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NEGOTIATED AGREEMENT

BETWEEN THE

ADA EXEMPTED VILLAGE BOARD OF EDUCATION

AND

ADA EDUCATION ASSOCIATION

Ada Exempted Village Schools

Ada, Ohio

EFFECTIVE JULY 1, 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 Education Association. All rights that are not mentioned in the Agreement belong to the Ada Board of Education. The Association shall be given the opportunity to bargain prior to any changes affecting wages, hours, terms and other conditions of employment pursuant to Revised Code 4117.08. On those non-negotiable policy changes, additions or deletions the Board shall notify the Association.

ARTICLE 2. RECOGNITION

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

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

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

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

ARTICLE 3. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

12. "Full-time employee" means one who is under contract with the Board for a full time position which consists of not less than 7 1/2 hours per day 5 days per week, inclusive of lunch and preparation time.

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

ARTICLE 4. NEGOTIATION PROCEDURE

A. Good Faith Negotiations

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

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

B. Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted between 60 and 90 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 teacher workday. Time and dates as used in this Article may be changed by mutual agreement.

D. Representation

Negotiating teams consisting of up to three (3) representatives of the Board and up to three (3) representatives of the Association shall meet at mutually agreed times to bargain in good faith. In addition, the Board and the Association may engage a professional consultant at their own expense who may serve as a member of the negotiating team and each party may have a person present to take notes. Neither party will have more persons present at any bargaining session, whether those persons are at the table or observing. Other than what is specifically expressed in this Article, neither party in any negotiations shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary 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 provide the new Agreement and the Association will distribute a copy of the Agreement to each member of the bargaining unit within thirty (30) days after the Agreement is signed.

E. Information

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

F. While Negotiations are in Progress

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

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

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

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

G. Agreement

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

H. Disagreement

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

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

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

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

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

I. Interim Bargaining

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

J. Dispute Settlement Procedure

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

ARTICLE 5. GRIEVANCE PROCEDURE

A. Definitions

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

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

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

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

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

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

B. Rights and Restrictions

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

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

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

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

5. If a grievance is not initiated within fifteen (15) days after the aggrieved has knowledge of the event or condition on which the 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. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in a hardship to any of the parties, all parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible. Extensions of the time limits for any grievance filed after May 15 of any year shall be in writing, signed and dated by both parties.

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

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

C. Grievance Procedure

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

Step 1.

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

Step 2.

If the grievant is not satisfied with the disposition of the grievance in Step 1 or no disposition has been made within the above time limits, the grievant shall complete the grievance report form

Step 2, and submit the grievance to the Superintendent within five (5) working days after the immediate supervisor's Step 1 response or, if no response was made, within five (5) working days after such response was due. Within five (5) working days of receipt, the Superintendent shall meet with the grievant. Within five (5) working days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step 2 and forwarding it to the grievant. The Association President and the immediate supervisor shall be notified in writing of the Superintendent's disposition.

Step 3.

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

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

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

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

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

ARTICLE 6. ASSOCIATION RIGHTS

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

A. Board Agenda/Minutes

Board agenda (2 copies) and minutes of each Board official meeting (1 copy) will be mailed to the Association president at the same time mailed to board members.

B. Bulletin Boards

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

C. Announcements

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

D. Use of Building

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

E. Copy Machines

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

F. Staff Meeting Announcements

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

G. Business on School Property

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

H. Representation

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

I. Address Board Meetings

The right to address the Board at Board meetings.

J. Board of Education Policy

The Ada Education Association will be provided copies with regard to any proposed changes in Board of Education policy.

K. Building Councils

1. Building Councils shall be formed in each school building. The Council shall consist of bargaining unit members from within the building. The size and membership of the Council will be decided by the faculty in September. Chairmanship will be limited to the current Association Representative or an AEA member who is the Association Representative's designee.
2. The purpose of the council will be to provide a vehicle for communication between the teachers from within the building and the administrative staff of the building. The Building Council shall meet with the building principal once a month at the request of either principal or council to discuss matters of concern to either or both parties. Minutes will be sent to the Association President and the Superintendent.

L. Labor Management Council

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

ARTICLE 7. TEACHER RIGHTS

A. Tuition Free Attendance

Non-resident full-time 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 ten (10) installments from the first paycheck in each month for each employee who gives written authorization for such deduction.

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

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

4. The Treasurer will also provide for the Association a list of employees and the amount that employee is having deducted. The Treasurer, upon written authorization by the employee, will

deduct employee contributions for insurance available through the collective bargaining agreement, STRS, savings bonds, scholarships, EPAC, supplemental insurance, annuities, and United Way.

5. Employees are required to have paychecks direct deposited.

C. Number of Pays Per Year

There shall be 26 equal pays per year.

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 and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice or he/she may, in writing, give permission for his/her representative to inspect this file.

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

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

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

E. Contract Requests

If a teacher is going to be recommended for a two-year contract, a teacher shall be given a one-year contract on request of said teacher, providing the teacher will be eligible for

tenure/continuing contract in one year and providing the request is made by the teacher before the regular March Board of Education meeting.

ARTICLE 8. WORK DAY/WORK YEAR

A. School Calendar

The Superintendent of the Ada Schools shall appoint three (3) representatives and the Presidents of the Ada Education Association and the Ada Classified Association shall 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 the Association.

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

B. Work Load

1. All full-time teachers shall be assigned no more than a seven and one-half (7 1/2) hour work day. The work day will not begin before 7:30 a.m. and will include at least one-half (1/2) hour duty-free lunch period. On a regular day teachers are expected to be at the school building 15 minutes prior to the school day and 15 minutes after the school day.
2. A three (3) hour delay can be implemented by the superintendent if weather conditions warrant such delay and only if five calamity days have been utilized. Schedule conflicts will be addressed on an individual basis.
3. The schedule for each full-time equivalent employee, who is assigned to a school with a teacher day of six hours or longer exclusive of lunch period, shall include at least two hundred (200) minutes per week for instruction planning, evaluation, and conferences. This time shall normally be in blocks of at least 30 consecutive minutes per day. The teacher has the right of refusal to give up their planning, evaluation or conference time.
4. Each teacher will assume his/her respective share of additional activities and may be assigned duties within the normal work day.
5. Unscheduled School Closing - On days when school is closed, teachers shall not be required to report. Teachers shall be available to work on make-up days at no additional pay. The Superintendent will notify the Association President that a day will need to be made up beyond the five make-up days pre-scheduled on the yearly calendar. The Association, by survey, will recommend, within five school days, any additional make-up day(s).
6. In order for a teacher to leave early on a normal school day, the teacher must first have the approval of his/her principal.
7. The administration should notify teachers in writing 24 hours in advance of any teachers' meeting called by the administration. If notification is given less than 24 hours in advance, attendance will not be mandatory. It is understood that teachers will attend all emergency meetings, if possible.
8. The hours of the full-time school nurse will be the same as a teacher.

9. If a student is absent from school more than two (2) days or is on home instruction, the teacher must receive twenty-four (24) hour notice if homework assignments need to be provided. The principal or supervisor will give this notice in writing.
10. Teachers new to the system must serve 184 days their first year with the District.
11. No part-time teacher will be assigned student contact time equivalent to a full-time teacher's full load less preparation time.

ARTICLE 9. WORK CONDITIONS

A. Home Instruction

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

B. Teachers' Work Room

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

C. Class Size

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

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

D. Tuition Reimbursement

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

1. A teacher should submit the designated tuition reimbursement form for approval of the Superintendent prior to enrollment. A teacher in at least his/her third year of employment may submit the designated tuition reimbursement form for approval of the Superintendent before commencing coursework, if he/she wants to know ahead of time whether or not approval will be given for tuition reimbursement for the particular course. Approval will be granted for coursework in the field of education which:
    a. Is required by Ohio law for certification renewal.

b. Will expand the teacher's expertise in his/her current field(s) of certification/licensure.
c. Courses must be taken at an institution approved by the National Council for Accreditation of Teacher Education.

2. The tuition reimbursement will be provided for all eligible teachers (as defined in Section D, subsection A, above) successfully completing prior approved course work. The yearly tuition fund (B) will be divided among teachers successfully completing course work by using the following tuition reimbursement formula if total staff reimbursement sought is greater than $13,000:

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

Total reimbursement may not exceed 100% of tuition costs. If total staff reimbursement sought is $13,000 or less, then teachers will be reimbursed for their total amount spent.

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

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

B. A maximum of Thirteen Thousand ($13,000) per year will be appropriated for the purposes of tuition reimbursement. In the event that the total value of all tuition reimbursement requests is less than the Annual Reimbursement Amount, any excess appropriation will lapse.

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

ARTICLE 10. TEACHER EVALUATION/NON-RENEWAL/ SUPPLEMENTALCONTRACTS

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Ada Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Ada Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"**Teacher**" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Ada Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy

"**Credentialed Evaluator**" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher

evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. accomplished;

B. proficient;

C. developing; or

D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least **two (2)** formal observations and periodic classroom walkthroughs **each school year**.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three (3)** formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation. A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

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

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively[1];

A2. Teachers instructing in value-added courses, but not exclusively[2];

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

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[1] If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

[2]For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.[3]

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;

B. expected;

C. Below.

[3] If used, only one (1) "shared attribution" measure can be utilized per instructor.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance

Student Growth Measure	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Proficient," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Ada Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Ada Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Evaluation Policy Consultation Committee

A. Composition and Operation
    1. The Committee shall be comprised of four (4) Association members appointed by the Association president and four (4) members appointed by the Board or its designee. Members will be appointed for a two (2) year term.
    2. An effort will be made for association committee members to be representative of elementary, secondary and specialty areas within the district.
    3. The committee will develop norms of operation to be reviewed annually.

4. At each committee meeting one person will be selected to act as the official recording scribe for that meeting.
5. Members of the committee will receive release time for committee work and training.
6. Minutes of meetings will be distributed to committee members, Association President, and District Superintendent within seven (7) days following meetings of the Committee.
7. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the committee will reconvene to determine whether adjustments are appropriate.
8. Subsequent changes/revisions to the adopted Evaluation Procedure shall be subject to ratification by the Board and the Association.

Evaluators and Response to Evaluation

A. Evaluators shall not be bargaining unit members.
B. The District shall only use ODE licensed building principals employed by the district as evaluators.
C. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy, signed by both parties, shall be retained by the employee.
D. An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action, but a Union representative can be present at any time during the process.
E. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

Employees

A. Training shall be presented in a professional development session to the employees no later than September 15th or in the case of a new employee or an employee returning from a leave no later than thirty (30) days after initial employment or return from the leave.

Supplemental Contracts

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

ARTICLE 11. VACANCY/TRANSFER/ASSIGNMENT

A. Seniority for Transfer Purposes

Seniority is calculated from the first day of service within the District and the continuation of such service whether the teacher is a full-time employee or part-time employee. Part-time employees shall be placed on the list in order of their seniority after the list of full-time employees. If two or more teachers are hired on the same day, the tie will be broken by the date of application. A seniority list will be given to the President of this Association by areas of

certification by October 1 of each year. The teacher and/or the Association will have thirty days to resolve any disputes over the accuracy of the list.

B. Transfers

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

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

C. Assignments

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

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

D. Notification of Teaching Duties

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

E. Involuntary Transfer

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

F. Vacancies

The Superintendent shall post in the elementary and high school offices a list of the vacancies, promotional positions, and new positions which occur during the school year and for the following school year when the vacancy is officially announced. A vacancy will be posted for ten business (10) days. Application for these vacancies must be made within this ten business (10) 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. The ten day posting period will begin on the date that the vacancy is emailed to staff members.

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

ARTICLE 12. REDUCTION IN FORCE

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

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

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

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

   1. He/she has been recalled.
   2. He/she does not accept recall by responding in writing to the Superintendent within seven (7) business days of receipt of the certified recall letter.
   3. 24 months from the effective date of the reduction, or
   4. He/she notifies the Superintendent in writing to remove his/her name from the list.

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

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

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

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

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

ARTICLE 13. LEAVES OF ABSENCE

A. Sick Leave

Sick leave is cumulative to a maximum of 248 days.

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

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

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

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

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

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

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

1. Sick Leave Option

   a. A sick leave donation program is established to assist employees who suffer an 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 teacher(s) involved authorizing the Board Treasurer to transfer the days.

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

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

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

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

      iv. All sick leave donations must be voluntary.

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

      vi. The teacher 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 a sick leave donation, the employee must have exhausted his/her own sick leave and personal leave.

x. The sick leave donated shall be paid at the rate earned by the recipient. No employee who works less than a 7 ½ hour day may donate sick leave. Any part time employee who donates sick days will donate at a rate of one (1) day to a one-half (1/2) day for a full time employee.

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

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

B. Personal Leave

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

Personal leave cannot be used on extended service days and 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.

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

Applicant must sign a personal leave form indicating that personal leave is requested. It is for an urgent personal matter that cannot be conducted outside the regular school day. Appendix D.

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

Teachers who do not use any personal leave days during the school year will be permitted to choose between compensation of $100.00 for each unused personal day to be paid as a stipend in a separate check the last payday in June or reimbursement for up to $150 for each unused personal day for educational classroom supplies through an authorized purchase order. If the $150.00 classroom supply option is chosen, then the purchase order must be submitted by December 31st (within six months) of the current fiscal year. Otherwise, a stipend of $100.00 per unused personal day will be paid in the second paycheck of January. Teachers may divide the compensation between the stipend and the classroom supplies. Half (1/2) days shall be paid one half (1/2) the compensation.

C. Assault Leave

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

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

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

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

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

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

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

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

D. Parental Leave

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

E. Professional Leave

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

Professional leave should be applied for in writing on Appendix E-1.

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

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

F. Study Leave

1. A teacher who has completed five years of service for the Board may apply for an unpaid leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, indicating its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the teacher of its action by April 30.
2. The Board may not approve study leaves for more than five percent (5%) of the bargaining unit per year. Applications shall be approved for one semester or one school year only.
3. A teacher on study leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis.

G. Military Leave

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

H. Court Leave

1. Notification: An employee receiving a jury duty summons or subpoena to appear as a witness in a judicial or adjudicatory proceeding shall notify his/her principal upon receipt of the summons/subpoena and provide the principal with a copy of it.
2. An employee is expected to return to work on those occasions he/she is released from serving on a jury or testifying.
3. The Board shall pay an employee the difference between the employee's regular salary and any remuneration received by the employee for jury duty service. Alternatively, the employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
4. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that (a) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court

appearance is somehow connected with the employee's employment or school activities (for example, where the employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the employee is subpoenaed to be a witness in child custody litigation if the teacher is subpoenaed for testimony as a teacher).

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

I. Leaves of Absence (Unpaid)

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

J. Personal Leave (Unpaid)

All requests for personal leave (unpaid) shall be submitted at least 72 hours in advance of the day or days requested.

An unpaid leave of absence shall be granted for up to a maximum of five (5) days for special reasons as approved by the Superintendent.

K. Other Leaves

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

L. Returning from Leave

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

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

ARTICLE 14. FAMILY AND MEDICAL LEAVE ACT

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

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

ARTICLE 15. INSURANCE PROVISIONS

A. Hospitalization

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

Three health insurance plans will be offered:

a. Health Savings Account Plan (HSA) will be Board paid at 95% family and 95% 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: 2/3rd ($1,000 or $2,000) on January 15th and 1/3rd ($500 or $1,000) on September 15th. However, any employee who leaves employment prior to September 15th whether through resignation, retirement or otherwise, shall not be entitled to the September 15th payment and will pay back $250 (single) or $500 (family) board contribution from the January 15th payment.

b. The PPO Plan will be Board paid at 83% family and 85% single of the total PPO premium.

c. The optional PPO will be Board paid at 83% family and 85% single of the total premium of the optional PPO plan.

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

2. Any full-time employee who waives the health insurance shall receive an annuity or payment into a qualified health savings account (H.S.A) of $2,000 per year. The annuity or payment into a H.S.A. will be payable in June. The annuity payment will be made on the last paycheck in June to an annuity provider chosen by the employee from a Board approved list of providers.
3. For any part-time employee, the Board shall pay a pro-rated share of the total monthly premium. The pro-ration shall be based on the percentage of employment time on contract with the Ada Schools, except that an employee working on a less than 50% contract will pay 50% share of the total monthly premium paid for full-time employees. The difference between the Board pro-rated share of the monthly premium and the total monthly premium will be deducted from the pay of the part-time employee who must make the necessary arrangements with the Treasurer. This agreement must be satisfactory with the insurance company.
4. Eligibility Clause: Provided the insurance carrier agrees: All employees' insurance will become effective on the date of hire as long as their application card is received within 30 days of their employment date. If any of the following life changing events 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 bargaining unit member working shall receive paid life insurance coverage in the amount of $50,000. This agreement must be satisfactory with the insurance company.

C. Dental Insurance

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

D. Vision Plan

The Board shall provide each full-time bargaining unit member with a single or family vision plan 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 employer will pay 90% of all premium costs for the vision plan. For any part-time employee, the Board shall pay a pro-rated share of the monthly premium paid by the Board for full-time

employees. The pro-ration shall be based on the percentage of employment time on contract with the Ada Schools.

E. IRS Section 125

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

F. Insurance Committee

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

ARTICLE 16. SALARY/REIMBURSEMENTS

A. Salary Schedule and Index for Salary Schedule

The base salary for 2013-2014 shall be $31,860.00 and 2014-2015 base salary shall be $32,497.00 and 2015-2016 base salary shall be $33,147.00 based upon the index shown with the salary schedule. Appendix F-1, F-2 and F-3.

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

Salary changes for additional education will occur three (3) times per year, September 1st, November 1st and March 1st. All official college transcript(s) must be on file with the Treasurer of the Board of Education seven (7) days prior to one of these days.

Hours used to qualify for the Masters +15 and the Masters +30 must be hours after the Masters' Degree has been issued.

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

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

B. Supplemental Contracts

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

1. All supplemental contracts which are issued for positions on the supplemental pay schedule shall automatically expire at the end of their term without further action or notice by the Board. If the Superintendent intends to recommend the same bargaining unit individual for reemployment for the same duty, the position need not be posted. The supplemental contracts shall include:
   a) Year contract will be in force;
   b) Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.);
   c) Step and percentage by which compensation will be paid;
   d) Signature of the employee and date of signing.

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

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

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

C. Severance Pay

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

1. Eligibility.

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

   a. The individual retires from the school system.

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

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

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

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

2. Benefit Calculation.

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

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

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

c. The amount of the benefit calculated in steps one and two shall not exceed the value of 62 days of accrued but unused sick leave.

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 17. RETIREMENT

A. Retirement Deductions/Reductions

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

The Board will contribute to the State Teachers Retirement System in addition to the Board's required Employer contribution, an amount equal to each certificated employee's contribution to S.T.R.S. in lieu of payment to such employee, and that such amount contributed by the Board

on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.

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

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

   a) a cash salary component and
   b) a pick-up component, which is equal to the amount of the employee contribution being "picked up" by the Board on behalf of the employee;

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

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

B. Retire/Rehire

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

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

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

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

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

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

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

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

ARTICLE 18. POLICIES

A. Drug-Free Workplace

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

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

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

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

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

All employees shall receive a copy of this provision.

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

B. Chronic Communicable Disease

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

Confidentiality

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

C. No Smoking Policy

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

D. Sexual Harassment Policy and Procedure

Sexual harassment is strictly prohibited in accordance with 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 of an individual's employment, or status in a class, educational program, or activity;

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

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

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

The procedure for processing sexual harassment complaints shall include:

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

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

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

E. Inclusion

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

ARTICLE 19. EFFECT OF CONTRACT

A. Maintenance of Standards

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

B. Severability

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

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

C. Amendment of Contract

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

ARTICLE 20. TERM OF AGREEMENT

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

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

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

Ada Education Association

By: Christina Bowden
President

Clem Fred
Consultant

Ada Exempted Village Board of Education

By: Dara M. Griffith
Board President

Christy Beaschler
Treasurer

Dr. Suzanne Darmer
Superintendent of Schools

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____

Procedural Steps

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

GRIEVANCE REPORT

SUBMIT TO ASSOCIATION, IMMEDIATE SUPERVISOR AND SUPERINTENDENT

ASSIGNMENT	NAMES(S) OF GRIEVANT(S)	DATE FILED

STEP 1

A. Date cause of grievance occurred

_____

B. 1. Statement of grievance:

_____

_____

_____

_____

2. Relief sought:

_____

_____

_____

_____

_____ Signature

_____ Date

C. Disposition by Principal:

_____

_____

_____

_____

_____ _____

Signature Date

STEP II

A. Position of Grievant:

_____

_____

_____

_____

_____

_____ _____

Signature Date

B. Date received by Superintendent of Schools:_____

D. Disposition by Superintendent of Schools: _____

_____

_____

_____

_____

_____

_____ _____

Signature Date

STEP III

A. Position of grievant:

_____

_____

_____

_____

_____

_____

Signature _____ _____
Date

B. Date received by Superintendent: _____
Signature Date

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

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

_____

_____

_____

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_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

STEP IV

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

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

B. Date received by Superintendent:

_____

C. Date submitted to Arbitrator:

_____

D. Disposition and award of Arbitrator:

_____

_____

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_____

_____

_____ _____
Signature Date

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1**: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
***Goal 2** : Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____Date: _____
Evaluator's Signature: _____ Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

APPENDIX C

ADA EXEMPTED VILLAGE SCHOOLS

TRANSFER REQUEST FORM

Name _____ Date _____

Present Position _____

Request Transfer To _____

My areas of certification are _____

I have _____years of experience at Ada Schools.

_____
Signature

APPENDIX D

ADA EXEMPTED VILLAGE SCHOOLS

APPLICATION FOR PERSONAL LEAVE

NAME _____ SCHOOL _____

I request the use of _____ personal leave day(s) beginning _____ a.m.

and ending _____ p.m. on _____.
(date)

Signature _____ Date _____

Approved by: _____ Date _____
Principal

_____ Date _____
Superintendent

APPENDIX E-1

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL LEAVE

Employee _____ Date: _____
Request Made

Meeting to be Attended: _____

Date(s) and Location: _____

Anticipated Professional Growth or Information to be gained: _____
_____

_____

People with whom the information will be shared: _____
_____

_____

_____

PROJECTED EXPENSES: $_____Transportation/Mileage

Not to Exceed B.O.E. Limits $_____ Lodging

$_____ Meals

$_____ Conf./Clinic, Etc. Cost

$_____ Total All Costs

_____ _____ _____
Requestor Principal/Supervisor Superintendent

$_____ $_____ $_____
Full Reimbursement Partial Reimbursement No Reimbursement

Funding Source (Account #) _____

APPENDIX E-2

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
IN-HOUSE PROFESSIONAL LEAVE

Employee _____ **Date** _____
Request Made

Activity _____

Date(s) and Location: _____

_____ _____
Requestor **Principal/Supervisor**

_____
Superintendent

APPENDIX F1

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE

2.00% July 1, 2013

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$31,860**	**$33,134**	**$34,409**	**$36,639**	**$38,232**	**$39,825**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$33,134**	**$34,409**	**$35,683**	**$38,232**	**$39,825**	**$41,418**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$34,409**	**$35,683**	**$36,958**	**$39,825**	**$41,418**	**$43,011**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$35,683**	**$36,958**	**$38,232**	**$41,418**	**$43,011**	**$44,604**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$36,958**	**$38,232**	**$39,506**	**$43,011**	**$44,604**	**$46,197**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$38,232**	**$39,506**	**$40,781**	**$44,604**	**$46,197**	**$47,790**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$39,506**	**$40,781**	**$42,055**	**$46,197**	**$47,790**	**$49,383**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$40,781**	**$42,055**	**$43,330**	**$47,790**	**$49,383**	**$50,976**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$42,055**	**$43,330**	**$44,604**	**$49,383**	**$50,976**	**$52,569**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$43,330**	**$44,604**	**$45,878**	**$50,976**	**$52,569**	**$54,162**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$44,604**	**$45,878**	**$47,153**	**$52,569**	**$54,162**	**$55,755**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$45,878**	**$47,153**	**$48,427**	**$54,162**	**$55,755**	**$57,348**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$47,153**	**$48,427**	**$49,702**	**$55,755**	**$57,348**	**$58,941**
				1.80	1.85	1.90
13				**$57,348**	**$58,941**	**$60,534**
	1.52	1.56	1.60			
17	**$48,427**	**$49,702**	**$50,976**			
				1.85	1.90	1.95
18				**$58,941**	**$60,534**	**$62,127**

APPENDIX F2

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE

2.00% July 1, 2014

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$32,497**	**$33,797**	**$35,097**	**$37,372**	**$38,996**	**$40,621**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$33,797**	**$35,097**	**$36,397**	**$38,996**	**$40,621**	**$42,246**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$35,097**	**$36,397**	**$37,697**	**$40,621**	**$42,246**	**$43,871**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$36,397**	**$37,697**	**$38,996**	**$42,246**	**$43,871**	**$45,496**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$37,697**	**$38,996**	**$40,296**	**$43,871**	**$45,496**	**$47,121**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$38,996**	**$40,296**	**$41,596**	**$45,496**	**$47,121**	**$48,746**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$40,296**	**$41,596**	**$42,896**	**$47,121**	**$48,746**	**$50,370**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$41,596**	**$42,896**	**$44,196**	**$48,746**	**$50,370**	**$51,995**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$42,896**	**$44,196**	**$45,496**	**$50,370**	**$51,995**	**$53,620**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$44,196**	**$45,496**	**$46,796**	**$51,995**	**$53,620**	**$55,245**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$45,496**	**$46,796**	**$48,096**	**$53,620**	**$55,245**	**$56,870**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$46,796**	**$48,096**	**$49,396**	**$55,245**	**$56,870**	**$58,495**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$48,096**	**$49,395**	**$50,695**	**$56,870**	**$58,495**	**$60,119**
				1.80	1.85	1.90
13				**$58,495**	**$60,119**	**$61,744**
	1.52	1.56	1.60			
17	**$49,395**	**$50,695**	**$51,995**			
				1.85	1.90	1.95
18				**$60,119**	**$61,744**	**$63,369**

APPENDIX F3

ADA EXEMPTED VILLAGE SCHOOLS
ADA, OHIO

CERTIFIED SALARY SCHEDULE

2.00% July 1, 2015

YEARS EXP	BACHELORS	BACHELORS + 15	150 HOURS	MASTERS	MASTERS + 15	MASTERS + 30
	1.00	1.04	1.08	1.15	1.20	1.25
0	**$33,147**	**$34,473**	**$35,799**	**$38,119**	**$39,776**	**$41,434**
	1.04	1.08	1.12	1.20	1.25	1.30
1	**$34,473**	**$35,799**	**$37,125**	**$39,776**	**$41,434**	**$43,091**
	1.08	1.12	1.16	1.25	1.30	1.35
2	**$35,799**	**$37,125**	**$38,451**	**$41,434**	**$43,091**	**$44,748**
	1.12	1.16	1.20	1.30	1.35	1.40
3	**$37,125**	**$38,451**	**$39,776**	**$43,091**	**$44,748**	**$46,406**
	1.16	1.20	1.24	1.35	1.40	1.45
4	**$38,451**	**$39,776**	**$41,102**	**$44,748**	**$46,406**	**$48,063**
	1.20	1.24	1.28	1.40	1.45	1.50
5	**$39,776**	**$41,102**	**$42,428**	**$46,406**	**$48,063**	**$49,721**
	1.24	1.28	1.32	1.45	1.50	1.55
6	**$41,102**	**$42,428**	**$43,754**	**$48,063**	**$49,721**	**$51,378**
	1.28	1.32	1.36	1.50	1.55	1.60
7	**$42,428**	**$43,754**	**$45,080**	**$49,721**	**$51,378**	**$53,035**
	1.32	1.36	1.40	1.55	1.60	1.65
8	**$43,754**	**$45,080**	**$46,406**	**$51,378**	**$53,035**	**$54,693**
	1.36	1.40	1.44	1.60	1.65	1.70
9	**$45,080**	**$46,406**	**$47,732**	**$53,035**	**$54,693**	**$56,350**
	1.40	1.44	1.48	1.65	1.70	1.75
10	**$46,406**	**$47,732**	**$49,058**	**$54,693**	**$56,350**	**$58,007**
	1.44	1.48	1.52	1.70	1.75	1.80
11	**$47,732**	**$49,058**	**$50,383**	**$56,350**	**$58,007**	**$59,665**
	1.48	1.52	1.56	1.75	1.80	1.85
12	**$49,058**	**$50,383**	**$51,709**	**$58,007**	**$59,665**	**$61,322**
				1.80	1.85	1.90
13				**$59,665**	**$61,322**	**$62,979**
	1.52	1.56	1.60			
17	**$50,383**	**$51,709**	**$53,035**			
				1.85	1.90	1.95
18				**$61,322**	**$62,979**	**$64,637**

APPENDIX G

SUPPLEMENTARY SALARY SCHEDULE

The following percentages are based on the first five steps of the BA salary schedule

Athletic Director	22
<u>Fall Sports:</u>	
Head Football Coach	15
Asst Football Coach	9
Jr High Football Coach	6
Head Phys Conditioning Coach	6
Asst Phys Conditioning Coach	4
Head Boys Soccer Coach	11
Asst Boys Soccer Coach	6
Head Girls Soccer Coach	11
Asst Girls Soccer Coach	6
Cross Country Coach	7
Head Golf Coach	7
Assistant Golf Coach	3
Head Volleyball Coach	12
JV Volleyball Coach	6
Jr High Volleyball Coach	6
Varsity Fall Cheerleading Advisor	4
JV Fall Cheerleading Advisor	3
Jr High Fall Cheerleading Advisor	2
Varsity A Club Advisor	2

Faculty Rep	7
<u>Winter/Spring Sports:</u>	
Varsity Winter Cheerleading Advisor	5
Jr High Winter Cheerleading Advisor	3
Head Basketball Coach	15
Assistant Varsity Basketball Coach	9
JV Basketball Coach	9
9th Grade Basketball Coach	7
8th Grade Basketball Coach	6
7th Grade Basketball Coach	6
7th Grade Asst Basketball Coach	6
Head Swim Coach	9
Assistant Swim Coach	5
Head Wrestling Coach	11
Jr High Wrestling Coach	6
Gymnastics	9
Head Baseball Coach	11
Assistant Baseball Coach	6
Head Softball Coach	11
Assistant Softball Coach	6
Jr High Softball Coach	6
Asst Jr High Softball Coach	6
Tennis Coach	7
Head Track Coach	9
Assistant Track Coach	6
Jr High Track Coach	6
Girls Track (if coached by Boys Head Coach)	5

Music:

Elementary Music Director	3
Instrumental Music Director	9
Majorette/Flag Corp Advisor	2
Musical Directors	6
Pep Band Director	1
Varsity Singers Director	7
Varsity Singers Band Director	2
Vocal Music Director	7
Winter Color Guard Director	3

Academic:

Beta Club Advisor	3**
Camp Willson Trip Coordinator	2**
Computer Coordinator	3
Core Team Coordinator	7
Department Heads	3**
English	
Fine Arts	
Foreign Language	
Health P.E. (7-12)	
Industrial Arts/Vocational Ed/ Consumer Science/Business	
Librarian	
Mathematics	
Science	
Social Studies	
Special Ed. (K-12)	
Dogbone Advisor	5
Drama Club Advisor	5
Elementary Grade Level Chairs (7)	3**
Elementary Specials Chair	3**
Entry Year Program Mentor (6)	5
F.H.A. Advisor	2
High School Quiz Bowl Advisor	4
Junior Class Advisor (2)	4
Junior High Quiz Bowl Advisor	2
Language Club Advisor	2
LPDC Committee (7) $175.00**	3
Library Club Advisor	2
Media Specialist	5.5
National Honor Society Advisor	2
Newspaper Advisor	2
Playground Monitor	4
Proficiency Coordinator (5)	5
Public Relations Coordinator	4
S.A.E. Advisor	2
Senior Class Advisor (1)	3
Special Ed Representative	7
Student Council Advisor	10
Summer School (per diem)	$100.00
TAG Coordinator	4**
Title One	3**
Washington D.C. Trip Coordinator	3**
Yearbook Advisor	10

****For the 2013-2014 School Year Only**
One Personal Day

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

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

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