# EXEMPTED EMPLOYEES BENEFIT AND SALARY AGREEMENT

July 1, 2025 – June 30, 2028 (revised 6/30/2025)

# **EXEMPTED EMPLOYEES BENEFITS**

# 1.1 Exempted Employees

This package shall include all exempted employees as follows: Secretary to the Superintendent, Administrative Assistant to the Business Manager, Assistant Treasurer, Transportation Supervisor and the Maintenance Supervisor.

### 1.2 <u>Calamity Days</u>

Employees must be in pay status on a calamity day to receive calamity day pay.

The number of calamity days allowed each school year will be in accordance with ORC. All employees must work on make-up calamity days. Make-up calamity days will not be held on a holiday.

# 1.3 Severance Pay

The Board agrees that any employees covered by this agreement, leaving active service (unless discharged for cause), shall receive a payment for unused sick leave at the rate below:

- A. Leaving active service with ten (10) or more years thirty percent (30%) of unused sick leave to a maximum of sixty (60) days.
- B. Employees retiring from active service shall receive thirty percent (30%) of unused sick leave to a maximum of seventy (70) days.

Any employee who is rehired after previously leaving employment and who has benefited from the provisions in Section 5.1, shall not be eligible to receive this benefit again.

### 1.4 Vacations

All twelve (12) month (260 days) employees are entitled to vacation with pay on the following vacation schedule beginning with their first anniversary date:

Year 1 through 4	2 weeks
Year 5 through 13	3 weeks
Year 14 through 20	4 weeks
Year 21 through 26	5 weeks
Year 27 and above	

Each employee with one year of service or greater shall receive a vacation accrual per the above schedule. Thereafter, each of these employees will receive a monthly accrual of  $1/12^{th}$  of their annual vacation allowance. Once an employee reaches a new threshold of years of service per the above schedule, the Board of Education will immediately add one week of vacation accrual to their balance.

This schedule will apply to any current employee who becomes eligible for vacation. Any employee hired after January 1, 2011, who becomes eligible for vacation shall only be eligible for up to 5 weeks vacation.

Vacations may only be taken with the approval of the Superintendent or his/her designee. The maximum number of consecutive work days permitted for vacation shall be fifteen (15) work days. The employee who has made the request first will be granted the vacation for that period. If the requests are submitted at the same time, then seniority shall prevail. The maximum amount of vacation accrual will be limited as follows:

Eligible For	Maximum Accrual
2 weeks	20 days
3 weeks	25 days
4 weeks	35 days
5 weeks	40 days
6 weeks	50 days

The employee may not exceed the maximum accrual without prior approval of the Superintendent and the Board of Education. Failure to stay below the maximum accrual will result in a loss of any days in excess of the maximum without compensation.

This maximum accrual shall apply to any current employee who becomes eligible for vacation. Any employee hired after January 1, 2011, who becomes eligible for vacation shall only be eligible for up to 40 days of accrual.

Up to ten (10) days of accrued but unused vacation leave may be exchanged for cash at the exempted employee's current per diem pay rate. Vacation leave exchanged for cash in this manner shall be extinguished and shall not be carried over into the following contract year. Vacation days which are not used, exchanged for cash, or carried over (because they would exceed the maximum accrual) shall be forfeited.

#### 1.5 **Paid Holidays**

All twelve (12) month employees shall have the following: New Year's Day and two (2) additional days, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and two (2) additional holidays. The additional holidays at New Year's and Christmas will be determined by the Superintendent each year and the employees will be notified of these days.

#### 1.6 Mileage Reimbursement

Any employee who is required to use his/her personal automobile to travel as part of his/her job assignment shall be reimbursed at the IRS rate.

**1.7 SERS Pickup** – Salary consists of a cash salary component and a pick-up component, which is equal to the amount of employee contribution being "picked-up" by the Board required contribution to SERS for the employee's account.

### 1.8 **Insurance**

- A. While this Agreement does not limit the management right of the Board to select alternative insurance providers, all medical, prescription, vision, and dental insurance are currently through the Portage Area Schools Consortium as set forth in the medical, prescription, vision, and dental insurance plan summaries attached hereto and incorporated herein as set forth in Appendix 1, 2 and 3.
- B. The Board of Education shall finance ninety and one-half percent (90.5%) of coverage for all employees requesting such coverage and for their dependents during the 2025-2026 school year, 90% during the 2026-2027 school year, and 89.5% during the 2027-2028 school year. Payroll deductions shall be provided for the remaining percent at the employee's expense.
- C. All full-time exempted employees may elect (a) medical and prescription, (b) vision, and/or (c) dental coverage as provided by the terms of the Board of Education.

#### 1.8(A) Waiver of Insurance Coverage

In accordance with the Board's insurance plan, regular employees who are receiving full single or family group health coverage and who agree to waive in writing on or before November 15<sup>th</sup> the right to hospitalization insurance will receive a lump sum payment of Nine Hundred Dollars (\$900.00) for waived single coverage and One Thousand Two Hundred (\$1200.00) for waived family coverage. Payment for this will be made on the first pay period following completion of the benefit year. An employee may rescind this waiver during the calendar year if the employee has a change in family status that would permit such recession under the applicable rules of Section 125 of the Internal Revenue Code and its regulation. Upon such rescission, coverage of the employee and the employee's dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. Any prior separated periods of coverage under the plan will be applied in total towards this

Plan's pre-existing conditions limitations. An employee who rescinds the waiver will receive no payment for the period of time in which the waiver was in effect.

For employees newly hired to the district after June 30, 2012, the following shall apply. If two employees are married to each other, they shall be entitled to only one family plan if they have a dependent child or two single plans if there are no dependent children and neither employee is eligible for the waiver of insurance coverage.

### 1.9 <u>Life Insurance</u>

**A.** The Board of Education shall provide for life insurance in the amount that always reflects a \$2,000.00 difference less than the certified staff.

#### 1.10 Leaves

- A. Each employee of the Board of Education shall be entitled to sick leave credit of one and one fourth (1-1/4) workdays with pay for each completed month of service, and accruing an unlimited amount. Employees may use sick leave, upon approval of the responsible administrative officer of the school district, for absence due to physical or mental illness, injury or exposure to contagious disease which could be communicated to others. Absences may require the employee to provide documentation from a doctor.
- B. Sick leave may be used for absence due to physical or mental illness, death, or injury in the immediate family.
  - 1. Immediate family shall consist of the following persons: spouse or partner; mother or father; sister or brother; son or daughter; mother-in-law or father-in-law; brother-in-law or sister-in-law; daughter-in-law or son-in-law; aunt or uncle, and grand-parents or grandchildren of the non-certified employee and employee's spouse.
  - 2. Maximum of five (5) days sick leave may be used for birth of employee's grandchild.
- C. Sick leave will be computed on the basis of twelve (12) months service per year, except in year of termination when sick leave will be computed to last day of service.
  - Computations are figured on fifteen (15) days per year.
- D. The previously accumulated sick leave of an employee who has been separated from the public service may be placed to his/her credit upon his/her re-employment to

public service.

- E. Additional sick leave may be granted with prior approval of the Superintendent in accordance with Ohio Revised Code.
- F. An employee who exhausts his/her sick leave may be eligible for The Family Medical Leave Act where qualifying events exists.

#### 1.11 Leaves of Absence

- A. Leaves of absence may be authorized by the Board of Education upon the recommendation of the Superintendent. Unauthorized absence from duty following the expiration of a leave of absence from duty or a renewal thereof, or failure to comply with the provisions of the leave shall constitute grounds which may be considered by the Board of Education as the sole reason for termination of an employee's contract.
- B. The application for leave of absence or an extension or renewal thereof, must be made in writing to the Superintendent, stating the purpose of the leave, and the period of the leave, and must be accompanied by supporting statements concerning the need for or desirability of said leave.
- C. Employees of the Board shall be entitled to a leave of absence for a maximum of one (1) year of personal illness or other disability. Employees may be granted a leave of absence for a maximum of two (2) consecutive years for other reasons.
- D. Employees on leave of absence shall be responsible for paying all premiums on their benefits while on leave.
- E. Employees are subject to disciplinary action for any unexcused or unauthorized absences. Illness or injury covered by accrued sick leave and approved leaves of absence shall count as excused absences.

#### 1.12 <u>Emergency Personal Leave</u>

The Superintendent, when authorized by the Board of Education, may grant employees Three (3) unrestricted personal days. In extenuating circumstances, the Superintendent has the discretion to grant additional restricted days.

Personal Leave will not be granted for other employment except military or jury duty service, or as specified by law.

Unused Personal days shall be converted to sick leave days July 1 of each year.

#### 1.13 Family Medical Leave Act

The Board recognizes that employees are entitled to the leave right provided by the Family Medical Leave Act (FMLA).

#### 1.14 **Assault Leave**

- A. "Assault" means the causing of, or the attempt to cause, physical harm or mental disability to any classified staff member by any person, when said staff member charges said person with an offense prohibited by Title 29 of the RC.
- B. Any classified staff member who is absent due to physical injuries and mental disabilities resulting from the assault received in the course of an arising out of said classified staff member's employment may use assault leave upon approval of the Superintendent, pursuant only to the limitations expressed within this policy. The total number of leave days with pay provided under this section shall be the difference between the day of the assault and the remaining days of the staff member's contracted days or 90 workdays, whichever is less. The Superintendent has the discretionary authority to increase these days.
- C. As soon as he/she is able, every classified staff member applying for assault leave shall submit to the Superintendent a signed statement, on a form prescribed by the Board of Education, justifying the use of assault leave.
  - 1. If medical attention is required, the classified staff member shall obtain a certificate from a licensed physician of his/her choice stating the nature of the disability and its duration, prior to payment for such leave being made the classified staff member.
  - 2. The employment of any classified staff member who falsifies hi/her statement or a physician's certificate shall be terminated in accordance to R.C. 3319.081
- D. Payment under this section of the Master Agreement shall constitute the classified staff members entire compensation from the Board during the period of physical disability and/or emotional/psychological harm, and shall be in lieu of any other payments.
- E. Nothing in this section shall be construed to waive the physician/patient privilege provided by section 2317.02 of the Ohio Revised Code.

#### 1.15 Electronic Transfers

All payroll payments shall be made by direct deposit to the financial institution of the employee's choice (bank, savings and loan, credit union, etc.)

### 1.16 Payroll Deductions

The Board of Education shall provide deduction for tax-sheltered annuity plans, credit union deductions, United Way deductions and other plans as adopted by the board.

### 1.17 125 Plan

A plan under the Internal Revenue Code Section 125 shall be adopted for every member of the exempted employees unit who qualifies. Each member who is qualified shall have the right to participate in the premium/salary reduction section only of Section 125.

### 1.18 BCI/FBI Fingerprinting

As long as the District has a working fingerprint machine, employees may utilize it for their fingerprinting as mandated by law at the District's expense. If the employee chooses to have his or her fingerprinting outside of the District, it will be at the employee's expense.

#### 1.19 Salary Schedule Attached

2025-2026

2.5% base increase / 0.5% Insurance Contribution Increase

2026-2027

2.5 % base increase / 0.5% Insurance Contribution Increase

2027-2028

2.5% base increase / 0.5% Insurance Contribution Increase

A one-time signing bonus of \$300 will be paid to all members of the bargaining unit employed as of July 1, 2025 in November 2025.

# SALARY SCHEDULE - EXEMPTED EMPLOYEES

260 Days

effective 7/1/2025 (2.5% Increase)

Years Of		Administrative	Department	Assistant
Service	INDEX	Secretary	Supervisor	Treasurer
	1.00	FC 004	04.004	50.444
0	1.00	56,064	61,364	58,114
1	1.03	57,746	63,205	59,857
2	1.05	58,867	64,432	61,020
3	1.07	59,988	65,659	62,182
		33,000	33,333	52,:52
4	1.09	61,110	66,887	63,344
5	1.11	62,231	68,114	64,507
3	1.11	02,201	00,114	04,507
6	1.13	63,352	69,341	65,669
7	1.15	64,474	70,569	66,831
,	1.15	04,474	70,569	00,031
8	1.17	65,595	71,796	67,993
	1.10	22 = 12		20.450
9	1.19	66,716	73,023	69,156
10	1.21	67,837	74,250	70,318
11	1.23	68,959	75,478	71,480
12	1.25	70,080	76,705	72,643
13	1.27	71,201	77,932	73,805
15	1.31		80,387	
			20,301	
20	1.35		82,841	
25	1.39		85,296	
20	1.38		00,290	
27	1.43		87,751	

# SALARY SCHEDULE - EXEMPTED EMPLOYEES

260 Days

effective 7/1/2026 (2.5% Increase)

Years Of		Administrative	Department	Assistant
Service	INDEX	Secretary	Supervisor	Treasurer
	4.00	F7 400	00.000	50 507
0	1.00	57,466	62,898	59,567
1	1.03	59,190	64,785	61,354
2	1.05	60,339	66,043	62,545
3	1.07	61,489	67,301	63,737
Ü	1.01	01,100	07,001	30,707
4	1.09	62,638	68,559	64,928
5	1.11	63,787	69,817	66,119
5	1.11	03,707	09,017	60,119
6	1.13	64,937	71,075	67,311
_		22.222		20.500
7	1.15	66,086	72,333	68,502
8	1.17	67,235	73,591	69,693
9	1.19	68,385	74,849	70,885
10	1.21	69,534	76,107	72,076
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11	1.23	70,683	77,365	73,267
12	1.25	71,833	78,623	74,459
12	1.20	7 1,000	70,020	74,400
13	1.27	72,982	79,880	75,650
15	1 21	75 200	92.206	79.022
15	1.31	75,280	82,396	78,033
20	1.35	77,579	84,912	80,415
	1.05		<b>0-</b> (55	
25	1.39		87,428	
27	1.43		89,944	

# SALARY SCHEDULE - EXEMPTED EMPLOYEES

260 Days

effective 7/1/2027 (2.5% Increase)

Years Of		Administrative	Department	Assistant
Service	INDEX	Secretary	Supervisor	Treasurer
	1.00	F9 002	64.470	64.056
0	1.00	58,903	64,470	61,056
1	1.03	60,670	66,404	62,888
	1.05	04.040	07.004	04.400
2	1.05	61,848	67,694	64,109
3	1.07	63,026	68,983	65,330
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4	1.09	64,204	70,272	66,551
5	1.11	65,382	71,562	67,772
6	1.13	66,560	72,851	68,993
7	1.15	67,738	74,141	70,214
8	1.17	68,917	75,430	71,436
9	1.19	70,095	76,719	72,657
10	1.21	71,273	78,009	73,878
11	1.23	72,451	79,298	75,099
12	1.25	73,629	80,588	76,320
13	1.27	74,807	81,877	77,541
15	1.31	77,163	84,456	79,983
20	1.35	79,519	87,035	82,426
25	1.39	81,875	89,613	84,868
27	1.43	84,231	92,192	87,310
		,	,	,