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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**ADA EXEMPTED VILLAGE BOARD OF EDUCATION**

**AND**

**ADA CLASSIFIED ASSOCIATION**

**ADA EXEMPTED VILLAGE SCHOOLS**

**ADA, OHIO**

**EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2016**

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## **ARTICLE 1. SCOPE OF THE AGREEMENT**

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

## **ARTICLE 2. RECOGNITION**

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

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

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

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

## **ARTICLE 3. DEFINITIONS**

1. "Association" means the Ada Classified Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.
2. "Board" means the Board of Education of the Ada Exempted Village School District that is a party to this Agreement.
3. "Days" means calendar days except when otherwise indicated in this agreement.
4. "District" means the employer known as the Ada Exempted Village School District.
5. "Employee" means a person who is a member of the bargaining unit as defined in Article 2 of this Agreement.
6. "Employer" means the same as "District" or "Board."
7. "Immediate Supervisor" means the supervisor to whom the employee reports directly.
8. "N.E.A." means the National Education Association.

9. "A.C.A." means the Ada Classified Association.
10. "O.E.A." means the Ohio Education Association.
11. "Full-time employee" means a bargaining unit employee who is under contract with the Board for a full time position which consists of being regularly scheduled to work each week not less than 30 hours per week.
12. "Part-time employee" is a bargaining unit employee who is regularly scheduled to work less than 30 hours per week.
13. "Contract status" means limited or continuing contract.
14. 12 Month Contract Period is from July 1 through June 30.
15. 10 Month Contract Period beginning ten (10) work days prior to the opening day of classes and continuing for a ten (10) month period.
16. Nine (9) Month Contract Period beginning with the first day of classes and ending on the last day of classes for the school year, except for cafeteria employees who are required to work one and one-half days before classes begin and one-half day after classes end.

#### **ARTICLE 4. NEGOTIATION PROCEDURE**

##### **A. Good Faith Negotiations**

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

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

##### **B. Directing Requests**

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

##### **C. Negotiation Meetings**

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

#### D. Representation

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

#### E. Information

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

#### F. While Negotiations are in Progress

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

#### G. Agreement

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

#### H. Disagreement

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

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

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

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

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

#### I. Interim Bargaining

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

#### J. Dispute Settlement Procedure

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

### **ARTICLE 5. GRIEVANCE PROCEDURE**

#### A. Definitions

1. A grievance procedure is a method by which one or more members of the bargaining unit, the Association or the Association representing a group of bargaining unit members, may present a grievance without fear or reprisal and obtain a fair hearing at progressively higher levels.
2. A grievance is an alleged violation, misinterpretation, or misapplication of one or more terms of the contract.
3. The grievant may be one or more members of the bargaining unit or the Association representing one or more members of the bargaining unit.
4. A class action grievance may be filed by one or more grievants if the grievances arise out of the same or similar circumstances.
5. The parties in interest shall mean the grievant and any person who might be required to act or against whom action might be taken in order to resolve the grievance.

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

#### B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of a grievant to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association provided the adjustment is not inconsistent with the terms of this contract and signed by the Association President.
2. Representation of the parties in interest may be by any person(s) of their choosing at Steps 2 through 3.
3. The Association shall receive notice of each meeting held to resolve the grievance, and shall be given a copy of the recommended disposition of such grievance at each step.
4. No notation of the fact that an employee filed a grievance shall be placed in his/her personnel file except as may be necessary to amend, rescind, or clarify any record which is lawfully contained in such file. The fact that an employee filed a grievance shall not be the basis for any recommendation, reemployment, or other employment. Neither the grievant nor any employee who is a representative or officer of the Association shall be discriminated against or subject to reprisal because he/she followed this grievance procedure.
5. If a grievance is not initiated within fifteen (15) days after the aggrieved has knowledge of the event or condition on which the grievance is based, the grievance shall be considered waived.
6. A grievance may be withdrawn at any level without prejudice.
7. Individual grievances may be filed at Level 2 and/or 3 if the parties in interest agree that decision on the issue does not fall within the scope of authority attained at the lower levels.
8. The number of days indicated at each step is considered a maximum. Time limits specified herein may be altered by mutual agreement of the parties.
9. If a decision on the grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
10. Failure at any step of these procedures to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.
11. Should the parties agree to an extension of any time limits, such extension shall be in writing, signed and dated by both parties.
12. As provided in Ohio Revised Code section 4117.03, employees have the right to representation by the Association and the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the agreement and as long as the Association has the opportunity to be present at the adjustment and the agreement signed by the Association President.

### C. Grievance Procedure

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

#### Step 1.

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

#### Step 2.

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

#### Step 3.

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

#### Step 4.

If the Step 3 mediation does not resolve the grievance, the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been received within the time period provided in Step 2, the grievant may submit such grievance to the Association. The Association has the exclusive right to proceed to arbitration. The Association's Grievance Committee will review the grievance and render a decision to the grievant within ten (10) working days as to whether or carry the grievance to the Association. The Association has the exclusive right to proceed to arbitration. The Association's Grievance Committee will review the grievance and render a decision to the grievant within ten (10) working days as to whether or carry the grievance to arbitration by completion of the grievance report from Step 3, and file same with the Board with ten (10) working days of the receipt of the disposition of the Superintendent or the end of the time period in Step 2. Within the next five (5) working days, the American Arbitration Association shall be requested by the Association to submit a list of seven (7) arbitrators within seven (7) working days. After receiving the list, the parties shall then choose an arbitrator by the alternate strike method until one (1) name remains as the Arbitrator chosen by the parties. If both parties agree to strike the seventh (remaining) name, a second list will be requested. The party requesting arbitration may strike the first name from the list(s).

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

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

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

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

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

#### **ARTICLE 6. ASSOCIATION RIGHTS**

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

A. Board Agenda/Minutes

Board agenda (2 copies) and minutes of each Board official meeting (1 copy) would be made available at the same time it is made available to the Board.

B. Bulletin Boards

Use of bulletin boards in bus garage and cafeteria.

C. Announcements

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

D. Use of Building

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

E. Copy Machines

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

F. Staff Meeting Announcements

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

G. Business on School Property

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

H. Representation

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

I. Address Board Meetings

The right to address the Board at Board meetings.

J. Labor Management Council

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

K. List of Financial Forms - (G.F.A.)

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

## ARTICLE 7. EMPLOYEE RIGHTS

A. Tuition Free Attendance

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

B. Payroll Deductions

1. Payroll deduction for membership dues and fees shall be deducted in twelve (12) installments from the first paycheck in each month for each employee who gives written authorization for such deduction.
2. The Treasurer of the A.C.A. will notify the Treasurer of the Board of Education as to the amount of deduction for dues/fees no later than September 10. Deduction of dues/fees will be paid to the A.C.A. Treasurer by the Treasurer of the Board of Education on the same day the employee's paycheck is issued.
3. The A.C.A. agrees to supply the number of members each year to the Board of Education Treasurer.
4. The Treasurer will also provide for the Association a list of employees and the amount that employee is having deducted for items pertaining to A.C.A... These would include deductions for dues and for EPAC contributions. The Treasurer, upon written authorization by the employee, will deduct employee contributions for insurance available through the collective bargaining agreement, SERS, savings bonds, scholarships, EPAC, supplemental insurance, annuities, and United Way.
5. Each employee is strongly encouraged to have paychecks direct deposited. Employees hired after July 1, 2011 will be required to have paychecks direct deposited.

C. Number of Pays Per Year

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

D. Personnel Files

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

1. One personnel file for each employee will be accurately maintained in the superintendent's office.
2. In addition to the application for employment and references, personnel files will contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be required by state or federal law or considered pertinent.
3. All personnel records of individual employees of the Board will be considered confidential. Access to personnel records will follow Ohio Revised Code. The Superintendent will take the necessary steps to safeguard unauthorized use of all confidential material.
4. Each employee will have the right, upon request, to review the contents of his/her own personnel file. One copy of each item in the file may be made at no cost to the employee. Such request will be made to the superintendent or designee and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice or he/she may, in writing, give permission for his/her representative to inspect this file.
5. Employees may make a written rebuttal to any information contained in the file within ten working days after the employee reads the information. Any written objection must be signed by the staff member and will become part of the employee's personnel file.
6. The employee shall be informed of any complaint by any administrators, by a parent, student, or any other person which is directed toward them if such will become a matter of record. The employee shall have the right for inspection, rebuttal and a hearing with the superintendent to have the matter expunged if it is proven false, irrelevant, inaccurate or not timely.
7. Each entry into the personnel file shall be signed and dated by the person making the entry and the employee shall be notified of such entry. Nothing of an anonymous nature will be placed in the file.

**ARTICLE 8. WORK DAY/WORK YEAR**

A. Work Day

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

B. Work Load

When extra services of non-certificated employees are needed, the work will be offered first to a bargaining unit employee who is qualified.

C. Calamity Days/Delays

Custodians will be required to work on calamity days. On calamity day delays, cafeteria workers and secretaries report at regularly scheduled time, if possible.

D. School Calendar

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

## ARTICLE 9. VACANCIES

A. Employee Requests for Transfer to Vacant Position

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

B. Vacancies

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

The Superintendent shall post in the Superintendent's office a list of the vacancies, promotional positions, and new positions when the vacancy is officially announced. A vacancy will be posted for ten (10) days. Application for these vacancies must be made within this ten-day posting period.

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

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

## ARTICLE 10. REDUCTION IN FORCE

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

- I. Thirty days before the Board makes the final decision that a RIF will occur, the Board will notify the Association with a list of positions to be eliminated and a list of employees who will be affected. The Association has the right to discuss and question the decision.
- II. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. The contracts to be suspended will be chosen as follows:
  1. All employees will be placed on a seniority list for each area of work for which they are properly qualified.
  2. Seniority will be defined as the length of continuous service as a full-time or part-time bargaining unit employee under contract in this district.
    - a) Board approved leaves of absence will not interrupt seniority but time spent on such a leave shall not count toward seniority.
    - b) If two or more employees have the same length of continuous service, seniority will be determined by:
      - (1) the date of the Board meeting at which the employee was hired, and then by
      - (2) the date of application.
      - (3) any remaining ties will be broken by lot.
- III. The names of employees whose contracts are suspended in a reduction in force will be placed on a recall list for up to 30 months from the date the reduction takes effect. For recall purposes, a half-time employee may be recalled for a half-time position and a full-time employee may be recalled to full-time position. With the above exceptions, each employee will remain on the recall list until the earlier of the following:
  1. He/she has been recalled.
  2. He/she does not accept recall by responding in writing to the Superintendent within seven calendar days of receipt of the recall letter.
  3. 24 months from the effective date of the reduction, or
  4. He/she notifies the Superintendent in writing to remove his/her name from the list.
- IV. Employees on the recall list will have the following rights:
  1. No new employees will be employed by the Board while there are employees on the recall list who are qualified for the vacancy.
  2. Employees on the recall list will be recalled in order of seniority for vacancies in areas for which they are qualified.
  3. When filling a vacancy, the Board will send the certified announcement to the last known address of the employee on the recall list who is qualified. It is the employee's responsibility to keep the Board informed of a current address.
  4. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, contract status, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

## ARTICLE 11. VACATION & HOLIDAYS

### A. Vacation

#### 1. Employees on 12 Month Contracts

1-9 years experience: 2 weeks

10-14 years experience: 3 weeks

15 or more years experience: 4 weeks

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

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

#### 2. Employees on 10 Month Contracts

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

#### 3. Employees on 9 month contracts (180/182 days) do not earn vacation.

### B. Holidays

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

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Monday after Easter Sunday

Memorial Day

Fair Day \*

4th of July

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas

Extra Day at Christmas

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

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

## ARTICLE 12. LEAVES OF ABSENCE

### A. Sick Leave

Sick leave is earned at the rate of 1 and 1/4 days per month or 15 days per year cumulative to a maximum of 248.

The Board may advance an employee up to five (5) days sick leave if needed. Should an employee utilize all of his/her sick leave days, then no longer be employed by the Board prior to the expiration of that yearly contract, appropriate wage deductions for any advance in sick leave will be made.

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

- a. For purposes of illness or injury and death, immediate family shall be defined as parents, grandparents, spouse, spouse's parents and grandparents, children, step-children, brothers, sisters, grandchildren, or any member of the family unit living in the same household and any in-laws bearing any of these relationships.
- b. Sick leave shall be limited to three (3) days per occurrence, for death of aunt, uncle, niece, nephew, first cousins and in-laws bearing any of these relationships.
- c. Funeral leave requiring more than three (3) days absence or deaths outside of the definition for immediate family would qualify as personal leave, or vacation days, in the case of twelve month employees.

Bargaining unit members on sick leave or expected to be on sick leave for a duration of ten (10) or more days will provide the Superintendent a certification from a physician and information concerning the prospects of a return to work as soon as possible.

#### Sick Leave Option

- a. A sick leave donation program is established to assist employees who suffer a accident or long-term illness or injury not job related or whose spouse, son, daughter, mother or father suffers an accident or long-term illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.
- b. If an employee desires to make use of the sick leave donation program and the conditions below are met, then the employee may request through the Association that sick leave days be transferred from other bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, for what dates, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee(s) involved authorizing the Board Treasurer to transfer the days.
- c. The sick leave donation program can be utilized by an employee only if all of the following conditions are met:
  - i. A doctor certifies in writing that a long-term medical injury or illness exists. Upon receipt of the doctor's certification, the Superintendent will determine the eligibility for the sick leave donation program. Examples of a long-term injury or illness include cancer or a paralyzing ski accident. Examples of injuries or illnesses that would not be considered include pregnancy (with or without complications) or a broken bone.
  - ii. The injury or long-term illness must require the employee to take at least 20 days off.

- iii. The employee must have worked for the Board for at least one school year.
- iv. All sick leave donations must be voluntary.
- v. Donations from an employee must be in units of one (1) day.
- vi. The employee must not have applied for disability retirement.
- vii. Unless otherwise approved by the Superintendent and the Board of Education, no more than thirty (30) days total sick leave can be donated.
- viii. Unless otherwise approved by the Superintendent, no more than five (5) days total sick leave can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to fifteen (15) days or less.
- ix. Prior to receiving sick leave donation, the employee must have exhausted his/her own sick leave and personal leave.
- x. The sick leave donated shall be paid at the rate earned by the recipient. Any part time employee who donates sick leave will donate at a rate of one (1) day to a one-half (1/2) day for a full time employee.
- xi. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave day(s).
- xii. If the number of sick leave days donated exceeds the number of sick leave days used by the donee, the extra days will be lost and will not be returned to the donors.

#### B. Personal Leave

A maximum of three (3) unrestricted personal leave days can be granted each contract year to each full-time employee. Part-time employees can be granted the equivalent of three (3) of their working days as personal leave.

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

Advance notice should be given except in emergencies. Any employee applying for personal leave must sign a personal leave form indicating that personal leave is requested.

Personal leave should not be taken before or after a holiday, unless it is being used for an activity that cannot be done at any other time.

The personal leave form will go to the immediate supervisor and then be forwarded to the Superintendent for approval.

Each contract employee will receive one days' pay for each unused personal leave day. This bonus will be paid in a stipend at the conclusion of each contract year.

### C. Assault Leave

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

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

### D. Parental Leave

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

### E. Military Leave

The Board will comply with ORC 3319.14 and any applicable Federal law when granting a leave of absence for military duty. Upon returning, the bargaining unit employee shall be reemployed under the same type of contract or comparable contract as he/she last held in the District. Upon application, the employee shall be reemployed within 30 days. For the purposes of

seniority and placement on the salary schedule, years of absence shall be counted as though service had been performed during such time.

#### F. Court Leave

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

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

#### G. Unpaid Leaves of Absence

All requests for unpaid leaves of absence shall be submitted at least 72 hours in advance of the day or days requested except in extenuating circumstances.

An unpaid leave of absence shall be given for up to a maximum of ten (10) days for special reasons as approved by the Superintendent.

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

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

A leave of absence for up to one year may be granted by the Board to members of the bargaining unit for reasons set forth in ORC 3319.13.

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

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

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

#### H. Other Leaves

The Board may grant a leave of absence for any other reason deemed appropriate.

#### I. Returning from Leave

1. If an employee goes on leave and is replaced by a temporary employee, then the returning employee shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave; the returning employee shall be affected by any transfers the same as though he/she had never gone on leave.
2. If the position that an employee held when he/she went on leave no longer exists when he/she returns from leave, or was filled by another employee within the District at the time he/she went on leave, then the employee returning from leave shall be accorded all of the rights and privileges that are afforded any other employee being involuntarily transferred.

### **ARTICLE 13. INSURANCE PROVISIONS**

#### A. Hospitalization

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

From July 1, 2013 until December 31, 2013, the PPO Plan (the "low deductible plan") will be Board paid at 90% family and 95% single of the total PPO Plan premium. Beginning January 1, 2014, the following provisions will be followed:

- a. Health Savings Account Plan (HSA) will be Board paid at 100% family and 100% single of the total HSA Plan premium. While enrolled in the Health Savings Account, the Board will contribute \$1,500 for a single or \$3,000 annually for a family plan for each employee's Health Savings Account. The Board will pay this employer contribution as follows: 2/3<sup>rd</sup> (\$1,000 or \$2,000) on January 15<sup>th</sup> and 1/3<sup>rd</sup> on September 15<sup>th</sup>. However, any employee who leaves employment prior to September 15<sup>th</sup> whether through resignation, retirement or otherwise, shall not be entitled to the September 15<sup>th</sup>

payment and will pay back \$250 (single) or \$500 (family) Board contribution from the January 15<sup>th</sup> payment.

- b. The PPO Plan will be Board paid at 100% family and 100% single of the total Health Savings Account (HSA) premium.
  - c. The optional PPO will be Board paid at 100% family and 100% single of the total Health Savings Account (HSA) premium.
  - d. The Spousal Coverage Agreement as offered by the Hardin County Schools Group Insurance Consortium will be effective on January 1, 2014.
2. Part-Time Employees: For part-time employees who qualify for and elect the single or family hospitalization plan, the Board will pay 45% of either total premium.
  3. Any employee defined in paragraph 1 above who waives health insurance shall receive an annuity or payment into a qualified health savings account (H.S.A.) of \$2,000 per year. The annuity or payment into a H.S.A. will be payable in June. The annuity payment will be made on the last paycheck in June to an annuity provider chosen by the employee from a Board approved list of providers.
  4. Eligibility Clause: Provided the insurance carrier agrees: All employees' insurance will become effective on the date of hire as long as their application card is received within 30 days of their employment date. If any of the following life changing events occurs, the employee will become eligible on the date of that event as long as their application card is received within 30 days of the event: adoption, birth, death, divorce, marriage, loss of job (including lay-off) and loss of other group coverage. The one annual open enrollment period shall be during the month of October for an effective date of January 1 without medical evidence.
  5. The President of the Association shall receive a copy of the insurance contracts and any changes in those contracts that may occur during the life of this Agreement.

B. Life Insurance

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

C. Dental Insurance

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

D. IRS Section 125

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

E. Vision Plan

The Board shall provide each bargaining unit member with a single or family vision plan that includes the following benefits:

1. Eye Examination once every.....12 months
2. Lenses once every.....24 months
3. Frames once every.....24 months

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

F. Insurance Committee

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

**ARTICLE 14. WAGES**

A. Wage Schedule

The Board of Education agrees to increase salaries by 3.00% as of July 1, 2013 and 2.50% as of July 1, 2014 and 2.00% as of July 1, 2015.

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

Beginning with the 2004-2005 contract year all newly hired custodians will be paid on the salary schedule titled "Custodians-Hired on or after 7/1/04" (\$23,750 base salary-same index).

A bargaining unit member bus driver who reports to work and has not been notified of a cancellation of a scheduled extra-curricular event will be compensated for a minimum of one (1) hour.

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

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

B. Overtime

1. Calculation of Overtime  
Overtime shall be calculated in accordance with the Fair Labor Standards Act.
2. Overtime hours worked shall be paid at the rate of one and one-half times the employee's regular hourly rate.
3. No overtime shall be worked without the express permission of the employee's supervisor.

C. Severance Pay

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

1. Eligibility.

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

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

2. Benefit Calculation.

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

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

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

3. Accumulated Leave Plan

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

Once the payroll department has determined the payout amount, the total amount of payout will be designated on the Accumulated Leave Plan Payout Form and signed by the Treasurer (or designee). The ING Investment Advisor will meet with the employee

to determine the maximum that can be sheltered, to insure compliance with IRS regulations and to establish the employees Accumulated Leave Plan accounts. The maximum contributions as defined by the IRS code will override the Ada Exempted Village School District policy of paying the money out in the year of retirement, if necessary.

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

## ARTICLE 15. RETIREMENT

### Retirement Deductions/Reductions

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

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

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

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

### Early Retirement Incentive

For each year of the contract, the one-year early SERS Retirement Incentive Plan shall be available for up to 2 Bargaining Unit Members based on SERS seniority provided:

1. The classified employee provides a letter of intent to retire by March 15<sup>th</sup> of the year of proposed retirement to the Superintendent.
2. The classified employee provides a letter of retirement by April 15<sup>th</sup> of the year of retirement to the Superintendent.

## ARTICLE 16. DISCIPLINE AND DISCHARGE

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

- A. No employee shall be reduced in pay or position, suspended without pay, or removed except for just cause, including but not limited to violation of the terms of this Agreement, written policies of the Board, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance, or nonfeasance.
- B. The severity of the discipline, including discharge, shall take into account the nature of the cause, the employee's record of discipline, the employee's record of performance and conduct, and the employee's assessments and/or evaluations.
- C. Whenever the Superintendent or his designee determines that an employee may be disciplined for cause (including only suspension without pay, reduction, or termination) a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the allegation(s) against him and offer any documentation or witnesses on his behalf.
- D. Not less than 24-hours prior to the pre-disciplinary conference, the employee will be given a written outline of the charge(s) which may be the basis for the disciplinary action or discharge. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have a chosen representative present an oral or written statement in his defense; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.
- E. The Superintendent will notify the employee in writing within five (5) working days after the conclusion of the pre-disciplinary conference whether the Superintendent considers the charge(s) to be well founded and whether any discipline or discharge is to be imposed. The employee may appeal the Superintendent's decision to the Board within 5 working days after receipt of the Superintendent's decision. The Board shall meet within 5 working days after receipt of the employee's appeal and decide whether to uphold, modify or reject the proposed discipline or discharge.
- F. Disciplinary action and discharge may be appealed through the grievance procedure up to and including final and binding arbitration.
- G. The first forty-five (45) days on which an employee performs work during initial employment within the bargaining unit shall constitute a probationary period. The employer shall be free to suspend or terminate the employee's employment during such probationary period for any reason satisfactory to it. Any such suspension or termination of employment during such probationary period shall be final and shall not be subject to appeal as set forth in the preceding sections of this Article, to the grievance procedure of Article 5, or to challenge otherwise.

## ARTICLE 17. POLICIES

### A. Drug Free Workplace Policy

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

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

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

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

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

All employees shall receive a copy of this provision.

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

### B. Chronic Communicable Disease Policy

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

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

### C. No Smoking Policy

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

### D. Sexual Harassment Policy and Procedure

Sexual harassment is strictly prohibited in accordance with the law.

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

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

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

The procedure for processing sexual harassment complaints shall include:

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

## ARTICLE 18. EFFECT OF CONTRACT

### A. Maintenance of Standards

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

### B. Severability

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

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

### C. Amendment of Contract

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

### D. Non-Discrimination

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

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

**ARTICLE 19. TERM OF AGREEMENT**

The Board of Education of the Ada Exempted Village School District and the Ada Classified Association hereby agree that the items in this document be adopted effective July 1, 2013 and shall continue in full force through June 30, 2016.

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

In witness whereof, we, the undersigned representatives of the Board of Education and the Ada Classified Association, its officers and members have hereunto set our hands this 20<sup>th</sup> day of June, 2013.

**Ada Classified Association**

BY: David A. Auster  
President

Ann Friel  
Consultant

**Ada Exempted Village Board of Education**

BY: Tara M. Griffith  
President

Christy Beasler  
Treasurer

Dr. Suzanne Darmer  
Superintendent of Schools

VACATION DAYS USED

Name \_\_\_\_\_

S.S.# \_\_\_\_\_

Date

Vacation Time Used

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor



GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Procedural Steps

Submit to:

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

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

**GRIEVANCE REPORT**

Assignment

Name(s) of Grievants(s)

Date Filed

\_\_\_\_\_

**STEP I**

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP II

A. Position of grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

B. Date received by Superintendent of Schools: \_\_\_\_\_

C. Disposition by Superintendent of Schools: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP III

A. Position of grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Date received by A.C.A. Grievance Committee: \_\_\_\_\_

C. Disposition of A.C.A. Grievance Committee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP IV

A. Position of A.C.A. Grievance Committee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date received by Superintendent: \_\_\_\_\_

C. Date submitted to Arbitrator: \_\_\_\_\_

D. Disposition and award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ADA EXEMPTED VILLAGE SCHOOL DISTRICT  
REQUEST FOR PROFESSIONAL LEAVE

DATE(S) REQUESTED \_\_\_\_\_

EVENT \_\_\_\_\_

PLACE \_\_\_\_\_

PURPOSE \_\_\_\_\_

REIMBURSEMENT REQUESTED \_\_\_\_\_ Estimated Cost \_\_\_\_\_

PARTIAL REIMBURSEMENT REQUESTED \_\_\_\_\_ Estimated Cost \_\_\_\_\_

NO REIMBURSEMENT REQUESTED \_\_\_\_\_

REQUEST APPROVED – FULL REIMBURSEMENT \_\_\_\_\_

REQUEST APPROVED - PARTIAL REIMBURSEMENT \_\_\_\_\_

REQUEST APPROVED - NO REIMBURSEMENT \_\_\_\_\_

REQUEST NOT APPROVED \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

ADA EXEMPTED VILLAGE SCHOOL DISTRICT  
APPLICATION FOR PERSONAL LEAVE

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

I request the use of \_\_\_\_\_ personal leave(s) day(s) beginning at  
\_\_\_\_\_ a.m., and ending at \_\_\_\_\_ p.m. on \_\_\_\_\_  
Date

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Principal

\_\_\_\_\_ Date \_\_\_\_\_

Superintendent

ADA EXEMPTED VILLAGE SCHOOLS

TRANSFER REQUEST FORM

Name \_\_\_\_\_ Date \_\_\_\_\_

Present Position \_\_\_\_\_

Request Transfer To \_\_\_\_\_

My Qualifications Are \_\_\_\_\_

I have \_\_\_\_\_ years of experience at Ada Schools.

\_\_\_\_\_  
Signature



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

Overall rating in this category:

\_\_\_\_\_

Below  
Expectations

\_\_\_\_\_

Meets  
Expectations

\_\_\_\_\_

Exceeds  
Expectations

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

Overall rating in this category:

\_\_\_\_\_

Below  
Expectations

\_\_\_\_\_

Meets  
Expectations

\_\_\_\_\_

Exceeds  
Expectations

**SUPPORT STAFF SUMMARY EVALUATION REPORT**

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

Overall rating in this category:

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Below      Meets      Exceeds  
Expectations      Expectations      Expectations

Employee Comments:

Supervisor/Principal Comments:

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Principal

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

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

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

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Copies to: Evaluator, Employee and File

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

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

**Supervisor Comments related to Job Performance:**

**Employee Comments:**

**ADA EXEMPTED VILLAGE SCHOOL  
FOOD SERVICE EMPLOYEE EVALUATION FORM**

Name \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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

*Meets All Expectations*

*Meets Most Expectations*

*Does Not Meet Expectations  
(Improvement Needed)*

*Comments:*

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*Employee Comments:*

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*Employee Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

*Manager's Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

Ada Exempted Village School District  
 Salary Schedule  
 Bus Drivers

APPENDIX H

	3.00%	2.50%	2.00%	
<b>Regular</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>Indexes, as of July 1, 2006:</b>
0	8,456	8,667	8,840	Years 1-10 1.020
1	8,625	8,841	9,018	Years 11-30 1.060
2	8,797	9,017	9,197	
3	8,973	9,197	9,381	
4	9,153	9,382	9,569	
5	9,336	9,569	9,760	
6	9,523	9,761	9,956	
7	9,713	9,956	10,155	
8	9,909	10,157	10,360	
9	10,105	10,358	10,565	
10	10,307	10,565	10,776	
11	10,926	11,199	11,423	
15	11,581	11,871	12,108	
20	12,277	12,584	12,836	
25	13,014	13,339	13,606	
30	13,795	14,140	14,423	

	2013-14	2014-15	2015-16	
<b>Kenton</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>Indexes, as of July 1, 2006:</b>
0	9,998	10,248	10,453	Years 1-10 1.015
1	10,148	10,402	10,610	Years 11-30 1.045
2	10,300	10,558	10,769	
3	10,455	10,716	10,930	
4	10,612	10,877	11,095	
5	10,771	11,040	11,261	
6	10,932	11,205	11,429	
7	11,096	11,373	11,600	
8	11,262	11,544	11,775	
9	11,432	11,718	11,952	
10	11,604	11,894	12,132	
11	12,125	12,428	12,677	
15	12,670	12,987	13,247	
20	13,241	13,572	13,843	
25	13,836	14,182	14,468	
30	14,459	14,820	15,116	

	2013-14	2014-15	2015-16	
<b>Apollo</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>Indexes, as of July 1, 2006:</b>
0	12,494	12,806	13,062	Years 1-10 1.015
1	12,681	12,998	13,258	Years 11-30 1.045
2	12,871	13,193	13,457	
3	13,066	13,393	13,661	
4	13,259	13,590	13,862	
5	13,459	13,795	14,071	
6	13,661	14,003	14,283	
7	13,867	14,214	14,498	
8	14,075	14,427	14,716	
9	14,285	14,642	14,935	
10	14,500	14,863	15,160	
11	15,152	15,531	15,842	
15	15,834	16,230	16,555	
20	16,547	16,961	17,300	
25	17,292	17,724	18,078	
30	18,069	18,521	18,891	

Extra Trips	12.39	12.70	12.95
When needed :			
Apollo	29.99	30.74	31.36

Kindergarten route will be 1/2 regular pay  
 (wherever driver falls on schedule - 1 trip per day)

Town route or short route will be 1/2 regular pay  
 (wherever driver falls on schedule - 2 trips)

Ada Exempted Village School District  
 Salary Schedule  
 Custodians

**APPENDIX H**

**3.0%                  2.5%                  2.0%**

YEARS	2013-14	2014-15	2015-16
0	31,667	32,459	33,108
1	32,365	33,174	33,837
2	33,077	33,904	34,582
3	33,806	34,651	35,344
4	34,549	35,413	36,121
5	35,308	36,191	36,915
6	36,085	36,987	37,727
7	36,879	37,801	38,557
8	37,691	38,633	39,406
9	38,519	39,482	40,272
10	40,252	41,258	42,083
11	42,064	43,116	43,978
15	43,957	45,056	45,957
20	45,935	47,083	48,025
25	48,003	49,203	50,187
30	50,162	51,416	52,444

**Custodians - Hired on or after 7/1/2004:**

**3.00%                  2.50%                  2.00%**

YEARS	2013-14	2014-15	2015-16
0	29,054	29,780	30,376
1	29,694	30,436	31,045
2	30,348	31,107	31,729
3	31,015	31,790	32,426
4	31,698	32,490	33,140
5	32,396	33,206	33,870
6	33,107	33,935	34,614
7	33,837	34,683	35,377
8	34,580	35,445	36,154
9	35,342	36,226	36,951
10	36,932	37,855	38,612
11	38,594	39,559	40,350
15	40,331	41,339	42,166
20	42,146	43,200	44,064
25	44,042	45,143	46,046
30	46,023	47,174	48,117

**Indexes, as of July 1, 2006:**

**Years 1-9                  1.022**  
**Years 10-30              1.045**

Ada Exempted Village School District  
 Salary Schedule  
 Secretaries

**APPENDIX H**

**10 Month            3.00%            2.50%            2.00%**

	2013-14	2014-15	2015-16
0	22,060	22,612	23,064
1	22,611	23,176	23,640
2	23,176	23,755	24,230
3	23,755	24,349	24,836
4	24,349	24,958	25,457
5	24,958	25,582	26,094
6	25,581	26,221	26,745
7	26,221	26,877	27,415
8	26,878	27,550	28,101
9	27,548	28,237	28,802
10	28,927	29,650	30,243
11	30,373	31,132	31,755
15	31,891	32,688	33,342
20	33,485	34,322	35,008
25	35,160	36,039	36,760
30	36,918	37,841	38,598

**12 Month**

	2013-14	2014-15	2015-16
0	25,368	26,002	26,522
1	26,002	26,652	27,185
2	26,651	27,317	27,863
3	27,320	28,003	28,563
4	28,003	28,703	29,277
5	28,702	29,420	30,008
6	29,419	30,154	30,757
7	30,155	30,909	31,527
8	30,908	31,681	32,315
9	31,681	32,473	33,122
10	33,266	34,098	34,780
11	34,930	35,803	36,519
15	36,674	37,591	38,343
20	38,511	39,474	40,263
25	40,436	41,447	42,276
30	42,456	43,517	44,387

**Indexes, as of July 1, 2006:**

**Years 1-9            1.025**  
**Years 10-30        1.050**

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

**APPENDIX H**

**3.00%      2.50%      2.00%**

YEARS	2013-14	2014-15	2015-16
0	10.76	11.03	11.25
1	11.09	11.37	11.60
2	11.42	11.71	11.94
3	11.76	12.05	12.29
4	12.12	12.42	12.67
5	12.48	12.79	13.05
6	12.85	13.17	13.43
7	13.25	13.58	13.85
8	13.64	13.98	14.26
9	14.18	14.53	14.82
10	14.76	15.13	15.43
11	15.35	15.73	16.04
15	15.95	16.35	16.68
20	16.60	17.02	17.36
25	17.26	17.69	18.04
30	17.95	18.40	18.77

**Indexes, as of July 1, 2006:**

**Years 1-8            1.030**  
**Years 9-30        1.040**

Ada Exempted Village School District  
 Salary Schedule  
 Cafeteria Workers

**APPENDIX H**

**3.00%      2.50%      2.00%**

Years	2013-14	2014-15	2015-16
0	13,281	13,613	13,885
1	13,746	14,090	14,372
2	14,227	14,583	14,875
3	14,724	15,092	15,394
4	15,239	15,620	15,932
5	15,772	16,166	16,489
6	16,326	16,734	17,069
7	16,896	17,318	17,664
8	17,487	17,924	18,282
9	18,363	18,822	19,198
10	19,281	19,763	20,158
11	20,244	20,750	21,165
15	21,257	21,788	22,224
20	22,320	22,878	23,336
25	23,435	24,021	24,501
30	24,607	25,222	25,726

**Hourly**

Years	2013-14	2014-15	2015-16
0	10.77	11.04	11.26
1	11.14	11.42	11.65
2	11.55	11.84	12.08
3	11.94	12.24	12.48
4	12.36	12.67	12.92
5	12.78	13.10	13.36
6	13.24	13.57	13.84
7	13.71	14.05	14.33
8	14.17	14.52	14.81
9	14.89	15.26	15.57
10	15.64	16.03	16.35
30	16.42	16.83	17.17

**Indexes, as of July 1, 2006:**

**Years 1-8      1.035**  
**Years 9-30    1.050**