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NEGOTIATED AGREEMENT

BETWEEN THE

ADA EXEMPTED VILLAGE
BOARD OF EDUCATION

AND

ADA CLASSIFIED ASSOCIATION

Ada Exempted Village Schools

Ada, Ohio

EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1 – SCOPE OF THE AGREEMENT

This contract contains the full and complete agreement between the Ada Board of Education and the Ada Classified Association. All rights that are not mentioned in the Agreement belong to the Ada Board of Education. The Association shall be given the opportunity to bargain prior to any changes affecting wages, hours, terms and other conditions of employment pursuant to Revised Code 4117.08. On those non-negotiable policy changes, additions or deletions the Board shall notify the Association.

ARTICLE 2 – RECOGNITION

Pursuant to an election on Sept. 6, 1991, the Ada Exempted Village Board of Education (“employer” or “District”) recognizes the Ada Classified Association, OEA/NEA, (“Association”) as the certified sole and exclusive bargaining representative for all full-time and part-time regularly employed non-certificated personnel.

Excluded from the unit are all other personnel, including but not limited to certificated personnel, Superintendent of Schools and all other management level, supervisory, professional, confidential, seasonal and casual employees and independent contractors as defined pursuant to ORC 4117, including the Treasurer, Assistant Treasurer, Cafeteria Supervisor, Maintenance Supervisor, Transportation Supervisor, or Superintendent’s secretary.

These exclusions encompass current personnel and persons who become employed in positions falling within the exclusions.

Should a dispute arise over the inclusion or exclusion of a position in the bargaining unit, the Association shall notify the Employer and the parties will attempt to resolve the dispute. If the dispute is not resolved, the dispute shall not be settled by the grievance-arbitration procedures of this agreement, but the Association shall file a unit clarification petition with SERB.

ARTICLE 3 – DEFINITIONS

1. “Association” means the Ada Classified Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.
2. “Board” means the Board of Education of the Ada Exempted Village School District that is a party to this Agreement.
3. “Days” means calendar days except when otherwise indicated in this agreement.
4. “District” means the employer known as the Ada Exempted Village School District.

5. “Employee” means a person who is a member of the bargaining unit as defined in Article 2 of this Agreement.
6. “Employer” means the same as “District” or “Board.”
7. “Immediate Supervisor” means the supervisor to whom the employee reports directly.
8. “N.E.A.” means the National Education Association.
9. “A.C.A.” means the Ada Classified Association.
10. “O.E.A.” means the Ohio Education Association.
11. “Full-time employee” means a bargaining unit employee who is under contract with the Board for a full time position which consists of being regularly scheduled to work each week not less than 30 hours per week.
12. “Part-time employee” is a bargaining unit employee who is regularly scheduled to work less than 30 hours per week.
13. “Contract status” means limited or continuing contract.
14. 12 Month Contract Period is from July 1 through June 30.
15. 10 Month Contract Period beginning ten (10) work days prior to the opening day of classes and continuing for a ten (10) month period.
16. Nine (9) Month Contract Period beginning with the first day of classes and ending on the last day of classes for the school year, except for cafeteria employees who are required to work one and one-half days before classes begin and one-half day after classes end.

ARTICLE 4 – NEGOTIATION PROCEDURE

A. Good Faith Negotiations

“Good Faith” requires that the Association and the Board be willing to react to each other’s proposals with the intent to reach agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good Faith” requires both parties to recognize negotiations as a shared process. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

B. Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted between 60 and 120 days prior to the expiration of the contract term.

C. Negotiation Meetings

The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular workday. Time and dates as used in this Article may be changed by mutual agreement.

D. Representation

The negotiations teams may each be comprised of up to seven (7) members to include a professional consultant. The parties shall meet at mutually agreed times to bargain in good faith. In addition, the Board and the Association may engage a professional consultant or attorney at their own expense who may serve as a member of the negotiating team and each party may have a person present to take notes. Neither party will have more persons present at any bargaining session, whether those persons are at the table or observing. Other than what is specifically expressed in this Article, neither party in any negotiations shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be four (4) signed copies of any final agreement. One copy shall be retained by the Board and two (2) by the Association and one (1) copy shall be sent to the State Employment Relations Board. The Board shall make copies of school district policies and the Agreement available in each building office and/or library. The Board will type the new Agreement and the ASSOCIATION will provide a copy of the Agreement to each member of the bargaining unit within thirty (30) days after the Agreement is signed.

E. Information

Upon reasonable written request, the Board and the Association shall provide the other, within a reasonable time, with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals.

F. While Negotiations are in Progress

1. Caucus – The Chair of either group may recess his/her group for independent caucus of reasonable duration at any time.
2. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

G. Agreement

When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval as soon as possible.

H. Disagreement

In the event the parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the Rules and Regulations of the FMCS.

In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 D(2) of the Ohio Revised Code, which states:

“Public employees other than those listed in division (d)(1) of 4117.14 have the right to strike under Chapter 4117, of the Revised Code provided that the employee organization representing the employees has given a ten day prior written notice of an intent to strike to the public employer and the SERB; however, the SERB, at its discretion, may attempt mediation at any time.”

No employee shall strike during the term or extended term of this agreement or during the pendency of the settlement procedures set forth in this Agreement.

I. Interim Bargaining

In the event of interim bargaining over the changes in wages, hours, terms or other conditions of employment or the continuation, modification, or deletion of any existing provisions of this Agreement and a disagreement occurs after thirty (30) days, the FMCS will be contacted to provide a mediator to help settle such a dispute.

J. Dispute Settlement Procedure

The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties. This alternative dispute resolution procedure is intended to supersede and replace the statutory procedures contained in ORC 4117.14.

ARTICLE 5 – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights now or hereafter identified in ORC 4117.08, and the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. To direct, supervise, evaluate or hire an employee;
3. To maintain and improve the efficiency and effectiveness of governmental operations;
4. To determine the overall methods, process, means or personnel by which governmental operations are conducted;
5. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. To determine the adequacy of the workforce;
7. To determine the overall mission of the employer as a unit of government;
8. To effectively manage the work force;
9. To take actions to carry out the mission of the public employer as a governmental unit.

The exercise of these rights shall be limited only by the terms of this Agreement. This Agreement, reserving these rights, shall prevail over any state laws and/or regulations, local government ordinances and/or resolutions to the contrary, except where specifically prohibited by state law.

ARTICLE 6 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance procedure is a method by which one or more members of the bargaining unit, the Association or the Association representing a group of bargaining unit members, may present a grievance without fear or reprisal and obtain a fair hearing at progressively higher levels.
2. A grievance is an alleged violation, misinterpretation, or misapplication of one or more terms of the contract.
3. The grievant may be one or more members of the bargaining unit or the Association representing one or more members of the bargaining unit.
4. A class action grievance may be filed by one or more grievants if the grievances arise out of the same or similar circumstances.
5. The parties in interest shall mean the grievant and any person who might be required to act or against whom action might be taken in order to resolve the grievance.
6. Days as used in the grievance procedure shall be defined as calendar days excluding Saturday, Sunday, and legal holidays or days school is not in session.

B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of a grievant to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association provided the adjustment is not inconsistent with the terms of this contract and signed by the Association President.
2. Representation of the parties in interest may be by any person(s) of their choosing at Steps 2 through 3.
3. The Association shall receive notice of each meeting held to resolve the grievance, and shall be given a copy of the recommended disposition of such grievance at each step.

4. No notation of the fact that an employee filed a grievance shall be placed in his/her personnel file except as may be necessary to amend, rescind, or clarify any record which is lawfully contained in such file. The fact that an employee filed a grievance shall not be the basis for any recommendation, reemployment, or other employment. Neither the grievant nor any employee who is a representative or officer of the Association shall be discriminated against or subject to reprisal because he/she followed this grievance procedure.
5. If a grievance is not initiated within fifteen (15) days after the aggrieved has knowledge of the event or condition on which the grievance is based, the grievance shall be considered waived.
6. A grievance may be withdrawn at any level without prejudice.
7. Individual grievances may be filled at Level 2 and/or 3 if the parties in interest agree that decision on the issue does not fall within the scope of authority attained at the lower levels.
8. The number of days indicated at each step is considered a maximum. Time limits specified herein may be altered by mutual agreement of the parties.
9. If a decision on the grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
10. Failure at any step of these procedures to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.
11. Should the parties agree to an extension of any time limits, such extension shall be in writing, signed and dated by both parties.
12. As provided in Ohio Revised Code section 4117.03, employees have the right to representation by the Association and the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the agreement and as long as the Association has the opportunity to be present at the adjustment and the agreement signed by the Association President.

C. Grievance Procedure

Informal Procedures. If an employee believes there is a basis for a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

Step 1.

If the grievance is not resolved within five (5) days of such discussion or meeting, the grievant may present his/her grievance by submitting a completed grievance report form, Step 1, in triplicate. Appendix B. Copies of the form must be sent to the Association, the immediate supervisor and the Superintendent. Within five (5) working days of receipt of the grievance report form the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within five (5) working days after such meeting by completing Step 1 of the grievance report form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing of such disposition of the grievance.

Step 2.

If the grievant is not satisfied with the disposition of the grievance in Step 1 or no disposition has been made within the above time limits, the grievant shall complete the grievance report from Step 2, and submit the grievance to the Superintendent within five (5) working days after the immediate supervisor's Step 1 response or, if no response was made, within five (5) working days after such response was due. Within five (5) working days of receipt, the Superintendent shall meet with the grievant. Within five (5) working days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step 2 and forwarding it to the grievant. The Association and the immediate supervisor shall be notified in writing of the Superintendent's disposition.

Step 3.

If the grievant and the Union are not satisfied with the disposition by the Superintendent at Step 2 or if no disposition has been received within the time period provided above in Step 2, the Union shall submit the grievance to FMCS grievance mediation within fifteen (15) days. The parties will attempt to agree on an FMCS mediator. If the parties are unable to agree, the Union will request that FMCS appoint a mediator.

Step 4.

If the Step 3 mediation does not resolve the grievance, the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been received within the time period provided in Step 2, the grievant may submit such grievance to the Association. The Association has the exclusive right to proceed to arbitration. The Association's Grievance Committee will review the grievance and render a decision to the grievant within ten (10) working days as to whether or carry the grievance to the Association. The Association has the exclusive right to proceed to arbitration. The Association's Grievance Committee will review the grievance and render a decision to the grievant within ten (10) working days as to whether to carry the grievance to arbitration by completion of the grievance report from Step 3, and file same with the Board with ten (10) working days of the receipt of the disposition of the Superintendent

or the end of the time period in Step 2. Within the next five (5) working days, the American Arbitration Association shall be requested by the Association to submit a list of seven (7) arbitrators within seven (7) working days. After receiving the list, the parties shall then choose an arbitrator by the alternate strike method until one (1) name remains as the Arbitrator chosen by the parties. If both parties agree to strike the seventh (remaining) name, a second list will be requested. The party requesting arbitration may strike the first name from the list(s).

Neither party will be permitted to change the context of the original grievance in any arbitration proceeding.

The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement and Board policies. The arbitrator shall have no power to modify, change, add to or subtract from the contract and Board policies and shall make no award contrary to law.

The decision of, and awards made by the arbitrator, will be final and binding upon the parties, and shall be submitted to the Board, Superintendent, Association and the grievant.

The costs for the services of the arbitrator, including his/her per diem expense, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Association and the Board.

The fees of the court reporter shall be paid by the party asking for a court reporter; such fees shall be split equally if both parties desire a reporter, or if both parties request a copy of any transcripts.

ARTICLE 7 – ASSOCIATION RIGHTS

The Association has the sole and exclusive rights necessary to provide for proper representation of the non-certificated staff including:

A. Board Agenda/Minutes

Board agenda (2 copies) and minutes of each Board official meeting (1 copy) would be made available at the same time it is made available to the Board. The Association President shall receive copies of all Board Policy updates when the final policy draft is available.

B. Bulletin Boards

Use of bulletin boards in bus garage and cafeteria.

C. Announcements

Organizational announcements in staff meetings, use of public address system with prior approval of building principal, and staff bulletins to employees as is in keeping with normal school communication procedure.

D. Use of Building

The Association shall have the right to use school buildings for Association meetings after school hours or at such other times as will not interfere with academic or extracurricular activities. The building principal shall be notified as far in advance as possible for approval of the time and place of such meetings.

E. Sequence of Contracts

Newly hired employees shall enter into limited contracts for their employment and shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be a limited contract for a period of two (2) years. At the end of the third two (2) year limited contract, if rehired, the employee shall be placed on continuing contract and the salary in the contract may be increased but not reduced except in accordance with Ohio law. Any bargaining unit member with seven (7) or more years of employment with Ada Exempted Village Schools and not currently on a continuing contract, shall be automatically placed on a continuing contract. This provision shall be in accordance with R.C. 3319.081 and updated accordingly.

F. Full Time/Regular Bus Driver

Any bus driver who drives both an AM and PM route shall be considered a full-time employee and shall be compensated for a minimum of three (3) hours per day. If the drivers' time is reduced by any action by the Board or its agents during the school year, that employee shall not lose full time status or minimum pay. If the route is increased in time, the driver's hours at their hourly rate will be adjusted accordingly.

G. Copy Machines

The right to use copy machines at times which do not interfere with conducting the business of school, provided the Association shall pay for paper that is used.

H. Staff Meeting Announcements

Times at all general staff meetings or building level meetings shall be made available for Association announcements.

I. Business on School Property

The right to transact business on school property and talk with bargaining unit members during the school day as long as it does not interfere with the educational processes or assigned duties.

J. Representation

The right to represent bargaining unit members on any employment related matter whenever requested by an employee.

K. Address Board Meetings

The right to address the Board at Board meetings.

L. Labor Management Council

The Superintendent shall meet once a month with the Association President or his/her designee and Association Representatives or their designees at the request of either party to discuss matters of concern to either or both parties.

M. List of Financial Forms – (G.F.A.)

The Board shall provide all pertinent financial documents without cost to the Association.

ARTICLE 8 – EMPLOYEE RIGHTS

A. Tuition Free Attendance

Non-resident regular employees' children, step children, and other children who reside in the employee's household may attend Ada Exempted Village Schools tuition free to the extent permitted and in accordance with Revised Code 3313.64.

B. Payroll Deductions

1. Payroll deduction for membership dues and fees shall be deducted in twelve (12) installments from the first paycheck in each month for each employee who gives written authorization for such deduction.
2. The Treasurer of the A.C.A. will notify the Treasurer of the Board of Education as to the amount of deduction for dues/fees no later than September 10. Deduction of dues/fees will be paid to the A.C.A. Treasurer by the Treasurer of the Board of Education on the same day the employee's paycheck is issued.

3. The A.C.A. agrees to supply the number of members each year to the Board of Education Treasurer.
4. The Treasurer will also provide for the Association a list of employees and the amount that employee is having deducted for items pertaining to A.C.A. These would include deductions for dues and for EPAC contributions. The Treasurer, upon written authorization by the employee, will deduct employee contributions for insurance available through the collective bargaining agreement, SERS, savings bonds, scholarships, EPAC, supplemental insurance, annuities, and United Way.
5. Each employee is strongly encouraged to have paychecks direct deposited. Employees hired after July 1, 2011 will be required to have paychecks direct deposited.

C. Number of Pays Per Year

There shall be 26 equal pay periods per year. Hourly employees will be paid two (2) weeks after the conclusion of a bi-weekly pay period for approved hours as submitted on time sheets.

D. Personnel Files

The Superintendent shall maintain a personnel file in the Central office as required by law.

1. One personnel file for each employee will be accurately maintained in the Central office.
2. In addition to the application for employment and references, personnel files will contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be required by state or federal law or considered pertinent.
3. All personnel records of individual employees of the Board will be considered confidential. Access to personnel records will follow Ohio Revised Code. The Superintendent will take the necessary steps to safeguard unauthorized use of all confidential material.
4. Each employee will have the right, upon request, to review the contents of his/her own personnel file. One copy of each item in the file may be made at no cost to the employee. Such request will be made to the superintendent or designee and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice or he/she may, in writing, give permission for his/her representative to inspect this file.

5. Employees may make a written rebuttal to any information contained in the file within ten working days after the employee reads the information. Any written objection must be signed by the staff member and will become a part of the employee's personnel file.
6. The employee shall be informed of any complaint by any administrators, by a parent, student, or any other person which is directed toward them if such will become a matter of record. The employee shall have the right for inspection, rebuttal and a hearing with the superintendent to have the matter expunged if it is proven false, irrelevant, inaccurate or not timely.
7. Nothing of an anonymous nature will be placed in the file.

ARTICLE 9 – WORK DAY/WORK YEAR

A. Work Day

Any adjustment in the time schedule of the work day of any non-certificated employee must be approved by their immediate Supervisor.

B. Work Load

When extra services of non-certificated employees are needed, the work will be offered first to a bargaining unit employee who is qualified. (Van driver exemption for small group travel of 9 or fewer passengers).

C. Calamity Days/Delays

Custodians will be required to work on remote instruction days.

On two-hour delays, cafeteria workers will report to work as soon as safely possible and shall coordinate with their Supervisor. On remote learning days, cafeteria workers will remain home but will make up their lost time as directed by their supervisor.

On a two-hour delay, aides shall report not later than 15 minutes prior to the start of first lunch. On remote learning days, aides will remain home but will make up their lost time as directed by their supervisor.

On a two-hour delay, bus drivers will run their routes according to the transportation plan for two-hour delays. On remote learning days, bus drivers will remain home but will make up their lost time as directed by their supervisor.

On a two-hour delay, secretaries shall use the remote phone answering system if they remain home. On remote learning days, secretaries may work from home using the

remote answering phone system. The decision to work from home shall be left to the secretary based upon safety and best working conditions.

On a three-hour delay day, classified employees who work more than their normal hours will be compensated at their regular hourly rate for hours worked unless the employee is eligible for overtime according to Article 14, section B.

No custodians will be required to report to work, and shall suffer no loss of pay, on any day where there is a Level 3 driving restriction issued for Hardin County or the employee's county of residence. Once the Level 3 driving restriction is downgraded or cancelled in both the county of residence and in Hardin County, the supervisor may call employees to report for work for any remaining work hours as soon as safely possible.

D. School Calendar

The Superintendent of the Ada Schools shall appoint four (4) representatives and the Presidents of the Ada Classified Association and the Ada Education Association shall each appoint two (2) members to a committee to develop a recommended school calendar. Up to three (3) calendar proposals shall be submitted by the committee to the Board at the February Board meeting. The Board retains final authority to adopt a calendar. Once adopted by the Board, amendments to the calendar shall be made only upon written notice to the presidents of each Association.

ARTICLE 10 – VACANCIES

A. Employee Requests for Transfer to Vacant Position

An employee may submit in writing a request to be considered for a vacancy to the Superintendent of Schools at any time, whether or not a vacancy exists. The request shall be kept on file for a period of one year. After one year the employee may re-activate his/her request for another year.

B. Vacancies

Interested bargaining unit employees shall be considered for openings in their area of service. Upon request a personal interview shall be granted.

Vacancies shall be posted to employees by e-mail notice. The Association President shall share postings with any employees who do not have access to e-mails. A vacancy will be open for ten (10) business days. Application for these vacancies must be made within this ten (10) business day posting period. This section does not apply to vacancies that occur July 11 through September 30 of any school year, however, employees shall still receive e-mail notification.

Notice of vacancies occurring during the summer months will be posted in the Superintendent's office. Employees will be notified by email unless they contact the Superintendent's office to have vacancies mailed to them.

If an employee already has a transfer request on file in accordance with paragraph A, it is not necessary to make a further request in order to be considered for any vacancies for which the employee may have applied.

ARTICLE 11 – REDUCTION IN FORCE

The procedures contained in this Article apply only to reduction in force other than through attrition. A reduction in force occurs when the Board decides to suspend contracts in order to reduce the number of employees because of decreased enrollment of pupils, suspension of schools, territorial changes affecting the district, employees returning from leaves of absence, or financial reasons. The Board's decision not to fill a vacancy shall not be considered a reduction in force.

- I. Thirty days before the Board makes the final decision that a RIF will occur, the Board will notify the Association with a list of positions to be eliminated and a list of employees who will be affected. The Association has the right to discuss and question the decision.
- II. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. The contracts to be suspended will be chosen as follows:
 1. All employees will be placed on a seniority list for each area of work for which they are properly qualified.
 2. Seniority will be defined as the length of continuous service as a full-time or part-time bargaining unit employee under contract in this district.
 - a) Board approved leaves of absence will not interrupt seniority but time spent on such a leave shall not count toward seniority.
 - b) If two or more employees have the same length of continuous service, seniority will be determined by:
 - (1) the date of the Board meeting at which the employee was hired, and then by
 - (2) the date of application.
 - (3) any remaining ties will be broken by lot.
- III. The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list for up to 30 months from the date the reduction takes effect. For recall purposes, a half-time employee may be recalled for a half-time position and a full-

time employee may be recalled to full-time position. With the above exceptions, each employee will remain on the recall list until the earlier of the following:

1. He/she has been recalled.
2. He/she does not accept recall by responding in writing to the Superintendent within seven calendar days of receipt of the recall letter.
3. 24 months from the effective date of the reduction, or
4. He/she notifies the Superintendent in writing to remove his/her name from the list.

IV. Employees on the recall list will have the following rights:

1. No new employees will be employed by the Board while there are employees on the recall list who are qualified for the vacancy.
2. Employees on the recall list will be recalled in order of seniority for vacancies in areas for which they are qualified.
3. When filling a vacancy, the Board will send the certified announcement to the last known address of the employee on the recall list who is qualified. It is the employee's responsibility to keep the Board informed of a current address.
4. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, contract status, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

ARTICLE 12 – VACATION & HOLIDAYS

A. Vacation

1. Employees on 12 Month Contracts
1-9 years experience: 2 weeks
10-14 years experience: 3 weeks
15 or more years experience: 4 weeks

Any first year full-time employee on a 12-month contract will be permitted to borrow up to five (5) vacation days against his/her allocated vacation days for the succeeding year. If the said employee does not continue employment past the first year (for any reason), the days that were borrowed will be deducted from his/her final paycheck.

Vacation must be used within 6 months after the end of the contract year in which it was earned. At the end of the six (6) months, the employee will be paid up to three (3) days for any unused vacation day(s).

2. Employees on 10 Month Contracts

Days off when school is not in session during Christmas and Easter breaks

3. Employees on 9 month contracts do not earn vacation.

B. Holidays

The following are considered paid holidays for employees on 12 month contracts. Persons on 10-month and 9-month contracts will receive holiday pay only for those holidays listed below which fall within their contract period.

- | | |
|----------------------------|-------------------------|
| New Year’s Day | 4 th of July |
| Martin Luther King Day | Labor Day |
| President’s Day | Veteran’s Day |
| Good Friday | Thanksgiving Day |
| Monday after Easter Sunday | Day after Thanksgiving |
| Memorial Day | Christmas |
| Juneteenth | Extra Day at Christmas |
| Fair Day* | |

*Fair Day is considered a holiday for employees on 12 month contracts only.

Any employee required to actually work on the holiday shall be given one and one-half hours pay for each hour worked on the holiday.

ARTICLE 13 – LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave is earned at the rate of 1 and ¼ days per month or 15 days per year cumulative to a maximum of 248.
2. The Board may advance an employee up to five (5) days sick leave if needed. Should an employee utilize all of his/her sick leave days, then no longer be employed by the Board prior to the expiration of that yearly contract, appropriate wage deductions for any advance in sick leave will be made.
3. Employees may use sick leave upon approval of the responsible administrative officer as follows: personal illness, pregnancy, injury, contagious disease which

could be communicated to others, or for absence due to illness, injury, or death in the employee's immediate family.

- a. For purposes of illness or injury and death, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, step-children, brothers, sisters, grandchildren, or any member of the family unit living in the same household and any in-laws bearing any of these relationships.
 - b. Sick leave shall be limited to three (3) days per occurrence, for death of aunt, uncle, niece, nephew, first cousins and in-laws bearing any of these relationships.
 - c. Funeral leave requiring more than three (3) days absence or deaths outside of the definition for immediate family would qualify as personal leave, or vacation days, in the case of twelve month employees.
 - d. Members shall furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when the physician was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code.
4. Bargaining unit members on sick leave or expected to be on sick leave for a duration of seven (7) or more days may be requested to provide to the Superintendent a certification from a physician and information concerning the prospects of a return to work as soon as possible.
 5. Falsification of sick leave shall be cause for discipline up to and including termination from employment.
 6. Sick Leave Option
 - a. "Catastrophic illness or injury" is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.
 - b. A sick leave donation program is established to assist employees who suffer a catastrophic illness or injury not job related or whose spouse, son, daughter, mother or father suffers a catastrophic illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

- c. If an employee desires to make use of the sick leave donation program and the conditions below are met, then the employee may request through the Association that sick leave days be transferred from other bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, for what dates, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee(s) involved authorizing the Board Treasurer to transfer the days.

- d. The sick leave donation program can be utilized by an employee only if all of the following conditions are met:
 - i. A doctor certifies in writing that a catastrophic injury or illness exists. Upon receipt of the doctor's certification, the Superintendent will determine the eligibility for the sick leave donation program. Examples of a long-term injury or illness include cancer or a paralyzing ski accident. Examples of injuries or illnesses that would not be considered include pregnancy (with or without complications) or a broken bone.

 - ii. The injury or long-term illness must require the employee to take at least 20 days off.

 - iii. The employee must have worked for the Board for at least one school year.

 - iv. All sick leave donations must be voluntary.

 - v. Donations from an employee must be in units of one (1) day.

 - vi. If the illness or injury is expected to last longer than 40 days, the employee shall apply for disability retirement, and if such disability retirement is granted, sick leave usage shall cease .

 - vii. Unless otherwise approved by the Superintendent and the Board of Education, no more than thirty (30) days total sick leave can be donated.

 - viii. Unless otherwise approved by the Superintendent, no more than five (5) days total sick leave can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to fifteen (15) days or less.

 - ix. Prior to receiving sick leave donation, the employee must have exhausted his/her own sick leave and personal leave.

- x. The sick leave donated shall be paid at the rate earned by the recipient. Any part time employee who donates sick leave will donate at a rate of one (1) day to a one-half (1/2) day for a full time employee.
- xi. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave day(s).
- xii. If the number of sick leave days donated exceeds the number of sick leave days used by the donee, the extra days will be lost and will not be returned to the donors.

B. Personal Leave

1. A maximum of three (3) unrestricted personal leave days can be granted each contract year to each full-time employee. Part-time employees can be granted the equivalent of three (3) of their working days as personal leave. Personal leave can be taken in half (1/2) day increments.
2. Personal leave shall be granted upon request except as follows:
 - a. Personal leave will be denied if the personal leave request is during the first two or the last two weeks of the school year. Requests during this time period shall be granted by the Superintendent for college drop off and pick up, a child's graduation, and weddings of family members as included in Section A3a and A3b.
 - b. The request may be denied if the requested day falls on a teacher workday or a professional development/in-service day.
 - c. Exceptions may be granted by the Superintendent in circumstances of urgent business that cannot be conducted outside the school day.
3. Personal leave shall not be deducted from sick leave accumulation, is not cumulative, and no salary deduction shall be made.
4. Advance notice should be given except in emergencies. Any employee applying for personal leave must do so through the electronic leave system indicating that a personal leave is requested. Unsafe road conditions shall be considered an emergency and advance notice for use of personal leave shall be waived.
5. Each contract employee will receive one days' pay for each unused personal leave day or half (1/2) day. This bonus will be paid in a stipend at the conclusion of each contract year. Half (1/2) days shall be paid one-half (1/2) the compensation.

6. Personal Leave (Unpaid)

If an employee has exhausted personal leave under this section, the Superintendent may consider a request for unpaid personal leave in emergency circumstances for urgent personal business that cannot be addressed outside of regular work hours. Such leave shall not be taken without prior approval by the Superintendent or designee in the event that the Superintendent is unavailable.

C. Assault Leave

Any employee absent from regular duties because of a physical disability resulting from an assault which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:

1. The maximum number of days for which assault leave shall be payable to any staff members shall be forty-five (45) days.
2. The employee must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to: the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
3. The employee must submit to the Superintendent verification from an attending physician that the staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
4. The employee must cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s). The Board will provide the employee with an attorney selected by and paid by the Board to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the Board as approved in advance by the Superintendent of Schools.
5. The employee shall be required to file for Workers' Compensation.
6. In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished by the employee receiving the necessary form so that such Workers' Compensation is paid directly to the Board.
7. Assault leave shall not be chargeable against sick leave.

D. Parental Leave

In the case of maternity leave or child care leave for an employee, said employee may request and shall be granted a leave of absence up to the end of the contract year. The employee may request and receive the request with part or all of the leave to be taken without the use of sick leave. In case the employee would not qualify for sick leave, the employee would receive no pay for this time on leave. However, this does not prohibit the use of sick leave for pregnancy disability. A second year of child care leave may be granted by the Superintendent. Parental leave may also be used when adopting a child.

E. Military Leave

The Board will comply with ORC 3319.14 and any applicable Federal law when granting a leave of absence for military duty. Upon returning, the bargaining unit employee shall be reemployed under the same type of contract or comparable contract as he/she last held in the District. Upon application, the employee shall be reemployed within 30 days. For the purposes of seniority and placement on the salary schedule, years of absence shall be counted as though service had been performed during such time.

F. Court Leave

1. Notification: An employee receiving a jury duty summons or subpoena to appear as a witness in a judicial or adjudicatory proceeding shall notify his/her PRINCIPAL/ SUPERVISOR upon receipt of the summons/subpoena and provide the PRINCIPAL/ SUPERVISOR with a copy of it.
2. An employee is expected to return to work on those occasions he/she is released from serving on a jury or testifying.
3. The Board shall pay an employee the difference between the employee's regular pay and any remuneration received by the employee for jury duty service. Alternatively, the employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal wage amount to which the employee otherwise would be entitled.
4. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that (a) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the employee is subpoenaed to be a witness in child custody litigation if the employee is subpoenaed for testimony as an employee).

Such leave shall not be deducted from the employee's sick leave or personal leave except that an employee may use his or her personal leave or unpaid leave for an absence required by court subpoena that does not come within the terms of paragraph 4, unless paid leave is required by law. Personal leave in such circumstances may be used before or after a holiday or vacation period.

G. Unpaid Leaves of Absence

The Ada Classified Association agrees to adhere to the federal law, as it applies to the Family and Medical Leave Act of 1993, as amended, and its implementing regulations. The Association further agrees to adhere to any changes in the law and its regulations for the duration of this contract.

Twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).

A leave of absence for up to one year may be granted by the Board to members of the bargaining unit for reasons set forth in ORC 3319.13. A leave may be for up to two (2) years for illness or other disability.

An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request to the Board at the next regular meeting.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention not later than April 1.

Upon return from a leave of absence, an employee shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If the employee desires to purchase the leave year for SERS credit, the employee will pay his/her share and the Board's share of the contribution. "Contract status" means limited or continuing contract.

H. Other Leaves

The Board or its designee may grant a leave of absence (short term or long term) for any other reason deemed appropriate.

I. Returning from Leave

1. If an employee goes on leave and is replaced by a temporary employee, then the returning employee shall go back to the position that he/she held at the beginning

of the leave as though he/she had not been on leave; the returning employee shall be affected by any transfers the same as though he/she had never gone on leave.

2. If the position that an employee held when he/she went on leave no longer exists when he/she returns from leave, or was filled by another employee within the District at the time he/she went on leave, then the employee returning from leave shall be accorded all of the rights and privileges that are afforded any other employee being involuntarily transferred.

ARTICLE 14 – INSURANCE PROVISIONS

A. Hospitalization

1. Full-Time Employees and Regular/Full-Time Bus Drivers:

The following provisions will be followed:

- a. Employees who qualify for insurance coverage shall have hospitalization insurance through the Health Savings Account (HSA) plan offered by the Hardin County Health Consortium. For the 2022-2023 contract year, the Board shall pay 97.25% of the premium for an HSA plan for family and single plans for employee medical insurance. The employees shall pay 2.75% of the premium. For the 2023-2024 contract year, the Board shall pay 96.5%. The employees shall pay 3.5% of the premium. Insurance premium share shall be subject to a reopener for the 2024-2025 contract year. (This change would apply to the first pay in July for the August Premium.)
 - b. While enrolled in the Health Savings Account, the Board will contribute \$1,500 for a single or \$3,000 annually for a family plan for each employee's Health Savings Account. The Board will pay this employer contribution as follows: 2/3 (\$1,000 or \$2,000) on January 15th and 1/3 on September 15th.
 - c. Additionally, due to regulations associated with the "Affordable Health Care Act," the district will provide an optional minimum value plan (MVP) with the Board paying eighty-five percent (85%) of the premium.
 - d. The Spousal Coverage Agreement as offered by the Hardin County Schools Group Insurance Consortium will be effective on January 1, 2014.
2. Part-Time Employees: For part-time employees who qualify for and elect the single or family hospitalization plan, the Board will pay 45% of either total premium.

3. Any employee defined in paragraph 1 above who waives health insurance for the entire contract year shall receive an annuity or payment into a qualified health savings account (H.S.A.) of \$2,000 per year. The annuity or payment into a H.S.A. will be payable in June. The annuity payment will be made on the last paycheck in June to an annuity provider chosen by the employee from a Board approved list of providers.
4. Eligibility Clause: Provided the insurance carrier agrees: All employees' insurance will become effective on the date of hire as long as their application card is received within 30 days of their employment date. If any of the following life changing events occurs, the employee will become eligible on the date of that event as long as their application card is received within 30 days of the event: adoption, birth, death, divorce, marriage, loss of job (including lay-off) and loss of other group coverage. The one annual open enrollment period shall be during the month of October for an effective date of January 1 without medical evidence.
5. The President of the Association shall receive a copy of the insurance contracts and any changes in those contracts that may occur during the life of this Agreement.

B. Life Insurance

Any full-time classified staff member, including regular bus drivers, will receive paid life insurance coverage in the amount of \$50,000. Any part-time staff member will receive \$30,000 life insurance coverage.

C. Dental Insurance

Dental coverage will be available to all full-time classified staff or regular bus driver and to part-time employees. The Board will pay 90% of the premium for the plan and the employee will pay the balance. The employee's share will be deducted from the pay of each eligible employee electing dental insurance. Such employee must make the necessary arrangements with the Treasurer.

D. IRS Section 125

An I.R.S. Section 125 plan shall be in effect for all full and half-time employees who wish to participate as long as there is no cost to the Board. Should there be a cost to the employees or the Board, the union will be consulted prior to any change.

E. Vision Plan

The Board shall provide each bargaining unit member with a single or family vision plan with benefits as approved by the consortium.

The employee will pay 10% of all premium costs for the vision plan.

F. Insurance Committee

The Board of Education and the ACA agree to form an insurance committee.

ARTICLE 15 – WAGES

A. Wage Schedule

The Board of Education agrees to increase salaries by 2.0% as of July 1, 2022, 2.0% as of July 1, 2023, and will be subject to a re-opener for wages during the 2024-2025 contract year.

The specific salary schedules and new indexes are reflected in Appendix F.

A bargaining unit member bus driver who reports to work and has not been notified of a cancellation of a scheduled extra-curricular event will be compensated for a minimum of one (1) hour at \$15.50 as of July 1, 2022 and \$15.81 as of July 1, 2023.

The calculation for the increases is as follows: each step from the previous year is increased by the percentage shown in the paragraphs above to arrive at the amount paid for that step in the subsequent year. (e.g. if step 5 for step for 1994-1995 is 10,000.00, then step 5 for 1994-1995 is 10,300.00 if the increase for 1994-95 is 3%). The hourly rate specified for cafeteria workers is the rate for part-time employees.

Any regular employee who substitutes for another in the same job classification will be compensated at the employee's regular hourly rate.

Bus Field trips and extra-trips will be paid at \$15.50/hour as of July 1, 2022 and \$15.81/hour as of July 1, 2023.

The Board shall offer a \$3,570/year stipend for sub-calling duties. The position shall be awarded to a qualified applicant based upon the secretary job description.

B. Overtime

1. Calculation of Overtime and Compensatory Time

Overtime and compensatory time shall be calculated in accordance with the Fair Labor Standards Act.

2. Overtime hours worked shall be paid at the rate of one and one-half times the employee's regular hourly rate.

3. No overtime or compensatory time shall be worked or accumulated without the express permission of the employee's supervisor.
4. If the employee prefers, they may receive compensatory time off in lieu of overtime pay on a time and one-half basis to the extent permitted by law.
 - a. Efforts will be made to permit any compensatory time off at a time mutually agreed upon by the employee and his supervisor. However, where an absence would disrupt District operations, the Board retains the right to postpone compensatory time usage. In all cases, compensatory time earned during a school year must be taken by the end of that school year (June 30). All unused compensatory time as of June 30 shall be paid at one and one-half times the employee's regular rate.
 - b. Employees with unused compensatory time who are terminated or who terminate their employment are expected to use such compensatory time to the maximum extent possible prior to the last day of employment.
 - c. The form for the supervisor approval shall be turned in on a bi-weekly basis. Attached at Appendix G.
 - d. Overtime and compensatory time cannot be combined within one pay period.

C. Severance Pay

Severance pay shall be a one-time, lump-sum payment to eligible employees according to the following provisions:

1. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

- a. The individual retires from the school system.
- b. Retirement means disability or service retirement under any state or municipal retirement system in this state.
- c. The individual must be eligible for disability or service retirement as of the last date of employment.
- d. The individual must verify his/her acceptance into the retirement system before payment shall be made and this must be done BEFORE THE END OF THE CALENDAR YEAR IN WHICH THE EMPLOYEE'S LAST DATE OF SERVICE FALLS.

- e. The individual must sign for severance check certifying all eligibility criteria have been met.

2. Benefit Calculation.

The amount of the benefit due an employee shall be calculated by:

- a. Multiplying the employee's accrued but unused sick leave by one-fourth.
- b. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
- c. The amount of the benefit calculated in steps one and two shall not exceed the value of 62 days of accrued but unused sick leave.
- d. In the event of death of a member of the bargaining unit who is eligible for an actuarially reduced or unreduced SERS retirement benefit, their severance accumulated to that point will be paid to the established beneficiary.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee. No employee who terminates employment or whose employment is terminated for reasons other than retirement as defined in this policy shall be eligible for payments described.

3. Accumulated Leave Plan

Eligible employee groups of retiring employees will have an equal amount to 100% of their severance pay paid into the Ada Exempted Village School District 403(b) Accumulated Leave Plan. The Treasurer maintains the Adoption Agreements defining the eligible employee groups included in the Ada Exempted Village School District Accumulated Leave Plan. All retiring employees within these designated groups must participate in the Accumulated Leave Plan.

Once the payroll department has determined the payout amount, the total amount of payout will be designated on the Accumulated Leave Plan Payout Form and signed by the Treasurer (or designee). The VOYA Investment Advisor will meet with the employee to determine the maximum that can be sheltered, to insure compliance with IRS regulations and to establish the employees Accumulated Leave Plan accounts. The maximum contributions as defined by the IRS code will override the Ada Exempted Village School District policy of paying the money out in the year of retirement, if necessary.

Following completion of the Accumulated Leave Plan Payout Form and obtaining signatures from both the VOYA Investment Advisor and the retiring employee, the completed form will be returned to the Treasurer's office for payment by the Accounts Payable department.

D. Reimbursement for Criminal Background Checks

The Board agrees, not more than once every five (5) years, to pay for the actual cost of a legally required BCI&I/FBI criminal background check up to a maximum cost of seventy-five dollars (\$75.00). This provision, however, does not apply to the cost of the initial background check made in connection with the Board's hiring of the employee, except in the case of bus drivers. Proof of payment shall be submitted to the Treasurer prior to reimbursement.

E. CDL Renewal

With respect to a regular driver's CDL renewal (but not a driver's initial CDL), the Board will pay the driver the difference between the cost of the CDL renewal and the cost of a normal operator's license. The Board will also pay the cost of a regular driver's annual abstract, unless the abstract disqualifies the driver from driving for the Board. Proof of payment shall be submitted to the Treasurer prior to reimbursement.

F. Reimbursement for Certificate/License and Renewal

Bargaining unit members who are required by the Ohio Department of Education to obtain and/or renew licensure/certification in order to remain eligible for employment in their position with the District will be reimbursed up to twenty-five dollars (\$25) annually for licensure/certification or renewal. Proof of payment must be submitted by the bargaining unit member to the Treasurer in order for reimbursement to be paid. By September 15 of each contract year, bargaining unit members seeking reimbursement must notify the Treasurer in writing of licensure expiration and renewal term and cost.

ARTICLE 16 – RETIREMENT

Retirement Deductions/Reductions

The Board will contribute to the School Employees Retirement System in addition to the Board's required Employer contribution, an amount equal to each non-certificated employee's contribution to S.E.R.S. in lieu of payment to such employee, and that amount contributed by the Board on behalf of the non-certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such non-certificated employee.

The Treasurer will prepare and distribute an addendum to each non-certificated employee's contract which states:

1. that the employee's contract salary is being restated as consisting of:
 - (1) a cash salary component and
 - (2) a pick-up component, which is equal to the amount of the employee contribution being "picked up" by the Board on behalf of the employee;
2. that the Board will contribute to S.E.R.S. an amount equal to the employee's required contribution to S.E.R.S. for the account of each non-certificated employee; and
3. that sick leave, severance, vacation, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

All subsequent contracts and salary notices for these affected non-certificated employees shall be conformed to include the provisions of the addendum.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

The following procedure is intended to supersede any and all statutory provisions including procedures for discipline and discharge.

- A. No employee shall be reduced in pay or position, suspended without pay, or terminated except for just cause, including but not limited to violation of the terms of this Agreement, written policies of the Board, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance, or nonfeasance.
- B. The severity of the discipline, including termination, shall take into account the nature of the cause, the employee's record of discipline, the employee's record of performance and conduct, and the employee's assessments and/or evaluations.
- C. Whenever the Superintendent or his designee determines that an employee may be disciplined for cause (including only suspension without pay or termination) a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the allegation(s) against him and offer any documentation or witnesses on his behalf.
- D. Not less than 24-hours prior to the pre-disciplinary conference, the employee will be given a written outline of the charge(s) which may be the basis for the disciplinary action or discharge. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have a chosen

representative present an oral or written statement in his defense; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

- E. The Superintendent will notify the employee in writing within five (5) working days after the conclusion of the pre-disciplinary conference whether the Superintendent considers the charge(s) to be well founded, whether additional investigation is necessary, and whether any discipline or termination is to be imposed. The employee may appeal the Superintendent's decision to the Board within 5 working days after receipt of the Superintendent's decision. The Board shall meet within 5 working days after receipt of the employee's appeal and decide whether to uphold, modify or reject the proposed discipline or discharge.
- F. Disciplinary action and discharge may be appealed through the grievance procedure up to and including final and binding arbitration.
- G. The first ninety (90) days in which an employee performs work during initial employment within the bargaining unit shall constitute a probationary period. The employer shall be free to suspend or terminate the employee's employment during such probationary period for any reason satisfactory to it. Any such suspension or termination of employment during such probationary period shall be final and shall not be subject to appeal as set forth in the preceding sections of this Article, to the grievance procedure of Article 5, or to challenge otherwise.

ARTICLE 18 – POLICIES

A. Drug Free Workplace Policy

No employee of the District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance defined in federal and state law.

The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

Each employee shall notify his supervisor in writing of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction. A conviction means a finding of guilty (including a plea of nolo contendere or no contest) or imposition of a sentence or both.

Any employee convicted of a violation of a criminal drug statute based upon the employee's possession or use of a controlled substance, in the workplace, shall be referred to a drug rehabilitation or intervention program.

The Association recognizes that the Board may take action against any member for drug offenses in accordance with normal disciplinary procedures as provided by law.

All employees shall receive a copy of this provision.

Further, the Ada Classified Association agrees to adhere to the federal law as it applies to a drug and alcohol free workplace. The Association further agrees to adhere to any changes in the law and its regulations for the duration of this contract.

B. Chronic Communicable Disease Policy

The respective rights and obligations of the Board and employees with respect to employees who are or may be infected with communicable diseases, such as Aids or Hepatitis B, shall be governed by Board policy and state and federal law.

The Board believes that information concerning the health of any employee should be treated as confidential information and should be made known only to those permitted and required to have such information.

C. No Smoking Policy

Smoking, use of tobacco in any form, including, but not limited to, cigarettes, cigars, clove cigarettes, chewing tobacco, snuff, and any other tobacco while working, while on school premises, while on duty at an official school function, including travel to and from a school function when students are present, is prohibited. Additionally, employees are prohibited from using any nicotine devices during performance of contract and supplemental contract duties.

D. Sexual Harassment Policy and Procedure

Sexual harassment is strictly prohibited in accordance with the law.

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition or an individual's employment, or status in a class, educational program, or activity:

- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.
- D. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

The procedure for processing sexual harassment complaints shall include:

- 1. Any employee who believes he or she to be the object of sexual harassment shall bring such behavior to the immediate attention of his or her PRINCIPAL/ SUPERVISOR. Should the employee's PRINCIPAL/ SUPERVISOR be the alleged harasser, the complaint should be brought to the immediate attention of the Superintendent. Should the Superintendent be the alleged harasser, the complaint shall be brought to the immediate attention of the employee's PRINCIPAL/ SUPERVISOR and any member of the Board whom the employee chooses.
- 2. Complaints shall be reduced to writing within 5 days after being reported in accordance with paragraph 1 and shall contain sufficient specificity to enable the Employer to investigate.
- 3. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances will be considered in determining whether or not sexual harassment has occurred.
- 4. Sexual harassment of another employee, supervisor, management person, or other person may subject the offender to disciplinary action up to and including involuntary termination.

E. Health and Safety

All employees shall have a safe workplace within the meaning of applicable provisions of the Occupational Safety and Health Act and applicable Ohio law.

ARTICLE 19 – EFFECT OF CONTRACT

A. Maintenance of Standards

Both the Ada Board of Education and the Ada Classified Association will adhere to the tenets of this Agreement and will maintain the standards it sets forth.

B. Severability

To the extent permitted by law, this Agreement supersedes and prevails over all statutes, rules and regulations of the State of Ohio, and all conflicting policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

C. Amendment of Contract

No items in this Agreement may be amended or otherwise changed without the consent of both the Ada Board of Education and the Ada Classified Association during the term of the Agreement.

D. Non-Discrimination

There will be no discrimination for exercise of employment rights in the application of this Agreement because of the race, color, creed, age, sex, religion, marital status, qualified disability, national origin or personal life of the employee which does not interfere with the performance of the employee's duties. In keeping with the above rights, all provisions of this Agreement shall be uniformly applied.

Nothing in this Agreement shall impair the right and obligation of the Employer to comply with the Americans with Disabilities Act and other laws pertaining to disabled persons which apply to the Employer.

E. Complete Agreement

This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made

during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

ARTICLE 20 – TERM OF AGREEMENT

The Board of Education of the Ada Exempted Village School District and the Ada Classified Association hereby agree that the items in this document be adopted effective July 1, 2022 and shall continue in full force through June 30, 2025.

In the event that the Ada Board of Education and the Ada Classified Association fail to secure a successor agreement prior to the expiration of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In witness whereof, we, the undersigned representatives of the Board of Education and the Ada Classified Association, its officers and members have hereunto set our hands this 29 day of June, 2022.

By: Valerie J. Hill
President

By: La. Royall Perkins
President

April Braun
Consultant

Ken [unclear]
Treasurer

[unclear]
Superintendent of Schools

VACATION DAYS USED

Name _____

S.S.# _____

Date

Vacation Time Used

Signature of Principal/Supervisor

GRIEVANCE REPORT FORM

Grievance # _____

Procedural Steps

Submit to:

- 1. Association
- 2. Immediate Supervisor
- 3. Superintendent of Schools

- 1. Supervisor
- 2. Superintendent of Schools
- 3. A.C.A. Grievance Committee
- 4. Arbitrator

GRIEVANCE REPORT

Assignment

Name(s) of Grievant(s)

Date Filed

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

Signature Date

C. Disposition by Supervisor: _____

Signature

Date

STEP II

A. Position of Grievant: _____

Signature Date

B. Date received by Superintendent of Schools: _____

C. Disposition by Superintendent of Schools: _____

Signature Date

STEP III

A. Position of Grievant: _____

Signature Date

B. Date received by A.C.A. Grievance Committee: _____

C. Disposition by A.C.A. Grievance Committee: _____

Signature Date

STEP IV

A. Position of A.C.A. Grievance Committee: _____

Signature

Date

B. Date received by Superintendent: _____

C. Date submitted to Arbitrator: _____

D. Disposition and Award of Arbitrator: _____

Signature

Date

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL LEAVE

DATE(S) REQUESTED _____

EVENT _____

PLACE _____

PURPOSE _____

REIMBURSEMENT REQUESTED _____ Estimated Cost _____

PARTIAL REIMBURSEMENT REQUESTED _____ Estimated Cost _____

NO REIMBURSEMENT REQUESTED _____

REQUEST APPROVED – FULL REIMBURSEMENT _____

REQUEST APPROVED – PARTIAL REIMBURSEMENT _____

REQUEST APPROVED – NO REIMBURSEMENT _____

REQUEST NOT APPROVED _____

Superintendent of Schools

Date

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
TRANSFER REQUEST FORM

Name _____ Date _____

Present Position _____

Request Transfer To _____

My Qualifications Are _____

I have _____ years of experience at Ada Schools.

Signature

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
SUPPORT STAFF EVALUATION SUMMARY REPORT

Last Name	First Name	Initial
-----------	------------	---------

Description of Job or Position Held	Date(s) and Time(s) of Conference
-------------------------------------	-----------------------------------

TO THE SUPPORT STAFF EMPLOYEE: Evaluation of the job performance is a Constructive, positive process for the improvement of the quality of work. Strengths are identified and built upon. Weaknesses are identified and attempts are made to eliminate them. This observation instrument is based on the evaluation of four major competency areas. The basic competency areas have been observed throughout the course of the school year and the summer, if applicable.

TO THE SUPERINTENDENT, PRINCIPAL: Based on observations, please write summary comments indicating the evaluation of this support staff employee. Please write phrases and/or sentences. If written legibly in ink, it is not necessary to type. Any comments or suggestions for improvements should be spelled out in detail and listed on this form or a separate, attached sheet of paper.

1. Personal Attitudes and Characteristics: (possesses and uses effective communication skills in the areas of speaking, writing, and listening; demonstrates a positive attitude in dealing with the school community; possesses emotional stability; and takes initiative in meeting job responsibilities).

Overall rating in this category: _____
 Below Meets Exceeds
 Expectations Expectations Expectations

2. Human Relations Skills: (Demonstrates good rapport with students, fellow support staff employees, certified personnel, and the administration; is able to take suggestions for improvement; is cooperative; adheres to school board policies and regulations).

Overall rating in this category: _____
Below Meets Exceeds
Expectations Expectations Expectations

3. Job Performance: (Completion of assigned responsibilities, ability to organize and schedule work load; is safety conscious; is frugal, and demonstrates behavior designed to conserve supplies, materials, and equipment; is punctual and demonstrates a good attendance pattern; resourceful in getting the job done).

Overall rating in this category: _____
Below Meets Exceeds
Expectations Expectations Expectations

4. Individual Job Related Qualities: (Honesty; maintains confidentiality; dependability; persistence; problem solving ability; attitude toward school district and job).

Overall rating in this category: _____
Below Meets Exceeds
Expectations Expectations Expectations

Employee Comments:

Supervisor/Principal Comments:

I have examined and discussed this summary with my supervisor/principal. My signature does not imply agreement with it, but only that I have read and discussed it.

Employee

Date

Supervisor/Principal

Date

**ADA EXEMPTED VILLAGE SCHOOL DISTRICT
CUSTODIAL & BUS DRIVER EVALUATION REPORT**

Name: _____

Date: _____ Evaluator: _____

Scale: 1=Below Expectations 2=Meets Expectations 3=Exceeds Expectations
4=Not applicable or unable to evaluate

1. Personal Attitudes and Characteristics:	
a. Processes and uses correct communication skills	
b. Demonstrates a positive attitude in dealing with the school community	
c. Possesses emotional stability	
d. Takes the initiative in meeting job responsibilities	
2. Human Relations Skills	
a. Open and willing to listen to suggestions	
b. Communicates well with Supervisor	
c. Communicates well with other Support Staff	
d. Communicates effectively with Principals and Administration	
e. Demonstrates good rapport with students	
f. Demonstrates good rapport with fellow staff employees and certified personnel	
3. Job Performance	
a. Knowledge of Federal and State regulations	
b. Knowledge of School Board policies	
c. Is effective in making changes	
d. Completes assignments as needed	
e. Has creative ideas to solve problems and prevent problems	
f. Is punctual and demonstrates a good attendance pattern	
g. Is consistent in meeting job position expectations	
4. Individual Job Related Qualities	
a. Takes direction and has good relationships with supervisors	
b. Makes others feel appreciated	
c. Displays loyalty, dependability, trust worthiness and initiative	
d. Completes paperwork in a timely manner	
e. Completes paperwork accurately	
f. Projects a positive attitude	
g. Demonstrates problem solving ability	

Evaluator's Signature

Title

Date

I have read this evaluation and have been afforded the opportunity to discuss it with the evaluator.

Employee's Signature

Date

Copies to: Evaluator, Employee and File

TO THE SUPPORT STAFF EMPLOYEE: Evaluation of the job performance is a constructive, positive process for the improvement of the quality of work. Strengths are identified and built upon. Weaknesses are identified and attempts are made to eliminate them. The basic competency areas have been observed throughout the course of the school year and the summer, if applicable.

Supervisor Comments related to Personal Attitudes, Characteristics and Human Relations Skills:

Supervisor Comments related to Job Performance:

Employee Comments:

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
FOOD SERVICE EMPLOYEE EVALUATION FORM

Name _____

Date _____

Position _____

1. Knowledge of Job: The employee understands what tasks need to be completed in the job he/she performs. He/she follows food service policies pertaining to that job. He/she asks for clarification if he/she is unclear on how to perform his/her job. Employee is punctual and demonstrates a good attendance pattern.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

2. Food Temperature: The employee makes sure that the food is served hot/cold and the presentation is appealing to the customers. He/she takes temperatures and records them on the production sheet. The employee makes sure that the food listed on the menu is available for the first student and the last student. He/she checks the food in-between lines to ensure that the items are stocked and look appealing.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

3. Team Work: The employee understands that Together We Achieve More and recognizes that he/she is part of a team in his/her school and he/she shows cooperative work habits that help the team to get the job done. The employee knows the other members of the lunch team and has developed a productive work relationship with them.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

4. **Communication Skills:** The employee passes information to food service and school staff in a way that can be understood. He/she provides input and feedback to job tasks, promotions, customer concerns and work related needs. The employee addresses problems and concerns in a timely manner with the person or people involved in the situation. He/she also listens to and addresses concerns that are brought to him/her. Demonstrates a positive attitude.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

5. **Customer Service Skills:** The employee treats all customers (students, school staff, food service staff and delivery personnel) with courtesy and respect. He/she addresses their questions and concerns in a timely manner. The employee works with the food service manager if he/she is having a conflict with a customer that he/she is not able to solve on his/her own.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

6. **Work Habits:** The employee works in steps that allow the work to be completed within the timeframe and does not interfere with other staff completing their work. He/she keeps his/her work area clean and puts work tools in their proper place when finished. The employee is aware of how his/her work habits impact the school. He/she follows all food service department policies regarding safety and sanitation as well as adheres to school board policy and regulations. The employee looks ahead and is able to plan for the next day and in some cases beyond.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

7. Problem Solving: The employee takes the initiative to solve potential problems and then keeps the management informed on what action he/she took. If the employee cannot solve the problem, he/she brings the problem and potential solutions to management in a timely manner.

Meets All Expectations

Meets Most Expectations

*Does Not Meet Expectations
(Improvement Needed)*

Comments

Employee Comments:

Employee's Signature _____

Date _____

Manager's Signature _____

Date _____

Ada Exempted Village School District
 Salary Schedule
 Bus Drivers

NOTE: On days that bus drivers take trips, they shall receive their regular rate until 4:00 p.m. and then will be paid at the trip rate.

	2.00%	2.00%
Regular	2022-23	2023-24
0	27.64	28.19
1	28.20	28.76
2	28.75	29.33
3	29.34	29.93
4	29.92	30.52
5	30.52	31.13
6	31.13	31.75
7	31.75	32.39
8	32.40	33.05
9	33.04	33.70
10	33.69	34.36
11	35.72	36.43
15	37.85	38.61
20	40.14	40.94
25	42.54	43.39
30	45.09	45.99

Step Indexes, as of July 1, 2006:

Years 1-10 1.020
 Years 11-30 1.060

	2.00%	2.00%
Apollo	2022-23	2023-24
0	30.59	31.20
1	31.05	31.67
2	31.52	32.15
3	32.00	32.64
4	32.47	33.12
5	32.96	33.62
6	33.45	34.12
7	33.96	34.64
8	34.47	35.16
9	34.98	35.68
10	35.51	36.22
11	37.10	37.84
15	38.77	39.55
20	40.51	41.32
25	42.34	43.19
30	44.25	45.14

Step Indexes, as of July 1, 2006:

Years 1-10 1.015
 Years 11-30 1.045

Extra Trips	15.50	15.81
When needed:		
Apollo	37.47	38.21

Kindergarten route will be ½ regular pay (wherever driver falls on schedule – 1 trip per day)

Town route or short route will be ½ regular pay (wherever driver falls on schedule – 2 trips)

Ada Exempted Village School District
Salary Schedule
Custodians

Custodians – Hired on or after 7/1/2004:

	2.00%	2.00%
YEARS	2022-23	2023-24
0	17.44	17.79
1	17.83	18.19
2	18.22	18.58
3	18.62	18.99
4	19.03	19.41
5	19.45	19.84
6	19.88	20.28
7	20.32	20.73
8	20.76	21.18
9	21.22	21.64
10	22.17	22.61
11	23.17	23.63
15	24.21	24.69
20	25.31	25.82
25	26.44	26.97
30	27.63	28.18

Step Indexes, as of July 1, 2006:

Years 1-9 1.022

Years 10-30 1.045

Ada Exempted Village School District
 Salary Schedule
 Secretaries

10 Month	2.00%	2.00%
YEARS	2022-23	2023-24
0	18.56	18.93
1	19.02	19.40
2	19.50	19.89
3	19.99	20.39
4	20.49	20.90
5	21.00	21.42
6	21.52	21.95
7	22.06	22.50
8	22.61	23.06
9	23.18	23.64
10	24.34	24.83
11	25.56	26.07
15	26.84	27.38
20	28.17	28.73
25	29.59	30.18
30	31.07	31.69

12 Month	2.00%	2.00%
YEARS	2022-23	2023-24
0	17.40	17.75
1	17.84	18.20
2	18.29	18.66
3	18.75	19.13
4	19.22	19.60
5	19.70	20.09
6	20.19	20.59
7	20.69	21.10
8	21.21	21.63
9	21.74	22.17
10	22.83	23.29
11	23.97	24.45
15	25.16	25.66
20	26.42	26.95
25	27.74	28.29
30	29.13	29.71

Step Indexes, as of July 1, 2006:

Years 1-9 1.025

Years 10-30 1.050

Ada Exempted Village School District
 Salary Schedule
 Teacher Aides/
 Part-Time Secretaries

	2.00%	2.00%
YEARS	2022-23	2023-24
0	13.44	13.71
1	13.91	14.19
2	14.42	14.71
3	14.90	15.20
4	15.44	15.75
5	15.96	16.28
6	16.54	16.87
7	17.12	17.46
8	17.70	18.05
9	18.60	18.97
10	19.52	19.91
11	20.50	20.91
15	21.53	21.96
20	22.61	23.06
25	23.75	24.23
30	24.93	25.43

Step Indexes, as of July 1, 2019:

Years 1-8 1.035

Years 9-30 1.050

Ada Exempted Village School District
Salary Schedule
Cafeteria Workers

NOTE: The cafeteria schedule will be the full-time schedule index applied to a base of \$13.18 and then 2% shall be applied after the calculation. The full-time schedule will then be deleted. The current employee on the full-time schedule will be placed at step 6 on the new schedule.

Hourly	2.00%	2.00%
YEARS	2022-23	2023-24
0	13.44	13.71
1	13.91	14.18
2	14.42	14.71
3	14.90	15.20
4	15.44	15.75
5	15.96	16.28
6	16.54	16.87
7	17.12	17.46
8	17.70	18.05
9	18.60	18.97
10	19.52	19.91
11	20.50	20.91
15	21.53	21.96
20	22.61	23.06
25	23.75	24.23
30	24.93	25.43

Step Indexes, as of July 1, 2006:

Years 1-8 1.035
Years 9-30 1.050

Head Cook	2.00%	2.00%
YEARS	2022-23	2023-24
0	15.53	15.84
1	16.03	16.35
2	16.55	16.88
3	17.09	17.43
4	17.64	17.99
5	18.22	18.58
6	18.81	19.19
7	19.43	19.82
8	20.06	20.46
9	21.01	21.43
10	22.00	22.44
11	23.04	23.50
15	24.13	24.61
20	25.28	25.79
25	26.48	27.01
30	27.74	28.29

**ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO**

Name of Employee/Substitute

Job Classification

<u>CENTRAL OFFICE USE ONLY</u>	
Job	_____
Hrs.	_____ Rate _____
Pay	_____
Service Days	_____
Work Days	_____
OBES Wks	_____

<u>Date</u>	<u>Hours Worked</u> (Ex. 1-3 PM)	<u>Total Hours</u> (Ex. 2 hrs.)	<u>Purpose of Work</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Total	_____	

Signature of Supervisor - Date

Signature of Employee - Date