

MASTER CONTRACT

between the

**KALIDA LOCAL
BOARD OF EDUCATION**

and

KALIDA EDUCATION ASSOCIATION

AUGUST 1, 2014 THROUGH JULY 31, 2017

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ARTICLE I

NEGOTIATIONS AGREEMENT

A. RECOGNITION

The Kalida Local Board of Education, hereinafter called the “Employer” or “Board” or “District” hereby recognizes the Kalida Education Association OEA/NEA-Local, hereinafter called the “Association” as the sole and exclusive bargaining representative, for the purposes of collective bargaining, for other such purposes as set forth herein, and for the purposes and exercise of such rights as defined in Chapter 4117 of the Ohio Revised Code for ALL STAFF members in the employee bargaining unit as set forth below.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board full or regular part-time, excluding substitute teachers and supervisory management level employees, all non-certificated employees and any person performing as Superintendent, Principal, Treasurer or their assistants (if more than 50% of time associated with administration.)

C. DEFINITIONS

Wherever the term(s) “professional staff member”, “staff member”, “staff”, “employee”, or “teacher” appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

A full-time employee shall be defined as an employee who is employed to perform a full day's work as defined by this Contract for a minimum of 120 days or more in a work year.

A part-time employee who works on a regular basis shall be defined as an employee who works less than a full day as defined by this contract and/or less than the minimal standard of 120 work days.

A substitute teacher is defined as a temporary position not to EXCEED 1 continuous year in replacing a regular teacher due to illness or leave of absence.

ARTICLE II

ASSOCIATION RIGHTS

A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings without cost at reasonable times for meetings. The Association may use school building rooms for the purpose of committee or other similar small meetings provided such meetings will not interrupt or disturb any other previously scheduled activities.

B. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Use in each building a reasonable amount of space or existing bulletin Boards located in teachers' lounges.
2. Use the school public address system for Association announcements after obtaining permission from the Building Principal.
3. Make brief announcements at faculty meetings after contacting the building Principal and obtaining permission.

C. ASSOCIATION REPRESENTATIVES

Duly authorized representatives of the Association shall be permitted to transact official Association business on Board property so long as the Principal or Superintendent is notified in writing and no disruption of class responsibility.

D. ASSOCIATION LEAVE

The Board shall authorize up to a maximum of two (2) total days of absence without loss of pay per year (September 1st through August 31st) to staff members elected to represent the Association or chosen to serve on programs or in an official representative capacity at Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other organizations. Only one representative will be granted this leave on any one day.

E. ASSOCIATION PRESIDENT SCHEDULE

The president shall be permitted to leave the building during his/her preparation period for purposes of conducting Association business, provided the Principal does not need the person at that time.

ARTICLE III

NEGOTIATIONS PROCEDURES

A. SCOPE OF NEGOTIATIONS

The Board of Education and the Association shall enter into negotiations on matters concerning compensation, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement and such other matters of concern to the Board and/or the Association.

B. DIRECTING REQUESTS

Requests for negotiations shall be submitted in writing by the recognized Association to the Superintendent or to the President of the recognized Association by the Superintendent on behalf of the Board of Education on or before April 15 of the year the Contract expires. The Ohio State Employment Relations Board (SERB) shall also be notified at this time. Such notice shall include a copy of the most recent collective bargaining agreement. A mutually convenient meeting date shall be set not later than fifteen (15) days of the date of the request unless all parties agree to a later date.

C. MEETINGS

1. A meeting for the purpose of negotiations may be requested by either the Association or the Superintendent, or his designated representative.
2. Negotiation meetings shall be held in a mutually agreeable location. All parties are obligated to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
3. Negotiation meetings shall be held in executive sessions.
4. As negotiation items receive agreement they shall be reduced to writing and initialed by the parties to indicate tentative agreement.
5. Until all negotiation meetings are completed, each meeting should include a decision on an agreed time and place for the next subsequent meeting.

D. NEGOTIATION TEAMS

The Board of Education and the Association shall be represented at all negotiation meetings by a team of negotiators.

1. Representation shall be limited to not more than five (5) representatives of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Board and the Association, the teams mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions subject to approval in the cause of negotiations.

2. Each team may call upon professional and lay representatives to consider matters under discussion and to make suggestions. A consultant may be used by each team and in any of the negotiation meetings. Each party is to pay cost of their respective consultant. The names of the consultants to be used shall be made known to other party at least 24 hours before the negotiation meeting takes place.

E. CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the parties to caucus for a reasonable period of time.

F. EXCHANGE OF INFORMATION

The Association, the Board and the Superintendent agree to furnish each other upon request all available relevant information as will assist in developing intelligent, accurate and constructive agreement.

G. PROGRESS REPORTS

Each negotiating team shall have the right to report negotiation progress to its respective members. The parties may also issue press releases or updates to the public if impasse is declared.

H. AGREEMENT

Final determination is meant to include the following in this order:

1. When all items have been tentatively agreed to or otherwise resolved, the entire agreement shall be reduced to writing and submitted to the membership of the Kalida Education Association for ratification. Ratification shall mean a recorded affirmative vote of a majority of eligible members of the Association.
2. If ratified, said agreement shall be submitted to the Board of Education.
3. If approved by affirmative vote of a majority of the full Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
 - a. FINAL AGREEMENT - Upon approval by both the Association and the Board of Education, three (3) copies of the total agreement shall be signed by the President of the Board of Education, the Superintendent, the Association President, and the Association negotiation chairperson. Both parties shall retain a signed copy of the final agreement, which shall be binding upon both parties. Within thirty (30) days of the execution of the final agreement, the third copy will be submitted to SERB in fulfillment of its rules and regulations.

I. DISAGREEMENT

1. Mutually Agreed Alternate Dispute Resolution Procedure:

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

2. Responsibilities

The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

3. Mediation

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than thirty (30) calendar days prior to the expiration date of this agreement, either party may declare an impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or it is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information, as the mediator deems necessary.

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time. The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is an alleged violation, misinterpretation, and/or misapplication of any of the provisions of this agreement.

The term "grievant" or aggrieved shall include any member of the bargaining unit, group of members of the bargaining unit or the Association itself on behalf of itself or for any member or group of members.

"Days" as used in this procedure shall be any calendar day Monday through Friday, exclusive of negotiated, school observed or federally recognized holidays.

"Representation or representative" as provided for in this section shall be any member of the Association, or its affiliates, or any consultant or employee or legal counsel of the Association.

B. PURPOSE

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

C. GENERAL PROVISIONS

Staff members may present any grievance or complaint with full assurance that such presentation will not result in reprisal or prejudice their standing or status with the school system.

The grievant may be represented at all formal steps of the grievance procedure by any representative as defined above.

A grievance shall be considered settled if it is not carried forward to the next step within the time prescribed in this article. Failure of the administration to respond or comply with the time limits shall result in automatic advancement of the grievance to the next step of the procedure. Time limits may be extended by mutual consent. It shall be the duty of both parties to process all grievances as quickly as possible.

When the grievant is not represented by the Association, the Association shall have the right, at its request, to have its representative present, to state the views of the Association and offer testimony of all stages of such a hearing process or procedure.

Unless the parties mutually agree otherwise, the President of the Association, or his designee, and the "grievant" shall receive prior notice of at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The Association on its own may continue to process a grievance originally filed by an individual or group of bargaining unit members.

Grievances may be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any staff member as a result of participation in any grievance or in any grievance proceeding.

The Board, the Administration, and the Association will cooperate with the investigation of any grievance, and further the parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a staff member and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: (1) initial presentation of the grievant's case; (2) presentation of the administration's response/case; (3) cross examination and/or questioning of witnesses or representatives, and (4) final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

A grievance may be withdrawn at any level without prejudice.

STEP ONE

The grievant shall first discuss the alleged grievance with his/her immediate supervisor or the administrative person who has the authority to bring about a resolution to the alleged problem.

STEP TWO

If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's Building Principal.

No later than twenty (20) working days from the time that the Association becomes aware of the alleged violation giving rise to the grievance, the grievant may, through the Association, submit to the Principal a completed and signed grievance form.

The written grievance shall be on a standard form supplied by the Association and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The grievant shall have the right to request a hearing before the Building Principal. If such a hearing is requested, the Principal and grievant shall mutually agree as to the time, place and date of the hearing which shall be held within seven (7) days of the submission of the written grievance.

The Building Principal shall take action on the written grievance within seven (7) days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after

the conclusion of said hearing. The disposition to the grievance and the reasons for same shall be reduced to writing and copies sent to the grievant, the Association and the Superintendent.

STEP THREE

If the action taken by the Building Principal does not resolve the grievance, such grievance may be appealed in writing to the Superintendent within seven (7) days from receipt of the written memorandum of the principal's disposition of the grievance. Upon request, a hearing shall be conducted by the Superintendent, or his designee, and the grievant shall mutually agree as to the time, place and date of such hearing which shall be held within seven (7) days of the submission of the written appeal from Step II.

The Superintendent, or his designee, shall take action on the appeal or the grievance within seven (7) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The disposition of the grievance and the reasons for same shall be reduced to writing and copies sent to the grievant, the Association and the Building Principal.

STEP FOUR

If the action taken by the Superintendent, or his designee, does not resolve the grievance, such grievance may be appealed to the Board of Education by submitting such appeal to the Superintendent, or his designee, with a copy filed with the Treasurer of the Board of Education within seven (7) days from receipt of the written memorandum from the Superintendent or his designee. The Superintendent, or his designee, shall place the matter on the agenda for the next regular meeting of the Board of Education in a closed session. If the grievant so desires, he/she may have the matter placed on the agenda for the next Board meeting-hearing to be held in open session.

Within five (5) days after the hearing before the Board, the Board will deliver to the grievant and the Association its written response to the grievance.

STEP FIVE

If the aggrieved, with the concurrence of the Association, is not satisfied with the disposition of the grievance by the Board, the grievant through the Association or the Association may submit the grievance to an impartial arbitrator by filing a notice of intent to advance to arbitration with the Treasurer of the Board and the Superintendent within ten (10) days of the receipt of the written response disposition from the Board. Within three (3) school days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules (1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no

power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. Claims of violation of law shall be submitted to a court of competent jurisdiction.

In any arbitration proceedings, where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render the decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. The decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction. In cases where the arbitrability of the issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling on the merits of the issue.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne equally by each of the parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

GRIEVANCE PROCEDURE FORM

LEVEL _____

Aggrieved Person, Persons and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

_____ Initiated on Level _____

STATE OF GRIEVANCE: (Give the specific language on specific source of the Master Contract, Board of Education Policies, administrative rules and regulations, past practice or fair treatment that have been misinterpreted, violated, misapplied or infringed upon.)

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? ___yes ___no

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore: _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative*

LEVEL TWO (Formal) Decision & Reasons Therefore: _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative*

LEVEL THREE (Formal) Decision & Reasons Therefore: _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or Association Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

*Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

ARTICLE V

EMPLOYMENT PRACTICES

A. SENIORITY

1. Defined:

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- a) Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- b) Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
- c) Time spent on inactive pay status (unpaid leave or layoff) or on a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d) No employee shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

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

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

- a) The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;
- b) The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then;
- c) The date the staff member signed his/her initial contract in the district, and then if a tie still remains;
- d) By lottery, with the most senior being designated as the employee whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Superseniority

- a) For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.
- b) Superseniority shall accrue from the date of initial employment.

4. Loss of Seniority

Seniority shall be lost when:

- a) An employee retires or resigns
- b) An employee is discharged for cause; or
- c) An employee otherwise leaves the employment of the Employer.

5. Posting of Seniority List

A current list of the members of the bargaining unit by seniority within areas of certification shall be maintained in the Superintendent's office and available upon request. Such list will be updated annually by October 29th.

B. EVALUATION OF TEACHERS

The Board of Education, in consultation with teachers employed by the Board, adopts this standards-based evaluation procedure in conformance with the framework for evaluation of teachers developed by the State Board of Education under O.R.C. §3319.112.

1. Teaching Employees Covered by this Policy

This evaluation procedure applies to those teaching employees required by law or the Ohio Department of Education ("ODE") to be evaluated pursuant to the Ohio Teacher Evaluation System ("OTES").

2. Performance Expectations

At the beginning of each school year (prior to October 1), the administration shall acquaint all teachers of the school district's performance expectations, evaluation procedures, criteria, and instruments which may subsequently be used in the evaluation process, and will clearly set forth in writing and distribute same to all teachers who have not previously received such performance expectations and evaluation procedures, criteria and instruments.

No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observations of the classroom work of the teacher by the credentialed administrator charged with the responsibility of evaluating that teacher.

3. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this Policy shall be conducted by a person who is permitted by law to evaluate teachers using OTES. The goal of the Board is to use evaluators employed by the school district as building and district administrators, but the Board reserves the right to choose the credentialed evaluators as needed.

4. Evaluation Timeline and Requirement

A. All Teachers

- a) District administrators shall conduct an evaluation of each teacher subject to this Policy at least annually. Each evaluation shall include: 1) two (2) cycles of formal observations of at least thirty (30) minutes each. All teacher evaluations shall be completed by the first day of May, and each teacher subject to this Policy shall be provided with a written copy of the evaluation results by the tenth day of May. At least one observation shall be completed during the first semester of the school year.
- b) For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May. Newly employed staff members must have at least one observation before the district's regularly scheduled Parent/Teacher Conferences.
- c) Walkthroughs shall be conducted at the discretion of the evaluator. No informal observation may become a part of the performance assessment unless the credentialed administrator has discussed such informal observation with the teacher. Any informal observation which is to be made part of the performance assessment shall be discussed with the teacher within ten (10) school days following such observation.
- d) Formal observations will be conducted only on days when normal classroom procedures can be expected. Thus, teachers will not be observed for the purpose of a formal observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development days, or on the first or last day of a marking period, unless previously agreed upon by both the teacher and credentialed evaluator.
- e) All formal observations shall include a pre-observation and a post-observation conference. The pre-observation conference will take place between the credentialed evaluator and the teacher to be observed, and serve as an opportunity to discuss the lesson to be observed. All formal observations shall be followed, within seven school days, by a conference between the credentialed administrator and the teacher involved. This conference will provide for the discussion of the teaching performance and any questions which may arise from the formal observation. The time constraints for this conference will be modified by illness or other emergency or by mutual agreement between the credentialed administrator and the teacher.

5. Accomplished Teachers

- a) The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this Policy once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.
- b) The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to

this Policy via two cycles of formal observations and periodic classroom walkthroughs

6. Assigning an Effectiveness Rating

Effectiveness ratings shall be based on the percentages of teacher performance and student growth set forth in Ohio law. Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” Any changes to the effectiveness rating designations required by law will be automatically put in place. An effectiveness rating will be based on criteria required to be considered by Ohio Law and ODE regulations.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by the ODE is incorporated herein.

7. Calculating Teacher Performance

Teacher Performance will be determined using evaluation tools developed by the ODE. Those tools are incorporated by reference.

8. Calculating Student Growth Measures

Student academic growth will be measured through value-added scores on evaluations for teachers where value-added scores are available in proportion to the part of a teacher’s schedule of courses or subjects for which the value-added progress dimension is applicable. If all or part of a teacher’s schedule is not comprised of courses for which value-added is applicable, then that portion of the student growth shall be measured using the Shared Attribution model which uses the school’s total value-added score. Teachers may request the use of Board approved Student Learning Outcomes instead of the Shared Attribution model.

9. Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix provided by ODE through the OTES model.

The credentialed administrator shall provide the teacher with specific nature of the deficiency, with specific, written recommendations for improvement and shall provide opportunity for assistance and resources necessary to implement such recommendations.

10. Retention and Promotion Decisions

The Board shall utilize the Reduction in Force procedure set forth in Article VI(D) process for retaining or not retaining a teacher.

11. Removal of Poorly-Performing Teachers

Teachers who are determined by the Superintendent to be poorly-performing teachers, and those who are not found to be poorly performing, but that the Board has decided should be non-renewed, shall be non-renewed in accordance with ORC Section 3319.11.

12. Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

The Kalida Board of Education will allocate financial resources to support professional development through the use of funds provided through the Race to the Top initiative, the REAP Grant, and/or appropriate Title Funding sources. This allocation will be at the sole discretion of the Kalida Board of Education.

13. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation, and to have it to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties shall be provided to the teacher.

C. PERSONNEL FILE

A personnel file for each bargaining unit member shall be maintained in the Superintendent's office. This file shall be considered the only official file.

During normal working hours, and upon reasonable advance request, a bargaining unit member shall have the right to review his/her personnel file in the office of the Superintendent, in the presence of the Superintendent or his/her designee. The bargaining unit member shall have the right to have a representative present with him/her while reviewing the file.

A staff member shall be entitled to a copy of any document or materiel contained in his/her file without cost.

All entries in such personnel files shall be signed and dated by the administrator placing the information in the file.

Prior to placing any document related to a bargaining unit member's job performance in a bargaining unit member's personnel file, the bargaining unit member shall be shown the document, given the opportunity to initial the document, and shall be provided a copy of the document. If the bargaining unit member refuses to initial the document, it may be placed in the file. The bargaining unit member's initials shall not constitute agreement with the content of the document.

A bargaining unit member shall have the right to attach a written reply to any material being placed in his/her file, and the reply shall be attached to the material in question. Anonymous letters or materials will not be placed in a bargaining unit member's personnel file.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

Material placed in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or the Superintendent and placed in a separate file or disposed of in accordance with Ohio Law.

The provisions of this section of the contract shall not be construed to limit the rights accorded to a staff member pursuant to ORC 1347.

D. REDUCTION IN FORCE

1. General

To the extent possible, the number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, or go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

2. Reason for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools, territorial changes affecting the district, financial reasons, or any other reason(s) set forth in O.R.C. §3319.17, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reduction.

3. Suspension - Renewal Suspension

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

a) Order of Reduction

- i. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
- ii. Limited contract teachers shall be reduced first utilizing the following order:
 - (A) Certification/Licensure within the affected teaching field.
 - (B) Comparable evaluations as defined in this Agreement.
 - (C) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- iii. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

- (A) Certification/Licensure within the affected teaching field.
 - (B) Comparable evaluations as defined in this Agreement.
 - (C) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- iv. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

b) Comparable Evaluations

i. Comparable evaluations shall be defined as follows:

- (A) All teachers who receive a rating of Accomplished shall be comparable to other Accomplished teachers.
- (B) All teachers who receive a rating of Skilled shall be comparable to other Skilled teachers.
- (C) All teachers who receive a rating of Developing shall be comparable to other Developing teachers.
- (D) All teachers who receive a rating of Ineffective shall be comparable to other Ineffective teachers.

If the legislature adds another evaluation level, it will be incorporated at the beginning of the school year following legislation's effective date.

- c) A staff member so affected who possesses certification/licensure in another area(s) may elect to displace another staff member who holds a lower position on a seniority list for that area of certification/licensure if both staff members have comparable evaluations as determined by the building principal and superintendent. Displacement rights shall be exercised by all staff within their respective contract status (continuing contract – tenured or limited contract) with no non-tenured staff exercising displacement over tenured staff except as outlined above. Displacement shall be limited to areas of the teacher's certification/licensure.

4. Notice of Intent to Reduce Staff/Conference/Hearing

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all teachers so affected and shall also give the complete list of affected individuals to the Association at the earliest practicable time, but not later than April 30th or thirty (30) calendar days prior to Board action to reduce staff whichever comes first. The Association and each teacher whose contract is to be suspended (or renewed-

suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal-suspension. Each professional staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by a person of his or her own choosing.

5. Employee Rights While on Reduction

The above section shall not diminish or void any right or privileges provided staff members in any state or federal laws except as expressly and specifically set forth herein.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association. Contracting can occur even though members of bargaining unit who are not certified are on reduction in force.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being reduced in force and awaiting recall and not as being terminated with the system.

Teachers on the recall list will have the following rights:

- a) Staff member(s) on reduction are to be recalled as determined by the Superintendent and building principal.
- b) The recall list for those staff limited contracts shall be maintained for a period of three years or until the limited contract expires whichever is greater. Thereafter, a limited contract employee on reduction shall lose his/her right to recall.
- c) While a reduction continues, no substitute staff member(s) or any other person new to the system will be hired except where:
 - i. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or
 - ii. All qualified staff member(s) on layoff decline the offer to fill the vacancy.
- c) Reduced staff members may choose to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) calendar days in advance. Such employees will be informed of the premium due date and such premium payment must be received by the Treasurer at least one (1) week prior to the insurance company billing date.

6. Notification of Recall

It shall be the responsibility of each teacher to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to all qualified said teachers at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible LIMITED CONTRACT teacher that fails to accept the offer of re-employment in writing within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said offer is delivered at the last known address of the teacher, shall be considered to have rejected said offer, and shall be removed from the recall list. The most senior of those responding will be given the vacant position.

7. Status Upon Recall

Upon acceptance of the notification to resume active employment status, a teacher on the recall list will return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such teacher shall be credited with additional sick leave, if any has been earned through interim employment, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

8. Transfers Due to Reduction in Force

- a) When personnel must be transferred as a result of reduction in force at the particular grade level or class, the Superintendent shall notify all teachers of the necessary reductions by position, grade level and building.
- b) The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the teachers of the department(s) or grade level(s) affected by the reduction shall be transferred as determined by the Superintendent.
- c) Except in unusual and/or emergency circumstances, the teacher(s) to be transferred involuntarily shall be informed within a reasonable time of the decision to transfer.
- d) The teacher(s) to be transferred may schedule a conference concerning the transfer with the Superintendent.
- e) Any teacher subject to involuntary transfer due to a reduction in force, who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When, during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

E. VACANCY POSTING

A vacancy will be defined as any position in the bargaining unit that the Superintendent intends to fill resulting from:

1. An employee's separation from employment as a result of a termination, non-renewal, resignation or death;
2. An employee's transfer to another bargaining unit position;
3. An employee's assumption of a non-bargaining unit position;

4. An employee's leave of absence for more than one (1) year;
5. The creation of a new bargaining unit position.

Within five (5) days of the occurrence of a vacancy, all such vacancies shall be posted in a conspicuous place in each building of the district, emailed to district employees, and on the district's website for a period of ten (10) workdays. Said posting shall contain the following information:

1. Description of the positions; duties
2. Location of work
3. Starting date
4. Hours to be worked
5. Entry level qualifications, licensure or certification requirements
6. Deadline for application
7. Any additional pertinent information

Interested bargaining unit members shall apply in writing and be given consideration by the Superintendent, or designee, within the ten (10) day posting period.

F. TENURE LANGUAGE

Termination of Contract

The termination of a teacher's continuing contract during the term of such contract shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16

G. NONRENEWAL OF LIMITED TEACHING CONTRACTS FOR PROBATIONARY EMPLOYEES WHO HAVE BEEN EMPLOYED FOR TWO (2) YEARS OR LESS.

1. Limited contract teachers who are employed after July 31, 2014, and who have been employed for two (2) or fewer years shall be notified by the Superintendent if they will not be recommended to the Board for rehiring at the end of their contract. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.
2. This nonrenewal procedure for such teachers supersedes all provisions of O.R.C. §§3319.11, 3319.111, and 3319.112, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. §§3319.11, 3319.111, or 3319.112, or through the negotiated grievance procedure or other tribunal.

ARTICLE VI

LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred twenty five (225) days. Bargaining unit members who have the maximum sick leave balance at the beginning of the year and who use less than the 15 days accumulation during the year, will have an adjustment made at the end of the year to still reflect the maximum balance. It is the responsibility of the bargaining unit member to notify the Treasurer.

On June 30th of each year, the balance of unused personal leave days will be converted to sick leave days, for a total up to 3 days. (See Article VII, Section B.)

2. Each newly hired certified staff member of the Board who has no accumulated sick leave, or any certified staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract but absent because of paid sick leave, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
3. Those employees who render part-time, seasonal, intermittent, per diem, or hourly service will be entitled to sick leave in proportion to the time actually worked.
4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon re-employment, provided such sick leave has not been used in the employ of another Board of Education or other agency of the State of Ohio covered by such provision.
5. A professional staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by another Board(s) of Education or by state, county, or municipal government(s) in Ohio, will receive full credit up to two hundred twenty five (225) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another Board of Education, state, county, or municipal government in Ohio, will receive full credit up to two hundred twenty five (225) days for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled and when staff relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.

9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
 - a) Injury and/or illness in the immediate family.

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.
 - b) Death in family.

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.
10. Each professional staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee shall list, on the same form, the name and address of the attending physician and the date when the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under section 3319.16 of the Revised Code.
11. If the superintendent suspects falsification or abuse of sick leave, he/she may question the employee regarding their sick leave use.

B. PERSONAL LEAVE

1. Unrestricted

Employees will be authorized up to three (3) days of unrestricted personal leave annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent forty-eight (48) hours in advance unless circumstances make it impossible to comply herewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave.

The applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business. No more than 10% of the employees in each building will be granted unrestricted personal leave on the same day. If more than 10% request the same day, approval will be based on the date of request. Second tie breaker will be the seniority of the staff members involved.

Personal days shall be permitted on the day preceding or following a school holiday or vacation, prior to September 15 or after May 15 of a school year only with ten (10) school days of notification to the Superintendent.

On June 30th of each year, the balance of unused personal leave will be converted to sick leave, for a total up to 3 days.

C. SICK LEAVE BANK

All donations shall be made by completing the Sick Leave Donation Form. While all members will be given the opportunity to donate to the Sick Leave Bank, it is advised that members with minimal accumulated sick leave be cautious with their decision to donate to the Sick Leave Bank.

A Sick Leave Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the KEA President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Donation Forms each time a solicitation for additional days to the Sick Leave Bank is made;
2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
3. Processing of all requests for use of the days in the Sick Leave Bank (receipt of requests, notifications of the Board Treasurer's office, etc.);
4. Monitoring of all usage of days from the Sick Leave Bank;
5. Solicitation of additional days when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and receipts from the Sick Leave Bank.

A member must meet all of the following requirements to be eligible to apply and receive days from the Sick Leave Bank, and individual members will be limited to withdrawing twenty (20) sick days per year from the sick leave bank:

1. A member's personal sick leave accumulations must be exhausted;
2. The need for additional sick leave days from the Sick Leave Bank must be based on catastrophic (life-threatening) illness or injury, and/or surgery to a bargaining unit member, but shall not include use for normal pregnancy.
3. A physician must verify, in writing, the member's need to be off work.
4. A member must apply for disability leave and/or disability retirement thru the State Teacher's Retirement System (STRS), and be denied disability within 364 days of the initial request for additional requests beyond the initial 20 days.
5. Retired-Rehired teachers are not eligible to receive days from the sick leave bank.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to twenty (20) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests withdrawals from the Sick Leave Bank in increments of up to

twenty (20) days annually. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the sick leave bank to commence at the beginning of the next contract year. A member who has been granted disability leave and/or disability retirement by STRS may not apply for additional days from the Sick Leave Bank or use days previously granted by the Oversight Committee from the Sick Leave Bank beyond the starting date of approved coverage for disability leave or disability retirement granted by STRS. However, if a member's disability leave status is revoked or terminated by STRS, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals twenty (20) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. All solicitations by the Oversight Committee for donations to the Sick Leave Bank shall be limited to three (3) days per member, per year and only take place when the days available in the Sick Leave Bank totals twenty (20) days or less.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

D. CHILD CARE LEAVE OF ABSENCE

Upon written request, any regularly employed staff member, who has been employed two or more years in the school district, will be granted an unpaid leave of absence for child care purposes.

Such leave may begin at any time during the school year and extend for a period of up to one year. This leave may be renewed for an additional one year.

Professional staff on such unpaid leave will not be entitled to accrue any additional sick leave, but may continue participation in any or all District group insurance plan by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty days in advance of the Board payment due date.

The professional staff member on such leave may request an early termination of leave by submitting such a request to the Superintendent. The staff member may be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the staff member will resume at least the same contract status previously and will be assigned by the Superintendent and Board of Education as to grade and building. Any request for a different assignment, will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of the District.

E. JURY DUTY

Each employee selected for jury duty shall notify his/her building principal and the superintendent in ample time so that arrangements may be made for the time absent. The money received from jury duty, for daily attendance only, will be turned in to the school treasurer. This leave of absence will not be deducted from the teacher's sick leave, personal leave, or other leaves of absence. While on jury duty, the teacher's sick leave, severance pay, and all other benefits shall accrue to the teacher the same as any other regularly employed classroom teacher.

ARTICLE VII

PROFESSIONAL COMPENSATION

A. SALARY PLACEMENT AND PAYROLL PRACTICES

1. The salary of each bargaining unit member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule and/or supplemental salary schedule where applicable.
2. Bargaining unit members on extended service contract shall be paid their per diem rate for each day of such service.
3. Each new teacher employed by the Board shall be given credit for the years of experience documented by STRS, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both.
4. One year's teaching experience shall be defined as not less than one hundred twenty (120) days, as determined by STRS, of teaching experience during a given school year in the same school district. A year of military service shall be defined as twelve months or major fraction thereof.
5. In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer no later than October 1.
6. Each teacher newly employed after July 31, 2014 who is not entitled to the service credit set forth in paragraph 3 will be placed at Step 2 of the salary schedule at the appropriate degree column and remain at Step 2 until the beginning of the teacher's fourth school year of experience. Beginning with the teacher's fourth school year of experience, the teacher will be placed at Step 3 of the salary schedule and will advance each year thereafter in accordance with this Agreement.
7. A one-time \$700 negotiated agreement signing bonus will be paid to each eligible employee on a teaching contract on September 5, 2014. The signing bonus will be paid in a separate check, and not subject to electronic deposit requirements. Payments will only be made to teachers under contract for the 2014-15 school year, and all applicable taxes and retirement payments will be deducted from the \$700 bonus.

B. ADVANCEMENT ON SALARY SCHEDULE - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.

2. Said hours must be verified by transcript or letter from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th of the current school year.

C. PAY PERIODS

1. Salary will be divided into twenty-six equal pay periods. Pay days shall be on alternate Fridays throughout the year. When pay day falls on a holiday, pay day will be on the day before the holiday.

All bargaining unit members shall have their paychecks direct deposited into the bank(s) of their choice. Employees will receive pay stub information detailing the amount of their deposit on the pay date.

2. Supplemental contract will be paid as follows:

- a) Staff: Four times a year. The first payroll in the months of October, December, March and May.
- b) Non-staff upon completion of supplemental contract.
- c) All employees shall have their supplemental contract paychecks direct deposited into the bank(s) of their choice. Employees will receive pay stub information detailing the amount of their deposit on the pay date.

D. WAIVER OF SALARY NOTIFICATION

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to ORC 3319.12 while negotiations over salaries/wages affecting such notices are underway. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules.

E. PAYROLL DEDUCTIONS

Except where otherwise required by federal law, deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer and other required federal, state or local taxes.
3. Retirement, dues, and contributions.
4. Annuities
5. Insurances
6. U.S. Savings bonds
7. Credit union/Bank savings account

8. Charitable contributions made to recognized charities.
9. Other deductions as agreed to by the Treasurer and the Bargaining unit member (such as buy back for retirement.)

The employee must sign a payroll deduction form requesting the deduction and submit it to the Treasurer. Withholding as otherwise provided herein, such deductions shall commence with the first check of the next pay period following submission and will continue in effect until such time as employee withdraws the request or leaves the employment position.

Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$5.00

F. BASE SALARY DEFINED

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelor's degree and no experience.

G. DAILY OR PER DIEM RATE DEFINED

1. The daily or per diem rate shall be calculated by dividing the number of work days in the adopted school calendar applicable to the affected assignment into the salary of the individual.
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.

H. SALARY OF PART-TIME STAFF

Staff employed in part-time positions will be paid as follows:

1. Full day, partial week:

Schedule staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

2. Partial day schedule:

Staff employed on a partial day schedule will be paid using one of the following methods of computation:

- a) Part-time high school, junior high staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), for which they are contracted as a fraction of the total teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).
- b) Part-time high school and junior high staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.

- c) Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods, the salary will be computed on the basis of the staff member assigned pupil contact time as a fraction of the total pupil contact time required of a full-time staff member assigned to the same or similar position. Part time staff shall be entitled to Board paid fringe benefits prorated to that of full time staff.

I. CERTIFIED SALARY SCHEDULE

Kalida Local School District
2014-2015 Salary Schedule

Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049	Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049
INDEX SALARY	0	1.0000 31,139	1.0400 32,385	1.0950 34,097	1.1150 34,720	INDEX SALARY	15	1.5200 47,332	1.6120 50,196	1.7190 53,528	1.7520 54,556
INDEX SALARY	1	1.0400 32,385	1.0840 33,755	1.1430 35,592	1.1640 36,246	INDEX SALARY	16	1.5600 48,577	1.6560 51,567	1.7670 55,023	1.8010 56,082
INDEX SALARY	2	1.0800 33,630	1.1280 35,125	1.1910 37,087	1.2130 37,772	INDEX SALARY	17	1.5600 48,577	1.6560 51,567	1.7670 55,023	1.8010 56,082
INDEX SALARY	3	1.1200 34,876	1.1720 36,495	1.2390 38,581	1.2620 39,298	INDEX SALARY	18	1.5600 48,577	1.6560 51,567	1.7670 55,023	1.8010 56,082
INDEX SALARY	4	1.1600 36,121	1.2160 37,865	1.2870 40,076	1.3110 40,824	INDEX SALARY	19	1.5600 48,577	1.6560 51,567	1.7670 55,023	1.8010 56,082
INDEX SALARY	5	1.2000 37,367	1.2600 39,235	1.3350 41,571	1.3600 42,349	INDEX SALARY	20	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	6	1.2400 38,613	1.3040 40,606	1.3830 43,066	1.4090 43,875	INDEX SALARY	21	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	7	1.2800 39,858	1.3480 41,976	1.4310 44,560	1.4580 45,401	INDEX SALARY	22	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	8	1.3200 41,104	1.3920 43,346	1.4790 46,055	1.5070 46,927	INDEX SALARY	23	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	9	1.3600 42,349	1.4360 44,716	1.5270 47,550	1.5560 48,453	INDEX SALARY	24	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	10	1.4000 43,595	1.4800 46,086	1.5750 49,044	1.6050 49,978	INDEX SALARY	25	1.6000 49,823	1.7000 52,937	1.8150 56,518	1.8500 57,608
INDEX SALARY	11	1.4400 44,840	1.5240 47,456	1.6230 50,539	1.6540 51,504	INDEX SALARY	26	1.6600 51,691	1.7660 54,992	1.8870 58,760	1.9235 59,896
INDEX SALARY	12	1.4800 46,086	1.5680 48,826	1.6710 52,034	1.7030 53,030	INDEX SALARY	27	1.6600 51,691	1.7660 54,992	1.8870 58,760	1.9235 59,896
INDEX SALARY	13	1.5200 47,332	1.6120 50,196	1.7190 53,528	1.7520 54,556	INDEX SALARY	28	1.6600 51,691	1.7660 54,992	1.8870 58,760	1.9235 59,896
INDEX SALARY	14	1.5200 47,332	1.6120 50,196	1.7190 53,528	1.7520 54,556	INDEX SALARY	29	1.6600 51,691	1.7660 54,992	1.8870 58,760	1.9235 59,896
						INDEX SALARY	30	1.6600 51,691	1.7660 54,992	1.8870 58,760	1.9235 59,896

Kalida Local School District
2015-2016 Salary Schedule

Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049	Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049
INDEX SALARY	0	1.0000 31,840	1.0400 33,113	1.0950 34,864	1.1150 35,501	INDEX SALARY	15	1.5200 48,396	1.6120 51,325	1.7190 54,732	1.7520 55,783
INDEX SALARY	1	1.0400 33,113	1.0840 34,514	1.1430 36,393	1.1640 37,061	INDEX SALARY	16	1.5600 49,670	1.6560 52,726	1.7670 56,261	1.8010 57,343
INDEX SALARY	2	1.0800 34,387	1.1280 35,915	1.1910 37,921	1.2130 38,621	INDEX SALARY	17	1.5600 49,670	1.6560 52,726	1.7670 56,261	1.8010 57,343
INDEX SALARY	3	1.1200 35,660	1.1720 37,316	1.2390 39,449	1.2620 40,182	INDEX SALARY	18	1.5600 49,670	1.6560 52,726	1.7670 56,261	1.8010 57,343
INDEX SALARY	4	1.1600 36,934	1.2160 38,717	1.2870 40,978	1.3110 41,742	INDEX SALARY	19	1.5600 49,670	1.6560 52,726	1.7670 56,261	1.8010 57,343
INDEX SALARY	5	1.2000 38,208	1.2600 40,118	1.3350 42,506	1.3600 43,302	INDEX SALARY	20	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	6	1.2400 39,481	1.3040 41,519	1.3830 44,034	1.4090 44,862	INDEX SALARY	21	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	7	1.2800 40,755	1.3480 42,920	1.4310 45,563	1.4580 46,422	INDEX SALARY	22	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	8	1.3200 42,028	1.3920 44,321	1.4790 47,091	1.5070 47,982	INDEX SALARY	23	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	9	1.3600 43,302	1.4360 45,722	1.5270 48,619	1.5560 49,542	INDEX SALARY	24	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	10	1.4000 44,575	1.4800 47,123	1.5750 50,147	1.6050 51,103	INDEX SALARY	25	1.6000 50,943	1.7000 54,127	1.8150 57,789	1.8500 58,903
INDEX SALARY	11	1.4400 45,849	1.5240 48,524	1.6230 51,676	1.6540 52,663	INDEX SALARY	26	1.6600 52,854	1.7660 56,229	1.8870 60,081	1.9235 61,244
INDEX SALARY	12	1.4800 47,123	1.5680 49,925	1.6710 53,204	1.7030 54,223	INDEX SALARY	27	1.6600 52,854	1.7660 56,229	1.8870 60,081	1.9235 61,244
INDEX SALARY	13	1.5200 48,396	1.6120 51,325	1.7190 54,732	1.7520 55,783	INDEX SALARY	28	1.6600 52,854	1.7660 56,229	1.8870 60,081	1.9235 61,244
INDEX SALARY	14	1.5200 48,396	1.6120 51,325	1.7190 54,732	1.7520 55,783	INDEX SALARY	29	1.6600 52,854	1.7660 56,229	1.8870 60,081	1.9235 61,244
						INDEX SALARY	30	1.6600 52,854	1.7660 56,229	1.8870 60,081	1.9235 61,244

Kalida Local School District
2016-2017 Salary Schedule

Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049	Step	Degree Hours	BA 0.04	BA150 0.044	MA 0.048	MA15 0.049
INDEX SALARY	0	1.0000 32,477	1.0400 33,776	1.0950 35,562	1.1150 36,212	INDEX SALARY	15	1.5200 49,365	1.6120 52,353	1.7190 55,828	1.7520 56,899
INDEX SALARY	1	1.0400 33,776	1.0840 35,205	1.1430 37,121	1.1640 37,803	INDEX SALARY	16	1.5600 50,664	1.6560 53,782	1.7670 57,387	1.8010 58,491
INDEX SALARY	2	1.0800 35,075	1.1280 36,634	1.1910 38,680	1.2130 39,394	INDEX SALARY	17	1.5600 50,664	1.6560 53,782	1.7670 57,387	1.8010 58,491
INDEX SALARY	3	1.1200 36,374	1.1720 38,063	1.2390 40,239	1.2620 40,986	INDEX SALARY	18	1.5600 50,664	1.6560 53,782	1.7670 57,387	1.8010 58,491
INDEX SALARY	4	1.1600 37,673	1.2160 39,492	1.2870 41,798	1.3110 42,577	INDEX SALARY	19	1.5600 50,664	1.6560 53,782	1.7670 57,387	1.8010 58,491
INDEX SALARY	5	1.2000 38,972	1.2600 40,921	1.3350 43,357	1.3600 44,168	INDEX SALARY	20	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	6	1.2400 40,271	1.3040 42,350	1.3830 44,915	1.4090 45,760	INDEX SALARY	21	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	7	1.2800 41,570	1.3480 43,779	1.4310 46,474	1.4580 47,351	INDEX SALARY	22	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	8	1.3200 42,869	1.3920 45,208	1.4790 48,033	1.5070 48,943	INDEX SALARY	23	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	9	1.3600 44,168	1.4360 46,637	1.5270 49,592	1.5560 50,534	INDEX SALARY	24	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	10	1.4000 45,468	1.4800 48,066	1.5750 51,151	1.6050 52,125	INDEX SALARY	25	1.6000 51,963	1.7000 55,211	1.8150 58,945	1.8500 60,082
INDEX SALARY	11	1.4400 46,767	1.5240 49,495	1.6230 52,710	1.6540 53,717	INDEX SALARY	26	1.6600 53,911	1.7660 57,354	1.8870 61,284	1.9235 62,469
INDEX SALARY	12	1.4800 48,066	1.5680 50,924	1.6710 54,269	1.7030 55,308	INDEX SALARY	27	1.6600 53,911	1.7660 57,354	1.8870 61,284	1.9235 62,469
INDEX SALARY	13	1.5200 49,365	1.6120 52,353	1.7190 55,828	1.7520 56,899	INDEX SALARY	28	1.6600 53,911	1.7660 57,354	1.8870 61,284	1.9235 62,469
INDEX SALARY	14	1.5200 49,365	1.6120 52,353	1.7190 55,828	1.7520 56,899	INDEX SALARY	29	1.6600 53,911	1.7660 57,354	1.8870 61,284	1.9235 62,469
						INDEX SALARY	30	1.6600 53,911	1.7660 57,354	1.8870 61,284	1.9235 62,469

J. SUPPLEMENTAL SALARIES

Groups	1	2	3	4	5	6	7	8	9	10	11
0-4 years	16%	14%	10.5%	9%	7%	6%	5.5%	4.5%	3.5%	3%	2.5%
5+ years	17%	15%	11.5%	10%	8%	7%	6.5%	5.5%	4%	3.5%	3%

% Based on BS salary schedule, corresponding to supplemental position experience. (Board has option of placing on schedule based on experience at another school or related experience at Kalida or another school.)

Group 1

Athletic Director

Group 2

Varsity Boys Basketball Coach
Varsity Girls Basketball Coach

Group 3

Summer Marching Band Director

Group 4

Musical Director
Varsity Boys Baseball Coach
Varsity Girls Softball Coach
Varsity Boys Soccer Coach
Varsity Girls Soccer Coach
Varsity Girls Volleyball Coach
Varsity Boys Cross Country Coach
Varsity Girls Cross Country Coach
Varsity Golf Coach
Reserve Boys Basketball Coach
Reserve Girls Basketball Coach

Group 5

Faculty Manager
Reserve Boys Baseball Coach
Reserve Girls Softball Coach
Reserve Boys Soccer Coach
Reserve Girls Soccer Coach
Reserve Girls Volleyball Coach
Assistant Boys Basketball Coach
Assistant Girls Basketball Coach
Auxiliary Band Instructor
Assistant Marching Band Director

Group 6

Assistant Boys Baseball Coach
Assistant Girls Softball Coach
Assistant Boys Soccer Coach
Assistant Girls Soccer Coach
Assistant Girls Volleyball Coach
Assistant Cross Country Coach
Freshman Boys Basketball Coach
Freshman Girls Basketball Coach
Annual Advisor
Assistant Musical Director
Weight Training Coordinator

Group 7

Freshman Girls Volleyball Coach
Freshman Boys Baseball Coach
Freshman Boys Soccer Coach
7th Grade Boys Basketball Coach
8th Grade Boys Basketball Coach
7th & 8th Grade Boys "B-Team
Basketball Coach
7th Grade Girls Basketball Coach
8th Grade Girls Basketball Coach
7th Grade Girls Volleyball Coach
8th Grade Girls Volleyball Coach
Junior High Golf Coach
Student Council Advisor
Choral Director
Intramural Advisor
Acme Baseball Coach

Group 8

High School Cheerleading Advisor
Competition Squad Cheerleading
Advisor
Academic Team Advisor
Early Bus Duty, HS Bldg
Early Bus Duty
Late Bus Duty, Inside
Late Bus Duty, Outside

Group 9

Pep Band Director
Assistant Cheerleading Advisor
Play Director

Group 10

Senior Class Advisor
Prom Advisor
Junior High Cheerleading Advisor
Junior High Academic Club
Advisor
National Honor Society Advisor

Group 11

Junior Class Advisor
Junior High Science Coordinator
High School Science Coordinator
Elementary AV Director
High School AV Director
Foreign Language Club Advisor
Elementary Newspaper Editor
Elementary Choir Director
Assistant Academic Team Advisor
Elem. Volunteer Aide Coordinator
Elem. Safety Patrol Supervisor
Cats Who Care Advisor
Blood Mobile Coordinator

The Board and the Association hereby agree to the formation of a committee to examine the current supplemental salary schedule and study any possible changes to said schedule. The committee shall be composed of three (3) association members and two (2) administrators. This committee shall report any recommended changes to the Superintendent and to the Association President by October 30, 2014. These recommended changes shall then be negotiated to be included in the successor agreement.

K. EXTENDED SERVICE

1. Staff assigned to the listed areas shall be employed at a per diem rate of pay. Such days of employment shall be in addition to those required of other regular teaching staff not employed on an extended service contract.

Vocational Agriculture	40 days
Band	15 days
Guidance	17 days
Library	5 days

2. Intervention/Tutorial Pay - $.0007072 \times (\text{Base Salary [BA-0]})$ per period of instruction or preparation.
3. The hourly rate paid to teachers will be the same as the Tutorial Rate (no longer per diem) for work performed above and beyond any teaching contracts, extended time contracts, and/or any supplemental contracts.

L. STRS PICK UP

The Board of Education will “pick up” (assume and pay), utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of bargaining unit employees under the following terms and conditions:

1. The amount to be “picked-up” and paid on behalf of each employee shall be the total bargaining unit member contribution as required in Section 3307.51 of the Revised Code or any statutory increases therein, of the bargaining unit members’ gross annual compensation, at no cost to the Board of Education, and upon approval of the retirement system. The bargaining unit member’s gross annual compensation shall be reduced for the purpose of State and Federal tax only by an amount equal to the amount “picked-up” and paid by the Board of Education.
2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein, but assumes no further liability.
3. The “pick-up” percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer “pick-up.”
4. The “pick-up” shall apply to all compensation including supplemental earnings.
5. Payment for all paid leaves, i.e. sick leave, personal leave, severance, supplementals including unemployment and worker’s compensation, shall be based on the employee’s daily gross pay prior to the reduction for “pick-up” purposes (e.g. gross pay divided by the number of days in a teacher’s contract).

M. SEVERANCE PAY

Any bargaining unit member of the school district with a minimum of ten or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire from service while in the employ of the district, shall be paid 25% of his accumulated and unused sick leave. The maximum payment which shall be made is 25% of

225 days or 56 1/4 days. They must have at least ten years service at Kalida to qualify for any severance pay.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the teacher's salary schedule. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty. (182)

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Upon receipt of documentation from any of the above named retirement systems authenticating official service retirement and unless the Board receives written notice from the employee electing not to pay severance pay, the Board shall forward such severance payment in one installment at the next regular pay period.

Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

Severance will include death. In the case of death, regardless of the years of service, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in this section of this agreement. (See item M1) In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased per 2133.04 O.R.C.

N. EARLY NOTIFICATION BONUS

A \$500.00 early notification bonus will be paid to any bargaining unit member whose resignation is submitted to the Board of Education four (4) months prior to the date of resignation. (Ex. February 1 for a June 1 resignation date.) An additional \$100.00 per month for each month prior to the four (4) month notification period will also be paid. The maximum early notification bonus will be \$1,000.00.

O. RETIREMENT INCENTIVES

A. VICTORY LAP

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is first eligible for retirement under STRS (30 years of service at any age, 25 years and 55 years of age, or five years of service and 60 years of age) and who has been employed in the school district for at least five (5) years.
2. To be eligible, the bargaining unit member must apply for this incentive in the first year of eligibility.
 - a. Bargaining unit members who meet or exceed the qualifications set forth in paragraph 1 by May 30, 2008 and wish to apply for this incentive, shall have a one-time opportunity to participate by submitting their application for the retirement incentive by August 15, 2008.
 - b. Bargaining unit members who do not meet or exceed the qualifications set forth in paragraph 1 prior to the end of the 2007-08 school year must

submit their application for this incentive by March 1 of all subsequent school years 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. If the Board decides at the conclusion of these requirements not to rehire the retired bargaining unit member, the retiree shall not be rehired for the additional two (2) semesters.
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.

P. REIMBURSEMENT OF PROFESSIONAL TRAINING

1. Any member of the bargaining unit who earns semester hours or quarter hours from a university or college accredited by the Ohio Board of Regents, between September 1 and August 31 shall receive, in addition to the regular salary, the actual cost per credit hour up to \$150.00 a semester hour and \$100.00 a quarter hour following successful completion of eligible course work and submission of a transcript or record and receipt for payment of same. Total funds for such reimbursement shall not exceed \$15,000 per fiscal year for classroom teaching, guidance, or administration classes. Eligible course work shall be that required to maintain, upgrade, or renew current certification or license or that course work applicable to any classroom teaching field. (When reimbursement will be sought, all eligible course work must be pre-approved by the Superintendent in advance of the completion of such work.)

Reimbursement will be made on a first come first serve basis until the fund is exhausted. Should the reimbursement pool funds be exhausted for a given year, all eligible course work taken by a teacher, at the request of the Board of Education, shall be reimbursed in full by the Board of Education at the aforementioned rates. Reimbursement will only be made for course work attaining a C+ or higher or a passing grade in a pass/fail course.

Payment shall be made only one time for such earned credit.

Professional growth reimbursement is renewable each year only if additional credit hours are received.

Staff members accepting credit reimbursement must remain on staff for at least one year after reimbursement or repay any reimbursement for the prior year.

2. Teachers requested by the Superintendent to attend any training and/or to take any additional coursework shall be guaranteed to receive their per diem pay. Said teachers shall be paid for an entire day if the time spent, including travel time and a 30 minute lunch or dinner, is more than four (4) hours. If less than four (4) hours then they shall be paid for half a day at their per diem rate.

The participation in said training and/or coursework shall be voluntary. It is to be entirely optional and no repercussions shall be evidenced toward any staff member for refusing to participate. It is understood that this training is not mandatory.

All requests for per diem rate shall be preapproved by the Superintendent using the board approved "Requested Training/Coursework" form.

Q. COMPENSATION FOR LECTURE HOURS

The Board will pay \$100.00 annually to any teacher who attends the equivalent of five (5), one hour lectures dealing with education or relating to children where such lectures are offered and taken for either CEU's or a minimum of one (1) quarter hour of college credit. Such hourly credit will be cumulative from July 1 to the following June 30th. All lecture series and credits must be pre-approved by the Superintendent.

Payment will be forwarded to the individual in the first paycheck in October, or the last paycheck in January, or the last paycheck in April or the last paycheck in July whichever comes first following such submission of evidence of the completion of the CEU or college credit.

College credit hours submitted for the \$100.00 lecture hour payment may not be submitted for the college credit hour reimbursement.

R. ENTRY YEAR PROGRAM

The Kalida Local School District shall incorporate the Entry Year Program as provided by the Putnam County Educational Service Center. The stipend for each mentor shall be seven hundred fifty dollars (\$750.00). The Kalida Local School District Board of Education will continue the Entry Year Program should the Putnam County Educational Service Center no longer provide this program.

S. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB 230). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the Board shall be placed on the committee.

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by the majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each committee member except the secretary shall be paid \$20.00 per hour up to a maximum of 25 hours for work performed outside the regular work day. The secretary shall be paid \$20.00 per hour up to a maximum of 50 hours for work performed outside the regular work day.

Training for the LPDC committee members shall be in addition to other professional leave.

T. HOSPITAL SURGICAL/MAJOR MEDICAL

The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board, for full time certificated employees now or hereafter employed and his/her family. Full time is considered to be a person working five (5) hours or more per day.

Employees are required to complete enrollment forms indicating the desired coverage, i.e. family coverage, single coverage, etc.

Any bargaining unit member hired after January 1, 2012, will only have the PPO #2 and the HSA medical insurance options available.

Effective January 1, 2012 any employee making changes to their plan or plan status will only have the PPO #2 and the HSA medical insurance options available.

The Board will contribute the following amounts to the individual employee's HSA account based on the number of employees that elect the HSA:

	<u>Single</u>	<u>Family</u>
All Employees	\$1,100.00	\$2,000.00

Effective 01-01-2015:

- Eighty Six percent (86%) of the full cost of the PPO#1 and PPO#2 family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Three percent (93%) of the full cost of the HSA family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Five percent (95%) of the full cost of the PPO#1 and PPO#2 single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Seven percent (97%) of the full cost of the HSA single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)

Effective 01-01-2016:

- Eighty Six percent (86%) of the full cost of the PPO#1 and PPO#2 family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Two percent (92%) of the full cost of the HSA family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Four percent (94%) of the full cost of the PPO#1 and PPO#2 single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Six percent (96%) of the full cost of the HSA single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)

Effective 01-01-2017:

- Eighty Six percent (86%) of the full cost of the PPO#2 family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety One percent (91%) of the full cost of the HSA family plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Three percent (93%) of the full cost of the PPO#2 single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H)
- Ninety Five percent (95%) of the full cost of the HSA single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VII Section H)

For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last.) This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on maternity leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

U. SECTION 125 PLAN

A full scale/spectrum 125 plan with a mutually agreed upon company must continue in force during the duration of this program.

Board Paid Flexible Spending Account

The board will pay to our section 125 company \$300.00 flex for single premium employees, with an additional \$100.00 matching and \$900.00 flex for family premium employees, with an additional \$100.00 matching.

Examples of Eligible Medical Care Expenses, provided by AFLAC, our Section 125 Plan provider that the flexible spending money can be used for are available on the web at: <http://www.afadvantage.com/flex-list-eligible.asp>

The flexible spending money cannot be used to pay the employees share of our health insurance premiums.

V. DENTAL INSURANCE

The Board shall purchase from an insurance carrier licensed by the State of Ohio, dental insurance coverage as agreed to by the Putnam County Insurance Consortium, or by another consortium, for full time certificated employees now or hereafter employed and his/her family. Full time is considered to be a person working five (5) hours or more per day.

Employees are required to complete enrollment forms indicating the desired coverage, i.e. family coverage, single coverage, etc.

Ninety percent (90%) of the full cost of such insurance and ninety percent (90%) of any increases thereof for both the family plan and single plan coverage shall be paid by the Board except as set forth for part time employees. (See Article VIII Section H) The balance of the cost will be borne by the individual employee via payroll deduction. Such deductions will be monthly.

For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last.) This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on maternity leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage

W. HEALTH INSURANCE WAIVER (OPTING OUT PROGRAM)

Any full-time certificated staff member eligible to receive Board paid contributions toward hospitalization, who waives the right to insurance from 1 to 12 months during any one (1) benefit year, will receive the following:

# of Employees Opting Out	Monthly Amount	Annual Amount
12 or less employees (Certified &/or Non-certified)	\$170.00	\$2,040.00
13 employees (Certified &/or Non-certified)	200.00	2,400.00
14 employees (Certified &/or Non-certified)	250.00	3,000.00
15 employees (Certified &/or Non-certified)	300.00	3,600.00
16 or more employees (Certified &/or Non-certified)	350.00	4,200.00

In the event of a change in the need for coverage due to a COBRA or other qualifying event causing the cessation of the teacher's alternate source of coverage during the waiver year, the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided the proper application card has been completed and submitted to the Treasurer. Such entry into the insurance program will preclude the bargaining unit member from receiving the healthcare insurance waiver payment in lieu of coverage for the months that were not waived as indicated during the benefit year.

Should a teacher elect to participate in the program, the teacher must submit written Notification of Waiver and Verification of Alternative Coverage to the Treasurer by the 10th of the month for the following month(s). (See item V1) The waiver shall remain in force until written notification is received noting the need to change. A newly employed teacher may elect to participate at the time of initial employment. Payment in this instance shall be made on a pro rata basis.

Payment for this health insurance waiver program will be paid twice a year, in December and May.

The Kalida Education Association and the Kalida Local Board of Education agree to an early pay for the insurance opt-out program for bargaining unit members who terminate employment with the Kalida Local Schools due to retirement, other employment, termination or other legitimate reasons. The payment will be made following the final month the member is enrolled in the opt-out program.

This payment in lieu of coverage is not subject to retirement; however it is subject to IRS tax laws.

X. LIABILITY INSURANCE

The Board will provide liability insurance for each individual teacher in the amount of \$100,000.00 per claim; \$1,000,000.00 per claim per district and \$3,000,000.00 aggregate.

Y. LIFE INSURANCE

The Board will provide life insurance for each individual teacher in the amount of \$50,000 for each school year.

M1. **SEVERANCE BENEFICIARY FORM**

I, _____, designate the following beneficiary (ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary (ies) the following person (s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

In the event one of the foregoing precedes me, I hereby designate as secondary beneficiary (ies) the following person(s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

I understand that it is incumbent upon me to keep the Board Treasurer informed of current addresses and telephone numbers of all beneficiary (ies) named by me so that they may be contacted without delay or difficulty in the event of my death.

(Date)

(Signature – Employee)

(Date)

(Signature – Employee’s Spouse)

V1. **NOTIFICATION OF WAIVER AND VERIFICATION OF ALTERNATIVE COVERAGE FORM**

A. Waived Coverage: I do NOT want

Health Insurance

B. Current Health Coverage Status: I have(Check one)

Coverage through my Current Employer

Other Insurance Company Name: _____

Coverage through my Spouse's Employer

Spouse's Name: _____

Spouse's S.S. #: _____

Spouse's Employer: _____

Other Coverage

Please explain: _____

No Coverage

C. Authorization: The terms of this waiver are explained in Section D below. I have read and understand those terms.

Print Employee Name _____

SS #

Print Spouse Name _____

SS #

Signature of Employee _____

Date

D. Explanation of Waiver

I understand that if I check any of the choices listed under Question A of this Waiver Form that I am choosing not to have those persons covered under the health insurance designated and any later application for enrollment and acceptance will be subject to all underwriting requirements.

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that your request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

WARNING: Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. (Ohio Revised Code Section 3999.21)

ARTICLE VIII

WORKING CONDITIONS

A. WORK YEAR DEFINED

The length of the school year for regular teaching staff and staff not on extended service contracts shall be 182 days or the hourly equivalent. For the purpose of this contract the length of a day shall be 7 hours and 15 minutes as defined in the work day defined section of Article X.

B. WORK WEEK DEFINED

The normal work week for all bargaining unit members shall be Monday through Friday.

C. WORK DAY DEFINED

The normal length of the school day for full-time staff shall be 7 hours 15 minutes. Said workday shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period. Except for scheduled after school parent teacher conferences, staff will be permitted to leave immediately after dismissal of students of the last work day of each week.

When weather conditions necessitate alteration of the starting time for the school day, the Superintendent shall use his/her best judgment in determining the need for a three-hour delay for the start of school. When the Superintendent calls a three-hour delay there shall be a corresponding addition of one (1) hour at the end of the regular school day.

D. CALAMITY DAYS

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments.

E. CLASS SIZE

Class sizes shall be maintained at reasonable levels as determined by the following:

1. Class sizes shall be maintained at levels not to exceed the state minimum standards.
2. Class size loads will also take into consideration the number of special education or other high "teacher demand" students; subject and student grading requirements as well as the number of preparations for all other classes required of the affected teacher.

F. SUPPLY ORDER

Each staff member shall be permitted to expend up to \$50.00 of the Board's educational supply funds toward the discretionary purchase of materials, supplies, books, equipment or any other such teaching/learning materials to be used in conjunction with that teacher's current assignment.

An open purchase order will be issued to Educational Providers of Lima to cover these expenditures each year.

ARTICLE IX

OTHER PROVISIONS

A. SEPARABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state law, or valid rule or regulation adopted by a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and void.

All other provisions of the Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within thirty (30) days by demand of either party.

B. AMENDMENT

This agreement may be amended by mutual consent of both parties.

C. RIGHTS OF INDIVIDUALS

1. Procedures established pertaining to negotiations shall not abridge the rights of an individual to discuss with the Superintendent or administrative staff or with the Board of Education matters of personal concern.
2. It is recognized that personnel have the right to join or not to join the Association, and that membership shall not be a prerequisite of employment for any of the bargaining unit employees.
3. No action to coerce, censor or penalize any negotiation participant (or member of bargaining unit) shall be made or implied as a result of participation in the negotiation process, membership in the Association, or participation in any of its activities.

D. MANAGEMENT RIGHTS

The KEA recognizes Board of Education is vested exclusively with the sole and exclusive right to direct the operation of the School District and the work of its employees, including but not limited to, the right to determine matters of inherent managerial policy, direct, supervise, evaluate, or hire, determine efficiency and effectiveness of operations, determine overall methods or personnel need, suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees, determine adequacy of the work force, determine overall mission, effectively manage the work force, and take necessary action to carry out its mission.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

E. DURATION OF AGREEMENT

This agreement shall become effective and remain in full force and effect from August 1, 2014, through July 31, 2017, both dates inclusive. This agreement shall be the base from which future negotiations shall proceed. If any provision in this agreement is not modified or deleted through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

Nothing in this agreement shall prohibit the parties, by written mutual agreement, to enter into negotiations at an earlier date than indicated in this article.

The policies enacted by this contract, when ratified will supersede any rules, regulations and practices of the Board, which may be contrary or inconsistent with the terms of this contract.

Dale Liebrecht 7/9/2014
President Date
Kalida Education Association

Susan M. Gerdeman 7/21/2014
President Date
Kalida Local Board of Education

Scott Miller 7/10/2014
Negotiations Chairperson Date
Kalida Education Association

Donald T. Horstman 6/18/2014
Superintendent Date
Kalida Local Board of Education