

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the 7th day of January, 2015, by and between the Kalida Local School District Board of Education (Board) and the Kalida Education Association (Association).

WHEREAS, the Board and the Association are parties to a Negotiated Agreement, in effect from August 1, 2014 to July 31, 2017 (the "Negotiated Agreement"); and

WHEREAS, the parties intend, through this Memorandum of Understanding, to amend the Negotiated Agreement for the sole purpose of revising a provision in Article VII – Professional Compensation.

NOW, THEREFORE, the parties agree to revise the following provision in Article VII, of the Negotiated Agreement:

- O. VICTORY LAP - RETIREMENT INCENTIVE PROVIDING UP TO ONE ADDITIONAL YEAR OF EMPLOYMENT
1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is eligible for retirement under STRS.
 2. Bargaining unit members must submit their application for this incentive by March 1 of the current school year to be considered for employment under this provision for the next school year.
 3. The Board will act to accept the bargaining unit member's application and resignation due to retirement. The employee's retirement cannot be effective prior to the end of the student year.
 4. For each qualified bargaining unit member who is eligible for the incentive, and subject to the conditions set forth in paragraph 7 below, said bargaining unit member shall be entitled to employment for two (2) additional semesters beyond the bargaining unit member's retirement date.
 5. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Contract, except for the

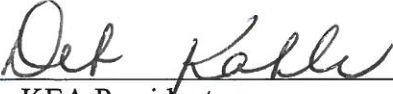
exclusions contained in subsection 7, and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits package (to include insurance) for which the bargaining unit member is eligible.

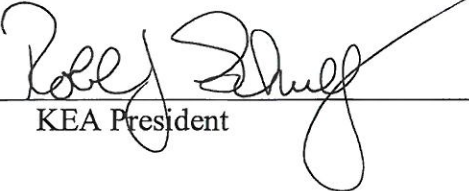
6. The rehiring of a retiree to the same position the retiree held the previous school year shall be contingent on the completion of the requirements set forth in O.R.C. §3307.353.
7. The employment of the bargaining unit member in good standing shall end on June 30th without any further action by the Board. The parties intend the provisions of this Article to supersede the requirements of O.R.C. §§3319.16, 3319.11, and 3319.111. However, the Board must follow the requirements of O.R.C. §3319.16 to terminate an employee's contract prior to the end of the year following retirement established by this Article.

Except as modified by this Memorandum of Understanding, all other terms and conditions of the Negotiated Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

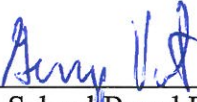
IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

KALIDA EDUCATION ASSOCIATION

By: 
KEA President

By: 
KEA President

KALIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
School Board President

By: 
Superintendent