



AGREEMENT

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BETWEEN

KIRTLAND BOARD OF EDUCATION

AND

KIRTLAND EDUCATION ASSOCIATION

2012 - 2014

**AGREEMENT
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AND
KIRTLAND EDUCATION ASSOCIATION
2010 - 2012**

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ARTICLE I

NEGOTIATIONS AGREEMENT

A. **RECOGNITION**

The Board of Education of Kirtland, hereinafter referred to as the Board, recognizes the Kirtland Education Association, hereinafter referred to as the Association, as the exclusive representative of all the non-supervisory, certificated/licensed personnel and the school nurse employed, or to be employed, by the Board for the purpose of negotiations, wages, hours, fringe benefits, terms and conditions of employment, and matters of professional concern.

The Association recognizes the Board as a state body politic as the elected representative of the people of Kirtland and as the employer of all personnel of the Kirtland School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate in Good Faith* with regard to all matters and will use professional and educational channels for appeal in the event of impasse.

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. "Good Faith" requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum.

Any challenge shall be in accordance with O.R.C. 4117.

B. **PRINCIPLES**

ATTAINING OBJECTIVES - The Board of Education, as the trustee of the people, is responsible for creating a climate within its school system which will enable the administrators and the teachers to implement and improve the school program.

Attainment of objectives of the education program of the district requires mutual understanding and cooperation between the Board and the Association. Free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of professional concern.

C. **JOINT DETERMINATION OF BARGAINING PROCESS**

The Board and the Association will meet to jointly determine and decide on the bargaining process to be used for the upcoming negotiations prior to January 15 of the bargaining year. If there is no mutual agreement otherwise, Article I, Section C of this Agreement will be followed.

D. **NEGOTIATIONS**

1. **PROCEDURES** - Negotiations shall begin no later than one hundred twenty (120) days preceding the expiration of the current contract. The first order of business should be to exchange a list of proposals. Subsequent regular negotiation meetings shall be established by mutual agreement.

Meetings for negotiations may be requested by the chairman of the Board Negotiating Team or the Association Negotiating Committee. A written request stating specifically the reason for the meeting must be directed by either the President of the Association to the Superintendent or by the Superintendent to the President of the Association. A meeting must then be arranged and held within ten (10) days of the date of the request.

The Association and the Board shall establish negotiating committees composed of a maximum of five (5) members, three of each committee's members being regular negotiators, and two being alternates.

Any recommendation proposed shall be subject to the acceptance by the Association and the Board of Education.

2. **ASSISTANCE** - The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.
3. **STUDY COMMITTEES** - The parties may appoint ad hoc study committees to research, study and develop projects, programs, reports, and to make recommendations on matters under consideration.
4. **PROGRESS REPORTS** - Periodic progress reports may be issued by each committee to their respective memberships only.
5. **EXCHANGE OF INFORMATION** - The Board and Superintendent agree to furnish the Association Negotiations Committee, upon reasonable request, all available information concerning the financial resources of the district. Such information will include the tentative line budget of the local system before it is scheduled to be adopted, as well as preliminary appropriations proposals, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the education program.
6. **LACK OF AGREEMENT** - If, after thorough discussion of all unresolved issues, an impasse has been reached in the negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. This dispute resolution procedure is mutually agreed to by the parties under ORC 4117.14(C) (1) (f).

- E. **AGREEMENT** - When agreement is reached, it shall be reduced to writing and approved by the Association and the Board, signed by both parties, and become a part of the official minutes of the Board. The agreement shall be reflected in individual contracts. The agreement shall not discriminate against any member of the staff regardless of membership in the Association.

ARTICLE II

ASSOCIATION RIGHTS

The Board of Education encourages its professional employees to become active members in their respective professional organizations. Participation in such activities should serve to improve the individual professional capabilities and should serve to enhance the position of the Kirtland School District as an educational establishment.

The Board of Education recognizes the Kirtland Education Association as the professional representative for the teachers of the Kirtland School District. Exclusive recognition shall entitle the negotiating unit to a continuation of and to no less than the rights previously provided. Such rights shall include but not be limited to:

- A. The School District will make available facilities and equipment of the school district to the Kirtland Education Association. No fees will be charged for such use unless custodial overtime is incurred as a part of facility use. Professional association meetings should not interfere with the performance of the professional duties assigned staff members of the Kirtland School District.
- B. Appropriate Association officials will be released for agreed periods of time for association work.
- C. Duly authorized representatives of the Kirtland Education Association shall be free to visit all buildings for KEA business. Such business shall not interfere with class time, scheduled conferences with parents, students and supervisors, or staff meetings. However, authorized representatives of the Kirtland Education Association shall not have this time unreasonably withheld.
- D. Use of faculty bulletin boards used for Association information.

E. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 1. Any teacher who is a member of the Kirtland Education Association, OEA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 2. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 3. The Association agrees to furnish any information needed by the District to fulfill this provision.

4. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association in the District.
 5. Upon request, any employee who resides in a governmental entity (i.e., city, township, county, and school district) in or out of the State of Ohio that levies an income tax shall have that locality's taxable portion of his/her income withheld from each paycheck and direct deposited into an account of his/her choice. This is in addition to any local income tax levied by the locality in which the employee works.
- F. With prior notice to the principal, Association announcements will be placed on the agenda of faculty meetings.
- G. Association announcements may be made on the public address system with approval of building principals. Reasons for denial must be given in writing.
- H. Distribution of faculty bulletins to teachers and use of mailboxes.
- I. Provide to the Association, Board of Education agenda: two (2) copies, and minutes of each Board of Education official meeting: one (1) copy.
- J. **AGENCY FEE**
1. **PAYROLL DEDUCTION OF FAIR SHARE FEE** - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember 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.
 2. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE** - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.
 3. **SCHEDULE OF FAIR SHARE FEE PAYORS**
 - a. **ALL FAIR SHARE FEE PAYORS** - Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15.
 - b. **UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR** - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be

deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. **TRANSMITTAL OF DEDUCTIONS** - The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. **PROCEDURE FOR REBATE** - The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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.
6. **ENTITLEMENT TO REBATE** - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
7. **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Employer shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Employer;
 - c. The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - d. The Employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE III

PROFESSIONAL CONCERNS

A. **CLASS SIZE**

1. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class/grade sizes set forth below shall be established for the maximum number of pupils per teacher.
 - a. Kindergarten: Not to exceed twenty-four (24).
 - b. Primary (grades 1 and 2): Not to exceed twenty-seven (27).
 - c. Intermediate Classes in Elementary Schools (grades 3, 4 and 5): Not to exceed twenty-eight (28)
 - d. Combined total in teacher's regular classes in the Middle School: (based on a five day week): All core subjects shall not exceed 150. Core subjects are Math, Science, Social Studies, Middle School foreign language and Reading. No individual class shall exceed twenty-eight (28).
 - e. Combined total in teacher's regular classes in High School: (based on a five day week): All core subjects shall not exceed 150. Core subjects are Math, Science, Social Studies, high school foreign language and Reading. The number of students assigned to a high school science laboratory shall not exceed the number of science laboratory stations in that classroom. No individual class shall exceed twenty-eight (28).

Should any classroom/class exceed the limits the administration will take reasonable steps to address the matter in a timely manner. If the limits are not met within ten (10) school days, the teacher will be paid an added twenty-five (\$25) per day in the Elementary School and fifteen (\$15) per day in the Middle School and High School.

2. Unless established for the purpose of implementing a specific deliberately planned educational program, no split-grade classes shall be maintained in the elementary schools.
3. As of the "ADM" week established by the Ohio Department of Education, class size will be determined by adding the number of children in each class plus the number of children classified by IDEIA with an IEP as other health impaired (major and minor), orthopedically impaired, specific learning disability, visually impaired, hearing impaired, autism, cognitively delayed, multi-handicapped and emotionally disturbed as two (2) students in a mainstreamed situation. Students on a speech IEP and students on a 504 plan may be weighted as 1.5 students if determined necessary by the Intervention Specialist, General Education Teacher and the Director of Special Education. Students shall not be weighted if they are in a co-teach class and the co-teacher is in the class for no less than 80% of the time. Students who are enrolled in classes pursuant to Article XIV shall not be included for the purposes of overage payment. Students assigned to a class for which a grade is not given shall not be weighted. This subsection shall not

prevent flexible grouping at KES and students involved in flexible grouping will not impact class size counts or overage payment.

Teachers who receive overage payments agree to meet with the building principal, counselors, Director of Special Education and other teachers to consult as to the specific needs of the affected class/students.

4. Equitable distribution of class coverage will be attempted when teachers are on field trips.
5. Teachers assigned IEP and 504 students shall be given information regarding IEPs and 504s by the end of the first week of instruction by the Administration.
6. Specialists – It is the intent of the Board to recognize that the pupil-teacher ratio is an important aspect of an educational program. Therefore, the following ratios are established below:

(1) Music	1:550 pupils
(2) Physical Education	1:550 pupils
(3) Art	1:550 pupils

Refers to KES only; however, the District will provide one additional records day at the end of each semester for any KES specialists whose student load is greater than 500.

7. Affirmative attempts will be made to allow for Intervention Specialists to substantially interact with students on their caseload. This provision does not apply to students being serviced outside the district. The parties recognize that Intervention Specialists may serve other students that are not on their caseload.
 8. Prior to the beginning of each school year, the administration shall meet with the Association President or representatives to discuss class sizes and determine any changes that may need to be made.
 9. Any student accelerated into a class for more than one (1) core subject (or equivalent thereof if more than one (1) student is accelerated into any core class) shall count towards that teacher's class size.
- B. **SUMMER WORKSHOPS** - If requested by either the KEA or the Board of Education, the Board of Education will provide a summer curriculum workshop in an area of the school program.
- C. **BUDGETS** - Teacher participation in building and departmental budgets are required. Every effort will be made to provide teachers by April 15 of each school year with the amount available for their curriculum and specialty areas for the following year. Teachers will make every effort to return to the administration by May 15 the requisition for purchasing for the following school year.
- D. **TEACHER AIDES**
1. Aides shall be hired to assist professional staff in the following duties: KES: Recess Duty--as determined by the Administration (minimum of one hour).

2. Aides shall be hired to assist professional staff in the following duties if funds are available: KMS: Cafeteria Duty--as determined by the Administration (minimum one (1) hour).
3. Aides may be hired to assist professional staff in the following duties if funds are available: KHS: Study Hall Supervision--as determined by the Administration (minimum one (1) hour).

E. **PROFESSIONAL GROWTH** - Teachers are expected by the Board of Education to be constant students of the science and art of education and are encouraged to enter heartily into plans of their choosing for their professional development, whether they take the form of teachers meetings, participation in professional organizations, reading circulars, extension classes, or a general in-service education program. Additional training beyond the bachelor's degree is valued, and reimbursement for such efforts is provided in the salary schedule.

In-service programs and other professional growth activities such as travel, conferences, workshops, etc., should be properly compensated when such activities have prior approval.

F. **STUDENT TEACHERS** - Student teachers shall be assigned to professional staff members when both the teacher and principal agree to accept this additional responsibility. In making these assignments, first consideration will always be given to maintaining the quality of the instructional program.

G. **PART-TIME TEACHERS** – Part-time teachers, holding regular certification/licensure, will be employed when the need clearly indicates that a less than Full-time assignment exists. Salary for part-time teachers will be based upon the proportion of the teaching load they are assigned as a fraction of the total work day based on the current eight (8) period day. For example, if the teaching load consists of eight periods and the part-time teacher would be assigned three classes and a supervision period, then that person would be entitled to one-half of the normal salary on the adopted salary schedule.

H. **PROFESSIONAL CONCERNS - STAFF INPUT** - If requested by either the KEA or the Board of Education, the Board and the KEA shall jointly sponsor an open forum for staff at least two (2) times per year for input and concerns regarding existing and/or changing curricular programs/formats, and to discuss priorities for providing the best possible educational environment, curriculum, and programs under existing and/or changing conditions. Academic program additions or extensions will be discussed at an open forum prior to implementation. If an open forum is requested by either the KEA or the Board of Education, the requesting group shall provide the other group with as much advance information on the topics or issues to be discussed as is feasible given the circumstances.

I. **PROFESSIONAL DEVELOPMENT**

1. In-Service Days – A three (3) hour in-service for all certified/licensed staff may be scheduled by the Superintendent on the first workday. Attendance exceptions shall be determined by the Administration.
2. Professional Development Days.
 - a. In addition to the above, the Board believes that at the following experience levels, a certified/licensed teacher would benefit from the equivalent of a maximum of two

(2) FTE days of professional development to be offered and directed by the Administration during the regular work day: years 1, 5, 10, 15, 20, 25, 30 (if teaching beyond 30 years).

- b. Regardless of experience levels, a staff member whose evaluations identify significant concerns may be directed to participate in such training.
 - c. Such training would be held on the school campus and deal with topics designed to strengthen teacher competencies, student achievement and understandings of current educational issues. Scheduling of such training would be done to allow appropriate time between trainings.
 - d. These trainings will not be scheduled on NEOEA day. NEOEA day will remain a paid day that teachers shall use for staff development of their choice.
3. Teachers new to the District shall participate in a one (1) day orientation/in-service program the day before the opening day for staff.

J. TUTORS

1. Special education and English as a Second Language (ESL) tutors hired for and after the 2003-04 school year will be paid at the first step rate of the salary schedule (B.A. minimum and 0 years experience) divided by 184 (representative of the number of days in the school year) Tutors hired for or after the 2003-04 school year, regardless of experience with the District, will be locked into that rate on a going forward basis for tutoring responsibilities, i.e. the tutor will not receive experience credit. Additionally, regardless of educational credentials, i.e. whether the tutor possesses a masters' degree or beyond, a tutor will be paid at the B.A. minimum schedule.
2. Tutors shall possess the proper certification/licensure to perform the duties of their position.
3. Tutors are eligible for health benefits per Article IX., B.5. of this Agreement.
4. With regard to other fringe benefits of employment, tutors are only eligible for sick leave and personal leave, as set forth below.

a. Sick leave

A tutor's accumulation and entitlement to sick leave shall be based upon the time actually worked at the same rate as that granted full-time employees. Tutors will be paid sick leave compensation equivalent to a standard workday, i.e. if a tutor works two periods, he or she will receive sick leave pay for two periods of work, not an entire school day. Sick leave shall only be taken for the purposes identified at Article VIII., A.3. of this Agreement. A tutor shall complete a sick leave report form, upon return to duty.

b. Personal leave

A tutor shall receive three (3) paid personal days per year; the leave to be non-accumulative. The compensation for a personal day shall be based upon the

number of periods worked by the tutor. For example, if a tutor works two periods, he or she will receive personal leave pay for two periods, not an entire school day. A tutor requesting personal leave should apply through the proper administrative person at least three (3) days in advance, except in case of emergency, using the form at Appendix E.

5. Tutors will not be evaluated as teachers and will not be eligible for tenure or continuing contracts with the District under Revised Code Section 3319.11.
6. Tutors will not have any rights to bump any teacher, whether full-time or less than full-time, in the event of reduction in force.
7. Tutors shall not be deemed eligible to participate in the provisions of this Agreement unless the specific article or section so provides for their participation.
8. Academic intervention tutors (unless hired for one-half day or more for a 180 day school year) shall not be eligible for the benefits set forth in paragraphs 3 and 4 above and shall be paid the first step rate of the salary schedule (B.A. minimum and 0 years experience) divided by 184 (representative of the number of days in the school year) and 8 (representative of the number of periods in a school day) for each period in which they perform tutoring duties.

K. PROFESSIONAL CONDUCT

1. The Administration will provide yearly in-service to bargaining unit members regarding obligations related to confidentiality of student records and information under the Family Educational Rights and Privacy Act and corresponding state legislation. Bargaining unit members will familiarize themselves with these confidentiality requirements.

ARTICLE IV

TEACHERS HOURS AND LOAD

A. **SCHOOL YEAR**

1. **SCHOOL YEAR** - The scheduled work year of teachers (other than new personnel and others who may be required to attend pre-school orientation sessions) shall begin on the opening day of school and terminate on the closing day of school, but shall in no event be more than one hundred eighty (180) scheduled days of teaching and no more than one hundred eighty-four (184) days total.
2. **SCHOOL CALENDAR** - In developing a school calendar for recommendation to the Board of Education, the Superintendent shall seek input from teachers.

The school calendar for a two-year period of time shall be established prior to April 1 of the first year with the assistance of the Association. Alterations to the calendar must be with Association involvement and two (2) weeks notice given. Alterations to the calendar, other than to maintain minimum requirements, shall be subject to negotiations.

3. Any teacher preparing the classroom prior to the commencement of the work year of teachers shall be paid to a maximum of one (1) day at a rate of .003 of the base pay (nearest dollar). This day shall be voluntary.
4. **MID-YEAR PROFESSIONAL DEVELOPMENT DAY** - "Mid-Year Professional Development Day" is the full day between the end of the first semester and the beginning of the second semester of each academic year. Students do not have school on Mid-Year Professional Development Day. On the Mid-Year Professional Development Day, the administration will provide professional development for teachers between 8:00 a.m. and 11:00 a.m. Following the conclusion of the professional development session, teachers are free to work in the classrooms or continue their professional work as and wherever they so choose.
5. **IN-SERVICE DAYS** - A three (3) hour in-service for all certificated/licensed staff may be scheduled by the Superintendent on the first workday. Attendance exceptions shall be determined by the administration.
6. **CHANGE IN CLASSROOM** – Teachers who are required to move to another classroom and/or building shall be eligible to be compensated at the rate set forth in section (A)(3) for a maximum of two additional (2) days.
7. **CURRICULUM WRITING** – The Superintendent or designee will schedule teachers to prepare for the writing exercise or to engage in the writing activity. Teachers who are assigned by the Director of Curriculum to create assessments, write curricular units, or engage in collaborative planning shall be compensated. The timeframe for this work will be collaboratively agreed upon between the teacher and the Superintendent/designee. Teachers will be compensated at twenty-five (\$25.00) per hour for such curriculum-related activities.

B. TEACHER DAY

1. The teacher day shall be a continuous seven (7) hours and ten (10) minutes and shall include a thirty (30) minute duty-free lunch period. The day shall not begin earlier than 7:30 a.m. and end not later than 3:30 p.m. All teachers will meet reasonable requests for assistance.
2. Teachers may be required to remain after school to attend the following staff meetings:
 - a. Superintendent of Schools General Staff Meeting or other meetings called by the Superintendent of Schools, with reasonable notice if not pre-scheduled.
 - b. General faculty meetings called by the school principal when pre-scheduled or reasonable notice given.
 - c. Subject field groups, grade level groups, or special groups as authorized by the Superintendent of Schools, when pre-scheduled or reasonable notice given.

The total of such meetings shall not exceed two (2) per month and be of reasonable length. Attendance exceptions shall be determined by the administration.

C. PREPARATION AND PLANNING PERIODS

1. All school teachers shall have, in addition to their duty-free lunch period, one preparation period per day. However, if a teacher is assigned two (2) periods of instruction or less per day at the secondary level or one hundred (100) minutes or less per day at the elementary level, the teacher is not entitled to a preparation period.
2. Elementary school teachers will be provided two hundred-fifty (250) minutes per week of non-student preparation time in addition to the time before and after the student day. Elementary specialist teachers (art, music and physical education) assigned for the full day to the elementary building receive two hundred-fifty (250) minutes per week of non-student preparation time during periods when other teachers supervise students and in the time beyond the daily lunch period set out in section (B)(1) above.
3. Periods of instruction in special areas shall be considered as a preparation period for elementary teachers.
4. Except for non-core subjects such as, but not limited to K-5 foreign language, special education, art, health, physical education, band, industrial technology, business technology, home economics and choir teachers, no 6-12 teacher shall have to be responsible for more than three (3) different class preparations. No secondary foreign language teacher shall have to be responsible for more than four (4) different class preparations. No teacher shall be assigned more than six (6) instructional class periods per day in a eight (8) period day. Full-time secondary English and/or language art teachers (i.e., teaching at least three (3) English or language arts classes per day) shall not be assigned more than five (5) instructional class periods in an eight (8) period day. Full time high school teachers who are assigned to teach two (2) distinct AP courses (e.g., AP American History and AP World History) simultaneously shall be assigned two (2) preparation periods during such assignments. If a teacher is required to be

responsible for additional class periods or class preparations, there will be compensation at a rate of ten percent (10%) of individual salary per additional period.

5. Teachers' preparation and planning periods shall not be imposed upon by unscheduled special assignments. Any such assignments shall be arrived at mutually by the teacher and the administration.
6. If substitutes for an absent staff member are not available, teachers who utilize their preparation period or otherwise assume an extra load, as defined by supervising the class of an absent teacher, will be paid .0875% of the base salary per period for periods fifty (50) minutes or less (applied pro rate based on actual preparation time lost) and for periods greater than fifty (50) minutes will be paid .0925% of the base salary.

Coverage shall be made available to cover classes for regular education teachers to attend IEP and/or IAT meetings.

7. The Administration shall post all planning and preparation schedules of their building staff on the master schedule no later than the end of the second week of school. The master schedule shall then be distributed to all teachers by the end of the third week of school.
8. Each Intervention Specialist shall have continuous fifty (50) minute lunch/consultation period per day in addition to the preparation period as defined in Article IV, Section C in the Agreement. Said lunch/consultation periods shall be non-student contact time.

ARTICLE V

TEACHER ASSIGNMENTS

A. **ASSIGNMENT AND TRANSFER**

1. **Assignment and voluntary transfers.** The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. Assignment is defined as the position a teacher receives upon initial employment with the Board of Education. Assignment shall be made only after requests for voluntary transfers have been reviewed and a decision on the transfer is made. If the voluntary transfer is denied, the teacher shall be given specific written reasons for the denial. The teacher shall be given the opportunity to meet with the Superintendent, if the request is denied.

Involuntary transfers. Notice of involuntary transfer will be given to teachers as soon as possible, along with written reason(s) for the change. Involuntary transfers shall be done on a seniority basis, unless the teachers' qualifications or evaluations are not equal or placement would be inconsistent with the best interests of the district. The parties recognize that a component of determining the district's best interests is placing teachers in positions that fit with their passion, interest and training. If the district does not involuntarily transfer the least senior teacher, the district will provide specific written reasons for its decision.

2. Teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have assigned, as soon as practicable and under normal circumstances not later than May 15th.
3. A vacancy is defined as a current or new position (of at least one-year duration) that the administration has determined is or will become available on or before the beginning of the next semester. Vacancies shall include positions which the administration has determined must be filled due to resignations, medical leave, sabbatical leave, maternity/paternity adoption leave, leave of absence, termination, or death.
4. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) working days during the regular school year.
5. Teachers may request a transfer by giving written notice to the Superintendent or his/her designee within five (5) days of the posted opening. All postings shall contain the title of the position and the certification/licensure required.
6. Teachers applying for a transfer may be afforded an interview. All interviews must be conducted within (7) seven days of the closing of the posting. Applicants will be notified of the decision within seven (7) days following the interviews.
7. **Filling vacancies when one or more teachers are interested in the position.** If one or more teachers has applied for the same position and the teachers' qualifications (including the teachers' respective interviews) and evaluations are equal, the teacher with the most seniority shall fill the vacancy. If a more senior teacher is denied a position, the specific reasons for the denial will be set forth in writing.

8. Vacancies which occur during the summer months shall be filled without posting. The Superintendent is permitted to fill a vacancy by hiring either an applicant who is not an employee or by a voluntary transfer of a current employee to the open position without posting the opening. Therefore, those teachers who wish to be considered for any openings which occur during the summer months must submit their written request to be considered for a position to the Superintendent's office by June 1. The same process will be used to fill the position left vacant, if the Superintendent filled the previously vacant position with a current unit member.
9. There may be an annual "Bid Day" upon mutual agreement of the Superintendent and KEA President.

10. **TEMPORARY POSITIONS**

- a. A "temporary vacancy" is a vacancy created by the need to replace a teacher on leave of absence that is expected to last more than thirty (30) work days or is created by the need to provide temporary supplemental instructional assistance to students during regular school days and hours. Such a vacancy is no longer temporary if it lasts more than two (2) consecutive semesters for replacement or one (1) quarter for supplemental assistance.
- b. A "temporary employee" may be hired in lieu of posting and bidding to fill a temporary vacancy to replace a regular employee on a long-term leave of absence for a period not to exceed two (2) consecutive semesters (i.e., "long-term substitute") except that recall rights must be honored first. This section may not be used for supplemental after school, evening, weekend, or summer activities or summer school.

- B. **PHYSICAL EXAMINATION** - If conditions warrant it, the Superintendent may require of any employee a certificate from a physician that he or she is physically or mentally qualified to continue his prescribed duties in the Kirtland Local School System. The examination may be made by the employee's own physician, but the Board of Education reserves the right to request that it be made by a physician designated by the Board. The Board shall pay all necessary costs of the Board's examining physician. In cases where a chest x-ray is required for the mandated T.B. test, the Board will pay physician charges not covered by health insurance.

ARTICLE VI

EVALUATION

- A. Not later than September 1, 2012, an Evaluation Committee shall be formed consisting of the Superintendent, who shall be chair of the Committee, five (5) administrators appointed by the Superintendent, the Association President and five (5) bargaining unit members appointed by the Association President. The purpose of the Committee shall be to draft a standards-based teacher evaluation policy to be adopted by the Board of Education not later than July 1, 2013, that conforms with the evaluation of teachers developed under Section 3319.112 of the ORC.
- B. Bargaining unit members serving on the Evaluation Committee shall be paid at a rate of twenty-five dollars (\$25.00) per hour for attendance at Evaluation Committee meetings, unless release time is otherwise provided.
- C. The Evaluation Committee shall hold its first meeting no later than September 15, 2012, to begin drafting proposals of the evaluation policy to be used for members of the bargaining unit. (The Evaluation Committee shall meet no more than five (5) times unless otherwise mutually agreed upon by the committee during the 2012-13 school year in order to draft the evaluation policy.)
- D. The draft evaluation policy shall be completed by the Committee, and shall be presented to the Superintendent by May 1, 2013, who shall make a recommendation to the Board for approval. Any action by the Superintendent in making such a recommendation and by the Board in acting thereon shall be final and not grievable, or otherwise subject to appeal.
- E. Once the evaluation policy is adopted by the Board, all evaluation procedures, including the development of a student assessment system, shall be included in the Collective Bargaining Agreement through a Memorandum of Understanding when they are completed. Said procedures shall supersede and replace the current evaluation system (used during the 2012-13 school year) and shall be implemented for the 2013-14 school year.
- F. During the 2013-14 school year, the Evaluation Committee shall review and make recommendations to the Superintendent for changes to the procedures as deemed necessary to meet the evaluation philosophy of the District. The Superintendent shall present the Committee's recommendations to the Board for approval. Any action by the Board in acting or not acting thereon shall be final and not grievable, or otherwise subject to appeal.
- G. All staff shall be trained in the evaluation processes, procedures and tools.
- H. All evaluators shall be administrators of the Kirtland School District and shall be trained and licensed as evaluators by the State of Ohio.

- I. At the end of the 2013-14 school year, the Evaluation Committee shall make a recommendation to the Superintendent, based on an analysis of the 2013-14 school year, as to any proposed revisions to the evaluation program for the 2014-15 school year. The Superintendent shall present the Committee's recommendation to the Board for approval. Any action by the Board in acting or not acting thereon shall be final and not grievable, or otherwise subject to appeal.

J. EVALUATION PROCEDURE

Effective July 1, 2013, Sections J through L of this Article shall be null and void and have no effect whatsoever.

1. The Superintendent of Schools in cooperation with the principal or director of each school unit is charged with the responsibility of evaluating the staff each year.
2. The Association recognizes the responsibility of the administration to make periodic evaluations of the performance of teachers.
3. All such evaluations shall be written on the Kirtland evaluation form included as Appendix A or a mutually agreed upon revision of that form which shall be subject to ratification by the Association and the Board. All observations shall be on the form set forth by the Building Principal. Each evaluation of a limited contract teacher shall consist of two observations.
4. The evaluator shall schedule a pre-evaluation conference with each teacher who will be part of the observation-evaluation process before the first observation is conducted. In this conference the evaluator will review the evaluation procedure and evaluation forms and answer all questions the teacher may have regarding performance expectations.
5. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with the full knowledge of the teacher. The evaluator shall notify the teacher at least five (5) school days in advance of the first observation of this evaluation process of the school year. The teacher shall receive a copy of all written observation reports. The written observation report shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements. Observations for required evaluations under section (A) (6) shall be conducted at least five (5) workdays apart and the evaluator shall schedule a conference between observations. Time periods for completion of observations, evaluations and conferences may be extended due to the absence of the teacher.
6. Prior to January 15 of each school year, a non-tenured teacher shall be observed by a designated administrator at least twice. The evaluator shall meet with the teacher no later than January 25 to review and discuss the written evaluation. In the year in which a teacher may be non-renewed, at least two (2) additional observations shall be conducted between February 10 and April 1, and the administrator shall meet with the teacher to discuss and review the written evaluation no later than April 10.

Each observation shall be not less than thirty (30) minutes in length.

The written report of the evaluations shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements.

7. If the principal deems it necessary, additional evaluations to a maximum of three (3) may be completed during the school year. In that event the evaluator will schedule with the teacher the week in which the next observation is held. Three (3) copies shall be made. The teacher and principal will sign all copies to indicate that they have been examined. One copy shall be placed in the teacher's file, the second is sent to the Superintendent, and the third copy is retained by the teacher. When more than one evaluation is contemplated, there will be an interval of at least two (2) months. Any teacher who disagrees with a written final evaluation may make timely written reply thereto, which reply shall be annexed to the evaluation and copies thereof, and which shall be retained as a part of the evaluation record.
8. Tenured teachers shall be observed no less than once every three (3) years by a designated administrator by April 1. Each observation shall not be less than thirty (30) minutes in length. The evaluator shall meet with the tenured teacher no later than April 10 to review and discuss the written evaluation. The written report of the evaluations shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements.
9. Observations after April 1 shall be part of the following fall evaluation unless termination of contract is anticipated.
10. Each teacher's evaluation will be discussed with him/her in a teacher-principal conference. This conference will provide an opportunity for discussion of the teacher's strengths and significant contributions.
11. Appraisal and improvement of teacher performance are the major goals of teacher evaluation.
12. When evaluating a teacher teaching an IVDL course during that first year, the evaluating administrator shall be sensitive and considerate to any unexpected problems that may arise with the technology or any unexpected scheduling problems that may develop with other classes, teachers or other school districts.

The evaluation procedure contained herein controls and supersedes the provisions of O.R.C. 3319.111. The Board shall follow the provisions of O.R.C. 3319.11 with regard to any non-renewal of limited contract teachers and the provisions of O.R.C. 3319.16 for continuing contract teachers and any mid-term terminations.

K. EVALUATION OPTIONS FOR TEACHERS WITH CONTINUING CONTRACTS

Under certain circumstances, teachers who possess a continuing contract with the District may be evaluated under alternate assessment mechanisms than those set forth above in Article VI, A. However, the alternate assessment mechanisms set forth below (B.1 through B.3) may only be utilized in lieu of the standard evaluation procedure when it is mutually agreed upon by the teacher who possesses a continuing contract with the District and the

Building Principal. In the absence of a mutual agreement, the standard evaluation process will be utilized.

1. Video Self-Taping

a. Definition and Purpose

Video self-taping by a teacher is a process whereby a classroom teacher selects to use a video recording machine in a classroom setting to record the teaching-learning process. The purpose of video self-taping is to allow a teacher to record and later to privately analyze and assess their instruction practices and resulting student responses and learning as a means to enhance professional competencies and student achievement.

b. Guidelines for Utilization of the Video Self-Taping Option

- (1) By mutual agreement of the teacher selecting this option and the building administrator.
- (2) The video self-taping will entail a minimum of thirty (30) minutes.
- (3) Use of this evaluation option by a teacher must be selected and agreed upon by the teacher and building administrator by October 1 of a school year.
- (4) The building administrator shall offer the teacher a District resource guide that can assist in the teacher's review of their video tape.
- (5) The teacher can either select to use a building's video recording equipment and tape or choose to use personal video recording equipment and tape. Personal video taping equipment and tape remain the property of the teacher.
- (6) After video taping a class, the teacher shall privately review the taping of their class.
- (7) After review of the taped class, the teacher shall complete the District's Teacher Video Self-Taping Record (obtained from the building administrator), Appendix F-1, and the administrator shall sign the Video Self-Taping Form and distribute copies to the teacher, the principal, and the teacher's personnel file.
- (8) The teacher may or may not choose to discuss their review and analysis of their self-taping with the building administrator.

2. Teaching-Learning Portfolio

a. Definition and Purpose

A teaching-learning portfolio is a collection of artifacts that a teacher collects over a period of time relative to select area(s) of the teaching-learning process. The purpose of a teaching-learning portfolio is to allow a teacher to devote an extended period of time over the course of a school year to investigate, review, and learn more about teacher identified area(s) of interest relative to the teaching-learning

process. The ultimate goal of a teaching-learning portfolio is to allow a teacher to assume ultimate ownership for investigation, study, and growth regarding possible implementation of methodology or products/materials in the teaching-learning process.

b. Guidelines for Utilization of the Teaching-Learning Portfolio

- (1) By mutual agreement of the teacher and building administrator.
- (2) Use of this evaluation option by a teacher shall be selected and agreed upon by the teacher and administrator by October 1 of a school year.
- (3) The building administrator shall present to the teacher a District resource guide regarding possible target area(s) and content(s) of a teaching-learning portfolio.
- (4) The teacher shall have ultimate authority and responsibility for selecting the target area(s) and content(s) of a teaching-learning portfolio.
- (5) The development and maintenance of a teaching-learning portfolio by a teacher shall take place over a minimum of four (4) months and preferably over the course of an entire school year.
- (6) The teacher using this evaluation option shall meet at least two (2) times with the building administrator during development of the teaching-learning portfolio. Each meeting shall be between 15-30 minutes to review the start of the portfolio process, target area(s), content, and teacher reflection upon completion of the portfolio. The teacher may choose to meet additional times with the building administrator during development of the portfolio should questions or concern arise.
- (7) At the conclusion of the portfolio development, the teacher shall secure from the building administrator the District's Teaching-Learning Portfolio Reflection Record, Appendix F-2, and return completed copies to the building administrator by the conclusion of the school year during which the teacher developed the portfolio. The building administrator shall sign the Teaching-Learning Portfolio Reflection Record and distribute copies to the teacher, principal, and the teacher's personnel file.
- (8) Upon completion of the teaching-learning portfolio option, the teacher shall retain ownership of the portfolio and its contents. The teacher may choose to make copies of the portfolio content if requested by the building administrator for the purpose of supporting staff development in the building or District.

L. NATIONAL BOARD CERTIFICATION PROCESS

Teachers electing to use this as their evaluation tool must complete the entire National Board Certification process including the final assessment.

Options 1 (Video Self-Taping) and 2 (Teaching-Learning Portfolio) are for teachers on continuing contracts and may be used twice every four (4) years.

M. **TENURE** - Continuing contracts shall be granted in accordance with the applicable Ohio Revised Code sections. To be eligible for a continuing contract, a teacher must hold an Ohio Professional, Permanent, or Life Teaching Certificate/License and have successfully completed a three (3) year teaching term in the Kirtland Schools within the preceding five (5) years. If the teacher held a continuing contract elsewhere in Ohio, the teacher may become eligible for a continuing contract after teaching two (2) years in the Kirtland Schools.

N. **NOTICE OF CONTINUING CONTRACT ELIGIBILITY**

Each year, on or about September 15, the office of Superintendent shall provide a memo to all teachers on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved. Teachers who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered, shall complete the application form attached to the memo and return the form to the Superintendent by October 15.

By November 15, the building principal/evaluating administrator will confer with the teacher who has expressed an interest in being considered for tenure to discuss the process. A teacher who does not complete and return the form confirming his/her intent to be considered shall not be eligible for consideration for continuing contract status during that school year.

A teacher who expresses her/his intent to be considered and is not able to complete the steps required or who wishes to withdraw from tenure consideration shall notify her/his building principal/evaluating administrator of that fact not later than April 15. Such teacher shall not be eligible for continuing contract but shall not experience another employment consequence solely as a result of not completing the continuing contract eligibility requirements. Such teacher shall not be required to but may elect to apply for continuing contract consideration in a subsequent year.

The memo and application form are Appendix G to the contract. With respect to the application process for continuing contract consideration only, this provision shall supersede ORC Sections 3319.11 and 3319.111.

O. **LIMITED CONTRACT** - Under the provisions of the Ohio Revised Code, the Kirtland Board of Education will issue one-year limited contracts to all teaching personnel during their first three years of employment. If re-employed for a fourth year, the Board will issue a two-year contract thereafter on the basis of the recommendation of the Superintendent until they are eligible to receive a continuing contract. In case of a RIF situation, these multiple year contracts will be suspended in accordance with law.

P. **PERSONNEL FILE**

1. There shall be in the office of the Superintendent of Schools, the official personnel file for each teacher in which shall be deposited the following items in addition to other records permitted by law:

- a. Application for employment, including references
 - b. Copy of latest contract, properly signed
 - c. Ohio Teaching Certificate/License
 - d. College transcripts and other in-service credits
 - e. Record of tuberculosis test
 - f. Written statements regarding conferences, together with any written replies thereto
 - g. Performance record to include the principal's or supervisor's appraisal of work and growth, according to formal observation and evaluation procedures as established by the Collective Bargaining Agreement
 - h. Letters of commendation and certificates of award.
2. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made.
 3. The official records are maintained as "open files" and any information not classified as confidential by law may be examined by the employee to whom it relates upon request for such opportunity. The employee shall be entitled to a copy of such information.
 4. No anonymous letter shall be the basis for any evaluation or entry in the teacher's personnel file.
 5. No internal memos or informal observation or informal evaluation shall be placed in the file except when it is a part of the formal evaluation.
 6. All written formal evaluations to be included in the file shall be in accordance with the official teachers' evaluation procedures and any reply to evaluations shall be attached to such evaluations.
 7. A District employee will be present while the file is being reviewed by anyone other than the Board, Administration, or agent of the Board as determined by the Superintendent.
 8. An employee will receive notice of anyone (other than Administration, agent of the Board as determined by the Superintendent, and Board of Education office personnel) who has viewed his/her file within twenty-four (24) hours of the viewing.
 9. The Board of Education shall maintain a list of the names and dates of anyone (other than Administration, agent of the Board as determined by the Superintendent, and Board of Education office personnel) who has viewed a personnel file.

ARTICLE VII

SEPARATION

- A. **TERMINATION** - In all cases, termination shall be done in accordance with the Ohio Revised Code.
- B. **NON-RENEWAL** - The following will apply for staff initially hired after June 9, 2000:
1. Non-renewal of limited teaching contracts for probationary employees:
 - a. On or before April 30, limited contract teachers who have been employed for three (3) or fewer years without having obtained a continuing contract prior to employment with the Board or limited contract teachers who have been employed for two (2) or fewer years and had obtained a continuing contract prior to employment with the Board and whose regular teaching contract the Board intends to non-renew shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
 - b. This non-renewal procedure for teachers who have been employed for three (3) or fewer years or two (2) or fewer years for teachers who had obtained a continuing contract in another district supersedes all provisions of Article VI, Evaluation, ORC 3319.11 and ORC 3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to ORC 3319.11 or 3319.111 or through the grievance procedure.
- C. **REDUCTION IN FORCE (RIF)**
1. The Board reserves the right to implement reduction in the number of teachers pursuant to R.C. 3319.17.
 2. **NOTIFICATION OF ANTICIPATED RIF**
 - a. If the Board determines a RIF may occur, the Board shall notify the KEA in writing, not less than sixty (60) calendar days prior to the date the Board will take action on the RIF. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, the name(s) of the teachers to be affected, the date of Board action to implement the RIF, and the effective date of the RIF.
 - b. The Board shall develop and provide the KEA with a RIF list of potentially affected teachers.
 - c. Within ten (10) days of receipt of the notification, representatives of the Board and the KEA shall meet to review the proposed RIF. Once this meeting has occurred, there shall be no involuntary transfers until all bumping has been completed.

3. IMPLEMENTATION

- a. In determining the position(s) to be reduced, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. The following sequence shall be used for a reduction in force:
 - (1) The number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practical for positions vacated as a result of voluntary resignation, retirement, or death. The parties recognize, however, it may be necessary to hire some replacements for these positions if other teachers do not possess the certification/licensure for the position and the position is one that must be filled.
 - (2) If additional reduction is necessary, then part-time teacher(s) shall be laid off before full-time teacher(s). However, part-time teacher(s) on continuing contracts will receive preference over part-time or full-time teacher(s) on limited contracts.
 - (3) If additional reduction is necessary, then within each educational level, high school, middle school, elementary school, and at that level within each certification/licensure area affected, reductions shall be made first of teacher(s) with limited contracts and then of teacher(s) with continuing contracts.
 - (4) Prior to an actual layoff, a teacher who is subject to layoff in his/her current assignment shall be notified of his/her "displacement (bumping) rights; and given at least five (5) days to exercise them. A teacher who receives a layoff notice in his/her current certification/licensure area shall have displacement (bumping) rights to displace the least senior teacher in the same or different certification/licensure area if the teacher being laid off has a valid certificate/license in that area and has greater seniority than the other teacher; and evaluations comparable to the least senior teacher.
 - (5) As a result of the above, if a teacher who displaces the least senior teacher does not possess highly qualified teacher (HQT) status, the teacher will be provided a two-year period of time to achieve HQT status relevant to that assignment. If HQT status is not achieved in that period of time, the teacher may be subject to reduction in force without complying with the general provisions of this Article VII. C.
- b. Layoff shall occur by suspension of contract.
- c. A teacher to be laid off due to RIF shall be given thirty (30) days advance written notification prior to Board action on the implementation of the RIF. The President of KEA shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

4. **LIMITATIONS**

- a. No new hire shall be employed in a bargaining unit position until all eligible, laid-off teachers have been offered such position.
- b. No transfer or reassignment shall be made during a period of RIF that prevents the recall of a teacher on layoff status.
- c. No current, non-bargaining unit teacher shall be assigned to fill a bargaining unit position while an eligible teacher remains on layoff status. However, a non-bargaining unit employee who is certificated/licensed may teach up to two (2) class periods per day in a subject area no bargaining unit member is certified/licensed to teach, provided no bargaining unit member is reduced, laid-off, or prevented from recall.

5. **LAYOFF RIGHTS** - A teacher on layoff status shall have the following rights:

- a. The right to continue receipt of group insurance coverage at teacher's expense for the period the teacher is eligible for recall. Payment will be made monthly to the Treasurer.
- b. The period of layoff shall not interrupt nor add to continued seniority.
- c. Credit for salary placement, upon recall, if the Superintendent determines that the same or similar work was performed by the employee while on layoff status. It is the responsibility of the employee to provide the Superintendent with verification of the work performed.
- d. The unchallenged right to unemployment compensation benefits when that teacher has not been offered a bargaining unit position during layoff.
- e. Additional certification/licensure earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Superintendent prior to recall.

6. **RECALL RIGHTS**

- a. Laid-off teachers shall be recalled based on their certification/licensure area, teaching qualifications and evaluations. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.
- b. Notice of recall shall be made by telephone and registered or certified mail to the last telephone number and last address given by the teacher to the administration. It shall be the responsibility of the teacher to keep the administration advised in writing of a telephone number and mailing address at which he or she can be reached. Teachers who do not accept offers of recall within fourteen (14) days of delivery, of a certified letter (return receipt requested) shall be deemed to have waived their recall rights for the position in question. The Board shall have no further obligation to reinstate or offer reinstatement to a member of the bargaining unit who has been offered and who declines reinstatement for any opening

providing that a bargaining unit member laid off from a full-time position shall not be required to accept a part-time position.

- c. The teacher shall be given fourteen (14) calendar days from date of acceptance of the recall notice to report to work.
 - d. This procedure shall continue until all teachers on layoff status have been recalled, have retired under an Ohio State retirement system, or have voluntarily resigned.
 - e. A limited contract teacher shall remain on the list for three (3) years and a continuing contract teacher shall remain on the list for an unlimited time from the effective date of lay-off.
7. **TERMINATION OF RIF** - The RIF shall terminate when no teacher remains on layoff status.
8. **SENIORITY DEFINED** - Seniority shall mean the length of continuous employment in a bargaining unit position with the Kirtland School System 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 a teacher is on active pay status.
 - c. Time spent on inactive pay status (authorized unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - d. Employment of a bargaining unit member in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority for any bargaining unit member who serves in this capacity after September 1, 1991.
 - e. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
 - f. Part-time teachers shall accrue seniority prorated against the minimal full-time standard as defined by this Contract.
 - g. No teacher shall accrue more than one (1) year of seniority in any work year.
9. **EQUAL SENIORITY**
- a. A tie in seniority shall occur when two (2) or more teachers have the same amount of seniority credit as determined by the seniority list.
 - b. Ties in seniority shall be broken by the following method to determine the most senior teacher:
 - (1) The teacher with the first day worked; then
 - (2) The teacher with the earliest date of employment (date of hire); then

- (3) The teacher with prior teaching experience (full/part-time) as a regular employee of Kirtland. Seniority shall be consistent with Article VII, Section B., 8., e., and f.; then
 - (4) The teacher with prior long-term substitute teaching in the district; then
 - (5) The teacher with prior professional employment with the district; then
 - (6) By lottery, with the most senior teacher being the one whose name is drawn first. This procedure shall be implemented in the presence of a designated KEA representative.
10. **SUPERSENIORITY** - For layoff purposes only, teachers employed under continuing contract, regardless of part-time, half-time or full-time status, shall have greater seniority than teachers employed under limited contract. However, this provision shall not be interpreted to conflict with HB 153 or otherwise apply when teachers do not possess comparable evaluations.
11. **LOSS OF SENIORITY** - Seniority shall be lost when a teacher retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.
12. **POSTING OF SENIORITY LIST** - The seniority list shall be posted annually, by November 15 of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list for each educational level indicating, by area of certification/licensure, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each teacher. Said list shall be provided to the KEA President on or before the date of posting.
- a. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification/licensure with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.
 - b. The names of teachers who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
 - c. The names of part-time teachers shall appear on the seniority list but shall be listed separately from the names of Full-time teachers.
13. **CORRECTION OF INACCURACIES** - Each teacher shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE VIII

ABSENCES AND LEAVES

A. **SICK LEAVE**

1. Each teacher will be granted one and one-quarter (1-1/4) sick leave days per completed teaching month (15 days total per year) in accordance with O.R.C. 3319.141. Unused sick leave shall be subject to unlimited accumulation. Staff initially hired after the 1985-86 school year shall be limited to two hundred seventy-five (275) days sick leave accumulation.
2. Any teacher shall be granted an advancement of 15 days sick leave if needed. (Not to exceed the number of days that might be earned during the remainder of the contract year.)
3. Teachers shall qualify for sick leave with full pay and benefits for:
 - a. Personal illness;
 - b. Pregnancy;
 - c. Injury;
 - d. Exposure to contagious disease;
 - e. Absence due to illness, injury, or death in the immediate family. For purposes of this definition, "immediate family" refers to individuals who have a husband, wife, father, mother, sister, brother, son, or daughter relationship to the employee. Other individuals who have lived in close relationship to the employee such as to be comparable to those relations listed above are to be considered as if they were the same.
4. Report forms are to be completed on return to duty.
5. In the event a member of the bargaining unit experiences a personal catastrophic illness or injury and exhausts sick leave as a result, the employee may follow district procedures to request an advance of any sick days which they qualify from the following school year. Should the employee experiencing catastrophic illness exhaust such advanced sick leave, the employee may request further assistance from the Superintendent and Board of Education. The Board of Education and the Superintendent shall have sole discretion approving such requests.

B. **LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT** - A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one school year. Such leave shall be according to the following provisions:

1. A member of the instructional staff shall have had five (5) years service. For the purpose of these regulations, service shall mean additional experience in this district for which experience credit was recognized in determining placement on the salary schedule.

2. A plan of professional improvement shall be furnished to the Superintendent for his/her approval prior to submission to the Board for approval. Upon return, a report shall be filed by the teacher as proof that said plan was followed.
3. The part salary shall be the difference between the employee's expected salary for the next school year and the cost of a replacement for the period of time the sabbatical leave shall be in effect.
4. The Board shall continue to pay its portion of all fringe benefits for an employee while on leave of absence for professional improvement. Further, an employee may make arrangements with the Treasurer's office for any other voluntary contributions he/she may desire to continue.
5. Not more than five percent (5%) of the instructional staff shall be granted sabbatical leave at one time.
6. The Board will make an attempt to secure a replacement with less experience. However, in every case the replacement must be judged to be satisfactorily qualified.
7. Additional leaves shall be made available to members of the instructional staff after completion of five years additional experience, providing others (5%) have not filed a request for such leave.
8. Members of the instructional staff returning from such leave shall be returned to the same contract status held prior to such leave.
9. A year of leave shall count as a year of credit for replacement on the salary schedule.
10. The staff member shall be obligated to return to the schools for a period of at least one school year following the leave.

C. LEAVE OF ABSENCE - PROFESSIONAL REASONS

1. Leave of absence may be granted by the Superintendent of Schools under the following conditions:
 - a. To visit other schools, attend professional conferences and meetings, or to attend to school business without loss of pay. This time shall not be deducted from cumulative days to which the employee is entitled. Such leave must be requested and granted in writing, stating the object for which it is requested including the length of time. Copy of the approval of such request must be filed with the treasurer for payroll purposes.
 - b. Leave of absence may be requested by an employee for professional study and improvement. Such request must be made in writing, outlining the plan of study, the effective days, and the length of absence. Approval must be given by the Board of Education.

2. TRAVEL REIMBURSEMENT

Board of Education reimbursement of employees' travel and related expenses for Board-approved trips shall adhere to guidelines and expectations of the State Auditor and Board of Education Policies and Guidelines. Guidelines will be provided to the employees within the first two (2) weeks of the school year.

Reimbursement of each expense requires a receipt submitted with the appropriate expense account and any forms required by the office of the Treasurer.

Items of a personal nature shall not be reimbursable (e.g. souvenirs, liquor, personal phone calls and/or telegraph messages, etc.).

The Board shall only reimburse for appropriate expenses the district approved for travel reimbursement and related expenses.

D. LEAVE OF ABSENCE - MATERNITY/PATERNITY

1. Leave without pay for a period not to extend beyond two years shall be granted teachers who request maternity or paternity leave. The dates established for the beginning and ending of such leave shall be filed with the principal at least sixty (60) days prior to the beginning of the requested leave except that this provision may be waived by the Superintendent. Non-emergency pre-delivery leave shall not commence prior to the end of a semester except upon mutual agreement of the teacher and the administration.
2. Reinstatement from such leave shall be at the beginning of the school year, except where the Superintendent and teacher agree to a different time. Requests for reinstatement should be presented to the Superintendent at the earliest possible date and no later than the April 1 date prior to the desired return date.
3. When assigning a teacher who returns from leave, the teacher's prior position will be among the factors considered, after consultation between the teacher and appropriate administrator.
4. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

E. LEAVE OF ABSENCE - MEDICAL

1. Medical leave of absence will be granted upon proper application of a professional employee who has exhausted his/her accumulated sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return.
2. Such leave will commence on the day that accumulated sick leave is exhausted and the employee has no earnings due.
3. Except as provided in paragraph 4, such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter and will not exceed a maximum period of two consecutive school years in addition to the remainder of the semester during which it commences.
4. A professional employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days.
5. Individuals on any approved medical leave may continue their hospitalization and other group benefits for the duration of said leave at Board expense to the extent the Board is otherwise obligated to pay. If responsible for any premium costs they must reimburse the Board at stipulated times.
6. An employee on emergency short-term medical leave shall be paid in full the balance due him/her (monies earned but not yet paid) in his/her last check, less the deductions previously authorized.
7. A professional employee on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 for the next school year. Such application shall be accompanied by a doctor's statement indicating that the employee is or may be reasonably capable of returning to work. The employee shall also submit a doctor's statement on the actual return date, certifying medical fitness to carry out assigned duties and responsibilities.
8. It shall be the duty of the employee to notify the Superintendent in writing of this intention to return to work.
9. Failure to actually return to work due to continuing medical disability shall not constitute cause to seek cancellation of certification or of unused leave.
10. Upon return to service, the professional employee shall resume the contract status, limited or continuing, held prior to the medical leave of absence.

F. **PERSONAL LEAVE**

1. All teachers shall be granted upon request four (4) working days per year with pay for personal leave; the leave to be non-accumulative.
2. The employed person requesting personal leave should apply through the proper administrative person at least three (3) days in advance except in case of emergency. (See Appendix E.)
3. Should leave be contiguous with a school holiday, a detailed explanation shall be given prior to the leave being granted or denied by the Superintendent.
4. At the end of each year, each teacher who does not use any personal leave shall receive Two Hundred Dollars (\$200.00) payable in the second pay in June. Teachers employed less than full time will have the payment pro-rated based upon the percent of their teaching assignment compared to a full time teaching position, e.g., a teacher working one/half time will receive One Hundred Dollars (\$100.00).
5. Any teacher that does not qualify for the personal leave stipend shall have any unused personal leave days converted to sick leave and added to their sick leave accumulation at the end of each school year.

G. **ASSAULT LEAVE**

1. Any certificated/licensed employee who is absent due to physical or mental disability resulting directly from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of such absence not to exceed thirty (30) days unless certified by a medical statement. (See #3.)
2. Said employee shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board of Education.
3. If medical attention is required, a statement from a licensed physician stating the nature of the disability and its duration shall be required.
4. Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 of the Ohio Revised Code.
5. Said benefit shall not be in duplication of eligible worker's compensation benefits.

H. **JURY DUTY** - In the case of jury duty, no deductions shall be made from accumulated sick leave or personal leave. Pay for days of such absences will be at the teacher's regular daily compensation rate. However, any remuneration received for serving as a juror will be disbursed to the Board of Education by the appropriate court exclusive of parking fees.

I. **ASSOCIATION LEAVE** – The Association is guaranteed at least six (6) days for Association meetings. This time shall not be deducted from cumulative days to which the employee is entitled. Such leave must be requested and granted in writing, stating the object for which it

is requested including the length of time. A copy of the approval of such request must be filed with Treasurer for payroll purposes.

- J. **SPECIAL LEAVE** – Should a member of the bargaining unit use all four (4) of their personal leave days in a single school year and an unusual personal situation arises, the employee may apply to the Superintendent for use of Special Leave by submitting a completed Personal Leave Form, found at Appendix E. In applying for consideration of Special Leave, the employee and Association President shall meet and provide the Superintendent and appropriate Principal with all relevant information regarding such request. The Superintendent shall have sole discretion in deciding whether to approve such requests for Special Leave, and his/her decision shall not be grievable.

Special Leave can only be requested after all four (4) personal days have been used in a specific year. Special Leave is a paid leave.

K. **FAMILY MEDICAL LEAVE**

1. A bargaining unit member is entitled to twelve (12) workweeks of Family Leave during any twelve (12) month period of Family or Medical Leave for purposes described in the “Family and Medical Leave Act of 1993” or subsequent amendments, i.e., such leave may be used for:
 - a. the birth of a son or daughter in order to care for the son or daughter;
 - b. the placement of a son or daughter with the employee for adoption or foster care;
 - c. to care for the employee’s spouse, son, daughter or parent who has a serious health condition; or
 - d. to care for the employee’s own serious health condition that renders the employee unable to perform the functions of the job.
2. This leave shall be unpaid except to the extent the employee has paid sick leave, personal leave or vacation available.

The twelve (12) workweeks include the time on sick leave as provided above, unpaid “child rearing” leave, or unpaid medical leave.

For the purpose of a birth of a child and/or the placement of a child with the employee for adoption or foster care, the employee shall be eligible for FMLA Leave, up to eight (8) weeks of which may be paid sick leave to the extent the employee has enough accumulated sick leave.

3. Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.
4. All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave.
5. On return from Family Leave, the employee is entitled to be restored to the same position held when the leave began or to the most equivalent position if the same

position is filled by another bargaining unit member as the result of a new hire or voluntary transfer.

6. This Section is not intended to deprive an employee of any greater right contained in any other section of the contract or of state and federal law.

ARTICLE IX

SALARY AND FRINGE BENEFITS

A. SALARY

1. a. The salary schedule and benefit improvements shall be effective with the first working day on the adopted school calendar for the 2012-13, and 2013-14 school years. All teachers will be paid on the new salary schedule as printed in the Appendix C of this Agreement. The parties agree there shall be a freeze of compensation for 2012-13 contract year, i.e., no step, longevity.. The base salary shall be frozen at \$38,900.

The parties agree that employees eligible for a step movement shall advance one (1) step in the 2013-14 contract year. Employees shall not skip any step at the close of the 2012-13 contract year or receive "make-up" step for the 2012-13 contract year. For example, if an employee was at Step 3 for 2011-12 contract year (and therefore continued at Step 3 for the 2012-13 contract year), the employee will move to Step 4, not Step 5, for the 2013-14 contract year.

The base salary shall remain frozen at \$38,900 for the 2013-14 school year.

- b. Those teachers who pass the National Board Certification for Teachers shall be paid one thousand two-hundred and fifty dollars (\$1,250.00) each year for a period of ten (10) years. Payment shall be based on the following certification schedule: (1) submitted by August 31, payment begins September 15 for twenty-four (24) pays; or (2) submitted by December 31, payment begins January 15 for twelve (12) pays.
 - c. Not later than September 1, 2013, a committee shall be formed consisting of the Superintendent, who shall chair the committee, the Association President and an equal number of administrators and teachers not to exceed five (5) per side. The committee shall explore a structure to provide for teacher achievement compensation.
2. **SALARY SCHEDULE APPLICATION** - The schedule provides that the basic salary classifications of the teacher shall be determined by professional qualifications, training, and experience. Placement on the salary schedule shall provide for:
 - a. All years of teaching service in another public school. All private school and substitute experience up to five (5) years each. The Superintendent and a teacher to be newly hired in the District may agree to a salary on the negotiated salary schedule which grants the teacher less service credit than the teacher would normally be entitled to pursuant to this provision or ORC 3317.13 and 3317.14. However, the teacher may not be paid less than the salary established at the BA-5 step of the salary schedule. The teacher would then increase one step on the salary schedule for each year of service in the District after the first year.
 - b. All years of active military service to a maximum of five (5) years.
 - c. All years of teaching service in the school district.

For the purpose of a., b., and c., one hundred twenty (120) days shall constitute a year's service.

When an employee supplies documentation, graduate credit hours, taken after the B.A. degree has been granted, shall be given credit on the salary schedule. Prior approval is not required. Up to thirty (30) semester hours will be credited without an M.A. degree. If an employee attains a Master's degree in mid-year, and if it is reported and documented by February 15, to the Treasurer's Office, the employee shall receive credit applied to the salary schedule effective to the first day of the second semester of that year. Graduate semester hours beyond the Master's will receive credit up to a maximum of sixty (60). Such credit shall be applied to the salary schedule effective to the beginning of the school year if reported and documented by October 15. Each semester hour so credited shall be compensated at a rate of .25% of base per semester hour.

3. **METHOD OF PAYMENT** - Teachers' salaries shall be paid in twenty-four (24) equal installments with the fifteenth and last day of each month designated as payment dates, except when the day falls on a weekend or holiday in which case payment will be made on the last working day preceding such. Teachers may request and receive their summer pay in one payment with Board approval.
4. **PAYROLL DEDUCTION** - The Board shall provide for payroll deduction of Association dues in ten (10) month installments upon request of the employee. Additional deductions will be made upon request for Credit Union, Tax Sheltered Annuities, United Fund, EPAC, and other appropriate deductions providing there is that capability on the existing payroll program.
5. **RETIREMENT COMPENSATION** - All teachers are contributing members of the Ohio State Teachers Retirement System and entitled to all benefits. Detailed information as to current benefits is available directly from the STRS office in Columbus.
6. **TAX SHELTER** - The Board will act as agent for a Tax Shelter Program for staff. Details are available from the Treasurer's office.

B. **FRINGE BENEFITS**

1. **HOSPITALIZATION**

- a. **INSURANCE COMMITTEE** - An Insurance Committee comprised of the Superintendent, an appointee of the Superintendent and the Treasurer of the Board of Education shall meet with the Association President, a member of the Association's Executive Committee and another Association member appointed by the Association President to discuss issues relating to health insurance costs. The Superintendent shall convene a meeting of the committee during the first week of November of each year to be used for organization of the committee's work for the year. The Superintendent shall convene a meeting of the committee during the first week of February of each year to meet with the consultant(s) from the ESC Consortium. The Superintendent shall convene a meeting of the committee during the first week of March to consider options. These representatives also are free to agree to variations in the recommended program and/or the implementation date

of the program. However, absent agreement to variation, the Board has the right to implement the program as set forth below.

- b. The District will offer only Lake County Consortium Plans #2 and #3.

The employee contribution rates for insurance shall be the following for the 2012-13 contract year:

Plan 2	Single:	\$15 month	Family:	\$ 30 month
Plan 3	Single:	\$65 month	Family:	\$125 month

The employee contribution rates for insurance shall be the following for the 2013-14 contract year:

Plan 2	Single:	\$25 month	Family:	\$ 50 month
Plan 3	Single:	\$75 month	Family:	\$160 month

- c. Compliance with 2010 Federal and State Healthcare Reform Legislation. The District's healthcare insurance plans will comply in all respects with the 2010 federal and state healthcare reform legislation even though the attached summaries may not reflect this compliance.
- d. Open Enrollment Period. From September 1-30, 2012 and September 1-30, 2013, the Board will provide a healthcare open enrollment period during which time members may change healthcare plans as provided for in this Agreement.
- e. Section 125 Plan/Flexible Spending Account: The board will establish a Section 125 plan/flexible spending account into which members may contribute pre-tax funds for medical reimbursement up to \$2,500 and dependent care reimbursement up to \$5,000. The Section 125 Plan shall also permit premium pass-through of member contributions for healthcare insurance premiums on a pre-tax basis.
- f. **CASH PAYMENT** - The Board will offer cash payment in lieu of health coverage as follows:

ELIGIBILITY:

- (1) For purpose of the "in lieu of" program only, " full-time " is defined as being employed a minimum of four (4) periods per day, per a five (5) day week, or the equivalent thereof, and in "pay status." Should it become necessary for an employee to leave full-time employ or "pay status," the "in lieu of" payments will be prorated based on the number of days in full-time, active pay status.
- (2) Employee must verify that he/she is covered by insurance from another source.
- (3) **AMOUNT** - Employees eligible for family plan coverage will receive Two Thousand Dollars (\$2,000) in two checks of One Thousand Dollars (\$1,000) each. The first check will be at the end of the first semester. The second will be with the last paycheck of the contract year.

Employees eligible for single coverage will receive One Thousand dollars (\$1,000) in two checks of Five Hundred Dollars (\$500) each at the same intervals as above.

Payment will be pro-rated for part-time staff based upon their FTE (full time equivalency). Also, employees who leave the plan mid-year will have their payment in-lieu pro-rated for the portion of the year they are not receiving health care.

- (4) **TIME LINE** - Employees who opt for this plan must notify the Treasurer on forms provided by the close of the enrollment period (September 18). Should it become necessary to rejoin the health plan due to a change in the availability of the alternative coverage verified above, the "payment in lieu" will be prorated. The choice of "payment in lieu" will be effective for one contract year.
2. **DENTAL INSURANCE** - The Board shall provide the single and family coverage for dental insurance for all members of the bargaining unit that provides no less benefit than the current coverage.
3. **LIFE INSURANCE** - The Board shall provide 2.03 times the base salary to the nearest thousand dollars of term life insurance for each and every member of the bargaining unit. Said life insurance may be converted without physical examination within thirty (30) days of leaving the system.
4. **INSURANCE BENEFITS FOR RETIRING OR RESIGNING STAFF** - Staff members who resign from the school system will receive full benefits of their hospitalization/insurance programs until August 31 provided the employee has completed the school year. A teacher shall receive full credit for any month in which a day was taught. Teachers who retire shall have their benefits continue until STRS benefits commence so that there is no lapse of coverage. At such time teachers shall receive their final salary compensation.
5. **PAYMENT OF BENEFITS** - The Board shall provide payment of full premiums for single and family coverage for the comprehensive major medical program, dental and life insurance for all employees working 1,288 periods per school year. For those employees who have requested to work less than full-time or who were hired to work less than full-time, the Board shall pay a portion of the premiums based on the number of periods per school year the employee works. The employee shall be responsible for the remainder of the cost. For those employees whom the Board reduced from full-time to less than full-time and the reduction was not requested by the employee, the following shall apply:
 - a. For those employees working between 736 and up to and including 1,287 periods per school year, the Board shall pay eighty percent (80%) of the premiums and the employee shall pay twenty percent (20%) plus the premium contribution required of full-time teachers on the plan for which the teacher is eligible.
 - b. For those employees working less than 736 periods per school year, the Board shall pay fifty (50%) of the premiums and the employee shall pay fifty percent

(50%) plus the premium contribution required of full-time teachers on the plan for which the teacher is eligible, **SuperMed Plus II, HMO or Traditional.**

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6. **VISION INSURANCE** - The specifications that are currently adopted in effect, and the cost of said insurance shall be borne by the Board.

C. **SEVERANCE PAY** - When a certified/licensed employee retires from active service in the Kirtland Public Schools, the certified/licensed employee shall, upon application, receive retirement severance pay. The Board of Education will pay retiring employees who are eligible under the provisions of the State Teachers Retirement System or the State Employees Retirement System to retire, using the following formula:

Up to thirty (30) days of accumulated sick leave times the employee's full time daily rate at retirement, plus where applicable, one-fourth (1/4) of the accumulated sick leave, days in excess of one hundred twenty (120) days times the same rate. Maximum allowable days total is sixty-two (62).

In lieu of receiving payment of their severance pay directly in cash, in accordance with Section F below, retiring teachers shall have their severance pay paid as an employer contribution to a TSA. Such payment shall be made within thirty (30) days of the teacher's effective date of retirement under STRS or SERS, and shall eliminate all of the retiring teacher's accumulated sick leave.

D. **POST BACCALAUREATE STUDY PROGRAM** - The Board will adopt an academic incentive plan covering the cost of six (6) semester credit hours not to exceed Seven Hundred Dollars (\$700.00). The Kirtland Board of Education recognizing the possible benefit to be derived by the students and the community from teachers furthering their education in fields of endeavor, hereby agrees to an academic incentive increment plan with the following stipulations:

1. Any teacher who is employed by the Kirtland Board of Education may apply, except that a teacher on a limited contract must have had that contract renewed before applying.
2. The graduate level study must be in an appropriate and/or related field of study and must have prior approval of the Superintendent.
3. Application shall be made on forms provided by the Board.
4. Compensation will be at the actual cost of six semester hours in any twelve-month period or a total not to exceed Seven Hundred Dollars (\$700.00), whichever is less.
 - a. Payment will be made upon submission of a transcript verifying that the work was successfully completed, and a statement showing the cost of the courses taken.
 - b. Payment will be made twice a year on or about September 15 and December 15, if the teacher returns to the system in September.
 - c. This will be a one time single payment and does not become a part of the annual salary. Hours thus compensated will not be eligible for credit on the salary schedule provision for extra hours. They can be part of the qualifications leading to the Master's Degree.

5. The Post Baccalaureate Study Program is a "one time" benefit and nonrenewable.
 6. A maximum of ten (10) programs will be granted in a given year on a first approved, first awarded basis.
- E. **STRS PICKUP** - The Board will pick up the teachers' full share of the retirement amount. The pickup amount will be subtracted from the salary as listed on the salary schedule, thus reducing gross pay by a like amount. This procedure shall be in compliance with the A. G. Opinion 82-097, which permits the amount picked up by the employer to be used in the calculation of final average salary for retirement purposes. STRS will credit the reported pickup amounts to individual member accounts, and such amounts will be included as part of the accumulated contributions by the individual member.
- F. **SEVERANCE PAY DEFERRAL PLAN** - Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section IX.F., and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), it is mandatory that certain retiring employees shall have their severance pay and early retirement incentive pay paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

The terms of the 403(b) Plan shall, at a minimum, include the following:

1. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to severance pay under Section C of this Article or early retirement incentive pay under Section 6 of Article XIII of this Agreement (hereinafter, collectively referred to as "Severance Pay").
2. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay, or
 - c. The maximum contribution amount allowable under the terms of the 403(b) Plan.
3. The required contribution or contributions to the 403(b) Plan shall be made at the same time or times that the payments of Severance Pay would be made to the 403(b) Plan participant under Paragraph C of this Article and Section 6 of Article XIII of this Agreement.
4. To the extent that a 403(b) Plan participant's severance pay exceeds the maximum amount allowable under the 403(b) Plan for a calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.
5. A teacher who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the

employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

6. If a teacher is entitled to have a contribution paid to a TSA pursuant to the terms of the 403(b) Plan and dies prior to such contribution being paid to the TSA, the contribution shall be paid to the estate of the deceased teacher.

Any teacher who is entitled to Severance Pay who is not a participant in the 403(b) Plan will continue to be eligible for any and all Severance Payments in accordance with Paragraph C of this Article. A teacher who is not a participant in the 403(b) Plan may elect to defer such payments to a TSA as permitted by law and Board policy. If a teacher is not a participant in the 403(b) Plan and dies prior to receiving all of his or her Severance Pay, the remaining payments shall be paid to the deceased teacher's estate in a lump sum.

All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

ARTICLE X

EXTRA DUTY

- A. **NON-TEACHING DUTIES** - The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should, to the fullest extent possible, be utilized to this end. The Board and the Association recognize that the teacher should not be required to accept nonpaying and/or non-teaching functions.
- B. **EXTRA PAY FOR EXTRA WORK** - All extra duty assignments involving extra pay will be paid in accordance with the negotiated schedules as attached. Such functions include:
1. School clubs.
 2. Chaperones for non-teaching assignments.
 3. Non-assigned classes due to teacher absence unless mutually agreed by teacher and administrator and additional compensation is paid.
 4. Supervision at athletic events or extracurricular activities.
 5. Positions on Supplemental Duty Schedule (see Appendix D).
- C. The positions listed in Appendix D shall be set forth in a limited contract of one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.
- D. The Board may create new position(s) on the extra duty schedule or the Supplemental Contract Schedule (Appendix D) during the term of this Agreement by providing written notice to the Union. The amount of compensation for such new positions will be subject to agreement between the Board of Education and the Kirtland Education Association and will result in the salary for the new position(s).
- E. All pre-season salaries shall be paid in conformance with effective salary schedules for the upcoming school year.
- F. **TUTORING** - Teachers are encouraged to give as much individual assistance as possible to students needing special attention. However, teachers are not permitted to tutor privately, for pay, any student regularly assigned to them except under special circumstances as determined by the building principal. While teachers may agree to tutor students not assigned to them, this tutoring may not be done during the regular school day.
- G. For any IEP meeting approved by the building principal to occur after the regular work day, the attending teacher shall receive a maximum one (1) hour of compensation at a rate of \$22.50 for the hour. For meetings less than one (1) hour, the attending teacher shall be compensated on a 15 minute pro-rata basis based upon the \$22.50 per hour rate.

ARTICLE XI

TEACHER RIGHTS

A. **NON-DISCRIMINATION**

1. The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, age, or membership in the Association or its associated activities.
 2. No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or activity herein provided for, nor on account of his/her membership or position in the Association.
- B. Employees shall be ensured all rights and privileges granted by law and this Agreement.
- C. Teachers will not be required to search for bombs or transport students in private vehicles.
- D. Reprimands will be done in private and in a reasonable manner.
- E. Teachers may leave during duty-free lunch periods, and at other unassigned times. The building office shall be informed.
- F. All teachers have the right to the use of the school telephone for both personal and school business calls. They shall reimburse the school for the cost of personal long distance calls.

ARTICLE XII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible administrative level equitable and just solutions to claims that violations of a term or provision of this Agreement, Board policies, rules and regulations, and fair treatment have occurred.

B. **DEFINITIONS**

1. A grievance is a written claim filed by a certificated/licensed employee, group of employees, or Association alleging that there has been a violation, misapplication, or misinterpretation of a term or provision of this Agreement, Board policies, rules and regulations, or fair treatment.
2. Grievant: A grievant shall be defined as a certificated/licensed employee, group of employees, or Association who has a grievance as defined in Specification A above.
3. Days: Days shall be defined as days when school is in session except as otherwise indicated.
4. Association: The term Association shall be the Kirtland Education Association.
5. Administration: The term Administration shall be Superintendent, principals, supervisors, Treasurer.

C. **GENERAL PROCEDURES**

1. Grievances filed by various individuals, arising out of the same or similar circumstances and filed at or about the same time, may be consolidated for hearing purposes. Each case shall be considered on its individual merits, but any relief awarded will be applicable to all those similarly affected.
2. A grievant shall have the right of representation at all steps of the grievance procedure including the informal level.
3. It is usually desirable for an employee and his/her immediately involved supervisor to resolve problems in free and informal communication.
4. Any time limits specified herein may be shortened or extended by written agreement.
5. When a grievance is submitted within fourteen (14) calendar days of the last day of school, the time limits shall be defined to include all weekdays to enable the grievance to be resolved as soon as possible.
6. When the stipulated time limits are not met by the Administration, the grievant shall have the right to appeal the grievance to the next level of this procedure. (Any level may also be waived by mutual agreement.)
7. If a grievance arises from the actions of an authority other than the principal of a school, or is concerned with system wide policy, it may be submitted at Level II of this procedure.

8. The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party and not prescribed by law or Board policy for the processing of a grievance.
9. When the grievant fails to file the grievance or appeal the grievance within the time limits established, the grievance shall be deemed waived, or if under appeal, accepted as decided by the Administrator at the previous step.

D. PROCESSING OF GRIEVANCES

1. **LEVEL I - IMMEDIATE SUPERVISOR** - The grievant must within twenty (20) days of the time the grievant knew or should have known of the occurrence which constitutes the basis of the grievance, file the grievance in writing with his/her immediate supervisor.

The immediate supervisor shall schedule a hearing within five (5) days of the receipt of the grievance.

At the grievance hearing, the grievant shall have full opportunity to present relevant facts, information, and any other data relating to the grievance.

Within five (5) days after the conclusion of the grievance hearing, the supervisor shall inform, in writing, the grievant of his/her decision in the matter. A copy of the decision will be supplied to the grievant, the Superintendent, and the Association.

2. **LEVEL II** - If a grievance is not resolved or disposed of at Level I in accordance with specified procedure, the grievant may appeal the grievance to the Superintendent or his/her designee.

The Superintendent or his/her designee shall arrange a hearing with the grievant and his/her designated representatives which is to take place within ten (10) days of his/her receipt of the appeal. Hearing procedures shall be mutually established.

Within five (5) days of the conclusion of the hearing, the Superintendent or his/her designee shall inform in writing, the grievant, supervisor, and the Association of the disposition of the grievance.

3. **LEVEL III** - If the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition has been made within the time limits, the grievant may appeal the grievance to the Board of Education through the Treasurer of the Board. It shall be hand delivered or sent by registered mail.

The Board shall arrange a hearing with the grievant and/or his/her designated representative in an executive session at the next regular Board meeting which is to be held at least ten (10) days after receipt of the appeal. Within five (5) days of the conclusion of the hearing the Board shall inform, in writing, all parties and representatives in attendance of the disposition of the grievance.

4. **LEVEL IV** - If the Grievant is not satisfied with the disposition of the grievance at Level III, or if the disposition has not been made within the time limits the grievant may appeal as follows:

If the grievance arises from an alleged violation, misinterpretation, or misapplication of a specific term of this Agreement between the Board of Education and the Association, the grievant may appeal the grievance to binding arbitration by giving written notice to the Board of his/her intent to seek arbitration.

Within ten (10) days after said notice, representatives of the Board and the grievant shall meet and select an arbitrator or request the American Arbitration Association to furnish a list of names. Either party reserves the right to request a second list. Names shall be stricken alternately from the list until one is left. That person will be the arbitrator. A flip of a coin shall decide which party shall strike the first name. The hearing and the other procedures shall be governed by the rules and regulations of the American Arbitration Association.

Expenses and fees of the arbitrator shall be borne equally by the Board and the grievant.

ARTICLE XIII

EARLY RETIREMENT INCENTIVE

A. EARLY RETIREMENT INCENTIVE PLAN BENEFITS

In addition to any benefits conferred by the terms of the negotiated agreement between the parties at Article IX(C), (except as discussed in Section V below), an “Eligible Retiree” (as defined below) shall be entitled to the benefits described in Sections IV and Section VI of this Agreement, and shall have his or her severance pay, paid as provided herein.

B. ELIGIBLE BARGAINING UNIT MEMBERS

For purposes of this Agreement, an employee shall be deemed to be an “Eligible Bargaining Unit Member” if the employee meets all of the following requirements:

1. The employee is a current member of the bargaining unit represented by the Association.
2. The employee has at least ten (10) years of service with the Board; and
3. Either:
 - a. At the end of the 2010- 2011 school year, is eligible for STRS Service Retirement and retires effective July 1, 2011; or
 - b. If the employee does not meet the requirements of Article XIII (B) (3) (a) at the end of the 2010- 2011 school year, first be eligible for STRS Service Retirement after July 1, 2011 and retire effective July 1, 2012.

The employee shall be deemed eligible to participate in this program at one and only one time: the earlier of the first year in which she/he qualifies for “55/25” STRS retirement, the first year she/he qualifies for “60/5” STRS retirement, or the first year in which she/he reaches 30 years of credited service at any age and at no other time. However, for retirements effective July 1, 2006, a teacher shall be eligible to participate in this program even if she/he earlier qualified for “55/25”, “60/5” or 30 year retirement.

4. The employee has not previously retired from the Kirtland Local Schools or has not previously retired under STRS or any other state-run program.

C. ELIGIBLE RETIREES

An “Eligible Retiree” shall be an Eligible Bargaining Unit Member who satisfies all of the following requirements:

1. The employee submits to the Superintendent an irrevocable letter of resignation in accordance with the timeline set forth in Section III (B)(1) below, indicating the intent to retire effective July 1, 2011 for an Eligible Bargaining Unit Member who meets the qualifications set forth in paragraph Section II(C)(1) above. An Eligible Bargaining Unit Member who first becomes eligible for “55/25”, “60/5” or 30 year STRS Service Retirement after July 1, 2011 and meets the qualifications of Section II(C) (2) above, will

become an Eligible Retiree if she/he submits to the Superintendent an revocable letter of resignation in accordance with the timeline set forth in Section III (B) below, indicating the intent to retire effective July 1, 2012.

2. The Eligible Bargaining Unit Member's written resignation is submitted to the Superintendent by not later than March 1, 2011 for a retirement effective July 1, 2011 or March 1, 2012 for a retirement effective July 1, 2009 Note: Only teachers that are first eligible for receipt of "55/25", "60/5" or "30 year" STRS Retirement Benefits after July 1, 2012 may retire effective July 1, 2012 and be eligible for the retirement benefits set forth in this Article.

If such a letter is not received by the Superintendent on or before the required date, the Board shall bear no obligation to allow an otherwise Eligible Bargaining Unit Member to retire under the terms of this Article.

For purposes of this Article, teachers eligible for receipt of "55/25", "60/5" or "30 year" STRS Retirement Benefits effective on or before July 1, 2011 must retire July 1, 2011 to participate in this retirement incentive benefit program and receive the benefits set forth in Sections IV and VI below. Such teacher shall not be eligible for any form of retirement bonus or incentive for retirement or resignation effective after July 1, 2011 Teachers who will first be eligible for "55/25", "60/5" or "30 year" STRS Retirement Benefits after July 1, 2011 and on or before July 1, 2012 must retire effective July 1, 2012 to participate in this retirement incentive benefit program and receive the benefits set forth in Sections IV and VI below and shall not be eligible for any form of retirement bonus incentive for retirement or resignation effective after July 1, 2012. A teacher with 30 or more years of STRS service as of July 1, 2011 must retire effective July 1, 2011 to receive the benefits of Sections IV and VI below; that teacher may not continue to July 1, 2012 and receive any such benefits. Likewise a teacher age 55 or more with 25 years of STRS service as of July 1, 2011 or a teacher age 60 or more with 5 or more years of STRS service must retire effective July 1, 2011 to receive the benefits of Sections IV and VI below; that teacher may not continue to July 1, 2012 and receive any such benefits.

3. After the Board's acceptance of an Eligible Bargaining Unit Member's timely filed written resignation, the Eligible Bargaining Unit Member continues to be actively employed and ceases employment on the employee's stated resignation date at the end of the school year.

D. REIMBURSEMENT OF HEALTH CARE PREMIUM COSTS

1. For the purposes of this Memorandum of Agreement, the term "Health Care Premium Costs" means either:
 - a. The amounts that an Eligible Retiree is required to pay in order for that person (and, if applicable, his or her dependents) to receive health care insurance coverage from STRS or another state retirement system, or
 - b. Premiums paid by an Eligible Retiree to purchase individual insurance coverage for the Eligible Retiree (and, if applicable, his or her dependents).
2. Subject to and the limitations described below and the documentation requirements of paragraph C below, the Board agrees to reimburse the "Health Care Premium Costs,"

that are incurred by an Eligible Retiree between July 1 and December 31 of the year of the Eligible Retiree's retirement and in the five succeeding calendar years (January 1 – December 31). Notwithstanding the foregoing, the reimbursement to be provided by the Board is subject to the following limitations:

- a. The reimbursement to be provided for any one calendar year shall not exceed \$6,000.
 - b. The aggregate total of reimbursement that is provided to any Eligible Retiree shall not exceed \$30,000.
 - c. For teachers that are less than full-time the reimbursement for health care premium costs will be pro-rated based upon their FTE in their final year of employment.
3. The parties agree that reimbursement of Health Care Premium Costs shall be made by the Board twice per year and that an Eligible Retiree must furnish receipts or other documentation evidencing that such health care costs were incurred in the prior 6 months, as may be required by the Treasurer. An Eligible Retiree shall submit such receipts or other documents to the Treasurer by January 15 in order to receive reimbursement by February 1 and by July 15 in order to receive reimbursement by August 1. If receipts or other documentation are not submitted by January 15/July 15, they may be submitted for reimbursement in the next succeeding 6 month period; provided, however, that all such receipts or other documentation must be submitted by not later than the January 15 that follows the last calendar year for which an Eligible Retiree is entitled to reimbursement for Health Care Premium Costs.
 4. The parties agree that if an Eligible Retiree dies before receiving the maximum reimbursement allowable under this Agreement for Health Care Premium Costs, a surviving spouse of the deceased Eligible Retiree may continue to submit his or her Health Care Premium Costs for reimbursement by the Board, subject to all of the foregoing limitations and documentation requirements. No further reimbursement of Health Care Premium Costs will be provided after the death of a surviving spouse of an Eligible Retiree.

E. PAYMENT OF REGULAR SEVERANCE PAY

While Eligible Retirees are entitled to the benefits otherwise afforded by the negotiated agreement between the parties, it is understood by the parties that an Eligible Retiree shall be paid his or her severance pay, as provided in Article IX.C. of the negotiated agreement, over the course of two years. The Board shall pay one-half of such severance pay to the Eligible Retiree via the first regularly scheduled payroll of the January following the year of retirement. The Board shall pay the remainder of such severance pay to the Eligible Retiree via the first regular payroll of the second January following retirement.

To the extent provided for in the "403(b) Plan" that is to be provided for in Article IX. F. of this Agreement, the foregoing payments shall be paid directly into a tax-sheltered annuity (TSA) instead of being paid directly to the Eligible Retiree. If an Eligible Retiree dies prior to the time that all of his or her severance pay is either paid to a TSA under the 403(b) Plan or paid in cash to the Eligible Retiree, the remaining payments shall be paid in a lump sum to the estate of the deceased Eligible Retiree.

F. EARLY RETIREMENT INCENTIVE PAY

In addition to the retirement incentive benefit set forth in Section IV above, an Eligible Retiree (as defined in Section III above) shall also be entitled to additional Early Retirement Incentive Pay totaling \$35,000 if at least 4 teachers retire effective July 1, 2011 or July 1, 2012; if less than 4 teachers retire effective July 1, 2011 or July 1, 2012 the total shall be \$25,000. Payments shall be made by the Board in five annual installments of \$7,000 each if 4 or more teachers retire effective July 1, 2011 or July 1, 2012 and \$5,000 each if less than 4 teachers retire effective July 1, 2011 or July 1, 2012, beginning in the first regularly scheduled payroll of the January immediately following the year of retirement, and continuing for the next four calendar years. Note - an employee eligible for receipt of "55/25", "60/5" or "30 year" STRS Retirement Benefits at the end of the 2010-2011 or 2011-2012 school year must comply with the time line set forth in Section IIIB above and retire effective July 1, 2011 or July 1, 2012 and at no other time in order to receive the benefits of this Article. Such individuals who retire after July 1, 2012 shall not be eligible for receipt of the additional benefits set out in Sections IV and VI. Only those teachers who first become eligible for receipt of "55/25", "60/5" or "30 year" STRS retirement benefits after July 1, 2011, who comply with the timeline set forth in Section III (B) above and who retire effective July 1, 2012 shall be eligible to participate in this retirement benefit program. For the purposes of retirements effective July 1, 2011 only, any teacher previously eligible for receipt of "55/25", "60/5" or "30 year" STRS retirement benefits may participate in this program. Only teachers who, by March 1, 2011, submit an irrevocable notice of retirement effective July 1, 2011 or, if first eligible during the 2011-12 school year, July 1, 2012 by March 1, 2012, submit an irrevocable notice of retirement effective July 1, 2012 may elect to retire under this program. For teachers that are less than full-time the Early Retirement Incentive Pay will be pro-rated based upon their FTE in their final year of employment.

To the extent provided for in the "403(b) Plan" that is to be provided for in Article IX. F. of this Agreement, for teachers receiving retirement incentive benefits under this Article XIII, the foregoing payments shall be paid directly into a tax-sheltered annuity (TSA), instead of being paid directly to the Eligible Retiree. If an Eligible Retiree dies prior to the time that all of his or her Early Retirement Incentive Pay is either paid to a TSA under the 403(b) Plan or paid in cash to the Eligible Retiree, the remaining payments shall be paid in a lump sum to the estate of the deceased Eligible Retiree.

ARTICLE XIV

ENROLLMENT OF CHILDREN OF CERTIFIED/LICENSED STAFF

Children and prospective children, of full-time certified/licensed teachers hired prior to September 1, 2003, who reside outside of Kirtland School District shall be permitted to attend Kirtland Schools tuition-free. For teachers who were hired to teach less than full-time or who work less than full-time pursuant to their request, the parent shall be responsible for a pro-rata portion of the tuition based on the number of periods the teacher is to work per year. Should the teacher become no longer employed by the District, the child will be permitted to complete the current school year tuition-free, but shall not continue tuition-free for any school year thereafter.

ARTICLE XV

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- A. The Kirtland LPDC shall be, by statute, the official licensure body for the Kirtland School District.
- B. Membership shall consist of five members: three (3) teachers, one (1) representing each school (Elementary, Middle, High), selected by the Kirtland Education Association; one (1) building principal, selected by the Superintendent; and one (1) Central Office administrator, selected by the Superintendent.
- C. Kirtland LPDC teacher members will be elected to terms of one, two, or three years. Administrators will serve staggered two-year terms, so that both do not leave the committee simultaneously. (These terms will begin with the 1999-2000 school year.)
- D. The Kirtland LPDC will hold monthly meetings, as needed, as set forth in the LPDC Handbook. The date and time of the meetings will be by agreement of the majority of the Kirtland LPDC members. The Chairperson can call for a meeting of the LPDC at any time deemed necessary. The LPDC Handbook shall be updated annually by the LPDC Committee to reflect any local, state or federal changes.
- E. The initial meeting of each school year shall be called by the standing Chairperson in September. At this meeting the LPDC will elect a Chairperson, Recording Secretary, and any other officers deemed necessary, and shall adopt rules for conducting meetings.
- F. The Chairperson of the LPDC shall be paid a stipend of One Thousand Dollars (\$1,000.00) per year and each member of the LPDC shall be paid a stipend of Eight Hundred Twenty-five Dollars (\$825.00). These stipends shall be disbursed twice yearly in a separate check.
- G. **APPEALS PROCESS** - Appeals shall be submitted in writing to the Board of Education to be forwarded to the Chairperson within ten (10) working days after receiving notification of the review. All appeals will be forwarded to the Lake County Educational Service Center's Local Professional Development Appeals Committee. All procedures and guidelines of the LCESC Appeals Committee must be followed and the correct forms filed. The decision of the LCESC Appeals Committee is final.
- H. If the law governing the LPDC changes and conflicts with the provisions contained herein, this provision shall be amended to reflect the changes in the law.

ARTICLE XVI

ENTRY YEAR PROGRAM

- A. An Entry Year Program shall be established in accordance with Ohio law.
- B. Definitions.
 - 1. Mentor – A teacher who will be providing assistance to an Entry Year Teacher.
 - 2. Entry Year Teacher – A teacher usually in the first year of employment under a teaching or educational personnel license who is required by Ohio law to be in an entry-year program.
- C. Mentors shall perform the duties established in the Mentor job description.
- D. The Board shall provide a Mentor the equivalent of up to two (2) release days per academic year to observe and assist Entry Year Teachers. The two (2) release days shall be in addition to any training received by the Mentor. Requests for release time must be submitted to the Building Principal.
- E. Building principals shall select Mentors and assign them to an Entry Year Teacher.
- F. Should a dispute occur between an Entry Year Teacher and a Mentor, the Entry Year Teacher and the Mentor shall meet with the Building Principal to discuss the matter. If the parties are unable to resolve the matter the Entry Year Teacher and the Mentor shall meet with the Superintendent, whose decision shall be final.
- G. The Board shall employ a Lead Mentor to assist the District's Mentors. The Lead Mentor shall be selected by the Superintendent and shall be provided the equivalent of up to five (5) release days per academic year.
- H. The Lead Mentor shall receive a stipend of One Thousand Two Hundred Dollars (\$1,200.00) per year to be paid in the June 30 regular pay.
- I. The Mentor shall receive a stipend of Six Hundred Dollars (\$600.00) per year to be paid as follows: The June 30 regular pay.
- J. The positions of Mentor and Lead Mentor will not be subject to the posting and bid provisions of Article V. Selections shall be made at the discretion of the Superintendent or Principal.

ARTICLE XVII

DRUG-FREE WORKPLACE

The Association and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all students that the District be a drug and alcohol-free work place. The Association and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

- A. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
- B. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.
- C. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. “Accident” means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board’s business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board’s business, or within the scope of employment, and which results in any of the following:
 - 1. A fatality of anyone involved in the accident.
 - 2. Bodily injury requiring off-site medical attention away from the employer’s place of employment.
 - 3. Vehicular damage in apparent excess of \$2500.
- D. If the Board has reasonable cause to believe that an employee may have a problem with illegal drugs or alcohol, the employee will be counseled regarding the problem by representatives of the Association and administration. Additional steps may be undertaken in accordance with Ohio law and this Agreement.
- E. Testing shall be conducted at a laboratory that meets “Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register.”
 - 1. Guidelines and Additional Requirements – Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services’ “Mandatory Guidelines for Federal Workplace Drug Testing Programs,” as set forth in the Federal Register and at Board expense. In addition to the “Guidelines,” urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2. All alcohol testing will, as a minimum, include the use of “evidential-grade breath alcohol analysis devices.” Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and

chemically stable and made available for verification of laboratory testing results as provided in Section E., 2.

2. Testing Positive

- a. In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
 - b. An employee testing “positive” will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.
- F. In the case of a “positive” test result, the employee shall be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Board, and the employee shall have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
- G. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures will be encouraged to accept a referral to such a Program.
- H. The Board shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the labor of his/her choice other than the one used by the Board.
- I. Subject to the provisions of this policy, employee confidentiality shall be maintained.
- J. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

ARTICLE XVIII

FORM, EFFECT, AND DURATION

- A. This Agreement, Articles I - XVIII and Appendices, shall be entitled, "Agreement Between the Kirtland Board of Education and Kirtland Education Association", and shall be printed up in booklet form in a professional manner along with a table of contents by the Board of Education at their expense and distributed to all teachers. The Association shall be provided ten (10) additional copies for their use. Additional copies may be ordered and purchased by the Association at the time of printing at cost.
- B. This Agreement shall contain all past and present Agreements between the parties unless herein modified.
- C. The Agreement shall govern if there is any conflict between it and any other Board policy, rule, or regulation.
- D. It is recognized that there are other Board policies and regulations and that the Board has the legal authority to adopt such policy provided they are not inconsistent with this Agreement.
- E. The terms of this Contract will commence on September 1, 2012 upon ratification and shall end as of 12:01 a.m., September 1, 2014 or with the effective date of a successor contract for the 2014-2015 school year, whichever comes first.
- F. All current language not revised in this Agreement or by subsequent agreement at the bargaining table shall remain in effect for the duration of this Agreement.

For the Kirtland Education Association:

For the Kirtland Board of Education:

Association President

Board of Education President

Labor Relations Consultant

Treasurer

Date

Date

APPENDIX A-1

**Kirtland Local Schools
Teacher Evaluation Form**

Teacher: _____ Date: _____ Assignment: _____

ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING	U*	S	E	D	ARTIFACTS/COMMENTS
(A1) Becoming familiar with relevant aspects of students' background knowledge and experiences.					
(A2) Articulating clear learning goals for the lesson that are appropriate to the students.					
(A3) Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.					
(A4) Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.					
(A5) Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.					

Comments:

CREATING AN ENVIRONMENT FOR STUDENT LEARNING	U*	S	E	D	ARTIFACTS/COMMENTS
(B1) Creating a climate that promotes fairness.					
(B2) Establishing and maintaining rapport with students.					
(B3) Communicating challenging learning expectations to each student.					
(B4) Establishing and maintaining consistent standards of classroom behavior.					
(B5) Making the physical environment as safe and conducive to learning as possible.					

Comments:

* U = requires a comment.

TEACHING FOR STUDENT LEARNING	U*	S	E	D	ARTIFACTS/COMMENTS
(C1) Making learning goals and instructional procedures clear to students.					
(C2) Making content comprehensible to students.					
(C3) Encouraging students to extend their thinking.					
(C4) Monitoring students understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.					
(C5) Using instructional time effectively.					

Comments:

TEACHING PROFESSIONALISM	U*	S	E	D	ARTIFACTS/COMMENTS
(D1) Reflecting on the extent to which the learning goals were met.					
(D2) Demonstrating a sense of efficacy.					
(D3) Contributing to the School District.					
(D4) Growing and Developing Professionally.					
(D5) Showing Professionalism.					

Comments:

Key: **U**nsatisfactory (was not substantiated, lacking artifacts or proof; no attempt made)
Satisfactory (has shown competency and evidenced the specific criteria)
Effective (shown competency and goes beyond to the benefit of the student)
Distinguished (goes well above expectations; uses many criteria to substantiate/validate)

Commendations:

*U = requires a comment.

APPENDIX A-2

**Kirtland Local Schools
School Nurse Evaluation Form**

Nurse: _____ Date: _____ School: _____

OVERALL PERFORMANCE ASSESSMENT	U*	S	E	D	ARTIFACTS/COMMENTS
Skills and Services					
Urgent care needs					
Screening and assessment services					
Maintains, evaluates, and interprets cumulative health data					
Resource coordination services					
Enhances health instruction program					
Health counseling					
Professional in-service growth					

Key: **U**nsatisfactory (was not substantiated, lacking artifacts or proof; no attempt made)
Satisfactory (has shown competency and evidenced the specific criteria)
Effective (shown competency and goes beyond to the benefit of the student)
Distinguished (goes well above expectations; uses many criteria to substantiate/validate)

Comments:

Summary of Overall Performance, Commendations and Recommendations

1. Summary of overall performance:

2. Commendations:

* U = requires a comment.

3. Recommendations:

4. Improvement needs and means for accomplishing same (for "U" items):

Nurse	Date	Administrator	Date
-------	------	---------------	------

Copies: Nurse
Principal
Personnel File

APPENDIX A-3

**Kirtland Local Schools
Media Specialist Evaluation Form**

Media Specialist: _____ Date: _____ School: _____

OVERALL PERFORMANCE ASSESSMENT	U*	S	E	D	ARTIFACTS/COMMENTS
Curriculum and Instruction					
Teaching role					
Media role					
Library media management					
Professional responsibilities					
Technical expertise					
Coordinates district libraries					
Professional in-service growth					

Key: **U**nsatisfactory (was not substantiated, lacking artifacts or proof; no attempt made)
Satisfactory (has shown competency and evidenced the specific criteria)
Effective (shown competency and goes beyond to the benefit of the student)
Distinguished (goes well above expectations; uses many criteria to substantiate/validate)

Comments:

Summary of Overall Performance, Commendations and Recommendations

1. Summary of overall performance:

2. Commendations:

* U = requires a comment.

3. Recommendations:

4. Improvement needs and means for accomplishing same (for "U" items):

Media Specialist Date

Administrator Date

Copies: Media Specialist
 Principal
 Personnel File

APPENDIX A-4

**Kirtland Local Schools
School Counselor - L.S.W. Evaluation Form**

Counselor: _____ Date: _____ School: _____

OVERALL PERFORMANCE ASSESSMENT	U*	S	E	D	ARTIFACTS/COMMENTS
Techniques and Skills					
Counseling services					
Group guidance services					
Consultative services					
Parent conference services					
Pupil appraisal and record services					
Transitional services					
Resource identification services					
Information services					
Evaluation and planning services					
Parent-community relations					
Professional in-service growth					

Key: **U**nsatisfactory (was not substantiated, lacking artifacts or proof; no attempt made)
Satisfactory (has shown competency and evidenced the specific criteria)
Effective (shown competency and goes beyond to the benefit of the student)
Distinguished (goes well above expectations; uses many criteria to substantiate/validate)

Comments:

Summary of Overall Performance, Commendations and Recommendations

1. Summary of overall performance:

* U = requires a comment.

2. Commendations:

3. Recommendations:

4. Improvement needs and means for accomplishing same (for "U" items):

Counselor/L.S.W. Date

Administrator Date

Copies: School Counselor
Principal
Personnel File

APPENDIX B

Distribution of Forms:

- 1. Superintendent
- 2. Building Principal
- 3. Association
- 4. Teacher

GRIEVANCE REPORT

Name of Grievant _____ Grievance # _____

Building _____ Assignment _____ Date Filed _____

Submit four copies to Building Principal

STEP ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Supervisor _____

Signature Date

STEP TWO

A. Position of Grievant and/or Association _____

Signature Date

Step Two (Continued)

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

Signature Date

STEP THREE

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Board of School Trustees or Designee _____

STEP FOUR

A. Position of Association _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date

APPENDIX C-1

KIRTLAND BOARD OF EDUCATION
SCHOOL PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: 2012-2013 SCHOOL YEAR

EXP.	B.A.	Index	M.A.	Index
------	------	-------	------	-------

0	38,900	1.0000	40,884	1.0510
1	40,390	1.0383	43,132	1.1088
2	41,942	1.0782	45,501	1.1697
3	43,545	1.1194	48,006	1.2341
4	45,217	1.1624	50,648	1.3020
5	46,948	1.2069	53,180	1.3671
6	48,749	1.2532	55,837	1.4354
7	50,617	1.3012	58,630	1.5072
8	52,558	1.3511	61,559	1.5825
9	54,573	1.4029	64,026	1.6459
10	56,662	1.4566	66,585	1.7117
11	58,836	1.5125	69,246	1.7801
12	61,089	1.5704	72,226	1.8567
13-14	63,430	1.6306	75,330	1.9365
15-17	64,422	1.6561	76,314	1.9618
18-20	65,165	1.6752	77,306	1.9873
21-23	65,908	1.6943	78,294	2.0127
24-30	66,651	1.7134	79,784	2.0510

NOTE: Additional graduate hours beyond the B.A. (up to 30 semester hours) and beyond the M.A. degrees up to sixty (60) semester hours shall be reimbursed at .25% (nearest dollar) per semester hour (\$97.00).

NOTE: The staff member's full share of the STRS contribution will be picked up by the Board of Education and subtracted from the above amount prior to payroll calculation.

EXTENDED ASSIGNMENT TIME

HS Guidance Saturday and evening conferences-9 max each 0.22% with administrator approval

MS Guidance Saturday and evening conferences 4 max each 0.22% with administrator approval

KES Art/practical art shows 0.46% per event max of 4 with administrator approval

KMS Art/practical art shows 0.46% per event max of 2 with administrator approval

KHS Art/practical art shows 0.46% per event max of 4 with administrator approval

APPENDIX C-2

KIRTLAND BOARD OF EDUCATION
SCHOOL PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: 2013-2014 SCHOOL YEAR

EXP.	B.A.	Index	M.A.	Index
0	38,900	1.0000	40,884	1.0510
1	40,390	1.0383	43,132	1.1088
2	41,942	1.0782	45,501	1.1697
3	43,545	1.1194	48,006	1.2341
4	45,217	1.1624	50,648	1.3020
5	46,948	1.2069	53,180	1.3671
6	48,749	1.2532	55,837	1.4354
7	50,617	1.3012	58,630	1.5072
8	52,558	1.3511	61,559	1.5825
9	54,573	1.4029	64,026	1.6459
10	56,662	1.4566	66,585	1.7117
11	58,836	1.5125	69,246	1.7801
12	61,089	1.5704	72,226	1.8567
13-14	63,430	1.6306	75,330	1.9365
15-17	64,422	1.6561	76,314	1.9618
18-20	65,165	1.6752	77,306	1.9873
21-23	65,908	1.6943	78,294	2.0127
24-30	66,651	1.7134	79,784	2.0510

NOTE: Additional graduate hours beyond the B.A. (up to 30 semester hours) and beyond the M.A. degrees up to sixty (60) semester hours shall be reimbursed at .25% (nearest dollar) per semester hour (\$97.00).

NOTE: The staff member's full share of the STRS contribution will be picked up by the Board of Education and subtracted from the above amount prior to payroll calculation.

EXTENDED ASSIGNMENT TIME

HS Guidance Saturday and evening conferences-9 max each 0.22% with administrator approval

MS Guidance Saturday and evening conferences 4 max each 0.22% with administrator approval

KES Art/practical art shows 0.46% per event max of 4 with administrator approval

KMS Art/practical art shows 0.46% per event max of 2 with administrator approval

KHS Art/practical art shows 0.46% per event max of 4 with administrator approval

APPENDIX D

KIRTLAND SCHOOL DISTRICT
SUPPLEMENTAL CONTRACT SALARY SCHEDULE

All extra duty salaries for positions are expressed as a percentage of the B.A. minimum. There shall be a maximum of (5) increments based upon experience as per this Agreement.

SPORTS	NO. IN POSITION	PERCENTAGE	INCREMENT
BASEBALL:			
HEAD COACH, HIGH SCHOOL	1	11.95%	0.44%
JV COACH, HIGH SCHOOL	1	8.45%	0.29%
BASKETBALL - BOY'S AND GIRL'S:			
HEAD COACH, HIGH SCHOOL	2	16.65%	0.65%
JV COACH, HIGH SCHOOL	2	12.65%	0.38%
NINTH GRADE COACH	2	10.15%	0.29%
EIGHTH GRADE COACH	2	7.5%	0.29%
SEVENTH GRADE COACH	2	7.5%	0.29%
CHEERLEADERS:			
HIGH SCHOOL (FALL)	1	5.33%	0.25%
HIGH SCHOOL (WINTER)	1	5.33%	0.25%
MIDDLE SCHOOL (FALL)	1	2.98%	0.15%
MIDDLE SCHOOL (WINTER)	1	2.98%	0.15%
CROSS COUNTRY:			
HEAD COACH, HIGH SCHOOL - BOYS/GIRLS	1	12.65%	0.38%
ASSISTANT COACH, H.S. - BOYS/GIRLS	1	8.65%	0.22%
HEAD COACH, MIDDLE SCHOOL - BOYS/GIRLS	1	6.95%	0.22%
FACULTY MANAGER:			
HIGH SCHOOL	1	5%	0.19%
MIDDLE SCHOOL	1	17.3%	0.50%
FOOTBALL:			
HEAD COACH, HIGH SCHOOL	1	22%	0.65%
ASSISTANT COACH, HIGH SCHOOL	4	18%	0.38%
COACH, MIDDLE SCHOOL	3	8.45%	0.29%
GOLF:			
HEAD COACH, HIGH SCHOOL	1	10.15%	0.29%
SOCCER:			
HEAD COACH, HIGH SCHOOL	1	13.65%	0.44%
JV COACH, HIGH SCHOOL	1	10.15%	0.29%
HEAD COACH, MIDDLE SCHOOL - COED	1	8.45%	0.29%
SOFTBALL:			
HEAD COACH, HIGH SCHOOL	1	11.95%	0.44%
JV COACH, HIGH SCHOOL	1	8.45%	0.29%
TENNIS:			
HEAD COACH, HIGH SCHOOL	1	8.45%	0.29%
TRACK - BOY'S AND GIRL'S:			
HEAD COACH, HIGH SCHOOL	2	11.95%	0.44%

ASSISTANT COACH, HIGH SCHOOL	2	8.45%	0.29%
HEAD COACH, MIDDLE SCHOOL	2	7.5%	0.29%
ASSISTANT COACH, MIDDLE SCHOOL	2	7.5%	0.22%
VOLLEYBALL:			
HEAD COACH, HIGH SCHOOL	1	13.65%	0.44%
JV COACH, HIGH SCHOOL	1	10.15%	0.29%
FRESHMAN COACH, HIGH SCHOOL	1	10.15%	0.29%
EIGHTH GRADE, MIDDLE SCHOOL	1	8.45%	0.29%
SEVENTH GRADE, MIDDLE SCHOOL	1	8.45%	0.29%
WRESTLING:			
HEAD COACH, HIGH SCHOOL	1	16.65%	0.65%
JV COACH, HIGH SCHOOL	1	12.65%	0.38%
HEAD COACH, MIDDLE SCHOOL	1	7.50%	0.29%
OTHER			
ANY SPORT/ACTIVITY AS NEEDED (Determined by Administration) * includes preseason responsibilities	3 max	7.50%	0.29%
HIGH SCHOOL			
ACADEMIC CHALLENGE	1	2%	0.15%
ART CLUB	1	2%	0.15%
BAND CAMP	as needed	2.44%	
BAND, MARCHING	1	12.65%	0.38%
BAND, MARCHING ASSISTANT	1	6.65%	0.15%
BAND, MARCHING - FLAG CORP	1	6.65%	0.15%
BAND, JAZZ	1	2%	0.15%
CLASS SPONSOR - 9TH GRADE	1	2%	0.15%
CLASS SPONSOR - 10TH GRADE	1	2%	0.15%
CLASS SPONSOR - 11TH GRADE	1	3%	0.15%
CLASS SPONSOR - 12TH GRADE	1	3%	0.15%
CLOSE-UP CLUB	1	1.50%	0.10%
DRAMATICS	1	7.50%	0.29%
FRENCH CLUB	1	2%	0.15%
JAPANESE CLUB	1	2%	0.15%
KEY CLUB	1	2%	0.15%
MEDIA CLUB	1	3%	0.15%
MOCK TRIAL	1	3%	0.15%
MUSIC, INSTRUMENTAL DIR. – per event–12 max	1	0.46%	N/A
MUSIC, MARCHING ASSIST. – per event-8 max	1	0.46%	N/A
MUSIC, VOCAL – per event - 8 max	1	0.46%	N/A
NATIONAL HONOR SOCIETY - KHS	1	3%	0.15%
NEWSPAPER - KHS	1	4%	0.15%
SATURDAY SCHOOL	16 MAX	0.20%	N/A
SPANISH CLUB	1	2%	0.15%
STUDENT COUNCIL - KHS	1	3%	0.15%
YEARBOOK - KHS	1	3%	0.15%

MIDDLE SCHOOL

HONOR SOCIETY	1	3%	0.15%
MUSIC, INSTRUMENTAL - per event - 12 max	1	0.46%	N/A
MUSIC, VOCAL - per event - 8 max	1	0.46%	N/A
NEWSPAPER	1	2%	0.15%
OHIO TOUR-DIRECTOR - 0-4 years	1	0.73% per diem*	
OHIO TOUR DIRECTOR - 5 or more years	1	0.93% per diem*	
OHIO TOUR ASSISTANTS - 0-4 years	as needed	0.37% per diem*	
OHIO TOUR ASSISTANTS - 5 or more years	as needed	0.48% per diem*	
ROCKET CLUB	1	2%	0.15%
SIXTH GRADE CAMP DIR. - 0-4 years	1	0.73% per diem*	
SIXTH GRADE CAMP DIR. - 5 or more years	1	0.93% per diem*	
SIXTH GRADE CAMP ASSIST. - 0-4 years	as needed	0.37% per diem*	
SIXTH GRADE CAMP ASSIST. - 5 or more years	as needed	0.48% per diem*	
STUDENT COUNCIL	1	3%	0.15%
YEARBOOK	1	2%	0.15%
WASHINGTON TOUR DIRECTOR - 0-4 years	1	0.73% per diem*	
WASHINGTON TOUR DIRECTOR 5 or more years	1	0.93% per diem*	
WASHINGTON TOUR ASSIST. - 0-4 years	as needed	0.37% per diem*	
WASHINGTON TOUR ASSIST. - 5 or more years	as needed	0.48% per diem*	

ELEMENTARY SCHOOL

GREENFIELD TRIP DIRECTOR - 0-4 years	1	0.37%	
GREENFIELD TRIP DIRECTOR - 5 or more years	1	0.51%	
GREENFIELD TRIP ASSISTANT - 0-4 years	as needed	0.19%	
GREENFIELD TRIP ASSISTANT - 5 or more years	as needed	0.25%	
KINDERGARTEN PREVIEW	as needed	0.19%	
LITERACY ROOM	2	1.5%	0.10%
MUSIC CONCERT - per event - 8 max	1	0.46%	N/A
STUDENT COUNCIL	1	1.50%	0.10%

ALL SCHOOLS

I.E.P. SUPERVISION (GIFTED) - 15 max	as needed	\$200 per	
SCIENCE FAIR (3)	3	1.50%	0.10%
DISTRICT WEBMASTER	1	4%	0.15%
ASST. DISTRICT WEBMASTER	1	2%	0.15%
ACADEMIC COMPETITIONS - per year 5 max	as needed	2%	0.15%
Possible Competitions (but not limited to):			
Academic Decathlon			
Science Olympiad			
Power of the Pen			
Debate Coach			

*Per diem = (BA-0 Base Pay) (nearest dollar)

Post-Season Pay

Any coaching staff whose team or team members (and cheerleaders and/or band when applicable) qualifying for the second round of Ohio High School Athletic Association state competition and beyond, will be paid .005 of the base salary per week, not to exceed three (3) weeks. Football coaches will be paid at the same rate when qualifying for the first level of Ohio High School Athletic Association state football playoff competition.

Chaperones – The Administration or its designee shall determine when chaperones will be needed. The number of chaperones and who will be a chaperone will also be determined by the Administration. This provision does not preclude the use of parent volunteers in addition to the staff chaperones.

.10% (for activities outside of the school day) to include, but not limited to the following:

- School Dances (all levels)
- Concerts and Plays (Elementary)

Experience in years shall be given in the following manner:

Full Experience Credit

1. To any coach who moves within a specific athletic area, except to the position of head coach
2. To any activity sponsor who moves from one activity to another

Half Experience Credit

1. To any coach who moves from a specific athletic activity to its head coach position
2. To any head coach who becomes Athletic Director
3. To any coach who moves from one athletic activity to another, i.e., for example, JV wrestling coach to JV baseball coach
4. To the Athletic Director who moves to JV or head coaching position, unless he previously was head or JV coach, under which circumstances he shall receive full experience credit

No Experience Credit

1. To any one who moves from activity sponsor to a coaching position, or from coaching position to activity sponsor
2. To any JV coach or activity sponsor who becomes Athletic Director

ATHLETICS (Interscholastic)

- Athletic Director
- Football, Head Varsity
- Football, JV
- Basketball, Head Varsity
- Basketball, JV
- Basketball, Freshman
- Wrestling, Head Varsity
- Wrestling, JV
- Track, Head Varsity
- Track, Varsity Assistant
- Baseball, Head Varsity

ACTIVITIES

- Dramatics
- Marching Band
- Marching Band Assistant
- Cheerleaders, KHS
- Cheerleaders, KMS
- Student Council
- Yearbook, KHS
- Junior Class Sponsor
- Senior Class Sponsor
- Interns and Volunteers
- National Honor Society, KHS

Baseball, JV
Cross Country, Head Varsity
Cross Country, JV
Golf, Head Varsity
Tennis, Head Varsity
Football, KMS
Basketball, KMS
Track KMS
Track, Assistant, KMS
Wrestling, KMS
Faculty Manager, KMS
Soccer, Head Varsity
Soccer, JV
Volleyball, KHS, Head Varsity
Volleyball, KHS, JV
Volleyball, KHS, Freshmen
Softball
Softball, JV
Cross Country, KMS
Soccer, KMS
Volleyball, KMS

Newspaper, KHS
National Honor Society, KMS
Student Council, KMS
Jazz Band
Jr. National Honor Society
Newspaper, KMS
Japanese Club
Literacy Club

APPENDIX E

KIRTLAND BOARD OF EDUCATION
PAID PERSONAL LEAVE FORM

Date _____

Name

School

Date(s) of requested personal leave:

Month Date(s) Year All Day _____
A.M. _____
P.M. _____

Please check below the reason for such personal leave:

- 1. _____ Personal business
- 2. _____ Emergency
- 3. _____ Other good and just cause (please indicate below the nature, this requires approval)

Employee's Signature

Date

Supervisor's Signature

Date

Treasurer

Superintendent

APPENDIX F-1

KIRTLAND BOARD OF EDUCATION
TEACHER VIDEO SELF-TAPING RECORD

Teacher's name: _____

Date of Class Video Taping: _____

Time Video Taping Started: _____

Time Video Taping Concluded: _____

Date of Review of Self-Taping: _____

Area(s) Observed and Analysis of Video Taping (To be completed by teacher)

Submission of Completed Teacher Video Self-Taping Record by the Teacher to the Building Administrator

Date of Submission by the Teacher to the Building Administrator: _____

Signature of Teacher: _____

Date of Receipt of Completed Form by Building Administrator: _____

Signature of Building Administrator: _____

Copies: Teacher
Principal
Personnel File

APPENDIX F-2

**KIRTLAND BOARD OF EDUCATION
TEACHING-LEARNING PORTFOLIO REFLECTION RECORD**

Teacher: _____

Building: _____

Dates of Two (2) Meetings between the Teacher and Building Administrator to Review Portfolio

Date One: _____

Date Two: _____

Please list the content area(s) and type of artifacts compiled in the portfolio:

Please provide a short reflection on personal growth and possible utilization of area(s) examined in the portfolio:

Submission of Completed Teaching-Learning Portfolio Reflection Record by the Teacher to the Building Administrator:

Date of Submission by the Teacher to Building Administrator: _____

Signature of Teacher: _____

Signature of Building Administrator: _____

Copies: Teacher
Principal
Personnel File

APPENDIX G

To: Teachers on Limited Contract
From: Office of the Superintendent
Re: Consideration for Continuing Contract

Under the Board-KEA agreement, teachers who wish to be considered for continuing contract status must complete the attached application and return to your building principal/ evaluating administrator by October 15. To be eligible for tenure consideration, a teacher must:

1. By the end of this school year have taught three of the last five years in Kirtland or, if he/she has acquired tenure in another Ohio district, have completed two years of teaching in Kirtland by the end of the school year.
2. Hold an eight year professional certificate or five-year professional license.
3. Be working to be eligible for his/her professional (five-year) license and expects to be completed by the last Board meeting in April.

If a teacher has completed the necessary work, and holds the required certificate/license and applies for continuing contract, the following options are available to the Board under the ORC Sections 3319.11 and 3319.111:

1. The Superintendent may recommend that the teacher receive continuing contract status for the following year;
2. The Superintendent may recommend the teacher for continuing contract status but the Board rejects that recommendation. At a subsequent meeting the teacher either will be nonrenewed or approved for an extended limited contract for one or two years; or
3. The Superintendent may recommend that the teacher be nonrenewed and that recommendation is approved by the Board.

If you do not wish to be considered for tenure, you need not complete this application. If you wish to be considered and return the application, you and your building administrator/evaluating administrator will meet by November 15 to discuss the continuing contract consideration process.

If a teacher applies for tenure consideration and later learns he/she will not be able to complete the requirements by the final Board meeting in April or decides by April 15 he/she does not wish to be considered, the teacher shall so advise the building principal/evaluating administrator. If he/she withdraws, he/she may elect to apply for continuing contract consideration in a subsequent year.

APPENDIX G

**KIRTLAND LOCAL SCHOOLS
CONTINUING CONTRACT CONSIDERATION REQUEST**

Print Name _____ Date: _____

Each fall the administration compiles a list of teachers who wish to be considered for continuing contract. All teachers on limited contract will receive this Continuing Contract Consideration Request form from the Superintendent on or about September 15 of each school year. A teacher who seeks to be considered for receipt of continuing contract starting with the following school year must complete this form and return the form to the Office of the Superintendent by October 15. Please review the experience and licensing requirements on the attachment to this form and complete the form if this applies to you. Please understand that if you do not complete and return the form by October 15 confirming your intent to be considered, you shall not be eligible for consideration for continuing contract status during the current school year. Please know, as well, that if you express your intent to be considered and are not able to complete the steps required to secure the necessary professional license or if you wish to withdraw from continuing contract consideration, you may do so by notifying your building principal/evaluating administrator of that determination no later than April 15. Please sign and return both copies of the form to the Office of the Superintendent by October 15.

Please check one of the following responses.

- _____ 1. I do not wish to be considered for a continuing contract.
- _____ 2. I may be eligible for a continuing contract. (Select this option if you are currently working on your professional (5-yr) license but are not sure if you will complete the needed coursework in time to meet the April 30th deadline.)
- _____ 3. I will be eligible to be considered for receipt of a continuing contract effective with the start of the next school year.
- _____ 4. I will not be eligible for consideration for receipt of continuing contract.

If you selected option 2 or 3, please complete the following:

_____ My Professional (8-yr) Certificate or Professional (5-yr) License is on file with the Board Office.

_____ I anticipate my Professional (5-yr) License will be issued on _____

Teacher's Signature

Building/Grade Level – Content Area Assignment

(Date)

APPENDIX G

EXPERIENCE AND LICENSING REQUIREMENTS FOR A CONTINUING CONTRACT:

1. Counting this school year, you must have three years teaching experience in Kirtland or have been granted a continuing contract in another district and been teaching in Kirtland for two years.
2. Certification/Licensure requirement:
 - a. You must currently hold a Professional (8-yr) Certificate in the field being taught; OR
 - b. You must have a Professional (5-yr) License in the field being taught on file with the District by April 30 of this school year and have completed the applicable one of the following also by April 30:
 - If you did NOT hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, you will have completed thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
 - If you HELD a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, you will have completed six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.



**Lake County Schools Council
SuperMed Plus
Plan 2**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ²	\$50 copay, then 100%	

Benefits	Network	Non-Network
Non-Emergency use of an Emergency Room	\$50 copay, then 90%	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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- ¹ Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
- ² Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
- ³ Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Adopted Model for Standard Plan Designs - Plan 2

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$10 copay - Generic Script \$25 copay - Preferred Brand \$40 copay - Non-Preferred Brand	\$20 copay - Generic Script \$50 copay - Preferred Brand \$80 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at **customerservice@caremark.com**.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.



**Lake County Schools Council
SuperMed Plus
Plan 3**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon the end of month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages 9 & over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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- ¹ Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
 - ² The office visit copay applies to the cost of the office visit only.
 - ³ Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
 - ⁴ Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Adopted Model for Standard Plan Designs - Plan 3

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$5 copay - Generic Script \$20 copay - Preferred Brand \$30 copay - Non-Preferred Brand	\$10 copay - Generic Script \$40 copay - Preferred Brand \$60 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

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When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

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