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MASTER CONTRACT

between the

KALIDA LOCAL BOARD OF EDUCATION

and

KALIDA EDUCATION ASSOCIATION

JUNE 1, 2011 THROUGH JULY 31, 2014

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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

ASSOCIATION DUES DEDUCTION

A. DUES DEDUCTION

The Board agrees to deduct equally from such bi-weekly paycheck of each employee such sums of money as may be authorized by the employee for the Kalida Education Association in the manner described. Such deductions shall be made in equal amounts, beginning for all individuals so authorizing with the second paycheck in October and for each of the next 15 pay checks. No deductions for such Association dues and assessments shall be made if written, signed, voluntary authorizations are not received.

B. AUTHORIZATION FOR DEDUCTION

The employee must authorize the deductions, in writing, by September 30, on the authorized form.

C. WITHDRAWAL OF AUTHORIZATION

Withdrawal of authorization must be in writing to the KEA and to the Treasurer of the Board. If the Deduction authorization is not withdrawn, the KEA shall give in writing to the Treasurer and the teacher no later than September 30, the amount to be deducted for each employee.

D. REPORTING TO KEA TREASURER

The Treasurer of the Board shall give to the Treasurer of the KEA the total amount of deduction monthly.

E. FAIR SHARE FEE

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total annual dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deductions of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

(i) Sixty days of employment in a bargaining unit position; or

(ii) January 15th.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE IV

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 V

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

It 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 VI

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 PROCEDURE

1. Purpose

The purpose of the evaluation procedure is to provide a definite written record of a staff member's work performance to be used:

a) To assess an employee's work performance,

b) To help the employee to achieve greater effectiveness in performance of the work assignment, improve the quality of instruction and service received by students, strengthen professional competence by identifying and correcting deficiencies,

c) To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination, and

d) As reference material (for recommendation to their school systems or employers.)

2. Definitions

Formal Observation: A formal classroom or work assignment visitation(s) in which the evaluator observes the staff member in the process of the classroom instruction and/or supervision or otherwise in the performance of their assigned duties.

Informal or Casual Observation: Direct information procured by observation of the staff member either in or outside the classroom or work assignment at any time other than the formal observation.

Evaluation: A written compilation of data and conclusions drawn from observation either formal or informal.

3. Evaluator

Evaluation of an employee shall be conducted by the employee's immediate supervising Principal or the Superintendent. In the event an employee performs work under the supervision of more than one Principal and the Superintendent does not perform the

evaluation, one Principal shall be designated as the evaluating Principal. The evaluator shall not be a bargaining unit member. The evaluating Principal must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22

4. Performance Expectations

   At the beginning of each school year, the administration will acquaint all staff with the district's performance expectations and with all evaluation procedures, criteria, and instruments which may subsequently be used in their evaluation, and will clearly set forth, in writing, and distribute same to all staff such performance expectations and evaluation procedures, criteria and instruments.

5. Fair Consideration of Work Performance

   No staff member shall be evaluated on his/her work performance except after fair and reasonable observations of the staff member by the evaluating Principal or Superintendent.

   All monitoring or observation of the work performance of a staff member shall be conducted openly with full knowledge of the affected staff member. Recording devices may be used to assist in observing the work performance of a staff member so long as it is with the full knowledge and consent of the staff member. Otherwise, the use of eavesdropping, public address, or audio/video systems and similar surveillance devices for monitoring the work performance of a staff member shall be strictly prohibited.

   The evaluation criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association. Work outside the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or Superintendent.

   Formal observations will be conducted only on days when normal procedures can reasonably be expected. Thus, staff members will not be observed for the purpose of a formal evaluation observation on the day before or after a holiday recess; on the day after extended absence; on Staff Development released-time days; or on the first or last day of a marking period.

   Casual observations may be included as part of the data/information gathering process. However, where such an observation may result in a criticism of the staff member, a conference must be held between the principal/supervisor and the affected staff member in which there is an opportunity for the staff member to review and respond to any incident observed prior to the placement of any written record of such observation in the employee's personnel record file. Such conference shall occur within a reasonable period of time following such casual observation. In cases of casually observed deficiencies serious enough to become a part of the formal evaluation, a written report of the event or condition observed casually shall be given to the affected staff member prior to the completion of the formal evaluation/conference required herein. Such report will identify the specific nature of the deficiency/problem or concern; along with what will be considered satisfactory improvement/correction and a plan for correction. No casual observation may become a part of any evaluation unless the evaluator has discussed the casual observation with the affected staff member prior to the evaluation report. Any such casual observation shall not be considered one of the minimum number of formal observations to be conducted during the school year.

Parental or citizen complaints shall be brought to the attention of the staff member against whom they are lodged as soon as reasonably possible after they are brought to the attention of the administration. Any such staff member will be given the opportunity to respond and/or rebut any such complaint.

A bargaining unit member employed under an expiring limited contract shall be evaluated at least twice during the school year in which the contract expires. Bargaining unit members employed under limited contracts not due to expire shall be observed at least once each school year. Bargaining unit members employed under a continuing contract shall be evaluated at least once every three (3) years, and observed at least once each year. In the case of teachers employed under expiring limited contracts the first evaluation shall be conducted prior to December 15, and the second evaluation shall be conducted after January 15 but prior to April 15.

Each evaluation shall include two observations of the work assignment and/or classroom for a minimum of a full class period or of sufficient length in order to observe a reasonable sample of the work performed or the complete development of a lesson.

6. Conference and Evaluation Report

All formal observations shall be followed, within five (5) school days by a conference between the evaluating principal or Superintendent and the staff member in order to discuss the performance appraised and to discuss any questions arising from the observation. The time constraints for the conference above will be modified by illness or other emergency or by mutual agreement between the evaluating principal and the affected staff member.

The evaluating principal or the Superintendent shall write a report summarizing all observations and which will acknowledge the strengths, as well as the deficiencies, if any, and shall note all data used in support of conclusions made by the evaluator. All criticisms shall be supported by data and/or with specific, written comments pertaining to direct observations by the evaluating supervisor or supportable data. Professional judgment shall be made based on observable or measurable outcomes of the teaching/learning process or of assigned duties. The report will acknowledge any circumstances which may adversely affect the staff member's performance including by way of example but not necessarily limited to class size, special learning disability students, or abnormal physical facilities and/or supply and personnel shortages. Students test results may be used but shall not serve as the sole or major basis in the evaluation of staff members.

Within five (5) school days, affected staff shall be given a copy of any class visit report, evaluation report, or recorded observations prepared by their evaluating principal or the Superintendent, which they shall examine and will then sign all copies of said documents. Signing such documents acknowledges only that the staff member has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the staff member may wish to make shall be reduced to writing and will become a part of the report or such portions of the evaluation in dispute that cannot be substantiated shall be deleted as per ORC 1347.09 and related sections of the Ohio Revised Code. Copies of such information shall be made available to the affected staff member upon request.

7. Framework for Improvement

Should deficiencies be observed in the professional performance of a staff member, the evaluating principal or Superintendent shall provide the affected staff member with the specific nature of each deficiency, what will constitute satisfactory improvement and a written plan of correction of such deficiencies including but not necessarily limited to specific reasonable, written recommendations for improvement/correction and with specific positive administrative assistance, including time, reasonable material resources, and reasonable and necessary consultant services, where recommended, to implement the recommendations made by the evaluator.

Except where immediate remedy can be effectuated, the staff member shall have a minimum of twenty (20) school/work days from the date of the evaluating principal-staff member conference on the evaluation in which to make corrections or improvements of any noted deficiencies. Except where deficiencies are of such a minor nature, at least one additional observation of a full class period within forty (40) school days of the date of notification to the affected staff member of any deficiency.

The failure to correct said deficiencies shall be noted in writing with a copy provided to the staff member, but only after the time provided in which to take corrective action has elapsed and such prescriptive positive assistance, reasonable and necessary consultant services, and reasonable material resources have been provided by the Administration.

8. Academic Freedom

It is recognized that the democratic values embodied in the U. S. Constitution and Bill of Rights can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff and student is encouraged.

Staff, as recognized professionals, shall have the right and responsibility to choose those instructional methods, issues and/or materials, within the approved curriculum guidelines, which are appropriate and effective with a given group of students.

A staff member's choice of such methods, issues or materials within the curriculum guidelines may be considered an appropriate area for criticism in evaluation where the evaluator can provide a reasonable basis for such criticism.

Guidelines for academic freedom shall follow the Constitution of the United States and The First Amendment.

9. Personnel Action Requirements

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

10. Due Process

Any violation of either procedural[1] or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

11. Evaluation Forms

An evaluation form review committee will develop evaluation forms. The committee will be composed of two (2) members selected by the Superintendent and two (2) bargaining unit members selected by the Association. The committee will begin meeting for purposes of fulfilling its mission not before September 30, 2007 and will complete the recommendations by May 1, 2008. The use of recommended forms, if ratified by the parties, will become effective with the 2008-09 school year. All such forms will be consistent with the terms of this agreement.

12. Evaluation Process

The evaluation process agreed to in this negotiated agreement supercedes ORC 3319.111.

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.

[1] The failure of the administration to follow/comply with the precise time lines for the evaluation procedures herein by or for reasons of, including but not necessarily limited to, illness of the employee or evaluator; closure of the building due to calamity, emergencies real or natural, or any other cause construed as a de minimis violation of the time requirements herein, shall not be considered a procedural violation of the due process provisions herein.

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 provision of this section have been fulfilled, then the reduction shall be made as follows:

   Reduction shall be made by suspension of existing limited contracts and/or renewal suspensions of expiring limited contracts and/or, if necessary, suspension of continuing contract. Those contracts to be suspended and/or renewal suspended will be selected as follows:

   a. Suspension and/or renewal – suspension of contracts shall occur to non-tenured staff first and shall be on a last employed-first to be suspended by teaching field.

   b. If the suspension of contract is necessary for any tenured staff, this shall be on a last employed-first to be suspended by teaching field.

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. 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. 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. Within ten (10) days after said conference, any affected staff member of the Association may file with the Treasurer of the Board of Education a written request for a hearing before the full Board at its next regular meeting. Such a hearing shall be private unless otherwise requested by the staff member. Both parties may be present at such a hearing and be represented by a person of their choice.

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 in the order of seniority and tenure status when vacancies become available for which they are or have become qualified.

b) First recall shall be of qualified (properly certified) tenured teachers in order of seniority.

c) If vacancies cannot be filled by such tenured teacher, then qualified non-tenured teachers shall be recalled in order of seniority.

d) 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.

e) 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.

f) 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

ARTICLE VII

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-forth (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

A sick leave bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the KEA. Between September 1 and October 1 of the first year the Sick Leave Bank is established, each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October. 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 <u>all</u> of the following requirements to be eligible to apply and receive days 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 <u>catastrophic</u> illness or injury, and/or surgery to a <u>bargaining unit member</u>, 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 <u>must</u> apply for disability leave and/or disability retirement thru the State Teacher's Retirement System (STRS).

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 thirty (30) 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 thirty (30) days. 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 thirty (30) 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 taking place after the initial donation period the first year the Sick Leave Bank is established, shall be limited to three (3) days per member and only take place when the days available in the Sick Leave Bank totals thirty (30) 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 VIII

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.

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.

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. Political Contributions

8. Credit union/Bank savings account

9. Association dues and Assessments as per Article III herein.

10. 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. Except for Association dues, 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
2011-2012 Salary Schedule

	Degree Step	BA	BA150	MA	MA15
INDEX	0	1.0000	1.0400	1.0950	1.1150
SALARY		30,002	31,202	32,852	33,452
INDEX	1	1.0400	1.0840	1.1430	1.1640
SALARY		31,202	32,522	34,292	34,922
INDEX	2	1.0800	1.1280	1.1910	1.2130
SALARY		32,402	33,842	35,732	36,392
INDEX	3	1.1200	1.1720	1.2390	1.2620
SALARY		33,602	35,162	37,172	37,863
INDEX	4	1.1600	1.2160	1.2870	1.3110
SALARY		34,802	36,482	38,613	39,333
INDEX	5	1.2000	1.2600	1.3350	1.3600
SALARY		36,002	37,803	40,053	40,803
INDEX	6	1.2400	1.3040	1.3830	1.4090
SALARY		37,202	39,123	41,493	42,273
INDEX	7	1.2800	1.3480	1.4310	1.4580
SALARY		38,403	40,443	42,933	43,743
INDEX	8	1.3200	1.3920	1.4790	1.5070
SALARY		39,603	41,763	44,373	45,213
INDEX	9	1.3600	1.4360	1.5270	1.5560
SALARY		40,803	43,083	45,813	46,683
INDEX	10	1.4000	1.4800	1.5750	1.6050
SALARY		42,003	44,403	47,253	48,153
INDEX	11	1.4400	1.5240	1.6230	1.6540
SALARY		43,203	45,723	48,693	49,623
INDEX	12	1.4800	1.5680	1.6710	1.7030
SALARY		44,403	47,043	50,133	51,093
INDEX	13	1.5200	1.6120	1.7190	1.7520
SALARY		45,603	48,363	51,573	52,564
INDEX	14	1.5200	1.6120	1.7190	1.7520
SALARY		45,603	48,363	51,573	52,564

	Degree Step	BA	BA150	MA	MA15
INDEX	15	1.5200	1.6120	1.7190	1.7520
SALARY		45,603	48,363	51,573	52,564
INDEX	16	1.5600	1.6560	1.7670	1.8010
SALARY		46,803	49,683	53,014	54,034
INDEX	17	1.5600	1.6560	1.7670	1.8010
SALARY		46,803	49,683	53,014	54,034
INDEX	18	1.5600	1.6560	1.7670	1.8010
SALARY		46,803	49,683	53,014	54,034
INDEX	19	1.5600	1.6560	1.7670	1.8010
SALARY		46,803	49,683	53,014	54,034
INDEX	20	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	21	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	22	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	23	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	24	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	25	1.6000	1.7000	1.8150	1.8500
SALARY		48,003	51,003	54,454	55,504
INDEX	26	1.6600	1.7660	1.8870	1.9235
SALARY		49,803	52,984	56,614	57,709
INDEX	27	1.6600	1.7660	1.8870	1.9235
SALARY		49,803	52,984	56,614	57,709
INDEX	28	1.6600	1.7660	1.8870	1.9235
SALARY		49,803	52,984	56,614	57,709
INDEX	29	1.6600	1.7660	1.8870	1.9235
SALARY		49,803	52,984	56,614	57,709
INDEX	30	1.6600	1.7660	1.8870	1.9235
SALARY		49,803	52,984	56,614	57,709

Kalida Local School District
2012-2013 Salary Schedule

	Degree Step	BA	BA150	MA	MA15
INDEX	0	1.0000	1.0400	1.0950	1.1150
SALARY		30,152	31,358	33,016	33,619
INDEX	1	1.0400	1.0840	1.1430	1.1640
SALARY		31,358	32,685	34,464	35,097
INDEX	2	1.0800	1.1280	1.1910	1.2130
SALARY		32,564	34,011	35,911	36,574
INDEX	3	1.1200	1.1720	1.2390	1.2620
SALARY		33,770	35,338	37,358	38,052
INDEX	4	1.1600	1.2160	1.2870	1.3110
SALARY		34,976	36,665	38,806	39,529
INDEX	5	1.2000	1.2600	1.3350	1.3600
SALARY		36,182	37,992	40,253	41,007
INDEX	6	1.2400	1.3040	1.3830	1.4090
SALARY		37,388	39,318	41,700	42,484
INDEX	7	1.2800	1.3480	1.4310	1.4580
SALARY		38,595	40,645	43,148	43,962
INDEX	8	1.3200	1.3920	1.4790	1.5070
SALARY		39,801	41,972	44,595	45,439
INDEX	9	1.3600	1.4360	1.5270	1.5560
SALARY		41,007	43,298	46,042	46,917
INDEX	10	1.4000	1.4800	1.5750	1.6050
SALARY		42,213	44,625	47,489	48,394
INDEX	11	1.4400	1.5240	1.6230	1.6540
SALARY		43,419	45,952	48,937	49,871
INDEX	12	1.4800	1.5680	1.6710	1.7030
SALARY		44,625	47,278	50,384	51,349
INDEX	13	1.5200	1.6120	1.7190	1.7520
SALARY		45,831	48,605	51,831	52,826
INDEX	14	1.5200	1.6120	1.7190	1.7520
SALARY		45,831	48,605	51,831	52,826

	Degree Step	BA	BA150	MA	MA15
INDEX	15	1.5200	1.6120	1.7190	1.7520
SALARY		45,831	48,605	51,831	52,826
INDEX	16	1.5600	1.6560	1.7670	1.8010
SALARY		47,037	49,932	53,279	54,304
INDEX	17	1.5600	1.6560	1.7670	1.8010
SALARY		47,037	49,932	53,279	54,304
INDEX	18	1.5600	1.6560	1.7670	1.8010
SALARY		47,037	49,932	53,279	54,304
INDEX	19	1.5600	1.6560	1.7670	1.8010
SALARY		47,037	49,932	53,279	54,304
INDEX	20	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	21	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	22	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	23	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	24	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	25	1.6000	1.7000	1.8150	1.8500
SALARY		48,243	51,258	54,726	55,781
INDEX	26	1.6600	1.7660	1.8870	1.9235
SALARY		50,052	53,248	56,897	57,997
INDEX	27	1.6600	1.7660	1.8870	1.9235
SALARY		50,052	53,248	56,897	57,997
INDEX	28	1.6600	1.7660	1.8870	1.9235
SALARY		50,052	53,248	56,897	57,997
INDEX	29	1.6600	1.7660	1.8870	1.9235
SALARY		50,052	53,248	56,897	57,997
INDEX	30	1.6600	1.7660	1.8870	1.9235
SALARY		50,052	53,248	56,897	57,997

Kalida Local School District
2013-2014 Salary Schedule

	Degree Step	BA	BA150	MA	MA15
INDEX	0	1.0000	1.0400	1.0950	1.1150
SALARY		30,454	31,672	33,347	33,956
INDEX	1	1.0400	1.0840	1.1430	1.1640
SALARY		31,672	33,012	34,809	35,448
INDEX	2	1.0800	1.1280	1.1910	1.2130
SALARY		32,890	34,352	36,271	36,941
INDEX	3	1.1200	1.1720	1.2390	1.2620
SALARY		34,108	35,692	37,733	38,433
INDEX	4	1.1600	1.2160	1.2870	1.3110
SALARY		35,327	37,032	39,194	39,925
INDEX	5	1.2000	1.2600	1.3350	1.3600
SALARY		36,545	38,372	40,656	41,417
INDEX	6	1.2400	1.3040	1.3830	1.4090
SALARY		37,763	39,712	42,118	42,910
INDEX	7	1.2800	1.3480	1.4310	1.4580
SALARY		38,981	41,052	43,580	44,402
INDEX	8	1.3200	1.3920	1.4790	1.5070
SALARY		40,199	42,392	45,041	45,894
INDEX	9	1.3600	1.4360	1.5270	1.5560
SALARY		41,417	43,732	46,503	47,386
INDEX	10	1.4000	1.4800	1.5750	1.6050
SALARY		42,636	45,072	47,965	48,879
INDEX	11	1.4400	1.5240	1.6230	1.6540
SALARY		43,854	46,412	49,427	50,371
INDEX	12	1.4800	1.5680	1.6710	1.7030
SALARY		45,072	47,752	50,889	51,863
INDEX	13	1.5200	1.6120	1.7190	1.7520
SALARY		46,290	49,092	52,350	53,355
INDEX	14	1.5200	1.6120	1.7190	1.7520
SALARY		46,290	49,092	52,350	53,355

	Degree Step	BA	BA150	MA	MA15
INDEX	15	1.5200	1.6120	1.7190	1.7520
SALARY		46,290	49,092	52,350	53,355
INDEX	16	1.5600	1.6560	1.7670	1.8010
SALARY		47,508	50,432	53,812	54,848
INDEX	17	1.5600	1.6560	1.7670	1.8010
SALARY		47,508	50,432	53,812	54,848
INDEX	18	1.5600	1.6560	1.7670	1.8010
SALARY		47,508	50,432	53,812	54,848
INDEX	19	1.5600	1.6560	1.7670	1.8010
SALARY		47,508	50,432	53,812	54,848
INDEX	20	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	21	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	22	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	23	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	24	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	25	1.6000	1.7000	1.8150	1.8500
SALARY		48,726	51,772	55,274	56,340
INDEX	26	1.6600	1.7660	1.8870	1.9235
SALARY		50,554	53,782	57,467	58,578
INDEX	27	1.6600	1.7660	1.8870	1.9235
SALARY		50,554	53,782	57,467	58,578
INDEX	28	1.6600	1.7660	1.8870	1.9235
SALARY		50,554	53,782	57,467	58,578
INDEX	29	1.6600	1.7660	1.8870	1.9235
SALARY		50,554	53,782	57,467	58,578
INDEX	30	1.6600	1.7660	1.8870	1.9235
SALARY		50,554	53,782	57,467	58,578

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, 2007. 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

*Per state vocational standards applicable to taxonomy number as determined by the Superintendent, District Supervisor, and teacher.

2. Intervention/Tutorial Pay - .0007072 x (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 is 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:

	Single	Family
1 to 10 Employees	$500.00	$1,500.00
11 to 20 Employees	$600.00	$1,750.00
21+ Employees	$700.00	$2,000.00

Effective 01-01-2012:

- Eighty Nine percent (89%) 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 Five percent (95%) 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 Nine percent (99%) 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)
- One Hundred percent (100%) 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 01-01-2013:

- Eighty Eight percent (88%) 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 Four and one-half percent (95 1/2%) 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 Eight percent (98%) 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 Nine and one-half percent (99.5%) 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 01-01-2014:

- Eighty Seven percent (87%) 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 Four percent (94%) 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 Seven percent (97%) 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 Nine percent (99%) 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)

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):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

(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):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

(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 Heath 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 IX

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.

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.

Effective with the 2011-12 school year, the first calamity day of the year shall be treated as furlough day.

Effective with the 2012-13 school year, the first two (2) calamity days of the year shall be treated as furlough days.

Effective with the 2013-14 school year and thereafter, the first three (3) calamity days of the year shall be treated as furlough days.

A furlough day will be defined as a day that Kalida Local Schools will be closed due to a calamity day cancellation. No employee will report to work or be paid for the day. Bargaining unit members will be charged a per diem rate per one calamity day. The maximum number of furlough days to be charged for one school year is not to exceed three (3) days.

To avoid the possibility of all the furlough days falling in the same pay period, furlough days will be deducted evenly over the first 20 pays in the school year. In the event that fewer than the agreed to furlough/calamity days are actually used, bargaining unit members will be repaid in an even amount over the final six (6) scheduled pays.

*At the discretion and by a vote of the Board, furlough days may be reduced in any given year.

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 X

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 June 1, 2011, through July 31, 2014, 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.

Robert Schnippel 5/17/2011	*Brian Laudick* 5/18/2011
President Date Kalida Education Association	President Date Kalida Local Board of Education
Dale Liebrecht 5/17/1011	*Donald Horstman* 5/18/2011
Negotiations Chairperson Date Kalida Education Association	Superintendent Date Kalida Local Board of Education