixing his/her signature and date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the person refuses to sign, a dated note to that effect may be attached to the material. The material to be placed on file no longer than five (5) years at which time it will be returned to the employee.

The person shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Upon appropriate request by the person, he/she shall be permitted to examine his/her file which must be done in the presence of an administrator of his/her designee during normal office hours.

The person shall be entitled to a copy of any material in his/her file except for material originally supplied to the administration as confidential, previous to employment, or confidential recommendations for an administrative position.

A grievance or complaint filed through our grievance procedure by a person will not be filed in his/her personnel file.

35. EXCLUSIVE RIGHTS, RIGHT OF ACCESS

The Representative for the Association shall have the right to visit schools or places of work. Either prior to or immediately upon the arrival of the representative at any school or place of work, the representative shall advise the principal or in his/her absence, the acting building administrator or supervisor, of his/her desire to visit the work place and secure the permission of such administrator to make the visit. Such permission shall not be denied but may be delayed only if the visit, at the time desired, would interfere with the regular duties of the staff member(s) to be contacted. Visits with employees may only be arranged before or after school, during lunch; or during the employee's break period which may be at a different time than normal so as to accommodate the visit. Also, employees within the system shall not visit other employees on Association matters and interrupt their normal working duties.

Annual Delegate Conference:

The Local shall be permitted to send two (2) delegates to the OAPSE Annual Delegate Conference for up to three (3) days leave with pay. The Board shall not be responsible for any travel expense.

36. ILLNESS OF ALCOHOLISM AND DRUG ABUSE

An employee having an illness or other problems relating to the use of alcohol or other drugs will receive the same careful consideration and offer of an assistance that is presently extended to employees having any other illness.

Unsatisfactory job performance or behavior resulting from alcohol or a controlled substance will result in appropriate corrective or disciplinary action.

No employee will have his/her job security or promotion opportunities jeopardized by his/her request for counseling or referral assistance.

Medical records of employees with alcohol or other drug abuse problems will be preserved with the same degree of confidence as all other medical records.

Employees who suspect they may have an alcoholism or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

37. EMPLOYEE LIABILITY

No bargaining unit member shall be responsible for payment of any judgment, costs, and/or expenses for any injury, death, or loss to persons or property allegedly caused by an act or omission of the employee which occurred within the scope of his/her employment. The employee is immune from liability unless one of the following applies.

1. His/Her acts or omissions were manifestly outside the scope of his/her employment or official responsibilities.

2. His/Her acts or omissions were with malicious purpose, in bad faith, or in a wanton or reckless manner.

3. Liability is expressly imposed upon the employee by a section of the revised code.

38. PROGRESSIVE DISCIPLINE/PROCEDURES

Once an employee is retained beyond the probationary period, the Superintendent may impose workplace discipline as appropriate. No such employee shall be issued discipline except where the discipline is based upon just cause. The just cause standard does not apply to the discipline or termination of employees serving an initial probationary period. Employees serving an initial probationary period who are disciplined or terminated from service with the Employer shall have no recourse to the grievance procedure provided for in this Agreement to appeal such action.

Any employee may be requested by the Employer to submit to an interview or other form of questioning. Where the employee reasonably believes the interview or questioning may result in disciplinary action against the employee, that employee shall be entitled, upon request, to have a Union representative present. The employee shall further have the right to confer for up to fifteen (15) minutes with his Union representative prior to submitting to questioning by the Employer.

Paid release time shall be granted to all bargaining unit members involved in any step of the disciplinary procedure if the bargaining unit member is scheduled to work during that time.

Ordinarily, discipline shall be progressive in nature, with oral warning prior to written warning, and written warning prior to suspension, and suspension prior to termination. However, deviation from progressive discipline may become necessary when the seriousness of the offense warrants suspension or termination without regard to the prior disciplinary record of the employee.

Before a non-probationary employee is suspended without pay or given a working suspension, or terminated, the Superintendent or his designee shall hold a pre-disciplinary hearing at which the employee will be informed of the Superintendent's or designee's intended action, a summary of the grounds upon which such action would be based, and a summary of the evidence in support of the intended action. The employee shall have the right to Union representation at the conference. The employee may then respond to, refute, deny, or otherwise challenge the charges. Within fifteen (15) days of the close of the pre-disciplinary hearing, unless additional time is needed, the Superintendent or designee shall determine what action, up to and including suspension without pay, if any is appropriate. The employee and Union president will be notified of his/her decision and its effective date and time.

The employee may file a grievance about his or her suspension without pay, working suspension, or termination within ten (10) working days of receipt of the Superintendent's notice of action, or the Board's action to terminate.

Material shall remain in the employee's personnel file in accordance with Article 34 Personnel Files.

Bargaining unit employees may, by appointment, view his/her personnel file. A bargaining unit member shall be notified before any discipline is placed in the file.

Appeal of discipline under this Article 38 shall be limited to Article 9.

39. ATTENDANCE INCENTIVE

1. Personal Leave Bonus

   An employee who uses no personal leave or deduct days during the Contract Year (July 1 - June 30) shall receive a bonus of one hundred dollars ($100) or half of the employee's contracted day rate for the three (3) personal leave days not used, whichever is greater.

2. Sick Leave Bonus

   A. Nine or Ten month employees who do not use any sick leave or deduct days during a semester shall be eligible for a $100.00 bonus for either semester. An additional $75.00 bonus shall be paid if no sick leave or deduct days are used during both semesters. The semester includes regular scheduled work days before or after the first or last student day.

      Twelve month employees shall be eligible for the above bonus plus an additional bonus of $75.00 if no sick leave is used during the summer. The twelve month work year for bonus purposes is defined as the fiscal year, i.e. Fiscal year 1999 equals June 1999, July & August of 1998.

   B. Professional Leave, Jury Duty, Bereavement Leave, and Vacation Leave shall be treated the same as a "regular day worked for the Attendance Incentive Plan only.

3. Bonus Payment

   The above bonuses shall be paid as soon as possible after the end of the contract year.

40. BUS ROUTES

Bus routes shall be a minimum of four (4) hours (can be three and one-half (3.5) hours for drivers working another job in the District), with the exception of the EHOVE, Parochial routes, and a physically handicapped route(s). Bus route times are to be estimated by the Transportation Supervisor. Route bidding will occur only if there is a vacancy. If an employee is not going to be present for the route bidding, the employee must submit their route preferences in writing to the supervisor or designee prior to the awarding of the first route. Route times shall be in quarter hour increments and include time to inspect the bus daily. During the first two (2) weeks of school if the driver feels the route time is inadequate they may appeal to the supervisor. The

supervisor will ride with the driver to ensure the route is being run as intended and if an adjustment is needed it will be made.

If the route is different than originally set, the route time shall remain as set unless a significant route change has occurred that causes the route to consistently run over/under the set time. If a significant route change has occurred the time shall be adjusted up or down at the beginning of the next pay period. The supervisor will ride with the driver to ensure the route is being run as intended and if an adjustment is needed it will be made.

Route time shall be used to compute annual estimated earnings for these drivers selecting summer pay. Any adjustments or extra trips shall be paid during current pay period.

If the board reduces the hours of a bus driver employed on or before July 1, 2005 as a bus driver, the percentage of the insurance premiums paid by the bus driver shall not be affected. This provision shall not apply to those employees who bid on a route of lesser hours.

41. DRUG AND ALCOHOL TESTING

1. Effective January 1, 1996 the Board is required to comply with Federal Omnibus Transportation Employee Testing Act of 1991 and DOT regulations for all employees in a safety sensitive function. The law in general requires testing pre-employment, post-accident, reasonable suspicion, random, and return-to-duty/follow-up. The expense of drug and/or alcohol testing shall be borne by the Board and at no expense of the employee. Any rehabilitation required by the substance abuse professional shall be at the expense of the employee. The employee shall be at work and compensated at their regular rate of pay while being tested.

2. Testing Requirements

   A. Alcohol

      Alcohol use that could affect the performance of safety-related functions are prohibited. Specific prohibitions include 1) Use of alcohol on the job; 2) Use of alcohol during the 4 hours before performance of a safety-sensitive function; 3) Having prohibited concentrations of alcohol in the system on the job; 4) Use during the 8 hours following an accident; and 5) refusal to take a required test. An employee having an alcohol concentration of 0.04 or greater shall be relieved of duty without pay until they have been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional and passes a re-test. An employee having a blood alcohol concentration of 0.02 or greater but less than 0.04 shall be relieved of duty without pay for 24 hours and must pass a re-test.

B. Controlled Substance

Employees shall obtain certification from a physician that their use of a controlled substance is authorized by the physician and will not adversely affect his/her ability to safely work. Use of any other controlled substance while working is prohibited. If an employee has been determined to have engaged in the prohibited use of a controlled substance he/she shall be relieved of duty without pay until they have been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional and passes a re-test.

C. Post Accident Testing

Any employee in a safety sensitive function involved in an accident that involves the loss of human life or is cited under state or local law for a moving violation shall submit to the required post-accident testing. Within 2 hours of the accident the employee shall make every effort to have the alcohol test administered. If unable to have the alcohol test administered within 2 hours, efforts should continue for up to 8 hours after the accident. Within 32 hours after the accident the employee shall submit to the controlled substance test.

D. Random Testing

At various times employees in a safety sensitive function will be randomly selected for alcohol and controlled substance testing. Employees may only be tested while performing, or immediately before, or immediately after performing the safety-sensitive function.

E. Reasonable Suspicion Testing

A supervisor or the Superintendent may require an alcohol and/or controlled substance test when there is reasonable suspicion that the employee has violated the rules. Suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Observations may include indications of the chronic and withdrawal effects of controlled substance. The Board shall provide transportation to the testing site and return to garage if negative test results, return to home if positive test results. If positive test results are obtained there shall be no compensation for testing time.

F. Return to Duty/Follow-Up Testing

Employees who have violated the alcohol or controlled substance rules must undergo a return to duty alcohol test indicating an alcohol concentration of less than 0.02 and/or a verified negative controlled substance test, before returning to a safety-sensitive function. Employees identified by a substance abuse professional as needing assistance in resolving problems with alcohol and/or controlled

substance use, who return to performance of a safety-sensitive function, are subject to follow-up testing. Follow-up testing is to consist of unannounced alcohol and/or controlled substance test over the first 12 months following the employee's return to duty. The number of follow-up tests is to be determined by the substance abuse professional.

G. Discipline

Any violation by an employee of this section, DOT regulations, or the Federal Employee Testing Act shall be subject to discipline in accordance with Section 38. Progressive Discipline/Procedures.

Any employee who refuses to take a required test is deemed to have failed the test. The failure to provide adequate breath for testing without a valid medical reason; engaging in conduct that clearly obstructs the testing process; failure to sign the alcohol testing form; refusal to cooperate in the controlled substance testing process and leaving the scene of an accident before post-accident testing is performed (except when necessary for medical treatment) also constitutes a refusal to submit to a test. The employees contract shall automatically expire upon receipt of notification that the employee has had their Commercial Drivers License suspended and/or revoked due to Drug and Alcohol testing.

42. WAIVER OF TUITION

Children of employees who do not live in the Margaretta Local School District and who wish to enroll must first apply to enroll through open enrollment. If open enrollment is not available, the Board agrees to waive all tuition costs for the children (including adopted and/or foster) of an employee who resides outside of the Margaretta Local School District in accordance with O.R.C. §3313.64.

43. REQUIRED RE-TRAINING

The Board shall pay the registration/tuition fees for training required by the Board or other agencies to maintain certification required to perform work responsibilities. All hours spent in required classes shall be considered as work hours and paid at regular rate of pay. Employees completing required training by September 30 of each school year, either in-person or online, shall receive payment of Two Hundred Dollars ($200) annually.

44. UNIFORMS

The Board shall pay for the cost of one (1) uniform per workday for the Fleet Mechanic and Assistant Fleet Mechanic.

45. SUCCESSOR CLAUSE

This agreement is entered into between the Board, its successor and or assignee, and the Association. Said successor and or assignee shall assume all responsibilities and commitments as covered under this collective bargaining agreement.

46. DIRECT DEPOSIT

All employees shall receive their pay by Direct Deposit.

47. BUS AIDES

Effective the pay period beginning on May 6, 2023, Bus aides that hold a CDL with School Bus Endorsement shall be paid the hourly rates set forth in column G of the salary schedule at their current step.

48. PARAPROFESSIONAL STIPEND

Effective July 1, 2006 board shall pay an additional $0.10/hour to any educational/library aide who has met the qualifications as a paraprofessional as defined by the no child left behind act.

49. SPECIAL EDUCATION AIDES

1. Special Education Aides shall be paid the hourly rates set forth in Column K of the salary schedule.

2. The hours to be worked by the Special Education Aides and their assignments will be determined by the administration on a case-by-case basis to meet the needs of the special education student or students under the special education aides' supervision. The number of hours each special education aide will work can be increased or decreased throughout the school year to accommodate changes in a student or students IEPs, placement, or moving into or leaving the school district. The change in a Special Education Aides hours or assignment is not subject to the layoff procedure set forth in Article 26.

3. All Special Education Aide positions are one year contracts and shall terminate automatically at the end of the contract term without notice to the employee or action by the Board. It is the intent of the parties that this provision supersedes O.R.C. Sections 3319.081 and 3319.083.

4. Special Education Aides who have been trained to assist Visually Impaired students in the learning process and are assigned to at least one student who is Visually Impaired, shall receive an additional One Dollar ($1.00) per hour for all hours worked under the following conditions and performing the following job responsibilities:

   A. The Special Education Aide Visually Impaired Specialist must be assigned to one or more Visually Impaired student(s). If they do not have a Visually Impaired student to serve, or if their role changes, the Special Education Aide Visually Impaired Specialist will be paid the hourly rate established by the salary schedule for Special Education Aides, and they shall not receive the additional One Dollar ($1.00) per hour.

   B. The Special Education Aide Visually Impaired Specialist shall be prepared to assist with specialized instruction of the Visually Impaired Students, including consulting with the teachers and administrators in the most effective and efficient educational system for the student(s), assisting the student(s) with visual aids or technology designed to help with the comprehension and instruction, and implementation of the agreed-upon educational strategies developed to maximize student achievement.

   C. The Special Education Aide Visually Impaired Specialist shall be proficient in the use of braille materials and possess the knowledge to develop ways to use the materials available that are designed for the student(s) to be served.

   D. The Special Education Aide Visually Impaired Specialist must be able to efficiently use a brailler with braille paper, devices, and adaptive materials designed for the Visually Impaired student, and assist with the use of technology in the learning process.

   E. The Special Education Aide Visually Impaired Specialist must be willing and able to attend professional development opportunities in the areas of Visually Impaired Education.

5. In the event that transportation of special needs students is needed for field trips, the classroom aide responsible for the needs of the student throughout the day will be the aide for the trip, covering aide duties on the bus as well as during the field trip. This applies to the special education aides who have been trained in using handicap bus lift equipment only. Should no special education aide with lift operation training be available for the field trip, then the handicap bus aide will be assigned to the trip.

50. COMPENSATION

An employee shall be paid in accordance with the Noncertified Salary Schedule, a four percent (4%) increase effective July 1, 2025; a four percent (4%) increase effective July 1, 2026; and a four percent (4%) increase effective July 1, 2027.

Bargaining unit members' will be paid in twenty-four (24) equal pays covering the contracted year. Pays will be on the 10th and 25th of each month. If a pay day falls on a weekend or holiday, bargaining unit members shall be paid on the previous workday. Additional time card payments will be made in the appropriate pay period.

Building Aides (Classroom, Office, Special Education) and TCS bus drivers shall be paid regular pay on two-hour delay days.

51. CALAMITY DAYS

Employees who are in active pay status, and who do not work on a calamity day, will be paid for up to five (5) calamity days per school year at the member's contractual pay rate for their regularly scheduled hours. The hours paid for a calamity day, but not worked by the employee, will not be applied to hours worked when calculating overtime pay. During the first five (5) calamity days, if an employee works, the employee will receive pay for the hours worked in addition to pay for the calamity day. Employees will not receive calamity pay for any calamity days beyond five (5) days. If the day is later made up, the employee will receive pay for the hours worked on the made up day. It is the intention of the parties that this provision supersedes the requirements set forth in ORC §3319.081 and other provisions governing calamity day pay.

If a delay is called after an employee's start time, they will receive thirty (30) minutes of pay if they return home. Employees staying at work with the approval of their direct supervisor will fill out a timesheet for their work that day.

52. EMPLOYMENT OF INTERMITTENT EMPLOYEES

Intermittent employees are defined as those employees who do not work on a regular-scheduled or on a pre-defined, consistent basis. They work periodically on an as-needed basis where start times, end times, days of the week, and times of the year will vary dependent upon the needs for the work performed. The intermittent employee is not a substitute for an existing OAPSE employee; rather, they supplement the work force.

An intermittent employee shall be employed under the following conditions:

1. The Board shall employ intermittent employees on limited one-year contracts, and the contracts shall automatically terminate at the end of June. Such employees shall be employed pursuant to Article 21 Vacancies.

2. The intermittent employee shall be hired under a job classification within the collective bargaining unit and shall follow the terms of this agreement, with the exception of the following:

   A. The intermittent employee shall not be eligible to enroll in the insurance plans, including medical, dental, vision, or life insurance.

   B. The intermittent employee shall be eligible for paid leave, including sick, vacation, military, bereavement leave, jury duty, or any other leave of absence.

   C. The intermittent employee shall not be entitled to holiday pay.

   D. The intermittent employee will not earn seniority time while employed in an intermittent capacity.

   E. The intermittent employee shall not be eligible for longevity pay while they remain an intermittent employee. However, the time worked as an intermittent employee will be considered regular service for the determination of longevity pay if the intermittent employee is later employed on a regular basis and there is no break in employment.

   F. One year's experience or regular service shall be defined as having worked 120 days for the purposes of determining experience on the salary schedule and for vacation days if the intermittent employee is hired full-time into a position that earns vacation leave.

   G. The intermittent employee shall not be entitled to calamity compensation.

3. The intermittent employee may be a current OAPSE member filling a regular position, but will work intermittently during times not contracted to be in the regular position.

4. If the intermittent employee is also an existing OAPSE regular employee, management reserves the right to set the hours of intermittent work and may, at times, instruct the employee to perform the tasks assigned to them on an intermittent basis. In those situations, the intermittent employee will be paid the higher rate of pay for the conflicting times, but the employee will not be paid for both positions at the same time.

MARGARETTA LOCAL SCHOOL DISTRICT
OAPSE NON-CERTIFIED SALARY SCHEDULE
EFFECTIVE July 1, 2025 - June 30, 2026

Years	A	B	C	D	E	F	G	H	I	J	K	Wage Incrs: 4.00%
0	$16.91	$17.63	$17.98	$20.49	$20.64	$20.82	$21.60	$23.78	$17.12	$14.67	$20.28	
1	$17.14	$17.90	$18.21	$20.65	$20.89	$21.07	$21.86	$23.99	$17.39	$14.94	$21.03	
2	$17.42	$18.14	$18.50	$20.99	$21.15	$21.30	$22.07	$24.26	$17.58	$15.17	$21.63	
3	$17.63	$18.32	$18.71	$21.23	$21.34	$21.54	$22.35	$24.50	$17.90	$15.37	$22.31	
4	$17.90	$18.62	$18.99	$21.48	$21.60	$21.80	$22.56	$24.71	$18.08	$15.61	$22.99	
5	$18.14	$18.84	$19.23	$21.75	$21.86	$22.01	$22.85	$25.00	$18.46	$15.86	$23.66	
10	$19.06	$19.78	$20.14	$22.68	$22.85	$23.00	$23.52	$25.94	$19.34	$16.79	$23.99	
15	$19.33	$20.05	$20.42	$22.92	$23.05	$23.22	$23.78	$26.19	$19.48	$17.07	$24.18	
20	$19.59	$20.28	$20.64	$23.16	$23.31	$23.49	$24.08	$26.42	$19.75	$17.28	$24.36	
25	$19.78	$20.51	$20.89	$23.40	$23.52	$23.70	$24.38	$26.66	$20.03	$17.53	$24.55	
27	$20.05	$20.91	$21.16	$23.65	$23.78	$23.97	$24.63	$26.92	$20.27	$17.78	$24.74	
30	$20.28	$21.14	$21.37	$23.88	$23.99	$24.21	$24.85	$27.13	$20.49	$18.00	$24.99	

A	Cashier Cook - Assistant Kitchen Helper	F	Groundskeeper / Maintenance / Mechanic	I	Bus Aide / Guidance Aide Educational Aide / Library Aide ISI / Study Hall Monitor
		G	Bus Driver		
B	Cook	G	Special Education Driver at step	J	Mail Route Carrier
C	Custodian III		Extra Bus Trip Driver $23.00/hr w/ a minimu	K	Special Education Aide / Office Aide
D	Custodian II/Groundskeeper Ass	G	Bus Aide with CDL		
E	Head Custodian I	H	Fleet Mechanic / Skilled Maintenance		Visually Impaired Special Ed. Aide add'l $1.00/hr. Paraprofessional Education Aide add'l $0.10/hr.

Additional Stipends:

Boiler License additional $0.45/hr. | Pesticide Certificate add'l $0.25/ hour | Stand-by Boiler License add'l $0.10/hr.

MARGARETTA LOCAL SCHOOL DISTRICT
OAPSE NON-CERTIFIED SALARY SCHEDULE
EFFECTIVE July 1, 2026 - June 30, 2027

Years	A	B	C	D	E	F	G	H	I	J	K	Wage Incrs: 4.00%
0	$17.59	$18.33	$18.70	$21.31	$21.47	$21.65	$22.46	$24.74	$17.80	$15.26	$21.09	
1	$17.82	$18.61	$18.94	$21.48	$21.73	$21.91	$22.74	$24.95	$18.08	$15.54	$21.87	
2	$18.12	$18.86	$19.24	$21.83	$22.00	$22.15	$22.95	$25.23	$18.28	$15.78	$22.50	
3	$18.33	$19.06	$19.46	$22.08	$22.19	$22.40	$23.24	$25.48	$18.61	$15.99	$23.20	
4	$18.61	$19.36	$19.75	$22.34	$22.46	$22.67	$23.46	$25.70	$18.80	$16.23	$23.91	
5	$18.86	$19.60	$20.00	$22.62	$22.74	$22.89	$23.76	$26.00	$19.20	$16.49	$24.61	
10	$19.83	$20.57	$20.95	$23.59	$23.76	$23.92	$24.47	$26.98	$20.12	$17.46	$24.95	
15	$20.11	$20.85	$21.23	$23.84	$23.97	$24.15	$24.74	$27.23	$20.26	$17.75	$25.15	
20	$20.38	$21.09	$21.47	$24.09	$24.24	$24.43	$25.04	$27.47	$20.54	$17.98	$25.33	
25	$20.57	$21.33	$21.73	$24.34	$24.47	$24.65	$25.35	$27.72	$20.83	$18.24	$25.54	
27	$20.85	$21.75	$22.01	$24.60	$24.74	$24.93	$25.61	$27.99	$21.08	$18.50	$25.73	
30	$21.09	$21.99	$22.23	$24.83	$24.95	$25.18	$25.84	$28.22	$21.31	$18.72	$25.99	

A Cashier Cook - Assistant Kitchen Helper	F Groundskeeper / Maintenance / Mechanic	I Bus Aide / Guidance Aide Educational Aide / Library Aide ISI / Study Hall Monitor	
B Cook	G Bus Driver	J Mail Route Carrier	
C Custodian III	G Special Education Driver at step	K Special Education Aide / Office Aide	
D Custodian II/Groundskeeper Ass	Extra Bus Trip Driver $23.00/hr w/ a minimu		
E Head Custodian I	G Bus Aide with CDL		
	H Fleet Mechanic / Skilled Maintenance		

Additional Stipends:

Boiler License additional $0.45/hr.	Pesticide Certificate add'l $0.25/ hour	Stand-by Boiler License add'l $0.10/hr Visually Impaired Special Ed. Aide add'l $1.00/hr. Paraprofessional Education Aide add'l $0.10/hr.

MARGARETTA LOCAL SCHOOL DISTRICT
OAPSE NON-CERTIFIED SALARY SCHEDULE
EFFECTIVE July 1, 2027 - June 30, 2028

Years	A	B	C	D	E	F	G	H	I	J	K	Wage Incrs: 4.00%
0	$18.29	$19.07	$19.45	$22.16	$22.33	$22.52	$23.36	$25.73	$18.52	$15.87	$21.93	
1	$18.54	$19.36	$19.70	$22.34	$22.60	$22.79	$23.64	$25.95	$18.81	$16.16	$22.74	
2	$18.84	$19.62	$20.01	$22.70	$22.88	$23.04	$23.87	$26.24	$19.01	$16.41	$23.40	
3	$19.07	$19.82	$20.24	$22.96	$23.08	$23.30	$24.17	$26.50	$19.36	$16.63	$24.13	
4	$19.36	$20.14	$20.54	$23.23	$23.36	$23.58	$24.40	$26.73	$19.55	$16.88	$24.87	
5	$19.62	$20.38	$20.80	$23.52	$23.64	$23.80	$24.71	$27.04	$19.97	$17.15	$25.59	
10	$20.62	$21.39	$21.79	$24.53	$24.71	$24.88	$25.44	$28.05	$20.92	$18.16	$25.95	
15	$20.91	$21.69	$22.08	$24.79	$24.93	$25.12	$25.73	$28.32	$21.07	$18.46	$26.15	
20	$21.19	$21.93	$22.33	$25.05	$25.21	$25.41	$26.04	$28.57	$21.36	$18.70	$26.34	
25	$21.39	$22.18	$22.60	$25.31	$25.44	$25.64	$26.37	$28.83	$21.66	$18.97	$26.56	
27	$21.69	$22.62	$22.89	$25.58	$25.73	$25.93	$26.64	$29.11	$21.92	$19.24	$26.76	
30	$21.93	$22.87	$23.12	$25.83	$25.95	$26.19	$26.87	$29.35	$22.16	$19.47	$27.03	

A	Cashier Cook - Assistant Kitchen Helper	F	Groundskeeper / Maintenance / Mechanic	I	Bus Aide / Guidance Aide Educational Aide / Library Aide ISI / Study Hall Monitor
B	Cook	G	Bus Driver	J	Mail Route Carrier
C	Custodian III	G	Special Education Driver at step 1	K	Special Education Aide / Office Aide
D	Custodian II/Groundskeeper Ass	G	Extra Bus Trip Driver $23.00/hr w/ a minimu		
E	Head Custodian I	G	Bus Aide with CDL		
		H	Fleet Mechanic / Skilled Maintenance		

Additional Stipends:

Boiler License additional $0.45/hr.

Pesticide Certificate add'l $0.25/ hour

Visually Impaired Special Ed. Aide add'l $1.00/hr.

Paraprofessional Education Aide add'l $0.10/hr.

Stand-by Boiler License add'l $0.10/hr.

Aide Name _____ Date _____

Self-Assessment & Reflection

1. Using the evaluation as a guide, what do you consider to be the most important skills that your job requires?

2. Explain some aspects of your job that you like the best. Why? What strengths, highlights or accomplishments do you feel you've achieved so far this school year?

3. What aspects of your job did you feel were the most difficult? What was your biggest struggle on a daily/weekly basis?

4. What are some ways that you feel you can be supported in your daily job and for your continuous professional growth?

5. Discuss the areas of the job in which you feel you need more training and experience.

Aide Name _____ Date _____

Evaluator _____

Aide Evaluation

General Competencies	Exceeds Expectations	Meets Expectations	Emerging	Unsatisfactory	Additional Comments (if needed)
Professional demeanor					
a. Presents self in respectful and respectable manner					
b. Performs appropriately with minimal supervision					
c. Takes direction, accepts responsibility, follows through on assignments					
d. Gives appropriate feedback to students, co-workers and supervisors					
Interpersonal Skills					
a. Writes and speaks so that others can clearly understand the message					
b. Respects the rights and confidentiality of the students and staff					
c. Organized					
Teamwork					
a. Cooperates with all team members (contributes to the team)					
b. Implements teacher or administrator assignments & directions					
c. Follows district policies					
d. Responsive to needs of coworkers,students, parents, & community					
e. Maintains professional boundaries w/ parents					

Resourcefulness					
a. Seeks solutions to issues independent of supervisor when needed					
b. Applies knowledge and skills to all situations					
c. Uses a positive approach with students and staff					
d. Demonstrates initiative ie: Is flexible, assesses and makes appropriate decisions					
Attendance/punctuality					
a. Illness					
b. Personal leave					
c. Leave without pay					
Time management					
a. Time Management	N/A		N/A		

Additional Comments

_____

_____

_____

_____

Aide Comments

_____

_____

_____

_____

_____ _____ _____ _____

Aide Signature Date Administrator Date