05/17/2024
1262-01
24-MED-02-0164
44279

AGREEMENT

BETWEEN

KIRTLAND BOARD OF EDUCATION

AND

KIRTLAND EDUCATION ASSOCIATION

2024-2027

BETWEEN

KIRTLAND BOARD OF EDUCATION

AND

KIRTLAND EDUCATION ASSOCIATION

2024-2027

TABLE OF CONTENTS

ARTICLE I **NEGOTIATIONS AGREEMENT**

A. RECOGNITION 1
B. PRINCIPLES 1
C. JOINT DETERMINATION OF BARGAINING PROCESS 1
D. NEGOTIATIONS 2
E. AGREEMENT 2

ARTICLE II **ASSOCIATION RIGHTS** 3

ARTICLE III **PROFESSIONAL CONCERNS**

A. CLASS SIZE 6
B. SUMMER WORKSHOPS 8
C. BUDGETS 8
D. TEACHER AIDES 8
E. PROFESSIONAL GROWTH 8
F. STUDENT TEACHERS 8
G. PART-TIME TEACHERS 8
H. PROFESSIONAL CONCERNS - STAFF INPUT 8
I. PROFESSIONAL DEVELOPMENT 9
J. TUTORS 9
K. PROFESSIONAL CONDUCT 11

ARTICLE IV **TEACHERS HOURS AND LOAD**

A. SCHOOL YEAR 12
B. TEACHER DAY 13
C. PREPARATION AND PLANNING PERIODS 13

ARTICLE V **TEACHER ASSIGNMENTS**

A. ASSIGNMENT AND TRANSFER 16
B. PHYSICAL EXAMINATION 17

ARTICLE VI **EVALUATION**

A. EVALUATION PROCEDURE FOR OTES TEACHERS AND COUNSELORS 18
B. EVALUATION PROCEDURE FOR NON-OTES BARGAINING UNIT MEMBERS 25
C. TENURE 26
D. NOTICE OF CONTINUING CONTRACT ELIGIBILITY 26
E. LIMITED CONTRACT 27

F. PERSONNEL FILE 27

ARTICLE VII **SEPARATION**
A. TERMINATION 29
B. NON-RENEWAL 29
C. REDUCTION IN FORCE (RIF) 29

ARTICLE VIII **ABSENCES AND LEAVES**
A. SICK LEAVE 34
B. L.O.A. FOR PROFESSIONAL IMPROVEMENT 34
C. LEAVE OF ABSENCE - PROFESSIONAL REASONS 35
D. LEAVE OF ABSENCE - MATERNITY/PATERNITY 36
E. LEAVE OF ABSENCE - MEDICAL 36
F. PERSONAL LEAVE 37
G. ASSAULT LEAVE 38
H. JURY DUTY 38
I. ASSOCIATION LEAVE 38
J. SPECIAL LEAVE 38
K. FAMILY MEDICAL LEAVE 39

ARTICLE IX **SALARY AND FRINGE BENEFITS**
A. SALARY 40
B. FRINGE BENEFITS 41
C. SEVERANCE PAY 44
D. POST BACCALAUREATE STUDY PROGRAM 45
E. STRS PICKUP 45
F. SEVERANCE PAY DEFERRAL PLAN 45

ARTICLE X **EXTRA DUTY** 47

ARTICLE XI **TEACHER RIGHTS** 48

ARTICLE XII **GRIEVANCE PROCEDURE** 49

ARTICLE XIII **ENROLLMENT OF CHILDREN OF CERTIFIED/LICENSED STAFF** 52

ARTICLE XIV **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE** 53

ARTICLE XV **RESIDENT EDUCATOR PROGRAM** 54

ARTICLE XVI **DRUG-FREE WORKPLACE** 58

ARTICLE XVII **FORM, EFFECT, AND DURATION** 60

* * * * *

APPENDIX A-1 **TEACHER EVALUATION FORM** 61

APPENDIX A-2 **SCHOOL NURSE EVALUATION FORM** 64
APPENDIX A-3 **MEDIA SPECIALIST EVALUATION FORM** 66
APPENDIX A-4 **SCHOOL COUNSELOR – L.S.W. EVALUATION FORM** 68
APPENDIX B **GRIEVANCE REPORT** 70
APPENDIX C **SALARY SCHEDULE - 2024-2025** 72
SALARY SCHEDULE –2025-2026 73
SALARY SCHEDULE –2026-2027 74
APPENDIX D **SUPPLEMENTAL CONTRACT SALARY SCHEDULE** 75
APPENDIX E **PAID PERSONAL LEAVE FORM** 80
APPENDIX F **CONTINUING CONTRACT** 81
➔ **BENEFIT PLANS** 84

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, 2 and 3): Not to exceed twenty-six (26).

   c. Intermediate Classes in Elementary Schools (grades 4 and 5): Not to exceed twenty-eight (28).

   d. There shall be no weighting of students in grades K-5 with the above maximum number of pupils per teacher. If there are concerns, the parties agree to meet and look at both the numbers and the needs of the students to come up with a solution that is both beneficial to students and teachers.

   e. Combined total in teacher's regular classes in the Middle School: (based on a five-day week): All core subjects shall not exceed 168. Core subjects are Math, Science, Social Studies, Middle School foreign language and Reading. No individual class shall exceed twenty-eight (28).

   f. Combined total in teacher's regular classes in High School: (based on a five day week). All core subjects shall not exceed 168. 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 the Association express a concern that any classroom/class exceeds the numbers set forth above the Superintendent or his/her designee will meet with the Association leadership to discuss those concerns in a timely manner. The Superintendent retains the sole discretion to make any adjustments he/she deems advisable. 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.

   Should any classroom/class approach the above numbers, the administration will present to the KEA President a plan to keep the numbers within the above limits. The plan shall consider and address the equitable distribution of students in the affected classroom/class(es), to the extent practicable.

   Middle school teachers who have a workload containing only one subject area with only four (4) classes and an intervention class shall not be eligible for any overage compensation. Prior to the beginning of the school year, the Superintendent, Middle School Principal and the KEA President shall meet to discuss staffing levels at the middle school level as they may

relate to overages.

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, intellectually delayed, multi-handicapped and emotionally disturbed as (1.5) 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 or designee. Students shall not be weighted if they are in grades K-5 or they are in a supportive instruction/co-teach class and the support teacher/co-teacher is in the class for no less than 80% of the time daily. 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.

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. The superintendent or designee shall also provide to the KEA president, a list with each intervention specialist and their caseload value along with the method and data used to determine the caseload values by the end of the first week of school. The superintendent or designee will also notify the KEA president of any changes that occur in a timely manner.

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. Intervention specialists shall have time scheduled during each school day with students on their caseloads, to provide the services to these students as written in their specifically-designed instruction (Section 7 of IEP). This time shall not infringe on their planning time.

8. Teachers shall receive a ten (10) school day notice when required to write an IEP for a student that is outside of the District. If less than a ten (10) school day notice is provided then the intervention specialist will be provided one (1) release day to write the student's IEP and address related issues or ($75.00) seventy-five dollars whichever, the teacher prefers.

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, one preparation period per day. However, if a teacher is assigned two periods of instruction or less per day at the secondary level or 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, this time shall be scheduled at least one time per day in thirty (30) continuous minutes. Elementary specialist teachers (art, music and physical education) assigned for the full day to the elementary building receive 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 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 not be assigned more than five (5) instructional periods. If a teacher agrees 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 50 minutes or less (applied pro rata based on actual preparation time lost) and for periods greater than 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 Superintendent or designee shall submit to the KEA President the master schedule of all staff members, including all planning and preparation periods/times by the end of the first week of school. Any changes to the master schedule must be submitted to the KEA President within five (5) school days of the change. (Email notice is acceptable form of notice.)

8. Each intervention specialist shall have a continuous 50 minute lunch/consultation period per day. Said lunch/consultation periods shall be non-student contact time.

   KHS
   Intervention specialists who are involved in a supportive teaching assignment shall receive a continuous 50-minute lunch period per day. During 20 minutes of this lunch/planning period, the general education teachers shall make themselves available to meet with intervention specialists to plan instruction collaboratively. Teachers paired in a supportive teaching assignment also may meet during common planning time, if applicable.

   KMS
   Intervention specialists who are assigned a supportive teaching assignment shall receive 20 minutes per week per subject/grade level built into their schedule to collaborate with general education teachers during the general education teachers' planning time. This 20 minutes shall occur only via the intervention specialist being released from a supportive teaching class or during common planning time, if applicable, or the intervention specialist's consultative time component of his/her extended lunch above.

   KES
   General education teachers who are involved in supportive teaching assignments shall receive a continuous 50-minute lunch period per day. During 20 minutes of this lunch/planning period, general education teachers shall make themselves available to meet with intervention specialists to plan instruction collaboratively. As a result of this section, duties shall not increase on an individual teacher basis.

9. Intervention Specialists will attempt to schedule IEP meetings on the master special education calendar far enough in advance so that parent invitations will be sent out at least two (2) weeks in advance of such meeting. Intervention Specialists must complete IEP's and send either by mail or email to parents at least three (3) days prior to a scheduled IEP meeting.

10. The President of the Association shall have an additional 80 minutes per week of planning time built into their schedule (measured from contractually-required planning 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. EVALUATION PROCEDURE FOR OTES TEACHERS AND COUNSELORS

Definitions

1. "OTES" refers to the Ohio Teacher Evaluation System developed pursuant to Ohio law, including sections 3319.111 and 3319.112 of the Ohio Revised Code. In addition to OTES, the state board of education is required by section 3319.113 of the Ohio Revised Code to develop a standards-based evaluation framework for school counselors. Each completed evaluation will result in the assignment of a teacher or counselor effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

2. A teacher's "effectiveness rating" shall be comprised of multiple evaluation factors, including at least two measures of high-quality student data (HQSD) used to provide evidence of student learning attributable to the teacher being evaluated. However, for only the 2021-2022 school year, no value-added data, high-quality student data, or any other metric used to evaluate positive student outcomes or any other student academic growth data to measure student learning attributable to a teacher shall be used while conducting evaluations. A teacher's performance will be determined when the teacher receives an evaluation comprised of at least two (2) full observation cycles per school year.

3. A "cycle" is defined as one (1) pre-observation conference, one (1) formal observation, one (1) post-observation conference, at least one (1) walk-through and an end of cycle conference.

4. The end-of-cycle conference occurring after the first cycle is referred to as the "interim review."

Counselors

The evaluation procedures for School Counselors shall be the same as teachers unless required otherwise by Ohio law or the ODE Ohio School Counselor Evaluation System (OSCES) framework.

Purpose

1. The purposes of teacher evaluation are:

    a. To serve as a tool to advance the professional development and growth of teachers.
    b. To inform instruction.
    c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Evaluators

1. All evaluators shall be administrators of the Kirtland School District and shall be trained and licensed as evaluators by the State of Ohio. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed the ODE-prescribed

assessment associated with such training.

2. In the majority of cases teachers will be evaluated by their immediate supervisor; however, there may be times when another administrator may be assigned to do evaluations.

Evaluation Instrument

The parties agree to use the current OTES forms provided by ODE and to follow any requirements set forth in the ODE framework. The ODE Ohio Evaluation System (OhioES) will be used for pertinent documentation and communication.

Notification

1. Each teacher shall be notified in writing of the name and position of the evaluator before the start of the evaluation.

    a. A teacher may request a change of evaluator no later than ten (10) school days from receiving their initial assignment. The teacher shall provide written reasons for such change. The Superintendent shall provide a written explanation for denial within ten (10) days if such request is denied. The Superintendent's decision shall be non-grievable.

2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect.

Orientation

Before the evaluation process commences in the 2021-2022 school year, the Board shall provide training on the components of the teacher evaluation process, including calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology and the use of High Quality Student Data (HQSD).

A training/refresher session for new teachers may occur during new teacher orientation. All teachers shall receive an annual review of the evaluation framework and tools, processes, methodology and applicable updates prior to the beginning of the evaluation cycle. It is incumbent for teachers to get the information on their own if they are absent.

Schedule for Evaluation

1. No teacher shall be evaluated more than once annually.

2. The evaluation shall be conducted and completed no later than the first (1st) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May.

3. If the Board has entered into a limited contract or an extended limited contract with the teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations in any school year in which the Board may wish to declare its intention not to re-employ the teacher.

4. Regardless of performance rating, all non-tenured teachers shall receive an annual evaluation comprised of at least two (2) full cycles per school year.

5. All tenured teachers with Ineffective or Developing ratings shall receive an annual evaluation comprised of at least two (2) full cycles per school year.

6. A tenured teacher with Skilled rating shall not receive a formal evaluation in the year immediately following the Skilled rating, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation. and the evaluator determines that the teacher is making progress on that plan. In each year when a formal evaluation is not conducted, tenured teachers with Skilled ratings shall receive up to five (5) walk-throughs per year, and up to five (5) conferences in the same format as the interim review. If concerns arise after multiple walk-throughs, either the evaluator or evaluatee may request a meeting with the option of representation by the Association to discuss said concerns and to arrange for specific areas to target in future walkthroughs.

7. A tenured teacher with an Accomplished rating shall not receive a formal evaluation in the two (2) years immediately following the Accomplished rating, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation. and the evaluator determines that the teacher is making progress on that plan. In each year when a formal evaluation is not conducted, tenured teachers with Accomplished ratings shall receive up to five (5) walkthroughs per year, and up to two (2) conferences in the same format as the interim review. If concerns arise after multiple walk-throughs, either the evaluator or evaluatee may request a meeting with the option of representation by the Association to discuss said concerns and to arrange for specific areas to target in future walkthroughs.

8. Teachers with Accomplished or Skilled ratings based on their most recent evaluations shall only be exempt from formal evaluations if their student academic growth measures, for the most recent school year for which data is available, is average or higher, or the metric of student outcomes is Skilled or higher for Accomplished or Skilled counselors, as determined by the Ohio Department of Education.

Criteria for Performance Assessment

1. A teacher's performance shall be based on the Ohio Educator Standards and rubric for teaching and on criteria set forth in the Evaluation Instruments which are available in the evaluation portal for OTES 2.0.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

3. Teacher performance assessment shall be based on multiple measures, including but not limited to formal observations and classroom walkthroughs. Teachers may provide evidence related to evaluation factors being assessed to their credentialed evaluators, which will be taken into consideration by the credentialed evaluator in assessing the teacher's performance.

4. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

5. The District will not use video/audio evidence submitted to ODE by a Resident Educator as evidence to assess teaching performance.

6. While self-assessment can be a useful exercise in reflection and growth, no teacher shall be required to complete a self-assessment through use of the (OTES Self-Assessment Form).

Composition of Evaluation Process

1. The Evaluation shall be comprised of at least two (2) cycles, except as required by law.

2. The second cycle shall begin at least five (5) days after the end of cycle one conference and end with an end of cycle two conference.

Observations

1. Schedule of Observations

   a. A minimum of two (2) formal observations shall be conducted to support evaluation. A formal observation shall last a minimum of thirty (30) minutes. Additional observations may be conducted.

   b. If additional observations are conducted, the teacher will receive a written notice from his/her evaluator informing them of the additional observation. This observation may be informal (i.e., no need for any conference).

2. Observation Conferences

   a. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. Attempts will be made to have all pre-observation conferences scheduled at least three (3) school days before the observation is to take place.

   b. The evaluator shall attempt to schedule a post-observation conference within five (5) days after each formal observation. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans. If the post-observation conference cannot be scheduled in the five (5) day timeframe, the evaluator shall give written reasons in that five (5) day timeframe.

   c. A teacher may request a formal observation at any time in addition to those required by this procedure. While the administration will attempt to accommodate this request, the teacher acknowledges that the administration is not obligated to do so. If an additional formal observation is scheduled, the parties may deviate from the observation timeline.

Walk-Throughs

A walk-through is an informal observation that has the following components:

a. The walk-through shall be no more than twenty-five (25) consecutive minutes in duration. Note: The walk-through should be of sufficient duration to allow the evaluator to assess the focus of the walk-through.

b. Attempts will be made to get the walk-through feedback form to the teacher within twenty four (24) hours. No additional walk-throughs will occur until two (2) school days after teachers receive feedback from the prior walk-through unless agreed upon by the teacher and evaluator.

c. Each walk-through shall meet the ODE criteria of "1 observation minimum" in the "off year.

d. Walk-through feedback shall be recorded in OhioES.

e. Teacher's may request a walkthrough.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain at least two (2) measures of high quality student data (HQSD) to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.

When utilizing new vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

B. An HQSD Committee in each building comprised of teachers and administrators shall be formed. The purpose of the HQSD Committee will be to provide feedback on proposed HQSD instruments. HQSD instruments must meet the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Not offend or be driven by bias;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or academic growth);
- Follow protocols for administration and scoring; and
- Provide trustworthy results.

C. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

Finalization of Evaluation

1. Written Report

   Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Process

   1. The final holistic evaluation rating shall be assessed in a holistic manner that is based on consideration of multiple evaluation factors aligned to the Ohio Educator Standards. Only evidence gathered during the current evaluation cycle, including evidence of Professional Growth Plan or Improvement Plan progress or lack thereof may be applied for purposes of the current evaluation cycle.

   2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

   3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

   4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

3. Response to Evaluation

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

Comparable Evaluations

Teachers whose final holistic evaluation rating are not rated I (ineffective) shall be considered to have comparable evaluations.

Professional Growth Plan

1. Professional Growth Plans shall be developed for each school year. Walkthroughs may commence before Professional growth Plans are submitted.

2. Collaborated Professional Growth Plans shall describe the specific performance expectations, resources and assistance to be provided, and shall focus on the most recent evaluation and observations. Self-directed Professional Growth Plans shall describe the specific performance expectations.

3. Teachers who receive a final effectiveness rating of Accomplished shall write self directed

Professional Growth Plans. Teachers with an effectiveness rating of Skilled will jointly develop Professional Growth Plans with their credentialed evaluator. Teachers with an effectiveness rating of Developing will develop Professional Growth Plans that are guided by their assigned credentialed evaluator. Teachers with an effectiveness rating of Ineffective will be placed on Improvement Plans.

4. Professional Growth Plans and Improvement Plans shall be recorded in OhioES.

5. If at the end of the evaluation process a teacher is required to write an improvement plan for the following school year, the particular identified area(s) for improvement are to be communicated to the teacher, documented in writing on or before June 15th unless mutually agreed upon another date.

6. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

Extension of Timelines for Evaluation Process Based on Absence

In the case of a short-term absence (fifteen [15] school days or fewer), any appraisal process timelines shall be extended by the number of school days equal to the days of absence.

In the case of either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the appraisal process and timelines may be extended by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines.

Effect on Non-Renewal

All non-renewal provisions of the negotiated agreement shall still apply, and non-renewals per this section still supersede all of evaluation language set forth in Article VI of the negotiated agreement, except notice of non-renewal shall occur by June 1, consistent with Ohio Revised Code 3319.11.

Exemptions from the Evaluation Process

1. Retirement Exemption

    a. A teacher shall be exempt from the evaluation process if the teacher notifies the Superintendent of his or her retirement by December 1 of the school year in which the evaluation is otherwise scheduled to be conducted and the Board of Education accepts the notice of retirement on or before December 1.

    b. Teachers who are exempt from the evaluation process because they provided timely notice of their retirement shall still complete a Professional Growth Plans.

    c. The Board of Education must pass a resolution permitting this exemption before the option becomes effective.

2. Qualifying Leave Exemption

   a. A teacher shall be exempt from the evaluation process if the teacher was on leave from the school district for 50% or more of the school year as calculated by the Board of Education.

   b. The Board of Education must pass a resolution permitting this exemption before the option becomes effective.

B. EVALUATION PROCEDURE FOR NON-OTES BARGAINING MEMBERS

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 observations and evaluations of the performance of all employees, including teachers, counselors and any non-OTES bargaining unit member.

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 employee shall consist of two observations, unless required otherwise in this negotiated agreement or Ohio law.

4. The evaluator shall schedule a pre-evaluation conference with each employee 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 employee may have regarding performance expectations.

5. All monitoring and observation of the performance of the employee in connection with such evaluation shall be conducted openly and with the full knowledge of the employee. The evaluator shall notify the employee at least five (5) school days in advance of the first observation of this evaluation process of the school year. The employee 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 employee being evaluated and the means by which the employee 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 employee.

6. Prior to January 15 of each school year, a non-tenured employee shall be observed by a designated evaluator at least twice. The evaluator shall meet with the employee no later than January 25 to review and discuss the written evaluation. In the year in which an employee may be non-renewed, at least one (1) additional observation shall be conducted between February 10 and May 1, and the evaluator shall meet with the employee to discuss and review the written evaluation no later than May 1.

   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 employee being evaluated and the means by which the employee may obtain assistance in making such improvements.

7. If the evaluator 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 employee the week in which the next observation is held. Three (3) copies shall be made. The employee and evaluator will sign all copies to indicate that they have been examined. One copy shall be placed in the employee's file, the second is sent to the Superintendent, and the third copy is retained by the employee. When more than one evaluation is contemplated, there will be an interval of at least two (2) months. Any employee 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 employees shall be evaluated no less than once every three (3) years by a designated administrator by May 1. Each observation shall not be less than thirty (30) minutes in length. The evaluator shall meet with the tenured employee no later than May 1 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 employee being evaluated and the means by which the employee may obtain assistance in making such improvements.

9. Each employee's evaluation will be discussed with him/her in an employee/evaluator conference. This conference will provide an opportunity for discussion of the employee's strengths and significant contributions.

10. Appraisal and improvement of employee performance are the major goals of employee evaluation.

The Board shall follow the provisions of O.R.C. 3319.11 with regard to any non-renewal of limited contract employee's and the provisions of O.R.C. 3319.16 for continuing contract employee's and any terminations.

C. **TENURE** - Continuing contracts shall be granted in accordance with the applicable Ohio Revised Code sections. In addition, 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.

D. **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 F to the contract. With respect to the application process for continuing contract consideration only, this provision shall supersede conflicting provisions in ORC Sections 3319.11 and 3319.111 to extent permitted by law.

E. **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.

F. **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 Board and/or 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, if available (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 June 1, 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 shall apply to the Superintendent or his/her designee at least three (3) days in advance except in case of emergency. (See Appendix E.) The District may utilize an electronic reporting system for personal leave submission.

3. In order to use personal leave for any the following circumstances, a teacher must receive prior approval from the Superintendent or designee:

   a. Leave immediately preceding or following a vacation day, legal holiday, Association leave day(s);

   b. Leave on professional development or waiver days;

   c. Leave for more than two (2) consecutive school days; or

   d. Leave that falls within the first five (5) workdays of school or during the ten (10) workdays prior to the last day of school.

4. If a teacher requests personal leave for a day in May prior to the last ten (10) workdays of the school year, the request must be submitted at least seven (7) workdays in advance of

the date requested for leave; otherwise, the request will be directed to the Building Principal in order to seek approval.

5. 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 (1/2) time will receive One Hundred Dollars ($100.00).

6. Any teacher 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. This conversion shall take place by August 15th of each 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 shall be effective with the first working day on the adopted school calendar for the 2024-2025, 2025-2026 and 2026-2027 school year. All teachers will be paid on the new salary schedule as printed in Appendix C of this Agreement.

   The base salary for teachers shall be $48,603 for the 2024-2025 contract year, $49,757 for the 2025-2026 and $50,567 for the 2026-2027 contract year.

   All wages are retroactive to the first working day of the 2024-2025 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.

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 on a regular basis 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. The Superintendent shall convene a meeting of the committee no later than during the first week of September of each year to be used for organization of the committee's work for the year. 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.

The District reserves the right to replace the Lake Consortium with an alternate carrier provided that the benefit levels are comparable, at a minimum, to Lake County Consortium Plan #2. The District may also offer alternatives to Lake County Consortium Plan #2, provided any additional cost is paid by or savings is discounted to the participant.

Prior to the District replacing the Consortium with an alternate carrier, the Board/Administration shall have had at least three (3) work sessions with Insurance Committee and will present relevant information related to the proposed replacement. The Insurance Committee will have the opportunity to discuss the replacement and present any questions or concerns.

B. PLAN OFFERINGS

Effective January 1, 2022, employees may choose from the following plans offered through the Lake County Consortium:

Plan 1, or Consumer Driven Healthcare Plan (CDHP).

Effective January 1, 2024, the employee contribution rates for insurance shall be the following:

Plan 1	Single:	$98 month	Family:	$252 month
CDHP	Single:	$75 month	Family:	$192 month

If an employee maintains a health savings account in connection with the CDHP, the District shall contribute the following amounts to the employee's health savings account (HSA):

Annually, the employee will receive $2,000 single or $4,000 family to be distributed in one installment upon the beginning of the plan year.

For any employee electing coverage under Plan 1, the District will provide a health reimbursement account contracted for the plan year through Medical Mutual to pay the difference in the incurred deductible and coinsurance costs between Plan 1 and Plan 2.

c. Open Enrollment Period. From November 15-December 15 of each year the Board will provide a healthcare open enrollment period during which time members may change healthcare plans as provided for in this Agreement. The start date for newly-elected coverage is January 1. Open enrollment may be adjusted for the 2021-22 contract year to allow for implementation of the negotiated changes.

d. 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.

d. **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 three thousand five hundred dollars ($3,500) in two checks of one thousand seven hundred and fifty dollars ($1,750) each. The first check will be on June 1st. The second will be with the last paycheck of the calendar year, on December 31st.

Employees eligible for single coverage will receive One Thousand seven hundred and fifty dollars ($1,750) in two checks of eight hundred and seventy-five Dollars ($875) each at the same intervals as above.

The increase of the "payment in lieu of" to three thousand five hundred dollars ($3,500) family and one thousand seven hundred fifty dollars ($1,750) single will occur if total number of KEA member opt-outs from coverage increases to a minimum of fourteen (14) total members employees for each year of the contract; if threshold is not met, then "payment in lieu shall be one thousand six hundred dollars ($1,600) family and six hundred dollars ($600) single.

The "payment in lieu of" for employees who are eligible for a family plan but elect single coverage to receive one thousand seven hundred fifty dollars ($1,750), if fourteen (14) KEA member opt-out threshold is met; if fourteen (14) member threshold above is not met, then six hundred ($600) for opting out; these family-to-single do not count toward threshold of fourteen (14) member total opt-outs from coverage.

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 (December 15). 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 a face value policy of 2.03 times the base salary to the nearest thousand dollars of term life insurance for each and every member of the bargaining unit. Contingent upon limits imposed by the insurance carrier, 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 pro-rata 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.

6. **VISION INSURANCE** - The specifications that are currently adopted shall remain 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

b. 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

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 XIV

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 XV

RESIDENT EDUCATOR PROGRAM

A. RESIDENT EDUCATOR PROGRAM

1. **Purpose:** The Resident Educator Program ("REP") is designed for beginning teachers and provides them with the coaching, mentoring and guidance that is critical to improving their skills and knowledge and enhancing student achievement. The Board will administer and fund the REP. The REP is a four (4) year program. Successful completion of the REP is required for a teacher to advance to a five (5) year professional educator license.

2. **Lead Mentor:** A Lead Mentor will oversee the REP and may mentor a Resident Educator.

   a. The Lead Mentor will be appointed by the Superintendent or designee. Teachers who want to be considered for the position of Lead Mentor for the next school year must submit an application to the Superintendent by April 1 of the current school year for the next school year.

   b. **Duties of Lead Mentor:**
      i. Chair Resident Educator Committee.
      ii. Assign Mentors, which may be in conjunction with the Resident Educator Committee from the previous school year if the Lead Mentor so chooses.
      iii. Coordinate the REP.
      iv. Schedule and preside over meetings.
      v. Keep Superintendent and/or designee informed of all activities involving the REP.
      vi. Monitor the Resident Educator and Mentor's interactions and offer support and assistance as needed.

   c. The Lead Mentor shall be paid a stipend of sixteen hundred dollars ($1,600).

3. **Resident Educator Committee**

   a. The Resident Educator Committee shall be comprised of the Lead Mentor, at least one administrator, and a Mentor assigned to Resident Educators for the current school year, as designated by the Superintendent.

   b. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

4. **Mentor:** The Lead Mentor shall choose and assign Mentor Teachers ("Mentors") after soliciting interest among qualified candidates and after obtaining review and approval from the Superintendent or designee.

a. **Qualifications:**

i. Mentors must have continuing contract status and a minimum of five (5) consecutive years of teaching experience in the District. Mentors must be trained to serve as a Mentor through the Ohio Department of Education's Instructional Mentoring Program.
ii. Mentors must hold a valid five-year professional or permanent Ohio teaching certificate/license. Efforts should be made to assign Resident Educators with the same area of certification/license.
iii. Mentors must demonstrate the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. **Responsibilities:**

i. Carry out the REP (as developed by the Resident Educator Committee utilizing ODE guidelines) in conjunction with the Resident Educator.
ii. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
iii. Use the REP formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal setting agreement and other tools as approved by the Resident Educator Committee) and protocols to support the Resident Educator.
iv. The Mentor shall not have a role in the Resident Educator's formal evaluation. Rather, the Mentor serves as an instructional mentor and is responsible for supporting the Resident Educator's growth through the use of formative assessment tools.

c. **Release Time:**

i. Each Mentor and Lead Mentor shall be granted release time (at least the equivalent of two (2) days annually) for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated and approved by the Building Principal/Immediate Supervisor.
ii. Release time may be used to attend committee meetings, necessary training, and to perform the required Committee work.
iii. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined by the Superintendent/designee.

d. **Restrictions:**

Any or all materials jointly developed by the Resident Educator and the assigned Mentor shall not be utilized as a remediation program.

e. **Compensation:**

i. In addition to the release time, each Mentor shall receive a supplemental contract for each assigned Resident Educator. The stipend is paid in May of that school year.
ii. The Board will pay all training fees required for Mentors to receive the mandatory ODE-state mentor training.
iii. Mentors shall receive a stipend of one thousand dollars ($1000).

5. **Resident Educator:**

a. Each Resident Educator shall be provided with the following:
i. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
ii. Assistance with the management tasks identified as especially difficult for beginning teachers;
iii. Assistance in the improvement of instructional skills and classroom management; and
iv. The opportunity to consult/observe other teachers both within and outside of the District.

b. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated and approved by the Building Principal/Immediate Supervisor.

c. Resident Educators shall hold a resident educator license or alternative resident educator license issued by the Ohio Department of Education.

6. **Protections:**

a. No resident educator shall be required to remain in a REP after obtaining a professional educator license.

b. Communications between the Resident Educator Committee a Mentor and his/her assigned Resident Educator that are directly related to the performance of the Resident Educator shall be considered confidential to the extent permitted by law.

c. At any time, either the Mentor or Resident Educator may request that a new mentor teacher be assigned. The Superintendent shall make the final decision to re-assign a mentor. The mentor's compensation will be pro-rated based on the length of contract fulfilled.

d. No Mentor shall participate in any informal or formal evaluation of a Resident Educator, nor make or be requested or directed to make, any recommendation regarding the continued employment of his/her assigned Resident Educator.

e. A Mentor's participation in the REP shall not be evaluated by the administration or taken into consideration as a part of teacher's regular evaluation.

f. Formative assessment evidence created for purposes of the REP is the property of the Resident Educator, and he/she reserves the right to share or not share it with the administration.

7. **Program Review/Revisions:**

Mentors and their assigned Resident Educators may meet as a group prior to the end of each school year to assess and evaluate the REP. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than June 1.

8. Mentors and Resident Educators shall follow any guidelines or standards established by the Ohio Department of Education, unless directed otherwise by the Superintendent or designee.

9. Successful completion of the REP to advance to a professional teaching license, including, but not limited to, fulfilling any additional training, coursework or performance assessment requirements as may be required by the Ohio Department of Education, shall remain the responsibility of the Resident Educator.

10. Disputes arising from the REP shall first be addressed by the Lead Mentor, and if still not resolved, the Building Principal shall be consulted. If the interested parties are unable to resolve the dispute after discussing the matter with the Building Principal, then they shall meet with the Superintendent, whose decision shall be final.

ARTICLE XVI

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 XVII

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, 2024 upon ratification and shall end as of 12:01 a.m., September 1, 2027 or with the effective date of a successor contract for the 2023-2024 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:
3/20/2024	
Association President	Board of Education President
Kim Lane	Ryan Pendlet
Labor Relations Consultant	Treasurer
03/21/24	04/02/24
Date	Date

APPENDIX A-1

Kirtland Local Schools
Teacher Evaluation Form
NON-OTES

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.

Suggestions for Improvement:

Other Comments:

Teacher Date

Administrator Date

Copies: Teacher
Principal
Personnel File

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
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

SCHOOL PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: 2024-2025 SCHOOL YEAR

EXP	BA	INDEX	MA	INDEX
0	48603	1.0000	51082	1.0510
1	50465	1.0383	53891	1.1088
2	52404	1.0782	56851	1.1697
3	54044	1.1119	59981	1.2341
4	56496	1.1624	63281	1.3020
5	58659	1.2069	66445	1.3671
6	60910	1.2532	69765	1.4354
7	63242	1.3012	73255	1.5072
8	65668	1.3511	76915	1.5825
9	68185	1.4029	79996	1.6459
10	70795	1.4566	83194	1.7117
11	73512	1.5125	86519	1.7801
12	76326	1.5704	90242	1.8567
13-14	79252	1.6306	94120	1.9365
15-17	80492	1.6561	95350	1.9618
18-20	81420	1.6752	96589	1.9873
21-23	82348	1.6943	97824	2.0127
24-30	83277	1.7134	99685	2.0510

NOTE: Additional graduate hours beyond the B.A. (up to 30 semester hours) and beyond the M.A. degrees (up to 60 semester hours) shall be reimbursed at .25% (nearest dollar) per semester hour ($122.00).

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

SCHOOL PROFESSIONAL SALARY SCHEDULE

EFFECTIVE: 2025-2026 SCHOOL YEAR

EXP	BA	INDEX	MA	INDEX
0	49575	1.0000	52104	1.0510
1	51474	1.0383	54969	1.1088
2	53452	1.0782	57988	1.1697
3	55125	1.1119	61181	1.2341
4	57626	1.1624	64547	1.3020
5	59832	1.2069	67774	1.3671
6	62128	1.2532	71160	1.4354
7	64507	1.3012	74720	1.5072
8	66981	1.3511	78453	1.5825
9	69549	1.4029	81596	1.6459
10	72211	1.4566	84858	1.7117
11	74983	1.5125	88249	1.7801
12	77853	1.5704	92046	1.8567
13-14	80837	1.6306	96002	1.9365
15-17	82102	1.6561	97257	1.9618
18-20	83048	1.6752	98521	1.9873
21-23	83995	1.6943	99780	2.0127
24-30	84942	1.7134	101679	2.0510

NOTE: Additional graduate hours beyond the B.A. (up to 30 semester hours) and beyond the M.A. degrees (up to 60 semester hours) shall be reimbursed at .25% (nearest dollar) per semester hour ($124.00).

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.

SCHOOL PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: 2026-2027 SCHOOL YEAR

EXP	BA	INDEX	MA	INDEX
0	50567	1.0000	53146	1.0510
1	52503	1.0383	56068	1.1088
2	54521	1.0782	59148	1.1697
3	56227	1.1119	62404	1.2341
4	58779	1.1624	65838	1.3020
5	61029	1.2069	69130	1.3671
6	63370	1.2532	72584	1.4354
7	65797	1.3012	76214	1.5072
8	68321	1.3511	80022	1.5825
9	70940	1.4029	83228	1.6459
10	73656	1.4566	86555	1.7117
11	76482	1.5125	90014	1.7801
12	79410	1.5704	93887	1.8567
13-14	82454	1.6306	97923	1.9365
15-17	83744	1.6561	99202	1.9618
18-20	84709	1.6752	100491	1.9873
21-23	85675	1.6943	101776	2.0127
24-30	86641	1.7134	103712	2.0510

NOTE: Additional graduate hours beyond the B.A. (up to 30 semester hours) and beyond the M.A. degrees (up to 60 semester hours) shall be reimbursed at .25% (nearest dollar) per semester hour ($126.00).

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.

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)	ACTIVITIES
Athletic Director	Dramatics
Football, Head Varsity	Marching Band
Football, JV	Marching Band Assistant
Basketball, Head Varsity	Cheerleaders, KHS
Basketball, JV	Cheerleaders, KMS
Basketball, Freshman	Student Council
Wrestling, Head Varsity	Yearbook, KHS
Wrestling, JV	Junior Class Sponsor
Track, Head Varsity	Senior Class Sponsor
Track, Varsity Assistant	Interns and Volunteers
Baseball, Head Varsity	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:

_____ _____ _____ All Day _____
Month Date(s) Year

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

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 F

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 by Professional (5-yr) License will be issued on _____

_____ _____
Teacher's Signature Building/Grade Level – Content Area Assignment

_____ _____
(Date)

APPENDIX F

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 1st through December 31st	
Dependent Age Limit Over Aged Child	26 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

Benefits	Network	Non-Network
Emergency use of an Emergency Room[2]	$50 copay, then 100%	
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.

---

[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.

CAREMARK®
It all starts with care®

Your Personal Prescription Benefit Program

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**.