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NEGOTIATED AGREEMENT

BETWEEN THE

ADA EXEMPTED VILLAGE BOARD OF EDUCATION

AND

ADA EDUCATION ASSOCIATION

Ada Exempted Village Schools

Ada, Ohio

EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

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ARTICLE 1 – SCOPE OF THE AGREEMENT

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

ARTICLE 2 – RECOGNITION

The Ada Exempted Village Board of Education ("Employer" or "District") continues to recognize the Ada Education Association, OEA/NEA local, ("Association") as the "deemed certified" sole and exclusive bargaining representative for all professional employees as defined in Chapter 4117 of the Ohio Revised Code who do not have supervisory duties, including full-time and part-time employees, whether under written contract, on leave, or on a per diem, hourly or class rate or salary basis, employed or to be employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work including but not limited to classroom teachers, guidance counselors, librarians, media and program specialists, school social workers, school nurses, coordinators, department heads, visiting teachers, advising or critic teachers, mentors and head teachers.

Excluded from the unit are all other personnel, including but not limited to non-professional employees as defined in Chapter 4117 of the Ohio Revised Code, tutors, substitute teachers, superintendent, principals, assistant principals, athletic director (if included with assistant principal position), attendance officer (if included with assistant principal position), and all other management level, supervisory, confidential, seasonal and casual employees as defined pursuant to Chapter 4117 of the Ohio Revised Code and administrators pursuant to Ohio Revised Code section 3319.02.

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

Should a dispute arise over the inclusion or exclusion of a position in the bargaining unit, the Association shall notify the Employer and the parties will attempt to resolve the dispute. If the dispute is not resolved, the dispute shall not be settled by the grievance-arbitration procedures of this Agreement, but the Association shall file a unit clarification petition with SERB disclosing that this unit is a "deemed certified" unit within the meaning of Ohio Revised Code Chapter 4117.

ARTICLE 3 – DEFINITIONS

1. "Association" means the Ada Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.

2. "Board" means the Board of Education of the Ada Exempted Village School District that is a party to this Agreement.

3. "Days" means calendar days except when otherwise indicated in this agreement.

4. "District" means the employer known as the Ada Exempted Village School District.

5. "Employee" means a person who is a member of the bargaining unit as defined in Article 2 of this Agreement.

6. "Employer" means the same as "District" or "Board."

7. "Immediate Supervisor" means the supervisor to whom the employee (teacher) reports directly.

8. "N.E.A." means the National Education Association.

9. "A.E.A." means the Ada Education Association.

10. "O.E.A." means the Ohio Education Association.

11. "Teacher" means the same as "Employee," i.e., a member of the bargaining unit.

12. "Full-time employee" means one who is under contract with the Board for a full time position which consists of not less than 7 ½ hours per day 5 days per week, inclusive of lunch and preparation time.

13. "Part-time employee" is an employee who is not employed on a full-time contract.

14. "Catastrophic illness or injury" is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

ARTICLE 4 – NEGOTIATION PROCEDURE

A. Good Faith Negotiations

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals with the intent to reach agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

B. Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted at least 90 days prior to the expiration of the contract term.

C. Negotiation Meetings

The parties shall exchange initial proposal packets not less than seven (7) days prior to the first negotiations session which will be scheduled by mutual agreement. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. Time and dates as used in this Article may be changed by mutual agreement.

D. Representation

Negotiating teams consisting of up to three (3) representatives of the Board and up to three (3) representatives of the Association shall meet at mutually agreed times to bargain in good faith. In addition, the Board and the Association may engage in professional consultant at their own expense who may serve as a member of the negotiating team and each party may have a person present to take notes. Neither party will have more persons present at any bargaining session, whether those persons are at the table or observing. Other than what is specifically expressed in this Article, neither party in any negotiations shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be four (4) signed copies of any final agreement. One copy shall be retained by the Board and two (2) by the Association and one (1) copy shall be sent to the State Employment Relations Board. The Board shall make copies of school district policies and the Agreement available in each building office and/or library. The Board will provide the new Agreement and the Association will distribute a copy of the Agreement to each member of the bargaining unit within thirty (30) days after the Agreement is signed.

E. Information

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

F. While Negotiations are in Progress

1. Caucus – The Chairman of either group may recess his/her group for independent caucus of reasonable duration at any time.

2. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.

4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

G. Agreement

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

H. Disagreement

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

The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the Rules and Regulations of the FMCS. The parties agree to meet annually to negotiate changes to mediation service offerings.

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

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

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

I. Interim Bargaining

In the event of interim bargaining over the changes in wages, hours, terms or other conditions of employment or the continuation, modification, or deletion of any existing provisions of this Agreement and a disagreement occurs after thirty (30) days, the Federal Mediation and Conciliation Service (FMCS) will be contacted to provide a mediator to help settle such a dispute. The parties agree to meet annually to negotiate changes to mediation service offerings.

J. Dispute Settlement Procedure

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

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance procedure is a method by which one or more members of the bargaining unit, the Association or the Association representing a group of bargaining unit members, may present a grievance without fear of reprisal and obtain a fair hearing at progressively higher levels.

2. A grievance is an alleged violation, misinterpretation, or misapplication of one or more terms of the contract.

3. The grievant may be one or more members of the bargaining unit or the Association representing one or more members of the bargaining unit.

4. A class action grievance may be filed by one or more grievants if the grievances arise out of the same or similar circumstances.

5. The parties in interest shall mean the grievant and any person who might be required to act or against whom action might be taken in order to resolve the grievance.

6. Days as used in the grievance procedure shall be defined as calendar days excluding Saturday, Sunday, and legal holidays or days school is not in session.

B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of a grievant to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association provided the adjustment is not inconsistent with the terms of this contract.

2. Representation of the parties in interest may be by any person(s) of their choosing at Steps 2 through 3 of this procedure.

3. The Association President shall receive notice of each meeting held to resolve the grievance, and shall be given a copy of the recommended disposition of such grievance at each step.

4. No notation of the fact that an employee filed a grievance shall be placed in his/her personnel file except as may be necessary to amend, rescind, or clarify any record which is lawfully contained in such file. The fact that an employee filed a grievance shall not be the basis for any recommendation, reemployment, or other employment. Neither the grievant nor any employee who is a representative or officer of the Association shall be discriminated against or subject to reprisal because he/she followed this grievance procedure.

5. If a grievance is not initiated within fifteen (15) days after the aggrieved has knowledge of the event or condition on which the grievant is based, the grievance shall be considered waived.

6. A grievance may be withdrawn at any level without prejudice.

7. Individual grievances may be filed at Level 2 and/or 3 if the parties in interest agree that decision on the issue does not fall within the scope of authority attained at the lower levels.

8. The number of days indicated at each step is considered a maximum. Time limits specified herein may be altered by mutual agreement of the parties.

9. If a decision on the grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

10. Failure at any step of these procedures to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.

11. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in a hardship to any of the parties, all parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible. Extensions of the time limits for any grievance filed after May 15 of any year shall be in writing, signed and dated by both parties.

12. All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable by the parties. Such agreement will be reduced to writing and signed and dated by both parties.

13. As provided in Ohio Revised Code section 4117.03, employees have the right to representation by the Association and the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the agreement and as long as the Association has the opportunity to be present at the adjustment.

C. Grievance Procedure

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

Step 1.

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

Step 2.

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

Step 3.

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

Step 4.

If the Step 3 mediation does not resolve the grievance, the grievant may submit such grievance to the Association. The Association has the exclusive right to proceed to arbitration. The Association's Grievance Committee will review the grievance and render a decision to the grievant with ten (10) working days as to whether to carry the grievance to arbitration by completion of the grievance report form Step 3, and file same with the Board within ten (10) working days of the receipt of the disposition of the Superintendent or the end of the time period in Step 2. Within the next five (5) working days, the American Arbitration Association shall be requested by the Association to submit a list of seven (7) arbitrators within seven (7) working days. After receiving the list, the parties shall then choose an arbitrator by the alternate strike method until one (1) name remains as the Arbitrator chosen by the parties. If both parties agree to strike the seventh (remaining) name, a second list will be requested. The party requesting arbitration may strike the first name from the list(s).

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

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

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

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

ARTICLE 6 – MANAGEMENT RIGHTS

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

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure.

2. To direct, supervise, evaluate or hire an employee;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means or personnel by which governmental operations are conducted;

5. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;

6. To determine the adequacy of the workforce;

7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the work force;

9. To take actions to carry out the mission of the public employer as a governmental unit.

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

ARTICLE 7 – ASSOCIATION RIGHTS

The Board shall grant the Association sole and exclusive rights necessary to provide for proper representation of the teaching staff including:

A. Board Agenda/Minutes

Board agenda and minutes of each Board official meeting will be available on the Board's digital platform.

B. Bulletin Boards

Use of bulletin boards in teachers' lounge(s) as provided by Board.

C. Announcements

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

D. Use of Building

The same right to use the building at reasonable times as the Board gives other organizations in the community.

E. Copy Machines

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

F. Staff Meeting Announcements

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

G. Business on School Property

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

H. Representation

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

I. Address Board Meetings

The right to address the Board at Board meetings.

J. Board of Education Policy

Board Policy will be updated and available on the Board's digital platform.

K. Building Councils

1. Building Councils shall be formed in each school building. The Council shall consist of bargaining unit members from within the building. The size and membership of the Council will be decided by the faculty in September. Chairmanship will be limited to the current Association Representative or an AEA member who is the Association Representative's designee.

2. The purpose of the council will be to provide a vehicle for communication between the teachers from within the building and the administrative staff of the building. The Building Council shall meet with the building principal once a month at the request of either principal or council to discuss matters of concern to either or both parties. Minutes will be sent to the Association President and the Superintendent.

L. Labor Management Council

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

M. New Employee Orientation

The Association shall be provided one hour (60 minutes) of time to meet with new employees on the "New Teacher Day." The time for the meeting will be determined in conjunction with the administration and shall not interfere with administration orientation for the new employee.

N. Bargaining Unit Member Information

The Association will be provided an electronic and a hard copy of the Certified Staff Seniority List on the Staff Inservice Day.

ARTICLE 8 – TEACHER RIGHTS

A. Payroll Deductions

1. Payroll deduction for membership dues and fees shall be deducted in ten (10) installments from the first paycheck in each month for each employee who gives written authorization for such deduction.

2. The Treasurer of the A.E.A. will notify the Treasurer of the Board of Education as to the amount of deduction for dues/fees no later than September 10. Deduction of dues/fees will be paid to the A.E.A. Treasurer by the Treasurer of the Board of Education on the same day the employee's paycheck is issued.

3. The A.E.A. agrees to supply the number of certified members each year to the Board of Education Treasurer.

4. The Treasurer will also provide for the Association a list of employees and the amount that employee is having deducted. The Treasurer, upon written authorization by the employee, will deduct employee contributions for insurance available through the collective bargaining agreement, STRS, scholarships, OEA Fund, supplemental insurance, annuities, and United Way.

5. Employees are required to have paychecks direct deposited.

6. 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. The Association shall indemnify the Board and hold harmless for any liability, damages and expenses as a result of any legal action or claim brought against them as a result of this section.

B. Number of Pays Per Year

There shall be 26 equal pays per year.

C. Personnel Files

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

1. One personnel file for each employee will be accurately maintained in the Central office.

2. In addition to the application for employment and references, personnel files will contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be required by state or federal law or considered pertinent.

3. Access to personnel records will follow Ohio Revised Code. The superintendent will take the necessary steps to safeguard unauthorized use of all confidential material.

4. Each employee will have the right, upon request, to review the contents of his/her own personnel file. One copy of each item in the file may be made at no cost to the employee. Such request will be made to the superintendent and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice or he/she may, in writing, give permission for his/her representative to inspect this file.

5. Employees may make a written rebuttal to any information contained in the file within five working days after the employee reads the information. Any written objection must be signed by the staff member and will become part of the employee's personnel file.

6. The employee shall be informed of any complaint by any administrators, by a parent, student, or any other person which is directed toward them if such will become a matter of record. The employee shall have the right for inspection, rebuttal and a hearing with the Superintendent to have the matter expunged if it is proven false, irrelevant, inaccurate or not timely.

7. Each entry into the personnel file shall be signed and dated by the person making the entry and the employee shall be notified of such entry. Nothing of an anonymous nature will be placed in the file.

D. Contract Requests

Teachers under consideration for a multi-year contract may request a one-year contract if they anticipate becoming eligible for a continuing contract prior to the conclusion of the proposed multi-year contract. Such a request must be made prior to the regular March Board meeting and such request must be approved by the Superintendent and Board.

ARTICLE 9 – WORK DAY/WORK YEAR

A. School Calendar

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

The school calendar shall be set up on a basis of 183 days, Monday through Friday.

There will be at least one (1) business day between the printing of grade cards and the distribution of grade cards.

B. Work Load

1. All full-time teachers shall be assigned no more than a seven and one-half (7 ½) hour work day. The work day will not begin before 7:30 a.m. and will include at least one-half (1/2) hour duty-free lunch period. On a regular day teachers are expected to be at the school building 15 minutes prior to the school day and 15 minutes after the school day.

2. The schedule for each full-time equivalent employee, who is assigned to a school with a teacher day of six hours or longer exclusive of lunch period, shall include at least two hundred (200) minutes per week for instruction planning, evaluation, and conferences. This time shall normally be in blocks of at least 30 consecutive minutes per day. The teacher has the right of refusal to give up their planning, evaluation or conference time.

3. Each teacher will assume his/her respective share of additional activities and may be assigned duties within the normal work day.

4. Unscheduled School Closing

   a. On days when school is closed, teachers shall not be required to report.

   b. The Superintendent will notify the Association President that a day will need to be made up when inclement weather days go beyond the five (5) inclement weather days pre-allocated on the yearly calendar.

   c. Up to five (5) inclement weather day cancellations will not be required to be made up.

   d. If needed, the teachers shall report for two professional development days to make up for inclement weather days beyond the allocated five days.

   e. The make-up days shall be added to the end of the school year. Such days shall not require additional pay.

   f. If the number of inclement weather days goes beyond the seven (7) days allowed for in this provision, the Board and Association shall meet to determine how the additional days will be made up.

5. In order for a teacher to leave early on a normal school day, the teacher must first have the approval of his/her principal.

6. The administration should notify teachers in writing 24 hours in advance of any teachers' meeting called by the administration. If notification is given less than 24 hours in advance, attendance will not be mandatory. It is understood that teachers will attend all emergency meetings, if possible.

7. The hours of the full-time school nurse will be the same as a teacher.

8. If a student is absent from school more than two (2) days or is on home instruction, the teacher must receive twenty-four (24) hour notice if homework assignments need to be provided. The principal or supervisor will give this notice in writing.

9. Teachers new to the system must serve 184 days their first year with the District.

10. No part-time teacher will be assigned student contact time equivalent to a full-time teacher's full load less preparation time.

C. Two-Hour Delay

1. In response to inclement weather, the District Superintendent may declare the implementation of a two (2) hour delay to the scheduled start of a school day ("delay"). Association members shall be informed by District administration of a delay through the same method by which they are informed of the cancellation of a school day. During a delay, the school day will conclude at its regularly scheduled time.

2. In the event of a delay, an Association member waives his/her right to the two hundred (200) minutes of time guaranteed per week for instruction planning, evaluation, and conferences ("planning time") under Article 8(B)(3) of the Negotiated Agreement between the Board and the Association ("Negotiated Agreement"), during any week where there is a delay.

3. The Board shall not conduct an observation or formal walkthrough for the purpose of the professional evaluation of an Association member, on a day during which there was a delay, without the consent of the Association member who is to be evaluated.

ARTICLE 10 – WORK CONDITIONS

A. Home Instruction

The classroom teacher shall give the home tutor objectives for each student on home instruction but is not expected to do the planning, instruction or grading for this student.

B. Teachers' Work Room

The administration will provide a teachers' work room. A private phone will be provided for teachers' use.

C. Class Size

Class size will be kept as small and equal as possible within each grade level and subject area. The distribution of regular students in each grade/class level/subject within each building will be as equal as possible in all areas.

The administration will attempt to keep the number of different preparations for each high school teacher as low as possible.

D. Tuition Reimbursement

A. A teacher who has worked for the district for at least two (2) school years (from the first day for all teachers through the last teachers' work day on the school calendar) shall be eligible to seek tuition reimbursement (for actual tuition exclusive of fees and expenses related to coursework) if, on the last day of the tuition reimbursement year (August 31), he/she is employed by the District and has commenced at least his/her third year of employment. If the teacher is beginning his/her third year of employment as of August 31, then at that time he/she may seek reimbursement for courses completed during the summer (i.e., between the last day of the previous school calendar and August 31). If the teacher is beginning his/her fourth or greater year of employment as of August 31, then he/she may seek reimbursement for courses completed any time during the tuition reimbursement year (September 1 through August 31). Eligible teachers may seek tuition reimbursement in accordance with the following procedure:

1. A teacher in at least his/her third year of employment must submit the designated tuition reimbursement form for approval of the Superintendent before commencing coursework. Prior approval by the Superintendent is required. After completion of coursework, submit a copy of your grade(s)/hour(s) and a statement indicating amount paid for the course(s). Approval will be granted for coursework in the field of education which:

   a. Is required by Ohio law for certification renewal.
   b. Will expand the teacher's expertise in his/her current field(s) of certification/licensure.
   c. For purposes of column movement on the salary schedule, courses must be from an accredited institution and eligible to count toward an advanced degree.

2. The tuition reimbursement will be provided for all eligible teachers (as defined in Section D, subsection A, above) successfully completing prior approved course work. The yearly tuition fund (B) will be divided among teachers successfully completing course work by using the following tuition reimbursement formula if total staff reimbursement sought is greater than $15,000:

$$\frac{\text{Total Reimbursement Fund}}{\text{Amount Spent By Teachers}} \times \text{Each Teacher's Actual Expense} = \text{Reimbursement}$$

Total reimbursement may not exceed 100% of tuition costs. If total staff reimbursement sought is $15,000 or less, then teachers will be reimbursed for their total amount spent.

3. The tuition reimbursement year will run from September 1 to August 31. The completion date of the course will determine the year in which the course was taken. All verified course work taken during that year will constitute total hours taken by teachers in the above formula.

   Reimbursement will be paid in October to all employees who submit proper verification to the Superintendent which shows successful completion (grade "B" or higher) of the coursework and proof of actual tuition cost for which reimbursement is being requested. Transcripts and request for reimbursement must be submitted by September 15.

B. A maximum of Fifteen Thousand ($15,000) per year will be appropriated for the purposes of tuition reimbursement. In the event that the total value of all tuition reimbursement requests is less than the Annual Reimbursement Amount, any excess appropriation will lapse.

E. Regular teaching duties shall not include lunch money collection.

F. Period Substituting

Any employee who is requested and agrees to substitute, during their conference/planning period, for an absent employee shall be reimbursed thirty dollars ($30.00) per period. The substitute will complete the appropriate District form and have the principal sign it so the teacher can receive reimbursement at the end of the pay period.

G. Professional License

1. The Board will reimburse bargaining unit members for professional license renewal in the following sequence:

   a. Fifty percent (50%) total cost for first license renewal while employed by Ada Exempted Village Schools. To be eligible for this benefit, an employee must have been employed by the Board for at least 4 years prior to renewal.

   b. One hundred percent (100%) total cost for second license renewal while employed by Ada Exempted Village Schools.

2. Proof of payment must be submitted to the Treasurer to be eligible for reimbursement.

3. Beginning with the 2025-2026 school year, all bargaining unit members who have been employed by the Board for at least 4 years are eligible to be placed on the schedule above. Meaning the first time they require license renewal; they will be eligible for 50% reimbursement and the second time they require license renewal will be eligible for 100% reimbursement.

ARTICLE 11 – TEACHER EVALUATION/NON-RENEWAL/ SUPPLEMENTAL CONTRACTS

DEFINITIONS

A. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

B. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

C. Evaluation Framework: The document created and approved by the State Board of Education of Ohio (SBEO) that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code §3319.111(A).

D. "Evaluation Instruments": refers to the forms developed by the SBEO, including the "Teacher Performance Evaluation Rubric."

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code §3319.111 and §3319.112.

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished," "skilled," "developing," or "ineffective."

G. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

I. Improvement Plan: A detailed, written plan collaboratively developed by the evaluator, utilized when a teacher receives a final Holistic Rating of ineffective. The Improvement Plan forms shall be those developed by the SBEO. A teacher may be placed on an informal coaching plan during the evaluation cycle, to support growth in areas in which a teacher has been rated "Ineffective."

J. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the SBEO.

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code §3319.111 and §3319.112.

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan shall be those developed by the SBEO.

PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

Evaluations will be according to Ohio law and SBEO models.

A. The provisions below shall apply unless statutory changes modify the terms and conditions. In such circumstances, the Board and Association shall convene an evaluation committee to discuss the statutory changes.

B. The only teacher evaluation information provided to SBEO through OhioES shall be in accordance with Ohio Revised Code 3319.111(G) and 3319.113.

C. The OTES/OSCES Evaluation Forms will be the only forms used for the formal evaluation process.

D. Right to Evaluate

1. Administration reserves the right to place an MBU on the evaluation cycle at any time. This provision will not be used in an arbitrary or capricious manner.

2. MBUs placed on the evaluation cycle during deferred years of evaluation will be provided written notification, including the reason(s) the MBU teacher is being evaluated.

E. Credentialed Evaluators

1. Each evaluator shall be a building administrator in the Ada Exempted Village School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

2. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

3. Evaluator assignments shall be made pursuant to the following requirements:

   a. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

   b. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

   c. In the event a teacher receives an overall ineffective rating and objective, documentary evidence conflicts with that rating, a teacher may request a document and evidence review by another OTES credentialed evaluator as assigned by the Superintendent.

F. The evaluation process and adherence to the requirements of Ohio Law shall be binding on both parties and shall be subject to Article 5, Grievance Procedure.

Formal Observation and Classroom Walkthrough Sequence

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Ohio Rev. Code §3319.22, §3319.26, §3319.222, or §3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code §3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

3. The District shall not conduct an evaluation for any teacher who:

   a. Was on leave for fifty percent (50%) or more of the school year;

b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

c. Is a substitute teacher.

Except as otherwise set forth in this Article, all instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

1. The Board shall perform two (2) formal observations in a year in which the teacher is on a full evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed during First Semester. The second formal observation shall be completed during Second Semester.

   a. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference. The first formal observation will be followed by a post-conference to discuss focus area.

   b. The second and any subsequent formal observation(s) will be focused observations in which the evaluator assesses identified focus area. Identified focus areas will be selected after completion of the holistic observation and may include area of relative strength and/or area targeted for improvement.

      i. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area.

      ii. A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area in collaboration with his/her evaluator.

      iii. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area.

      iv. A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area selected by the evaluator.

v. A teacher new to the profession will select focus area in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area, as well as documented evidence to support the final evaluation rating.

vi. Focus area shall be limited to no more than two (2) areas.

2. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days.

3. A teacher may request a formal observation at any time in addition to those required by this procedure.

4. All formal observations shall be announced.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

Less Frequent Cycle Evaluations

A teacher who has been granted a limited or continuing contract by the Board and who receives a holistic rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

The Board shall evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation. Teachers will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

Teachers up for contract will be evaluated, regardless of rating.

Schedule of Evaluation

No teacher shall be subject to more than one (1) Evaluation Cycle per school year. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within ten (10) working days following the formal observation. This limit may be extended due to illness and/or school closures. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and such conference shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

A. evidence of planning

B. lesson delivery

C. differentiation

D. resources

E. classroom environment

F. student engagement

G. assessment, or

H. any other component of the standards and rubrics approved for teacher evaluation

The walkthrough shall be at least five (5) but no more than ten (10) consecutive minutes in duration.

Feedback from walkthroughs shall be provided electronically. The teacher and or administrator may request a face to face meeting to discuss observations relative to the walkthrough. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose holistic evaluation rating is "Accomplished" will develop a self-directed professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose.

B. Teachers whose holistic rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.

C. Teachers whose holistic rating is "Developing" shall develop a professional growth plan with their credentialed evaluator and shall be assigned their immediate supervisor as their evaluator.

D. Teachers whose holistic summative performance rating is "Ineffective" will be required to develop an improvement plan at the direction of their assigned evaluator.

    1. The Board shall provide professional development, and/or the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

    2. The improvement plan shall include:

        a. Specific, measurable instructional practices to be observed;

        b. Specific, evidence-based resources, and assistance to be provided;

        c. Clearly articulated timelines for the completion of the plan; and

        d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965," as amended.

F. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

High Quality Student Data (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. HQSD shall be used as evidence in any component of the teacher's evaluation elated to the following:

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

C. High-quality student data will meet the following criteria:

1. Aligns to learning standards

2. measures what is intended to be measured

3. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

4. demonstrates evidence of student learning (achievement and/or growth)

5. follows protocols for administration and scoring

6. provides trustworthy results; and

7. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

1. critically analyze and reflect upon results to support improvement and enhancement of student learning;

2. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;

3. inform and adapt instruction to meet student needs; and

4. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

D. When utilizing vendor assessments to construct HQSD, all affected staff shall be trained on utilization of the assessment program.

1. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

Other forms of HQSD (such as locally developed assessments, etc.) may be adopted upon the recommendation of the Evaluation Committee. The Evaluation Committee shall develop a list of approved high-quality student data (HQSD) measures.

E. No Evaluation Factor shall be impacted by student performance on a test or tests.

Completion of Evaluation Cycle

A. The holistic evaluation rating shall be assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs, formal and informal observations that are conducted for the current school year and evidence submitted by the teacher may be used.

B. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

C. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

D. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a "PIN") may be used.

Evaluators and Response to Evaluation

A. Evaluators shall not be bargaining unit members.

B. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy, signed by both parties, shall be retained by the employee.

C. An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action, but a Union representative can be present at any time during the process.

D. In the event a teacher is eligible for continuing contract, a violation of either procedural or substantive due process shall automatically require re-employment of the employee under a one year limited contract. The employee shall then either be re-employed under a continuing contract or non-renewed at the conclusion of the limited contract. Any non-renewal will require adherence to the terms and conditions set forth herein. Nothing in this provision shall prevent the Board from granting a continuing contract.

Continuing Contracts

Employees who are eligible for continuing contract at the conclusion of their limited contract shall notify their evaluator on or before January 15.

Annual OTES Update

A. Principals shall provide an annual OTES update to their staff, which includes resources and a general explanation of official forms and documents. This shall occur prior to scheduling any formal observations.

Supplemental Contracts

All supplemental contracts shall have a specific ending date and shall, unless reissued by the Board of Education prior to that date, automatically come to an end on the ending date specified without Board action to non-renew any such supplemental contract and without notice of such non-renewal being provided to the holder of the supplemental contract. Supplemental contracts are not subject to the evaluation provisions of this Article.

ARTICLE 12 – VACANCY/TRANSFER/ASSIGNMENT

A. Seniority for Transfer Purposes

Seniority is calculated from the first day of service within the District and the continuation of such service whether the teacher is a full-time employee or part-time employee. Part-time employees shall be placed on the list in order of their seniority after the list of full-time employees. If two or more teachers are hired on the same day, the tie will be broken by the date of application. A seniority list will be given to the President of this Association by areas of certification by October 1 of each year. The teacher and/or the Association will have thirty days to resolve any disputes over the accuracy of the list.

B. Transfers

A teacher may submit to the Superintendent in writing a request (Appendix B) for a voluntary transfer. This request may be made at any time, whether or not a vacancy exists. The request shall be kept on file for a period of one year. After one year the teacher may re-activate his or her request for another one year.

If two or more teachers with the appropriate credentials apply for a vacancy, the teacher with the greatest seniority will be given consideration.

C. Assignments

Teachers are assigned to building and subject areas by the Superintendent according to the needs of the school district and the areas for which the individual teacher is certificated. The assignment of teaching schedules and the master schedule is the responsibility of the principal. The Superintendent will notify the department and/or grade level chairperson and the teacher being considered for re-assignment prior to the re-assignment.

A change in teacher position from one school to another or change in grade level assignment may be requested by the teacher affected, by the principal or may be initiated by the Superintendent.

D. Notification of Teaching Duties

Returning teachers will be informed by May 1 (or following Monday) of their tentative assignments for the coming school year only if there is a change. Supply requisitions will be due May 15 (or the following Monday). It is understood that these tentative assignments are subject to change. If an assignment is changed during the summer months, the teacher has the right to request a conference with the Superintendent to discuss this change.

If a teaching assignment or course schedule is changed after August 1, the affected teacher will receive three (3) days' extended time.

E. Involuntary Transfer

No teacher shall be arbitrarily or capriciously transferred. However, if it is necessary to transfer a teacher within his/her area of certification and no teacher wishes to transfer, the least senior teacher in that area of certification will be considered for the transfer.

F. Vacancies

Vacancies shall be posted to teachers by e-mail notice. A vacancy will be open for five (5) business days. Application for these vacancies must be made within this five (5) business day posting period. This section does not apply to vacancies that occur July 11 through September 30 of any school year, however, teachers shall still receive e-mail notification.

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

ARTICLE 13 – REDUCTION IN FORCE

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

A. Thirty days before the Board makes the final decision that a RIF will occur, the Board will notify the Association with a list of positions to be eliminated and a list of teachers who will be affected and will also notify the affected employees. The Association has the right to discuss and question the decision.

B. The Board will try to keep the number of people affected by a reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position, unless educational continuity would be affected. The Board may also consider laying off an employee who submits to the Treasurer written notice of his/her willingness to be laid off. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. No preference will be given to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Only teachers that fall in the same rated category shall be comparable.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date the reduction takes effect. For recall purposes, a half-time teacher may be recalled for a half-time position or full-time position, but a full-time teacher may be recalled to but need not accept a half-time position to remain on the recall list. With the above exceptions, each teacher will remain on the recall list until the earlier of the following:

1. He/she has been recalled.

2. He/she does not accept recall by responding in writing to the Superintendent within seven (7) business days of receipt of the certified recall letter.

3. 24 months from the effective date of the reduction, or

4. He/she notifies the Superintendent in writing to remove his/her name from the list.

D. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

2. Teachers on the recall list will be recalled for vacancies in areas for which they are certificated.

3. When filling a vacancy, the Board will send the certified announcement to the last known address of the teacher on the recall list who is qualified. It is the teacher's responsibility to keep the Board informed of his current address. No teacher may apply for transfer or reassignment in any area of certification for which a teacher on the recall list could be recalled unless the teacher was transferred or reassigned as a result of a RIF which occurred during the term of this Agreement.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same contract status, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. "Contract status" means limited or continuing contract.

ARTICLE 14 – LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave is cumulative to a maximum of 260 days.

2. Each employee shall be granted fifteen (15) days of sick leave each school year pro-rata at 1 1/4 days per month. The Board may advance an employee up to five (5) days sick leave if needed. Should an employee utilize all of his/her sick leave days, then no longer be employed by the Board prior to the expiration of that yearly contract, appropriate salary deductions for any advance in sick leave will be made.

3. Employees may use sick leave as follows: personal illness, pregnancy, injury, contagious disease which could be communicated to others, or for absence due to illness, injury or death in the employee's immediate family.

   a. For purposes of illness or injury and death, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, step-children, brothers, sisters, grandchildren, any member of the family unit living in the same household and any in-laws bearing any of these relationships.

   b. Sick leave shall be limited to three (3) days per occurrence, for death of aunt, uncle, niece, nephew, first cousins and in-laws bearing any of these relationships.

   c. Funeral leave requiring more than three (3) days absence or deaths outside of the definition for immediate family would qualify as personal leave.

   d. Members shall furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when the physician was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code.

4. Bargaining unit members on sick leave or expected to be on sick leave for a duration of seven (7) or more consecutive days may be requested to provide to the Superintendent a certification from a physician and information concerning the prospects of a return to work as soon as possible.

5. Updated sick leave and personal days shall be completed by the second pay of each month with current documentation.

6. Falsification of sick leave shall be cause for discipline up to and including termination from employment.

7. Sick Leave Option

   a. A sick leave donation program is established to assist employees who suffer a catastrophic illness or injury not job related or whose spouse, son, daughter, mother or father suffers a catastrophic illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

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

   c. The sick leave donation program can be utilized by an employee only if all of the following conditions are met:

      i. A doctor certifies in writing that a long-term medical injury or illness exists. Upon receipt of the doctor's certification, the Superintendent will determine the eligibility for the sick leave donation program. Examples of a long-term injury or illness include cancer or a paralyzing ski accident. Examples of injuries or illnesses that would not be considered include pregnancy (with or without complications) or a broken bone.

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

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

      iv. All sick leave donations must be voluntary.

      v. Donations from a teacher must be in units of one (1) day.

      vi. The teacher shall apply for disability retirement, and if such disability retirement is granted, sick leave usage shall cease.

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

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

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

x. The sick leave donated shall be paid at the rate earned by the recipient. No employee who works less than a 7 1/2 hour day may donate sick leave. Any part time employee who donates sick days will donate at a rate of one (1) day to a one-half (1/2) day for a full time employee.

xi. The teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave day(s).

xii. If the number of sick leave days donated exceed the number of sick leave days used by the donee, the extra days will be lost and will not be returned to the donors.

B. Personal Leave

1. A maximum of three (3) personal leave days can be granted each school year to each full-time certificated staff member. Part-time certificated employees can be granted the equivalent of three (3) of their working days as personal leave. Advance notice must be given except in emergencies.

2. Personal leave shall be granted upon request. Personal leave will be denied under any of the following conditions except in circumstances of urgent business that cannot be conducted outside the school day as determined by the Superintendent:

   a. The number of personal leave requests exceeds 5% of the staff whose positions require substitute coverage.

   b. The personal leave request is scheduled the first two or the last two weeks of the school year. Requests during this time period shall be granted by the Superintendent for college drop off and pick up, a child's graduation, and weddings of family members as included in Section A.3a and A.3b above.

c. The requested day falls on a teacher workday, a professional development/inservice day, or on an extended service day.

3. Personal leave shall not be deducted from sick leave accumulation, is not cumulative, and no salary deduction shall be made.

4. Personal Leave (Unpaid)

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

5. Applicant must request personal leave through electronic leave system indicating that personal leave is requested. The personal leave request will go to the Principal and then be forwarded to the Superintendent for approval.

6. Teachers with unused personal leave days at the end of the school year will be permitted to choose between compensation of $100.00 for each unused personal day to be paid as a stipend in a separate check the last payday in June or reimbursement for up to $150 for each unused personal day for educational classroom supplies through an authorized purchase order. If the $150.00 classroom supply option is chosen, then the purchase order must be submitted by December 31st (within six months) of the current fiscal year. Otherwise, a stipend of $100.00 per unused personal day will be paid in the second paycheck of January. Teachers may divide the compensation between the stipend and the classroom supplies. Half (1/2) days shall be paid one half (1/2) the compensation.

7. Teachers who request to accompany their own child(ren) on a field trip will be required to submit a personal leave request through the electronic leave system. Only teachers who work in the designated grade level and/or area of curriculum in which the trip is planned will be granted professional leave for field trips. Trip coordinators will be granted professional leave.

C. Assault Leave

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

1. The maximum number of days for which assault leave shall be payable to any professional staff member shall be forty-five (45) working days.

2. The employee must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to: the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.

3. The employee must submit to the Superintendent verification from an attending physician that the staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

4. The employee must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s). The Board will provide the employee with an attorney selected by and paid by the Board to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the Board as approved in advance by the Superintendent of Schools.

5. The employee shall be required to file for Workers' Compensation.

6. In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished by the employee receiving the necessary form so that such Workers' Compensation is paid directly to the Board.

7. Assault leave shall not be chargeable against sick leave.

D. Parental Leave

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

E. Professional Leave

All certified employees may request up to three professional leave days each school year, excluding any professional days the teacher is assigned to attend by administration. This leave may be used to attend professional meetings, workshops, clinics, or other school visits which coincide with a teacher's teaching area, or chaperoning trips in accordance to administrative guidelines.

Professional leave should be applied for through the electronic leave system indicating that professional leave is requested.

If the professional leave is disapproved solely for cost reasons, the requesting teacher may take up to three approved professional leave days without loss of pay or benefits, but the teacher must bear the costs of taking the leave except for the cost of a substitute.

Whether a teacher is required to take professional leave or is approved for requested professional leave, all documented reasonable and necessary expenses for meals for overnight trips only, lodging, and tuition and mileage at the IRS rate per mile shall be promptly reimbursed.

F. Study Leave

1. A teacher who has completed five years of service for the Board may apply for an unpaid leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, indicating its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the teacher of its action by April 30.

2. The Board may not approve study leaves for more than five percent (5%) of the bargaining unit per year. Applications shall be approved for one semester or one school year only.

3. A teacher on study leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis.

G. Military Leave

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

H. Court Leave

1. Notification: An employee receiving a jury duty summons or subpoena to appear as a witness in a judicial or adjudicatory proceeding shall notify his/her principal upon receipt of the summons/subpoena and provide the principal with a copy of it.

2. An employee is expected to return to work on those occasions he/she is released from serving on a jury or testifying.

3. The Board shall pay an employee the difference between the employee's regular salary and any remuneration received by the employee for jury duty service. Alternatively, the employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).

4. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that (a) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the employee is subpoenaed to be a witness in child custody litigation if the teacher is subpoenaed for testimony as a teacher).

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

I. Leaves of Absence (Unpaid)

A leave of absence may be granted by the Board of Education to members of the bargaining unit pursuant to ORC 3319.13.

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

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

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

J. Other Leaves

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

K. Returning from Leave

1. If a teacher goes on leave and is replaced by a temporary contract teacher, then the returning teacher shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave; and further, shall be affected by any transfers the same as though he/she had never gone on leave.

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

ARTICLE 15 – FAMILY AND MEDICAL LEAVE ACT

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

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

ARTICLE 16 – INSURANCE PROVISIONS

A. Hospitalization

1. For any person employed full-time, the following guidelines will apply:

   a. Employees who qualify for insurance coverage shall have hospitalization insurance through the Health Savings Account (HSA) plan offered by the Hardin County Health Consortium. The Board shall pay:

2025-2026:	Board will pay 88.5%.	Employee will pay 11.5%
2026-2027:	Board will pay 88.5%.	Employee will pay 11.5%
2027-2028:	Board will pay 88.5%.	Employee will pay 11.5%

While enrolled in the Health Savings Account, the board will contribute $1,500 for a single or $3,000 annually for a family plan for each employee's Health Savings Account. The board will pay this employer contribution as follows: 2/3rd ($1,000 or $2,000) on January 15th and 1/3rd ($500 or $1,000) on September 15th.

b. Additionally, due to regulations associated with the "Affordable Health Care Act," the District will provide an optional Minimum Value Plan (MVP) with the Board paying eighty-five percent (85%) of the premium.

c. The Spousal Coverage Agreement as offered by the Hardin County Schools Group Insurance Consortium will be effective on January 1, 2014.

2. Any full-time employee who waives the health insurance for the entire contract year (July 1 – June 30) shall receive an annuity or payment into a qualified health savings account (H.S.A.) of $2,000 per year. The annuity or payment into a H.S.A. will be payable in June. The annuity payment will be made on the last paycheck in June to an annuity provider chosen by the employee from a Board approved list of providers.

3. For any new part-time employee, the Board shall pay a pro-rated share of the total Health Savings Account (HSA) Plan monthly premium. The pro-ration shall be based on the percentage of employment time on contract with the Ada Schools, except that an employee working on a less than 50% contract will pay 50% share of the total monthly premium paid for full-time employees. The difference between the Board pro-rated share of the monthly premium and the total monthly premium will be deducted from the pay of the part-time employee who must make the necessary arrangements with the Treasurer. This agreement must be satisfactory with the insurance company.

4. Eligibility Clause: Provided the insurance carrier agrees: All employees' insurance will become effective on the date of hire as long as their application card is received within 30 days of their employment date. If any of the following life changing events occur, the employee will become eligible on the date of that event as long as their application card is received within 30 days of the event: adoption, birth, death, divorce, marriage, loss of job (including lay-off) and loss of other group coverage. The one annual open enrollment period shall be during the month of October for an effective date of January 1 without medical evidence.

5. The President of the Association shall receive a copy of the insurance contracts and any changes in those contracts that may occur during the life of this Agreement.

B. Life Insurance

Any bargaining unit member working shall receive paid life insurance coverage in the amount of $50,000. This agreement must be satisfactory with the insurance company.

C. Dental Insurance

Any bargaining unit member working full-time shall have the 90% Board paid Dental Plan for family or a single plan. For any part-time employee, the Board shall pay a pro-rated share of the monthly premium paid by the Board for full-time employees. The pro-ration shall be based on the percentage of employment time on contract with the Ada Schools. The part-time employee must make the necessary arrangements with the Treasurer. This agreement must be satisfactory with the insurance company.

D. Vision Plan

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

The employer will pay 90% of all premium costs for the vision plan. For any part-time employee, the Board shall pay a pro-rated share of the monthly premium paid by the Board for full-time employees. The pro-ration shall be based on the percentage of employment time on contract with the Ada Schools.

E. IRS Section 125

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

F. Insurance Committee

An insurance committee will be formed consisting of members of the Ada Education Association to discuss insurance issues.

ARTICLE 17 – SALARY/REIMBURSEMENTS

A. Salary Schedule and Index for Salary Schedule

The base salary shall be:

2025-2026	3.25%	$43,791
2026-2027	3%	$45,105
2027-2028	3%	$46,458

based upon the index shown with the salary schedule. Appendix C-1 and C-2.

In the event of a STRS percentage decrease in retirement for the Board, an equivalent percentage will be added to the teachers' salaries.

Salary changes for additional education will occur two (2) times per year, beginning the first pay of each new contract year and/or the first pay of March. All official college transcript(s) must be on file with the Treasurer of the Board of Education by August 10 or February 10 respectively.

Hours used to qualify for the Masters +15 and the Masters +30 must be hours after the Masters' Degree has been issued. For purposes of column movement on salary schedule, courses must be from an accredited institution and eligible to count toward an advanced degree.

The supplemental salary schedule and extended service pay will be paid on the current salary schedule.

Part-time teachers shall receive one year credit on the salary schedule for every year of service with the Ada School. A year of service is one hundred twenty (120) days or more.

B. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts." These contracts shall be separate from and in addition to the regular teaching contract.

1. All supplemental contracts which are issued for positions on the supplemental pay schedule shall automatically expire at the end of their term without further action or notice by the Board. Supplemental positions shall be posted solely at the Board's discretion. The supplemental contracts shall include:

    a) Year contract will be in force;
    b) Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.);
    c) Step and percentage by which compensation will be paid;
    d) Signature of the employee and date of signing.

2. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached hereto as Appendix D.

3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.

4. Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro-rata portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding pro-rata payment at the level of pay as determined by the individual filling such position.

C. Severance Pay

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

1. Eligibility

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

a. the individual retires from the school system.

b. Retirement means disability or service retirement under any state or municipal retirement system in this state.

c. The individual must be eligible for disability or service retirement as of the last date of employment.

d. The individual must verify his/her acceptance into the retirement system before payment shall be made and this must be done before the end of the calendar year in which the teacher's last date of service falls.

e. Must sign for severance check certifying all eligibility criteria have been met.

2. Benefit Calculation

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

a. Multiplying the employee's accrued but unused sick leave by one-fourth.

b. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.

c. The amount of the benefit calculated in steps one and two shall not exceed the value of 65 days of accrued but unused sick leave.

d. In the event of death of an employee who is eligible for an actuarially reduced or unreduced STRS retirement benefit, their severance accumulated to that point will be paid to the established beneficiary.

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

3. Accumulated Leave Plan

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

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

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

D. College Credit Plus

College Credit Plus is a program in which college ready students in grades 7-12, may enroll in college, and upon successful completion of the college-level courses the student receives transcript credit from that college, which is reflected on the student's official college record. To be qualified to teach a CCP course, a bargaining unit member must be credentialed as an adjunct professor at a college or university and meet the requirements of R.C. 3365.11.

1. Qualified bargaining unit members shall be given the first opportunity to teach CCP classes in accordance with this article.

2. All CCP instructor positions shall be voluntary.

3. Teachers of CCP courses shall be paid $35.00 per hour for any orientation day/meetings required by the host college and/or college mentor which fall outside of the teacher's contract day and/or school year.

4. Any evaluation done by the higher education institution of the bargaining unit member teaching a CCP course will not impact the teacher's OTES evaluation.

5. Teachers who teach CCP courses shall receive additional compensation according to the following schedule:

    a. Up to two (2) students for a course will be eligible for $300.00 per semester.

    b. For more than two (2) students, semester courses: $500.00 per course (to be paid at the end of the semester).

    c. For more than two (2) students, yearlong courses: $1000.00 per course (to be paid at the end of the year).

ARTICLE 18 – RETIREMENT

A. Retirement Deductions/Reductions

Deductions for retirement benefits shall be made from each of an employee's 26 equal pays.

The Board will contribute to the State Teachers Retirement System in addition to the Board's required Employer contribution, an amount equal to each certificated employee's contribution to S.T.R.S. in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.

An early retirement notice submitted by a teacher to the Superintendent by December 1, and subsequently approved by the Board, will not have to be evaluated, and the employee will receive a one-time payment of $500 payable on the second pay in December.

The Treasurer will prepare, upon request, and distribute an addendum to each certificated employee's contract which states:

1. that the employee's contract salary is being restated as consisting of:

   a) a cash salary component and

   b) a pick-up component, which is equal to the amount of the employee contribution being "picked up" by the Board no behalf of the employee;

2. that the Board will contribute to S.T.R.S. an amount equal to the employee's required contribution to S.T.R.S. for the account of each certificated employee; and

3. that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

B. Retire/Rehire

A retiree is defined as a certificated staff member who has retired from teaching service with any Ohio school district including the Ada Exempted Village School District, and who is receiving retirement benefits through State Teachers Retirement System. A retiree who applies for work as a teacher shall be considered with all other applicants, but shall have no expectation or guarantee of employment or re-employment. The decision whether to employ or re-employ shall rest solely with the Superintendent and the Ada Exempted Village Board of Education. The following provisions apply to the employment of retirees:

1. A retired teacher re-employed by the Ada Exempted Village Board of Education will be paid an annual rate of compensation determined by the Board, but not to exceed the Step 5 level of experience and the Master's level of training. If the retired teacher is re-employed in subsequent years, he or she will remain at the initial compensation level but will receive the benefit of any negotiated base salary increase.

2. A retired teacher re-employed on a part-time basis will be paid a pro-rated salary based on a full teacher work day.

3. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of each school year. Said contract will be exempt from ORC 3319.11, from Board action of contract nonrenewal and notification of contract nonrenewal. Said contract will be subject to the evaluation procedures as established in ORC 3319.111. The Ada Board of Education has no obligation to re-employ the teacher beyond the initial retired teacher employment contract.

4. The retired teacher will be eligible for paid benefits, as follows: single or family health insurance plan; single or family dental insurance plan; single or family vision insurance plan; and life insurance. A part-time retired teacher will be eligible for pro-rated benefits, as follows: single or family health insurance plan; single or family dental insurance plan; single or family vision insurance plan; and life insurance.

5. Retirement from Ada Exempted Village Schools constitutes a break in service with the Ada Exempted Village Board of Education for the purpose of severance pay. A retired teacher is not entitled to severance payments even upon subsequent separation(s) from the school district. Additional sick days will be accumulated (starting from zero) based on the district's obligations under the Ohio Revised Code; however, no reimbursement for any of these days will be made upon final separation from the school.

6. If the Board reduces staff in accordance with the Reduction in Force procedure in the negotiated agreement, the retiree shall be considered the least senior professional employee in his or her area of certification/licensure. A retired teacher will be subject to any reduction-in-force ("RIF") implemented by the Board.

7. This Memorandum shall be incorporated into the employment contract of each retired-rehired teacher and the acceptance of such contract shall constitute a waiver by the teacher of any claim to any other employment rights of any kind other than those specifically set forth in the contract.

ARTICLE 19 – PROGRESSIVE DISCIPLINE

Employees may be disciplined for good and just cause.

An employee will have two (2) days written notice prior to any pre-disciplinary meetings. Employees are entitled to Association representation at any meeting that may lead to discipline including investigatory meetings. Employees will have the right to respond to the allegations that may lead to discipline. The immediate supervisor/administrator shall be present at the meeting. For 3rd and 4th level discipline, the Superintendent shall be present at the meeting.

Employees shall be subject to disciplinary action under the following sequence:

1st Level: Verbal warning, documented but not for personnel file.

2nd Level: Written reprimand, with copy to personnel file.

3rd Level: Suspension without pay for up to five (5) days.

4th Level: Termination of employment pursuant to law.

The Superintendent may decide on the proper level based on the outcome of an investigation. Levels may be repeated prior to sequence advancement. Discipline may be initiated outside the above sequence based on the severity of the matter. A meeting should be held with the employee before the final decision to impose discipline is made.

An employee may be relieved of duty with pay pending the outcome of an investigation of possible misconduct without any due process meetings.

An investigation and pre-disciplinary meeting shall occur within a reasonable period of time.

If, after hearing all evidence presented by the Employee in response to the allegations, the Administrator and/or the Superintendent determine that no discipline is warranted, all documentation related to the incident shall be removed from the employees personnel file.

ARTICLE 20 – POLICIES

A. Drug-Free Workplace

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

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

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

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

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

All employees shall receive a copy of this provision.

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

B. Chronic Communicable Disease

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

Confidentiality

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

C. No Smoking Policy

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

D. Sexual Harassment Policy and Procedure

Sexual harassment is strictly prohibited in accordance with law.

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

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

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

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

D. Sexual harassment may involve the behavior or a person of either gender against a person of the same or opposite gender.

The procedure for processing sexual harassment complaints shall include:

1. Any employee who believes he or she is the object of sexual harassment shall bring such behavior to the immediate attention of his or her principal. Should the employee's principal be the alleged harasser, the complaint shall be brought to the immediate attention of the superintendent. Should the superintendent be the alleged harasser, the complaint shall be brought to the immediate attention of the employee's principal and any member of the Board whom the employee chooses.

2. Complaints shall be reduced to writing within 5 days after being reported in accordance with paragraph 1 and shall contain sufficient specificity to enable the Employer to investigate.

3. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances shall be considered in determining whether or not sexual harassment has occurred.

E. Inclusion

The Board of Education will provide trained personnel for medical and/or supportive services, supplies, and/or equipment as identified in the Individual Education Plan. Released time shall be provided for all teachers required to be in attendance at any IEP conference. Teachers required to attend meetings, workshops, conferences or consultations due to inclusion shall be provided with released time for this purpose. Such meetings, workshops, conferences or consultations shall not be counted as professional leave.

F. Non-Renewal

Non-renewal of contracts shall be done in accordance with the Ohio Revised Code Section 3319.11 and 3319.111.

ARTICLE 21 – EFFECT OF CONTRACT

A. Maintenance of Standards

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

B. Severability

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

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

C. Amendment of Contract

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

D. Complete Agreement

This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

ARTICLE 22 – TERM OF AGREEMENT

The Board of Education of the Ada Exempted Village Schools and the Ada Education Association hereby agree that the items in this document be adopted effective as July 1, 2025 and shall continue in full force through June 30, 2028.

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

In witness whereof, we, the undersigned representatives of the Board of Education and the Ada Education Association, its officers and members have hereunto set our hands this 15th day of May, 2025.

Ada Education Association

By: _____
President

_____
Consultant

Ada Exempted Village Board of Education

By: _____
Board President

_____
Treasurer

_____
Superintendent of Schools

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____

Procedural Steps
1. Immediate Supervisor
2. Superintendent of Schools
3. A.E.A. Grievance Committee
4. Arbitrator

GRIEVANCE REPORT

SUBMIT TO ASSOCIATION, IMMEDIATE SUPERVISOR AND SUPERINTENDENT

ASSIGNMENT	NAME(S) OF GRIEVANT(S)	DATE FILED
_____	_____	_____

STEP 1

A. Date cause of grievance occurred:

_____

B. 1. Statement of grievance:

_____

_____

_____

2. Relief sought:

_____

_____

_____

_____ _____

Signature Date

C. Disposition by Principal:

_____

_____

_____

_____ _____

Signature Date

STEP II

A. Position of Grievant:

_____

_____

_____

_____ _____

Signature Date

B. Date received by Superintendent of Schools: _____

C. Disposition by Superintendent of Schools: _____

_____

_____

_____

_____ _____

Signature Date

STEP III

A. Position of Grievant:

_____

_____

_____

_____ _____

Signature Date

B. Date received by Superintendent: _____

Signature Date

C. Date received by A.E.A. Grievant Committee: _____

D. Disposition by A.E.A. Grievance Committee: _____

_____

_____

_____

_____

_____

_____ _____

Signature Date

STEP IV

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

_____

_____

_____

_____

_____ _____

Signature Date

B. Date received by Superintendent: _____

C. Date submitted to Arbitrator: _____

D. Disposition and award of Arbitrator: _____

_____

_____

_____

_____

_____

_____ _____

Signature Date

APPENDIX B

ADA EXEMPTED VILLAGE SCHOOLS

TRANSFER REQUEST FORM

Name _____ Date _____

Present Position _____

Request Transfer To _____

My areas of certification are _____

I have _____ years of experience at Ada Schools.

_____

Signature

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE
July 1, 2025

3.25%

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$43,791**	**$45,543**	**$47,294**	**$50,360**	**$52,549**	**$54,739**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$45,543**	**$47,294**	**$49,046**	**$52,549**	**$54,739**	**$56,928**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$47,294**	**$49,046**	**$50,798**	**$54,739**	**$56,928**	**$59,118**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$49,046**	**$50,798**	**$52,549**	**$56,928**	**$59,118**	**$61,307**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$50,798**	**$52,549**	**$54,301**	**$59,118**	**$61,307**	**$63,497**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$52,549**	**$54,301**	**$56,052**	**$61,307**	**$63,497**	**$65,687**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$54,301**	**$56,052**	**$57,804**	**$63,497**	**$65,687**	**$67,876**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$56,052**	**$57,804**	**$59,556**	**$65,687**	**$67,876**	**$70,066**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$57,804**	**$59,556**	**$61,308**	**$67,876**	**$70,066**	**$72,255**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$59,556**	**$61,308**	**$63,059**	**$70,066**	**$72,255**	**$74,445**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$61,308**	**$63,059**	**$64,811**	**$72,255**	**$74,445**	**$76,634**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$63,059**	**$64,811**	**$66,562**	**$74,445**	**$76,634**	**$78,824**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$64,811**	**$66,562**	**$68,314**	**$76,634**	**$78,824**	**$81,013**
				1.80	1.85	1.90
13				**$78,824**	**$81,013**	**$83,203**
	1.52	1.56	1.60			
17	**$66,562**	**$68,314**	**$70,066**			
				1.85	1.90	1.95
18				**$81,013**	**$83,203**	**$85,392**

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE
July 1, 2026

3.00%

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$45,105**	**$46,908**	**$48,713**	**$51,871**	**$54,126**	**$56,381**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$46,908**	**$48,713**	**$50,518**	**$54,126**	**$56,381**	**$58,637**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$48,713**	**$50,518**	**$52,322**	**$56,381**	**$58,637**	**$60,892**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$50,518**	**$52,322**	**$54,126**	**$58,637**	**$60,892**	**$63,147**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$52,322**	**$54,126**	**$55,930**	**$60,892**	**$63,147**	**$65,402**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$54,126**	**$55,930**	**$57,734**	**$63,147**	**$65,402**	**$67,658**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$55,930**	**$57,734**	**$59,539**	**$65,402**	**$67,658**	**$69,913**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$57,734**	**$59,539**	**$61,343**	**$67,658**	**$69,913**	**$72,168**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$59,539**	**$61,343**	**$63,147**	**$69,913**	**$72,168**	**$74,423**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$61,343**	**$63,147**	**$64,951**	**$72,168**	**$74,423**	**$76,679**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$63,147**	**$64,951**	**$66,755**	**$74,423**	**$76,679**	**$78,934**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$64,951**	**$66,755**	**$68,560**	**$76,679**	**$78,934**	**$81,189**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$66,755**	**$68,560**	**$70,364**	**$78,934**	**$81,189**	**$83,444**
				1.80	1.85	1.90
13				**$81,189**	**$83,444**	**$85,700**
	1.52	1.56	1.60			
17	**$68,560**	**$70,364**	**$72,168**			
				1.85	1.90	1.95
18				**$83,444**	**$85,700**	**$87,955**

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE
July 1, 2027

3.00%

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$46,458**	**$48,316**	**$50,175**	**$53,427**	**$55,750**	**$58,073**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$48,316**	**$50,175**	**$52,033**	**$55,750**	**$58,073**	**$60,395**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$50,175**	**$52,033**	**$53,891**	**$58,073**	**$60,395**	**$62,718**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$52,033**	**$53,891**	**$55,750**	**$60,395**	**$62,718**	**$65,041**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$53,891**	**$55,750**	**$57,608**	**$62,718**	**$65,041**	**$67,364**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$55,750**	**$57,608**	**$59,466**	**$65,041**	**$67,364**	**$69,687**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$57,608**	**$59,466**	**$61,325**	**$67,364**	**$69,687**	**$72,010**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$59,466**	**$61,325**	**$63,183**	**$69,687**	**$72,010**	**$74,333**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$61,325**	**$63,183**	**$65,041**	**$72,010**	**$74,333**	**$76,656**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$63,183**	**$65,041**	**$66,900**	**$74,333**	**$76,656**	**$78,979**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$65,041**	**$66,900**	**$68,758**	**$76,656**	**$78,979**	**$81,302**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$66,900**	**$68,758**	**$70,616**	**$78,979**	**$81,302**	**$83,624**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$68,758**	**$70,616**	**$72,474**	**$81,302**	**$83,624**	**$85,947**
				1.80	1.85	1.90
13				**$83,624**	**$85,947**	**$88,270**
	1.52	1.56	1.60			
17	**$70,616**	**$72,474**	**$74,333**			
				1.85	1.90	1.95
18				**$85,947**	**$88,270**	**$90,593**

SUPPLEMENTAL SALARY SCHEDULE

The following percentages are based on the first six (6) steps of the BA salary schedule

The supplemental salary schedule index will continue through the length of the contract. Any supplemental contract position added during this contract period shall be at a rate negotiated by the Board and AEA.

Athletic Director	24

Faculty Rep	7
or	
Site Based Management Stipends:	
HS Football (Fall)	$200
JV Football (Fall)	$200
HS Volleyball (Fall)	$880
HS Girls Soccer (Fall)	$400
HS Boys Soccer (Fall)	$400
Jr. High Volleyball (Fall)	$480
Jr. High Football (Fall)	$300
HS Boys Bball (Winter)	$800
HS Girls Bball (Winter)	$800
Jr. High Boys Bball (Winter)	$480
Jr. High Girls Bball (Winter)	$480

Fall Sports:	
Head Football Coach	15
Asst Football Coach	9
Jr High Football Coach	6
Phys Conditioning Coach (2)	6
Head Boys Soccer Coach	11
Asst Boys Soccer Coach	6
Head Girls Soccer Coach	11
Asst Girls Soccer Coach	6
Head Golf Coach	7
Assistant Golf Coach	3
Head Volleyball Coach	12
JV Volleyball Coach	6
Jr High Volleyball Coach	6
Freshman Volleyball	6
Varsity Fall Cheerleading Advisor	5
JV Fall Cheerleading Advisor	3
Jr High Fall Cheerleading Advisor	2
Varsity A Club Advisor	2

Winter/Spring Sports:	
Varsity Winter Cheerleading Advisor	7
Jr High Winter Cheerleading Advisor	3
Head Basketball Coach	15
Assistant Varsity Basketball Coach	9
JV Basketball Coach	9
9th Grade Basketball Coach	7
8th Grade Basketball Coach	6
7th Grade Basketball Coach	6
Head Swim Coach	9
Assistant Swim Coach	5
Head Wrestling Coach	11
Asst. Wrestling Coach	6
Jr High Wrestling Coach	6
Head Baseball Coach	11
Assistant Baseball Coach	6
Head Softball Coach	11
Assistant Softball Coach	6
Jr High Softball Coach	6
Asst Jr High Softball Coach	6
Tennis Coach	7
Head Track Coach	9

Assistant Track Coach	6
Jr High Track Coach	6
Girls Track (if coached by Boys Head Coach)	5

Summer School (per diem)	$100.00
TAG Coordinator	4
Title One	3
Washington D.C. Trip Coordinator	3
Yearbook Advisor	10

Music:

Elementary Music Director	3
Instrumental Music Director	12
Auxiliary Advisor	5
Musical Directors	6
Pep Band Director	2
Varsity Singers Director	7
Varsity Singers Band Director	2
Vocal Music Director	7
Percussion Director	6

Academic:

Beta Club Advisor	3
7th Grade Camp Trip Coordinator	2
Department Heads	3
English	
Fine Arts	
Foreign Language	
STEM	
Mathematics	
Science	
Social Studies	
Special Ed. (K-12)	
Guidance	
Drama Club Advisor	5
Science Fair	2
Elementary Grade Level Chairs (7)	3
Elementary Specials Chair	3
Entry Year Program Mentor (6)	5
Film Club Advisor (2) (A second Film club advisor supplemental will be available if there are more than 20 students participating in the Club)	2
High School Quiz Bowl Advisor	4
Junior Class Advisor (2)	4
Junior High Quiz Bowl Advisor	2
Language Club Advisor	2
LPDC Committee (5)	3
Book Club Advisor	2
National Honor Society Advisor	2
Test Coordinator (2)	5
Senior Class Advisor (1)	4
Student Council Advisor	10

This schedule is based on experience within the District only. Experience must be in an equal or higher assignment to be counted. Years in one sport will not apply toward another sport.

The supplemental salary will be paid by one of the following two methods:

1. A lump sum payable at the next payroll after the completion of duties.
2. Distribution throughout the school year in twenty-six equal pays.

Supplementals may be split by mutual agreement.