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AMANDA-CLEARCREEK SUPPORT STAFF ASSOCIATION

AND THE

AMANDA-CLEARCREEK LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION



July 1, 2023 through June 30, 2026

Board Approved 6-29-2023

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ARTICLE 1: RECOGNITION

- 1) The Amanda-Clearcreek Local School District Board of Education, hereinafter called the "Employer", recognizes the Amanda-Clearcreek Education Support Staff Association, an OEA/NEA affiliate, hereinafter called the "Union" as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

- a) Bargaining Unit Defined

Included: The bargaining unit shall include employees in the following positions: Custodian/Maintenance, Custodian/Cook, General Maintenance, Bus Mechanic, Guidance Secretary, Cook, Senior Cook, Principal's Secretary, Secretary, One-on One Aides, Classroom Aides, Health Aides and Library Aides currently employed or to be employed. Hereinafter, employee(s) in the defined unit will be referred to as member(s) or employee(s).

Excluded: The bargaining unit shall exclude Accounts Payable Clerk, Activities Secretary, Bus Mechanic Assistant, Cleaner/Custodial Helper, Custodian/Groundskeeper/ JSR Monitor/Aide, Mechanic Helper/Custodian, EMIS Coordinator, Network Administrator, Part-time secretary, Secretary to the Assistant High School Principal, Technology, Technology Coordinator, bus drivers, substitute employees, seasonal and casual employees, Supervisors including, but not limited to Cafeteria Supervisor, Custodial/Maintenance Supervisor, Transportation Supervisor, Technology Coordinator/Supervisor, all Administrators, Confidential Employees, including but not limited to Assistant to the Treasurer, Accounts Payable Clerk, Superintendent's Secretary, and all other supervisory and management employees, as defined in R.C Chapter 4117, not otherwise identified herein.

- b) Employee Rights

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified in this document.

- c) Bargaining Unit Work

Issues involving bargaining unit work shall be taken to the Labor Management Committee.

The parties recognize that subcontracting is a fiscal remedy that is contrary to the values of the Amanda-Clearcreek Local School District. However, if the District's cash reserve balance is not achieved as stated in Board Resolution 252.13 adopted on October 14, 2013, the administration will notify the Board of Education and the Association that the Administration is researching the feasibility of subcontracting.

Further, the Administration shall meet with the Association and share any subcontracting information/studies with the Association, and discuss all options.

If the District receives notice of fiscal caution from the State of Ohio pursuant to R.C. 3316.031, the District may subcontract services.

For the life of this contract (July 1, 2023 - June 30, 2026), there shall be no subcontracting.

ARTICLE 2: DEFINITIONS

- 1) Agreement - This Negotiated Agreement between the Board and the Union
- 2) Board or Board of Education - The Amanda-Clearcreek Local School District Board of Education acting in its official capacity
- 3) Day - A calendar day, unless otherwise indicated
- 4) District – Amanda-Clearcreek Local School District
- 5) Employee - A member of the bargaining unit
- 6) Employer - The Amanda-Clearcreek Local School District Board of Education which has authority to grant to others the power to act on the Board's behalf
- 7) ORC - The Ohio Revised Code
- 8) Superintendent - Superintendent or designee
- 9) Union - Amanda-Clearcreek Support Staff Association
- 10) Work Day - A day an employee is scheduled for duty by the Board

ARTICLE 3 MANAGEMENT RIGHTS

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

- 1) determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy such as the functions, programs and services of the Board, standards of service, its budget, utilization of technology, and organizational structure;
- 2) direct, supervise, evaluate and hire employees;
- 3) maintain and improve the efficiency and effectiveness of school operations;
- 4) determine the overall methods, process, means, and personnel by which school operations are to be conducted;
- 5) suspend, discipline, demote or terminate employees for just cause;
- 6) lay off, non-renew, transfer, assign, schedule, promote or retain employees;

- 7) determine the adequacy of the workforce;
- 8) determine the mission of the District as an education unit;
- 9) effectively manage the workforce;
- 10) issue, implement and modify work rules;
- 11) take actions to carry out the mission of the District;
- 12) the Superintendent maintains his/her statutory right to direct, assign, supervise, evaluate, schedule and transfer employees, and to direct, assign and schedule pupils and their instruction.

The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise, except to the extent that they are limited by specific provisions of this Agreement.

ARTICLE 4: ASSOCIATION RIGHTS

Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights as follows:

- 1) Communication with Members
 - a) The Association shall have the right to use any staff bulletin boards in each building for official Association business.
 - b) The Association shall have access to the school interoffice mail and email systems. This shall include a central pick-up and delivery point designated by the Association. No material detrimental to the efficient and continuing operation of the school shall be permitted distribution through the school mail delivery system.
 - c) The Superintendent shall provide time for the Association to address new unit members at the initial orientation meeting.
 - d) With the individual's written authorization, the names and addresses of newly employed unit members shall be provided to the Association prior to the beginning of the school year.
 - e) Bargaining Unit Members may attend local ACSSA general membership meetings when such meetings occur during the bargaining unit member's regular work hours. When these meetings occur, the member shall make up the time during that same shift, or as soon as possible as determined by the member's immediate supervisor. The member shall request approval from the Superintendent or designee at least twenty-four (24) hours prior to the meeting.

2) Facility Use

- a) The Association may use school facilities for meetings. Meetings shall be arranged so that they do not interfere with normal instructional programs and must be in keeping with school board policy governing use of building.
- b) The members of the Association may transact official business on school property before school, during lunch or after school provided that it does not interfere with or interrupt normal school operations.
- c) The Association may use copying machines in the individual school buildings. The Association will provide copy paper.
- d) The Association members shall have access to phones for incidental use as well as Association business.

3) Discrimination

The Board and the Administration agree that there will be no reprisals against bargaining unit members for Association activities.

4) Board Agenda, Minutes

The Association President shall receive the same documents that are sent to the Board as well as any amendments (or addendum) to the agenda of each school board meeting. Such agenda shall be sent to the President by email at the same time it is sent to Board members.

5) Labor Management

A labor/management meeting may be requested by the Association President or Superintendent when necessary.

6) Association Release Time

The Association shall have four (4) days per school year to use for the purpose of attending meetings and conventions that apply to Association business. All expenses, excluding the costs of substitutes, are totally the responsibility of the Association or Association member(s)

ARTICLE 5: NEGOTIATIONS PROCEDURES

- 1) The Employer and the Association shall each designate a bargaining team of up to five (5) members. In addition, both sides may have counsel/LRC present at the table. All bargaining shall be conducted exclusively and in executive session between the teams.
- 2) In the year in which the contract expires, either party may notify the other of a desire to commence bargaining no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration

of this contract. Notification by the Association shall be made in writing to the Superintendent; notification by the Employer shall be made in writing to the President of the Association. Within fifteen (15) days of such notification, the parties shall mutually establish a meeting date. At the initial meeting, the parties shall establish ground rules for the negotiations. After issues are exchanged, no new issues may be submitted except by mutual agreement.

3) Scope of Negotiations

Those matters to be discussed will pertain to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement as set forth in Chapter 4117 O.R.C.

4) Caucuses

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus in private.

5) Information

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

6) While Negotiations are in Progress

- a) Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations. Such reports will not be used to form the basis for news stories or press releases, unless mutually agreed.
- b) While negotiations are ongoing, prior to impasse, news releases shall be made by mutual agreement of the bargaining teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.

7) Consultants

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be paid by the party requesting them.

8) Agreement/Ratification

- a) When an issue has been tentatively resolved, the issue shall be reduced to writing and initiated by a representative of each party. When agreement has been obtained on all issues

submitted to the bargaining process, or issues have otherwise been resolved the entire package shall be presented to the Association at the earliest opportunity. Once ratified by the Association, the agreement shall be presented to the Board no later than the next regularly scheduled board meeting.

- b) Upon official adoption and ratification, the Agreement shall be signed by and be binding upon both parties. The employer shall be responsible for typing the final agreement, and after final approval of the draft by the Association, it shall be the responsibility of the Employer to email the new Agreement to the Association President. The Association President shall email the agreement to the membership

9) Disagreement

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

- a) Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement.
- b) The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Employer. However, the mediator shall not have the authority to bind the parties to any items or agreement.
- c) The Association and the Board shall retain all rights afforded to them in Chapter 4117 of the Revised Code.
- d) This alternate impasse procedure supersedes and takes the place of the requirements of ORC Chapter 4117.
- e) At any time, the parties may mutually agree to a different alternate impasse procedure.

10) Amendment of Procedures

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

11) Amendment

If, during the life of this Agreement, the parties mutually agree bargaining is necessary, said bargaining shall be in keeping with the bargaining procedures set forth in this Agreement including the impasse procedure and the statutory rights.

ARTICLE 6: GRIEVANCE PROCEDURES

1) Definitions

- a) **Grievance:** An alleged violation, misinterpretation or misapplication of a specific Article and section of this Agreement. When any such grievance arises, the steps set forth below shall be observed.
- b) **Grievant:** The person alleging that a grievance has occurred. In the case where multiple violations are alleged regarding the same section of the Agreement, the parties may mutually agree to consolidate said grievances for purposes of arbitration.
- c) **Day:** All days referred to herein shall be days within the member's work year, excluding weekends, unless otherwise specified. Time limits may be waived at any step of this procedure by mutual agreement expressed in writing.

2) Purpose

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

3) Initiating and Processing a Grievance

a) Step One: Informal

Any unit member having a grievance shall first discuss such grievance with his/her supervisor and may be accompanied by a Union representative. The Grievant and his/her supervisor shall sign a form indicating that the informal grievance step occurred.

b) Step Two: Supervisor

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with his or her Supervisor. The written grievance shall be on a form provided by the Union. The grievance shall be signed by the Employee. The grievance must be dated and must state the allegation on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated, and the relief or remedy requested. A copy of such grievance shall be filed within twenty (20) days after the Employee knew or should have known of the act or occurrence upon which the grievance is based. If such grievance is not lodged within twenty (20) days after the Employee knew or should have known of the act or occurrence which is the basis of said grievance, said grievance shall be deemed waived. Within ten (10) days after receipt of the written grievance, the supervisor will conduct a meeting with the grievant to discuss the grievance and attempt to resolve it. Within ten (10) days following this meeting, the supervisor will state the decision in writing on the grievance form (using

attached sheets, as necessary) and provide a copy to the grievant.

c) Step Three: Superintendent

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

d) Step Four: FMCS Mediation

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

e) Step Five: Arbitration

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

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

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

The costs for the arbitrator shall be shared equally by the grievant(s) and the Board. If a court reporter is requested, the cost shall be borne by the party making the request, provided that if

both parties request a transcript the cost of the reporter and transcripts shall be borne equally by both parties. Any additional expenses of arbitration shall be paid by the party incurring such expenses.

4) Miscellaneous

- a) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- b) Failure at any step of these procedures to communicate the decision of a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- c) A grievance may be withdrawn at any level without prejudice.
- d) No records or documents concerning a grievance will be placed in the personnel files of any of the participants.
- e) A separate file for grievances will be kept in the Superintendent's office.
- f) The grievant shall have the right to be represented by a Union representative at any level of this procedure. In addition, the involved Administrator may also have a witness present at any level of this procedure.

ARTICLE 7: TERMS AND CONDITIONS

1) Full-Time and Part-Time Defined

A full-time employee is an employee who is scheduled to work at least 6 (six) hours per day and thirty (30) hours per week. A regular part-time employee is an employee who is scheduled to work less than thirty (30) hours per week.

2) Work Year Defined

Generally speaking, the work year shall be defined on the appropriate salary schedule in this Agreement, in Appendix I.

3) Work Week/Day Defined

The typical work week for each bargaining unit member shall be a schedule of five (5) consecutive work days. In general, the work week begins on Sunday. The work day is defined as:

- a) Aides: 2.0 - 7.5 hours
- b) Secretaries: up to 7.5 hours
- c) Custodians: 4.0 - 8.0 hours
- d) Maintenance/Mechanics 8.0 hours
- e) Cooks 2.0 - 8.0 hours

The above represent ranges of hours. Specific work hours shall be included in the employee's

individual employment contract.

4) Sequence of Contracts

As defined in ORC 3319.081, the sequence of contracts shall be a one-year contract in the initial year of employment; then if rehired, a two-year contract; then if rehired another two-year contract; then if rehired another two-year contract, followed by a continuing contract if rehired after the third two-year contract. New employees must actually work at least one hundred twenty (120) work days before being eligible for the first two-year contract. under ORC Section 3319.081.

5) Definitions: Vacancies, Reassignments and Transfers

A vacant position in the bargaining unit is defined as a position which is vacant due to an employee's resignation, termination, transfer, retirement or death, or is a new position.

6) Posting and Promotion Procedure

When the administration determines that a vacant position is to be filled or after a reassignment/transfer process is completed, a notice of the vacancy shall be sent to the Association President, posted on the District's internal website, an email notification shall be sent to all staff, and shall remain open for application for a period of five (5) work days.

The written job posting will include the job title, classification for the position, general job qualifications, the location and anticipated number of hours per day, typical tasks of the position, a reference to a source of additional information, the posting date, and the deadline for submitting a request.

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the designee listed on the job posting within the filing period

The Board shall have the sole discretion to determine whether a vacant position shall be filled and when it shall be filled or to create a new position.

Transfers: Assignments, reassignments, and transfers, including involuntary transfers, shall be made according to the needs of the school system. Before changes are made to a member's work assignment or schedule, a Labor Management meeting shall be convened. Said meeting shall include Administration and Association Leadership as well as the affected member. The final decision regarding staffing changes shall be made by the Administration, however, no changes shall be made for arbitrary or capricious reasons. Any employee reassigned or transferred to a new shift shall receive at least thirty (30) days advance notice prior to the effective date of the change. This thirty (30) day window may be waived by the employee.

Assignment, reassignment and/or transfers which become effective for the following school year shall be made and notification provided to the employee in writing no later than July 1st.

7) Qualifications Established

The Board shall be the sole judge of qualifications. The Board has the right to establish minimum qualifications for each vacancy to be filled. Seniority, qualifications, length of service in the

classification, range of experience/training in the District, work record/evaluation, and attendance will be criteria in the consideration for filling job vacancies. If two or more candidates for a position are deemed equally qualified by the administration, the most senior candidate shall be given the position. Current employees of the District shall be considered for the position before a candidate from outside the District. However, the final decision shall be made by the Superintendent and is not subject to the grievance process.

8) Lunch Periods

Full time bargaining unit members shall be scheduled to receive an unpaid duty-free lunch period of one-half (½) hour per day. Such members who agree to requests by their supervisor to remain on duty during their scheduled lunch period will be paid for the lunch period. The member shall submit a timesheet to his/her supervisor for the current payroll period.

9) Access to Buildings

Keys/key cards to the building will be available for unit members who need to be in the building after hours. In addition, members will be given keys/key cards for those classrooms in which they work, and the staff bathrooms.

10) Medical Procedures for Students

Unit members, other than qualified school nurses and/or health aides shall not be required to dispense any prescription or non-prescription drug to the student population, engage in catheterization, or "daily living skills" (e.g. assist with feeding tube) or otherwise perform any medical procedure. Toileting for special needs students will not be required unless it is a part of that member's written job duties, or the student's written plan.

11) First Aid/CPR, Safe Schools

Those members who complete District required training shall be provided time to complete the program on Board time.

12) The Support Staff Professional Development Committee (SSPDC) shall be created and shall consist of four (4) bargaining unit members appointed by the ACSSA President and four (4) administrators appointed by the Superintendent/designee. The members of the SSPDC shall be provided release time to participate on this team. The SSPDC shall:

- a) Evaluate, review, and revise, as necessary, the District's in-service programs for staff development on those days set aside in the school calendar for such purposes.
- b) Consider and assess the need for individualized training programs for specific classifications and/or sub-classifications.
- c) Make recommendations concerning the dates/times and content for the school year staff development program to the Superintendent/designee by June 30, annually.

- d) The Board will reimburse classified employees, completing additional college training from June 1 to May 31 of any year, following the local professional guidelines and returning to the District the following year, may apply for reimbursement for college credit earned, not to exceed twelve (12) semester credit hours per person, per year (June 1, - May 31).

ARTICLE 8: PERSONNEL FILES

- 1) There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the Superintendent's office.
- 2) Personnel files shall be open to inspection by the unit member and/or his/her authorized representative with reasonable notice and with an administrator or designee present.
- 3) Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the unit member shall be given a copy of any material placed in his/her official file and delivery of said copy shall constitute notice.
- 4) If and when a unit member and the Superintendent agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected.
- 5) The member has the right to attach a rebuttal to any material in the personnel file.
- 6) A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices. Unit members shall not inspect their files during work hours unless authorized by their supervisor.
- 7) In addition to the unit member's personnel file, only one anecdotal file may be maintained by the District. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs B, C, D and E herein.
- 8) Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the School District.
- 9) In order for any person other than the aforementioned people to obtain access to a unit member's personnel file, that person must notify the Superintendent of the information they wish to see.
 - a) The administrator will notify the unit member by telephone of the request for information at the time the request is made. If the unit member is unavailable by telephone, he/she will be informed by email.
 - b) Said information will be released within a reasonable time after the request is made.
- 10) No anonymous materials shall be placed in an employee's personnel file or shall be the basis of any discipline.

ARTICLE 9: SCHOOL CLOSINGS

- 1) When the Superintendent declares schools closed due to a calamity, aides, secretaries, and cafeteria staff need not report to work on the first five (5) calamity days. Employees not called in to work on days when school is canceled shall be paid for the first five (5) work days that are canceled; after the first five (5) canceled work days, all additional days that school is closed must be worked (made up by the employees.)
- 2) Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any make-up day scheduled by the Board without additional compensation.
- 3) Two Hundred and sixty (260) day employees are expected to report on all calamity days. However, the immediate supervisor or Superintendent may elect to reduce the hours of an employee's normal shift or to excuse the employee from reporting to work. The employee shall contact his/her immediate supervisor prior to the start of the shift to confirm whether he/she is required to report. If the employee fails to contact his/her supervisor, then the employee shall report to work.
- 4) On a day the Superintendent delays the start of the school day by two (2) hours, all members shall report at their usual time. All members shall report to Building Administrator or supervisor. If hazardous roads delay arrival, members shall contact administrator/Supervisor.
- 5) If Fairfield County has declared a level three (3) emergency, no member shall report.
- 6) A rolling seniority list by classification shall be maintained to cover activities that occur during an employee's shift on a calamity day (i.e., school-related, extra-curricular activities.)
- 7) Two (2) Hour Delay: When an announcement of a two (2) hour delay occurs, all Aides and Secretaries will adjust their arrival time by two (2) hours. These bargaining unit members will receive their regular, contracted number of hours of pay for the day regardless of the number of hours actually worked, unless they are asked to work past their normal ending time.

ARTICLE 10: AIDES

- 1) All aides must meet requirements to be qualified under the terms of state and federal law.
- 2) One-on-One Aides
 - a) Definition: A one-on-one aide is an educational aide who is assigned to a particular student(s) during the course of the school year.
 - b) Contract Status
 - i) One-on-one aides are initially employed annually by the Board on an as needed basis.
 - ii) If a one-on-one aide's student leaves the District or the student's IEP changes during the school year, the one-on-one aide shall continue in employment through the end of the month following the student's departure/withdrawal of IEP services. At the conclusion of that month the one-on-one aide who is directly affected by the layoff will be placed on the recall list if there are no other available positions for which

the employee is qualified. The employee will not be able to exercise any "bumping" rights.

- iii) If a one-on-one aide vacancy occurs while a one-on-one aide is on the recall list, the one-on-one aide with the most District seniority on the recall list will be given the opportunity to be placed into that vacancy. This vacancy does not have to be posted.
- iv) If a one-on-one aide's student is absent from the district on a temporary basis, the aide shall continue in employment, with no loss of pay. The aide shall work in a position within the bargaining unit's work environment in a position assigned by the administration/supervisor. Aides are required to report to work when their students are absent

c) Applicability of State Law/Other Articles to One-on-one Aides

- i) The provisions of this Article expressly supersede any conflicting provisions of state law, including but not limited to O.R.C. 3319.081.
- ii) The provisions of this Article supersede, with respect to one-on-one aides, any conflicting provisions from other Articles of the Negotiated Agreement.
- iii) Except as indicated above in paragraph (C)(2), all provisions from the other Articles of this Negotiated Agreement shall apply to one-on-one aides.

ARTICLE 11: PROBATIONARY PERIOD

- 1) All newly hired employees and employees hired after a five-year break in seniority into a bargaining unit position shall serve a probationary period of up to 90 work days. Only days an employee actually spends on the job count toward the 90-work day probationary period, i.e., leaves of absence, do not count. During the probation period, an employee may be terminated or laid off at the Employer's sole discretion with no recourse to the grievance procedure or to any other legal challenge. During the probationary period, the employee shall have no seniority rights. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
- 2) All promoted employees or those transferred into a different classification will serve a 90 -work day probationary period. Only days an employee actually spends on the job count toward the 90-work day probationary period, i.e., leaves of absence, do not count. This probationary period shall begin on the employee's first day of work in the new position. A promoted or transferred employee who evidences unsatisfactory performance may be returned to his/her former classification any time during the probationary period without recourse, or may be disciplined in accordance with the procedure outlined in the Agreement. Prior to returning a transferred or promoted employee to his/her former classification, the Supervisor shall meet with the employee to discuss performance concerns.

ARTICLE 12: EVALUATION AND DISCIPLINE

1) Evaluations

The Association recognizes the right, duty and responsibility of administrators to evaluate the performance of personnel for the purpose of providing a sound basis for personnel improvement and personnel effectiveness.

If any deficiencies exist, they will be noted, and the recommendations for improvement shall be offered if applicable. The lack of recommendations shall not be cause for a grievance.

Cameras/videos shall not be used for the purpose of evaluation.

Any written job performance observation feedback shall, after review by both parties, be signed by each and a copy given to the member. The member's signature on the form shall only be proof that the member has seen the form, not agreement with its contents. The member may submit a rebuttal within seven (7) days of the joint review. This rebuttal shall be attached to the observation.

Job descriptions, job duties, and an evaluation instrument shall be developed by a joint committee of Administration and Association members, subject to the Superintendent/ Board approval. Members of this committee shall be appointed by the leadership of their respective groups. The date of completion of this work shall be at the end of the 2017 - 18 school year.

2) Discipline

The parties recognize that problems sometimes arise that could lead to disciplinary action. The parties also agree that most of these issues are best resolved informally between the supervisor and the employee. However, when discipline is necessary, it shall generally follow the following procedure.

- a) Discipline shall be progressive in nature. Bargaining unit members may be disciplined, suspended or discharged for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of written rules and regulations of the Board of Education, or for any other failure of good behavior, or any other act(s) constituting just cause.
- b) Verbal and written reprimands shall not be used for purposes of progression of discipline beyond one (1) year for verbal reprimands and two (2) years for written reprimands from the date of issuance unless there is intervening discipline within the stated time frame.
- c) Prior to such discipline as a written reprimand, suspension, or termination, the Superintendent or his/her designee shall provide the unit member with notice of the reason for such discipline and will provide the employee with an opportunity to respond to said reasons at an informal conference. The employee may be accompanied by a union representative to said conference.
- d) The type and degree of discipline shall take into account the nature of the violation and the employee's record of discipline.
- e) Discipline shall generally follow the following progression:
 - i) Verbal reprimand, which may be documented in writing

- ii) Written reprimand
- iii) Suspension without pay
- iv) Termination

f) The unit member may be suspended or eliminated immediately if, in the opinion of the Superintendent or designee, the unit member's act(s) are severe enough to warrant immediate suspension or termination for just cause. In such a case, the district may skip steps in the progressive disciplinary procedure. Verbal and written reprimands may not be grieved beyond Step 3 of the Grievance Procedure.

g) The employee may be suspended with pay pending a pre-disciplinary conference.

When the Superintendent or Board seeks imposition of a suspension or termination, notice of such discipline shall be made in writing and served in person or by mail upon the employee not less than 24 hours prior to the conference. The initial notice shall include a brief description of the charges against the employee. The employee has the right to representation by an ACSSA Representative, ACSSA officer, or the Bargaining unit's labor relations consultant.

This article supersedes and takes the place of ORC sections governing the discipline of employees, including ORC. 3319.08I(C).

ARTICLE 13: LAYOFF AND RECALL

- 1) Seniority, Reduction in Force, and Recall
 - a) District Seniority - An employee's total continuous service with the School District within the bargaining unit.
 - b) Classification Seniority - An employee's continuous service within a classification.
 - c) Termination of Seniority - Seniority shall terminate upon:
 - i) Retirement.
 - ii) Discharge or non-renewal.
 - iii) Failure to report after termination of a leave of absence.
 - iv) Failure to report to work in compliance with the Reduction in Force provision of this Agreement.
 - v) Resignation.
 - vi) After accepting an exempt position.
- 2) Seniority Lists
 - a) Seniority lists shall be provided to the Association President, electronically (in a sortable and searchable format) once (1) each year by July 1st. Mistakes must be reported to the Administration within thirty (30) days.
- 3) Seniority Tie Breakers- In the event there is a tie between/among employees, the tie breaker shall be as follows:
 - a) Date of Board Action of employment. (The earlier date prevails)
 - b) Date the employment contract is submitted to the treasurer's office. (Earlier date prevails)

- c) Coin toss

4) General Provisions

- a) Layoff of bargaining unit members shall be for the following reasons: Decreased enrollment of students, return to duty of bargaining unit members after leaves of absence, job abolishment, or lack of funds.
- b) Amanda-Clearcreek Local School Board of Education agrees to provide a twenty eight (28) day advanced written notice to the Association prior to the Board action of a reduction in force.
- c) Layoffs will be made through attrition, when possible.
- d) Additional layoffs, if necessary, shall occur in the following order:
 - i) Those employees on limited contracts, by classification based on qualifications determined by the administration;
 - ii) Those employees on continuing contracts by classification based on seniority.

5) Seniority and Seniority Lists

- a) When conducting a reduction in force within a classification, the employee's seniority in the classification shall be based on District seniority as defined in Section 13(A)(I)
- b) Seniority lists based upon continuous service with the Employer shall be prepared by the Board and given to the Association one hundred twenty (120) days prior to any layoff. Challenges to the placement on the lists, must be delivered to the Superintendent or his/her designee within thirty (30) days following posting of these lists. The lists will be final as to each employee who does not challenge the list within the thirty (30) day period.

6) Classifications

- a) Classification - Custodial/Maintenance
 - i) Maintenance
 - ii) Head Custodian (one per building)
 - iii) Custodial/Maintenance
- b) Classification - Food Service
 - i) Head Cook
 - ii) Food Service Employee
- c) Classification - Secretarial
 - i) Office Administrative Assistant
 - ii) Secretary
- d) Classification - Media
 - i) Library Associate
- e) Classification - Educational Aides
 - i) Educational Aides
 - ii) Special Education Aides

- iii) One-on-one aides (for salary placement only)
- iv) Study Hall Monitor

7) Health Aides

8) Transportation Mechanic

9) Recall Rights

- a) Any employee whose continuing contract is suspended under this Article shall have the right of restoration to continuing service status if and when a nonteaching position for which the senior employee is deemed qualified by the administration becomes vacant or is created. No employee whose continuing contract has been suspended under this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed by the Board.
- b) A continuing contract employee shall remain on the recall list for a period of two (2) years from the effective date of contract suspension. Vacancies that occur in a position for which the suspended employee is qualified will be offered to and accepted by the employee within three (3) days of receipt of notice. Any employee who declines reinstatement or fails to respond within three (3) days of receipt of notice shall be removed from the recall list. It shall be the suspended employee's responsibility to keep the Board apprised of his/her home address.

ARTICLE 14: LEAVES OF ABSENCE

1) Sick Leave

- a) All full-time bargaining unit members shall accrue paid sick leave at a rate of 1 1/4 days per month for 12 months for a total of 15 days of sick leave per school year, cumulative up to a maximum of three-hundred (300) days.
- b) Employees may use sick leave for absence due to:
 - i) Personal illness or injury;
 - ii) Illness due to pregnancy;
 - iii) Doctor's appointments;
 - iv) Exposure to catastrophic contagious disease, which could be communicated to others;
 - v) Illness, injury, or death in the employee's immediate family; and/or
 - vi) Funeral of a close personal friend or step-relation.

Sick leave may be used for paragraphs (v) and (vi) with Superintendent approval after and in accordance with bereavement leave in paragraph 12 (below)

- c) Immediate family shall be defined as spouse/domestic partner, children/stepchildren, parents/step parents, siblings/step siblings, grandparents/ grandchildren, or any other relative living in the same household as the employee. Cases outside this definition may be appealed to the Superintendent whose decision shall be final, and not subject to the grievance process.
- d) Sick leave will be paid at the employee's current regular rate of pay.

- e) The employee must contact his/her direct supervisor or/and post on Aesop as directed by his/her supervisor as soon as possible. This contact must be made no later than one (1) hour before the scheduled work time to advise of the use of sick leave, except in an emergency situation where the Employee had no awareness of illness one (1) hour prior.
- f) An employee absent from duty for sickness because of the reason(s) as specified in subparagraphs (1) through (6) of Paragraph B shall complete any required paperwork prior to the absence, if possible, or within 24 hours after return to duty.
- g) On the designated sick leave form, the employee must certify the reason for absence. A doctor's excuse will generally only be required following a sick leave absence of three (3) or more consecutive work days, but the employer maintains the right to require a doctor's excuse in other circumstances as set forth in paragraph 9 below.
- h) Employees who are absent for any length of time due to surgery or other hospital procedure (in-patient or out-patient) must submit a statement from a physician validating that they are physically able to resume their duties on a full-time basis.
- i) Employees who transfer from the service of another school district or any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with the requirements of ORC 3319.141, upon presentation by September 15 in the first year of employment of a certificate of verification from the administrative officer where the employee was last employed showing the number of accumulated sick leave days. In the case of a layoff, sick leave accumulation will remain at pre-layoff levels, unless the member was employed in a SERS position while on the recall list, and either accrued or used sick leave in that position.
- j) The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense.

Falsification of sick leave including, fraudulently requesting sick leave or falsifying a physician's verification or other sick leave record is grounds for termination of employment.

- k) Each new employee (employed less than one year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.
- l) Sick leave may be taken in one-half (1/2) day increments.
- m) Members of the bargaining unit shall be granted bereavement leave due to the death of an immediate family member; immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step siblings, grandparents, grandchildren and any others who are dependent upon the unit member for care.

Members shall be granted a maximum of three (3) bereavement leave days per occurrence, not to be pulled from the members sick leave. Additional paid sick days may be granted upon Superintendent approval.

- n) The above sick leave provisions shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141 and ORC 124.39.

2) Court Leave

- a) When it becomes necessary for a unit member to accept jury duty, or when a unit member is subpoenaed for a work-related court appearance, the unit member shall receive the difference between the compensation received for this activity (i.e., jury duty pay, witness fee, etc.) less expenses and his/her regular salary for the number of days involved.
- b) Personal leave may be used for non-work-related court appearances. If a member's personal leave is already exhausted, up to two (2) additional days of paid "court leave" may be used for court appearances. Documentation must be provided to justify use of court leave.

3) Military Duty

All unit members who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence from their respective assignments for such time as they are in military service, field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year. The rate of compensation shall be the difference between the unit member's regular compensation and the remuneration received by him/her for such military service.

4) Sick Leave Bank

- a) A sick leave bank for catastrophic illness is hereby established. Each unit member may contribute ten (10) days unused sick leave per school year to the bank. To contribute to the bank, a unit member must submit the days to the Union President. An eligible unit member can withdraw up to a maximum of twenty (20) days per work year. A list of unit members with the number of days being donated to the Sick Leave Bank by each unit member, is to be submitted by the Union President to the Treasurer's Office by August 30 of each year and cannot be changed or supplemented after October 31.
- b) A committee shall be formed to administer the sick leave bank, such committee to consist of two (2) Employer representatives; two (2) unit members; and a neutral third-party as a tie-breaker agreed upon by both sides. A majority vote of the committee is necessary to approve any withdrawal from the bank.
- c) Unit members eligible to withdraw sick leave from the bank are those who have a catastrophic illness in their immediate family, which consists of the unit member, his/her spouse, and his/her children. All accumulated sick leave and personal leave not yet approved, must be used prior to being eligible for withdrawal.

- d) If applying for use of days from Sick Leave Bank, unit members must fill out the Sick Leave Bank Form, Appendix II, and submit it to the Treasurer's Office.
- e) The applicant shall have the opportunity to appear before the committee to explain their request.

5) FMLA Leave

The Board shall provide leave to eligible employees consistent with the Family and Medical Leave Act provided that such Leave does not diminish the obligation of the Board to comply with any and all provisions of this Collective Bargaining Agreement. If a husband and wife eligible for Leave are employed by the District, the provisions afforded under FMLA shall apply.

6) Child Care Leave

- a) Child care leave of absence without pay shall be granted upon request of the unit member for the purpose of child bearing and/or child rearing as follows:
 - i) With the exception of adoption, the request shall be in writing and submitted to the Superintendent at least two (2) months prior to the expected date of leave.
 - ii) Under this Article, a unit member shall be entitled to a leave of absence not to exceed one (1) work year
 - iii) The unit member shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required functions.
 - iv) Sick leave shall not be used in lieu of an unpaid leave of absence for child rearing purposes. A list of unit members with the number of days being donated to the Sick Leave Bank by each unit member, is to be submitted to the Treasurer's Office by August 30 of each year and cannot be changed or supplemented after October 31.

7) Personal Leave

- a) All full-time unit members will be entitled to three (3) paid days of personal leave per school year. The days shall be unrestricted as to the reason for use. Part-time, hourly unit, shall have their days prorated according to their contracted hours.
- b) Requests for personal leave shall be submitted to the employee's supervisor as far in advance as possible, but at least two (2) work days or forty-eight (48) hours (whichever is greater) in advance of the day requested.
- c) Two (2) days of unused personal leave, may be carried over to the following year, with a maximum of four (4) days of personal leave being held at any one time. Unused personal days not carried over shall be converted to sick leave accumulation, or the member may be paid a per diem rate for unused days up to a maximum of three (3) days.
- d) Personal leave must be used in a minimum of one-half (½) day increments.

8) Assault Leave

- a) An employee who must be absent due to disability resulting from an unprovoked or unjustified assault on such employee which occurs in the course of Board employment or in attendance at a school-sponsored function shall be granted Assault Leave providing all of the standards below

are met. Full pay status (days not charged to Sick Leave) under Assault Leave shall be granted up to a maximum of ten (10) days of said disability. At the end of the ten (10) working days, the employee may at his/her option use Sick Leave or receive worker's compensation (if eligible) for the period of the disability.

- b) An employee requesting Assault Leave will complete and submit to the Superintendent a form which shall include the following:
 - i) Date and time of occurrence.
 - ii) Identification of the individual or individuals causing the assault (if known).
 - iii) Facts and circumstances surrounding the assault.
 - iv) A certificate from a licensed physician describing the nature of injury sustained causing absence.
 - v) A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
 - vi) Signature of the assaulted employee.
- c) A disability resulting from assault shall terminate when the employee can return to the assignment held prior to the disability, or the employee becomes eligible and takes disability retirement provided under the provisions of the retirement program.
- d) An employee disabled as a result of assault will be returned to the same position held at the time of the incident whenever possible. If the employee desires another position, such selection shall be in accordance with the established transfer procedure.
- e) Assault leave benefits shall not be paid if Workman's Compensation benefits are paid to the employee. In order to be eligible for Workman's Compensation benefits, the employee must go to First Medical or other BWC approved facility for treatment and drug/alcohol testing.

9) Absence Without Applicable Leave

- a) An absence without applicable leave is the period of absence for which:
 - i) the unit member has no accrued paid and/or unpaid leave and is not eligible for FMLA leave as of the date of absence; and
 - ii) a request for paid and/or unpaid and/or FMLA leave is not requested or is denied. Absences without applicable leave shall be treated as set forth herein. The Board shall only permit leave without pay where it is specifically authorized by law.
- b) An absence without applicable leave will be treated as follows:
 - i) Employees are expected to be aware of the number of leave days accrued at any point in which an absence is requested. In the event that the employee has an absence without applicable leave the employee may be subject to disciplinary action.
 - ii) Superintendent's Authority: Absence without applicable leave is based on the Superintendent/designee's determination that no form of leave (accrued paid and/or unpaid leave) has been or should be approved for the absence based on information existing at the time of said determination. Absences can be converted to appropriate

leave when the Superintendent/designee receives and is satisfied with documentation justifying the absence. In any event, the employee will be subject to forfeiture of pay during any period in which an employee is absent without applicable leave and subject to progressive discipline.

ARTICLE 15: PAY PRACTICES

- 1) Newly hired bargaining unit members may receive credit for work experience outside the Amanda-Clearcreek School District up to a maximum of ten (10) years.

Up to five (5) years of service credit shall be granted for previous military service.

All previous experience, both working and military, must be verified in writing from the prospective employee's previous employer.

All unit members under contract by June 1 for the following school year will be given a salary notice by July 1. Unit members employed after June 1 will be given a salary notice within thirty (30) days after employment by the Board. If a new salary schedule is established for the remainder of that year, then a salary notice will be issued within thirty (30) days after the adoption of that salary schedule by the Board.

All unit members shall receive their W-2 forms on or before January 31.

Pay days will be the 5th and the 20th of each month. All unit members will be paid via direct deposit. Direct deposit stubs will be available via email distribution.

- 2) Payroll Deductions

- a) Dues, Fees

- i) Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
 - ii) The Employer shall provide for twenty (20) payroll deductions for Association and affiliate dues or fees. For all unit members who so choose, the deductions shall start with the first and second pay in November and continue with the first and second pay of each month for nine (9) additional months. Such deduction shall continue from year to year at the discretion of the unit member.
 - iii) For any yearly payroll deduction, there shall be equal withdraws throughout the year or the deduction shall be made in one full sum.
 - iv) Except in cases of emergency, payroll deductions may be established or revised effective on the first working day of any month.
 - v) The Association shall notify the Treasurer as to the names of the persons requesting payroll deduction of dues or fees and the amounts of those dues or fees by October 1 of each year.
 - vi) The Treasurer shall submit monthly to the Association Treasurer a check for the total amount deducted that month.

- vii) The Board, recognizing the Association as the exclusive representative of the unit members, shall not permit payroll deduction of dues for any competing organization as long as the Association remains the recognized representative of the unit members.
- viii) If, for any reason, the Board fails to make a deduction for any unit member as above provided, it shall make that deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the unit member. The Association agrees to hold the Board and its employees and agents harmless for any and all errors arising out of the dues deduction procedure, provided that such error is corrected in accordance with this policy.
- ix) A member who wishes to cancel their membership may do so by notifying the Association Treasurer, in writing. Upon cancellation of membership the Association shall notify the District Treasurer of the remaining dues owed. The District Treasurer shall deduct all owed dues from the employee's next pay.

b) Credit Union

The Employer shall provide for payroll deductions for the credit union. Such deductions shall be over twenty-four (24) pays and shall continue from year to year at the discretion of the unit member.

c) Tax Sheltered Annuities

The unit member agrees to hold harmless the Board and its employees and agents for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.

Upon the effective date of this Agreement, any new company must be representative of at least five (5) unit members, unless the company has an in-force contract with a new unit member with the exception of Ohio Deferred Compensation, which required no minimum unit members. The Treasurer's office shall maintain and make available to unit members, upon request, a list of annuity companies eligible for payroll deduction.

d) OEA Fund for Children and Public Education

- i) The Treasurer shall make deductions for FCPE if authorized by the unit member (\$1.00 minimum).
- ii) At the discretion of the unit member, such deductions shall be made either:
 - (1) Over twenty-four (24) pays and shall continue from year to year; or
 - (2) A total amount may be authorized by the unit member to be withheld in a designated number of equal payments.

e) All deductions

All Deductions shall be forwarded by the Treasurer to the proper authority immediately upon the issuance of payroll checks.

f) Board Indemnification

The association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

- i) The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a

non-member for which indemnification may be claimed.

ii) The Board agrees to:

(1) Give full and complete cooperation and assistance to the Association at all levels of the proceeding;

(2) Permit the Association or its affiliates to intervene as a party if it so desires;

iii) To not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action

3) Overtime

- a) The Board necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determines the needs of the District may require. However, each employee will be paid at the rate of one and one-half times his or her regular straight-time hourly rate for all hours actually worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Superintendent or designee. For purposes of calculation, the work week begins 12:01 a.m. on Sunday and ends at midnight the following Saturday.
- b) To be eligible to earn overtime pay by working special events, an employee must have actually worked his/her last scheduled work shift prior to the special event,
- c) Payment of overtime and/or premium pay shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked. However, for purposes of computing overtime pay calamity days shall count as time worked.
- d) Employees required to report to a work-related meeting, other than during their work schedule, will be compensated for the actual number of hours at their regular rate of pay, unless it constitutes overtime, then the overtime rate shall be paid.
- e) The Board reserves the right to determine whether to offer any overtime work. Extra work that is offered to employees shall be so offered to those employees on a classification seniority rotation basis.
- f) Full-time and short-hour employees shall be assigned work within their classification beyond the hours for which they are regularly scheduled before temporary or substitute employees are assigned the work.
- g) Custodians will be eligible to work the overtime assignment on a rotation basis, going from most senior to least senior on the seniority roster. If an eligible custodian does not desire the assignment, the opportunity goes to the next person on the list. Once the assignment is selected, the next overtime opportunity will begin with the next eligible person on the list. If an employee does not take an assignment, the individual must wait until they are next eligible in the rotation process.

Any time that a school building is used by any group for authorized and approved activities open to the public, the Board shall mandate a custodian to be on the premises. For any group using the kitchen, the Board shall mandate a Senior cook or cook is on the premises. Any employee so assigned shall be accessible to the outside group and shall see that the school facilities are properly used. If no employee agrees to work, the Board may go outside the bargaining unit to assign the work.

h) Call in Time:

Any employee who is called in to work from his/her home shall be paid a guaranteed minimum of two hours, to be paid at his/her regular rate, unless such time constitutes overtime, then the overtime rate shall be paid. This section does not apply to calamity day school closures.

4) Compensatory Time:

Employees, with the prior approval of their immediate supervisor, may elect to accrue compensatory time off in lieu of overtime payments for overtime hours worked, except that overtime hours resulting from the rental of school facilities to outside agencies will be paid as overtime payment unless agreed otherwise by the supervisor. Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory time shall be accumulated at a rate of one and one half-hours per one hour worked. Employees requesting the use of compensatory time off will give forty-eight hours advance notice to the supervisor. The arrangement of compensatory time off shall be by mutual agreement between the employee and immediate supervisor.

If an employee has accrued unused compensatory time at the time he/she leaves employment with the District, or at the end of the fiscal year in which the compensatory time was earned, the unused compensatory time will be paid at his/her current hourly rate by June 30, and the employee's compensatory time balance will return to zero hours as of July 1.

5) Vacations:

Effective July 1, 2023, classified personnel are eligible for vacation after the first full month of employment. Notwithstanding the foregoing, the Superintendent, in his/her sole discretion, may permit an employee to utilize vacation leave during the employee's first full year of employment. Those employed for 12 months receive vacation with pay in compliance with Ohio law. Current full-time employees will receive credit for their previous work experience with the District when they assume a 12-month position.

The Superintendent and/or his or her designee gives final approval of vacation schedules for the classified staff. It is his/her responsibility to see that vacations are scheduled so that the least interference with the operation of the schools results.

Vacation Accumulation Index

0 thru 9 years' service -ten (10) days (.83 days per month)

10 thru 19 years' service - fifteen (15) days (1.25 days per month)

20 years' service plus - twenty (20) (1.66 days per month)

Monthly Additions

Month	0 - 9 Years	10 - 19 Years	20 + Years
July	0.83	1.25	1.66
August	1.66	2.50	3.32
September	2.49	3.75	4.98
October	3.32	5.00	6.64
November	4.15	6.25	8.30
December	4.98	7.50	9.96
January	5.81	8.75	11.62
February	6.64	10.00	13.28
March	7.47	11.25	14.94
April	8.30	12.50	16.60
May	9.13	13.75	18.26
June	10.0 days	15.0 days	20.0 days

Vacation cannot be taken in advance of earning vacation credit; however, exceptions may be made with advance approval of the Superintendent. An employee's vacation leave balance shall not exceed the equivalent of two years at any time.

The Board reserves the right to limit the number of employees who may take vacation leave at any particular time. Vacation leave requests must be submitted to the employee's immediate supervisor, in writing, at least seven (7) days before the first day of the proposed vacation; however, exceptions may be made with advance approval of the Superintendent.

6) Holidays

Employees shall be excused from duty on applicable holidays without loss of salary or wages.

Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays.

In the event, during this Agreement, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for bargaining unit personnel in this Article, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number.

- a) There shall be ten (11) paid holidays for twelve (12) month employees.
 - i) New Year's Day Eve
 - ii) New Year's Day
 - iii) Martin Luther King Day
 - iv) Memorial Day
 - v) Juneteenth
 - vi) Independence Day
 - vii) Labor Day
 - viii) Thanksgiving Day
 - ix) Friday after Thanksgiving Day
 - x) Christmas Eve Day

- xi) Christmas Day
- b) One day of Fair Week shall be a non-working parity day for 260-day employees only.
- c) There shall be six (6) paid holidays for nine (9) month and ten (10) month employees:
 - i) New Year's Day
 - ii) Martin Luther King Day
 - iii) Memorial Day
 - iv) Labor Day
 - v) Thanksgiving Day
 - vi) Christmas Day

7) Travel Mileage

The Board shall pay the IRS mileage rate per mile for Board approved professional meetings, and other Employer directed activities.

8) Staff Passes

All unit members shall be permitted to use their employee ID card that will admit the member and one guest free of charge to all extracurricular events sponsored by the District, including, but not limited to, all athletic events.

ARTICLE 16: SALARY SCHEDULE

1) Pay Schedule

All employees shall be paid on the pay schedule set forth in the Collective Bargaining Agreement for the applicable pay grades and years of service for performing their regular duties. The amounts appearing on said schedule shall be the employee's "regular rate of pay."

2) Placement on Schedule for Transfer

When an employee is transferred into a different classification, he/she shall be placed on the wage step closest to, but not lower than, the hourly rate he/she was earning in his/her prior classification at the time of transfer.

3) Movement on the Pay Schedule

Annual pay step increases shall be July 1 or September 1, as applicable, providing the employee has been employed and performed service to the Employer for at least six (6) months in the preceding work year.

An employee who is reclassified to a different pay grade shall have such adjustment made effective on the first day worked in the new position.

4) Loss of Steps

Effective with the 2023-2024 school year, bargaining unit members shall be credited with up to three years service credit as compared to their service credit in the 2022-2023 school year and be advanced, as applicable, up to three vertical experience steps effective with the 2023-2024 school year on the salary schedule. This shall only apply to eligible bargaining unit members who were members of the bargaining unit as of July 1, 2011 and who actually worked at least 120 days during each of the 2010-2011, 2011-2012, and 2012-2013 school years and remained continuously employed in a bargaining unit position through the end of the 2022-2023 school year. Eligible bargaining unit members shall receive up to three (3) additional years of service credit (e.g., an employee at step 10 during the 2009-2010 school year who continued to be employed during the 2010-2011, 2011-2012, and 2012-2013 school years but remained at step 10 will advance vertically three steps from their placement for the 2022-2023 school year). This shall not be retroactive to any individuals no longer in the bargaining unit.

ARTICLE 17: INSURANCES

- 1) An insurance committee shall be created, which will meet at least quarterly or as needed. The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a maximum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Association President(s), as well as a maximum of two (2) Teamster members. All insurance plan documents and benefits are located on the Resource page of the Google All Staff (<https://sites.google.com/amanda.k12.oh.us/allstaffresources/all-staff>
- 2) Term Life

The Board shall provide each unit member with a term life insurance policy with a face value of twenty-five thousand dollars (\$25,000) and double indemnity. The Board shall pay one hundred percent (100%) of the premium.

- 3) Group Medical
 - a) The Board shall provide hospitalization, medical and surgical coverage to each unit member, either single or family, at the unit member's discretion.
 - b) For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six (6) hours per day, the Board shall pay a percentage of the single or family premium per month as follows:

Years of Service	Board Contribution (Family)	Board Contribution (Single)
Up to 5 Years	50%	60%

5 Years	55%	60%
6 Years	60%	60%
7 Years	65%	65%
8 Years	70%	70%
9 Years	75%	75%
10 years and over	80%	80%

- c) The unit member's share will be paid by payroll deduction. The Board will not make any contribution to the premium cost of insurance for an Employee scheduled to work an average of less than four (4) hours per day.
- d) The Board may change carriers with sixty (60) days' notice to the Union, but benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.
- e) ACSSA members were given an opportunity to remain with the current insurance plan or choose a New Base Plan or a Health Savings Account (RSA) Option. They had until November 30, 2017 to choose.
- f) All new employees will be offered a choice between the New Base Plan or the HSA medical plan.
- g) Once any employee opts for the HSA Plan, they cannot enroll in the New Base Plan.
- h) Open enrollment will be during the month of November each calendar year with the coverage to start January 1st of the next calendar year.
- i) If a current employee chooses the HSA Option with lower out of pocket (OOP), the following will take place:

The district will fund \$\$1,000/single plan and \$2,000/family plan for any current employee who is already participating in or who opts into this insurance plan.

Payment made 1st week in January, with the exception of new hires who will receive one-half (1/2) payment October 1 and one-half (1/2) payment January 1

4) Group Dental

- a) The Board shall provide dental insurance with single or family coverage at the unit member's discretion for unit members.
- b) For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay ninety-five percent (95%) of the premiums for this coverage. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six (6) hours per day, the Board shall pay a percentage of the single or family premium per month as follows:

Years of Service	Board Contribution Single or Family
Up to 5 Years	50.0 %
5 Years	57.5 %
6 Years	65.0 %
7 Years	72.5 %
8 Years	80.0 %
9 Years	87.5 %
10 Years and over	95.0%

- c) The Board will not make any contribution to the premium cost of insurance for an employee scheduled to work an average of less than four (4) hours per day.
- d) The Board may change carriers with sixty (60) days' notice to the Union, but benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.

5) Group Vision

- a) The Board shall provide vision insurance with single or family coverage at the unit member's discretion for unit members.
- b) For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six (6) hours per day, the Board shall pay a percentage of the single or family premium per month as set forth in section C (2) above. The unit member's share will be paid by payroll deduction. The Board will not make any contribution to the premium cost of insurance for an Employee scheduled to work an average of less than four (4) hours per day.
- c) The Board may change carriers with sixty (60) days' notice to the Union provided, however, that benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.

6) Enrollment Period

November is the open enrollment period for signing up for or changing insurance benefits. No changes may be made after November except in the case of "qualifying events" as defined by federal law. New employees hired after November 30 have thirty (30) days to sign up for insurance benefits.

7) Section 125 Plan

The Board shall maintain a Section 125 Plan for the payment of insurance premiums with pre-tax dollars. The Board's third-party administrator for the Section 125 Plan requires that employees attend an informational meeting annually in connection with completion of the election forms, in order to participate in the Section 125 Plan.

- 8) For purposes of medical, dental and vision insurance only, an employee's years of service shall include years of service in the same classification with a prior school district, up to a maximum of five (5) years
- 9) Opt-Out Incentive
 - a) The Board will pay an annual Opt-out Incentive to unit members who opt-out of the Board's major medical health insurance plan during the open enrollment period of each year. The opt-out incentive shall be two thousand dollars (\$2,000).
 - b) The lump sum payment shall be made in the last pay in December of each calendar year.
 - c) For part-time unit members, the opt-out incentive will be one thousand dollars (\$1,000).
 - d) In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's major medical health insurance plan from January 1 through December 31 of that plan year.

ARTICLE 18: RETIREMENT

1) Severance

All bargaining unit members shall after ten (10) years of service in the Amanda-Clearcreek Local School District and upon retirement, receive payment for one-fourth (1/4) of the value of the employee's accredited but not used sick leave as follows:

- a) The maximum payment shall not exceed one-fourth (1/4) of three-hundred (300) days
- b) In order to be eligible under this provision, the employee must file for retirement benefits with the School Employee Retirement System. The employee must certify to the Board Treasurer the date on which retirement benefits under SERS will be started.
- c) Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on the basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The employee must request severance pay within ninety (90) days of retiring from service within the District in order to receive severance pay. Such payment may be made only once to any employee.

2) Retirement Incentive Pay

- a) Beginning with retirements occupying after July 1, 2015, if a unit member retires in the first year that he/she is eligible to retire pursuant to SERS regulations, he/she will receive forty (40) additional days of severance pay. The additional severance pay would be paid based on the unit member's per diem rate at the time of retirement.
- b) Only unit members in their first year of retirement eligibility will be eligible for this retirement incentive.

ARTICLE 19: SERS PICK-UP

The Amanda-Clearcreek Local Board of Education herewith agrees to "pick-up", utilizing the salary reduction method, contributions to the State Employees Retirement System of Ohio paid upon behalf of the Members of the Bargaining Unit under the following terms and conditions:

- 1) The amount to be "picked-up" on behalf of each Member of the Bargaining Unit shall be the amount required to be contributed by the SERS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- 2) The pick-up percentage shall apply uniformly to all Members of the Bargaining Unit as a condition of employment.
- 3) The pick-up shall apply to all compensation.
- 4) The parties agree that should the rules and regulations of IRS, or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- 5) Payment of sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the employee's contract).
- 6) The amount designated as "pick-up", by the Board shall be included in computing final average salary, provided that the employee's total salary is not increased by such "pick-up", or if the Board's total contribution to the State Employees Retirement System of Ohio increased thereby.
- 7) If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article shall be declared null and void.

ARTICLE 20: HEALTH/TRAINING

- 1) Chronic Communicable Diseases

No unit member shall be deprived of any rights, due process, or contractual privileges inherent in state and federal law, or this agreement as a result of a chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual remedies.

- 2) Health and Safety

- a) Safety Training

- i) A committee consisting of two administrators appointed by the Superintendent and two association members appointed by the association president will meet near the end of each school year to plan the curriculum development for the in-service days for the following school year. The committee may meet more often if necessary.

- ii) Training conducted during work time shall be at the employer's expense.
- iii) Employees attending training sessions outside their regular work day shall be compensated at their per diem rate, however, administration may alter the member's work schedule to allow attendance, or pay the member overtime, if applicable.

ARTICLE 21: CONTRACT ADMINISTRATION

1) Amendments to Agreement

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

2) Severability

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

3) Academic Distress Commissions

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. If the District would enter into an academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

ARTICLE 22: EMPLOYMENT OF RETIRE/REHIRES

- 1) For purposes of salary schedule placement upon initial employment, a previously retired employee ("PRE") will be granted a maximum of ten (10) years' service credit, at the discretion of the Board. A PRE-with less than ten years of credited experience will be placed initially at their appropriate experience step on the salary schedule. A PRE-may advance up to but not beyond step 10 on the salary schedule.
- 2) All PREs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal.
- 3) No performance evaluations shall be required.
- 4) PREs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contracts.
- 5) For purposes of Reduction in Force, PREs will not accrue seniority.

- 6) PREs shall not be eligible to participate in any contractual retirement incentive program, or severance pay upon separation of employment.
- 7) PREs shall be eligible to participate in the District's medical, vision and/or dental insurance program. The PRE-will be responsible for 20% of the medical (HSA, single coverage premium only), vision and or dental insurance.
- 8) Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- 9) PREs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provision of this Article.
- 10) The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC §3319.081, §3319.172 and §124.39(B).

ARTICLE 23: DURATION OF CONTRACT

- 1) The contract shall be effective at 12:01 a.m. on July 1, 2023 and shall remain in full force and effect through midnight on June 30, 2023 and annually thereafter unless the Board or the Association gives written notice to the other of its intent to modify or amend this contract in accordance with the provisions of this contract.
- 2) Provisions in this contract shall supersede any related rules, procedures, and policy previously adopted by the Board and not consistent with the terms and conditions herein stated.
- 3) The items agreed to between the Board and the Association are the result of good faith negotiations. If any provision in this contract is determined to be contrary to law by an act of the legislature or court of proper jurisdiction, then such provision shall be deemed null and void to the extent prohibited. Other provisions shall remain in full force and effect.
- 4) By affixing our signatures, we affirm that the respective parties have ratified and adopted this agreement.

APPENDIX A: SALARY SCHEDULES

Adm. Reg. 4231					
Mechanic-Driver Salary Schedule					
(Effective July 1, 2023 - June 30, 2026)					
Amanda-Clearcreek Schools					
Paid Holidays					
Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day					
Martin Luther King Day, Memorial Day, July 4th and Juneteenth.					
School Year		2023	2024	2025	
		2024	2025	2026	
		3.00%	3.00%	3.00%	
Sub Rate					
Step					
0		\$24.90	\$25.64	\$26.41	
1		\$25.24	\$26.00	\$26.78	
2		\$25.54	\$26.31	\$27.10	
3		\$25.80	\$26.58	\$27.37	
4		\$26.31	\$27.10	\$27.91	
5		\$26.54	\$27.34	\$28.16	
6		\$26.84	\$27.65	\$28.48	
7		\$27.34	\$28.16	\$29.00	
8		\$27.64	\$28.47	\$29.32	
9		\$28.12	\$28.96	\$29.83	
10		\$28.36	\$29.21	\$30.08	
11		\$28.64	\$29.50	\$30.38	
12		\$28.93	\$29.79	\$30.69	
13		\$29.21	\$30.09	\$30.99	
14		\$29.51	\$30.39	\$31.30	
15		\$29.80	\$30.70	\$31.62	
20		\$30.40	\$31.31	\$32.25	
25		\$31.01	\$31.94	\$32.89	
30		\$31.63	\$32.57	\$33.55	
249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.					
Vacation time must be approved by the Superintendent in advance.					
Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent					
Individuals must work 120 days to be eligible for step increase.					
Starting time will be regulated according to the judgment of the administration and the school board					
Revised June 2023					

Custodian I

(Effective July 1, 2023 - June 30, 2026)

Amanda-Clearcreek Schools**Paid Holidays**

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day
 Martin Luther King Day, Memorial Day, July 4th and Juneteenth.

School Year	2023	2024	2025
	2024	2025	2026
	3.00%	3.00%	3.00%
Sub Rate			
Step			
0	\$19.33	\$19.91	\$20.51
1	\$19.71	\$20.31	\$20.91
2	\$20.13	\$20.73	\$21.35
3	\$20.49	\$21.10	\$21.73
4	\$20.70	\$21.32	\$21.96
5	\$21.20	\$21.84	\$22.49
6	\$21.48	\$22.13	\$22.79
7	\$21.93	\$22.59	\$23.27
8	\$22.26	\$22.92	\$23.61
9	\$23.00	\$23.69	\$24.40
10	\$23.72	\$24.44	\$25.17
11	\$23.96	\$24.68	\$25.42
12	\$24.20	\$24.93	\$25.67
13	\$24.44	\$25.18	\$25.93
14	\$24.69	\$25.43	\$26.19
15	\$24.93	\$25.68	\$26.45
20	\$25.43	\$26.20	\$26.98
25	\$25.94	\$26.72	\$27.52
30	\$26.46	\$27.25	\$28.07
249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.			
Vacation time must be approved by the Superintendent in advance.			
Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent			
Individuals must work 120 days to be eligible for step increase.			
Starting time will be regulated according to the judgment of the administration and the school board			
Revised June 2023			

Adm. Reg. 4231

Custodian II

(Effective July 1, 2023 - June 30, 2026)

For Persons Newly Employed After Jan. 9, 1995

Amanda-Clearcreek Schools**Paid Holidays**

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day
 Martin Luther King Day, Memorial Day, July 4th and Juneteenth.

School Year	2023	2024	2025
	2024	2025	2026
	3.00%	3.00%	3.00%

Sub Rate**Step**

0	\$18.35	\$18.91	\$19.47
1	\$18.74	\$19.30	\$19.88
2	\$19.33	\$19.91	\$20.51
3	\$19.72	\$20.31	\$20.92
4	\$20.12	\$20.73	\$21.35
5	\$20.48	\$21.10	\$21.73
6	\$20.70	\$21.32	\$21.96
7	\$21.20	\$21.84	\$22.49
8	\$21.47	\$22.11	\$22.78
9	\$21.93	\$22.58	\$23.26
10	\$22.25	\$22.92	\$23.61
11	\$22.47	\$23.15	\$23.84
12	\$22.70	\$23.38	\$24.08
13	\$22.93	\$23.61	\$24.32
14	\$23.16	\$23.85	\$24.57
15	\$23.39	\$24.09	\$24.81
20	\$23.85	\$24.57	\$25.31
25	\$24.33	\$25.06	\$25.81
30	\$24.82	\$25.56	\$26.33

249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.

Vacation time must be approved by the Superintendent in advance.

Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent

Individuals must work 120 days to be eligible for step increase.

Starting time will be regulated according to the judgment of the administration and the school board

Revised June 2023

Adm. Reg. 4231					
Custodian I - 3rd Shift					
(Effective July 1, 2023 - June 30, 2026)					
Amanda-Clearcreek Schools					
Paid Holidays					
Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day					
Martin Luther King Day, Memorial Day, July 4th and Juneteenth.					
School Year		2023	2024	2025	
		2024	2025	2026	
		3.00%	3.00%	3.00%	
Sub Rate					
Step					
0		\$20.42	\$21.04	\$21.67	
1		\$20.81	\$21.43	\$22.07	
2		\$21.22	\$21.86	\$22.51	
3		\$21.58	\$22.23	\$22.89	
4		\$21.78	\$22.44	\$23.11	
5		\$22.30	\$22.96	\$23.65	
6		\$22.58	\$23.26	\$23.95	
7		\$23.02	\$23.71	\$24.43	
8		\$23.35	\$24.05	\$24.77	
9		\$24.09	\$24.81	\$25.56	
10		\$24.82	\$25.56	\$26.33	
11		\$25.07	\$25.82	\$26.59	
12		\$25.32	\$26.08	\$26.86	
13		\$25.57	\$26.34	\$27.13	
14		\$25.83	\$26.60	\$27.40	
15		\$26.08	\$26.87	\$27.67	
20		\$26.61	\$27.40	\$28.23	
25		\$27.14	\$27.95	\$28.79	
30		\$27.68	\$28.51	\$29.37	
249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.					
Vacation time must be approved by the Superintendent in advance.					
Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent					
Individuals must work 120 days to be eligible for step increase.					
Starting time will be regulated according to the judgment of the administration and the school board					
Revised June 2023					

Adm. Reg. 4231					
Custodian II - 3rd Shift					
(Effective July 1, 2023 - June 30, 2026)					
For Persons Newly Employed After Jan. 9, 1995					
Amanda-Clearcreek Schools					
Paid Holidays Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day Martin Luther King Day, Memorial Day, July 4th and Juneteenth.					
School Year		2023	2024	2025	
		2024	2025	2026	
		3.00%	3.00%	3.00%	
Sub Rate					
Step					
0		\$19.45	\$20.03	\$20.63	
1		\$19.83	\$20.42	\$21.03	
2		\$20.43	\$21.04	\$21.67	
3		\$20.82	\$21.44	\$22.08	
4		\$21.22	\$21.86	\$22.51	
5		\$21.58	\$22.23	\$22.89	
6		\$21.78	\$22.44	\$23.11	
7		\$22.30	\$22.96	\$23.65	
8		\$22.57	\$23.24	\$23.94	
9		\$23.02	\$23.72	\$24.43	
10		\$23.35	\$24.05	\$24.77	
11		\$23.58	\$24.29	\$25.02	
12		\$23.82	\$24.53	\$25.27	
13		\$24.06	\$24.78	\$25.52	
14		\$24.30	\$25.03	\$25.78	
15		\$24.54	\$25.28	\$26.04	
20		\$25.03	\$25.78	\$26.56	
25		\$25.53	\$26.30	\$27.09	
30		\$26.04	\$26.83	\$27.63	
249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.					
Vacation time must be approved by the Superintendent in advance.					
Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent					
Individuals must work 120 days to be eligible for step increase.					
Starting time will be regulated according to the judgment of the administration and the school board					
Revised June 2023					

Maintenance I

(Effective July 1, 2023 - June 30, 2026)

For Persons Newly Employed After Jan. 9, 1995

Amanda-Clearcreek Schools**Paid Holidays**

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve Day, New Years Eve Day, New Year's Day
 Martin Luther King Day, Memorial Day, July 4th and Juneteenth.

School Year	2023	2024	2025
	2024	2025	2026
	3.00%	3.00%	3.00%
Sub Rate			
Step			
0	\$24.24	\$24.96	\$25.71
1	\$24.72	\$25.46	\$26.22
2	\$25.23	\$25.99	\$26.77
3	\$25.75	\$26.52	\$27.32
4	\$26.29	\$27.07	\$27.89
5	\$26.78	\$27.58	\$28.41
6	\$27.30	\$28.12	\$28.97
7	\$27.83	\$28.67	\$29.53
8	\$28.32	\$29.17	\$30.05
9	\$28.84	\$29.70	\$30.60
10	\$29.34	\$30.22	\$31.13
11	\$29.64	\$30.53	\$31.44
12	\$29.93	\$30.83	\$31.76
13	\$30.23	\$31.14	\$32.07
14	\$30.53	\$31.45	\$32.39
15	\$30.84	\$31.76	\$32.72
20	\$31.46	\$32.40	\$33.37
25	\$32.09	\$33.05	\$34.04
30	\$32.73	\$33.71	\$34.72

249 actual working days - 8 hours working time. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.

Vacation time must be approved by the Superintendent in advance.

Overtime will be in accordance with the Fair Wage and Standard Act and must be prior approved by Superintendent

Individuals must work 120 days to be eligible for step increase.

Starting time will be regulated according to the judgment of the administration and the school board

Revised June 2023

Adm. Reg. 4231

Cashier

(Effective July 1, 2023 - June 30, 2026)

For Persons Newly Employed After Jan. 9, 1995

Amanda-Clearcreek Schools**Paid Holidays**

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Memorial Day.

School Year	2023	2024	2025	
	2024	2025	2026	
	3.00%	3.00%	3.00%	

Sub Rate**Step**

0	\$17.50	\$18.02	\$18.57	
1	\$17.87	\$18.41	\$18.96	
2	\$18.13	\$18.67	\$19.23	
3	\$18.66	\$19.22	\$19.80	
4	\$18.97	\$19.54	\$20.12	
5	\$19.28	\$19.86	\$20.46	
6	\$19.61	\$20.19	\$20.80	
7	\$19.90	\$20.49	\$21.11	
8	\$20.20	\$20.81	\$21.43	
9	\$20.52	\$21.14	\$21.77	
10	\$20.82	\$21.44	\$22.08	
11	\$21.02	\$21.65	\$22.30	
12	\$21.23	\$21.87	\$22.53	
13	\$21.45	\$22.09	\$22.75	
14	\$21.66	\$22.31	\$22.98	
15	\$21.88	\$22.53	\$23.21	
20	\$22.32	\$22.98	\$23.67	
25	\$22.76	\$23.44	\$24.15	
30	\$23.22	\$23.91	\$24.63	

180 actual working days - to be determined + 6 Holidays = 186 days

Time spent at school daily includes working time plus an additional 1/2 hour for lunch.

Vacations and holidays shall coincide with school calendar.

Individuals must work 120 days to be eligible for step increase.

Revised June 2023

Adm. Reg. 4231						
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Cook / Cashier

(Effective July 1, 2023 - June 30, 2026)

For Persons Newly Employed After April 9, 2007

Amanda-Clearcreek Schools

Paid Holidays

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Memorial Day.

School Year	2023	2024	2025	
	2024	2025	2026	
	3.00%	3.00%	3.00%	

Sub Rate

Step

0	\$15.49	\$15.96	\$16.43	
1	\$15.82	\$16.29	\$16.78	
2	\$16.10	\$16.58	\$17.08	
3	\$16.35	\$16.84	\$17.35	
4	\$16.75	\$17.25	\$17.77	
5	\$17.04	\$17.55	\$18.07	
6	\$17.29	\$17.81	\$18.35	
7	\$17.64	\$18.17	\$18.72	
8	\$17.96	\$18.49	\$19.05	
9	\$18.20	\$18.75	\$19.31	
10	\$18.61	\$19.16	\$19.74	
11	\$18.79	\$19.35	\$19.94	
12	\$18.98	\$19.55	\$20.13	
13	\$19.17	\$19.74	\$20.34	
14	\$19.36	\$19.94	\$20.54	
15	\$19.55	\$20.14	\$20.75	
20	\$19.95	\$20.54	\$21.16	
25	\$20.34	\$20.95	\$21.58	
30	\$20.75	\$21.37	\$22.01	

180 actual working days - to be determined + 6 Holidays = 186 days

Time spent at school daily includes working time plus an additional 1/2 hour for lunch.

Vacations and holidays shall coincide with school calendar.

Individuals must work 120 days to be eligible for step increase.

Revised June 2023

Adm. Reg. 4231

Building Secretary II

(Effective July 1, 2023 - June 30, 2026)

For Persons Newly Employed After Jan. 9, 1995

Amanda-Clearcreek Schools**Paid Holidays**

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Memorial Day.

School Year	2023	2024	2025	
	2024	2025	2026	
	3.00%	3.00%	3.00%	

Sub Rate**Step**

0	\$17.51	\$18.04	\$18.58	
1	\$17.87	\$18.40	\$18.96	
2	\$18.13	\$18.67	\$19.23	
3	\$18.66	\$19.22	\$19.80	
4	\$18.97	\$19.54	\$20.12	
5	\$19.28	\$19.86	\$20.45	
6	\$19.60	\$20.19	\$20.80	
7	\$19.90	\$20.49	\$21.11	
8	\$20.20	\$20.80	\$21.43	
9	\$20.52	\$21.14	\$21.77	
10	\$20.81	\$21.44	\$22.08	
11	\$21.02	\$21.65	\$22.30	
12	\$21.23	\$21.87	\$22.53	
13	\$21.45	\$22.09	\$22.75	
14	\$21.66	\$22.31	\$22.98	
15	\$21.88	\$22.53	\$23.21	
20	\$22.31	\$22.98	\$23.67	
25	\$22.76	\$23.44	\$24.15	
30	\$23.22	\$23.91	\$24.63	

200 actual working days - up to 7 1/2 hours working time. Time spent at school daily includes working time plus 1/2 hour for lunch =up to 8 hours total

Vacations and holidays shall coincide with the school calendar.

Individuals must work 120 days to be eligible for step increase.

Overtime will be in accordance with the Fair Wage and Standard Act and prior approval by the Superintendent

Revised June 2023

Adm. Reg. 4231					
Monitors - Aides					
(Effective July 1, 2023 - June 30, 2026)					
Amanda-Clearcreek Schools					
Paid Holidays					
Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Memorial Day.					
School Year		2023	2024	2025	2026
		2024	2025	2026	
		3.00%	3.00%	3.00%	
Sub Rate					
Step					
0		\$16.35	\$16.84	\$17.34	
1		\$16.73	\$17.23	\$17.75	
2		\$16.98	\$17.49	\$18.02	
3		\$17.29	\$17.81	\$18.34	
4		\$17.63	\$18.16	\$18.71	
5		\$17.94	\$18.48	\$19.03	
6		\$18.22	\$18.76	\$19.33	
7		\$18.58	\$19.13	\$19.71	
8		\$18.84	\$19.41	\$19.99	
9		\$19.20	\$19.78	\$20.37	
10		\$19.48	\$20.07	\$20.67	
11		\$19.68	\$20.27	\$20.88	
12		\$19.87	\$20.47	\$21.09	
13		\$20.07	\$20.68	\$21.30	
14		\$20.27	\$20.88	\$21.51	
15		\$20.48	\$21.09	\$21.72	
20		\$20.89	\$21.51	\$22.16	
25		\$21.30	\$21.94	\$22.60	
30		\$21.73	\$22.38	\$23.05	
178 actual working days - 2-7 1/2 hours working time depending on contract. Time spent at school daily includes working time plus an additional 1/2 hour for lunch.					
Vacations and holidays shall coincide with the school calendar.					
Individuals must work 120 days to be eligible for step increase.					
Overtime will be in accordance with the Fair Wage and Standard Act and prior approval by the Superintendent					
Revised June 2023					

APPENDIX B: CATASTROPHIC LEAVE REQUEST

Amanda-Clearcreek School District
Catastrophic Leave Request Information and Physician Statement for Sick Leave Bank
Employee Statement

Name of Recipient: _____

Last Date Worked: _____

Leave accrued as of Last Date Worked: Sick Leave _____ hours

I certify that I have read and understand the definition of "catastrophic illness/injury: as stated below. I further certify my condition meets the definition of "catastrophic" illness/injury.

Signature of Recipient

Date

Catastrophic Illness is defined as "any illness, medical condition or injury that incapacitates, or is expected to incapacitate an employee or an employee's family member."

Physician's Statement

Diagnosis:

Method of Treatment:

Physician's Signature

Date

APPENDIX C: GRIEVANCE FORM

Grievance # _____

Date Filed: _____

Name of Grievant: _____

A. Date cause of grievance occurred: _____

B. Statement of Grievance * : _____

C. Specific Article(s) and Section(s) claimed to be violated _____

D. Relief Sought * : _____

Date: _____

Signature of Grievant: _____

STEP ONE: INFORMAL

An informal conference was held to discuss the problem on the following date:

Date: _____

Signature of Supervisor: _____

Date: _____

Signature of Grievant: _____

I hereby request an appeal to Step Two

Date: _____

Signature of Grievant: _____

STEP TWO: SUPERVISOR

RECEIVED BY: _____

DATE: _____

DISPOSITION OF PRINCIPAL * _____

SIGNATURE

DATE

I hereby request an appeal to Step Three.

Date: _____

Signature of Grievant: _____

STEP THREE: SUPERINTENDENT

RECEIVED BY: _____

DATE: _____

DISPOSITION OF SUPERINTENDENT * _____

SIGNATURE

DATE

We hereby request an appeal to Step Four.

Date: _____

Signature of Grievant: _____

Date: _____

Signature of Association: _____

STEP FOUR: FMCS MEDIATION

RECEIVED BY: _____

DATE: _____

We hereby request an appeal to Step Five.

Date: _____

Signature of Grievant: _____

Date: _____

Signature of Association: _____

STEP FIVE: BINDING ARBITRATION

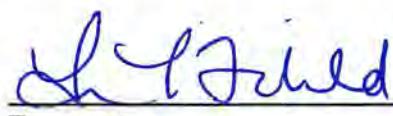
RECEIVED BY: _____

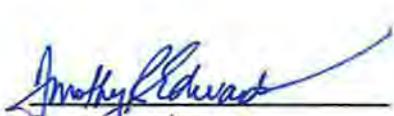
DATE: _____

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Amanda-Clearcreek Local School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Amanda-Clearcreek Support Staff Association, effective from July 1, 2023 through June 30, 2026.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Superintendent


Board President

10.18.2023
Date