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COLLECTIVE BARGAINING AGREEMENT

between

THE INDEPENDENCE EDUCATION ASSOCIATION

and

THE INDEPENDENCE LOCAL BOARD OF EDUCATION

AUGUST 1, 2026
THROUGH
JULY 31, 2029

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ARTICLE I – AGREEMENT

In consideration of the mutual promises contained herein, this Agreement is made and entered into this 1st day of August 2026 by and between the Independence Local Board of Education and the Independence Education Association.

ARTICLE II – RECOGNITION

A. The Independence Local Board of Education (hereinafter referred to as the Board) recognizes the Independence Education Association (hereinafter referred to as the Association), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for members of the bargaining unit. The bargaining unit (hereinafter referred to as teacher(s)) shall include all regular employees performing functions for which a certificate is required including those on recall or recalled pursuant to Article XX Layoffs, but shall exclude:

   1. The Superintendent, Assistant to the Superintendent, Principals, Assistant Principals, Coordinator of Student Services and Activities (Athletic Director), and all others in a supervisory or managerial position within the meaning of O.R.C. 4117.

   2. Casual employees within the meaning of O.R.C. 4117.

   3. All county-employed tutors.

B. A teacher hired to fill a position that is expected to be a temporary position (less than a full school year) shall be considered a regular teacher at the time the position is reasonably anticipated to be available for at least sixty (60) consecutive work days in the same assigned position, but in no case later than the sixty-first (61st) consecutive day of employment in the same assigned position.

C. Intervention specialists may be hired through the ESC, or directly by the Board. Intervention specialists who are employed by the ESC and are assigned to the District can apply for the same position within the IEA after three (3) years of highly successful teaching in the Independence Local Schools. This IEA intervention specialist position will be reposted and rehired as an ESC position upon resignation or termination from employment.

ARTICLE III – AREAS OF DISCUSSION AND AGREEMENT

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

ARTICLE IV – BOARD RIGHTS

Subject to the terms of this Agreement, the Board reserves the rights and authority conferred upon it by law, including those enumerated in O.R.C. 4117.08(C) which are incorporated herein by reference.

ARTICLE V – BARGAINING PROCEDURES

A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. A maximum of four (4) negotiators each shall be selected by the Board and the Association. At least two (2) of the Board's negotiators shall be employees of the Board excluded as members of the Association. At least two (2) of the Association's negotiators shall be teachers of the Board and shall be certificated members of the Association. With advance notice either party may also bring a specialist to a bargaining session to provide expertise on a particular issue. Once the negotiators are selected, there shall be no changes unless mutually agreed upon. Any procedure and/or timeline from any provision in this Article may be changed if the parties mutually agree to do so.

B. Either the Board or the Association may initiate negotiations by serving notice on the other party no earlier than one hundred fifty (150) calendar days nor later than May 10th prior to the expiration of the Agreement. The party giving notice will notify the State Employment Relations Board (SERB). Within fifteen (15) calendar days, unless otherwise mutually agreed, the parties shall meet and submit, in writing, complete proposals for discussion but in no case shall negotiations begin later than May 10th prior to the expiration of the Agreement. Thereafter, neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties. No meeting shall adjourn until a time, place and date has been established for the next negotiation session.

C. Time Limits

1. Every effort will be made to keep caucuses during negotiations sessions to a minimum.

2. Bargaining sessions shall be scheduled in accordance with the ground rules established by the parties.

D. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

E. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Association and the Board. When tentative agreement has been reached on an issue, it shall be reduced to writing and signed by the parties. Tentative agreement on all issues shall mean that a majority of each team is in favor of the agreement and will recommend it when it is submitted to the Association and Board for formal approval. If either team's recommendation to its respective ratifying group will not be unanimous, it shall notify the other team prior to submission for ratification. Following approval by both parties, the Agreement shall be binding on both parties.

F. Resolving Differences

1. Between thirty (30) and forty-five (45) calendar days prior to the expiration of this Agreement, unless the parties mutually agree to other timelines, either party may cause unresolved issues to be submitted to mediation in accordance with paragraph 2 of this section. Such request must be in writing and both parties

shall agree to contact the American Arbitration Association within ten (10) calendar days of the request.

2. Mediation – At the onset of negotiations, the parties agree to contact the American Arbitration Association to obtain a list of seven (7) National Academy neutrals who are available to serve. A second list may be requested by either or both parties. The parties shall either agree on a neutral from the list or alternately strike names until only one (1) name remains and that person shall serve as the neutral. A maximum of two (2) full day sessions shall be held, unless extended by mutual agreement, during which time the neutral shall attempt to mediate a settlement which is acceptable to both parties. Association representatives shall be provided with released time with no loss of pay, benefits, or emoluments for up to two (2) full days of mediation sessions. If at the conclusion of the two (2) full day sessions an agreement has not been reached, fact-finding shall occur. After the fact-finding hearing, the neutral shall within a period of five (5) working days, issue an advisory recommendation for resolving the disagreement. This report may be made public at the option of either party upon notification to the other party. Further procedures, if any, shall be developed by the parties upon receipt of the neutral's report.

3. Costs – Costs incurred in securing and utilizing the services of a neutral shall be shared equally by the Board and the Association.

4. The recommendation of the mediator/arbitrator shall be advisory to the parties.

5. This dispute resolution method as set forth in Section F of this Article is the exclusive means for resolution of any dispute concerning negotiations, and the parties intend that this procedure shall supersede the procedure set forth in O.R.C. 4117.14.

ARTICLE VI – DEFINITIONS

A. Teacher: All persons defined as such in Section 3319.09 of the Ohio Revised Code. This shall include intervention specialists employed directly by the Board, guidance counselors, tutors, high school alternate disciplinary instructors/building substitutes and others who are not in administrative positions. Principals and higher administrative positions shall be excluded. The term "members of the bargaining unit" refers to the recognized bargaining unit represented by the Independence Education Association, whether an individual is or is not a member of the Association.

B. Days: Shall mean work week days (Monday through Friday) excluding holidays on the school calendar unless otherwise specified.

C. Per diem: The teacher's daily rate of pay determined by dividing the teacher's salary from the current salary schedule by 185 days per school year.

D. Parties: Refers to the Independence Local Board of Education (Board) and the Independence Education Association (Association).

E. Tutor: A tutor is a certificated employee who is employed on an hourly rate and on an as-needed basis as determined by the Board. A tutor is not eligible for a continuing

contract, seniority, placement on the recall list, or placement on the salary schedule. However, tutors shall be credited with seniority as a tutor and shall be placed on a tutor recall list each year. A separate hourly rate for tutors is stated in Article XXXII. A tutor's contract automatically expires at the end of the school year and there is no expectation of reemployment. Any IEA member holding a teaching position that was hired by the District as a tutor before July 31, 2019 will be granted seniority based on the initial tutor hire date when calculating a reduction in force. These terms shall not apply to tutors hired on or after August 1, 2019.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of this Agreement between the Association and the Board.

2. The "grievant" shall include any teacher, the Association, or group of teachers where the grievance as defined above is based upon the same set of alleged facts and contract provision(s).

3. "Representation" or "representative" as provided for in this section shall be: a) For the grievant – any representative of the Association or its affiliates selected by the Association President/designee. b) For the Board – any person chosen by the Board/Superintendent.

B. Rights of the Grievant/Stipulations

1. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal from all concerned parties.

2. If a grievance arises from the actions of an authority higher than the immediate supervisor and/or affects a group of teachers, affecting more than one building and/or raising a District-wide concern, it may be initially submitted at Step II of the formal procedure described herein, but only after the grievant(s) complies with an Informal Step Meeting with the Superintendent.

3. Any grievance not settled at the informal level shall be reduced to writing and shall state the facts upon which the grievance is based and the date or dates on which the grievance occurred, including the exact provision or provisions of this Agreement claimed to have been violated and the remedy sought. A grievance disposition shall state the facts upon which the disposition is based, and shall provide a response to each contract provision claimed to have been violated.

4. If a teacher chooses not to be represented by the Association, a representative selected by the grievance committee chairperson of the Association shall have the right to be present and to represent the Association at any and all steps of the Grievance Procedure. However at Step I and Step II of this procedure, this shall not prevent any grievant(s) from presenting a grievance and having it adjusted without intervention or representation by the Association. If this occurs, the Association may appeal a Step I decision in accordance with Steps II, III and IV of this Grievance Procedure.

5. Grievance records shall be kept in the central office but separate from the individual personnel records.

6. The administration and the Association's grievance committee will cooperate in providing already existing necessary and relevant information relating to any grievance as much in advance of each step of the procedure as possible.

7. Potential grievances shall not be submitted to arbitration.

8. Grievance hearings shall begin at a time mutually agreed upon by the IEA President and Superintendent. The grievant(s) and employees who are witnesses shall be excused from work for arbitration hearings with no loss of pay, benefits or emoluments. Witnesses excused shall not exceed three (3). If the Association needs more than three (3) witnesses excused, the hearing shall begin at 3:00 p.m., and witnesses excused shall be released at 1:00 p.m. In no event shall more than five (5) witnesses be excused from work to attend an arbitration hearing.

C. Time Limits

1. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the Superintendent and Association president, or the time limits shall be extended because of absence from work for legitimate reasons not to exceed the length of the absence.

2. If a grievance is not filed or appealed within the time limits specified at any step of the Grievance Procedure, the grievance will be waived and barred from any further appeal. Failure, at any step of the Grievance Procedure, to communicate a written disposition of a grievance within the specified limits shall permit the grievance to proceed to the next step of the Grievance Procedure at any time without loss of remedy.

3. Any grievance shall be submitted to the proper supervisor and at the required formal step within twenty-five (25) days of the grievance or within five (5) days of the disposition of the case at the informal step, whichever occurs later; or the grievance shall be waived and barred from any further appeal.

D. Informal Step

If a grievant believes there is basis for a grievance, the grievant shall meet with the immediate supervisor to discuss the grievance within three (3) work days of the request to meet. The grievant and immediate supervisor have no right to a representative at this step. If the grievance is not resolved at this informal meeting, or in the decision resulting from the Informal Step, the grievant may proceed to the next step.

E. Formal Steps

1. Step I

If the grievance is not resolved at the informal meeting, the grievant may present a formal grievance to the immediate supervisor within five (5) days of the disposition of the case at the informal step or within twenty-five (25) days of the grievance, whichever occurs later, by submitting a completed Grievance Form

(Appendix A). A copy shall be submitted to the Superintendent of schools or to the Superintendent's office by the grievant(s) on the same day the written grievance is submitted to the immediate supervisor. Within five (5) days of the receipt of the grievance, the immediate supervisor shall meet with the grievant and the grievant's representative, if elected by the grievant, in an effort to resolve the matter. The immediate supervisor may also elect to have a representative at this meeting. The immediate supervisor shall indicate his/her disposition of the grievance on the Grievance Decision Form (Appendix B) within five (5) days to the grievant.

2. Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit a copy of the Grievance Form to the Superintendent within five (5) days of the disposition of the case in Step I and request a Step II meeting. If Step II is the first written step pursuant to Article VII(B)(2), it shall be filed within five (5) days of the disposition of the case at the informal step or within twenty-five (25) days of the grievance, whichever occurs later. Within five (5) days of receipt, the Superintendent and/or designee shall meet with the grievant and/or his/her representative to resolve the matter. The Superintendent or designee may also elect to have a representative at this meeting. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing the Grievance Decision Form and forwarding it to the grievant.

3. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she may within ten (10) days appeal the decision to the Board by written notice filed with the Superintendent. After receipt of the notice the Board shall, prior to or at the next regularly scheduled Board meeting held at least five (5) days after receipt of such appeal, meet in executive session with the grievant, his/her representative, the Superintendent, and/or the Board representative to review the grievance. The Board and/or Board representative may also elect to have a representative at this meeting. The Board, through the Superintendent, shall submit a written disposition of the grievance on the Grievance Decision Form within five (5) days after such meeting or the next regularly scheduled Board meeting after receipt of the appeal.

4. Step IV

If the grievance is not resolved at Step III, an arbitrator shall be hired, provided the Association concurs with advancing the grievance to arbitration. The Superintendent/ designee and the grievant/representative shall rank order the list of arbitrators within ten (10) days of receiving the list of seven (7) National Academy Arbitrators from the American Arbitration Association. Either or both parties may request a second list. Selection of an arbitrator and the arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association. Both the grievant and the Board may elect to have a representative at arbitration. With the agreement of the Superintendent and the Association president, expedited arbitration may be employed under the

rules and regulations of the American Arbitration Association. Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding on both the Board and the grievant. The cost of the arbitration shall be borne equally between the Board and the grievant. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

ARTICLE VIII – ASSOCIATION RIGHTS

The following shall be the sole and exclusive rights of the Association as the bargaining agent.

A. Use of School Facilities

The Association shall have the right to use school buildings in conformance with the existing Board policy at all reasonable hours for meetings. Association general meetings shall not be held at times which would interfere with school use of the buildings and shall not be held during working hours except that three (3) times a year the Association may hold general membership meetings that can convene at 3:15 p.m. Additionally, the Association may hold general membership meetings that convene at 3:15 p.m. for ratification purposes. Teachers with assigned end of day duties must complete their duties before they can attend the meeting. The Association has no right to use school facilities during a strike. In the event that special custodial assistance is required, the Association will be informed in advance, and if the Association uses the building, the Association will reimburse the Board for the amount of the custodial wages incurred by the Board as a result of the Association's use of the building.

B. Duly Authorized Representatives

Duly authorized representatives of the Association and the OEA/NEA Labor Relations Consultant shall be permitted to transact official business on school property at all reasonable times and after reporting to the principal and stating the reason for the visit. However, the disturbance of a teacher or other employee who is in the process of conducting a class or performing other assigned duties is prohibited. This shall not preclude discussion during a preparation period.

C. Released Time for Official Business

Whenever it is reasonably necessary in order to administer this Agreement and/or to facilitate the processing of grievances, the President of the Association, the Grievance Chairperson of the Association and/or the Association Building Representative directly involved with any such situation will be permitted to leave his or her building after notifying the principal’s office and following the regular dismissal of students. However, this should not interfere with the fulfillment of the teacher's professional responsibilities, including individual assistance to students, parent conferences and the like.

D. Board Policies

Board policies are available online.

E. Association Input

1. The Superintendent shall meet at least semi-annually with representatives of the Association as designated by the President to discuss any concerns indicated by either party, which shall become the agenda for the meeting.

2. The meetings shall occur upon the advance request of the Association President. Date and place shall be mutually agreed upon. Meetings in excess of the required two (2) per school year shall be by mutual agreement of the Superintendent and Association President.

3. Budgetary documents are available electronically on the District's website.

F. The Association shall have the right to use a bulletin board at each work site and the right to submit to the building principal a meeting reminder announcement for Association general meetings. Public address system announcements shall be made before or after school on the day of the meeting.

G. The Association may address teachers following the adjournment of any staff meeting.

H. The Association has the right to receive one copy at no cost:

1. Complete Board agenda prior to the Board meeting

2. Board minutes upon approval

I. Public records shall be available to the Association pursuant to Chapter 149 of the Ohio Revised Code and every effort will be made to expedite the request.

J. In accordance with the bargaining procedure pursuant to Article V of this Agreement, the Association shall receive at no cost copies of public record needed for negotiations which are not confidential due to their use or intended use by the Board in collective bargaining.

K. The Association has the right to address any matter on Board agenda at a Board meeting.

L. Ten (10) days per school year shall be available to the Association for delegate duties and/or for the purpose of attendance at meetings related to the professional activities of the Association. The Board shall provide substitutes if available. The Association shall pay the cost of substitutes for all days in excess of six (6) per year. The Association will attempt to limit Association leave absences from the same building on the same day.

M. Upon completion of negotiations, the final agreement shall be available to all members of the bargaining unit, the Board and the Administration on-line.

N. The Board, with Association input, shall annually survey the staff regarding in-service needs.

O. The Superintendent will identify the Association's officers at the general staff session at the beginning of each school year.

ARTICLE IX – INDIVIDUAL TEACHER RIGHTS

A. Leave During School Day

Teachers may leave the building during the eight-hour school day to address individual needs with the approval of the building principal, which approval will not be unreasonably withheld. Teachers are entitled to leave the building without approval on Fridays at the end of the scheduled student day and the last working school day of the week (if not a Friday). The teacher may leave during the duty-free lunch period without limit. Before leaving the building, the teacher must notify the principal or, if he/she is unavailable, the principal's secretary following normal building procedures and shall sign out and sign in at the building office.

B. Personnel Files

There shall be one personnel file for each teacher kept at the Board office. Additionally, each building principal may have a file on each teacher at the building. Teachers and the teacher's representative shall have the right to have access to their personnel files in the presence of the Superintendent or his/her designee at any time during the normal work day, providing this does not interfere with the teacher's assigned duties and upon giving one day notification. Pre-employment materials, if any, may be removed from the personnel files, but all parties should be satisfied that those are the only materials removed from the file. Materials in the file must be job related, and the teacher shall have the right to place a written response into the file to any material contained therein. All materials placed in the file subsequent to the adoption of this Agreement shall be clearly marked with the date of receipt by the Board office and shall be signed and dated by the person responsible for placing the item in the personnel file. No anonymous documents shall be placed in the file. A copy shall be provided to the teacher not later than the time the material is included in the teacher's personnel file unless the teacher already has received a copy. A teacher shall be entitled to copy his/her file at no charge.

C. Discipline of Teachers

No teacher shall be disciplined or deprived of any professional benefits without just cause. Disciplinary action shall be reasonable in view of the offense. Each party shall have the right to a representative of his/her choice and must select that representative from his/her professional association or its affiliates at any disciplinary conference. Upon the teacher's request, written reprimands and/or letters of a disciplinary nature will be removed from the teacher's personnel file providing those three (3) years have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the three (3) year period. This does not include the removal of any formal evaluation documents. The Superintendent or his/her designee must be present at all times while the personnel file is being perused. Reprimands or discipline records which relate to use of force or physical safety are not subject to potential removal.

D. Complaint Procedure

1. Parental Complaints

Complaints against any teacher shall be handled through the established chain of command whenever possible. The complaint shall be referred first to the teacher; if unresolved, then to the building principal. If not resolved at the building level, the problem shall be referred to the Superintendent and finally to

the Board if resolution has not been achieved. Where the parent refuses to take the complaint to the teacher, or where an investigation would be jeopardized by so doing, the principal may make an investigation and shall inform the teacher at the end of the investigation of its nature and the conclusions thereof.

2. All Complaints

No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the teacher with the right to confront the accuser.

As a result of any complaint against a teacher, no teacher shall take any discriminatory action against a student or class that may have been directly or indirectly involved in the complaint against that teacher.

E. Association Activity

No teacher shall be subject to reprisal or discipline as a result of participation in the Association or any of its activities not prohibited by law, including but not limited to, grievance processing and negotiations.

F. Sovereign Immunity Protection

If a settlement occurs in a negligence claim in which a teacher is named as a party, the settlement of the liability claim shall not be used by the Board and/or administration as evidence of any detriment or blemish on the teacher's record. This shall not limit the Board's authority to discipline or take other action regarding the teacher as a result of the teacher's conduct in accordance with Article IX (C) Discipline of Teachers.

ARTICLE X – PAYROLL PRACTICES*

*A. Teachers shall be paid in twenty-six (26) equal installments every other Friday. A teacher whose employment is concluded for any reason or who takes an approved unpaid leave of absence, shall be paid according to the established schedule, except that a teacher who retires into the STRS shall have the option of receiving any unpaid salary not later than the second pay date following the teacher's retirement date.

The Association acknowledges that in certain years the District will encounter a “27 pay” situation. The issue was referred to the Communications Committee which conducted a survey of the members with three options: A – 26 pay dates with 4 weeks between pay dates in Aug. to Sept.; B – 27 pay dates with smaller checks over the entire year; C – 26 pay dates with a 3-week interval between pay dates at the beginning and the end of the school year.

B. The Board shall pay all monies due a deceased teacher other than insurance payments or other monies it does not directly control no later than the second pay date following the pay period in which the Board becomes aware of the teacher's death. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with Ohio Revised Code.

C. Deductions

1. Payroll taxes and retirement contributions shall be deducted and forwarded and an annual listing of such payments shall be submitted to the appropriate taxing agencies in compliance with statute.

2. The Board shall continue to provide all voluntary payroll deduction options currently available to teachers (credit union, annuities, United Way, medical insurances, life insurance (provided the percentage participation requirements of the carrier are met), United Education Profession (UEP) membership dues, OEA/NEA Fund contributions, and contributions to charitable organizations other than United Way as long as at least ten (10) staff members are contributing to a single charitable organization). The Board shall remit a check to the appropriate organization(s) for the total of the deductions.

3. OEA/NEA Fund Contributions – Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code 3313.262. Deductions shall be in either ten (10), fifteen (15), or twenty (20) equal installments (determined by the teacher) and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Board Treasurer. Any such authorization shall be on a form which is separate from any form used to apply for, or authorize membership in, or authorize payment of dues or fees to any organization.

4. Before payroll deductions shall be made for annuity and credit union programs, these organizations shall provide the Board Treasurer with a listing of teachers and the amount of deduction(s) for each such teacher.

5. All such requests for voluntary deductions or request for payment must be received in the payroll office at least two (2) weeks prior to the date of deduction or payment.

6. The Board assumes and accepts no responsibility or liability for such deductions and payments other than:

   a. To make deductions upon written request of the teacher.

   b. To forward the payment to the organization on the teacher's written request.

7. Dues Deduction

   a. Due's deductions shall be on a continuing basis and without cost to the teacher or Association. That is, all teachers shall submit a written dues deduction authorization form. Thereafter, only new teachers shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between September 1 and October 1 the teacher discontinues membership by providing written notice to the Association President and the Board Treasurer.

b. On or before October 5 of each school year the Association Treasurer shall provide the Board Treasurer with a list of all Association members and the total amount of dues to be deducted.

c. The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave, is terminated, or is denied membership. Teachers employed by the Board after October 1 of any school year may have dues deducted in even installments from the remaining paychecks that will coincide with the dues deducted for other teachers.

d. Dues deductions for full time teachers will be deducted, at the teacher's option, in either six (6) or twenty (20) payments beginning with the last pay date in October. Dues deductions for part time teachers will be deducted at the teacher's option, over all of their remaining paychecks beginning with the last pay in October or they may elect six (6) deductions. The annual dues amount will be deducted in substantially equal amounts from specified pays as calculated by the Association Treasurer. All dues deductions will be forwarded to the appropriate organization upon written request by the teacher and in accordance with arrangements established by the Association President and/or Association Treasurer.

e. Transmittal of Association dues shall be made to the Association within seven (7) calendar days after the deduction is made. With each transmittal of monies, the Board shall provide the Association with the name of each teacher for whom the deduction was made and the amount deducted from each teacher's pay.

8. Electronic Transfer – A teacher's salary shall be paid by electronic transfer to an institution of the teacher's choosing on the electronic transfer system on each pay day as provided in Article X. The teacher shall hold harmless the Board, its agents and employees from any liability due to any errors resulting from electronic transfers which are beyond the control of the Board, its employees and agents.

ARTICLE XI – PROFESSIONAL DEVELOPMENT

A. Any teacher desiring to attend a professional conference shall first meet with their building principal to determine if the request aligns with the District strategic plan and goals. If approved by the building principal, the teacher will submit a completed Professional Meeting Request Form, which shall be available online, to the Assistant Superintendent of Curriculum, Instruction and Assessment for approval. The request form shall be submitted no later than three (3) weeks preceding the event unless the Assistant Superintendent of Curriculum, Instruction and Assessment permits a later request. All information required by the Professional Meeting Request Form must be provided. The applicant shall receive notification of approval or disapproval.

B. Reasonable expenses will be paid for transportation, hotel bills, registration fees and other direct out-of-pocket expenses consistent with the estimated cost stated on the Professional Meeting Request Form unless deviations from the cost estimated can be

justified by the traveler. When traveling by car, the expenses will be paid at the rate established by the Board or the current IRS mileage rate (whichever is greater) and distance shall be measured from the Board office to the destination. In no case shall the transportation costs by automobile exceed the cost of the same trip by airplane. Teachers shall share travel expenses whenever possible.

C. All statements of expenses shall be accompanied by receipts and shall be submitted promptly after the teacher's return to regular duty. Registration costs will be paid in advance by the Board whenever possible. If the teacher does not attend for reasons within his/her control, the registration fee must be reimbursed either through the teacher, the sponsoring event, or otherwise.

D. If multiple teachers desire to attend a particular conference, more than one (1) teacher may be selected at the discretion of the building principal. If only one (1) teacher is selected, first consideration will be given to teachers who have not attended a conference within the last two (2) school years.

E. Any information deemed appropriate by the principal regarding professional development shall be posted or distributed.

ARTICLE XII – TEACHER EVALUATION AND NONRENEWAL*

OHIO TEACHER/COUNSELOR EVALUATION SYSTEM

A. The Independence teacher evaluation procedure is designated primarily to recognize strengths, to encourage improvement, and to stimulate professional growth. It is to be used also in helping the administrator(s) arrive at a recommendation to the Superintendent concerning contractual status and the appointment and/or promotion or dismissal of teachers. This document shall replace all previous documents dealing with evaluation and nonrenewal of teachers. This Article has no application to teacher terminations pursuant to O.R.C. 3319.16 and has no application to layoffs.

1. A Representatives of the Association shall be involved in the development of the evaluation procedures and changes in the forms used in the process.

2. *Any decision resulting in nonrenewal of contract shall be based upon documented evidence of ineffective teaching and/or for other good and just cause for teachers with more than two (2) years of service.

3. A teacher's ineffectiveness must be determined by formal classroom observations, together with corroborated and substantiated informal evaluations regarding unacceptable conduct and failure to fulfill responsibilities.

B. Scope and Purpose

DEFINITIONS

1. Electronic Teacher and Principal Evaluation System (OhioES): The electronic system used by the district to report to ODEW aggregate final summative teacher/counselor evaluation ratings.

2. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this bargaining agreement.

3. Evaluation Factors: The multiple measures *such as* walkthrough(s), observation(s), and other components that are required by law to be used in the teacher evaluation procedure.

4. Evaluation Framework: The documents created and approved by the Ohio Department of Education and Workforce (ODEW) in accordance with *Ohio Revised* Code sections 3319.111(A) and 3319.61.

5. Evaluation Instrument: The forms used by the teacher's/counselor's evaluator. OTES/OSCES and ODEW adopted forms.

6. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Revised Code sections 3319.111, 3319.112 and 3319.61.

7. Evaluation Rating: The final summative evaluation level that is assigned to a teacher/counselor based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The final rating shall not be weighted in such a way that one domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher/counselor: Accomplished, Skilled, Developing, or Ineffective.

8. Evidence: Information provided to or gathered by the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

9. Ohio School Counselor Evaluation System (OSCES): The school counselor evaluation system that is codified under sections 3319.61 and 3319.113 of the Ohio Revised Code.

10. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

11. Plans:

    a. Improvement Plan: A detailed, written plan collaboratively developed between the teacher/counselor and the evaluator, utilized when a teacher/counselor receives an Evaluation Rating of Ineffective. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system.

b. Professional Growth Plan: A written plan, self-directed for final summative Accomplished teachers or jointly developed for final summative skilled teachers or evaluator guided for Developing, between the teacher/counselor and the evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's counselor's observations and/or evaluations.

12. Teacher of Record:

    a. Assigned Educator/Teacher of Record: The primary teacher assigned to the student who meets HQT criteria and assigns grades for the student.

    b. Contributing Professional: A licensed teacher who works with a student to provide instruction.

13. Teacher/Counselor Performance: The assessment of a teacher's/ counselor's performance, resulting in a performance rating. As an evaluation factor, the teacher/counselor performance dimension is based on direct observations of a teacher's/counselor's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher/Counselor performance results are reported as a teacher/counselor performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

14. Primary evaluator: is the assigned evaluator at the beginning of the school year who will conduct all aspects of the evaluation.

15. Secondary evaluator: may be assigned where a teacher has more than one direct supervisor one of whom is a central office administrator with first hand evaluation evidence regarding the teacher.

C. Purposes

The purposes of teacher/counselor evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

2. To assist teachers/counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for student learning and growth.

3. To make decisions regarding employment, re-employment, discipline, termination. non-renewal. and layoff.

D. Application

1. The teacher/counselor evaluation procedure contained in this agreement applies to the following employees of the district:

a. Teachers/Counselors working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

b. Teachers/Counselors working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.

c. Teachers/Counselors working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.

d. Teachers/Counselors working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

E. Teacher Evaluation Committee (TEC)

1. Committee Composition

a. The committee shall be comprised of four (4) association members appointed by the association president and five (5) members appointed by the board or its designee. When voting on matters of due process, as described in section D, only four *(4)* members appointed by the board or its designee may vote. In addition to the committee members, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

b. Committee members shall be representative of the primary, middle, and high school.

2. Committee Authority

a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher/counselor evaluation.

b. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

F. EVALUATORS

1. Qualification and Role

a. An evaluator must be a full-time, credentialed contracted employee of the Independence Local School District.

b. The evaluator(s) assigned to a teacher/counselor at the beginning of a school year shall be the only evaluator(s) for that teacher for all aspects of the evaluation procedure, unless:

c. An unforeseen emergency arises and a new evaluator must be chosen, with the consent of the teacher/counselor

d. The teacher/counselor receives an ineffective administrative rating after an evaluation, in which case the teacher/counselor may request or be assigned a different evaluator for the remainder of the evaluation cycle.

e. In assessing a teacher's/counselor's performance, the evaluator shall not make judgments, or otherwise discriminate on the basis of a teacher's/counselor's age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, or union membership or activism.

G. Commitment to orientation and professional development of Teacher/Counselors

1. Unless notified by September 15 of each year, or in the case of a new teacher/counselor, within thirty (30) days of the first day employed, each teacher/counselor shall be evaluated by the building principal.

2. Professional Development

a. The board shall meet the requirements of O.R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement.

b. The administrative team shall review the teacher evaluation procedure, including recalibration of evaluation ratings annually and said review shall address the evaluation Standards for Ohio Educators/Counselors and rubrics, tools, processes, and methodology, including the use of student growth data.

H. Evaluation Structure and Procedures

1. Schedule of Evaluation

a. No teacher/counselor shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.

b. The evaluation shall be completed no later than the first day of May, and the teacher/counselor being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

2. Criteria for Performance Assessment

a. A teacher's/counselor's performance shall be assessed based on the Ohio Educator/Counselor Standards (or aligned standards) and rubrics for

teaching and the criteria provided by the ODEW and OTES/OSCES framework.

b. A teacher/counselor may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples at the post-observation conference.

c. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's/counselor's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

d. In implementing performance assessments, no teacher/counselor performance information shall be collected by video or audio devices, unless agreed upon by the teacher.

e. The district will not use video/audio evidence submitted to the ODEW by the Resident Educator as evidence to assess teaching/counseling performance.

f. No teacher/counselor shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers/counselors as a resource.

3. Observations

a. Schedule of Observations

i. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations, unless agreed upon by the teacher/counselor.

ii. Teachers/Counselors shall not receive a formal observation on a day before or after the following: the administration of standardized testing; Winter or Spring break, or any approved leave of absence of three (3) or more days.

b. Observation Conference

i. All formal observations shall be preceded by a pre-observation conference, to be determined by the teacher/counselor and evaluator.

ii. A post-observation conference shall be held during or after the evaluation cycle. If deficiencies are noted (ineffective ratings), the evaluator will meet following that specific observation, within 5 working days or mutually agreed date by bargaining unit member and evaluator.

iii. All formal observations shall be announced.

iv. In general, the post-conference discussion between the evaluator and teacher should focus on identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a Final Holistic Rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s).

I. Walkthroughs

1. Classroom Walkthroughs/Informal Observations with an Emphasis on Identified Area(s)

a. Teachers who are fully evaluated will receive at least two classroom walkthroughs. These may be announced or unannounced. Classroom walkthroughs are informal observations of less than 15 minutes with an emphasis on identified focus area(s) when applicable. The focus may be area(s) of strength, area(s) for improvement, or both. Note that during walkthroughs and the Formal Focused Observation, evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure that they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

2. Observed Deficiencies Identified During Observations and Walkthroughs

a. Formal observations and walkthroughs resulting in the identification of performance deficiencies (ineffective ratings) in relation to the approved Standards for Ohio Educators/Counselors and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided, or shared through, OhioES, to the teacher/counselor at the post-observation conference or formal debriefing.

b. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher/counselor for the purpose of remediation of identified performance deficiencies (ineffective). The evaluator may make written recommendations for performance criteria rated "developing", if appropriate.

c. If deficiencies (ineffective) or areas of recommended improvement (developing) are identified before the conclusion of the evaluation cycle, the evaluator and teacher/counselor may develop remediations of identified performance deficiencies at the post-observation conference or formal debriefing.

d. Observed deficiencies regarding a teacher's/counselor's failure to adhere to reasonable work rules and other documented performance deficiencies not noted during the formal observations or walkthroughs shall be put in writing and provided to the teacher/counselor within five (5) work days after an observed deficiency occurs.

J. Professional Growth and Improvement Plans

1. Professional growth and improvement plans shall be developed as follows:

a. Teachers/Counselors whose final summative rating is "Accomplished" or "Skilled" or “Developing” shall develop a plan for continuing professional growth.

b. Teachers/Counselors whose final summative rating is "Ineffective" shall be placed on an improvement plan. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system.

c. Teachers/Counselors who are placed on an improvement plan; the teacher/counselor and/or administrator may request a teacher/counselor mentor/coach or another mutually-agreed teacher of the district to assist with implementation of the plan.

d. An improvement plan is a clearly articulated assistance program for a teacher/counselor whose final summative rating falls below expected levels of performance.

e. The improvement plan shall include:

i. Specific teacher/counselor performance expectations, resources, and assistance to be provided;

ii. Timelines for the completion of the plan; and

iii. Monetary, time, material, and/or human resources sufficient to realize the expectations set forth in the plan.

K. Finalization of Evaluation

1. Written Report — Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be shared with the teacher/counselor and a conference shall be held between the teacher/counselor and the evaluator.

2. Completion of Evaluation Cycle

a. The summative evaluation of a teacher/counselor shall be a holistic view of his/her performance throughout the year including *evidence gathered during the walkthroughs and formal observations that are conducted for* the current school year.

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

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

d. The evaluation report shall be completed, signed by both parties, and filed with the superintendent by May 10.

e. Final Summative Rating of Teacher/Counselor Effectiveness (Effectiveness Rating) — The Superintendent/Superintendent Designee shall annually file a report to the Department of Education including only the following information: the number of teachers/counselors for whom an evaluation was conducted as well as the number of teachers/counselors assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher/counselor preparation programs and the years in which the teachers/ counselors graduated. All other information and documents obtained through the evaluation process shall be stored in OhioES and maintained by the district.

f. A teacher/counselor shall have documents stored in OhioES shared with them through the evaluation cycle.

g. The district shall submit the final summative rating of teacher/counselor effectiveness to the Ohio Department of Education and Workforce by the date required by ODEW.

h. The association president will be notified within two business days of any public records request to view or copy personnel files including evaluation information and the name of the requesting party when and if available.

3. Response to Evaluation

a. The teacher/counselor shall have the right to make a written response, within ten (10) school days of post-conference and the teacher/counselor receiving confirmation email that the evaluation has been pinned in OhioES, to the evaluation and to have it attached to the evaluation report to be placed in the teacher's/counselor's personnel file. A copy, signed by both parties, shall be provided to the teacher/counselor.

b. [Note: Re-letter] Upon furnishing the administrator with a written notice, a teacher shall have the opportunity to review any written evaluations in his/her personnel file. The date and time of the review shall be mutually agreed upon between the teacher and the administrator.

4. Electronic Teacher and Principal Evaluation System (OhioES)

a. The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be discussed in the OTES committee meetings.

L. Due Process

1. Teachers/Counselors who *disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluations rating* may request or be assigned a different evaluator for the following evaluation cycle.

2. Teacher/counselor shall be entitled to association representation at any conference held during this procedure.

3. The evaluator and teacher/counselor have a shared responsibility to ensure the teacher/counselor is evaluated consistent with these guidelines.

4. Teacher rights and obligations to demonstrate improvement: Having read and discussed the written observation or evaluation with the evaluator, the teacher shall be given the opportunity to achieve the desired improvement. It shall be the teacher's responsibility to cooperate with the principal in the development of any plan to overcome deficiencies.

M. Personnel Action

1. REQUIREMENTS: *The evaluation procedure,* as defined by the Independence Local Schools OTES committee, shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher/counselor until three evaluation cycles have been completed.

2. **Definition of Cycles:**

If you have been granted continuing contract by Independence Local School District:

Accomplished — Evaluated every 3rd year

Skilled — Evaluated every 2nd year

Ineffective or Developing will result in full evaluation

Those employees that have not been granted a continuing contract by Independence Local School or employees working in the district but contracted by an outside agency (ex.-Educational Service Center Northeast Ohio) will be evaluated every year.

Full Evaluation - On Cycle Timeline

1. Full Evaluation Timeline

Step	Completed By
Notification of Evaluation Cycle Status	September 15

Professional Growth Plan (goals written in OhioES)	October 15 (Due date for goal progress May 1) Reviewed annually no later than October 15th. Revisions only made during conferences and in writing with evaluator and evaluator present. Final review must take place before May 10th.
Observation Process/Timeline # 1 • Pre-Conference • 1st Formal Holistic Observation and Rating (minimum 30 mins.) • Post-Conference (within 5 working days of the observation) • 2 Forms of HQSD Entered in OhioES – by first observation	January 15
Observation Process/Timeline #2 • Pre-Conference • Formal Focused Observation and Rating (minimum 30 mins.) • Post-Conference (within 5 working days of the observation) • Post-Conference may serve • as the summative conference if the evaluator determines he/she is ready.	May 1
Two Walkthroughs • Informal observations and will be 5-15 minutes in length	One each semester
Final Holistic Rating • Completed in OhioES	May 10

2. Off-Cycle Evaluation Timeline

Step	Completed By
Notification of Evaluation Cycle Status	September 15
Professional Growth Plan (goals written in OhioES)	October 15 (Due date for goal progress May 1) Reviewed annually no later than October 15th. Revisions only made during conferences and in writing with evaluator

	and evaluator present. Final review must take place before May 10th.
• 2 Forms of HQSD Entered in OhioES	January 15
Two Walkthroughs • Informal observations and will be 5-15 minutes in length	One each semester
Final Holistic Rating • Completed in OhioES	May 10

These evaluation procedures shall replace and supersede the procedures identified in ORC 3319.111 and shall be used to implement ORC 3319.11.

ARTICLE XIII – ASSAULT LEAVE

A teacher who is absent due to mental/physical disability or disfigurement resulting from a physical assault other than by another Board employee which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave, provided the teacher did not provoke the assault. Such leave shall be granted under the following stipulations:

A. If such an incident should occur, the teacher shall notify his/her building principal as soon as possible and will provide, if physically able, otherwise as soon as possible, a complete written report within two (2) days after the day of the incident. This report shall provide complete details of the incident and be signed by the teacher. The report shall be forwarded to the Superintendent's office by the principal immediately upon receipt of the report from the teacher.

B. If an assault results in the teacher not being able to perform his/her duties, the time lost shall not be deducted from accumulated sick leave or personal leave. The teacher shall suffer no loss of pay, benefits or emoluments.

C. The teacher shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a licensed physician certifies that the incapacity will continue beyond such time stating the nature, severity of the disability and its anticipated duration.

1. The Board may require (at the Board's expense) that a second licensed physician's opinion be sought. In such case, a licensed physician shall be selected by the teacher from a list of three licensed physicians designated by the Board. If said licensed physician certifies that the incapacity will continue beyond the five (5) days, he/she shall certify the nature, severity of the disability and its anticipated duration.

2. If the second physician's opinion differs from the first as to whether leave is needed beyond five (5) days, or if the second physician's opinion as to the anticipated return date differs from the first physician's opinion as to the anticipated return date, the Board may require a third opinion at its own expense. The third doctor shall be selected by the teacher from the Board-designated list and shall be a tie-breaker.

D. Payment of assault leave shall be at the regular per diem rate of pay in effect for such teacher at the time of such assault, or at the rate which the teacher may become eligible in accordance with the Ohio Revised Code and/or the Agreement between the parties, less any compensation to which the teacher is entitled under the Workers' Compensation Act of Ohio.

E. If court action results, then said teacher shall be granted leave of his/her assigned duties with no loss of pay for necessary time in court.

F. The maximum time of leave for any one assault leave shall be for twelve (12) months from the date of the incident with the teacher being paid for regular teacher days during this period providing the teacher provides medical evidence, agreeable to both parties, that the teacher is incapable of performing his/her duties regardless of whether the teacher is still under an individual contract of employment.

G. Any teacher returning to work, from temporary disability assault leave, may expect to return to the same position if return is during the same school year. If the return is during the following school year, the teacher shall be returned to a position for which he/she is certificated on the same contractual basis.

H. A teacher who is on assault leave shall not accept gainful employment elsewhere.

ARTICLE XIV – PERSONAL LEAVE

A. Personal leave shall be limited to three (3) days per school year unless otherwise specified herein. These days shall be unrestricted. However, subsections D and I shall apply to the unrestricted day(s). Personal leave days will be granted in increments of no less than one-half (1/2) day.

B. These days are not cumulative unless otherwise provided herein.

C. Unless the teacher submits a written election on a form provided by the district to the Treasurer selecting one of the following options by the last teacher workday, all unused personal leave days will be automatically converted to sick leave. Multiple options cannot be selected.

1. The teacher may elect to receive a payout for all unused personal leave days at the substitute teacher rate of $135 per day, pro-rated for ½ day. Such payout shall be made no later than the first pay in August; or

2. The teacher may elect to carry over one unused personal leave day to the next school year, with all remaining unused days converted to sick leave. The teacher cannot accumulate more than four (4) personal leave days in any school year, inclusive of any carried-over day, unless otherwise provided in subsection L.

D. Personal leave cannot be used by a member for the performance of duties associated with any other employer.

E. All requests for personal leave shall be made in writing through the building principal at least three (3) calendar days in advance of the requested leave.

F. Certain emergencies may not permit a three (3) days advance written notice. Oral requests must be made to the Superintendent's office in such cases. In case of such emergency, a written reason must be submitted to the Superintendent's office not later than the second day after the teacher returns to work for the personal leave to be considered and the personal leave day shall be granted if an emergency situation existed.

G. Days for personal leave are not to be subtracted from sick leave accumulated days, unless pursuant to subsection L. Separate records are to be kept for personal leaves.

H. Teachers are not to request personal leave for reasons covered under the regular sick leave policy. These days must be charged to sick leave records.

I. Personal leave requests for days immediately preceding or after school recess and at the beginning or at the closing of school, including district wide professional development days shall specify sufficient information to establish that the need for leave is beyond the reasonable control of the teacher. For the purposes of this Article, "school recess" means winter, spring, and summer breaks as set on the school calendar as well as Labor Day and Memorial Day. "Sufficient information" includes a description of the situation which would cause the teacher to suffer a financial loss, if applicable, if such leave were not approved for the requested day.

J. Falsification of requests or improper usage of personal leave may result in disciplinary action against the teacher which may include suspension and/or termination.

K. Personal leave for long-term substitutes as well as teachers and tutors who are employed less than full time shall be earned and consumed on the same basis as it is earned and consumed for all teachers.

L. A teacher who has or will exhaust all accumulated personal leave days in a single school year and experiences an unusual and/or once-in-a-lifetime personal situation may apply to the Superintendent for approval to use additional personal leave days, provided that the total number of personal leave days used in that school year shall not exceed five (5) days. Subsections D and I apply to this leave request.

If a teacher submits such a request, the teacher may, upon approval by the Superintendent, convert accumulated sick leave into additional personal leave days in order to reach, but not exceed, the five (5) day annual maximum, as follows:

1. A teacher who has accrued four (4) personal leave days at the start of the school year may convert two (2) sick leave days for one (1) additional personal leave day.

2. A teacher who has accrued three (3) personal leave days at the start of the school year may either convert two (2) sick leave days for one (1) additional

personal leave day; or convert four (4) sick leave days for up to two (2) additional personal leave days; but not both.

Such request shall be submitted in writing to the Superintendent, and the teacher shall provide all relevant information regarding the circumstances. No more than five (5) days per school year—including those accrued at the beginning of the year and any additional days approved by the Superintendent—shall be approved. The decision of the Superintendent shall be final and not subject to the grievance procedure.

To be eligible for this conversion, the teacher must have a minimum of ninety (90) accumulated sick leave days as of the date of the request. Any additional personal leave days obtained through this conversion must be used only after all accumulated personal leave has been exhausted or consecutively with the final personal leave day used in that school year. If the converted days are not ultimately used, all unused personal leave days will be automatically converted to sick leave.

A teacher may utilize this sick leave conversion option no more than once every five (5) school years.

ARTICLE XV – PARENTAL LEAVE*

*A. Parental leave for child care, without pay, will be granted for increments of grading periods for up to one (1) full year and, at the teacher's option, for the next two (2) school years. To gain movement on the salary schedule, a teacher must be in active pay status at least one hundred twenty (120) days per school year. A day is defined as being employed at least as a 1/2-time teacher.

1. Parental leave shall be granted to any teacher regardless of the teacher's gender, marital status, or whether or not the teacher is a natural parent or an adoptive parent.

2. In the case of natural parents, parental leave can begin during the child's first year of life or within thirty (30) calendar days of child's first coming home from the hospital, whichever is later.

3. In the case of adoptive parents, parental leave can begin for a child if the child is less than four (4) years of age.

4. With the approval of the Superintendent, parental leave can begin if the child (natural or adoptive) is less than 6 years of age.

5. Parental leave shall be granted in order for a teacher to care for his/her parent.

6. Written application for parental leave shall be filed at least thirty (30) calendar days prior to the beginning of the requested leave. If the thirty (30) calendar day notification cannot be given (due to adoption), the teacher shall notify the Superintendent as soon as possible. The written application shall specify when the unpaid parental leave is to be taken and specify when the teacher will return to work.

*B. Return to work from parental leave shall coincide with the beginning of a grading period or at any other time approved by the Superintendent (other than the start of the school year). The teacher shall provide written notice of at least thirty (30) working days before the scheduled leave return date that the teacher, in fact, will be returning. The teacher who intends to return at the start of the following school year shall provide written notice to the Superintendent not later than April 1st that the teacher will be returning. A teacher scheduled to return at the beginning of a second semester shall provide written notice by December 1 that the teacher will be returning. If such written notice is provided, and the teacher returns to work upon completion of the leave as scheduled, the teacher will be returned to employment in the teacher's original position or one comparable to it provided such position or positions exist at the time of return.

*C. To avoid disruption of educational programs and work schedules, the Board shall not be obligated to return a teacher to active employment prior to the expiration of an unpaid leave requested by and granted to a teacher. If paid sick leave or unpaid leave granted to a limited contract teacher extends beyond April 30 of the teacher's contract year, the Board is not obligated to reemploy the teacher for the next school year if notice of nonrenewal is given on or before April 30 of the teacher's contract year.

*D. Upon the written request of the teacher, parental leave may be extended by the Superintendent of Schools solely at his/her discretion and recommendation to the Board for approval.

ARTICLE XVI – MISCELLANEOUS LEAVES*

A. Leave Pursuant to Summons or Subpoena

A teacher who is summoned or subpoenaed shall be granted leave with no loss of pay or other emoluments for days covered by the summons or subpoena. A maximum of three (3) such days shall be granted for each such occasion. Any compensation in excess of actual teacher expenses for meals, lodging, parking, mileage or other direct out-of-pocket expenses shall be deducted from the teacher's next pay.

B. Jury Duty

Any teacher who serves as a juror shall continue to be paid his/her salary while serving as a juror. Any remuneration received from the teacher for serving as a juror shall be remitted to the Board Treasurer, less actual expenses for parking and mileage with accompanying receipts.

C. Leave of Absence for Personal Illness or Disability

Any teacher who, after exhaustion of his/her accumulated sick leave, is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability shall, upon written request of the teacher, be granted a leave of absence without pay for up to two (2) consecutive school years. This leave shall be pursuant to the provisions of Section 3319.13 of the Ohio Revised Code or any successor provision.

D. Religious Leave

A maximum of two (2) days to any teacher shall be granted during any one school year for religious holidays that are not recognized in the school calendar and cannot be observed outside school hours. Religious leave days shall not be deducted from sick or personal leave. A teacher who uses the second day of religious leave shall perform

professional alternate duties for the equivalent of one (1) day on a schedule mutually established by the teacher and building principal.

*E. Sabbatical Leave

Teachers can take sabbatical leave in accordance with O.R.C 3319.131.

ARTICLE XVII – SICK LEAVE

A. Sick leave shall be provided in compliance with O.R.C. 3319.141.

B. Sick leave shall be granted at the rate of one and one-quarter (1-1/4) days per month for each month in which the teacher works one or more days in that month or fifteen (15) days cumulative for each year a teacher is under contract, cumulative to a maximum of two hundred eighty (280) days.

C. Sick leave is transferable to and from the Independence Schools and to and from any other public school or qualifying state agency in the State of Ohio within ten (10) years from separation of employment up to the maximum of sick leave accumulation permitted in the agency to which the teacher transfers unless the teacher formerly participated in an early retirement program.

D. All part-time teachers, long-term substitutes, ISDC person (for days under contract to ISDC) and tutors, under contract to the Board, shall consume sick leave on the same basis as it is earned.

E. Teachers may use sick leave, upon the approval of the responsible administrative officer, the Superintendent, for the following reasons:

1. Absence due to a personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to others.

2. For absence due to illness, injury or death in the immediate family. Immediate family shall be interpreted as father, mother, spouse, brother, sister, child, in-laws, grandparents or others who may be living with the teacher.

3. For absence due to death of an aunt, uncle, niece or nephew to a maximum of three (3) days during the term of this Agreement.

4. After the teacher has exhausted personal leave, the teacher may use up to three (3) days of sick leave for purposes of bereavement for those individuals not included in the definition of immediate family under this Article.

F. Teachers who use sick leave shall report absences on the District's electronic absence management system. The District will provide notice to teachers after four (4) consecutive sick leave days. After four (4) consecutive sick leave days, teachers are required to provide a notice and/or medical documentation from their physician, if the teacher is absent for an illness or injury for themselves or an immediate family member. Such notice and/or documentation shall include the name and address of the attending physician and the dates he/she was consulted. It shall also provide the anticipated duration, which shall be for informative purposes and shall not preclude the teacher from returning earlier or later than anticipated.

If the absence is for a death, the teacher must provide notification of the reason for the leave and an anticipated duration.

G. Failure to comply with this Article or falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

H. Each teacher shall be entitled to five (5) days of advanced sick leave in the event that the accumulated sick leave has been exhausted. The five (5) days advanced sick leave shall be charged against future accumulated sick leave. In the event a teacher exhausts sick leave during the course of the school year, and if additional days of absence due to illness occur, the teacher will be reimbursed in August for any sick leave days earned subsequent to the days of unpaid leave.

I. If a teacher is ill and has exhausted sick leave, the teacher's pay shall be reduced at the per diem rate.

J. If a teacher fails to report to work without an excuse, the teacher shall be subject to discipline.

K. An employee with accumulated 280 days of sick leave who experiences a catastrophic personal illness/injury, after use of thirty (30) sick days, may petition the Superintendent for application of sick days accumulated above the maximum set out in (B) above (the “excess sick days”). If such petition is approved, the employee’s sick leave accumulation will be restored up to the maximum accumulation in (B)(2) above from the excess sick days, to a maximum restoration of thirty (30) days.

ARTICLE XVIII – GROUP INSURANCE COVERAGE WHILE ON UNPAID LEAVE OF ABSENCE

A. Any teacher who is on an approved leave of absence or recall list shall have the option of maintaining group insurance coverages through the Independence School District subject to the mandates of the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.). It shall be the obligation of the teacher to make the full premium payments for whatever coverages are maintained in accordance with reasonable rules and regulations and schedules of payments as may be indicated by the Board. Arrangements for this procedure should be made by the teacher with the Board Treasurer. All fringe benefits will continue to be paid by the Board for up to six (6) months following the month in which sick leave is exhausted for a teacher who is on a disability leave of absence but is not eligible for STRS disability retirement. "Disability leave" means an unpaid leave of absence due to illness or disability of the teacher.

B. Failure to comply with the rules and regulations or the payment schedules shall constitute immediate forfeiture by the teacher of the right to maintain coverage.

ARTICLE XIX – SCHOOL CALENDAR, TEACHER LOAD AND WORK DAYS*

A.* School Calendar

1. The Superintendent will accept and review any suggestions from the staff concerning planning a school calendar. If any input by the Association or individuals is to be considered by the Superintendent, these suggestions must be

in writing and submitted for review to the Communications Committee representatives by the November Communications Committee meeting. The Communications Committee will submit its suggestions on school calendar to the Superintendent's office on or before December 1 of the year preceding the start of the next school year. If any input by individual teachers or the Association is to be considered, such suggestions must be submitted to the Communications Committee representatives in time for the Committee's November meeting.

2. The school calendar shall not exceed one hundred and eight-five (185) days, which shall occur on weekdays; however, the annual NEOEA Day shall not be one of those days.

3. Each teacher shall receive a copy of the school calendar for the coming year prior to the conclusion of the current school year.

4. In the event that calamity days are to be made up if the amount used in a school year is in excess of the amount permitted by the Ohio Revised Code, these hours shall be made up adjacent to the end of the school year.

B. School Calendar Days

1. Workdays shall be either days school is in session or in-service days when school is not in session.

2. The work day shall not exceed eight (8) hours inclusive of at least a thirty (30) minute duty-free lunch at the Middle School and High School, and at least a forty (40) minute duty-free lunch at the Primary school. Teachers who start at one school and end at another school will follow the hours of their starting school's day.

3. Teachers shall have input into creating the master schedule in each building through grade levels, teams, and/or departments.

4. In-Service Days – In-service days shall consist of either class preparation and/or professional development. Such days shall be planned and distributed as per the following:

   a. Two (2) days in August before school starts shall include the equivalent of one (1) day for classroom preparation and the equivalent of one (1) day for professional development, department and building meetings called by administrators. It is agreed that the first day in August before school starts shall be a day of classroom preparation, available to be worked in increments of time during the traditional work week/hours beginning two (2) weeks prior to the first staff in-service day. The eight hours of work, if completed before the first staff in-service day, must be recorded with the principal's office. The second staff in-service day at the start of the year becomes a full day of professional development and district/building meetings.

   b. One (1) day in January shall be designated as a teacher records day.

c. The District may plan additional professional development days during the school year in accordance with the School Calendar process.

Flex time teachers are expected to attend the full program on professional development days.

d. The district may determine to offer added time on non-scheduled work days to be used for in-service and professional development. Teacher attendance shall be voluntary. Those who participate shall be compensated at the rate of $25.00 per hour.

5. Primary Work Day (Grades K-4) – K-2 homeroom teachers shall have at least three hundred twenty (320) minutes of preparation time per week with at least thirty (30) minutes occurring daily. In addition, K-2 teachers shall not be assigned to supervise scheduled student recess.

Teachers assigned to Grades 3 and 4 homerooms shall have at least three hundred twenty (320) minutes of preparation time per week with at least thirty (30) minutes occurring daily.

K-4 specialist teachers shall have at least thirty (30) minutes of preparation time included in their daily schedule or at least three hundred twenty (320) minutes per week.

The Primary School may implement pilot programs to further increase the above-stated minimums of preparation time per week without decreasing student instruction time.

Attendance at curriculum selection and implementation and textbook adoption meetings held before or after the instructional day will be rotated among affected core subject educators by subject area. At least one of the homeroom teachers at each grade level will be in attendance at such meetings and will be responsible for sharing the results of the meeting with her/his grade level colleagues.

The teams agree to refer the following items to the Communications Committee:

- the use of internal mail to communicate straightforward information either in place of or in preparation for a meeting
- ensuring that the same information is not presented in more than one meeting
- scheduling special subject area teachers for separate meetings designed to focus on their contributions to interdisciplinary implementation of curriculum.
- concerns regarding development of agendas for building staff meetings

The standard work day shall be 7:45 am to 3:45 pm.

6. Middle School Work Day (Grades 5-8) – Each full-time middle school teacher shall have at least two (2) daily preparation periods, totaling not less than eighty (80) minutes in length, within the student day unless an additional assignment is

given with compensation of one-sixth (1/6) of the BA base salary and no bus duty. An extra assignment (teaching or duty for a period) equals one-sixth (1/6) of the BA base salary.

Any teacher assigned more than six (6) classes shall, at the start of the school year, have first choice, by district seniority, of duty assignments before, during and after the student day.

The standard work day is 7:15 am to 3:15 pm.

7. High School Work Day (Grades 9-12) – High school classroom teachers shall have at least two (2) daily preparation periods of at least forty (40) minutes. In exceptional circumstances which cannot be avoided, a high school classroom teacher may be assigned only one (1) daily preparation period of at least forty (40) minutes rather than the normal two (2) daily forty (40) minute preparation periods. In the event that this occurs, said teacher shall be given compensation of one-fifth (1/5) of the BA base salary and no more than one duty assignment.

   Any teacher assigned more than six (6) classes or more than three (3) different class preparations, shall, at the start of the school year, have first choice, by District seniority, of duty assignments before and after the student day. A teaching assignment preparation shall be any separate course with a different text, different curriculum, and its own credit. Homeroom shall be considered a before school duty.

   The standard work day is 7:15 am to 3:15 pm.

8. Independent Study

   Independent study involves one or more students working with a teacher on a for-credit activity not available to the student(s) as part of the established master schedule or as a zero-period course. Independent study is an optional undertaking for teachers. If a student contacts a teacher to request an independent study course, the student will be directed to the guidance counselor for consideration of the request. The administration must approve before a teacher may agree to undertake an independent study activity.

   A teacher who agrees to undertake an independent study course shall receive a stipend of $100 per semester per student per independent study activity. Each semester, a supplement to the master schedule shall be published which shall identify, by course, each teacher involved in independent study activity for that semester. The supplement shall be distributed to all faculty, administrators and the Board.

9. Zero-Period

   A zero-period class is one offered to students outside the normal student school day. Only teachers who volunteer may be selected by the administration to teach a zero-period class. Zero-period classes are initiated by students, teachers or the administration and are subject to approval of the administration, which will develop criteria/procedures for establishing zero period classes. A zero-period class shall not result in the involuntary reduction of a teacher's work schedule/compensation fraction. Once a zero-period class is approved, the

administration shall notify the IEA president, qualified teachers and eligible students.

Teachers selected by the administration to teach a zero-period course shall be compensated, for example, at the rate set forth in Article XIX at paragraphs 6 and 7. In lieu of additional compensation, at the option of the teacher and with the approval of the administration:

(A) The teacher selected to teach the zero-period will have her/his schedule adjusted by one period, either starting one period later than normal or leaving one period earlier than normal.

(B) The teacher selected to teach a zero-period class will be relieved from a supervisory non-teaching duty period or provided an additional preparation period for the length of time concurrent with the scheduling of the zero-period class.

10. Pre and Post Student Arrival Time – The preparation time identified in 5, 6 and 7 above shall be in addition to the time in the morning before the arrival of students and time in the afternoon following the dismissal of students after the last school bus has left the school grounds. Pre and post student arrival time shall be used as preparation time, supervision time, meeting time, individual assistance time, parent conference time, curriculum development time (curriculum development limited to 16 hours per school year) and other professional activities as requested by the administration. A teacher shall be given at least one week's notice prior to assignment of curriculum development work. Every attempt will be made to give twenty-four (24) hour advance notification of staff meetings called by the Administration. Each building shall continue to implement a flex-time (staggered start time) work schedule for teachers that does not interfere with student time. Before the start of each year teachers are able to select either the standard work day or one which starts and ends 15 minutes earlier than the standard work day. Teachers on a flex schedule are nonetheless required to attend required meetings and complete regular duty assignments. At the primary building on days of scheduled monthly staff meetings teachers on flex schedules may adjust their work day to a different flex schedule with notice to the principal. Regular reports on the implementation of the flex-time work schedule shall be shared at communications committee meetings.

11. Traveling Teachers – Travel time between buildings shall be administered as effectively as possible. Not less than fifteen (15) minutes travel time between buildings, or not less than ten (10) minutes if travelling between buildings on the same campus and the travel time is directly before or after the teacher’s lunch or prep period, will be provided. The Board shall continue to attempt to schedule travel time adjacent to the traveling teacher's preparation or lunch time. In the event the teacher does not arrive on time, the building principal shall be responsible for providing adequate supervision until the teacher arrives. In the event that a school adopts a special schedule (one which deviates from the normal daily schedule) which may cause a teacher to be scheduled in two places simultaneously, the teacher shall complete the first assignment and shall have at least fifteen (15) minutes travel to the second assignment. The building principal in the building where the second assignment occurs shall be responsible for

providing adequate supervision until the teacher arrives. The principal's supervision of students does not relieve a delayed teacher, or one with a conflicting schedule, of the responsibility to make a reasonable effort to notify the school of the delay or conflict, nor does this provision permit teachers to delay arrival for reasons within the teacher's control. Any traveling teacher who serves as a one-person department shall be exempt from duty assignment in his/her buildings. The traveling teacher's starting building is the building where the teacher has his/her first class assignment and the traveling teacher's preparation time shall be equal to that of other teachers at his/her starting building. Every effort will be made to reduce the number of traveling teachers by optimizing the use of existing staff in each building.

12. Curriculum Development – Release time will be made available for curriculum development where necessary in addition to the sixteen (16) hours referenced in Paragraph 10 of this Provision. A teacher shall be given at least one (1) weeks' notice prior to the assignment of curriculum development work to be accomplished on release time. If the curriculum development is for an alternative curriculum to the regular curriculum, release time shall be provided without having to first satisfy the sixteen (16) hours referenced in paragraph 10 of this Provision. The process for curriculum review and textbook adoption shall be defined through the Communications Committee.

C.* Teaching Load

1. High school teachers who are employed less than full-time shall receive the following preparation periods and shall be compensated on a prorated basis for salary, fringe benefits, sick leave and personal leave according to the following schedule:

Assignment(s)	Preparation Period(s)	Compensation Fraction
1 assignment	15 minutes	17%
2 assignments	30 minutes	33%
3 assignments	40-45 minutes (1 period)	50%
4 assignments	80-90 minutes (2 periods)	75%
5 or 6 assignments	80-90 minutes (2 periods)	100%

2. Middle school teachers who are employed less than full-time shall receive the following preparation periods and shall be compensated on a prorated basis for salary, fringe benefits, sick leave, and personal leave according to the following schedule:

Assignment(s)	Preparation Period(s)	Compensation Fraction
1 assignment	15 minutes	17%
2 assignments	30 minutes	33%
3 assignments	40-45 minutes (1 period)	50%
4 assignments	80-90 minutes (2 periods)	70%
5 assignments	80-90 minutes (2 periods)	80%
6 or 7 assignments	80-90 minutes (2 periods)	100%

3. Elementary teachers (K-4) may be employed on a one-half (four [4] hour) time basis. One-half time elementary classroom teachers (K-2) shall have at least one hundred forty-five (145) minutes per week of preparation time and shall not be assigned to supervise scheduled student recess. One-half time elementary classroom teachers (Grades 3 & 4) shall have at least one hundred sixty (160) minutes per week of preparation time. One-half time elementary K-4 specialists shall have at least one hundred forty-five (145) minutes per week of preparation time. An elementary teacher who is assigned to more than one-half time shall be employed full-time.

D.* Proration of Fringe Benefits for Teachers Who Do Not Complete the School Year

In the event a teacher begins but does not complete a school year on a paid basis, the teacher shall be entitled to either of the following options with regard to the package of fringe benefits to which the teacher subscribed at the time the teacher's paid days concluded.

1. The teacher's fringe benefits will continue to be paid by the Board through the first full month following the month in which paid days concluded, or,

2. The teacher may elect to have the Board continue payment of fringe benefits to the extent that the Board pays a sum equivalent to the following:

Annual Cost of the Fringe Benefits (Sept. through Aug.)	X	# of Days Paid / # of Contractual Work Days in School Year	=	Board's Obligation (less amount already paid)

3. Any teacher who has worked the school year and is on active pay status on the last calendar day before summer vacation shall have benefits fully paid by the Board for the months of June, July, and August.

4. Any teacher who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that teacher would normally receive if they had been working at the end of the school year.

E.* Duties Outside the Scheduled Day

1. There shall be no more than two (2) required evening meetings/activities for each teacher during the school year in addition to the two (2) parent conferences spoken to in F, below. In addition, each teacher shall attend one (1) other building or school district activity or event outside the school day, selected at the teacher's discretion.

2. Afternoon duties and meetings beyond the scheduled day may be required and shall not require additional compensation, providing there is not a substantial increase over the past practice. Except in the event of an emergency, regularly-scheduled building staff meetings shall not go one (1) hour beyond student dismissal time.

3. Teachers in attendance at school-sponsored or related events, within or outside the District, shall be deemed employees of the Board for the purposes of Ohio Revised Code Chapter 2744.

F.* Parent Conference Day

Parent conferences shall take place on two (2) after school and evening sessions. The dates for said parent/teacher conferences shall be determined at each building. Conferences at the Primary School shall be from 3:30 p.m. to 5:30 p.m., and from 6:30 p.m. to 8:00 p.m. At the Middle School and High School conferences shall be from 3:00 to 5:00 pm and 6:00 p.m. to 7:30 p.m. These two (2) parent conference sessions shall count as a teacher in-service day and shall be substituted for the Wednesday before Thanksgiving. No school shall be scheduled on the Wednesday before Thanksgiving.

G.* Annual Survey and Notification of Assignment

An annual survey shall be distributed to teachers in the second semester to solicit feedback regarding preferred grade level; subject area(s); and team assignment, where applicable; for the following school year. Prior to sending the notification of assignment(s), the Superintendent or designee shall review the results of the annual survey. In the event a teacher is reassigned in consecutive school years, consideration will be provided if they request to return to a grade level or assignment they taught within the last two (2) years. The Superintendent retains the discretion to make assignments, reassignments, and/or transfer decisions based on the best interests of students in accordance with O.R.C. 3319.173.

Written notice of the teacher's tentative assignment for the following year (building, classroom, subject area, grade level) shall be provided to each teacher by the last teacher day of the school year; however, if a teacher's tentative assignment for the following year is to a different "primary" classroom (i.e., the classroom where the majority of the teacher's instructional day is spent) or building, the assignment shall be provided by May 10. Any such assignments may be changed due to unforeseen circumstances.

Notification of the travel assignment will be provided upon completion of the master schedule and/or by the last day of the previous school year, whichever happens first. Such assignments may be changed due to unforeseen circumstances.

H. Moving

If a teacher is moving their "primary" classroom or to a new school building for the following school year, the teacher and principal may mutually agree to release time in the spring to support that moving process with minimal impact on students.

I. Assignment of Special Needs Students

Students referred to in this section are those under IDEA and have an Individualized Educational Program or those identified under Section 504 of the Rehabilitation Act of 1973 and have a 504 Plan. The Administrative Team referred to in this section may include but is not limited to Principals, Assistant Principals, Assistant Superintendent of Curriculum, Instruction and Assessment, and Director of Student Services. Teacher teams referred to in this section are those who provide instruction, and/or related services, and/or those involved in making educational decisions.

Each spring the High School, Middle School and Primary School Administrative Team and/or School Counselors shall meet with the Teacher Teams and related services, as appropriate, to provide for teacher input into the placement of the students (as defined above), These placement meetings will occur during the school day, with substitute coverage provided to allow all Teams to attend and participate.

They will review class size allocation among team/department members and provide input into the placement of students (as defined above) among teachers for the upcoming school year. Placement decisions will be made based upon Administrative, Counselor and Teacher Team consensus. If, after considering the best interest of the students and staff, a consensus cannot be reached, the final placement will be made by the building administrator(s).

The equivalent of one day per quarter of release time shall be made available to Homeroom teachers who instruct one or more students (as defined above) with academic and/or behavioral needs, for an average of twelve and a half hours per week. Scheduling the release time shall be mutually agreed upon and approved by the building administrator. Such release time shall be scheduled in increments of one-half or full day per teacher.

In the spring of each school year, Intervention Specialists and related service personnel employed by the District shall meet with the Director of Student Services to review projected caseloads and anticipated service demands for the following school year.

As part of this review, the Director of Student Services, in collaboration with the building principal and the affected Intervention Specialists and/or related service personnel, shall discuss professional time needs related to IEP development, ETR completion, documentation, compliance responsibilities, and related service planning.

Based on projected caseloads and operational feasibility, the parties may identify appropriate opportunities within the existing school calendar for the following school year to support these responsibilities. Such opportunities may include, but are not limited to:

- Scheduled professional development days;
- Days when students are engaged in field trips, building transitions, or non-content-specific activities; and/or
- Other district-designated days where student instructional impact is minimized.

Any professional time identified through this collaborative process shall be scheduled within the existing contracted work year, not constitute additional compensation unless otherwise mutually agreed by the Association and District, not create a guaranteed minimum number of release days, not carry over from year to year, and remain subject to final approval by the Director of Student Services and building administration based on district operational needs.

ARTICLE XX – LAYOFFS*

The following shall govern any layoffs:

*A. Layoff and recall of continuing contract teachers shall be governed by the Ohio Revised Code, provided that a teacher will not be eligible to bump or accept recall into a licensure/certification area where she/he will not hold Highly Qualified ("HQ") status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is certified/licensed and is HQ.

*B. Whenever the Board determines a reduction in force is needed (including financial reasons), the least senior limited contract teacher(s) currently teaching in the area affected shall first be laid off, except that teachers with certification/licensure and actual teaching experience in other teaching areas at Independence prior to the date of the layoff may displace limited contract teachers who have lesser seniority in those other areas, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is HQ for the period set out in paragraph E below. A layoff shall not result solely from the offering of physical education courses during the summer months.

*C. Seniority means total years of service at Independence in a position for which a certificate/license is required. Authorized leaves for illness/disability (Article XVI), parental purposes (Article XV), or unpaid Family and Medical Leave Act leave (Article XXXVI) will not be counted toward the teacher's seniority. Among those with the same length of service, seniority shall be determined by:

1. The date of the Board meeting in which the teacher was hired and then by

2. The date the teacher signed a limited contract upon initial employment with the Board and then by

3. The date the first job application was received.

*D. Layoff of limited contract teachers, other than for performance reasons as established by the Teacher Evaluation and Nonrenewal Article of this Agreement, shall result in that teacher being placed on the recall list. The Association President shall be provided with a current copy of the recall list. Teachers on the recall list shall be recalled to available positions with the preference within certification/licensure areas being given to teachers with the most seniority if the teacher has certification/license and teaching experience in Independence in the teaching area where the opening occurs. Notice of recall will be issued to the most senior teacher with the appropriate certification/licensure, regardless of whether the teacher holds HQ status. However, a teacher will not be eligible for recall into a position where she/he will not hold HQ status by the start of the assignment. If the teacher does not meet the foregoing criteria but is certificated/licensed to teach the open position, the teacher shall be interviewed before candidates from outside the system are interviewed and shall be given prime consideration for openings, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment.

*E. Teachers shall remain on the recall list for three years.

*F. For layoffs which are initiated on or after August 1, 2006, available positions for recall shall be considered to occur whenever a teacher dies, resigns, retires, is terminated, or takes a leave of absence which may reasonably be anticipated to be for one (1) full school year, or is nonrenewed and the position is not eliminated, or whenever a new bargaining unit position is created. Where a teacher accepts recall to a long term substitute position of one (1) school year, at the end of that year she/he will be eligible for recall to other positions as set out in paragraphs (A) and (D) above or, if no such positions are available, returned to the recall list for the remainder, if any, of the recall period set out in paragraph (E) above.

*G. An offer of recall which is refused shall eliminate the teacher's placement on the recall list.

*H. The teacher shall provide the Board with the teacher's current address. An offer of recall shall be made by certified letter to the teacher's last home address on file with the Board.

*I. Upon return to service, the teacher shall be given credit for all years of teaching service which were previously recognized by the Board. A teacher recalled to a part-time job shall have priority to full-time positions or positions offering greater employment in accordance with seniority prior to the recall of less senior teachers providing the teacher meets the criteria for recall as set forth in Paragraph D above.

*J. This Article has no application to teachers terminated pursuant to O.R.C. 3319.16 or nonrenewed pursuant to the Teacher Evaluation and Nonrenewal Article.

K. Procedure for Teachers Under OTES

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.

2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

    a. Certification/Licensure within the affected teaching field

    b. Comparable evaluations as defined in this Agreement

    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

3. Third, should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:

a. Certification/Licensure within the affected teaching field

b. Comparable evaluations as defined in this Agreement

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

5. For reduction in force purposes evaluations that are rated Accomplished, Skilled, and Developing will be considered comparable for the purposes of Reduction in Force for the duration of this agreement. Evaluations that are rated as Ineffective will be considered a separate category for purposes of Reduction in Force for the duration of this agreement.

6. A teacher will not be eligible to bump or accept recall into a licensure/certification area where she/he will not hold Highly Qualified ("HQ") status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is certified/licensed and is HQ.

7. Layoff of limited contract teachers, other than for performance reasons as established by the Teacher Evaluation and Nonrenewal Article of this Agreement, shall result in that teacher being placed on the recall list. The Association President shall be provided with a current copy of the recall list. Teachers on the recall list shall be recalled to available positions with the preference within certification/licensure areas being given to teachers with the most seniority if the teacher has certification/license and teaching experience in Independence in the teaching area where the opening occurs. Notice of recall will be issued to the most senior teacher with the appropriate certification/licensure, regardless of whether the teacher holds HQ status. However, a teacher will not be eligible for recall into a position where she/he will not hold HQ status by the start of the assignment. If the teacher does not meet the foregoing criteria but is certificated/licensed to teach the open position, the teacher shall be interviewed before candidates from outside the system are interviewed and shall be given prime consideration for openings, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment.

8. Teachers shall remain on the recall list for three years.

9. Available positions for recall shall be considered to occur whenever a teacher dies, resigns, retires, is terminated, or takes a leave of absence which may reasonably be anticipated to be for one (1) full school year, or is nonrenewed and the position is not eliminated, or whenever a new bargaining unit position is created. Where a teacher accepts recall to a long term substitute position of one (1) school year, at the end of that year she/he will be eligible for recall to other positions as set out in paragraphs (A) and (D) above or, if no such positions are

available, returned to the recall list for the remainder, if any, of the recall period set out in paragraph (E) above.

10. An offer of recall which is refused shall eliminate the teacher's placement on the recall list.

11. The teacher shall provide the Board with the teacher's current address. An offer of recall shall be made by certified letter to the teacher's last home address on file with the Board.

12. Upon return to service, the teacher shall be given credit for all years of teaching service which were previously recognized by the Board. A teacher recalled to a part-time job shall have priority to full-time positions or positions offering greater employment in accordance with seniority prior to the recall of less senior teachers providing the teacher meets the criteria for recall as set forth in Paragraph 9 above.

13. This Article has no application to teachers terminated pursuant to O.R.C. 3319.16 or nonrenewed pursuant to the Teacher Evaluation and Nonrenewal Article.

ARTICLE XXI – FAIR SHARE FEE

A. The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

B. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.

C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No teacher is required to become a member of the Association.

D. The Association on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) days of receiving the written claim;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

ARTICLE XXII – AVAILABLE POSITIONS

Available bargaining unit positions (including supplementals) that are new or become vacant will be posted electronically. Bargaining unit members will also receive an e mail notification of the vacancy. A vacancy occurs when the Board creates or restores a position or determines to fill a position covered by this Agreement for an employee who leaves his/her position for any of the following reasons:

1. Death

2. Retirement

3. Resignation

4. Termination

5. Nonrenewal

6. Transfer to a vacant position. A vacancy is not caused by a job swap between two current bargaining unit members.

The building principal or interviewer will notify internal applicants prior to Board action on filling that position. All vacancy postings shall specify the tentative subject area and/or grade level. A second posting of all remaining supplemental positions shall be completed prior to the last instructional day. Vacancies will be posted in the following manner:

A. Summer Posting

1. Notification of the available position will be made as set forth above.

2. The posting will allow at least ten (10) days from the time of the posting and the date of issuance of the paychecks for interested parties to apply unless the start

of the new school year requires a shorter period, in which case that period shall be specified in the notification of the available position.

B. School Year Positions

During the school year, the posting of new or available positions will be accomplished as set forth above.

C. Priority to Teacher on Layoff

Before other candidates are considered, available positions shall first be offered in accordance with the order of seniority to teachers on the recall list, first within the category of continuing contract teachers who have the proper certification and then within the category of limited contract teachers who meet the recall requirements as stated in the layoff provision. This may be done verbally but shall also be confirmed in writing. A copy of the confirmation will be sent to the Association President. A bargaining unit position need not be posted if a laid off teacher on the recall list accepts recall to the position. However, all teachers on the recall list will be notified that the teacher has been recalled and the assignment to which the teacher has been recalled. An updated version of the recall list shall be provided to the Association President and all teachers remaining on the recall list.

D. Interview Requirement

Before a person outside the bargaining unit may be appointed to fill an opening, teachers, long-term substitutes, the ISDC person and tutors certified/licensed for the position who timely request consideration shall be offered an interview. Upon completion of the selection process, a teacher who has been interviewed for the position shall be notified as to whether or not he/she received the position.

E. Supervisory or managerial positions will be posted pursuant to Section A or B of this provision. However, no other section of this provision is applicable to the filling of supervisory or managerial positions.

ARTICLE XXIII – SEVERANCE PAY

A. Except as is provided in paragraphs C. and F. below, at the time of retirement from active service with the Board, a teacher may elect to receive severance pay equal to thirty-five percent (35%) of the value of the teacher's accrued but unused sick leave at the time of retirement up to a maximum of seventy-five (75) days for those retiring. The severance shall be based upon the teacher's highest per diem rate of pay while employed by the District. This payment shall be based on the teacher's per diem rate of pay for 185 days (exclusive of any compensation under a supplemental contract). This payment shall be based on the teacher's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. A teacher may receive only one payment under this Article and shall receive said payment within sixty (60) calendar days of retirement. As used in this Article, "retirement" means, (1) disability or service retirement under the State Teachers Retirement System or another state retirement system, (2) resignation (including a resignation by a rehired retiree), if the teacher is at least fifty-five (55) years of age and has at least ten (10) consecutive years of service (with the approved leaves of absence not contributing to nor interrupting service) with the Board, or (3) being laid off if the teacher has had at least twenty-five (25) years of consecutive years of service (with approved leaves of absence not contributing to nor interrupting service) with the board.

B. In addition, if a teacher dies prior to severing employment and would be eligible to receive severance pay under paragraph A if the teacher had retired or resigned on some day before his or her death, severance pay in the amount described in Paragraph A above shall be paid to the teacher's spouse, or, if there is no spouse, to the teacher's estate.

C. Deferral of Certain Types of Severance Pay

1. Notwithstanding anything in Board policy to the contrary, in accordance with the terms of this agreement, 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"), certain employees who are entitled to severance pay under Paragraph A. above shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement shall be referred to herein as the "403(b) Plan". The provisions of this resolution are effective for all employees whose retirement effective dates are after the date of this agreement.

2. The terms of the aforementioned 403(b) Plan shall include the following:

a. Participation in the 403(b) Plan shall be mandatory for any teacher who meets the following requirements:

i. The teacher is entitled to Severance Pay on account a retirement described in Paragraph A(1) above or a resignation described in Paragraph A(2) above; and

ii. The teacher's last day of employment is in or after the calendar year that includes the teacher's 55th birthday.

b. For purposes of the 403(b) Plan, the term "Severance Pay" shall include any amounts that are payable to the retiring teacher pursuant to Paragraph A above.

c. 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 total amount of the Participant's Severance Pay. Except as provided below in paragraph C.3, the required contribution to the 403(b) Plan shall be made within the timeframe described in Paragraph A regarding the payment of Severance Pay.

d. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

i. The total amount of the participant's Severance Pay, or

ii. The maximum contribution amount allowable under the terms of the 403(b) Plan.

In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).

e. To the extent that an employee's severance pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan within the first fifteen (15) days of January in subsequent calendar years to a maximum of five (5) calendar years after the calendar year of the teacher's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the member in cash.

f. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of approved Board vendors. A participant in the 403(b) Plan shall complete the vendor enrollment forms, and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.

g. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and then paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

h. The Plan Year of the 403(b) Plan shall be the calendar year.

i. After adoption of the 403(b) Plan, any administrative fees shall be borne by the Board of Education.

D. Any teacher who is entitled to Severance Pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with paragraph A above. The teacher may elect to defer such payments to a TSA, as is permitted by law and Board policy.

E 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.

F. <u>Health Reimbursement Accounts</u>

1. Notwithstanding anything in Board policy to the contrary, in accordance with the terms of this agreement, and any related provisions of a plan document adopted by the Board to comply with the requirements of IRC Sections 105 and 106, all employees who are entitled to severance pay under Paragraph A. above shall have fifty percent (50%) of their "Severance Pay" (as defined above in Paragraph A.) mandatorily paid into a "Health Reimbursement Account" ("HRA").

This arrangement shall be referred to herein as the "Health Reimbursement Plan." The provisions of this resolution are effective for all employees whose retirement effective dates are after the date of this agreement.

2. Under an HRA, the retiring teacher and his/her spouse/dependent may be reimbursed for the following types of health care expenses:

   a. Premiums for the purchase of health care insurance, including amounts paid for coverage under the STRS or another retirement system health care plan; and

   b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.

3. The amounts credited to a retiree's account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of both the retiree and his/her spouse. In the case of forfeiture, the money is retained in the Health Reimbursement Plan and credited to the HRAs of all of the remaining Health Reimbursement Plan participants in an equal amount.

4. The Board is permitted to establish a plan document for the Health Reimbursement Plan that will be designed to comply with the requirements of all applicable laws, including federal tax laws.

5. The IEA has requested that the Board maintain the Health Reimbursement Plan and individual HRAs for retirees pursuant to the "approved Board vendor Health Secure HRA Employer Documents" that were previously established for the Retirement Incentive Plan (the "approved Board vendor Plan"). Under the approved Board vendor Plan, the HRA will be maintained pursuant to a contractual arrangement between the Board and "HRA Administrator, LLC." The AIG Plan further provides that the Board will pay its HRA contributions directly to HRA Administrator, LLC; that HRA Administrator, LLC is not required to maintain a separate account with respect to monies deposited by the Board; and that HRA Administrator, LLC has discretion to invest all assets of the approved Plans in an omnibus account with securities registered in the name of a nominee, custodian, or transfer agent designated by HRA Administrator, LLC. Accordingly, the approved plans do not provide that the monies deposited with HRA Administrator, LLC will be held by, invested with, or otherwise guaranteed by an approved Board vendor; and further provides that the funds deposited by the Board may be commingled with funds of other customers of HRA Administrator, LLC.

G. Early Notification Incentive

As an incentive for a teacher to provide early notification of his/her intent to retire, the Board will pay a teacher providing notification between November 15 and February 15 as follows:

a. Notification by November 15 – $600.00

b. Notification by December 15 – $500.00

c. Notification by January 15 – $400.00

d. Notification by February 15 – $300.00

ARTICLE XXIV – SALARY SCHEDULE AND RELATED ITEMS*

*A. Certificated Personnel

The BA base salary shall be $52,866 effective for the 2026-2027 school year and shall increase to $54,716 for the 2027-2028 school year and shall increase to $56,631 for the 2028-2029 school year.

Effective August 1, 2026, bargaining unit members who were subject to a freeze in step advancement during the 2011-2012 and/or 2013-2014 school years shall be advanced on the salary schedule to the step they would have attained as if the freeze had not occurred. For purposes of this section, a bargaining unit member shall be deemed eligible for such advancement consistent with the provisions of this Agreement governing step movement during the referenced years.

This adjustment shall apply on a prospective basis only and shall not result in any retroactive compensation. This adjustment shall be a one-time change to salary schedule placement. Placement under this provision shall be limited to the existing steps of the adopted salary schedule. Employees shall not be placed beyond the maximum step, and those who have already reached the maximum step shall not receive additional advancement.

Following such placement, bargaining unit members shall advance on the salary schedule in accordance with the standard step progression provisions of this Agreement. Nothing herein shall alter lane placement or movement as otherwise provided in this Agreement.

Bargaining unit members shall receive their salary notice by June 30, 2026, and shall have fifteen (15) days to dispute step placement for the 2026-2027 school year.

*B. Course Credit

1. Hours beyond the bachelor's degree shall be calculated in terms of semester hours. Teachers advancing to the BA+12 column may count any graduate course related to education or their field of certification with prior approval of the IPDC. Teachers advancing to the BA+24 column may count any coursework in pursuit of a master's degree program to which the teacher is admitted. Teachers seeking to advance to the MA+18, MA+27, MA+36, MA+54 and Ph.D. columns may only count courses approved by the Independence Professional Development Committee and following submission by the teacher and approval by IPDC of an individual professional development plan. No teacher's placement on the salary schedule shall be reduced as a result of this provision.

   Undergraduate courses, if requested by the administration and earned after the time the bachelor's degree was conferred, shall be counted for placement on the salary schedule.

2. The IPDC portal is where teachers submit requests to take graduate coursework for licensure renewal and/or salary advancement. All graduate courses must be entered and approved in the IPDC portal before the course is taken.

*C. Transcript Requirement

To receive proper placement on the salary schedule, it is the teacher's responsibility to have an official transcript placed in the Superintendent's office by October 1 for first semester placement; prior to January 20, for second semester placement and to complete the form for salary schedule movement (Salary Schedule Mobility Form, Appendix D). In the case of a transcript received after October 1 and before January 20 of any year, the increase shall be prorated for a half year and paid over the remaining time of the contract. Appropriate proof shall substitute temporarily for the official transcript. For purposes of this paragraph an “official transcript” is one sent directly from the College or University to the Board office. Upon receipt the Board office shall provide notice of receipt and a copy to the affected teacher.

*D. Mileage – Job Related

1. Traveling Teachers – Teachers assigned to work in more than one (1) building during the same workday on a regular basis shall be designated as Traveling Teachers and shall receive an annual stipend as follows:

   One (1) inter-building assignment: $175 per school year

   Two (2) inter-building assignments: $225 per school year
   Three (3) inter-building assignments: $325 per school year

2. Other Mileage

   a. Teachers shall be reimbursed at the greater of the current IRS mileage rate or the district mileage rate. This rate shall be no less than the Board approved rate for any other school group whenever they are required to drive their own automobiles for school-related business. This shall not include the teacher's daily trip to and from school to fulfill daily teaching duties.

   b. Trips for which mileage is to be paid must have prior approval by the Superintendent or the building principal on the form provided. Forms shall be available in the school offices. In emergency situations, the prior approval requirement may be waived.

E. Homebound Tutoring

Whenever possible, homebound tutoring shall be offered to teachers. The rate of pay for homebound tutoring shall be .00052 of the BA base per hour plus mileage. Mileage shall be paid only in the event that the tutoring takes place outside the boundaries of the Independence School District.

*F. Period Substitution at the Middle School and at the High School

1. In the event regular substitutes are not available, period substitution may be implemented.

2. Each teacher (except for traveling teachers) and counselor will be in an "on-call" period substitution rotation schedule. No teacher will be asked to perform period substitution more than one (1) period per day.

3. There will be two "on-call" rotation schedules – a middle school, and a high school rotation schedule.

   HIGH SCHOOL AND MIDDLE SCHOOL:

   A period substitution list is created by the principal by semester; the list is maintained by the principal's secretary. Assignments will rotate among affected teachers as needed.

4. The teacher who is doing the period substitution may modify the provided lesson plan if he/she has either safety or liability concerns.

5. Each teacher is required to have on file with his/her building principal two (2) emergency "stand alone" lesson plans.

6. If, and only as a last resort because of substitute unavailability, three (3) or more students are placed into another class or six (6) or more students are placed into a teacher's study hall, the teacher of that class or study hall shall be compensated at the period substitution rate. If, and only as a last resort due to substitute unavailability, a class is split and put into several classes and/or a teacher's study hall, the receiving teachers shall equally split the period substitution amount.

7. The period substitution rate shall be .00052 of the BA base per class period covered. Homeroom coverage does not qualify for period substitution compensation.

8. A bonus of fifty dollars ($50.00) will be paid after a teacher has completed five (5) period substitutions per school year. A bonus of ten dollars ($10.00) shall be paid for each additional period substitution beyond five (5) in a school year. Payment will be made in a lump sum in the regular bi-weekly paycheck. Period substitutions remaining at the end of the school year cannot be carried over to the next school year. Mandatory period substitution shall be capped at five (5) times per semester.

*G. Period Substitution at the Primary Level

1. In the event regular substitutes are not available, teachers may serve as substitutes during their preparation periods on a voluntary, rotational basis. However, if no teacher agrees to period substitute, and a period substitute is needed, the principal has the right to assign a teacher to this responsibility.

2. It is the administration's responsibility to make all of the arrangements for period substitution.

3. Compensation for period substitution shall be .00052 of the BA base per class period covered.

4. A bonus of fifty dollars ($50.00) will be paid after a teacher has completed five (5) period substitutions per school year. A bonus of ten dollars ($10.00) shall be paid for each additional period substitution beyond five (5) in a school year. Payment will be made in a lump sum in the regular bi-weekly paycheck. Period substitutions remaining at the end of the school year (not used toward a bonus) cannot be carried over to the next school year.

H. Summer Enrichment

Compensation for summer enrichment shall be at the rate of .00052 of the BA base per hour.

I. Summer School, Intervention and "Jump Start"

Compensation for approved “for-credit” courses offered during the summer and implemented in accordance with the Board approved course of study as well as approved Intervention and "Jump Start" activities shall be provided at the rate of $24.00 per hour.

J. Compensation for Providing Pre-Approved Computer In-Services

Compensation for Providing Pre-Approved Computer In-Services shall be .001 of the BA base per contact hour.

K. Saturday Detention

Compensation for Saturday detention shall be at the rate of .00034 of the BA base per hour to a maximum of eight (8) hours per day.

L. Merit Incentive for Attendance

Each teacher (not including tutors), full or part time, who has used no sick or personal leave during a semester shall receive a merit incentive for attendance of $200 for that semester. If a teacher uses sick leave on a day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Provision. Payment of the incentive shall be made no later than the second pay following the close of the semester.

M. Special Notations (Longevity Pay)

1. Under all BA columns, any teacher who has seventeen (17) or more years of credited salary schedule experience shall receive a 2.5% salary increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base; any teacher with twenty (20) or more years of credited salary schedule experience shall receive a 5.0% salary increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base. Any teacher with twenty-two (22) or more years of credited salary schedule experience shall receive a 7.5% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base; any teacher with twenty-four (24) or more years of credited salary schedule experience shall receive a 10.0% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base. Any teacher with twenty-six (26) or more years of salary schedule experience shall receive a 12.5% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base.

2. Under all MA columns, any teacher who has seventeen (17) or more years of credited salary schedule experience shall receive a 2.0% salary increase of the

effective 2017-18, 2018-19 and 2019-20 school years starting base; any teacher who has twenty (20) or more years of credited salary schedule experience shall receive a 4.0% salary increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base. Any teacher with twenty-three (23) or more years of credited salary schedule experience shall receive a 6.0% salary increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base; any teacher with twenty-five (25) or more years of credited salary schedule experience shall receive a 8.0% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base. Any teacher with twenty-seven (27) or more years of credited salary schedule experience shall receive a 10.0% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base. Any teacher with twenty-nine (29) or more years of credited salary schedule experience shall receive a 12.0% increase of the effective 2017-18, 2018-19 and 2019-20 school years starting base.

3. Pay pursuant to the Notation shall be in two (2) equal installments. The first installment shall be by separate electronic transfer with the second payroll in December. The second installment shall be by separate electronic transfer with the second payroll in June.

N. Retire/Rehire

1. A staff member who is considering a resignation for the purpose of STRS retirement to be followed by re-employment with the District ("Retire/Rehire") may submit a request for Retire/Rehire re-employment to the Superintendent. Requests for Retire/Rehire to take effect at the beginning of the first semester of the next school year shall be submitted not later than March 1. Requests for Retire/Rehire to take effect at the beginning of the second semester shall be submitted not later than October 1. A staff member may make such a request once to the Superintendent. The Superintendent reserves the right to grant preliminary approval or deny the request for Retire/Rehire re-employment. The staff member and the Association do not have a right to challenge the Superintendent's decision to grant or deny the request for Retire/Rehire re-employment and no grievance or professional concern may be initiated with respect to such decision. The Superintendent shall respond to the member's request within forty-five (45) calendar days.

2. Only staff members who retire from the Independence Local School District shall be considered for employment under this article before retired teachers from other school districts if the staff member has been given preliminary approval.

3. Retire/Rehire employees (RRE) will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.

4. Upon employment, RREs will be placed at Step 5 on the salary schedule and given full credit for their educational level. RREs will advance on the salary schedule each year.

5. RREs are eligible to participate in the District’s alternate health insurance plan, dental and vision programs.

6. RREs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of RREs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.

7. RREs will be evaluated in accordance with the terms of the Negotiated Agreement.

8. RREs may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the RRE shall make contributions to STRS that will fund a single life annuity with a reserve based on the RRE's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see Ohio Revised Code 3307.35.

9. Seniority for RREs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the RREs entire "post-retirement" tenure (i.e., the RRE shall remain at the bottom of the RIF list). In the event of a reduction in force, the RRE will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.

10. RREs are not eligible for severance pay for accumulated Sick Leave.

11. RREs will be eligible to accumulate Sick Leave with five (5) days being carried over to the next school year if eligible.

12. Subject to these provisions, RREs are part of the bargaining unit.

13. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

14. RREs who retire from Independence schools that had a supplemental position in the year they retired can apply for the same supplemental position. If approved, s/he will be maintaining their years of experience.

ARTICLE XXV – SUPPLEMENTAL SALARY SCHEDULE

A. Ratio to Base

All supplemental salaries shall be paid at the rate set forth in the attached Supplemental Salary Schedules. Effective August 1, 2026, all supplemental salary ratios are applied to the BA minimum in effect on August 1, 2026.

B. Experience Credit

Upon the initial employment of a teacher in a supplemental position, credit may be given for experience in the particular activity or sport at the discretion of the Superintendent, but in no case shall the person be credited with more than his/her actual experience. Once a teacher is placed on the schedule, the teacher can only move a year for each

year of experience in the sport or activity, and the teacher must move a year for each year of experience. A teacher who functions in the position of assistant and is promoted to the head position, shall be given credit for experience so that the head position is placed on a column resulting in a higher pay than any assistant in that sport or activity. If an assistant is moved to a higher assistant's position, the assistant shall be placed in a column resulting in a pay increase.

C. Bargaining Unit Priority

Whenever a vacancy occurs or a new position is created on the Supplemental Salary Schedule, the administration shall first post the opening and seek applicants from within the recognized bargaining unit. If no qualified teacher applies within the time designated for applications, then, and only then, the administration may seek and hire applicants from outside the recognized bargaining unit. All such vacancies shall be posted in accordance with Article XXII, Available Positions. The building principal or interviewer will notify internal applicants prior to Board action on filling that position.

D. Payment Schedule

1. Supplemental salaries shall be paid according to one of the two following payment plans:

   a. Activities which are less than the full school year shall be paid in one payment aligned with the athletic seasons as follows: 1) fall season, second pay of November; 2) winter season, first pay of April; and 3) spring season, second pay of June. Non-athletic supplementals, which are less than the full school year, will be paid on the above date closest to but beyond the end of the supplemental work, as determined by the Supplemental Committee. At the beginning of the school year, supplemental pay dates for each activity less than a full school year shall be distributed to all teachers.

   b. Activities which are for the full school year will receive two installments, on the first pay date after the end of the first semester and the last pay date in June, except those contracts of $300 or less shall be paid on the last pay date in June.

2. The last payment installment shall not be issued until all requirements of the supplemental contract are completed.

E. Process for Recommending a New Supplemental Position

1. Year 1: Activities may be established by teachers for up to one year with prior administrative approval. These activities are uncompensated.

2. Year 2: After successful completion of a Year 1 activity, teachers who wish to create a Pilot Club may submit a written application to the building principal or Athletic Director by May 1st of the Year 1 activity school year. The application must describe the proposed Pilot Club in detail. Upon receipt, the administrator will review the application and may offer suggestions. If the administrator and teacher reach agreement on a final proposal, it will be forwarded to the Supplemental Committee for consideration to become a Pilot Club. Pilot Clubs may be established on a trial basis for one school year with Supplemental

Committee approval and will be compensated at the designated Pilot Club rate of three hundred and twenty-five dollars ($325) for the Pilot Club year.

3. After successful completion of the Pilot Club year, if the administrator and Pilot Club advisor agree that it should continue, it will be sent to the Supplemental Committee for review. Administrators must submit for review by May 1st of the Pilot Club school year to be considered by the Supplemental Committee. The Committee will determine whether to make a recommendation to the Superintendent that the Pilot Club be added to the contract as a supplemental (The process for consideration of a new supplemental is in subsection F below).

   If the administrator and teacher disagree on the advancement of the Pilot Club, there can be an appeal made to the Supplemental Committee for review.

F. The supplemental committee will complete an annual review of supplementals, including without limitation any Pilot Clubs being recommended for supplemental status, and submit its recommendations to the Superintendent no later than May 30. The Board shall be free to determine which supplemental salary positions exist and which are filled. Pay for supplemental duties shall be negotiated with the Association if new bargaining unit positions are created by the Board and the salary is not already stipulated in the Supplemental Salary Schedule, or if the duties connected with existing positions are substantially altered, the pay for the newly created or altered position shall be negotiated by the Superintendent and not more than two (2) designees of the Association President. The pay that is determined by the group shall be considered an addendum to the existing Supplemental Salary Schedule. In the event the group cannot reach an agreement and the Board still wishes to establish the position, the matter shall be submitted to Step IV of the Grievance Procedure.

   The Association leadership will be informed of any supplemental positions placed in inactive status, as well as any newly created supplemental positions prior to the end of the school year. Inactive status means any supplemental position(s) that is unfilled for a minimum of three (3) continuous school years.

G. Department Coordinators

1.

Department(s)	Yearly Compensation
English/Language Arts (K-12)	.04
Library/Media (K-12)	.04
Math (K-12)	.04
Science (K-12)	.04
Social Studies (K-12)	.04
Physical Education/Health (K-12)	.04
Art (K-12)	.04
Music (K-12)	.04
Foreign Language (5-12)	.027

2. The Superintendent may recommend to the Board the appointment of the Department Coordinators who shall perform the duties outlined in the job description adopted by the Board. If the position of Department Coordinator is to be filled, the Department Coordinator shall be appointed for a one (1) year term and paid according to Article XXV (F) of the Agreement.

H. Pre-Season and Non-School Time Coaching Salaries

1. All football coaches, volleyball coaches, and soccer coaches are expected to complete at least fifteen (15) days of pre-season and/or non-school time coaching activities.

2. All wrestling coaches, basketball coaches, cross-country coaches, golf coaches, and cheerleader advisors are expected to complete at least ten (10) days of pre-season and/or non-school time coaching activities.

3. All track coaches, baseball coaches, and softball coaches are expected to complete at least five (5) days of pre-season and/or non-school coaching activities.

ARTICLE XXVI – TAX-DEFERRED TEACHERS CONTRIBUTIONS TO STRS

A. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required by the State Teachers Retirement System (STRS) to be paid as a teacher contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a tax-deferred teacher contribution to STRS. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount sent to STRS. The Board's total combined expenditures for teachers' total annual salaries otherwise payable under this Agreement, as amended, (including tax-deferred teacher contribution) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the tax-deferred teacher contribution. The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the tax-deferred teacher contribution. The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the tax-deferred teacher contribution. The Board shall compute income tax withholding based on gross income as reported to the respective taxing authorities.

C. Severance pay, supplemental pay and index and similar matters shall be based upon total annual salary as set forth in the appropriate SALARY INDEX schedule.

ARTICLE XXVII – FRINGE BENEFITS* - Effective Through And Including December 31, 2026

The Board shall pay the full cost of the following fringe benefits provided that teachers who elect such coverage shall pay, by payroll deduction, 12% of the employee premium for those employees who elect option A composed of medical plan 7A and RX Plan 4 effective October 1, 2012 (a description of the coverage provided in Option A is set forth below). Employees who elect to continue with the current health insurance program (Option B) shall pay 15% of the employee premium costs. There shall be a minimum value plan (Option C).

The Option A, B and C plans are more completely described below. Each year of the agreement during the open enrollment period, employees may elect the plans associated with Option A (12% employee contribution), Option B (15% employee contribution) or Option C for that year. All Premium Coverage shall be effective the first day worked, and the teacher shall have the option of selecting single or family coverage.

*A. Hospitalization and Major Medical Insurance

1. For employees electing Option B, the Board shall provide to teachers a plan equal to or one that surpasses the SuperMed Plus Plan (see attached Benefit Schedule). The Insurance Study Committee shall continue to explore options for providing the health insurance referred to in this paragraph. The Board may select the insurance carrier of its choice as long as the coverage and benefits are equal to or surpass the current coverage that is described in the attachment.

2. The contribution of part-time teachers shall be prorated based upon the level of compensation paid to the part-time teacher by the Board.

The following is the description of the health insurance program available to those employees who elect Option A:

INDEPENDENCE —
Medical Option 7A
SuperMed Plus
HCR (Non Grandfathered)

Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	26 26 Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Waived	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Does Apply	
Benefit Period Deductible — Single/Famity[1]	$100 / $200	$200 / $400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) — Single/Family	$500 / $1,000	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury)[2]	90% after deductible	70% after deductible
Specialist Office Visit[2]	90% after deductible	70% after deductible
Urgent Care Office Visit[2]	90% after deductible	70% after deductible
ALL Immunizations	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)		
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy – Facility and Professional (Combined 40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy — Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy— Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation,	90% after deductible	70% after deductible
Emergency use of an Emergency Room[4]	$50 copay, then 90%	$50 copay; then 70%
Non-Emergency use of an Emergency Room[5]	$100 copay, then 90%	$100 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing / Allergy 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 (120 visits per benefit period)	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 — Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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.
[2]The office visit copay applies to the cost of the office visit only.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

The following is the description of the health insurance program available to those employees who elect Option B:

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Older Aged Child	26 26 Removal upon Birth Date	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived, All Others 6-9	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Does Apply	
Benefit Period Deductible — Single/Family[1]	None	$200 / $400
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) — Single/Family	None	$500 / $1,000
Physician/Office Services		

[1] Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

Benefits	Network	Non-Network
Office Visit (Illness/Injury)	100%	80% after deductible
Urgent Care Office Visit	100%	80% after deductible
All immunizations	100%	80% after deductible
Preventative Services		
Routine Physical Exam (Age 21 and over, one exam per benefit period)	100%	80% after deductible
Routine OB/GYN Exam (One per benefit period)	100%	80% after deductible
Well Child Care Services including Exam and Immunizations (Birth to age 21; 31 visits per lifetime)	100%	80% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing	100%	80% after deductible
Routine Sigmoidoscopy/Colonoscopy	100%	80% after deductible
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical Therapy & Chiropractic (Subject to medical review after 10 visits)	100%	80% after deductible
Occupational Therapy	Not Covered	Not Covered
Speech Therapy — Facility and Professional (Subject to medical review after 10 visits)	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room	100%	
Non-Emergency use of an Emergency Room[2]	100%	$50 copay, then 80%
Non-Emergency ER Physician Services	100%	80%
Inpatient Facility		

[2] The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Benefits	Network	Non-Network
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible
Organ Transplants	100%	80% after deductible
Additional Services		
Allergy Testing and Treatments	100%	80% after deductible
Ambulance	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible
Mental Health and Substance Abuse — Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

The following is a description of the health insurance program for those employees selection Option C

SHC – Minimum Value Plan
SuperMed Plus
(Non-Grandfathered)
Effective 10/1/2014

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26; Removal End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$6,350 / $12,700	$12,700 / $25,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$0	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury) PCP or Specialist	100% after deductible	70% after deductible
Urgent Care Office Visit[2]	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	70% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21and over)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21; 31 visits per lifetime)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Labs & X-Rays	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a network provider will also apply to the non-network 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]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

*B. Medicare Reimbursement

The Board will fully reimburse those teachers who incur premium costs of Medicare payments. This reimbursement will be paid quarterly by the Board to the teacher. This provision shall not obligate the Board to pay any payroll tax charged to the teacher.

*C. Dental Insurance

Dental coverage shall be provided in accordance with the summary of benefits provided in the chart that follows. The plan shall be a UCR plan.

Proposal for
Independence Local School District

Plan B: OON @ 90th, 2500, 2500

PPO (Point-of-Service) DENTAL BENEFIT HIGHLIGHTS *Coverage effective November 1, 2019*	Plan Pays Dental PPO Dentist	Dental Premier Dentist	Non-participating Dentist*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, implants, and dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges, implants, and dentures	60%	60%	60%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit		No Age Limit	

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Dental approves and you are responsible for that difference.*

Maximum Payment – $2,500 per person total per calendar year on diagnostic & preventive, basic services, and major services. $2,500 per person total per lifetime on orthodontics.

Deductible – $25 deductible per person total per calendar year limited to a maximum deductible of $75 per family per calendar year on all services except diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and orthodontic services.
The deductible met under the previous carrier for the period January 1, 2019, through October 31, 2019, will be applied to the 2019 calendar year deductible with Dental. It is the subscriber's responsibility to provide Dental with adequate documentation of the deductible met under the previous carrier.

*D. Prescription Drug Insurance

For employees electing Option B, the plan shall be via drug card with a deductible of $5.00 for generic $20.00 for formulary and $30.00 for non-formulary drugs per script.

The description of the drug benefit coverage provided under Option A is set forth below.

Suburban Health Consortium
Independence Board of Education
Classified (Rx Option 4)
Preferred Prescription Drug Program[1]

Benefits	CoPay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program without Oral Contraceptive Coverage		
Generic Co-Payment	$10	34 days or 100 unit doses, whichever is greater
Formulary Co-Payment	$25	
Non-Formulary Co-payment	$35	
Formulary Home Delivery Program without Oral Contraceptive Coverage		
Generic Co-Payment	$10	90
Formulary Co-Payment	$25	90
Non-Formulary Co-Payment	$35	90

INCLUDES Coverage Management which is Traditional Prior Authorization; Smart Prior Authorization; Preferred Drug Step Therapy; and Dose Optimization.

EXCLUSIONS:
- Weight-Loss Medications
- Fertility Medications
- Injectable, Implantable and Transdermal Contraceptives
- Male Erectile Deficiency (MED) Medications
- Growth Hormones
- Prescription Vitamins (except for Pre-Natal Vitamins, which are covered)
- Topical Dental Fluoride
- Provigil and Modafinil
- Accutane, for age 26 and over

PRIOR AUTHORIZATION REQUIREMENTS: (If not already in the Coverage Management)
- Medically Necessary Oral Contraceptives

- Retin-A, for age 26 and over

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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.

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[1]Includes Preferred Prescriptions® Drug List: A list of drugs on the Preferred Prescriptions® formulary will be used.

*E. Life Insurance

1. Fifty thousand dollars ($50,000) worth of life insurance shall be provided to each teacher.

2. Part-time teachers who work three and one-half (3-1/2) hours or more per day shall be covered by twenty-five thousand ($25,000) worth of life insurance.

3. This coverage will include accidental death and dismemberment riders. All participating teachers shall have an opportunity to purchase an additional $25,000 of life insurance through payroll deduction, one hundred percent (100%) teacher paid, provided the percentage participation requirements of the carrier are met.

*F. Alternate Health Insurance

In lieu of any or all of the insurance coverages provided above, a teacher may choose to have the Board pay an amount equal to the teacher's cost for participation in a qualified health maintenance organization.

*G. Vision Insurance

The Board will provide vision insurance. Such insurance shall provide for an examination per person every twelve (12) months. Vision insurance shall provide one pair of lenses and one set of frames per person every twelve (12) months, and for those with contacts, each covered person shall be eligible for reimbursement for each benefit year of up to $200 to cover the cost of contact lenses. There shall be no deductible.

*H. Plan Descriptions

All teachers shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided.

*I. Insurance Study Committee

An Insurance Study Committee shall be formed which is advisory to the Association and the Board. This committee shall be comprised of a minimum of three (3) and no more than five (5) administrative representatives (appointed by the Superintendent) and a minimum of three (3) and no more than five (5) Association representatives (appointed by the Association President). The parties agree that a minimum of three (3) no more than (5) representatives of the Independence Classified Employees (ICE) may be included on this committee.

The Insurance Study Committee shall meet a minimum of four times per year, with the first meeting taking place no later December 1. Dates for subsequent meetings, ground rules and the charge of the committee will be decided then.

The purpose of the Insurance Committee is to "troubleshoot" concerns with the present insurance coverage along with obtaining information about alternative insurance concepts, plans, carriers, etc. Committee members will be provided training in insurance concepts, how to run an insurance committee and all other aspects that are relevant to the committee goals.

J. Working Spouse Coverage

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by

the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If the employee submits false information or fail to timely advise the Plan of a change in her/his spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which her/his spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, her/his spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the District, up to and including termination of employment.

K. Reimbursement of Spousal Insurance Premiums

The Board will reimburse the full premium cost paid by the spouse of the teacher for single coverage from the employer or retirement provider of the spouse, as required by Article XXVII (J), to a maximum reimbursement of $850.00 per quarter. A teacher seeking such reimbursement shall submit written proof of payment for the preceding three (3) months on January 1, April 1, July 1 and October 1 of each school year. The Office of the Treasurer will issue reimbursement checks within thirty days thereafter.

ARTICLE XXVII – FRINGE BENEFITS* - Effective Beginning January 1, 2027

*A. Hospitalization and Major Medical Insurance

1. Effective January 1, 2027, the Board shall offer each employee a choice of two (2) managed care plans which shall consist of hospitalization, major medical, and prescription drug insurance. All coverage shall be effective the first day worked, and the teacher shall have the option of selecting single or family coverage:

   a) High Deductible Health Plan (HDHP). A summary of benefits is found in Appendix K.

   b) Minimum Value Plan (MVP) . A summary of benefits if found in Appendix L.

2. In addition to the plans above, members employed by the Board prior to January 1, 2027, and also enrolled in Medicare or medical insurance through a public retirement system, will have the following additional (third) option:

   c) PPO-250 Plan ("PPO-250"). A summary of benefits if found in Appendix M.

   Employees enrolled in Medicare or medical insurance through a public retirement system are not eligible for the Board Health Savings Account Contributions in XXVII.A.4.

3. An employee who elects coverage under the High Deductible Health Plan (HDHP) may elect coverage for the employee's spouse, provided that the spouse

is not enrolled in Medicare and is not eligible to enroll in health and/or prescription drug coverage through a public retirement system.

4. For the HDHP, employees shall pay, by payroll deduction, 15% of the employee premium costs. For the PPO-250 Plan, employees shall pay, by payroll deduction, 15% of the employee premium costs. For the MVP, employees shall pay, by payroll deduction, 15 % of the employee premium costs.

   The contribution of part-time teachers shall be prorated based upon the level of compensation paid to the part-time teacher by the Board.

5. Effective January 1, 2027, members who select the HDHP and who meet federal requirements will have the establishment of a Health Savings Account (HSA). The Board will contribute to the eligible member's HSA the contribution level as outlined below on the first payroll date in January for each of the calendar years covered under this plan.

6. Board Health Savings Account Contributions:

Calendar Year	**2027**	**2028**	**2029**
Single Medical Coverage	$3,500	$3,500	$3,500
Family Medical Coverage	$7,000	$7,000	$7,000

7. In addition to the Board contribution in the table above, the following provision exists: The Board will match the increase to the IRS in-network deductible out-of-pocket amount when and if the increase occurs in calendar years 2027, 2028, and 2029. This match is a one-time contribution and will only be deposited in the calendar year when and if the increase first occurs.

8. The Board contribution to the HSA will be prorated for eligible members based on the number of months/days the member is eligible for the HDHP with the Health Savings Account and deposited on the first available pay period of the month the member becomes eligible.

*B. Medicare Reimbursement

The Board will fully reimburse those teachers who incur premium costs of Medicare payments. This reimbursement will be paid quarterly by the Board to the teacher. This provision shall not obligate the Board to pay any payroll tax charged to the teacher.

*C. Dental Insurance

Dental coverage shall be provided in accordance with the summary of benefits provided in the Appendix N. The plan shall be a UCR plan.

*D. Life Insurance

1. Fifty thousand dollars ($50,000) worth of life insurance shall be provided to each teacher.

2. Part-time teachers who work three and one-half (3-1/2) hours or more per day shall be covered by twenty-five thousand ($25,000) worth of life insurance.

3. This coverage will include accidental death and dismemberment riders. All participating teachers shall have an opportunity to purchase an additional $25,000 of life insurance through payroll deduction, one hundred percent (100%) teacher paid, provided the percentage participation requirements of the carrier are met.

*E. Alternate Health Insurance

In lieu of any or all of the insurance coverages provided above, a teacher may choose to have the Board pay an amount equal to the teacher's cost for participation in a qualified health maintenance organization.

*F. Vision Insurance

The Board will provide vision insurance. Such insurance shall provide for an examination per person every twelve (12) months. Vision insurance shall provide one pair of lenses and one set of frames per person every twelve (12) months, and for those with contacts, each covered person shall be eligible for reimbursement for each benefit year of up to $200 to cover the cost of contact lenses. There shall be no deductible.

*G. Plan Descriptions

All teachers shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided.

*H. Insurance Study Committee

An Insurance Study Committee shall be formed which is advisory to the Association and the Board. This committee shall be comprised of a minimum of three (3) and no more than five (5) administrative representatives (appointed by the Superintendent) and a minimum of three (3) and no more than five (5) Association representatives (appointed by the Association President). The parties agree that a minimum of three (3) no more than (5) representatives of the Independence Classified Employees (ICE) may be included on this committee.

The Insurance Study Committee shall meet a minimum of four times per year, with the first meeting taking place no later December 1. Dates for subsequent meetings, ground rules and the charge of the committee will be decided then.

The purpose of the Insurance Committee is to “troubleshoot” concerns with the present insurance coverage along with obtaining information about alternative insurance concepts, plans, carriers, etc. Committee members will be provided training in insurance concepts, how to run an insurance committee and all other aspects that are relevant to the committee goals.

I. Working Spouse Coverage

If an employee's spouse is eligible to participate, as a retiree in group health insurance and/or prescription drug insurance sponsored by his/her public retirement plan, the spouse must enroll in such public retirement plan sponsored group insurance coverage(s).

Upon the spouse's enrollment in any such public retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

If the employee submits false information or fail to timely advise the Plan of a change in her/his spouse's eligibility for a public retirement plan sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which her/his spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, her/his spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the District, up to and including termination of employment.

ARTICLE XXVIII – PART-TIME TEACHERS*

All part-time teachers shall be paid according to the salary schedule included as part of this Agreement. Part-time teachers shall have their salaries and premium benefits (dental, vision and hospitalization plans as contained within this Agreement) prorated based on the actual hours worked as a fraction of total time in the work day as set forth in Article XIX School Calendar, Teacher Load, and Work Days provision of this Agreement. This shall apply to present teachers. The teacher must work at least four (4) hours per day or twenty (20) hours per week in order to qualify for prorated premium payments.

ARTICLE XXIX – BUILDING CLOSINGS

In the event that the Board deems it necessary to close a school building and as a result, reassigns teachers, the following will be adhered to:

1. The Superintendent will meet with the teachers to answer questions and explain the process.

2. Movers or appropriate employees will be provided to do the actual moving of equipment and supplies between buildings.

3. The parties agree to bargain the effects of a building closing.

ARTICLE XXX – GRADE CHANGES*

Teachers are responsible for assigning grades to the students in their classes. No change in any grade or test score assigned a student may be made without a prior conference between the teacher who assigned the grade or score and the building principal. If there is not mutual agreement to change a grade or the score assigned by the teacher, and the building principal makes a change, the building principal will provide the teacher with a written reason(s) for the change which explains the basis for the change.

ARTICLE XXXI – SMOKE-FREE ENVIRONMENT

A. No teacher shall smoke or use tobacco products in any Independence Local School District building or in any Independence Local School District vehicle.

B. Any violation of this Article shall subject the offending teacher to the following disciplinary procedures:

First offense – verbal reprimand
Second offense – written reprimand
Third offense – suspension without pay for one (1) day
Fourth offense – suspension without pay for three (3) days
Fifth offense – suspension without pay for five (5) days
Sixth offense – termination in accordance with Ohio Revised Code 3319.16.

C. The Board and the Association will cooperate in attempting to provide information on smoking cessation programs as requested by staff.

ARTICLE XXXII – TUTORS

A. The tutors shall have the rights and benefits contained in the collective bargaining agreement excluding the following articles:

Article X	Payroll Practice (A) only
Article XII	Teacher Nonrenewal (B) only
Article XV	Parental Leave
Article XVI	Miscellaneous Leaves (E) only
Article XIX	School Calendar
Article XX	Layoffs
Article XXIV	Salary Schedule
Article XXVII	Fringe Benefits; however, Tutors have the Option to Purchase Benefits
Article XXVIII	Part-Time Teachers

Article XXX Grade Changes

Article XL Interactive Distance Learning

B. Tutors shall be paid on the following Salary Schedule:

Years	Hourly Rate
0-3	0.000644 of the BA Base
4-6	0.00075 of the BA
7+	0.000856 of the BA Base

C. An asterisk (*) after the article means that either the article in part or in its entirety does not apply to tutors.

ARTICLE XXXIII – HIGH SCHOOL IN-SCHOOL DISCIPLINE CENTER

The Board may operate a High School in-school discipline center utilizing a bargaining unit tutor to supervise the center. Each April the contract for the person filling that position will be submitted for renewal as ISDC coordinator. The provisions of Article XX, Layoffs, shall apply, provided that the ISDC coordinator is not entitled to bump or be recalled into any other teacher or tutoring position. Subject to the rules of the carrier, the ISDC Coordinator may participate in the programs set out in Article XXVII by paying, on a monthly basis, the full premium costs associated with the program(s) selected. In the event the Board is unable to hire a bargaining unit tutor for the in-school discipline center for the school year, the Board may assign an aid to that position for that school year.

So long as the incumbent coordinator is employed in that capacity, the coordinator shall have two options for compensation:

A. pay at the BA column step 1 based on 185 days and no step advancement; or

B. continue to pay the tutor rate as set forth above for 180-student days with the coordinator being eligible for and enrolled in single coverage in the Board's health insurance program, subject to payment of the required premium contribution for single coverage via payroll deduction. If the coordinator elects he/she may be enrolled in family coverage by paying, in addition to the single employee premium contribution, the difference between the single and family premium via payroll deduction. Under this option B if added days above the 180 days are required the coordinator shall be compensated at the appropriate tutor rate.

The incumbent coordinator annually shall choose between options A or B for the following school year through a memo submitted to the Treasurer by July 31st of each year. If no memo is submitted in a timely manner the coordinator shall be deemed to have elected option A for the following year.

ARTICLE XXXIV – JOB SHARING

A. Job sharing shall refer to a voluntary option available for teachers to share one (1) full-time teaching position.

B. Priority for job sharing opportunities shall be given to teachers with a greater number of total years of seniority in a job-sharing partnership.

C. The total number of job-sharing teachers shall not exceed ten (10) district-wide, i.e., five (5) pairs per year.

D. It shall be the responsibility of the teacher to find the job-sharing partner. No teacher shall be required to job share.

E. Partnerships must be formed no later than June 1 to be implemented for the following year.

F. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.

G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Superintendent.

H. The salary of the job-sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs. Subject to the provision below, benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total fringe benefits paid by the Board under this Agreement. Any difference between 100% paid coverage and the pro rata entitlement shall be paid by the teacher.

Where both job-sharing teachers had family coverage under Article XXVII (A) in the year immediately preceding the start of the job share, the job share partners may agree in writing that one of the pair will continue on full family coverage if the other agrees to waive all health insurance coverage for that year. (Life insurance coverage shall continue to be split between the job-sharing teachers.) Such election must be made in writing prior to the start of each job share year and shall be in effect for a full school year. Under the same terms family health insurance coverage may rotate at the start of the following job share year to the other teacher member of the pair.

I. Unless there is a different agreement between the teachers and the principal, job sharing teachers at the primary building shall split the day equally, and at the middle school and high school shall divide assignments equally.

J. When teachers are job sharing, the full-time teaching position being shared may include up to eight (8) middle school and/or high school assignments; however, these eight (8) assignments shall include no more than six (6) classroom instruction assignments. In addition to the eight (8) middle school and/or high school assignments, a job-sharing teacher may be assigned a homeroom or a duty during the homeroom time period. Neither job-sharing teacher shall have more than three (3) preparations.

K. Both job sharing teachers must attend parent conferences scheduled in accordance with Article XIX, F.

L. Other staff will not be required to regularly assume any responsibilities of the job-sharing teachers.

M. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional and supervisory assignments, committee assignments, and attendance at staff meetings, team meetings, materials selection meetings, in-services, IEP meetings, etc. The job share teacher attending one of the above listed meetings shall solicit the views of her/his partner in advance of the meeting so the absent partner's views are able to be presented and shall be responsible for sharing the meeting's results with the partner. Unless circumstances require the attendance of both teachers at a particular meeting, for example certain IEP meetings or student staffing's, attendance by one of the pair will satisfy this requirement.

N. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall detail how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in in-service meetings, staff meetings, team meetings, material selection meetings, in-services, IEP meetings, etc.

O. Effort and consideration will be given to treating job sharing teachers as a full-time equivalency teacher for purposes of student homeroom placement.

P. A job-sharing partnership may continue for no more than three (3) years. At the end of the three (3) year period, the partnership may continue only if the total number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year-to-year basis, subject to the approval of the Superintendent. Upon dissolution of the job-sharing partnership, the individual job-sharing teacher shall be eligible to receive a full-time position in the school where she/he taught prior to job sharing if such a position is available in the school. Otherwise, seniority and certification will be used to determine her/his subsequent position with the district following dissolution of the job-sharing partnership.

Q. Any newly-employed teacher or recalled teacher hired or recalled due to a vacancy created by job sharing shall be subject to lay off upon the conclusion of the job-sharing partnership. In the event a teacher was not recalled or newly hired as the result of a job-sharing partnership, the dissolution of such partnership shall be treated, for purposes of layoff, as the return of the job sharing teachers from a leave of absence.

R. Job sharing teachers shall be subject to all other provisions of this Agreement except Article XIX (School Calendar, Teacher Load and Work Days), Subsection C, (Teaching Load).

S. For purposes of this article, "assignment" means academic instructional period or duty of the same length of time as an academic instructional period. "Preparation" means advance work done to instruct distinctly different courses as described in the course of study.

ARTICLE XXXV – WELLNESS PROGRAM

During the fall of each school year the Board shall provide for flu shots to be given to teachers, at no cost to the teachers, at a designated location in the school district.

ARTICLE XXXVI – FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

A. Eligibility

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (August 1 through July 31), for one (1) or more of the following circumstances:

   a. the birth of a teacher's child and to care for the child up to age one (1);

   b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;

   c. to care for an immediate family member (spouse, child, or parent) of a teacher when that family member has a serious health condition;

   d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.

2. To be eligible for FMLA Leave, the teacher must:

   a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

   b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition – Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

   a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of incapacity (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care

   b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

      (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

         (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services;

(b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;

(2) Any period of incapacity due to pregnancy, or for prenatal care.

(3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(b) continues over an extended period of time (including recurring episodes of a single underlying condition); and

(c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy. etc.)

(4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)

(5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

3. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

5. Absences attributable to incapacity under paragraphs B 1 b (2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)

6. "Health care provider" is defined as:

    a. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;

    b. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;

    c. nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

    d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

7. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.

8. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an

ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.

9. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

C. Notice

1. The teacher shall provide the Superintendent or his/her designee with written notice no fewer than thirty (30) calendar days prior to taking unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.

2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent or his/her designee, not less than thirty (30) calendar days prior to the requested leave commencing, with written certification (FMLA Form 1 or 2, Appendices H & I) issued by a health care provider to support her/his request for leave.

   If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Superintendent or his/her designee, not less than thirty (30) calendar days prior to commencing the modified work schedule, with written certification (FMLA Form 3, Appendix J) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article XVII of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or his/her designee while on paid sick leave that this leave would be counted as FMLA leave.

2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted, at the teacher's request, for all or part of any unpaid FMLA leave

taken to care for an immediate family member or for the teacher's own serious health condition.

3. When a teacher utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the teacher or of an immediate family member), the teacher will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. If the teacher does not believe his/her leave meets the criteria of a "serious health condition", the teacher must notify in writing the Superintendent or his/her designee within fourteen (14) calendar days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the teacher again hears from the Superintendent or his/her designee on this specific situation, the Superintendent or his/her designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the teacher does not notify in writing the Superintendent or his/her designee within fourteen (14) calendar days, the correction will not be made.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the teacher. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the teacher's or that of an immediate family member, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

2. When medically necessary, a teacher may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.

4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

   a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

   b. to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this

alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

F. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:

   a. the leave is of at least three (3) weeks duration, and

   b. the return to employment would occur during the three (3) week period before the end of the semester.

2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking unpaid FMLA leave until the end of the semester, if:

   a. the unpaid FMLA leave is of greater than two (2) weeks duration, and

   b. the return to employment would occur during the two-week period before the end of the semester.

3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion

1. Additional Certifications: For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

2. Subsequent Recertification: The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) calendar days unless

   a. The teacher requests an extension of leave

   b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications)

   c. The board receives information that casts doubt upon the continuing validity of the certification

   d. When the teacher is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition

H. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) calendar days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

I. Return to Work

1. When a teacher is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4, Appendix K) that the teacher is able to resume the job functions for her/his position.

2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.

3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF.)

4. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support her/his

claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1, Appendix H) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

J. Inconsistencies Between the Agreement and FMLA

All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

K. No later than September 30, 2026, the District shall offer teachers training on the FMLA process. Thereafter, annually new teacher training shall be offered at the request of the Association and/or at the district's discretion. ARTICLE XXXVII – COMMITTEES

A. Communications Committee

The Board and the Association agree to establish a Communications Committee. The purpose of this committee is to maintain open communication between the administration and the Association's bargaining unit. The committee membership shall be determined on a yearly basis by the Association President and the Superintendent. Items brought to the Communications Committee must involve more than one building in the District and/or a building issue that was not solved at the building level. The Communications Committee will meet at least four (4) times in a calendar year and a schedule of the meetings shall be determined jointly by the Association President and the Superintendent at the beginning of the school year. The meetings may be cancelled or rescheduled by mutual agreement of the Superintendent and the Association President.

B. Teacher Evaluation Committee (TEC)

The TEC committee will schedule future meetings during the school year to discuss any changes to the standard-based evaluation. Agreed-upon changes shall be submitted in a written report with recommendations to the Superintendent and Association President. The Superintendent, Association President and the TEC committee shall make adjustments as they deem appropriate and submit the final standard-based evaluation for adoption by the Board and for ratification by the Association.

C. Supplemental Committee

A supplemental committee will be established each school year and will meet at least twice (once per semester) to review all supplemental positions. The committee will consist of four Association members appointed by the IEA President and four members appointed by the Superintendent.

ARTICLE XXXVIII – INDEPENDENCE PROFESSIONAL DEVELOPMENT COMMITTEE

A. In compliance with Ohio Revised Code 3319.22, the Independence Professional Development Committee (IPDC) is hereby created to administer the professional development of all educators employed by the Independence Local School District, according to the provisions of this Article.

B. Committee Composition

1. The IPDC shall be comprised of five members: three teacher representatives and two administrative representatives. At least one of the administrative representatives shall be a building administrator.

2. The teacher representatives shall be selected by the Association; the administrative representatives shall be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from the elementary level, one from the middle school level, and one from the high school level. The Association will take this preference into consideration when making its selection of teacher members on the IPDC, but is not bound to selecting a teacher from each level.

3. During the initial period, one teacher member shall have a one (1) year term, one teacher member shall have a two (2) year term and one teacher member shall have a three (3) year term. During the initial period, one administrative member shall have a two (2) year term and one administrative member shall have a three (3) year term. Thereafter, all IPDC members shall have three (3) year terms.

4. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint an additional administrator to the IPDC and one teacher member of the IPDC will not participate in the process.

C. Committee Procedures

The IPDC shall adopt rules and forms as may be appropriate in order to conduct the business of the IPDC.

D. Compensation

For work outside the regular teacher work day, members of the IPDC shall be compensated for services as members of the IPDC at an hourly rate equal to .0007 of the BA base.

E. Training

IPDC members shall be afforded the opportunity to attend training related to the performance of their duties as members of the IPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted.

F. Decisions of the IPDC Not Grievable

No decision of the IPDC or the IPDC appeals process (any and all steps) is grievable.

ARTICLE XXXIX – ENTRY YEAR PROGRAM

Resident Educator Program

This article will adhere to the requirements of the OAC 3301-24-04: Teacher Residency

A. Definitions

1. "Mentor" – a member of the bargaining unit volunteering and selected to provide professional support to an individual within the first two years of employment under a classroom teaching certificate/license or an educational personnel certificate.

2. "Resident Educators" – a member of the bargaining unit in the first two years of employment under a classroom teaching or educational personnel certificate/license.

B. Criteria for Selection

1. Any member of the bargaining unit who meets the selection criteria and wishes to be part of the Mentor Teacher pool shall make his/her interest known to the Assistant Superintendent of Curriculum, Instruction and Assessment or designee.

2. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.

3. The applicant/nominee must have demonstrated a rating of skilled or higher on their teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screen committee to review the applicant/nominee's evaluations.

4. The applicant/nominee must hold a valid 5-yr. professional license or 2-yr. provisional that has been renewed two or more times and should currently be teaching in the same area of certification as the Resident Educator where possible. If such an applicant/nominee is not available, the committee will waive these criteria so that the Resident Educator will have a mentor who meets the other criteria listed in this section.

5. The applicant/nominee must have completed Instructional Mentoring and Resident Educator 1 Training.

6. The applicant/nominee must have the ability to maintain confidentiality.

7. Once mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no mentor be available in any area of certification, the committee shall assign a mentor from another area of certification. This may result in a mentor being assigned to a mentee from a different building.

C. Responsibilities – The Mentor Teacher, in concert with the Resident Educator, shall follow the program of professional support for the Resident Educator as legislated by OAC 3301.24.04. The mentor and mentee shall be provided coordinated

release/planning time in order to obtain the support for professional growth and in order to successfully complete the entry year program. Said release time shall be up to four (4) days collectively between the mentor and mentee to divide up as they see fit. Such days may be one-half (1/2) or all-day increments.

D. Resident Educator Training – Mentor teachers shall be provided with the following:

1. An orientation to mentoring responsibilities:

2. Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Instructional Mentoring and Resident Educator 1 Training

3. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons on a regular basis, with adequate time within instructional day allocated for such consultation and assistance. There can be up to nine (9) such consultations per school year, approved by the Superintendent.

E. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as a part of the evaluation process.

2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator.

3. All interaction, written or oral, between the mentor teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from this role as mentor teacher.

4. Unless mutually agreed upon, no mentor teacher shall be assigned to more than one year (1) Resident Educator teacher at a time during a school year.

5. A mentor teacher may be assigned to a cohort of Resident Educators in years one (1) or two (2).

F. Protections

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decisions.

2. Not later than six weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of being relieved of a mentoring assignment.

3. No mentor teacher shall be involved in the teacher evaluation process.

4. Training for all affected parties must address legal, contractual and professional confidentiality issues.

G. Compensation – The mentor teacher shall be compensated in the following manner:

Each mentor assignment shall be paid a stipend of .03 of the BA base. Payments will be made in the same manner as set forth in Article XXV, Section D1. If the assignment does not last the entire year, compensation will be prorated for the year.

ARTICLE XL – PROGRAM DEVELOPMENT AND IMPLEMENTATION

A. New Program Implementation Procedure

1. Initial Concept Modification Presentation

If a part of a building staff and/or administration want to explore a modification in the structure of the school day which could result in a modification of Article XIX, or a new program which could have impact on other Agreement provisions, an initial concept for change will be presented to the building faculty. Prior to presenting the matter to the faculty for a preliminary vote, the principal and the Association representatives will advise the Superintendent's office of the modification to be explored.

2. Superintendent's Approval

a. Presentation for a preliminary building faculty vote will occur only after approval of the exploration has been received from the Superintendent's office, which approval will be conditioned on the potential impact of the modification on other District facilities and District priorities, financial resources required, etc.

b. In the event approval of the Superintendent is not received, the Superintendent shall advise the proponents of her/his decision and offer suggestions for change in the concept/proposal which might enhance the possibilities for acceptance of the modification.

B. Problem-Solving Process

1. Interests

In utilizing the problem-solving process, the building faculty and administration will, at a minimum, consider the following interests in working toward a resolution:

a. Provide people who are affected by the solution with the opportunity to participate in the process, including provision for community participation to help insure community acceptance of any solution.

b. Involve as participants representatives of central office in the full process.

c. Consider the needs of the learner and allow curriculum to be driven by student needs.

d. Improve student learning and achievement and in assessing that prospect consider current professional research and reported outcomes on similar modifications.

e. Allow staff choices for implementation of curriculum/instructional strategies.

f. Consider equity in work load and impact on staff morale.

g. Maximize efficient use of school time for both staff and students; minimize disruptions in the school day.

h. Provide for adequate planning time and for coordination of class schedules and course offerings.

i. Consider job security and impact on other buildings.

j. Explore the need for and provide staff with strategies to assist in any transition.

k. Build in flexibility to make changes in the future, including a vehicle to review the results of any changes.

l. Consider the financial resources of the District and the impact of any scheduling/structure change on these resources and other needs of the District.

2. Criteria

When the building faculty and administration are weighing potential solutions, at a minimum the following criteria/questions will be considered.

a. Is the solution a) acceptable, b) fair, c) legal, d) simple, e) workable, f) cost effective, g) flexible, h) mutually beneficial, and

b. Does the proposed solution strongly suggest that improved student learning will result?

C. Implementation Requirements

1. Any solution that meets the above criteria and receives the support of at least sixty-seven percent (67%) of the building faculty and administration (voting by secret ballot using the process described in A3 above) will be implemented for the succeeding school year, subject to approval of the bargaining teams as set forth below.

2. In the event a potentially viable solution does not receive support of sixty-seven percent (67%) of the combined building faculty and administration when initially presented taking into account the weighted input of part-time staff, the group has flexibility to build upon that potentially viable solution and re-determine whether it has received the support of at least eighty percent (80%) of the building faculty and administration.

D. Compliance with Negotiated Agreement

1. Before implementation of any solution that impacts on any written provision of the Agreement (including, but not limited to, school calendar, work day, lunch,

planning and conference time, student contact time, class size, salary, and staff meetings), the solution shall be presented to the negotiating teams and will be subject to the negotiations process set forth in the Agreement.

2. If the negotiating teams representing the Board and Association cannot agree on the proposed solution within thirty (30) days after presentation of the proposed solution, the schedule will remain intact or the new program will not proceed. The building faculty will have the opportunity to resolve the negotiation team's concerns and revise accordingly, subject again to bargaining team approval which is required before implementation of any scheduling change or new program which requires a change in Agreement provisions.

ARTICLE XLI – CERTIFICATES/LICENSES

A. Each presently-employed teacher is encouraged to maintain and expand certificates/licenses presently held.

B. Each teacher hired after July 1, 1998, is required to maintain all certificates/licenses held at the time of hiring, unless otherwise approved by the Superintendent or designee. Furthermore, each teacher hired after July 1, 1998, is encouraged to expand the certificates/licenses held at the time of hire.

D. Reassignment

1. By March 15th, each teacher who is going to be reassigned in an area outside of the certificate/license area in which he/she has been teaching or outside of the area he/she has been teaching under a comprehensive certificate/license, shall be notified of such reassignment.

2. If the teacher requests it, the Board shall pay for appropriate "refresher training" as mutually determined by the teacher and building principal for the teacher who has been reassigned outside of the area he/she had been teaching under a comprehensive certificate/license or outside of the certificate/license area he/she had been teaching.

3. During the first year of reassignment, the Board may provide a teaming opportunity for the teacher who has been reassigned.

ARTICLE XLII – LONG-TERM SUBSTITUTES

A. A long-term substitute shall be in the Association’s bargaining unit on either: (1) the sixty-first (61st) consecutive day of employment in the same assigned position or (2) from the first day the Board reasonably anticipates that the position will be for at least sixty (60) consecutive work days.

1. Under normal circumstances, the Board’s “reasonable anticipation” shall be based on receiving, in writing from the teacher on leave, notification that the teacher on leave will not be returning to work for at least sixty (60) work days.

2. If a person is a long-term substitute under the second reason listed in A. above (i.e., from the first day the Board reasonably anticipates that the position will be for at least sixty (60) consecutive work days), that person’s employment may be

ended by the Board within his/her first twenty (20) work days, as long as said cessation of employment occurs before the sixty-first (6lst) consecutive day of employment.

a. Said employment cessation may be for any reason (which the Board does not have to divulge to the affected person) and said employment cessation is not grievable.

b. The Association President shall be notified if the employment of a long-term substitute is ended within his/her first twenty (20) work days.

B. The employment of a long-term substitute shall be for the period specified in his/her contract of employment or until the teacher on leave (for which the long-term substitute is substituting) returns to work.

C. A long-term substitute, regardless of length of service during the school year or during any particular assignment, shall not be entitled to any notice of non-reemployment and his/her employment with the Board shall automatically expire at the end of his/her contract or upon return of the teacher on leave.

D. Neither the provisions of Article XII (Teacher Evaluation and Non-renewal) nor the provisions of either Section 3319.11 or 3319.111 of the Ohio Revised Code shall apply to long-term substitutes.

E. Neither the provisions of Article XX (Layoffs) nor the provisions of Section 3319.17 of the Ohio Revised Code shall apply to long-term substitutes.

F. A long-term substitute may be in the position of long-term substitute for no more than three (3) successive years.

G. A person employed as a long-term substitute shall be placed on Step 1 of the Salary Schedule and shall be placed on the educational column commensurate with his/her educational background.

1. If the same person is a long-term substitute the next school year (in either the same or a different assignment), he/she shall be placed on Step 2 of the Salary Schedule and shall be placed on the educational column commensurate with his/her educational background.

2. If the same person is a long-term substitute during the third school year (in either the same or a different assignment), he/she shall be placed on Step 3 of the Salary Schedule and shall be placed on the educational column commensurate with his/her educational background.

H. Long-term substitutes are not eligible to participate in the sick-leave pool provisions of the Agreement.

ARTICLE XLII – DONATION OF SICK LEAVE DAYS

A. If a teacher is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child,

and has exhausted all of his/her accumulated sick leave, another teacher with the same or higher per diem rate at the time of the donation may donate up to five (5) days of his/her accumulated sick leave to the sick leave pool. The requirement of thirty (30) consecutive days of sick leave absences may be waived in extraordinary circumstances at the discretion of the Superintendent. For purposes of this article, the term "catastrophic or long-term illness or accident" shall include only those illnesses, injuries or accidents which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

Accident resulting in multiple fractures or amputation of a limb
AIDS
ALS (Amyotrophic Lateral Sclerosis)
Cancer
Cerebral Palsy, Muscular Dystrophy
Condition causing paralysis
Hemophilia
Mental Illness (requiring hospitalization)
Rare disease
Severe burn involving over 20% of the body
Severe head injury requiring hospitalization
Severe internal injuries
Spinal cord injury
Stroke or cerebrovascular accident
Non elective, doctor mandated surgery
Complications related to pregnancy threatening life of mother or child

B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one (1) school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.

C. The teacher may apply to use the Sick Leave Pool using the form found as Appendix K.

D. Donation of sick leave days shall be initiated by a teacher on a form found as Appendix L at the beginning of each school year. If the Superintendent believes the sick leave pool is or will soon be depleted, additional contributions may be solicited.

E. Donated sick leave days shall be added to the accumulated sick leave days of the absent teacher and deducted from the accumulated sick leave days of the donating teacher.

F. Donated sick leave shall not be considered as sick leave use for purposes of merit incentive for attendance payments.

ARTICLE XLIV – EFFECTS AND DURATION OF AGREEMENT

A. Waiver of Negotiations

This Agreement incorporates the entire understanding of the parties. Except as otherwise specifically noted in this Agreement or as required by O.R.C. 4117, during the term of this Agreement neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement.

B. No Strike Clause

The Association and any and all teachers shall not cause, engage in, or sanction any strike, slowdown, or such work stoppage for the term of this Agreement.

C. Conflict with Law

If any provision of this contract or any application of this contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The contract itself will remain in full force and effect for its duration; however, upon request of either party, the parties will meet within ten (10) days for the purpose of re-negotiating only the provision(s) found to be contrary to law.

D. Amendment Procedure

If the parties amend this Agreement, the amendment shall be reduced to writing and properly signed and ratified by each party.

E. Entire Agreement Clause

This contract supersedes and cancels all prior contracts, verbal or written, express or implied.

F. Duration

The terms of this Agreement shall be effective August 1, 2026 and shall extend through July 31, 2029 following ratification by the Association and approval by the Board.

BOARD OF EDUCATION	**ASSOCIATION**
Kelli Cogan, Superintendent	Joe Durny, Association President
Jennifer Knapp, Treasurer	Nicki Lee, Association Vice-President
Kathleen Hill, Board President	Ken DeAngelis, Bargaining Unit Member

BARGAINING TEAM MEMBERS

Kelli Cogan
TJ Ebert
Jennifer Knapp
Natalie Matthews

BARGAINING TEAM MEMBERS

Ken DeAngelis
Joe Durny
Nicki Lee
Jennifer Lewis

APPENDIX A – GRIEVANCE FORM

1. GRIEVANT _____

2. SCHOOL _____ PRINCIPAL _____

3. DATE GRIEVANCE OCCURRED _____

4. DATE OF INFORMAL MEETING _____

5. DATE OF INFORMAL DISPOSITION _____

6. DATE OF FORMAL FILING AT STEP I _____

7. DATE OF FORMAL FILING AT STEP II _____

8. DATE OF FORMAL FILING AT STEP III _____

9. DATE OF FORMAL FILING AT STEP IV _____

10. STATEMENT OF GRIEVANCE: (Specific Article/Section of Agreement alleged to be violated):

_____

_____

_____

_____

11. ACTION REQUESTED: _____

_____

_____

THE ABOVE STATEMENT(S) ARE TRUE FACTS TO THE BEST OF MY KNOWLEDGE.

DATE: _____ SIGNED _____
Grievant

DATE: _____ SIGNED _____
Principal/Superintendent

THE PRINCIPAL'S/SUPERINTENDENT'S SIGNATURE ON THIS FORM INDICATES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS GRIEVANCE.

APPENDIX B – GRIEVANCE DECISION FORM

1. DISPOSITION OF: (Check one)

( ) FORMAL STEP I
( ) FORMAL STEP II
( ) FORMAL STEP III

2. DISPOSITION RESPONSE:

_____

_____

_____

_____

_____

THE ABOVE STATEMENTS AND FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE

DATE: _____ SIGNED: _____
Respondent

DATE: _____ SIGNED: _____
Grievant

THE GRIEVANT'S SIGNATURE ON THIS FORM ACKNOWLEDGES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS DISPOSITION RESPONSE.

Where decision requires additional space, attach pages as necessary.

Appendix C – Salary Schedules

Credentialed Employees Salary Index 2026-2027 School Year

3.5% RAISE ON BASE ABOVE FY 2025-2026

	INDEX		BA	BA+12	BA+24		INDEX		MA	MA+18	MA+27	MA+36	MA+54	PH.D.	
YEARS			1	1.035	1.07				1.12	1.16	1.2	1.24	1.28	1.322	
1	1		52,866	54,716	56,567		1		59,210	61,325	63,439	65,554	67,668	69,889	
2	1.055		55,774	57,624	59,474		1.055		62,118	64,232	66,347	68,461	70,576	72,796	
3	1.11		58,681	60,532	62,382		1.11		65,025	67,140	69,254	71,369	73,484	75,704	
4	1.165		61,589	63,439	65,290		1.165		67,933	70,047	72,162	74,277	76,391	78,612	
5	1.22		64,497	66,347	68,197		1.22		70,840	72,955	75,070	77,184	79,299	81,519	
6	1.275		67,404	69,254	71,105		1.275		73,748	75,863	77,977	80,092	82,207	84,427	
7	1.33		70,312	72,162	74,012		1.33		76,656	78,770	80,885	83,000	85,114	87,335	
8	1.385		73,219	75,070	76,920		1.385		79,563	81,678	83,793	85,907	88,022	90,242	
9	1.44		76,127	77,977	79,828		1.44		82,471	84,586	86,700	88,815	90,930	93,150	
10	1.495		79,035	80,885	82,735		1.495		85,379	87,493	89,608	91,723	93,837	96,058	
11	1.55		81,942	83,793	85,643		1.55		88,286	90,401	92,516	94,630	96,745	98,965	
12	1.605		84,850	86,700	88,551		1.605		91,194	93,308	95,423	97,538	99,652	101,873	
13	1.66		87,758	89,608	91,458		1.66		94,101	96,216	98,331	100,445	102,560	104,780	
14	N/A						1.715		97,009	99,124	101,238	103,353	105,468	107,688	
15	N/A						1.77		99,917	102,031	104,146	106,261	108,375	110,596	
16	N/A						1.825		102,824	104,939	107,054	109,168	111,283	113,503	
17	N/A						1.88		105,732	107,847	109,961	112,076	114,191	116,411	
NOTATION	2.50%	18	$89,080	$90,930	$92,780		2.00%	18	$106,790	$108,905	$111,019	$113,134	$115,249	$117,469	3yr step
NOTATION	5.00%	21	$90,402	$92,252	$94,102		4.00%	21	$107,847	$109,962	$112,076	$114,191	$116,306	$118,526	3yr step
NOTATION	7.50%	23	$91,723	$93,573	$95,423		6.00%	24	$108,904	$111,019	$113,133	$115,248	$117,363	$119,583	2yr step
NOTATION	10.00%	25	$93,045	$94,895	$96,745		8.00%	26	$109,962	$112,077	$114,191	$116,306	$118,421	$120,641	2yr step
NOTATION	12.50%	27	$94,367	$96,217	$98,067		10.00%	28	$111,019	$113,134	$115,248	$117,363	$119,478	$121,698	2yr step
NOTATION	N/A						12.00%	30	$112,076	$114,191	$116,305	$118,420	$120,535	$122,755	

CREDENTIALED EMPLOYEES
SALARY INDEX 2027-2028 SCHOOL YEAR

3.5% RAISE ON BASE ABOVE FY 2026-2027

	INDEX		BA	BA+12	BA+24		INDEX		MA	MA+18	MA+27	MA+36	MA+54	PH.D.	
YEARS			1	1.035	1.07				1.12	1.16	1.2	1.24	1.28	1.322	
1	1		54,716	56,631	58,546		1		61,282	63,471	65,659	67,848	70,036	72,335	
2	1.055		57,725	59,640	61,556		1.055		64,291	66,480	68,669	70,857	73,046	75,344	
3	1.11		60,735	62,650	64,565		1.11		67,301	69,489	71,678	73,867	76,055	78,353	
4	1.165		63,744	65,659	67,574		1.165		70,310	72,499	74,687	76,876	79,065	81,363	
5	1.22		66,754	68,669	70,584		1.22		73,319	75,508	77,697	79,885	82,074	84,372	
6	1.275		69,763	71,678	73,593		1.275		76,329	78,517	80,706	82,895	85,083	87,381	
7	1.33		72,772	74,687	76,602		1.33		79,338	81,527	83,715	85,904	88,093	90,391	
8	1.385		75,782	77,697	79,612		1.385		82,348	84,536	86,725	88,914	91,102	93,400	
9	1.44		78,791	80,706	82,621		1.44		85,357	87,546	89,734	91,923	94,112	96,410	
10	1.495		81,800	83,715	85,631		1.495		88,366	90,555	92,744	94,932	97,121	99,419	
11	1.55		84,810	86,725	88,640		1.55		91,376	93,564	95,753	97,942	100,130	102,428	
12	1.605		87,819	89,734	91,649		1.605		94,385	96,574	98,762	100,951	103,140	105,438	
13	1.66		90,829	92,744	94,659		1.66		97,394	99,583	101,772	103,960	106,149	108,447	
14	N/A						1.715		100,404	102,593	104,781	106,970	109,158	111,456	
15	N/A						1.77		103,413	105,602	107,791	109,979	112,168	114,466	
16	N/A						1.825		106,423	108,611	110,800	112,989	115,177	117,475	
17	N/A						1.88		109,432	111,621	113,809	115,998	118,187	120,485	
NOTATION	2.50%	18	$92,197	$94,112	$96,027		2.00%	18	$110,527	$112,716	$114,904	$117,093	$119,282	$121,580	3yr step
NOTATION	5.00%	21	$93,565	$95,480	$97,395		4.00%	21	$111,621	$113,810	$115,998	$118,187	$120,376	$122,674	3yr step
NOTATION	7.50%	23	$94,933	$96,848	$98,763		6.00%	24	$112,715	$114,904	$117,092	$119,281	$121,470	$123,768	2yr step
NOTATION	10.00%	25	$96,301	$98,216	$100,131		8.00%	26	$113,810	$115,999	$118,187	$120,376	$122,565	$124,863	2yr step
NOTATION	12.50%	27	$97,669	$99,584	$101,499		10.00%	28	$114,904	$117,093	$119,281	$121,470	$123,659	$125,957	2yr step
NOTATION	N/A						12.00%	30	$115,998	$118,187	$120,375	$122,564	$124,753	$127,051	

CREDENTIALED EMPLOYEES
SALARY INDEX 2028-2029 SCHOOL YEAR

3.5% RAISE ON BASE ABOVE FY 2027-2028

	INDEX		BA	BA+12	BA+24	INDEX		MA	MA+18	MA+27	MA+36	MA+54	PH.D.	
YEARS			1	1.035	1.07			1.12	1.16	1.2	1.24	1.28	1.322	
1	1		56,631	58,613	60,595	1		63,427	65,692	67,957	70,222	72,488	74,866	
2	1.055		59,746	61,728	63,710	1.055		66,541	68,807	71,072	73,337	75,602	77,981	
3	1.11		62,860	64,842	66,825	1.11		69,656	71,921	74,187	76,452	78,717	81,096	
4	1.165		65,975	67,957	69,939	1.165		72,771	75,036	77,301	79,567	81,832	84,210	
5	1.22		69,090	71,072	73,054	1.22		75,886	78,151	80,416	82,681	84,947	87,325	
6	1.275		72,205	74,187	76,169	1.275		79,000	81,265	83,531	85,796	88,061	90,440	
7	1.33		75,319	77,301	79,283	1.33		82,115	84,380	86,645	88,911	91,176	93,554	
8	1.385		78,434	80,416	82,398	1.385		85,230	87,495	89,760	92,025	94,291	96,669	
9	1.44		81,549	83,531	85,513	1.44		88,344	90,610	92,875	95,140	97,405	99,784	
10	1.495		84,663	86,645	88,628	1.495		91,459	93,724	95,990	98,255	100,520	102,899	
11	1.55		87,778	89,760	91,742	1.55		94,574	96,839	99,104	101,369	103,635	106,013	
12	1.605		90,893	92,875	94,857	1.605		97,688	99,954	102,219	104,484	106,749	109,128	
13	1.66		94,007	95,990	97,972	1.66		100,803	103,068	105,334	107,599	109,864	112,243	
14	N/A					1.715		103,918	106,183	108,448	110,714	112,979	115,357	
15	N/A					1.77		107,033	109,298	111,563	113,828	116,094	118,472	
16	N/A					1.825		110,147	112,413	114,678	116,943	119,208	121,587	
17	N/A					1.88		113,262	115,527	117,792	120,058	122,323	124,701	
NOTATION	2.50%	18	$95,423	$97,406	$99,388	2.00%	18	$114,395	$116,660	$118,925	$121,191	$123,456	$125,834	3yr step
NOTATION	5.00%	21	$96,839	$98,822	$100,804	4.00%	21	$115,528	$117,793	$120,058	$122,324	$124,589	$126,967	3yr step
NOTATION	7.50%	23	$98,255	$100,238	$102,220	6.00%	24	$116,660	$118,925	$121,190	$123,456	$125,721	$128,099	2yr step
NOTATION	10.00%	25	$99,671	$101,654	$103,636	8.00%	26	$117,793	$120,058	$122,323	$124,589	$126,854	$129,232	2yr step
NOTATION	12.50%	27	$101,086	$103,069	$105,051	10.00%	28	$118,926	$121,191	$123,456	$125,722	$127,987	$130,365	2yr step
NOTATION	N/A					12.00%	30	$120,058	$122,323	$124,588	$126,854	$129,119	$131,497	

APPENDIX D – SALARY SCHEDULE MOBILITY FORM

DATE _____

INDEPENDENCE BOARD OF EDUCATION

MOBILITY ON THE SALARY SCHEDULE DUE TO INCREASED HOURS IN EDUCATION

TEACHER _____

SCHOOL YEAR _____

FROM STEP _____

TO STEP _____

EFFECTIVE DATE _____

SIGNED _____
PERSONNEL

_____
(Please Print Name)

_____
SUPERINTENDENT

APPENDIX E – APPLICATION TO USE THE SICK LEAVE POOL

INDEPENDENCE LOCAL SCHOOLS

I, _____, wish to apply for _____ days of sick leave from the Independence Local Schools' Sick Leave Pool.

I have reviewed the criteria found in the Sick Leave Pool language in the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education.

I will need days from the Sick Leave Pool because _____

_____

_____

_____

_____

I understand that all accumulated sick leave days must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave days that accumulate during my absence will be deducted before days from the Sick Leave Pool will be used.

_____
Signature and Date

_____
(Printed Name)

This form must be forwarded to the Superintendent.

.....

Number of Sick Leave Pool days approved _____.

_____
Superintendent's Signature and Date

APPENDIX F – SICK LEAVE DONATION FORM

INDEPENDENCE LOCAL SCHOOLS

I, _____, wish to donate _____ day(s) of sick Leave to the Sick Leave Pool.

I understand that I will be notified of the deduction when it is made.

_____
Signature and Date

_____
Printed Name

This form should be sent directly to the Board Treasurer.

APPENDIX G – PETITION TO SUPERINTENDENT FOR RESTORATION OF EXCESS SICK LEAVE DAYS

INDEPENDENCE EDUCATION ASSOCIATION

I, _____, wish to petition for restoration _____ days of excess sick leave days.

I have reviewed the criteria found in Article XVII (K) of the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education. I have used at least thirty (30) days of sick leave for a catastrophic personal illness/injury starting [date_____] and as of that date I had 280 days of accumulated sick days. I believe my personal illness/injury is catastrophic because:

[describe what makes the illness/injury catastrophic]

_____

_____

_____

I understand that if my petition is approved by the Superintendent up to thirty (30) of my excess sick leave days shall be restored and so I may be returned to a total maximum accumulation as set forth in Article XVII (K).

_____
Employee Signature and Date

Superintendent Determination:

_____Approved _____Rejected

_____
Superintendent Signature and Date

****

APPENDIX H – SUPPLEMENTAL SALARY SCHEDULE NON-ATHLETIC

	Portion of BA base salary
MUSIC	
HS Marching Band Director	.096
HS Concert Band Director	.096
HS Marching Band Technical Director	.049
HS Marching Band Assistant Director	.049
HS Color Guard	.049
MS Choir	.035
PS Choir	.035
HS Choir	.01
PRE-SEASON	
HS Marching Band Director	.032
HS Marching Band Technical Director	.0116
HS Color Guard	.0174
HS Marching Band Assistant Director	.0174
THEATER	
MS Drama Club Director	.026
HS Drama Club Director	.041
HS Drama Club Assistant Director	.024
HS Drama Club Choreographer	.024
MS Show Choir	.013
Music Department Accompanist	.035
MS Band	.035
PS Drama Club Director	.026
WRITTEN PRODUCTION	
HS Yearbook Advisor	.100
MS Newspaper	.022
MS Yearbook	.013
MS Photo Club	.013
SERVICES	
HS Student Council	.055
HS Key Club	.022
HS Biology Society	.025
MS Builder's Club	.022
MS WEB Advisor	.022
MS Jr. Biology Society	.022

PS Biology Society – Tadpoles	.013
PS K-Kids	.013

CLASS ADVISORS

Senior	.029
Junior	.022
Sophomore	.016
Freshman	.013

SCHOOL DAY ACTIVITIES

HS National Honor Society	.023
HS Community Service Coordinator**	.055
MS Art Club	.013
MS Gamers Squad	.013
HS Mock Trial	.013
MS Mock Trial	.013
PS Third Grade Student Council	.013
PS 4th Grade Student Council	.013
MS 7-8 Student Council	.022
HS Video Announcement Coordinator	.022
HS Academic Challenge Advisor	.09
MS Math Contest Advisors	.013
HS Writing Competition Advisor	.013
MS Writing Competition Advisor	.013
MS Recycling Club	.013
HS Board Games Club	.013
HS ASL Honor Society	.013
HS Spanish Club	.013
PS Art Club	.013

****If not part of regular teaching assignment**

RECREATIONAL ACTIVITY

HS Ski Club	.013
MS Ski Club	.013
MS Golf Club	.013
MS Bowling Club	.013
PS Drone Club (up to 2 sessions per year)	.013
PS Wrestling Club	.013

INTRAMURALS

MS Fall (up to 2 per season)	.013
MS Winter (up to 2 per season)	.013
MS Spring (up to 2 per season)	.013

OVERNIGHT TRIPS

MS – 8th Grade Trip Coordinator	.022
MS 8th Grade Trip Chaperones	.00203/day
MS 7th Grade Trip Coordinator	.00203/day
MS – 7th Grade Trip Chaperones	.013

APPENDIX I – SUPPLEMENTAL SALARY SCHEDULE – ATHLETICS - GRANDFATHERED

**This Grandfathered supplemental schedule shall be removed from the negotiated agreement when there are no longer any individuals eligible to be compensated thereunder.

**The following supplemental salary schedule is in effect for individuals employed as an assistant coach in the contract year effective from August 1, 2021, through July 31, 2026, continuously for the same assistant coach position after July 31, 2026:

	Portion of BA Base Salary			
POSITION	**1-3 Yrs.**	**4 - 7 Yrs.**	**8-9 Yrs.**	**10+Yrs.**
FACULTY MANAGER (2)	.1000	.1100	.1200	.1300
FOOTBALL				
HS Head Coach	.1709	.1809	.1909	.2009
HS Assistant Coaches	.1379	.1479	.1579	.1679
MS Head Coach	.1103	.1183	.1263	.1343
MS Assistant Coaches#	.1103	.1183	.1263	.1343
BASKETBALL				
HS Boys Head Coach	.1524	.1624	.1724	.1824
HS Boys Assistant Coaches	.1224	.1324	.1424	.1524
HS Girls Head Coach	.1524	.1624	.1724	.1824
HS Girls Assistant Coaches	.1224	.1324	.1424	.1524
MS Boys 7th Grade Coach	.1224	.1324	.1424	.1524
MS Boys 8th Grade Coach	.1224	.1324	.1424	.1524
MS Girls 7th Grade Coach	.1224	.1324	.1424	.1524
MS Girls 8th Grade Coach	.1224	.1324	.1424	.1524
WRESTLING				
HS Head Coach	.1524	.1624	.1724	.1824
HS Assistant Coaches	.1224	.1324	.1424	.1524
MS Head Coach	.0979	.1059	.1139	.1219
MS Assistant Coaches#	.0979	.1059	.1139	.1219
TRACK				

HS Head Coach	.1462	.1562	.1662	.1762
HS Assistant Coaches	.1162	.1262	.1362	.1462
MS Head Coach	.0930	.1010	.1090	.1170
MS Assistant Coaches[#]	.0930	.1010	.1090	.1170
SWIMMING				
HS Head Coach	.1000	.1100	.1200	.1300
HS Assistant Coach	.0795	.0895	.0995	.1095
SOCCER				
HS Boys Head Coach	.1486	.1586	.1686	.1786
HS Boys Assistant Coach	.1186	.1286	.1386	.1486
HS Girls Head Coach	.1486	.1586	.1686	.1786
HS Girls Assistant Coach	.1186	.1286	.1386	.1486
VOLLEYBALL				
HS Boys Head Coach	.1486	.1586	.1686	.1786
HS Boys Assistant Coaches	.1186	.1286	.1386	.1486
HS Girls Head Coach	.1486	.1586	.1686	.1786
HS Girls Assistant Coach	.1186	.1286	.1386	.1486
MS Girls 7th Grade Coach	.0949	.1029	.1109	.1188
MS Girls 8th Grade Coach	.0949	.1029	.1109	.1188
MS Assistant Coaches[#]	.0949	.1029	.1109	.1188
BASEBALL				
HS Head Coach	.1362	.1462	.1562	.1662
HS Assistant Coaches	.1062	.1162	.1262	.1362
SOFTBALL				
HS Head Coach	.1362	.1462	.1562	.1662
HS Assistant Coaches	.1062	.1162	.1262	.1362
CROSS-COUNTRY				
HS Head Coach	.1203	.1303	.1403	.1503
HS Assistant Coach	.1162	.1262	.1362	.1462
MS Head Coach	.0930	.1010	.1090	.1170
MS Assistant Coach	.0930	.1010	.1090	.1170
GOLF				
HS Boys Head Coach	.1103	.1203	.1303	.1403
HS Boys Assistant Coaches	.0795	.0895	.0995	.1095
HS Girls Head Coach	.1103	.1203	.1303	.1403

HS Girls Assistant Coach	.0795	.0895	.0995	.1095
TENNIS				
HS Girls Head Coach	.1103	.1203	.1303	.1403
HS Girls Assistant Coach	.0795	.0895	.0995	.1095
BOWLING				
Head Coach	.1000	.1100	.1200	.1300
CHEERLEADER ADVISOR				
HS Football Cheer Head Coach	.06015	.06515	.07015	.07515
HS Basketball Cheer Head Coach	.06015	.06515	.07015	.07515
HS Football Cheer Asst. Coach	.0391	.0423	.0456	.0488
HS Basketball Cheer Asst. Coach	.0391	.0423	.0456	.0488
MS Football Cheer Coach	.03609	.0391	.0421	.0451
MS Basketball Cheer Coach	.03609	.0391	.0421	.0451

APPENDIX J – SUPPLEMENTAL SALARY SCHEDULE ATHLETIC

**The following supplemental salary schedule is in effect for all individuals, unless the above "Grandfathered" schedule applies:

POSITION	**1-3 Yrs.**	**4-7 Yrs.**	**8-9 Yrs.**	**10+ Yrs.**
FACULTY MANAGER (2)	.1000	.1100	.1200	.1300
FOOTBALL				
HS Head Coach	.1709	.1809	.1909	.2009
HS Assistant Coaches	.1111	.1176	.1241	.1306
MS Head Coach	.1025	.1085	.1145	.1205
MS Assistant Coaches#	.0855	.0905	.0955	.1005
BASKETBALL				
HS Boys Head Coach	.1524	.1624	.1724	.1824
HS Boys Assistant Coaches	.0991	.1056	.1121	.1186
HS Girls Head Coach	.1524	.1624	.1724	.1824
HS Girls Assistant Coaches	.0991	.1056	.1121	.1186
MS Boys 7th Grade Coach	.0762	.0812	.0862	.0912
MS Boys 8th Grade Coach	.0914	.0974	.1034	.1094

MS Girls 7th Grade Coach	.0762	.0812	.0862	.0912
MS Girls 8th Grade Coach	.0914	.0974	.1034	.1094
WRESTLING				
HS Head Coach	.1524	.1624	.1724	.1824
HS Assistant Coaches	.0991	.1056	.1121	.1186
MS Head Coach	.0914	.0974	.1034	.1094
MS Assistant Coaches#	.0762	.0812	.0862	.0912
TRACK				
HS Head Coach	.1462	.1562	.1662	.1762
HS Assistant Coaches	.0950	.1015	.1080	.1145
MS Head Coach	.0877	.0937	.0997	.1057
MS Assistant Coaches#	.0731	.0781	.0831	.0881
SWIMMING				
HS Head Coach	.1000	.1100	.1200	.1300
HS Assistant Coach	.0650	.0715	.0780	.0845
SOCCER				
HS Boys Head Coach	.1486	.1586	.1686	.1786
HS Boys Assistant Coach	.0966	.1031	.1096	.1161
HS Girls Head Coach	.1486	.1586	.1686	.1786
HS Girls Assistant Coach	.0966	.1031	.1096	.1161
VOLLEYBALL				
HS Boys Head Coach	.1486	.1586	.1686	.1786
HS Boys Assistant Coaches	.0966	.1031	.1096	.1161
HS Girls Head Coach	.1486	.1586	.1686	.1786
HS Girls Assistant Coach	.0966	.1031	.1096	.1161
MS Girls 7th Grade Coach	.0743	.0793	.0843	.0893
MS Girls 8th Grade Coach	.0892	.0952	.1012	.1072
MS Assistant Coaches#	.0743	.0793	.0843	.0893
BASEBALL				
HS Head Coach	.1362	.1462	.1562	.1662
HS Assistant Coaches	.0885	.0950	.1015	.1080
SOFTBALL				
HS Head Coach	.1362	.1462	.1562	.1662
HS Assistant Coaches	.0885	.0950	.1015	.1080

CROSS-COUNTRY

HS Head Coach	.1203	.1303	.1403	.1503
HS Assistant Coach	.0782	.0847	.0912	.0977
MS Head Coach	.0722	.0782	.0842	.0902
MS Assistant Coach	.0602	.0652	.0702	.0752

GOLF

HS Boys Head Coach	.1103	.1203	.1303	.1403
HS Boys Assistant Coaches	.0717	.0782	.0847	.0912
HS Girls Head Coach	.1103	.1203	.1303	.1403
HS Girls Assistant Coach	.0717	.0782	.0847	.0912

TENNIS

HS Girls Head Coach	.1103	.1203	.1303	.1403
HS Girls Assistant Coach	.0717	.0782	.0847	.0912

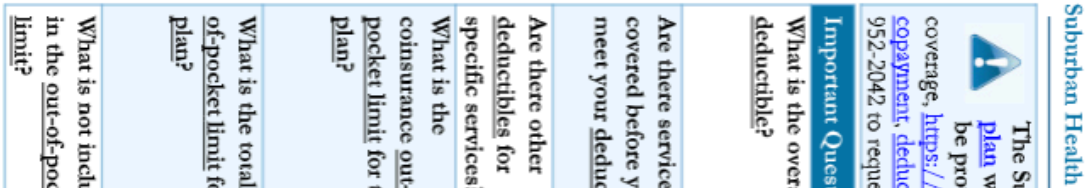
BOWLING

Head Coach	.1000	.1100	.1200	.1300

CHEERLEADER ADVISOR

HS Football Cheer Head Coach	.0602	.0652	.0702	.0752
HS Basketball Cheer Head Coach	.0602	.0652	.0702	.0752
HS Football Cheer Asst. Coach	.0391	.0423	.0456	.0488
HS Basketball Cheer Asst. Coach	.0391	.0423	.0456	.0488
MS Football Cheer Coach	.0361	.0391	.0421	.0451
MS Basketball Cheer Coach	.0361	.0391	.0421	.0451

APPENDIX K- HIGH DEDUCTIBLE HEALTH PLAN


Summary of Ben
: What this Plan
Suburban Health
The Su
plan w
be pro
coverage, https://
copayment, deduc
952-2042 to requ
Important Ques
What is the over
deductible?
Are there service
covered before y
meet your deduc
Are there other
deductibles for
specific services
What is the
coinsurance out
pocket limit for
plan?
What is the total
of-pocket limit f
plan?
What is not incl
in the out-of-po
limit?

Will you pay less if you use a network provider?	
Do you need a refer to see a specialist?	

All copaymen

Common Medical Event	
If you visit a health care provider's office or clinic	
If you have a test	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.mysmithrx.com.	
If you have	

* For more informati

outpatient surgery	s F
If you need immediate medical attention	F E t U
If you have a hospital stay	F F
If you need mental health, behavioral health, or substance abuse services	C I
If you are pregnant	C C s C s
If you need help recovering or have other special health needs	I F F S I I
If your child needs dental or eye care	C C C

Excluded Services &

Services Your Plan Ge
excluded services.)

- Acupuncture
- Dental care (Adult
- Infertility treatmen

* For more informatio

Other Covered Service

- Bariatric surgery
- Private-duty nursin

Your Rights to Continu

: There are agencies that
Insurance, 50 W. Town S
Center for Consumer Inf
your ID card. Other cov
For more information ab

Your Grievance and Ap

: There are agencies that
information about your
information on how to s
contact:

ATTN: Grievances and

Department of Health a

Does this plan provide

Yes.
Minimum Essential Cov
Medicaid, CHIP, TRICA
premium tax credit.

Does this plan meet th

Yes/No.
If your plan doesn't mee

APPENDIX L – MINIMUM VALUE PLAN

Summary of Benef
: What this Plan Co

Suburban Health C

The Sum
plan wou
be provid
coverage, https://ec
copayment, deductib
952-2042 to request

Important Questio
What is the overall deductible?
Are there services covered before you meet your deductib
Are there other deductibles for specific services?
What is the coinsurance out-of pocket limit for thi plan?
What is the total ou of-pocket limit for plan?
What is not include in the out-of-pocke limit?
Will you pay less if

you use a networ provider?	
Do you need a re to see a specialis	
All copaym	
Common Medical Event	
If you visit a health care provider's office or clinic	
If you have a test	
If you need drug to treat your illness or condition More information about prescription drug coverage is available at www.mysmithrx.com.	

* For more inform

If you have outpatient surgery	Facility fe surgery ce Physician/
If you need immediate medical attention	Emergenc Emergenc transporta Urgent ca
If you have a hospital stay	Facility fe Physician/
If you need mental health, behavioral health, or substance abuse services	Outpatien Inpatient
If you are pregnant	Office visi Childbirth services Childbirth services
If you need help recovering or have other special health needs	Home hea Rehabilita Habilitatio Skilled nu Durable m Hospice s
If your child needs dental or eye care	Children's Children's Children's

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Children's dental check-up	• Cosmetic surgery
• Dental care (Adult)	• Glasses for a child	• Hearing aids
• Infertility treatment	• Long-term care	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric surgery	• Chiropractic care 10 visits/benefit period	• Most coverage provided outside the United States. See www.bcbsglobalcore.com
• Private-duty nursing Facility Setting only	• Routine eye care (Adult)	• Routine foot care

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Does this plan provide Minimum Essential Coverage?

Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards?

Yes/No.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Summary of Benefits and Coverage
: What this Plan Covers & What You Pay for Covered Services

Coverage Period: 01/01/2027 - 12/31/2027
Coverage for: Individual + Family | Plan Type: PPO

Suburban Health Consortium: Independence $250 Ded PPO Plan - Select

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 952-2042 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$250/person or $500/family for In-Network Providers. $500/person or $1,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Children's eye exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the coinsurance out-of-pocket limit for this plan?	$500/person, $1,000/family for In-Network Providers. $1,250/person, $2,500/family for Out-of-Network Providers.	The coinsurance out-of-pocket limit is the most you could pay in a year for covered services after deductible, not including co-pays. If you have other family members in this plan, they have to meet their own coinsurance out-of-pocket limits until the overall family coinsurance out-of-pocket limit has been met.
What is the total out-of-pocket limit for this plan?	$10,600/person or $21,200/family for In-Network Providers. Not Applicable for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services including deductible, coinsurance and co-pays. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't covet.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network	Yes. See www.anthem.com/find-care/?alphaprefix=AKH or call	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might

provider?	(833) 952-2042 for a list of network providers. Benefits and costs may vary by site of service and how the provider bills.	receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$15/visit, deductible does not apply	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	$15/visit, deductible does not apply	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ Immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.mysmithrx.com.	Generic (Tier 1)	$10 Retail copay/prescription $10 Mail order copay/prescription.	50% Coinsurance	Retail: up to a 90-day supply Mail order: up to a 90 day supply Specialty medications: up to a 30-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by SmithRx.
	Preferred Brand (Tier 2)	$30 Retail copay/prescription $30 Mail order copay/prescription.	50% Coinsurance	
	Non-Preferred Brand (Tier 3)	$30 Retail copay/prescription $30 Mail order copay/prescription.	50% Coinsurance	
	Preferred Specialty (Tier 4)	$30	50% Coinsurance	

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

	Non-Preferred Specialty (Tier 5)	$30	50% Coinsurance	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	--------none--------
	Physician/surgeon fees	10% coinsurance	30% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	$50/visit; then 10% coinsurance, deductible does not apply	Covered as In-Network	Copayment waived if admitted.
	Emergency medical transportation	10% coinsurance	30% coinsurance	--------none--------
	Urgent care	$15/visit, deductible does not apply	30% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	--------none--------
	Physician/surgeon fees	10% coinsurance	30% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit $15/visit, deductible does not apply Other Outpatient 10% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	10% coinsurance	30% coinsurance	--------none--------
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply for preventive services. 10% coinsurance for Postpartum In-Network Providers. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	120 visits/benefit period.
	Rehabilitation services	10% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	10% coinsurance	30% coinsurance	
	Skilled nursing care	10% coinsurance	30% coinsurance	120 days/benefit period for skilled nursing services.
	Durable medical equipment	10% coinsurance	30% coinsurance	*See Durable Medical Equipment section.
	Hospice services	10% coinsurance	30% coinsurance	Life expectancy up to 12 months.
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Infertility treatment
- Children's dental check-up
- Glasses for a child
- Long-term care
- Cosmetic surgery
- Hearing aids
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

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Does this plan meet the Minimum Value Standards?

Yes/No.

Proposal for
Independence Local School District

Plan B: OON @ 90th, 2500, 2500

PPO (Point-of-Service) DENTAL BENEFIT HIGHLIGHTS *Coverage effective November 1, 2019*	Plan Pays Dental PPO Dentist	Dental Premier Dentist	Non-participating Dentist*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, implants, and dentures	80%	80%	80%
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges, implants, and dentures	60%	60%	60%
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit		No Age Limit	

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Dental approves and you are responsible for that difference.*

Maximum Payment – $2,500 per person total per calendar year on diagnostic & preventive, basic services, and major services. $2,500 per person total per lifetime on orthodontics.
Deductible – $25 deductible per person total per calendar year limited to a maximum deductible of $75 per family per calendar year on all services except diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and orthodontic services.
The deductible met under the previous carrier for the period January 1, 2019, through October 31, 2019, will be applied to the 2019 calendar year deductible with Dental. It is the subscriber's responsibility to provide Dental with adequate documentation of the deductible met under the previous carrier.