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MASTER AGREEMENT

BETWEEN

ADENA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

ADENA EDUCATION ASSOCIATION

July 1, 2026 – June 30, 2028

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ARTICLE I
PROFESSIONAL NEGOTIATIONS PROCEDURES

1.01 Recognition

The Adena Local Board of Education, hereinafter the "Board," recognizes the Adena Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter the "Association" as the sole and exclusive bargaining agent for the "bargaining unit" for the duration of the Agreement. The bargaining unit is composed of all certified teachers, whether under contract or on leave, employed by the Board.

The unit includes all existing personnel assigned to newly created certified teaching positions excluding the Superintendent, Assistant Superintendent, all administrative directors, principals, assistant principals, supervisors, administrative coordinators, and other persons engaged fifty percent of the time or more in the direct administration and supervision of professional personnel.

The term "teacher" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

1.02 Negotiation Procedures

A. Either the Association or the Board may initiate negotiations by submitting a notice to negotiate no sooner than 120 calendar days but no later than 60 calendar days prior to the expiration of the contract. If notice is from the Association, it shall be served on the Superintendent. If notice is from the Board, it shall be served on the Association President.

B. A mutually convenient meeting shall be held no later than twenty (20) days after the service of the original notice unless both parties agree to a later date. All meetings shall be in closed session.

C. Both the Board and the Association shall submit all of their proposals in writing at no later than the first negotiations session. No additional proposals may be submitted past the deadlines listed above except by mutual agreement of the parties.

D. Negotiation Teams, Observers – The designated representatives chosen by the Board and the Association shall meet to negotiate in good faith. There shall be four representatives chosen by the Board. There shall be four representatives chosen by the Association. Neither party will attempt to exert any control over the other's selection of its representatives. In addition to the teams, each team shall be authorized to have a legal counsel present.

E. Negotiation Meetings – The representatives of the Board shall meet at reasonable times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in the sincere effort to reach mutual understanding and agreements on all appropriate matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Good faith involves coming to the table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. Such meetings shall not be conducted during the regular school day. Before adjournment the teams will agree upon a time and place for the next subsequent meeting, unless impasse has been reached.

F. Caucus – Upon the request of either party, the negotiation meeting shall be recessed to permit the parties to caucus. A caucus shall be for a period of not more than thirty (30) minutes unless otherwise mutually agreed to.

G. Exchange of Information – The Board shall make available to the Association such information as is pertinent to the issue under negotiations provided, however, that nothing herein shall require the Board to make available to the Association any confidential information or reports expressly compiled for the use of the Board or its negotiators. The Association shall do likewise. The Treasurer shall present to the President of the Association a copy of each of the following records:

1. The most recent Official Amended Certificate of Estimated Resources

2. A training and experience grid for bargaining unit employees, showing where on the salary schedules bargaining unit members are located.

3. Other items requested in writing by the Association President and/or the OEA/NEA UniServ Consultant or other OEA/NEA Consultant

H. Agreement – If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Adena Education Association for ratification. If ratified, the written memorandum of understanding between the parties shall then be submitted to the Board for its consideration. If approved by an affirmative vote of a majority of the full Board, the agreement shall be

signed by both parties and shall become a part of the official minutes of the Board.

1.03 Impasse

A. Mediation

1. Forty-five (45) days prior to the expiration of the current agreement, or some other mutually agreed upon date, if the parties have items as yet unresolved, the parties shall jointly request the services of the Federal Mediation and Conciliation Service or another mutually agreed-upon mediation provider. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

2. Mediation will continue through the expiration of the contract, or thereafter upon mutual agreement of the parties. Following mediation in accordance with these provisions, the parties may exercise their rights under Ohio Revised Code 4117. Either party may distribute status-reports concerning negotiations at any point during the process of negotiations and/or mediation.

B. Costs – Any costs and expenses which may be incurred in securing and using the services of the mediator as described above, shall be shared equally by the parties.

1.04 Complete Agreement

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

Therefore, for the life of this Agreement, the Board and the Association each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This article shall not operate to preclude negotiations over a successor agreement.

This Agreement represents the entire agreement between the Board and the Association and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Board.

1.05 No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike during the term of this Agreement.

A "strike" as used herein shall be defined in accordance with Ohio Revised Code Section 4117.01, Section H.

ARTICLE II
ASSOCIATION RIGHTS

2.01 The Association shall have the right to use school buildings for membership meetings, provided the building principal is notified, except in the case of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. The Association shall keep the school buildings in good order and in the condition as the same now are, with reasonable use and natural wear and tear expected.

2.02 Upon reasonable request of the Association, the Association shall have the right to use school equipment, such as typewriters, copying machines, duplicating equipment, calculating machines and audio-visual equipment, provided such use is made on school property and does not interfere with the school use of such equipment. Borrowed equipment must be returned in the same condition as when borrowed taking into consideration normal wear of such equipment. The Association shall pay for all consumable supplies.

2.03 The Association shall have the right to the use of the school mail service to the extent such use does not interfere with the school use of such service. No device, code or other insignia may be affixed to said mailbox identifying either members or non-members of the Association. If such a device, code or other insignia is so affixed, the administration shall have the right to remove it.

2.04 The Association shall have the non-exclusive use of any bulletin board presently located in a teachers' lounge or other non-public area as designated by the principal, provided that any material posted shall be designated as Association material.

2.05 The Association may use telephones as designated by the principal in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at times that interfere with duties assigned by the Board and Administration.

2.06 Representatives of the Association shall be permitted to discuss organizational matters with members of the bargaining unit as long as such discussion does not interfere with duties assigned by the Board and the Administration. Representatives of the Association who are not employees of the Board shall

first report to the principal's office and otherwise comply with all conditions required of other visitors.

2.07 The Association shall:

A. Be provided with copies of all Board agendas, minutes and other written public information. Such information shall be sent to the Association President electronically at the same time it is sent to Board members.

B. Be placed on the agenda of Board meetings, when requested, for the purpose of communications with the Board.

C. Be given each September the name, address and phone number of each member of the bargaining unit and within one (1) week after official Board action employing new teachers, the names and addresses of all such new teachers.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 Grievance Policy

The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers within the bargaining unit and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure by reason of such initiation or participation.

3.02 Purposes and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

3.03 Grievance Defined

A. A grievance shall mean an alleged violation, misinterpretation, or misapplication of this written contract.

B. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. The Association may file a grievance on its own behalf for an alleged violation,

misinterpretation or misapplication of any right or privilege granted to the Association or to any bargaining unit member by the terms of this contract. A grievance filed by the Association for an alleged violation, misinterpretation or misapplication of a right or privilege granted to a bargaining unit member shall, in addition to the other requirements for filing grievances, state the name of the bargaining unit member whose rights or privileges have allegedly been violated, misinterpreted or misapplied, and such bargaining unit member must attend all grievance conferences related to that grievance. If either of those two requirements is not complied with, the grievance shall be deemed to have been waived.

3.04 General Provisions

A. An individual grievance shall be initiated by the person so aggrieved.

B. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

C. A grievance shall be reduced to writing on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision of the Master Agreement allegedly violated, misinterpreted or misapplied, the date of the alleged violation, and the relief sought. The grievance form utilized will be the form specified in Appendix "A".

D. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

E. Counsel of choice may be used by all or any parties involved in the grievance procedure at all levels. If counsel for the teacher is an organizational counsel, it shall be only the official representatives of the Association.

F. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

G. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his or her realm of responsibility or control.

H. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communications.

I. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.

J. Election of remedies – Upon the filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.

K. Except as hereinafter provided, a "day" shall mean any day in which bargaining unit members are working and during summer recess any weekday excluding holidays when Board of Education offices are not open. Failure to comply with the time limits by the grievant shall result in a waiver of the rights granted under this Article. Failure of the administration to comply with the time limits shall advance the grievant to the next level of this procedure.

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

M. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

N. In the course of investigation of any grievance, those persons involved with the investigation of said grievance will report to the principal of the building being visited immediately upon arrival.

O. There shall be no interruption of classroom activities in any phase of the grievance procedure, unless otherwise agreed by the parties.

P. There shall be no involvement of students in any phase of the grievance procedure.

Q. The Association shall be notified in writing of all grievance conferences and shall have the opportunity to attend any grievance conference.

R. The grievant has the right to Association representation at all meetings and hearings involving the grievance.

S. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

T. The Association shall receive copies of all communications in the processing of grievances.

3.05 Procedure

A. Level I – Administration – A copy of a written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of the time the aggrieved became aware or should have been aware upon the

exercise of reasonable diligence of the alleged violation or such shall be deemed to have been waived and no longer to exist.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within four (4) days of the filing of the grievance. No more than four (4) people may provide information related to the grievance at any one meeting. Discussion at the meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administration shall provide the aggrieved with a written response stating his position and/or suggestion for resolution of the grievance.

B. Level II – Superintendent – If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he may within five days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within ten (10) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and/or suggestion for resolution of the grievance.

C. Level III – Arbitration – If the grievant is not satisfied with the disposition at Level II, he/she may demand, upon written approval of the Association, that the issue be submitted to arbitration. Such demand shall be made within ten (10) days after receipt of the written notice of the action taken by the Superintendent. The Arbitrator shall be selected through the Voluntary Rules of the American Arbitration Association, or through some other method or other mediation service provider agreed upon by the Superintendent and the Association.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or to make any award which is inconsistent with the terms of the Agreement or contrary to law.

The arbitrator shall make his report and recommendations to the grievant, the Superintendent, and the President of the Association. His decision shall be binding upon the parties. The said report shall be within thirty (30) days of request for arbitration. Cost of the Arbitrator's services shall be shared equally by the Board and the grievant.

ARTICLE IV
LEAVES OF ABSENCE

4.01 Sick Leave Policy

4.011 Each full-time teacher shall accumulate sick leave at a rate of 1-¼ days each month of the year. Part-time teachers will accumulate sick leave on a pro-rata basis based on their employment contract issued by the Board. Teachers are eligible for an accumulation of 250 sick leave days.

4.012 Provisions of Sick Leave

A. Sick leave may be used for personal illness of an employee, pregnancy-related disability, injury, and exposure to contagious disease which could be communicated to others.

B. Sick leave may be used for absence due to illness, pregnancy-related disability, injury, quarantine or death in the employee's immediate family.

C. Up to one (1) day of sick leave may be used for the death of a close friend or other relative not considered immediate family, as defined in paragraph D, to enable the staff member to attend a funeral service. In this situation, up to an additional two (2) consecutive days of sick leave may be used for travel if travel exceeds 250 miles one-way.

D. Members of the immediate family shall be defined as follows: grandparents, spouse, children, father, mother, brother, sister, in-laws, or other persons who have assumed a similar position to the teacher's, regardless of residence.

4.013 The above sick leave provisions set forth herewith shall also be subject to the following:

A. Teachers who transfer from another school district in Ohio or other public agency shall be credited with unused sick leave, not to exceed the total days permitted to be accumulated in paragraph 4.011 above, as long as the transfer takes place within ten (10) years of having left the previous school district/other public agency.

B. Employees must provide an official statement from the last place of employment stating the number of days of unused sick leave.

C. Full salary will be paid to each employee while on sick leave, not to exceed actual accumulated sick leave. Any paid days beyond actual accumulation shall be paid only as authorized by the express policy of the Board.

D. The Board will assume the financial responsibility for the substitute.

E. Severance of a contract by an employee or by the Board shall nullify the pay for accumulated sick leave; however, sick leave may be transferred from one school district to another in the State of Ohio.

F. Sick leave accumulated from out of state or with a federal agency is not transferable to public schools in Ohio.

G. Sick leave may be used in full, half-day, or quarter-day increments. A "quarter-day" is two (2) hours or less.

H. Employees must provide written verification from a medical professional for any sick leave days in excess of four (4) or more consecutive sick leave days.

4.014 Holidays in Relation to Sick Leave

When holidays and other days not in session approved by the Board are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave.

4.015 Advancement of Sick Leave

All new full-time employees who have no previous sick leave credit shall be credited with five (5) days of sick leave on the first day of the first month of employment. All other full-time employees who have not accumulated a total of five (5) days shall, on the first day of the first month of service of that year be credited with a sufficient number of sick leave days to bring the total number of days of sick leave for each employee to five (5) days unless the employee is on an unpaid leave of absence.

The days of sick leave credited to any employee at the beginning of the term of service are in lieu of the 1¼ days of sick leave accrued for each month of service, and no additional credit for sick leave will be granted to any employee until such employee has earned an amount of sick leave credit at the rate of 1¼ days for each completed month of service, in excess of the number of days sick leave credited at the beginning of such term of service.

4.016 Required Written Notice of Sick Leave

The Board shall require the use of an electronic form. In the event the electronic form is not accessible, the teacher shall furnish a written, signed statement on the form found in Appendix B to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates on which the physician was consulted.

4.017 Penalty for Misuse of Sick Leave

Falsification of a statement is grounds for suspension or termination of employment (O.R.C. 3319.16), in addition to the loss of wages for those days in which the sick leave provisions are misused.

4.018 Statement of Accumulated Sick Leave Days

It shall be the policy of the Board to notify all employees, in writing, of the number of accumulated sick leave days credited to each employee on or before the last day of September. This written notice will include all days of sick leave accumulated to July 1.

4.019 Sick Leave Transfer

A. A bargaining unit member may initiate a one-time transfer per year of sick leave to a named specific unit member who is within (5) days of exhausting his/her sick leave. The transferred days must be used in the school year that the transfer is made. Bargaining unit members wishing to assist may transfer no more than ten (10) days in any school year. Sick leave can only be transferred for the catastrophic illness or injury of a member or to care for a spouse or dependent children who are suffering from a catastrophic illness or injury, or for maternal leave after the birth of a child of a member.

B. The sick leave transfer must be approved by the Board after a written request from the Association. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable and shall cause the contributing member to have his/her sick leave reduced accordingly. The contributing bargaining unit member must fill in the approved form and return it to the Treasurer's Office. (Appendix C)

C. Transfer does not affect the incentives of the bargaining unit members making donations.

4.020 Attendance Incentive

Bargaining unit members shall receive an attendance incentive bonus on the following basis:

Each semester:
Absent 0 days = $250
Absent 1 day or less = $200

Payment shall be made twice a year within thirty (30) days of the end of the semester.

Bargaining unit members shall be paid the Attendance Incentive as eligible and any unused personal leave shall be rolled over into sick days equal to the unused personal days.

4.02 Personal Leave

A. Each teacher shall be granted annually four (4) days of personal leave at the regular rate of compensation. This personal leave may be taken by a teacher without clarifying to the administration the reason for the request. Except in cases of urgent necessity the request for such leave will be filed on the appropriate form with the Superintendent, and a copy provided to the appropriate building principal, at least 72 hours prior to the taking of any personal leave. One (1) of the four (4) days shall not be used to extend a holiday, as described in Section D, and shall be taken on a Tuesday, Wednesday, or Thursday. The other three (3) days are not subject to these restrictions.

B. Except as provided in Section D below, personal leave shall not be available:

1. The first five (5) and last ten (10) student days of the school year;

2. The days of parent/teacher conferences and days on which there will be teacher in-service;

3. No more than three (3) teachers from each of the following groups (Pre-K-4), (5-8), (9-12) shall be permitted to take personal leave at the same time unless special permission is sought and granted by the Superintendent. Personal leave will be recognized on a first-come-first-served basis; and

4. Personal leave may be used by up to three (3) employees, on a first-come first-served basis, who produce evidence to the Superintendent of pre-arranged travel plans that conflict with make-up days. To qualify, the travel plans must have been made prior to January 1. Because of the uncertainty of the need to make-up days, employees are discouraged from scheduling non-refundable travel plans the week after the end of the regular school year.

C. Emergency requests shall be directed to the building principal for immediate disposition. The written form must be completed and filed within three (3) days after the return from absence.

D. Personal leave may be used before or after Board-recognized holidays when a leave form is submitted at least thirty (30) days prior to the requested date to the building principal, subject to the restrictions of (B) (2), (3), and (4). Subject to the limitation stated in B(3) above, personal

leave may be used for the following reasons on the first five (5) and last ten (10) days of the school year by providing a written notice to the building principal including the reason for the absence:

1. College graduation or completion of military training ceremonies in the immediate family;
2. Moving a child into college;
3. Wedding of a child;
4. Other extenuating circumstances that affect the immediate family, as approved by the Superintendent.

E. When a teacher is eligible for severance, the rollover of remaining personal days shall occur prior to calculating the severance payment amount when a teacher fulfills their 184-day contract.

4.03 Sabbatical Leave

The Board may grant sabbatical leave to a teacher in accordance with the provisions of Section 3319.131 of the Ohio Revised Code, rules and regulations as may be adopted by the Board, and in accordance with the following provisions:

A. A member of the bargaining unit shall have had five (5) years of educational experience.

B. A plan of professional improvement during the period the sabbatical leave is requested shall be filed with the Superintendent.

C. If expressly authorized by the Board, part pay shall be granted which shall be the difference between the employee's regular salary and the cost of the substitute used during the sabbatical.

D. No more than 5% of the bargaining unit shall be granted a sabbatical at one time.

E. Additional sabbaticals shall be made available to members of the bargaining unit after completion of five (5) additional years teaching experience. No bargaining unit member shall be granted additional sabbaticals if there are other bargaining unit members who have filed a request for such leave but have not yet been granted the leave.

F. Members of the bargaining unit returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.

G. Members of the bargaining unit on such leave shall be allowed to retain all Board-paid group insurance benefits upon payment of the full premium by the teacher to the Treasurer.

4.04 Professional Meetings

A. The Superintendent shall have the authority to grant teachers permission to attend conferences, seminars and other meetings.

B. Reimbursable Expenses include:

1. Lodging

a. Attendees will share rooms only upon the agreement of the attendees. In any case, all attendees shall have their own bed (not cots, pull-outs, etc.). When the District mandates attendance at a specified professional development, the District will reimburse 100% of the lodging costs. Otherwise, the maximum amount for lodging reimbursement is $175.00 per night.

b. Lodging will be reimbursed only if the difference in mileage from the teacher's home to the Professional Meeting exceeds the mileage from the teacher's home to school by 50 miles.

c. Prior night's lodging will be reimbursed only if the Professional Meeting is scheduled to begin before 9AM. Same night lodging will be reimbursed only if the Professional Meeting is scheduled to end after 7PM.

d. The Superintendent has the discretion to approve lodging reimbursement under extenuating circumstances/weather.

2. Meals (not included in registration costs)

Gratuity, sales tax, and alcohol are not reimbursable. There shall be up to a $50.00 per diem stipend paid.

3. Mileage – School-owned transportation is the preferred means of travel and will be available to attendees upon request contingent upon vehicle availability. District administration encourages attendees to use school transportation or to carpool in order to save money, but attendees shall not be required to do so. Mileage will be reimbursed to each driver under the stipulations of Article 11.

4. Registration fees.

5. Legitimate original receipts for meals and lodging are required for reimbursement.

4.05 Association Leave

Upon the express written approval of the Superintendent, the President of the Association shall be permitted to grant up to a maximum of eight (8) days of Association Leave for members of the bargaining unit to attend to Association duties that cannot be performed at times other than normal school days. In the event of the President's incapacity, the President-Elect or anyone holding the legally constituted office of President will be extended this privilege. No more than two (2) bargaining unit members shall be permitted to utilize such leave on the same day.

4.06 Family and Medical Leave

A. Upon the terms and conditions of federal law (FMLA), each bargaining unit member is entitled to up to 12 weeks of unpaid family leave in any 12-month period. A bargaining unit member is permitted to take this leave for the following reasons:

1. The birth of a child or the placement of a child with the employee by way of adoption or foster care;

2. Care for a newborn, adopted child or foster child within one year of the child's arrival;

3. Care for a child, parent or spouse who has a serious health condition; and

4. Employee's serious health condition prevents him/her from doing his/her job.

B. For the purpose of administering Family and Medical Leave, each bargaining unit member will have an individual 12-month period. A bargaining unit member's FMLA "year" commences on the first day that that member uses FMLA leave. From that date and for the next consecutive 12 months, the employee will be eligible for 12 weeks of unpaid FMLA leave. The employee's next FMLA "year" commences when the employee next uses FMLA leave after the expiration of the prior FMLA "year."

C. Substitution of Paid Leave:

1. A bargaining unit member must substitute any of his/her accrued paid vacation or personal leave for leave provided under either reason A.1. or A.2. for any part of the 12-week period of such family leave.

2. A bargaining unit member must substitute any of his/her accrued vacation leave, personal leave, or sick leave for leave provided

under either reason A.3. or A.4. for any part of the 12-week period of such family leave.

3. If the bargaining unit member has not accrued adequate paid leave to encompass the entire 12-week period of family leave taken under this section, the additional weeks of leave will be taken without compensation.

4. A bargaining unit member shall be eligible for partial or full Board payment of health insurance premiums, in accordance with amounts payable to the bargaining unit member under Article 10.03, while on FMLA leave. However, if the bargaining unit member does not return to work for at least thirty (30) days following FMLA leave (unless due to a continuation or recurrence of a serious health condition of the employee or a member of the employee's family), the Board of Education shall recover from the employee any sums paid for premiums for health insurance coverage during the period of the FMLA leave.

D. The Board and AEA agree to abide by the provisions of the Federal Family and Medical Leave Act and any amendments. The paragraphs in this section shall apply as long as they are compliant with current legislation.

4.07 Assault Leave

Pursuant to ORC 3319.143, no part of absence from work due to a student or staff assault, injury, and/or complications resulting from such injury will be charged against the teacher's accumulated sick leave, provided the absence is the result of an injury incurred while involved in the performance of assigned school duties.

A. Assault leave must be approved by the Superintendent.

B. Assault leave is a maximum of ten (10) days per incident. Leave may be extended beyond ten (10) days only if medically necessary and approved by the Superintendent.

C. If medical attention is required, a physician's certification must be provided to the District.

4.08 Use of Leave

Leave shall be used according to this Negotiated Agreement and the Ohio Revised Code.

ARTICLE V
REDUCTION IN FORCE

5.01 Reduction in Force

A. When by reason of decreased enrollment of pupils, return to work by regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district or due to the loss, reduction or inadequacy of funds, the Board decides that it will be necessary to reduce the number of teachers it may make a reasonable reduction pursuant to Section 3319.17 of the Ohio Revised Code. The non-renewal or suspension of any contract for the reasons as set forth in this section shall be pursuant to the provisions of this Article. Prior to such reduction, the Board shall notify the teaching staff of its intent to make such reduction no less than thirty (30) days prior to the Board taking action on such reduction.

B. The effective date of layoff shall be the beginning of the affected bargaining unit member's school year.

5.02 Procedure for Reduction in Staff Shall be as Follows:

A. A teaching field shall be defined as those grade levels/academic subjects which may be taught within a type of certificate or license issued by the Department of Education or State Board of Education.

B. Every reasonable effort will be made to reduce staff through normal attrition (retirement, reassignment, etc.) where possible. There shall be no involuntary transfers sixty (60) days prior to a reduction. In making such reductions, preference shall be given to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations within a teaching field. When two or more teachers have comparable evaluations, the least senior teacher shall be reduced.

When determining whether teachers are comparable, each teacher's most recent holistic rating(s) from the past three years will be used. In the case of teachers with less than three years of experience, all accrued data will be used. SBOE's evaluation rubric in effect at the time will be used.

C. Seniority will be computed using Section 5.03.

D. Once a teacher's contract has been suspended due to a RIF, and provided the teacher has certification/licensure in another academic area otherwise not affected by the RIF and has taught in the academic area no less than two semesters within the last five years; or, has received no less

than five quarter hours or three semester hours of college credit within the past two years relating directly to the academic area to be taught or agrees to complete the additional training required herein by June 1 of the following year, and provided the teacher has a current evaluation rating of Developing or better, the suspended teacher may displace another teacher in such area provided the suspended teacher has a better evaluation. In the case the suspended teacher has an equal evaluation, the suspended teacher must also have greater seniority in order to displace. Any teacher displaced with a rating of Developing or better may displace another teacher according to this section. If this provision is deemed to be invalid, or there is binding case law within this jurisdiction addressing rights set forth in this paragraph, the Board and Association agree to meet to modify this paragraph so that it is consistent with the law. The Board and the Association may mutually agree to postpone action until all appeals or times for appeals are exhausted. Article XVI shall prevail first over any action taken concerning this or any section of this Negotiated Contract becoming invalid or unlawful.

E. Teachers whose contracts are suspended shall be notified in writing and granted the following:

1. The right to review his/her seniority and certification records and challenge any relevant inaccuracy;

2. Placed on the district's substitute list;

3. Notice of any vacancy or newly created position for which the teacher is certified;

4. Group insurance programs provided to the members of the bargaining unit shall be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board the total premium costs of such coverage.

F. Teachers who are to be laid off, and whose contracts are also expiring, shall first be granted a contract, the length and type of which shall be the same as the teacher would otherwise be entitled to. Subsequent to the grant of such contract, the contract will be suspended. Nothing in this Article shall be interpreted as restricting the Board from exercising its rights under Article XV of this Contract.

G. Reinstatement Rights

1. Teachers whose contracts were suspended because of a necessary reduction in staff shall be re-employed within their areas of certification/licensure on the basis if positions become vacant or are created within 24 months from the date of the teacher's last

day of work. Notification to recall an employee shall be by certified mail, return receipt requested.

2. Teachers with a suspended continuing contract shall be given preference with regard to reinstatement. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

3. When determining whether teachers are comparable, each teacher's most recent holistic rating(s) from the past three years will be used. In the case of teachers with less than three years of experience, all accrued data will be used. SBOE's evaluation rubric in effect at the time will be used.

4. Teachers who have been placed on the RIF list have the obligation of notifying the Board if suitable employment is found elsewhere.

5. Any teacher on the RIF list who voluntarily resigns from the district forfeits all reinstatement rights.

6. All teachers on the RIF list are obligated to keep the Board informed of their current address and phone number.

5.03 Seniority

A. Seniority Defined

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time employees shall accrue one (1) year of seniority for each year worked. Full-time, for purposes of seniority, shall mean working four (4) or more hours per day.

5. Part-time employees shall accrue seniority on a pro-rated basis. Part-time, for purposes of seniority, shall mean working less than four (4) hours per day.

6. No employee shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior employee:

a. The employee with the first day worked; then

b. The employee with the earliest date of employment (date of hire); then

c. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

C. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a non-bargaining unit position; is discharged; or otherwise leaves the employment of the Board. (Note adverse effect on principals who return to teaching).

ARTICLE VI
EVALUATION

6.01 Evaluation of teachers shall be in accordance with R.C. 3319.11, R.C. 3319.111 and 3319.112. Teachers shall be evaluated using the evaluation instrument approved by the State Board of Education. Employees may grieve the evaluation procedure but not the substance of the evaluation unless the substance is outside the teacher's professional contractual obligations, job description, their improvement plan, if applicable, and/or the Teacher Performance Evaluation Rubric. Employees may attach a rebuttal to the Evaluation Instrument if the employee disagrees with the substance of the evaluation.

A. Teachers rated Ineffective, Developing, or on an improvement plan shall receive a full cycle evaluation.

B. Teachers rated Skilled shall receive a full evaluation cycle once every two (2) year.

C. Teachers rated Accomplished shall receive a full evaluation cycle once every three (3) years.

D. The only exceptions to B. and C. are:

1. Teachers on a limited contract up for renewal shall receive a full cycle evaluation regardless of their rating.

2. A Teacher placed on an Improvement Plan may be subject to a full cycle evaluation regardless of their rating.

3. A Teacher may request to be placed on a full cycle evaluation regardless of their rating.

E. Teachers may submit a request to the Superintendent to have a different evaluator following the Teacher's first or second full evaluation. Such a request may be made only once per school year. The decision on the request is at the Superintendent's discretion.

6.02 Teacher Evaluation

The Board and Association agree that the teacher evaluation procedure submitted to the State Board of Education shall be considered a part of the Negotiated Agreement.

6.03 Teacher Evaluation Committee

A. The Teacher Evaluation Committee shall be comprised of bargaining unit members chosen by the Association (with effort to represent each building in the District) and administrators to include the Superintendent and Building Administrators from the Elementary, Middle and High Schools. The number of Association members on the committee shall be equal to the number of Administrators, with no more than four (4) from each. The purpose of the evaluation committee shall be to amend such evaluation procedures.

B. The administrator shall perform the evaluation of a bargaining unit member. To ease the administrator's caseload, another credentialed evaluator within the district may perform the evaluation. Evaluators from outside the District will not be allowable except in cases of emergency. A limit of one (1) emergency outside evaluator will be allowable at any time. The Teacher Evaluation Committee shall conduct an informal review of any outside evaluator. No bargaining unit member will evaluate another bargaining unit member.

C. The teacher evaluation committee will meet as needed to review changes in the Ohio Revised Code or State Board of Education regulations. The committee may also meet at the request of the Association President or District Superintendent.

ARTICLE VII
EMPLOYMENT PROVISIONS

7.01 Length of Teacher Day

A. School Day

1. The length of the duty day for teachers shall not exceed seven hours and forty minutes (7:40) including an uninterrupted thirty (30) minute lunch period.

   The teacher day is defined from 7:45 a.m. to 3:25 p.m. With respect to late arrivals and/or early dismissals, the teacher day shall be adjusted accordingly. Teachers must be on time in their room or duty location.

2. Provided however, the duty day for teachers may be adjusted by the Board to accommodate a work week of less than five days or to achieve a more efficient transportation schedule.

3. In implementing any adjustment under Section 7.01 A. (2), the total length of a duty week for teachers shall not exceed thirty-eight hours and twenty minutes (38:20).

B. Faculty Meetings

1. Building faculty meetings called by building principals shall be attended by all teachers within the particular building and shall be considered as part of all teachers' regular duties. A teacher will not be required to attend the meetings if excused by the principals who called the meeting.

2. Such meeting shall begin no later than ten (10) minutes after student dismissal time and shall conclude within forty (40) minutes. Except in cases of urgent necessity, meetings shall be called at least two days prior to such meetings and an agenda emailed. The meeting shall not be limited to items on the agenda.

3. Meetings for DLT and BLT may be held, at the request of an administrator, under the same conditions, except that a maximum of one (1) DLT and one (1) BLT meeting can be held in any calendar month. Each meeting shall conclude in 60 minutes and bargaining unit members shall be paid an amount equal to one hour at the Supplemental Hourly Rate, as identified in Section 9.03, regardless of the actual length of the meeting for attending each meeting. Teachers must attend the entire meeting.

4. None of the foregoing restrictions on building meetings apply in case of emergency. Any building meeting called to discuss an emergency shall be limited solely to discussion of the emergency.

7.02 Vacancy and Transfer

A. No matter the time of year, except in August, the Board shall provide every teacher a notice of all vacancies and newly created positions via the teachers' school electronic mail. There shall be no less than a five (5) working day posting period when the administration determines that a job opening exists, which it intends to fill, within the bargaining unit.

B. Final determination in all transfer actions is the responsibility of the Superintendent.

C. If a request for transfer is denied, the Superintendent will notify the employee via email of the reasons for denying the request. If the employee so requests, within seven (7) work days of the date of the written notice, a meeting between the Superintendent and said employee shall be held prior to final action. The District agrees to give notices on the date so noted in the written notice.

D. Involuntary transfers may be made in accordance with Section F herein. In such cases, the Superintendent will notify the employee in writing of the reasons for the transfer. If the employee so requests, within seven (7) work days of the date of the written notice, a meeting between the Superintendent and said employee shall be held prior to final action.

E. Any teacher presently under contract shall have the same assignment unless notified of a change, in writing, on or before July 10 of any school year, unless a reassignment becomes necessary due to a teacher leaving the employment of the Board.

F. In acting on requests for voluntary or involuntary transfer, the following criteria shall be considered:

1. A vacancy exists

2. Instructional requirements

3. The best interest of the students enrolled in the District (only if R.C. 3319.173 is in effect).

4. Individual qualifications

5. Staff availability and experience

6. Special criteria established by the administration to achieve staff balance or better staff utilization

7. Years of service in the system

G. Nothing in this contract shall be interpreted to require the Board to fill any vacancy.

7.03 Individual Contracts and Contract Sequence

7.031 The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.

1. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be paid by supplemental contract.

2. In consideration of the services rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule and adopted Board Policy of the school district, according to degree and years' experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

3. A teacher contract year shall be one hundred eighty-four (184) days, which shall include four (4) days during which the pupils are not in attendance.

4. Limited contracts shall be issued by the Board to the professional staff in the following progression:

a. One year contract: upon initial employment;

b. One year contract: upon reemployment for the second contract;

c. One year contract: upon reemployment for the third contract;

d. Three year contract: upon reemployment for the fourth contract;

e. Five year contract: upon reemployment for the fifth contract and every contract thereafter; and

f. Notwithstanding provisions a. through e., any teacher eligible for a multi-year contract who has had either two or more ineffective ratings over the past three years or three or more ineffective ratings over the past five years may be offered a one year contract. If, at the end of the one year contract, the teacher has improved their rating better than ineffective, the teacher shall be offered the multi-year contract.

g. Notwithstanding provisions a. through f., any teacher currently employed under a multi-year contract shall receive, upon renewal, a contract of at least a number of years equal to his/her current contract unless the teacher is given a probationary contract pursuant to the following paragraph. Any teacher eligible for a multi-year limited contract may be given a one-year probationary contract provided that such teacher is notified on or before June 1st with reasons directed at the professional improvement of the teacher. Upon expiration of the probationary contract, such teacher shall be granted, if reemployed, a contract for that term set forth in subsections d. and e. above with the exception that an additional one-year probationary contract may be given where the reason is a lack of necessary non-temporary certification. The Board of Education may also grant a probationary limited contract to a teacher who is eligible for a continuing contract. In granting probationary limited contracts to teachers eligible for continuing contracts the Board of Education and administration have to follow the following procedures: The Superintendent may recommend a probationary contract for a period of one (1) or two (2) years. The Board of Education may accept or reject that recommendation by a majority vote. If the recommendation for a probationary limited contract is rejected, the Board of Education may either grant a continuing contract or non-renew the teacher. Any non-renewal shall take place in accordance with the provisions of Article 15 of this bargaining agreement. If a probationary limited contract is issued, a written statement of reasons directed at professional improvement shall be issued to the teacher on or before June 1st. Only one (1) such probationary contract may be issued. If the Board of Education decides to renew a teacher following the completion of his/her probationary contract, the teacher shall be given a continuing contract, if eligible under law. These provisions supersede the provisions of O.R.C. §3319.11 concerning the granting of "extended limited" or "probationary limited" contracts.

5. When a teacher becomes eligible for a continuing contract, during the term of a limited contract, he/she may notify the Superintendent in writing. Upon receipt of such written notification, the Superintendent shall meet with the teacher to check the records to determine the teacher's eligibility for a continuing contract. If eligible, the Board may, upon the recommendation of the Superintendent, enter into a continuing contract with the teacher at its next regular Board meeting regardless of the teacher's current limited contract status.

6. A teacher who meets the requirements of ORC 3319.08 on or before April 1 and who is teaching under an expiring limited contract shall be eligible for a continuing contract as provided for under Ohio law. Notification of eligibility must be received by the Board on or prior to April 1 if the teacher is to be considered eligible under Section 6.

7.04 Personnel File

7.041 Any teacher in the bargaining unit shall have the opportunity, upon request during regular office hours, to review his/her personnel file. No document shall be removed from the file without the express written consent of the custodian of the file. Said custodian may require that such review be in the presence of such custodian or his/her designee. Copies of any documents may be secured from the teacher's personnel file upon payment of a fee by the teacher to cover the actual expense of such copy. If the employee disputes the accuracy, relevance, timeliness or completeness of information on him/her maintained in said file, he/she may request in writing that such disputed material be removed from the file. Such requests shall specifically identify the material objected to and the basis for the dispute. If such request is denied, the teacher shall be permitted to attach a rebuttal statement to any information in his/her file.

7.042 The Superintendent shall remove any information he/she finds to be inaccurate. Anonymous letters shall not be placed in the teacher's personnel file. Only bargaining unit members, employees and/or agents of the Board acting exclusively within their official duties or in the exercise of their duties and responsibilities as employees or agents of the Board, or any other person authorized by law shall have access to personnel files. The Superintendent or designee shall inform any teacher of all persons who request access to the information in the teacher's file within two business days and supply copies to the teacher of any documents copied during such access.

7.043 Any material, excluding evaluations conducted in accordance with Article 6, which has been placed in a teacher's personnel file and has remained there for:

A. five (5) years or longer, in the case of a teacher on a limited contract; or

B. two (2) years or longer, in the case of a teacher on a continuing contract; shall be removed from the personnel file at the teacher's request, if the subject matter of such material relates in a derogatory manner to a teacher's professional behavior or action, and provided that the same or similar conduct which resulted in the material being placed in the personnel file has not been repeated during the five (5) or two (2) year period.

7.044 Bargaining unit members shall be informed and given a copy of any document added to his/her file by the next business day after it is added. This shall not include routine paperwork.

7.05 Community Complaint Procedure

The following procedure shall be utilized should members of the community or other non-school personnel wish to submit complaints about any teachers.

A. Except in those cases where the administrator receiving the complaint reasonably believes that it is inappropriate to do so, all parents registering a complaint regarding a teacher shall be directed to discuss the matter directly with the teacher. A teacher shall be informed of any complaint that the administrator believes has any validity directed at the teacher as soon as possible after the complaint has been lodged. No action against a teacher shall be taken by the administration and/or Board without the teacher being informed of the source(s) of the complaint.

B. If requested by the complainant or the teacher, a meeting involving the teacher, and a representative of the teacher's choice, if requested by the teacher against whom the complaint has been directed, the principal and the complainant will be arranged as soon as practicable to resolve the problem.

C. If the complaint has not been satisfactorily resolved at the building principal's level, the complaint may be submitted to the Superintendent, who shall attempt to resolve it informally with the teacher, the principal, and a bargaining unit representative of the teacher's choice.

D. If the complaint has not been satisfactorily resolved at the Superintendent's level, the complaint may be submitted to the Board of Education with the following conditions:

1. All such complaints shall be submitted in writing with a copy given to the teacher at least 48 hours prior to any Board action/meeting on the complaint.

2. Any documents associated with the complaint placed in the teacher's file shall be placed in accordance with Article 7.04.

3. No discussion of any complaint shall take place at any Board meeting unless the teacher who is the subject of the complaint has been notified of the time, date, and place of the proposed discussion at least 48 hours in advance.

7.06 Planning and Preparation Time

A. Every teacher at the secondary schools shall be granted per day planning and preparation time equal to a class period.

B. Every teacher at the elementary schools shall be guaranteed planning and preparation time equaling two hundred (200) minutes per week. Provided however, if any elementary art, elementary music, or physical education teacher is absent and no substitute is assigned, the regular classroom teacher shall provide such instruction and that teacher's allocated planning and preparation time for that day be reduced by that amount of time. When requested or required by the building principal, the teacher whose planning and preparation time is reduced shall be paid in accordance with Article 10.02.

C. No teacher shall be required to attend student assemblies or other similar functions that are held during his/her planning and preparation times.

D. Planning and preparation time shall not be interrupted by any meetings other than cooperative planning meetings. However, planning and preparation time may be used for parent conferences and meetings with principals on an infrequent basis determined by necessity.

E. No planning period shall be less than 25 continuous minutes and there shall be at least one planning period per day.

7.07 Just Cause

No bargaining unit member shall be disciplined, reprimanded, reduced in compensation, suspended, or terminated without just cause.

7.08 Teacher Certification

Pursuant to Ohio Revised Code Sections 3319.30 and 3319.36 any teacher who does not have on file with the district office a copy of his/her valid certificate/license to teach in his/her area of assignment will not be compensated until such valid certificate/license is on file with the district office unless that teacher falls under one of the exceptions enumerated in those statutes. It is the responsibility of each teacher in the district to ensure his/her valid certificate/license is on file with the district office at all times. If an employee fails

to renew their license he/she would be subject to discipline but not limited to termination.

7.09 5 of 8 Provision

Care will be taken to maintain five (5) of the following eight (8) positions for every one thousand (1,000) students: art, music, and physical education teachers, counselors, librarians, nurses, social workers and visiting teachers.

7.10 Class Size

Care will be taken to assure an equitable distribution of students among classrooms within a class level or subject area.

ARTICLE VIII
PAYROLL PRACTICES

8.01 Payroll Deductions

A. Deductions of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the teacher for the following:

1. United Teaching Professional dues.

2. Departments of the Ohio Education Association as found on their yearly enrollment form.

3. Annuities. In order for a particular annuity to be deducted from employees' paychecks at least ten (10) employees must request payroll deduction for that annuity. Annuities for which payroll deductions were being made as of April 17, 1995 need not meet the ten (10) employee floor. However, if any grandfathered annuities cease receiving payroll deductions from employees of Adena Local Schools, they must meet the ten (10) employee minimum to resume payroll deduction status.

   In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by an employee which exceed the Internal Revenue Code maximum limit, those amounts shall be reimbursed by the employee to the Treasurer or Board.

4. Credit Union.

5. Fund for Children and Public Education (FCPE)

B. Dues covered by Sections 1 and 2 above may be deducted by the Treasurer in twenty-four (24) equal installments if so desired. No other

plan will be accepted. Dues so deducted shall be transmitted to the Association Treasurer within twenty (20) days after such deductions are made.

C. Teachers may authorize dues deduction through the transmittal of forms from the Association to the District Treasurer, and shall do so by October 15 of any school year.

D. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board or its agents, on its behalf to implement this provision or in the withholding of membership dues including but not limited to, attorney fees and cost of defense.

8.02 Salary Payment

8.021 There shall be twenty-six (26) payroll periods each school year, to be divided as equally as possible. If the date of pay falls on a banking holiday, paychecks shall be direct deposited on the next preceding work day. The Board of Education will direct deposit paychecks for all bargaining unit members.

8.022 Notwithstanding section 8.021 a maximum of fifteen (15) teachers may elect to receive his/her escrowed summer pay in one lump sum. Any teacher electing such method of payment shall be required to send written notification to the Treasurer of the district no later than August 1 of any school year. This option shall only be available to teachers who have completed their duties for the year. Teachers who elect this option shall be paid no later than the end of the first full pay period following their last day of service, either regular or extended, for the school year.

8.023 Any other payroll arrangements must be submitted in writing to and agreed to by the Treasurer two weeks prior to the first payroll period for the ensuing school year.

8.024 If a teacher earns additional credit hours during the year which will qualify him/her for a higher place on the salary schedule, the teacher shall notify the Superintendent. "Notification" shall be defined as written verification from the college/university, and/or a transcript that the teacher has earned additional credit hours. The teacher will be placed on the appropriate level of the salary schedule as of the first day of the school year if notification is submitted by October 2, and as of the first day of the second semester if notification is submitted by February 2.

8.025 The salary schedule shall be based upon the training and experience of teachers. Each teacher shall be fully credited with placement in the appropriate academic training level column in the salary schedule with years of service properly credited pursuant to Ohio Revised Code 3317.13. A

teacher with a Bachelor's degree and no teaching experience shall enter the salary schedule at Bachelor's Step 0. The teacher may move to the Bachelor's +15 column once the teacher has earned 15 graduate semester hours (or the equivalent) in addition to the total hours contained on the teacher's transcript at the time of graduation.

8.03 Paycheck Errors

The Treasurer of the School District shall notify in writing any teacher whose salary paycheck(s) is in error as soon as possible after discovery.

If the paycheck(s) reflect underpayment to the teacher, the teacher shall be paid the total difference in the next subsequent paycheck. All subsequent paychecks shall be written for the correct amount.

If the paycheck(s) reflect overpayment to the teacher, the teacher may elect deductions over the same period of time that overpayment was received provided that such repayment installments shall not extend beyond the next succeeding July 1. The teacher shall notify the Treasurer in writing of the time schedule he/she requests for overpay deductions.

8.04 Fair Share Fee Provision

The parties agree that if Janus is subsequently overruled by the Supreme Court, then they shall put back in the Master Agreement Article VIII (8.04) that was in the 2017-2019 Master Agreement to the extent it is consistent with the new court decision and it shall be effective immediately.

ARTICLE IX
SALARIES

9.01 Teachers' Salary Schedule

The base salary amounts listed below shall be based on the index stated hereafter.

July 1, 2026: $44,243 (2%)

July 1, 2027: $45,128 (2%)

SALARY SCHEDULE INDEX

Experience	Bachelor's Degree	Bachelor's +15	Master's Degree	Master's +15
0	1.000	1.038	1.095	1.133
1	1.043	1.086	1.148	1.191
2	1.086	1.134	1.201	1.249
3	1.129	1.182	1.254	1.307
4	1.172	1.230	1.307	1.365
5	1.215	1.278	1.360	1.423
6	1.258	1.326	1.413	1.481
7	1.301	1.374	1.466	1.539
8	1.344	1.422	1.519	1.597
9	1.387	1.470	1.572	1.655
10	1.430	1.518	1.625	1.713
11	1.473	1.566	1.678	1.771
12	1.516	1.614	1.731	1.829
13	1.559	1.662	1.784	1.887
14	1.602	1.710	1.837	1.945
15	1.645	1.758	1.890	2.003
20		Step 15 + $500		
25		Step 20 + $250		
30		Step 25 + $250		

At step 20, teachers will receive their step 15 salary and $500. At step 25, teachers will receive their step 20 salary and an additional $250. At step 30, teachers will receive their step 25 salary and an additional $250. The years of teaching service do not all have to have been completed at Adena in order to count. Unpaid leaves of absence from the Adena Schools do not count towards the time needed to total a year of service. Paid leaves of absence from the Adena Schools do count towards the time needed to total a year of service.

Conditions for BA +15 and MA +15: All semester hours beyond the Bachelor's or Master's column shall be course work in the area of licensure, or in an area in which the teacher wishes to become licensed and shall be semester hours earned subsequent to receipt of the Bachelor's or Master's degree. Other courses which would benefit the school district may be taken upon approval of the Superintendent. Any bargaining unit member in the 5-Year Training column as of June 30, 2019 who would be moved to the Bachelor's Degree column as a result of this change in column name and education requirements shall not be moved to the Bachelor's Degree column.

Board approval for academic stipend shall not be considered an automatic qualification for column advancement or salary schedule credit.

9.02 Extra Duty Salary Schedule

A. A written supplemental contract shall be issued for duties which are in addition to the teacher's regular teaching duties and which are performed outside the normal contract day or prior to the start or subsequent to the end of the students' school year. However, teachers may supervise students between the end of the student day and before the end of the teacher duty day. Paperwork required by the Treasurer's office must be completed prior to being paid for a supplemental contract.

B. All supplemental contracts shall be considered non-renewed at the end of each school year without further action by the Board.

Service will count only for years of service in the exact same supplemental position. Additional years of service may be counted for a similar position at the Superintendent's discretion. The coach or advisor will provide proof of prior service upon request of the Treasurer.

C. The base salary for all supplemental contracts shall be equal to the applicable BA-0 salary in Section 9.01.

D. The following positions shall be paid at the Supplemental Hourly Rate, as identified in Section 9.03.

1. Saturday and Evening School and Detentions, staffed on a voluntary basis, compensation when students attend.

2. Home Tutoring, staffed on a voluntary basis.

3. Summer School and Summer Intervention, regardless of the program. Grants or any other special funds may be used for all or part of this hourly rate. One hour per day prep time shall be paid at this rate.

E. Teachers who teach a College Credit Plus, AP, or IB course shall be paid $500 per teacher per course at the conclusion of each semester.

9.03 Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be $30.00 per hour. It shall be the responsibility of the bargaining unit member to complete and submit the required paperwork, which may be electronic, to the Treasurer's office prior to being paid for such service.

SUPPLEMENTAL SALARY SCHEDULE

	Years of Experience		
Categories	**0-2**	**3-4**	**5-6**
Group 1	.150	.155	.160
Head Football Coach			
Head Basketball Coach			
Group 2	.095	.100	.105
Head Volleyball Coach			
Head Wrestling Coach			
Head Baseball Coach			
Head Softball Coach			
Head Boys Track Coach			
Head Girls Track Coach	.095	.100	.105
Group 3	.090	.095	.100
HS Asst. Football			
HS Asst. Basketball			
HS Asst. Volleyball			
HS Asst. Wrestling			
HS Asst. Baseball			
HS Asst. Softball			
Assistant Track	.090	.095	.100
Group 4	.080	.085	.090
Asst. MS Football			
Asst. MS Basketball			
Asst. MS Volleyball			
Asst. MS Wrestling			
Asst. MS Baseball			
Asst. MS Softball	.080	.085	.090
Group 5	.075	.080	.085
Golf Coach			
Cross Country	.075	.080	.085
Group 6	.065	.070	.075
Asst. Band Director			
Choir Director			
High School Yearbook			
Director (Theater Musical – per show)	.065	.070	.075

Categories	0-2	3-4	5-6
Group 7	.050	.055	.060
Marching Auxiliaries			
Powerlifting Coach			
Music Director (Theater Musical – per show)	.050	.055	.060
Group 8	.040	.045	.050
Jr. Class Advisor			
Sr. Class Advisor			
Quiz Team Advisor			
Director (Theater Play – per show)			
FFA Advisor			
Off-season Conditioning			
Ticket Sales – HS Fall			
Ticket Sales – HS Winter			
Varsity Cheerleading Advisor Fall			
Varsity Cheerleading Advisor Winter			
Power of Pen	.040	.045	.050
Group 9	.035	.040	.045
MS Newspaper			
HS Student Council			
MS Student Council			
Athletic Event Manager (per season)	.035	.040	.045
Group 10	.030	.035	.040
Swim Coach			
Choir Accompanist			
Asst. Director (Theater Play per show)			
Fall HS Asst. Cheerleading			
Winter HS Asst. Cheerleading			
Fall MS Asst. Cheerleading			
Winter MS Asst. Cheerleading			
HS National Honor Society Adv.			
MS National Honor Society Adv.			
Science Club			
Head Teacher High School			
Head Teacher MS			
Head Teacher Elementary	.030	.035	.040
Group 11	.025	.030	.035
Boys Biddy Basketball			
Girls Biddy Basketball			
FCCLA Club Advisor			
Skills USA Advisor			

Categories	0-2	3-4	5-6
Group 11 (continued)	.025	.030	.035
Homecoming Advisor			
High School Science Fair			
MS Science Fair	.025	.030	.035
Group 12	.020	.025	.030
Elementary Music			
Ticket Sales – MS Fall			
Ticket Sales – MS Winter			
Ross Co. Fair Committee*			
Asst. Solo Ensemble			
American History Fair	.020	.025	.030

*Cheerleading, Athletic Event Manager, and Ticket Sales are paid per season.
*The supplemental salary for the Ross County Fair Committee is divided among the members (usually 2 or 3 people) of the committee.

APPENDIX: SUPPLEMENTAL SALARIES 2026-2027 with BA-0 base = $44,243

Categories	Index	Yrs 0-2	Yrs 3-4	Yrs 5+
FOOTBALL				
Head Football	0.150	6636	6858	7079
HS Asst. Football	0.090	3982	4203	4424
Asst. MS Football	0.080	3539	3761	3982
BOYS & GIRLS BASKETBALL				
Head Basketball	0.150	6636	6858	7079
HS Asst. Basketball	0.090	3982	4203	4424
Asst. MS Basketball	0.080	3539	3761	3982
Biddy Basketball	0.025	1106	1327	1549
VOLLEYBALL				
Head Volleyball	0.095	4203	4424	4646
HS Asst. Volleyball	0.090	3982	4203	4424
Asst. MS Volleyball	0.080	3539	3761	3982
WRESTLING				
Head Wrestling	0.095	4203	4424	4646
HS Asst. Wrestling	0.090	3982	4203	4424
Asst. MS Wrestling	0.080	3539	3761	3982
CHEERLEADING*				
Varsity Advisor	0.040	1770	1991	2212
HS Assistant	0.030	1327	1549	1770
MS Assistant	0.030	1327	1549	1770
BASEBALL & SOFTBALL				
Head Coach	0.095	4203	4424	4646
HS Asst. Coach	0.090	3982	4203	4424
Asst. MS Coach	0.080	3539	3761	3982
BOYS & GIRLS TRACK				
Head Coaches	0.095	4203	4424	4646
Assistant Coaches	0.090	3982	4203	4424
GOLF COACH	0.075	3318	3539	3761
CROSS COUNTRY	0.075	3318	3539	3761
POWERLIFTING	0.050	2212	2433	2655
SWIM COACH	0.030	1327	1549	1770
OFF-SEASON CONDITIONING	0.040	1770	1991	2212

Categories	Index	Yrs 0-2	Yrs 3-4	Yrs 5+
PERFORMING ARTS				
Asst. Band Director	0.065	2876	3097	3318
Marching Auxiliaries	0.050	2212	2433	2655
Director (for Musicals)	0.065	2876	3097	3318
Music Dir (for Musicals)	0.050	2212	2433	2655
Director (for Plays)	0.040	1770	1991	2212
Asst. Director (for Plays)	0.030	1327	1549	1770
Choir Director	0.065	2876	3097	3318
Choir Accompanist	0.030	1327	1549	1770
Elementary Music	0.020	885	1106	1327
Asst. Solo Ensemble	0.020	885	1106	1327
STUDENT ORG.				
HS Yearbook	0.065	2876	3097	3318
MS Newspaper	0.035	1549	1770	1991
Jr. Class Advisor	0.040	1770	1991	2212
Sr. Class Advisor	0.040	1770	1991	2212
Quiz Team Advisor	0.040	1770	1991	2212
FFA Advisor	0.040	1770	1991	2212
Power of the Pen	0.040	1770	1991	2212
HS Student Council	0.035	1549	1770	1991
MS Student Council	0.035	1549	1770	1991
HS Ntl Honor Society Advisor	0.030	1327	1549	1770
MS Ntl Honor Society Advisor	0.030	1327	1549	1770
Science Club	0.030	1327	1549	1770
FCCLA Club Advisor	0.025	1106	1327	1549
Skills USA Advisor	0.025	1106	1327	1549
Homecoming Advisor	0.025	1106	1327	1549
HS Science Fair	0.025	1106	1327	1549
MS Science Fair	0.025	1106	1327	1549
American History Fair	0.020	885	1106	1327
ATHLETIC MISC*				
Athletic Event Mgr	0.035	1549	1770	1991
Ticket Sales HS seasonal	0.040	1770	1991	2212
Ticket Sales MS seasonal	0.020	885	1106	1327
MISCELLANEOUS				
Head Teacher (per bldg)	0.030	1327	1549	1770
Ross County Fair Committee	0.020	885	1106	1327

*Cheerleading, Athletic Event Manager, and Ticket Sales are paid per season.

*The supplemental salary for the Ross County Fair Committee is divided among the members (usually 2 or 3 people) of the committee.

APPENDIX: SUPPLEMENTAL SALARIES 2026-2027 with BA-0 base = $45,128

Categories	Index	Yrs 0-2	Yrs 3-4	Yrs 5+
FOOTBALL				
Head Football Coach	0.150	6769	6995	7220
HS Asst. Football	0.090	4062	4287	4513
Asst. MS Football	0.080	3610	3836	4062
BOYS & GIRLS BASKETBALL				
Head Basketball Coaches	0.150	6769	6995	7220
HS Asst. Basketball	0.090	4062	4287	4513
Asst. MS Basketball	0.080	3610	3836	4062
Biddy Basketball	0.025	1128	1354	1579
VOLLEYBALL				
Head Volleyball Coach	0.095	4287	4513	4738
HS Asst. Volleyball	0.090	4062	4287	4513
Asst. MS Volleyball	0.080	3610	3836	4062
WRESTLING				
Head Wrestling	0.095	4287	4513	4738
HS Asst. Wrestling	0.090	4062	4287	4513
Asst. MS Wrestling	0.080	3610	3836	4062
CHEERLEADING*				
Varsity Advisor	0.040	1805	2031	2256
HS Assistant	0.030	1354	1579	1805
MS Assistant	0.030	1354	1579	1805
BASEBALL & SOFTBALL				
Head Coach	0.095	4287	4513	4738
HS Asst. Coach	0.090	4062	4287	4513
Asst. MS Coach	0.080	3610	3836	4062
BOYS & GIRLS TRACK				
Head Coaches	0.095	4287	4513	4738
Assistant Coaches	0.090	4062	4287	4513
GOLF COACH	0.075	3385	3610	3836
CROSS COUNTRY	0.075	3385	3610	3836
POWERLIFTING	0.050	2256	2482	2708
SWIM COACH	0.030	1354	1579	1805
OFF-SEASON CONDITIONING	0.040	1805	2031	2256

Categories	Index	Yrs 0-2	Yrs 3-4	Yrs 5+
PERFORMING ARTS				
Asst. Band Director	0.065	2933	3159	3385
Marching Auxiliaries	0.050	2256	2482	2708
Director (for Musicals)	0.065	2933	3159	3385
Music Dir (for Musicals)	0.050	2256	2482	2708
Director (for Plays)	0.040	1805	2031	2256
Asst. Director (for Plays)	0.030	1354	1579	1805
Choir Director	0.065	2933	3159	3385
Choir Accompanist	0.030	1354	1579	1805
Elementary Music	0.020	903	1128	1354
Asst. Solo Ensemble	0.020	903	1128	1354
STUDENT ORG.				
HS Yearbook	0.065	2933	3159	3385
MS Newspaper	0.035	1579	1805	2031
Jr. Class Advisor	0.040	1805	2031	2256
Sr. Class Advisor	0.040	1805	2031	2256
Quiz Team Advisor	0.040	1805	2031	2256
FFA Advisor	0.040	1805	2031	2256
Power of the Pen	0.040	1805	2031	2256
HS Student Council	0.035	1579	1805	2031
MS Student Council	0.035	1579	1805	2031
HS Ntl Honor Society Advisor	0.030	1354	1579	1805
MS Ntl Honor Society Advisor	0.030	1354	1579	1805
Science Club	0.030	1354	1579	1805
FCCLA Club Advisor	0.025	1128	1354	1579
Skills USA Advisor	0.025	1128	1354	1579
Homecoming Advisor	0.025	1128	1354	1579
HS Science Fair	0.025	1128	1354	1579
MS Science Fair	0.025	1128	1354	1579
American History Fair	0.020	903	1128	1354
ATHLETIC MISC*				
Athletic Event Mgr	0.035	1579	1805	2031
Ticket Sales HS seasonal	0.040	1805	2031	2256
Ticket Sales MS seasonal	0.020	903	1128	1354
MISCELLANEOUS				
Head Teacher (per bldg)	0.030	1354	1579	1805
Ross County Fair Committee	0.020	903	1128	1354

*Cheerleading, Athletic Event Manager, and Ticket Sales are paid per season.

*The supplemental salary for the Ross County Fair Committee is divided among the members (usually 2 or 3 people) of the committee.

ARTICLE X
FRINGE BENEFITS

10.01 Severance Pay

10.011 Severance pay shall be granted in an amount to be determined by multiplying the daily rate of the teacher's pay at retirement by one-fourth of accumulated but unused sick leave days with a maximum of fifty-five (55) days payable in one lump sum.

10.012 The amount to be paid an employee will be the computed daily rate of the employee at the time of retirement times the number of days of severance pay due the employee.

10.013 By receiving payment for this unused sick leave, an employee would forfeit all accrued and unused sick leave at the time of retirement. Should the employee elect to give up retirement and return to full-time employment, the employee would be credited with zero days of accrued sick leave. Substitute work would not be affected.

10.014 Such payment shall be made only once to any employee.

10.015 An employee must actually retire from either the Teacher or School Employees' Retirement System before being eligible for severance pay benefits. In order to be eligible for severance pay and to receive a severance payment the teacher must provide a copy of the first retirement check to the treasurer.

10.016 Written "Notice of Eligibility for Severance Pay" shall be given to each employee deemed eligible under Board Policy.

The Board agrees to offer access to deferred annuity plans for retiring employees to shelter severance payments.

10.017 If a teacher submits his/her letter of resignation for retirement purposes to the Board on or before January 31st of the school year in which he/she intends to retire, the Board shall pay an additional $500 in severance pay to the employee upon his/her retirement at the end of that school year.

10.018 Notwithstanding Section 10.015, any employee who dies while under contract with the District shall be deemed eligible for severance pay. Severance pay shall be computed at the time of death as described in this Section and paid to the deceased employee's estate in coordination with the Executor of the estate. Any question that arises during the computation of severance pay due to the unforeseen nature of the event shall be resolved to the greatest benefit of the deceased while not setting a precedent for future occurrences.

10.02 Substitute Pay for Regular Teachers

The Board recognizes that upon occasion a certified staff member may be required to waive his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A staff member may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor; however, this last provision excludes special education/intervention classes which contain ten (10) or fewer students.

Such service may be requested or required by the principal or his assistant after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability. Payment for such services requested or required shall be made to the certificated staff member at the Supplemental Hourly Rate, as identified in Section 9.03 per hour covered, with anything less being pro-rated.

A regular teacher supervising a student teacher should not be consistently required to assume the duties of substitution for an absent teacher.

10.03 Insurance

A. Group Life Insurance – Bargaining unit members who are employed over fifteen (15) hours per week shall be granted a Board-paid life insurance policy in the amount of $30,000.00, effective on the date the first premium is submitted to the carrier, which shall be within thirty (30) days of the ratification of the contract.

B. Dental Insurance – The Board shall purchase dental insurance coverage which meets or exceeds the specifications below for members of the bargaining unit, now and hereinafter employed, and his or her eligible dependents. The Board will pay 100% of the premium for family coverage and 100% of the premium for single coverage.

SPECIFICATIONS

If a Covered Person incurs expenses for a service on the list of "Eligible Dental Expenses," such charges are covered to the extent that they:

1. Are Usual and Customary;

2. Constitute necessary treatment; and

3. Are incurred while covered under this Plan.

The Plan will pay for such eligible expenses as shown below.

Reimbursement for eligible expenses will be made directly to the provider of the service, unless a receipt showing payment is submitted.

Date Expenses Are Incurred

An expense is incurred when the service is performed, except that it is deemed to be incurred:

1. When the impression is taken in the case of dentures, or fixed bridgework;
2. When preparation of the tooth is begun in the case of crown work;
3. When the pulp chamber is opened in the case of root canal therapy.

Pre-Determination of Benefits

When the total cost of eligible dental expenses is expected to exceed the Pre-determination Limit as shown in the Schedule of Dental Benefits (Appendix E), the Dentist's treatment plan should be sent to the Contract Administrator before the first date of treatment. Based on the treatment plan, the Contract Administrator will estimate the amount of the benefit available if treatment is performed and inform the Dentist of the determination. The treatment plan should:

1. Show the dentist's proposed course of treatment;
2. Show the total charge for the treatment;
3. Include x-rays, study models and any other data requested by the Contract Administrator;
4. Show how long the treatment will take; and
5. Show the classification of malocclusion (if the treatment plan is for Orthodontic Treatment).

Pre-determination is not necessary when eligible dental expenses are incurred for emergency dental care or accidental dental injuries.

Pre-treatment review is not a guarantee of the benefits that will be payable. It tells the Covered Person and the Dentist, in advance, what is payable for the eligible dental services named in the treatment plan. But payment is conditioned on:

1. The work being done as proposed and while the Covered Person is covered under this Plan; and

2. The Deductible and payment limit provisions and all of the other terms of this Plan.

Alternative Treatment

In all cases in which there are optional treatments available which produce a professionally satisfactory result, only the least costly alternative will be considered eligible under this Plan.

Eligible Dental Expenses

The following is a complete list of dental procedures covered under this Dental Expense Benefit, any procedure not listed is excluded.

Class "A" Expenses (Preventive Services):

1. Routine oral examinations are limited to twice per calendar year.
2. Emergency exam
3. X-rays as follows:
   a. Full mouth and panorex x-rays are limited to once in any three (3) calendar year period, unless special need is shown;
   b. Bitewing x-rays are limited to twice per calendar year; and
   c. Periapical x-rays
   d. Intraoral and extraoral x-rays
4. Prophylaxis (cleaning, scaling, and polishing) is limited to twice per calendar year.
5. Topical application of fluoride for dependent children under age 19 is limited to twice per calendar year.
6. Sealants for dependent children under age 15
7. Emergency palliative treatment
8. Pulp vitality tests

Class "B" Expenses (Basic Services):

1. Space maintainers for dependent children under age 18
2. General anesthesia in connection with covered oral surgery only
3. Emergency palliative treatment
4. Endodontic treatment, including root canal therapy
5. Periodontic treatment, including periodontic prophylaxis
6. Fillings: amalgam, acrylic and synthetic
7. Extractions
8. Oral surgery – Oral surgery is limited to removal of teeth, preparation of the mouth for dentures and removal of tooth-generated cysts of less than ¼ inch.
9. Stainless steel crowns
10. Non-athletic mouth-guards

Class "C" Expenses (Major Services):

1. Crowns, gold fillings, inlays and onlays
2. Initial installation of, or addition to, full or partial dentures or fixed bridgework (Dentures and bridgework will be considered to be initially installed only if the dentures or bridgework do not replace existing dentures or bridgework.) Such denture or bridgework includes the replacement of any extracted teeth and must be completed within twelve (12) months of when work is started.
3. Replacement or alteration of full or partial denture or fixed bridgework, if more than five (5) years after the last installation. Such expenses must have occurred on or after the effective date of coverage, and must be completed within twelve (12) months.

Orthodontia: (For adults and dependents under age 19)
No Deductible
60% of Reasonable and Customary Charges
Life-time Maximum Benefit of $1,000.00 per person, adults and/or children
Full Banded Orthodontic Treatment
Appliance for Tooth Guidance
Appliance for Control of Harmful Habits
Retention Appliances – not in connection with full-banded treatment

C. Comprehensive Major Medical Insurance

1. Eligibility: Bargaining unit members shall be eligible for the full Board contribution toward the below listed insurance only if they are regularly scheduled to work more than four (4) hours in the normal school day. Bargaining unit members regularly scheduled to work less than four (4) hours in the normal school day shall only be eligible for fifty percent (50%) of the Board's contribution including HSA contribution amounts required herein.

2. The Board shall purchase, through a consortium or carrier licensed in the State of Ohio, a comprehensive major medical policy, which shall be equal to the Hospitalization/Surgical/Major Medical listed in 10(C)(7). The Board shall pay 80% of the premium cost for single with the bargaining unit member paying 20% and family being 80% Board paid and 20% bargaining unit member paid coverage for all certificated employees requesting such coverage. The Board shall have the right to choose the carrier.

3. For the duration of this agreement, the comprehensive major medical policies and prescription drug plans shall be followed.

4. Spousal coordination of benefits

If an employee's spouse is eligible to participate in his/her employer's health insurance program and the employer pays 50% or more of the cost of the insurance premium, the spouse must enroll for primary coverage in his/her employer's insurance plan. The spouse will be able to maintain secondary coverage under the Board's insurance plan if covered as part of a family plan. This requirement does not apply to any spouse who is employed by the Board or is employed, and eligible for benefits, with another employer who is also a member of the same health insurance consortium as the Board.

An employee may elect to forego the spousal coordination of benefits by paying a monthly surcharge of $100, which will be deducted through payroll deductions.

5. At any point, when a bargaining unit member is covered by the HDHP HSA plan, the district will fund the bargaining unit member's HSA account each year in the amount of $2,000 for calendar years 2027 and 2028 for a family policy and $1,000 for calendar years 2027 and 2028 for a single policy. The Treasurer will deposit fifty (50) percent of the contribution on or before January 15 and the other fifty (50) percent will be deposited on or before July 15 of each year.

   If in the event the employee exhausts the January payment prior to the deposit of the board's July payment, the employee may request an acceleration of the Board's July payment. After verification from the health insurance carrier, the Superintendent shall approve the accelerated payment. If the health insurance carrier is unable or unwilling to provide verification, the employee's request shall be granted.

   In the event a bargaining unit member is hired or is separated from employment in the middle of a calendar year, the employer contribution to the HSA will be prorated to the time in which the bargaining unit member was employed by the Board of Education during the calendar year. However, in no event, will the prorated rule be applicable to any employer contribution after it has been deposited into the bargaining unit member's HSA. A bargaining unit member who completes their 184-day contract shall be eligible for the Board's July payment.

6. Insurance Committee

   a. An insurance committee will be formed with equal representation from the District and the Association, with no less than four members from each. The Association will select its own members. The Board will select its own members. The committee will meet at least once per semester. This committee shall operate separately from any Wellness Committee.

   b. In order to avoid the ACA "Excise Tax" the insurance committee may recommend changes to the insurance policy to be submitted for negotiations at the next contract negotiation.

7. The referenced policies shall include the following benefits:

Ross County School Employees Benefit Consortium

Carrier Plan Design	Plan 7 (D) Medical Mutual of Ohio HDHP - HSA Plan	
Benefits	In-Network	Out-of-Network
Annual Deductible	**Deductibles are Embedded**	
Single	$3,000	$6,000
Family	$6,000	$12,000
Coinsurance	**100%**	**60%**
Out-of-Pocket Maximum	ded&coins	ded&coins
Single	$3,000	$12,000
Family	$6,000	$24,000
Lifetime Maximum	Unlimited	Unlimited
Physician Office Visit		
Primary Care	Ded & Coins	Ded & Coins
Specialist	Ded & Coins	Ded & Coins
Preventative	100%	Ded & Coins
Laboratory & X-Ray	Ded & Coins	Ded & Coins
Hospital Services		
Inpatient Hospital Deductible	None	None
Inpatient Hospital	Ded & Coins	Ded & Coins
Outpatient Hospital	Ded & Coins	Ded & Coins
Emergency Services		
Urgent Care	Ded & Coins	Ded & Coins
Emergency Care - Emergency	Ded & Coins	Same as Network
Copay Waived if Admitted	NA	NA
Emergency Ambulance Services	Ded & Coins	Same as Network
Prescription Drugs		
Deductible	See Medical Deductibles	
OOP Maximum	Included in Medical OOP	
Retail		
Tier 1	Ded then 100%	NA
Tier 2	Ded then 100%	NA
Tier 3	Ded then 100%	NA
Tier 4	NA	NA
Mail Order		
Tier 1	Ded then 100%	NA
Tier 2	Ded then 100%	NA
Tier 3	Ded then 100%	NA
Tier 4	NA	NA

8. Employees may choose to waive any and all medical coverage from the Board. Employees selecting this option are first required to submit proof of other coverage. Employees selecting the option of waiving coverage will be paid the sum of $1,000 for single coverage and $3,000 for family coverage by the Board at the end of the contract year. Upon proof of loss of other coverage, employees who had previously waived coverage from the Board may apply to reenter the Board's insurance plan earlier than one calendar year from when they left the plan. Reentry into the Board's plan is subject to approval by the consortium or carrier. Teachers who begin employment at the start of an academic year at Adena who are eligible for this waiver will earn twenty-five percent (25%) of the waiver sum for the calendar year they began employment. Teachers eligible for this waiver who retire into the State Teachers Retirement System of Ohio will be eligible for fifty percent (50%) of the waiver sum, payable after proof of retiring into the State Teachers Retirement System of Ohio.

   Upon reentering the Board's plan the bargaining unit member relinquishes any claim to the option waiver in whole or in part.

   Where two bargaining unit members are married to each other, they shall have the option to elect either one family plan or two single plans. If they elect a family plan, they shall have the option of applying the Board's contribution for two single plans to the cost of one family plan. When both spouses are employed by the District and neither elects insurance, one is eligible for this opt-out payment. However, when one spouse elects family coverage, the other spouse is not eligible for this opt-out payment.

9. Section 125 Plan. The Board of Education agrees to set up a Section 125 Plan in order to permit bargaining unit members to pay the employee's share of qualified insurance premiums on a pre-tax basis. In all respects, the plan will operate in accordance with the applicable provisions of the Internal Revenue Code; however, only the employee's share of insurance premiums can be paid with pre-tax dollars under this plan. An annual re-enrollment period will be conducted in October of each year. The purpose of the re-enrollment period would be to allow bargaining unit members to adjust the amount of their contribution to the Section 125 Plan. Participation in the Section 125 Plan will not reduce the employee's salary for STRS purposes.

10.04 Warrior Wellness Center Membership

In the event the District or its assignees charge a fee for personal use of the workout facilities at the Warrior Wellness Center, a single membership fee so assessed shall be waived for bargaining unit members who apply for a single membership. Employees must elect a membership within thirty days of their

start date, or during insurance open enrollment. They must remain on the membership from January to December of the calendar year they elect to accept the benefit. A taxable fringe benefit will be imputed into the employee's earnings in February for the entire calendar year's annual membership price.

ARTICLE XI
BOARD PAID MILEAGE

11.01 The Board shall pay upon approval of the Superintendent, a mileage allowance for travel to and from required or approved meetings if the round trip mileage from the employee's home to the meeting and back exceeds the employee's normal round trip mileage from the employee's home to school and back. If eligible for such mileage reimbursement, the amount of such reimbursement will be equal to the difference between the round trip mileage from the employee's home to the meeting and back and the employee's normal round trip mileage to school and back. The exception would be if the mileage would occur on a day that is not a duty day. Such allowance to cover actual distances traveled to and from the meeting is paid only to those actually operating cars to and from the meetings.

11.02 Employees who use their personal vehicles for required travel within the district on official school business and for meetings pursuant to section 11.01 herein, approved in advance by the Superintendent, shall be reimbursed at the IRS rate.

ARTICLE XII
ACADEMIC STIPEND

12.01 The Board agrees to provide a total of $35,000 for the school year to be used by teachers to supplement the cost of graduate credit course work in the areas of teaching or school administration and CEU credit earned on non-work time. Distribution of funds shall be limited to the percentage of the total fund compared to the total tuition requests for each contract year per each request, with no reimbursement being more than 100% paid. Requests shall be submitted no later than the first day of school. Requests submitted after that date shall not be considered unless unused funds are available.

A. Courses must be approved in advance by the Superintendent.

B. Courses shall be in a field related to teaching or administration of schools.

C. Payments will be made by the last day of October, providing prior approval by the Superintendent was obtained, the teacher is in the employment of the Adena Local School District at that time, the course was completed with a grade of "B" or better, and the teacher submits all grades and proof of payment to the district office no later than October 2. If possible, teachers shall take graduate course work for a grade. If the course work cannot be taken for a grade, a "pass" shall qualify the course work for payment under the provision. In addition, the teacher shall be required to remain in the employment of the school district for the ensuing

school year unless severance occurs through appropriate legal avenues. No exceptions to the requirements herein will be made. It is the responsibility of each teacher to comply with the terms herein in order to be eligible for the academic stipend.

D. All funds not expended in one year, subject to a maximum cap of $10,000.00, shall be carried over and added to the dollar maximum for the following year.

ARTICLE XIII
STRS PICK-UP

The salaries of bargaining unit members shall begin at the time they report for regular duty. The annual contract salary shall be divided into twenty-six (26) equal payments. In other words, all regular and full-time employees shall be paid on the basis of twelve months; however, any teacher, up to a limit of fifteen (15), may elect to receive his/her escrowed summer pay in one lump sum provided the requirements of Section 8.022 are complied with. Any teacher electing such method of payment shall be required to send written notification to the Treasurer of the district no later than January 30th of any school year.

Deductions will include, in addition to those listed under Article VIII:

1. Retirement (as established by STRS)

2. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35 and 81-36, effective October 1, 1983, the Board shall pick up each bargaining unit member's mandatory contributions to the State Teachers Retirement System of Ohio (STRS) provided that no bargaining unit member's total salary is increased by such pick-up nor is the Board's total contribution to STRS increased thereby. The dollar amount to be "picked-up" by the Board:

   a. shall equal the then-current percentage amount of the above-mentioned employee's mandatory STRS contributions;

   b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 81-097;

   c. shall be included in computing final average salary;

   d. shall not be reported by the Board as subject to current federal and state income taxes;

   e. shall be reported by the Board as subject to city income taxes;

   f. shall not affect the calculation of the above-mentioned employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting the above-mentioned employee's authorized credit information to financial institutions.

Each above-mentioned employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless, and this Article of the Agreement shall be declared null and void.

The Treasurer shall prepare for each employee his withholding tax W-2 form. This will be mailed the latter part of January following the calendar year.

ARTICLE XIV
BOARD POLICY HANDBOOK

One Board policy handbook shall be maintained in the Board office and shall be available and accessible to all bargaining unit employees. The Board shall provide the AEA President with electronic notice of any and all additions, deletions, and amendments to Board policy pursuant to Article 2.07.

ARTICLE XV
NON-RENEWAL OF CONTRACT

15.01 Clarification of Terms

A. The term "teacher" refers to all personnel covered by this Agreement.

B. Non-renewal of contract shall be defined as a failure by the Board to issue a new contract to a teacher when the time specified in the teacher's present contract expires and shall be pursuant to ORC 3319.11 and Section 15.02 or 15.03 of the Agreement herein below.

15.02 Non-renewal of a Limited Contract – Teachers with at Least Three (3) Continuous Years of Teaching for the Adena Local Schools

A. If the Superintendent intends to recommend the non-renewal of a limited teaching contract, the teacher in question shall be given the reason(s) for such a recommendation. The teacher may be accompanied by a representative of his/her choice at the time the Superintendent submits the reason(s).

B. The Board may non-renew a teacher's contract for any of the following reasons:

1. Performance unsatisfactory to the administration or Board as documented by written evaluation(s) and/or other relevant documentation in the teacher's personnel file; or

2. Immorality, violations of reasonable rules and regulations of the Board or other inappropriate conduct. Prior to Board action, the

teacher may request in writing a meeting with the Board in executive session. If both parties agree, the meeting may be held in open session. The teacher may bring up to two (2) representatives with him/her to this meeting. The Board may request that the Superintendent, Principal of the affected teacher, Treasurer, and/or its representative be present for any such executive session. The purpose of the session shall be for the teacher and/or his/her representative to explain to the Board of Education why the teacher believes his/her contract should not be non-renewed and to discuss the proposed non-renewal. If the Board votes to non-renew the teacher, the teacher shall receive written notice of the non-renewal on or before June 1.

C. If a teacher's difficulties are related to any areas specifically referred to on the formal evaluation form, the teacher shall be notified in writing by means of the formal conference provisions of the evaluation procedure. The teacher will be given suggestions by the Principal to assist in correction of the professional difficulty, time to incorporate the recommended changes, and subsequent formal conference to reevaluate the teacher's progress. Failure on the part of the teacher to correct the situation will necessitate a recommendation of dismissal from the Principal to the Superintendent of Schools.

D. This Section shall not apply to renewal or non-renewal of a teacher's contract unless (s)he has worked at least three continuous years for the Board as a teacher.

E. Supplemental contracts are exempt from the provisions of the Article.

F. Section 3319.11, Ohio Revised Code, as amended, shall not apply to non-renewals under this section.

15.03 Non-renewal of a Limited Contract – Teachers with Less than Three (3) Continuous Years of Teaching for the Adena Local Schools.

Teachers who have less than three (3) continuous years of teaching for the Adena Local Schools shall be subject to non-renewal procedures as specified under 3319.11 of the Revised Code, as amended.

ARTICLE XVI
GENERAL AGREEMENT PROVISIONS

Except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code, this contract supersedes and prevails over all statutes of the State of Ohio and all policies, rules, and regulations of the Board and/or administration. 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 null and void, but all other provisions of this contract shall remain in full force and effect. Within thirty (30) work days the parties shall meet to negotiate a

replacement provision for any declared to be ratified and signed by each party. The impasse procedure set forth in Article 1, Section 1.03 shall prevail if the parties fail to reach an agreement within 60 days of the commencement of bargaining.

ARTICLE XVII
SCHOOL CALENDAR

17.01 The staff shall be provided an opportunity to make suggestions in the development of a school calendar.

17.02 Length of Teacher Contract Year – The length of the regular teacher's school year shall be 184 days, with days divided as follows:

A. The first day of school shall be for teachers only.

B. In each calendar month, there shall be at least one weekday that is an unpaid day off.

C. One day in the school year between the first semester and second semester will be a paid work day for teachers, without students in attendance. First semester grades shall not be due before the completion of this work day.

D. The last day of school shall be a half-day teacher work day. The second half of this contract day will be considered fulfilled on graduation day. Teachers will be expected to attend and participate in the graduation ceremony unless a valid reason is submitted to and approved by the Superintendent. Every reasonable effort will be made to schedule graduation on a day no later than the last teacher work day, unless circumstances require alternate arrangements to satisfy attainment of required hours for attendance of students district-wide.

E. One hundred eighty (180) days when students are in attendance. The equivalent of two (2) of the one hundred eighty (180) days shall be allotted for parent-teacher conferences.

F. In the event the calendar must be adjusted for the purposes of making up calamity days with students in attendance, the stipulations of paragraphs A.-E. above may be ignored as needed at the discretion of the Superintendent. This paragraph shall not be construed such that staff will be required to make up days with no students in attendance.

17.03 Calamity Days

A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility

unfit for instructional use. Teachers will not be required to report to work on days when the district has cancelled classes for students.

ARTICLE XVIII
MANAGEMENT RIGHTS (BOARD OF EDUCATION RIGHTS)

The Board hereby retains and reserves unto itself, without limitations the right to manage the school system.

The exercise of the foregoing right, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

ARTICLE XIX
PRINTING OF MASTER CONTRACT

The Board shall make an electronic copy of the Master Contract available to all employees. Additionally, there shall be one original printed signed copy of the Master Contract provided to each of the following: Association President, OEA Labor Relations Consultant, Superintendent and Board Attorney.

ARTICLE XX
PARENT-TEACHER CONFERENCES

20.01 The district shall schedule the equivalent of two (2) work days for parent-teacher conferences during the duty day or evening each school year. These can be scheduled during the duty day or evening. The one-half (1/2) days count toward two (2) required teaching duty days.

20.02 If parent-teacher conferences are scheduled in the evening, bargaining unit members will be off duty the equivalent amount of time during the school year as per the district's annual Master Calendar.

ARTICLE XXI
POLICY ON DRUG-FREE WORKPLACE

No employee of the Adena Local School District engaged in work or while in the work place shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as 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; any school employee in charge of students 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 Adena Local School District.

As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than ten (10) days after such conviction.

An employee who violates the terms of this policy shall enroll in, participate in and complete a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll in, participate in, and complete such program or if the employee has previously violated this policy, or if the violation of this policy results in criminal charges being filed against the employee, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

In compliance with Federal Drug-Free Workplace Act of 1989. 54 C.F.R. 4946 (1989)

ARTICLE XXII
LOCAL PROFESSIONAL
DEVELOPMENT COMMITTEE (LPDC)

In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Adena School District in accordance with the following provisions:

22.01 The purpose of the committee shall be to oversee, review, and approve professional development plans of course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the District, and any other activity established by law for LPDCs.

22.02 The committee shall be composed of seven members: four (4) teachers, one (1) principal, and two (2) other administrators. Terms shall be for two (2) years each, except that initial selection of two (2) teachers and one (1) administrator shall be for three (3) year terms.

22.03 Teacher members shall be selected by the AEA.

22.04 Administrator members shall be selected by the Superintendent.

22.05 The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.

22.06 The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.

22.07 If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

22.08 The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation and release time shall be provided to members of the LPDC to complete the necessary functions in compliance with the law. The

amount shall be recommended by the LPDC no later than September 1, 1998, and shall be subject to approval by the Association and the Board. Compensation for the LPDC members shall be set at $850 per year, payable in two equal installments in December and June. The chair shall receive $1,000 paid according to the procedure of this section.

22.09 The LPDC shall adopt as part of its guidelines the language of state law regarding administrator renewals in that, upon specific request of the affected administrator to have a majority of administrators vote on his/her IPDP for certificate renewal, and that such majority shall be obtained by reducing the voting teacher members on the LPDC.

ARTICLE XXIII
EMPLOYMENT OF RETIRED TEACHERS

23.01 Employment

Teacher retirement followed by employment with the Board of Education assumes that both the Board and teacher will benefit. The Board will gain through savings and reduced salary and benefits. The teacher will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (employment of retired teachers) the following provisions shall apply.

23.02 Salary

Retired teachers employed by the Board shall be placed on the teachers' salary schedule at step "0" and advance in typical fashion from step to step progress only to step 10. No more than seven (7) of the certified staff being made up of rehired retired teachers, except that the seven (7) limitation shall not apply if after reasonable effort the Board can find no qualified person to fill the position.

23.03 Contract of Employment

Retired teachers who are employed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

23.04 Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts and will remain at their current placement/experience on the supplemental salary schedule, with the ability to advance in typical fashion.

23.05 Leaves of Absence

Retired teachers employed by the Board shall receive sick leave (including bonus) and personal leave in accordance with Article IV of this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave. Retired teachers employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in Article IV of this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

23.06 Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

23.07 Evaluation Procedures

Retired teachers hired by the Board shall be evaluated by the same procedures set forth in the negotiated contract between the Association and the Board that is used to evaluate all teachers in the district.

23.08 Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

23.09 Insurance

Retired teachers employed by the Board must accept insurance benefits available through other sources before and instead of electing coverage through the Board of Education. If a retired teacher who is employed by the Board has no other insurance available, the retired teacher must enroll in the Board's plan.

23.10 Academic Stipend

Retired teachers employed by the Board are not eligible for academic stipend.

23.11 Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16 and 3319.17, the terms of this article prevail and will be applied to retired teachers employed by the Board.

ARTICLE XXIV
STUDENTS WITH SPECIAL NEEDS

Bargaining unit members shall not perform any medical procedures for students unless the bargaining unit member volunteers to be trained for one or more specific delegated medical tasks detailed in RC 3313.713 and/or RC 3313.7112. The District shall provide such training for the delegated medical tasks in accordance with the same Revised Code sections.

ARTICLE XXV
PROFESSIONAL SUPPORT

25.01 General Provisions

A. There shall be a Resident Educator Program adopted by the Adena Education Association and the Adena Local School Board of Education.

B. Any revisions in the program shall be based on the recommendations of the joint Association and Board committee, and subject to State Board of Education guidelines.

C. The parties shall work collaboratively to secure grants and other resources for the Resident Educator Program.

25.02 Resident Educator Program Development and Screening Committee

A. A committee comprised of three (3) teachers appointed by the Association and at least one (1) administrator will meet to maintain the Resident Educator Program and will also act as a screening committee to select teachers who will act as Mentor teachers.

B. The committee will also have the responsibility to develop criteria and evaluate applicants for the position of Lead Mentor.

C. The selection criteria for selecting Mentors shall be in accordance with criteria established by the State Board of Education.

D. All Mentor applicants shall have completed Mentor training, or other required training, and Orientation prior to mentoring/coaching.

E. Participation as a Mentor teacher shall be a voluntary commitment for a one-year period. Mentor assignments shall be on a rotating basis so that all members may participate.

F. A Mentor may resign in the case of an identified personal emergency that would require the Mentor's withdraw from the program or in the case of a Mentor/Resident Educator relationship that has been deemed, by mutual agreement of the Mentor and Resident Educator, to be unworkable.

25.03 Resident Educator Regulations

All Resident Educators in their first year in the district shall be required to participate in the Resident Educator Program.

25.04 Responsibilities

A. All Mentors shall meet with their Resident Educator on a regular basis.

B. Due to the importance of the Mentor/Resident Educator relationship, no Mentor will be assigned to more than one Resident Educator.

25.05 Protections

A. All interactions, written and/or verbal, shall be confidential between the Mentor and the Resident Educator.

B. No Mentor shall participate in any formal or informal contractual evaluation of a Resident Educator.

C. No Mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Resident Educator.

D. Other than a notation to the effect that a teacher has served as a Mentor teacher, the teacher's activities as a Mentor shall not be part of the teacher's evaluation.

25.06 Attendance at Training Sessions

A. Teachers who apply for and are accepted and complete Mentor training shall be paid an hourly academic stipend at the Supplemental Hourly Rate, as identified in Section 9.03 or college credit (if available).

B. Mentors shall be paid a stipend of $800.00 upon completion of that year as a Mentor.

C. Lead Mentors shall be paid either a stipend of $100.00 per each pair (mentor/resident educator) or $800.00, whichever is greater, upon completion of that year as a Lead Mentor.

D. Teachers selected as Mentor teachers, at their option, may attend additional mentor/coaching activities as approved by the administration.

E. Days/meetings scheduled beyond the requirements herein shall be optional for the Mentor and Resident Educator.

ARTICLE XXVI
TERM OF AGREEMENT

The term of this Agreement shall begin July 1, 2026 and shall end June 30, 2028.

AGREED TO BY:

ADENA EDUCATION ASSOCIATION

Holly Adams

President

Date 4-15-26

ADENA ADMINISTRATION

Superintendent

Date 4/14/26

_____

President

Date _____

APPENDIX A

GRIEVANCE FORM

ADENA LOCAL SCHOOLS

NAME OF PERSON FILING GRIEVANCE _____

SCHOOL_____DATE_____

Nature of Grievance (This should be a concise statement of the facts upon which the grievance is filed, a reference to the specific provision of the Master Agreement allegedly violated, misinterpreted or misapplied, the date of the alleged violation, and the relief sought.) Additional information may be attached as needed.

Level 1 – Response

_____

_____

_____

_____

_____

Level II – Response

_____

_____

_____

_____

_____

Level III – Response

_____

_____

_____

_____

_____

APPENDIX B

ADENA LOCAL SCHOOLS

CERTIFICATION OF SICK LEAVE ABSENCE

Sick leave may be used in Full, Half-day or Quarter-day Increments

(This certificate to be attached to payroll affected by the absence)

Date _____

To the Board of Education:

Attention: _____, Treasurer

I was absent from regular duty for a total of _____days/trips beginning

(List Dates) _____

Please indicate reasons by placing a check mark (✓) in one of the spaces provided below that applies to your reason for absence.

4.012 Provisions of Sick Leave

_____ A. Sick leave may be used for personal illness of an employee, pregnancy-related disability, injury, and exposure to contagious disease which could be communicated to others.

_____ B. Sick leave may be used for absence due to illness, pregnancy-related disability, injury, quarantine or death in the employee's immediate family.

Members of the immediate family shall be defined as follows; grandparents, spouse, children, father, mother, brother, sister, in-laws, or other persons who have assumed a similar position the teacher/employee, regardless of residence.

Attending Physician (if any) _____

Address of Physician _____

Phone Number _____ Dates Attended _____

I understand that if all or any portion of my salary is allowed for the above absence, same will be charged to the present balance of my accumulated sick leave. I further understand that the signing and filing of this record shall be a certification by me that the facts and statements contained herein are true and correct. I agree that my use of sick leave shall comply with Article 4.01 of the Master Agreement.

_____ _____

School Signature of Employee

_____ _____

Certified by: Superintendent Name of Employee (Please Print)

_____

Name of Substitute (If Known)

APPENDIX C
ADENA LOCAL SCHOOLS
SICK LEAVE TRANSFER FORM

Dear

This letter is to certify that I, _____an employee of
(Print Name)
the Adena Local Schools, hereby contribute _____ day(s) of my accrued and unused sick leave days to _____, a current employee of the Adena Local Schools.

I understand that this transfer of sick leave days is irrevocable and I hereby waive any rights or claims that I might have had to the number of days indicated above. Further, I agree that my current sick leave accumulation shall be immediately reduced by the day(s) specified above.

Thank you.

Sincerely,

_____	_____
Signature of Employee	Signature of the Witness
_____	_____
Employee Name – Printed	Witness Name – Printed
_____	_____
Employee Address	Witness Address
_____	_____
Date	Date

APPENDIX D

ROSS COUNTY
IRN: 049494
STRS: 7102

ADENA LOCAL SCHOOL DISTRICT
3367 COUNTY ROAD 550
FRANKFORT, OH 45628
SCHOOL YEAR 2026-2027

TEACHER SALARY SCHEDULE
BASE RATE $ 44,243

		BACHELOR'S		BACHERLOR'S		MASTER'S		MASTER'S
EXP.	INDEX	DEGREE	INDEX	+15	INDEX	DEGREE	INDEX	15
0	1.000	$44,243	1.038	$45,924	1.095	$48,446	1.133	$50,127
1	1.043	$46,145	1.086	$48,048	1.148	$50,791	1.191	$52,693
2	1.086	$48,048	1.134	$50,172	1.201	$53,136	1.249	$55,260
3	1.129	$49,950	1.182	$52,295	1.254	$55,481	1.307	$57,826
4	1.172	$51,853	1.23	$54,419	1.307	$57,826	1.365	$60,392
5	1.215	$53,755	1.278	$56,543	1.36	$60,170	1.423	$62,958
6	1.258	$55,658	1.326	$58,666	1.413	$62,515	1.481	$65,524
7	1.301	$57,560	1.374	$60,790	1.466	$64,860	1.539	$68,090
8	1.344	$59,463	1.422	$62,914	1.519	$67,205	1.597	$70,656
9	1.387	$61,365	1.47	$65,037	1.572	$69,550	1.655	$73,222
10	1.43	$63,267	1.518	$67,161	1.625	$71,895	1.713	$75,788
11	1.473	$65,170	1.566	$69,285	1.678	$74,240	1.771	$78,354
12	1.516	$67,072	1.614	$71,408	1.731	$76,585	1.829	$80,920
13	1.559	$68,975	1.662	$73,532	1.784	$78,930	1.887	$83,487
14	1.602	$70,877	1.71	$75,656	1.837	$81,274	1.945	$86,053
15	1.645	$72,780	1.758	$77,779	1.89	$83,619	2.003	$88,619
20	+$500	$73,280	+500	$78,279	+500	$84,119	+500	$89,119
25	+$250	$73,530	+250	$78,529	+250	$84,369	+250	$89,369
30	+$250	$73,780	+250	$78,779	+250	$84,619	+250	$89,619

ROSS COUNTY
IRN: 049494
STRS: 7102

ADENA LOCAL SCHOOL DISTRICT
3367 COUNTY ROAD 550
FRANKFORT, OH 45628
SCHOOL YEAR 2027-2028

TEACHER SALARY SCHEDULE
BASE RATE $ 45,128

EXP.	INDEX	BACHELOR'S DEGREE	INDEX	BACHERLOR'S +15	INDEX	MASTER'S DEGREE	INDEX	MASTER'S 15
0	1.000	$45,128	1.038	$46,843	1.095	$49,415	1.133	$51,130
1	1.043	$47,069	1.086	$49,009	1.148	$51,807	1.191	$53,747
2	1.086	$49,009	1.134	$51,175	1.201	$54,199	1.249	$56,365
3	1.129	$50,950	1.182	$53,341	1.254	$56,591	1.307	$58,982
4	1.172	$52,890	1.23	$55,507	1.307	$58,982	1.365	$61,600
5	1.215	$54,831	1.278	$57,674	1.36	$61,374	1.423	$64,217
6	1.258	$56,771	1.326	$59,840	1.413	$63,766	1.481	$66,835
7	1.301	$58,712	1.374	$62,006	1.466	$66,158	1.539	$69,452
8	1.344	$60,652	1.422	$64,172	1.519	$68,549	1.597	$72,069
9	1.387	$62,593	1.47	$66,338	1.572	$70,941	1.655	$74,687
10	1.43	$64,533	1.518	$68,504	1.625	$73,333	1.713	$77,304
11	1.473	$66,474	1.566	$70,670	1.678	$75,725	1.771	$79,922
12	1.516	$68,414	1.614	$72,837	1.731	$78,117	1.829	$82,539
13	1.559	$70,355	1.662	$75,003	1.784	$80,508	1.887	$85,157
14	1.602	$72,295	1.71	$77,169	1.837	$82,900	1.945	$87,774
15	1.645	$74,236	1.758	$79,335	1.89	$85,292	2.003	$90,391
20	+$500	$74,736	+500	$79,835	+500	$85,792	+500	$90,891
25	+$250	$74,986	+250	$80,085	+250	$86,042	+250	$91,141
30	+$250	$75,236	+250	$80,335	+250	$86,292	+250	$91,391

APPENDIX E

Schedule of Dental Benefits

Annual Deductible

$25.00 per person single
$50.00 per family

Benefit Percentage (after deductible)

Class "A"*
100% after deductible

Class "B"*
80%

Class "C"*
60%

*Refer to contract pages 38-39 for details of Classes "A," "B," and "C."

Annual maximum per year for classes "A," "B," and "C" is $1,500.

Orthodontia
60%
Lifetime maximum for Orthodontia is $1,000

Eligible dependents are spouse and/or unmarried children under age 19 or age 25 if full-time student attending an accredited school.

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