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STATE EMPLOYMENT
RELATIONS BOARD

2011 OCT -5 P 2:49

MASTER CONTRACT

KINGS EDUCATION ASSOCIATION

and the

KINGS LOCAL SCHOOL DISTRICT

JUNE 30, 2011 THROUGH JUNE 30, 2015

92

IMPORTANT DATES/DEADLINES

SEPTEMBER 15	KEA/OEA membership forms due to treasurer's office for dues deductions
SEPTEMBER 30	Transcripts due in superintendent's office for horizontal movement on salary schedule
SEPTEMBER 30	College reimbursement paperwork submitted to the superintendent's office for reimbursement eligibility
SEPTEMBER/ OCTOBER	Principal reviews evaluation form and procedure with teachers
OCTOBER	KEA/OEA dues deductions begin
OCTOBER 1 – 31	Written notice to treasurer's office for changes in annuities
OCTOBER 1	Written notice to superintendent of eligibility for tenure/continuing contract
NOVEMBER	Supplemental contract payment issued: ½ pay for year round supplemental contracts; pay for completed seasonal sport/activity
DECEMBER	First set of observations/evaluation completed by the last day before winter break – Phase I
JANUARY	Deductions for fair share fee begins in second paycheck of month
JANUARY 15	Written notice of retirement at end of the school year to receive \$1000 check for early notification
FEBRUARY	Supplemental contract payment issued for completed seasonal sport/activity
MARCH 1	Supplemental contract vacancies posted
MARCH 1	Job Sharing proposals submitted to principal
MARCH 31	Second set of observations/evaluation completed – Phase I
APRIL 1 – 30	Written notice to treasurer's office for changes in annuities
APRIL 10	Receipt of written notice from superintendent of intention to nonrenew limited contract

- APRIL 15** Request for conference/hearing with the Board prior to action to nonrenew limited contract
- APRIL 30** Receipt of written notice and reasons for nonrenewal of limited contract
- MAY 15** Completion of Phase II and III evaluation documents
- MAY** Supplemental contract payment issued: ½ pay for year round supplemental contracts; pay for completed seasonal sport/activity
- JUNE 15** Written notice of retirement at end of the first semester to receive \$1000 check for early notification
- JULY 1** Deadline for notification to treasurer if unused personal day should rollover to next year
- JULY 15** Written notice to KEA for Reduction in Force
- JULY 31** Deadline for notification of teaching assignment

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SECTION I - GOVERNING PROVISIONS

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ARTICLE 1 — RECOGNITION

A. Recognition

The Kings Local Board of Education, hereinafter referred to as the "Board," recognizes the Kings Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive and sole bargaining agent for the bargaining unit as defined herein.

B. Management Rights

The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation, except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include:

1. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
5. Suspend, discipline, nonrenew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force in all aspects;
9. Take action to carry out the mission of the school district;
10. Make the rules and regulations by which the students and employees of the Board will be governed.

C. Complete Agreement

This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that, during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained, but which was either not discussed in negotiations or which, if discussed, was not included in this agreement.

D. Definitions

1. Bargaining Unit — The bargaining unit covered by this contract is defined as all certificated personnel employed by the Board on a regular basis, either full- or part-time, excluding the superintendent of schools, assistant superintendents, administrative assistants, principals, assistant principals, supervisors, and all others for whom certification in supervision or administration is required as a condition of employment; substitute teachers, teacher's aides and all other employees of the Board.

English as a Second Language (ESL) tutors may be employed through a private company, in accordance with the terms established between the Board and the company on a year to year basis. However, when the number of students warrants a full-time position(s) and/or becomes cost effective, the ESL tutor shall be hired as a member of the bargaining unit.

2. Days — Refers to working days, unless otherwise indicated. During the summer, days shall be calendar days, Monday through Friday excluding any holiday.
3. Any teacher employed for less than the periods of time described in Articles 12 and 13 shall receive all salary and benefits on a pro-rated basis.
4. Teacher — As referred to in this agreement shall mean a member of the bargaining unit.
5. Seniority
 - a. The number of continuous years of service with the Board under a regular teacher's contract, commencing with the most recent date of employment. A teacher assuming an administrative position with the Board shall retain his/her seniority while a member of the bargaining unit, but such time as an administrator shall not count as years towards seniority.

- b. Approved leaves of absence shall not count as years of service, but will not constitute a break in seniority.
 - c. A teacher shall accrue one (1) year of seniority if he/she works at least one hundred-twenty (120) days during the school year.
 - d. If seniority is equal for two or more teachers, the following shall be used when there is a need to break the tie:
 - 1) The accumulation of the total number of days of employment with the Board in each school year worked; and then by
 - 2) The first workday of the teacher; and then by
 - 3) The date of the Board meeting at which the teacher was hired; and then
 - 4) Previous days of teaching experience outside the employment of the Board; and then by
 - 5) Broken by lot.
6. Good Faith — The willingness to consider, propose and make counterproposals in an effort to reach a mutually agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or the other party to change its position shall not constitute bad faith.
7. Proposals — Negotiation proposals shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent, so that without clarification or supplementation and, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto.

ARTICLE 2 — PROFESSIONAL NEGOTIATION PROCEDURES

- A. A request for professional negotiations shall be submitted by the president of the Association to the superintendent or by the superintendent to the president of the Association between May 1 and June 1, unless the parties mutually agree on different dates.

The initiating party shall include the following:

- 1. Date of request.
- 2. Statement of purpose for meeting.
- 3. Person to contact.
- 4. Three proposed initial meeting dates (which shall be no later than June 1), times and place.

The receiving party shall respond and include the following:

- 1. Date of response.
- 2. Acknowledgment of receipt of professional negotiations request.
- 3. Person to contact.
- 4. Acceptance of one of the three proposed initial meeting dates.

B. Professional Negotiations Meeting:

1. The parties shall meet at a time and place as established under Section A of this article for the first negotiation meeting.
2. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.
3. Specific written proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiations shall first present and explain its proposals, followed by the second party's presentation and explanation of proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
4. The agenda for the subsequent meeting shall be determined at the end of each meeting.
5. All meetings shall be scheduled after school hours unless otherwise mutually agreed.

C. Negotiation Teams

1. Each team shall consist of up to five (5) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by said teams.
2. Each party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiations session. The cost of such consultants shall be borne by the party requesting their services. The party using a consultant shall provide notice of that fact one day prior to the meeting, naming the person who will make the presentation and the subject of same.
3. When unforeseen circumstances make it impossible for the chief spokesperson for each party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date and place for the next negotiation session.

Either party may have up to three (3) observers at each session. The observers may not participate in the bargaining process unless otherwise agreed by the parties. In no event shall the total number of team members and observers exceed eight (8) at any one session.

4. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

- D. Information — The designated representative of the Board and the Association agree to make available to each other, upon reasonable written request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.
- E. News Releases — No information pertinent to matters to be presented in or then under negotiations shall be given or released to news media or the public without mutual consent of the parties until the impasse provisions of this contract have been completed.
- F. Caucus — Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.
- G. Item Agreement — As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be revised or withdrawn at any time during the negotiation process.

H. Tentative Agreement

- 1. When substantive agreement is reached through negotiations, the outcome shall be reduced to writing and signed by the spokesperson of each negotiations team and submitted to the Association's membership for a vote, with a recommendation for acceptance by its team.

The ratification vote by the Association's membership shall be communicated to the Board by the president of the Association in writing. If the tentative agreement is ratified by the Association, the Board shall meet within ten (10) days to vote on the tentative agreement, with a recommendation for acceptance by its team.

If the agreement is ratified and approved by both the Association and the Board, it shall be executed by duly authorized representatives of the parties.

I. Impasse

In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiation session, either party may declare impasse in writing on all issues being negotiated. The parties may mutually agree to withdraw from the impasse procedures any item which may be submitted later for ratification as part of a total package. Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service. The impasse procedures of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator.

J. Reopener Provisions

If mutually agreed to by the parties, this contract or any part thereof may be negotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

K. Provisions Contrary to Law

If any provision of this contract shall be found to be contrary to law, then that provision shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.

Consistent with the authority provided in the Ohio Revised Code, Chapter 4117, this agreement shall supercede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with any provision of this agreement.

ARTICLE 3 — GRIEVANCE PROCEDURE

A. Definitions/General Provisions

1. The Board recognizes that, in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing on the grievance. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken by the Board or by the Association against any teacher choosing to initiate, participate in, or withdraw a grievance.
2. Grievance — A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.
3. Purpose — The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal and confidential at all levels of the procedure.
4. Grievant — A teacher or a group of teachers who has/have allegedly been harmed by a violation, misinterpretation or misapplication of the contract.
5. All correspondence concerning a grievance shall be placed in a separate file and not in that of the grievant(s).
6. A grievant(s) may be accompanied by an Association representative at all steps of the procedure.
7. Days shall be working days. During the summer, days shall be calendar days, Monday through Friday excluding any holiday.

B. Grievance Procedure

Step One: A teacher having a grievance shall first discuss such grievance with his/her building principal.

Step Two: If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with his/her building principal. If such grievance is not lodged within fifteen (15) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on the appropriate form and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied.

A copy of such grievance shall be filed with the superintendent. The grievant shall have a right to request a hearing with the building principal. Such hearing shall be at a time mutually agreeable to the grievant and the principal, and held within seven (7) days of the request.

The building principal shall take action on the written grievance within seven (7) days after the receipt of said grievance or, if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and reasons for the action shall be reduced to writing, with copies sent to the grievant, Association and superintendent.

Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the superintendent. Failure to file such appeal within seven (7) days from receipt of the written response of the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void. Upon request, a hearing shall be conducted by the superintendent or his/her designee within seven (7) days after the receipt of the request or a mutually agreeable date. The grievant shall be advised in writing of the time, place and date of such hearing.

The superintendent or his/her designee shall take action on the appeal of the grievance within seven (7) days after receipt of the appeal or, if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the building principal.

Step Four: If the action taken by the superintendent or his/her designee does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board. The notice of the appeal shall be sent to the superintendent or his/her designee and a copy filed with the treasurer of the Board. Failure to file such appeal within seven (7) days from receipt of the written response of the superintendent's or his/her designee's action on said grievance shall be deemed a waiver of the right to appeal. The superintendent or his/her designee shall place the matter on the agenda for the next regular meeting of the Board in executive session. If the grievant so desires, he/she may have the matter placed on the agenda for the next Board meeting, the hearing to be held in open session. Exception shall be when the Board informs the grievant, within seven (7) days of his/her appeal, that it waives its right to hear the grievance. In such cases, the grievant may proceed to Step Five.

The Board shall act upon such appeal no later than fourteen (14) days after the hearing. The action taken and the reasons for the action shall be reduced in writing and copies sent to the grievant, Association, building principal and superintendent.

Step Five: If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, or the Board waives its right to hear the grievance, the grievant may notify the Board of his/her intent to submit to arbitration. The notice of the appeal shall be sent to the superintendent or his/her designee and a copy filed with the Board treasurer. Failure to file such appeal within seven (7) days from receipt of the written response or written waiver of the Board shall be deemed a waiver of the right to appeal.

The Association and the superintendent will jointly submit a request to the American Arbitration Association. The parties shall select an arbitrator from a list provided by the American Arbitration Association in accordance with its rules. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each party will be responsible for the fees and expenses of its representatives.

The arbitrator shall conduct a hearing at which the parties may present their evidence and the arbitrator shall render his/her decision on the grievance within thirty (30) days of the hearing. His/Her decision shall be binding on both parties. The arbitrator shall expressly confine himself/herself to the precise issues submitted to arbitration and will have no authority to determine any other issue not so submitted to him/her. The arbitrator has the authority to determine arbitrability if such an issue exists.

ARTICLE 4 — ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation in any of its legal activities.
- B. If negotiations meetings or impasse panel hearings between the Board and the Association are scheduled during the school day, two members of the Association's negotiating team will be relieved of all regular duties without loss of pay or leave penalty, as necessary, in order to permit their participation in such meetings.
- C. Representatives of the Association will have access to the schools before and after the normal school day or while a teacher is on lunch break, provided such presence does not interfere with teachers during their regularly-scheduled classes and planning periods.

The Association president/designee shall schedule with the superintendent time to meet with the teachers in each building once during the school year on an early release day. The building principal may attend the meeting as an observer.

- D. Upon request, the Association will be provided a copy of all regularly-prepared public records for distribution in accordance with Section 149.43 of the Ohio Revised Code.
- E. The Association will be given notice of meetings in accordance with Section 121.22 of the Ohio Revised Code. A copy of the official agenda of the meeting will be given to the

Association president as soon as feasible prior to said meeting. A copy of the approved minutes of any meeting of the Board will be provided to the Association president.

- F. Upon request and if available, the Association will be able to use school buildings without cost at reasonable times for meetings.
- G. There will be one bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material. No campaign literature or recommendations for any candidate or issue shall be posted on such bulletin board(s). This exception shall not refer to Association elections.
- H. The Association will have the right to use the inter-school mail and e-mail system to distribute material, provided a copy of the material is given to the principal, superintendent, assistant superintendent, and treasurer simultaneously with the placement in the teacher's mailboxes or sending of the e-mail. No campaign literature or recommendations for any candidate or issue shall be distributed through the inter-school mail and/or e-mail system. This exception shall not refer to Association elections.
- I. The Board agrees to deduct from the salaries of the teachers, dues for the Association; to transmit the monies promptly to the Association treasurer. A teacher desiring dues deduction shall request same in writing and submit a payroll deduction authorization to the treasurer by September 15 of each school year. The deductions will be made in at least eight equal installments beginning October of the school year.
- J. The present space, or equivalent space, will be provided the Association for storage and work area.
- K. The Association will be provided the names and addresses of all new teachers and all retiring teachers as soon as such information is available.
- L. The president and/or designee of the Association shall be granted up to five (5) days released time per year in whole or half days. The president shall notify the principal, in advance, so that arrangements can be made. The Association shall reimburse the district all of substitute costs incurred for this purpose.
- M. A teacher who is engaged during the school day or on behalf of the Association in negotiations, mediation, bargaining grievances or arbitration with any representative of the Board or to serve as a state or national officer shall be released from regular duty without loss of scheduled salary or charged against any other leave granted by this agreement.

Prior to the start of each school year, the Association president and his/her building principal will work together to develop a schedule that allows time for the president to address his/her Association responsibilities within the work day.

N. FAIR SHARE FEE

1. PAYROLL DEDUCTION OF FAIR SHARE FEE - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmem-

bers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the terms of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

a. ALL FAIR SHARE PAYERS - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made in bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

b. UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

c. TRANSMITTAL OF DEDUCTIONS - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4. REBATE PROCEDURE

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

b. ENTITLEMENT TO REBATE - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

5. INDEMNIFICATION OF EMPLOYER- The Association, on behalf of itself and the OEA and NEA, agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed

against the employer by a nonmember for which indemnification may be claimed;

- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The 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 misapply such fair share fee provision herein.

ARTICLE 5 — TEACHER-ADMINISTRATIVE LIAISON COMMITTEE

As soon as possible in each school year, teachers will elect a Liaison Committee for each building to meet with the principal or his/her designee during the regular school year to review and discuss matters of concern in the school building. Said Liaison Committee will consist of four (4) teachers at each building.

The committee shall meet monthly unless altered by mutual consent.

ARTICLE 6 — ASSOCIATION-ADMINISTRATIVE LIAISON COMMITTEE

The Association-Administrative Liaison Committee shall be established to facilitate communications between the Association and the district administration. The purpose of this committee shall be to discuss district-wide concerns.

The committee shall consist of a teacher from each building and the president of the Association, and the superintendent or his/her designee.

The committee shall meet monthly unless altered by mutual consent.

The president of the Association shall set the agenda for each meeting and provide the superintendent with a written agenda forty-eight (48) hours before each meeting.

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ARTICLE 7 — LIMITED CONTRACTS

A. Limited contracts will be issued in the following sequence:

- First contract.....One Year
- Second contract.....One Year
- Third contract.....One Year
- Fourth contract.....One Year or Two Years
- All succeeding contracts.....Two Years

B. Any teacher who becomes eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status at the regular renewal time of the existing limited contract in April.

C. In September of each school year a notice shall be provided to teachers informing teachers that a written application must be received by October 1 if the teacher becomes eligible for continuing contract status during the school year. Such application shall be submitted to the superintendent. Failure to notify the superintendent in writing may result in the issuance of an extended limited contract rather than a continuing contract in April. The provisions of this specific Article 7 (C) shall supersede the procedures for issuing an extended limited contract as provided in ORC 3319.11.

ARTICLE 8 — FAIR DISMISSAL

A. Any teacher employed under a limited contract whom the building principal and/or the superintendent intends not to recommend for reemployment shall be so notified by such principal and/or superintendent and reasons given in writing on or before the tenth day of April (April 10). The decision to nonrenew a limited contract must be related to the overall quality of teacher performance, supported by evidence contained in the teacher's evaluation, and included in the personnel file of the teacher. If other reasons are used for dismissal, the reasons must be documented.

B. A teacher so notified by the building principal and/or superintendent of such intent not to recommend for reemployment in the district shall be granted, upon written request, an opportunity for a conference with the superintendent regarding the reasons for the recommendation not to reemploy. Upon request, the superintendent will provide the written reasons for considering the nonrenewal of the teacher. The principal shall be present at such conference upon request of the teacher or superintendent. The teacher may be accompanied by a representative of the Association as a witness at such conference.

C. Upon request, a teacher shall be granted a review by the Board prior to the time action is taken upon the superintendent's recommendation of nonrenewal. Such review shall be in executive session and at this review the teacher shall be granted an opportunity to show cause why his/her contract should be renewed. The teacher may be accompanied by his/her representative. The Board shall provide the teacher with written reasons for nonrenewal by April 30.

- D. Requests for conference/hearing as specified in paragraphs B and C above shall be made, in writing, to the superintendent no later than April 15 following receipt of the notification as provided in paragraph A.
- E. If the Board overrules the recommendation of the superintendent for renewal, written reasons must be given for the nonrenewal by the Board by April 30.
- F. It is agreed that this nonrenewal procedure shall supersede and replace the hearing procedures set forth in 3319.11 of the Ohio Revised Code and to the extent that this provision is in conflict with 3319.11 of the Ohio Revised Code, this provision shall be controlling.

ARTICLE 9 — REDUCTION IN FORCE

A. PROCEDURE

- 1. If staff reductions are necessary due to the following reasons then reduction by attrition will be used to the extent possible.
 - a. Declining enrollment
 - b. Return of regular teacher from a leave of absence
 - c. Suspension of schools
 - d. Territorial changes affecting the district
 - e. Financial reasons
 - f. Curriculum changes

- 2. If further reductions are necessary, the following procedure will be utilized:

Teachers on limited contracts shall be suspended in accordance with seniority within the teaching certification area affected. If it becomes necessary to reduce further after limited contracts have been suspended, the teachers on continuing contract shall be reduced in accordance with seniority within the teaching certification area affected.

- 3. During the implementation of RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior teacher to be laid off before a less senior teacher or will block a teacher from exercising his/her displacement rights.
- 4. Displacement rights for those teachers whose contracts are suspended shall be exercised within the respective contract status with no teacher holding a limited contract exercising displacement over a teacher with a continuing contract. Displacement shall be limited to areas of the teacher's certification. When exercising displacement rights, the teacher shall only be able to displace the least senior teacher in his/her area of certification/license.

- B. The superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected teachers by July 15 of any year.

Such notification to the Association shall include:

1. The reasons for the RIF;
2. a list of the positions eliminated;
3. a list of teachers affected.

Implementation of a RIF shall occur at no time other than the beginning of a school year.

C. RECALL PROCEDURES AND RIGHTS

1. Teachers whose contracts have been suspended shall be recalled on the following basis:
 - a. Teachers having continuing contracts, by seniority.
 - b. Teachers having limited contracts, by seniority.
2. A teacher whose continuing contract is suspended will have the right to restoration of continuing contract status if and when a teaching position for which he/she is certified becomes available.
3. A teacher whose limited contract is suspended shall be placed on a recall list for reemployment for two years. If a vacancy occurs in such a teacher's area of certification, he/she will be offered the vacancy before outside applicants are considered.
4. It is the responsibility of the teacher to update any change(s) in certification as any such change(s) occur.
5. If a teacher refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.
6. The Board has fulfilled its responsibility herein by sending a notice of a vacancy to a teacher on the list by certified mail to the last address left with the Board by the teacher. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing the notice shall constitute refusal of the vacancy.
7. Teachers shall be able to maintain their insurance benefits during the time on the recall list provided the teacher pays the full cost of such insurance coverage to the Board's treasurer monthly, in advance.
8. No transfer, reassignment or reclassification shall be made during a period of RIF that prevents the recall of a teacher on layoff status.

D. This reduction in force provision shall supercede and replace in its entirety any and all provisions of the Ohio Revised Code related to the reduction in force of teaching staff to include, but not limited to, Ohio Revised Code 3319.17.

ARTICLE 10 — EVALUATION

- A. During September or October, the principal must review the forms and procedures with the teachers in his/her building who are scheduled for an evaluation during the school year.
- B. Each building principal and other employees of the Board holding administrative certification and positions which are designated by the superintendent to evaluate shall be the evaluators.

C. EVALUATION PROCEDURE

1. LIMITED CONTRACTS

Teachers whose contracts are up for renewal at the end of the school year and teachers who are eligible for consideration of continuing contracts will be evaluated at least twice during the year in which the teacher is up for renewal and/or consideration for a continuing contract.

A teacher eligible for a continuing contract, who is on a leave of absence that is greater than three (3) consecutive weeks which prevents the principal from completing the evaluation during the specified time period contained within this article, may be granted a one (1) year limited contract instead of a continuing contract. However, the Board retains the right to grant a continuing contract in these circumstances.

2. CONTINUING CONTRACTS

Tenured teachers will be scheduled for evaluation no less than once every five (5) years. However, a tenured teacher may be evaluated more frequently at the discretion of the administration. In such cases, the teacher, upon request, shall be told the reasons for the need for more frequent evaluations.

- 3. Teachers who are scheduled for an evaluation will have a choice of selecting, with mutual agreement of his/her evaluator, the procedure to be used as described in a, b, or c below. However, a teacher in his/her first year of teaching with the Board shall be evaluated in accordance with Phase I.

a. PHASE I

1. FIRST SET OF OBSERVATIONS

The first evaluation shall consist of a minimum of two (2) observations of at least thirty (30) consecutive minutes completed by the last day before winter break. The evaluation/observation document is found in Attachment A. The actual rubric to be used in implementing this form is found in Attachment B.

Within ten (10) workdays after each observation, the teacher shall receive a copy of the observation report, Attachment A. Either the teacher or principal may schedule a conference to discuss the report.

If a performance deficiency (an area marked with an "U") has been observed a conference shall be held within ten (10) workdays and specific written recommendations for improvement will be provided on the evaluation/observation document. This area of deficiency shall be observed and evaluated during the second set of observations with the teacher receiving written feedback on the second evaluation/observation document. The total number of deficient areas shall be limited to five (5) per evaluation.

2. SECOND SET OF OBSERVATIONS

The second evaluation consisting of at least two (2) observations of thirty (30) consecutive minutes shall occur after the first set of observations and by March 31.

Within ten (10) workdays after each observation, the teacher shall receive a copy of the observation report Attachment A. Either the teacher or principal may schedule a conference to discuss the report.

If a performance deficiency (an area marked with an "U") has been observed a conference shall be held within ten (10) workdays and specific written recommendations for improvement will be provided on the evaluation/observation document. If this area of deficiency (an area marked with an "U") is new to this particular evaluation it shall be carried over into the next school year for those teachers who have completed four (4) years in the district and shall be observed and evaluated during the first set of observations for that year with the teacher receiving written feedback on the first evaluation/observation document. The total number of deficient areas shall be limited to five (5) per evaluation.

3. For continuing contract teachers selecting Phase I the two sets of observations may be waived by the building principal. In such cases, the evaluation shall consist of a minimum of one (1) thirty (30) minute observation completed by May 15 of the year in which they are evaluated.

If a performance deficiency (an area marked with an "U") has been observed, a conference shall be held within ten (10) workdays and specific written recommendations for improvement will be provided on the evaluation/observation document. If the area of deficiency is established after the second evaluation, it shall be observed and evaluated the succeeding school year. The total number of deficient areas shall be limited to five (5) per evaluation.

b. PHASE II - PROCESS ORIENTED APPROACH

Any teacher who has successfully completed the Phase I assessment process and with the mutual agreement of his/her administrator, may participate in the Phase II process. The teacher shall assume responsibility for his/her evaluation and shall concentrate on a performance goal(s) that has an outcome for him/her.

The teacher and/or administrator shall select one or more (but not more than five) of the twenty-two professional practice components for the teacher to focus on during the school year using the rubric in Attachment B as a reference. The teacher will then complete the document titled "Phase II - Elevating Professional Performance Plan, Part I" (Attachment C).

The teacher and administrator shall mutually establish the method for evaluation that may (or may not) include observations. If observations are to be conducted, written feedback will be provided to the teacher following each observation that focuses on the progress being made towards the teacher's stated goal(s). If observations are not part of the method for evaluation, the teacher and administrator shall schedule at least two checkpoint conferences throughout the school year. Completion of the Part II of the evaluation document (Attachment C) will be made by May 15 of the school year.

At any time during this process the administrator may require the teacher to return to Phase I. A conference shall be held prior to implementing the Phase I process at which time the teacher will be told the basis for the change in evaluation. Subsequent observations shall be conducted in accordance to the Phase I requirements, within the applicable time frame of the provision.

c. PHASE III - PRODUCT ORIENTED APPROACH

Any teacher who has successfully completed the Phase I assessment process and/or has completed at least one year of teaching with the Board and with the mutual agreement of his/her evaluator, may participate in the Phase III process. The teacher shall assume responsibility for his/her evaluation and shall concentrate on the completion of a project that enhances his/her professional growth and directly or indirectly contributes to the district or students.

This phase of the evaluation process is designed to provide veteran teachers with the autonomy to pursue professional growth through a wide variety of activities. The teacher may or may not pursue a Phase III project which focuses on a Phase II performance goal. The teacher may develop a plan individually or with a colleague or group of colleagues. The activity may extend beyond one school year.

The teacher shall develop his/her plan for the project by completing the document titled "Phase III: Exploring Professional Growth Project, Part I" (Attachment D).

The teacher and administrator shall mutually establish the method for evaluation that may (or may not) include observations. If observations are to be conducted, written feedback will be provided to the teacher following each observation that focuses on the progress of the teacher's activities. If observations are not part of the method for evaluation, the teacher and administrator shall schedule at least two checkpoint conferences throughout the school year. Completion of the Part II of the evaluation document (Attachment D) will be made by May 15 of the school year that the project is finalized.

At any time during this process, the administrator may require the teacher to return to Phase I, using the Attachment A form. A conference shall be held prior to implementing the Phase I process at which time the teacher will be told the basis for

the change in evaluation. Subsequent observations shall be conducted in accordance to the Phase I requirements within the applicable time frame of the provision.

- D. The supervisory staff of the county office may visit teachers who are having difficulties and try to provide assistance in strengthening the areas where improvement is needed. County office personnel may do observations on teachers only as requested by the superintendent, principal or teacher.
- E. It is agreed that the evaluation process and these evaluation time lines shall supersede and replace the procedures set forth in 3319.111 of the Ohio Revised Code and to the extent this provision is in conflict with 3319.111 or 3319.11 of the Ohio Revised Code, this provision is controlling.
- F. Commencing with the 2011-12 school year an Evaluation Committee shall be formed to review and study the current evaluation procedure and forms in terms of current research and the use of best practices regarding evaluation systems.

The committee shall be comprised of one (1) representative from each building appointed by the Association President, the Association President and four (4) administrators appointed by the Superintendent. Additionally, each party may appoint up to one (1) consultant to assist and/or attend committee meetings.

At its first meeting, the Evaluation Committee shall:

1. Establish a timeline for completion of its review, which may include a time period for piloting an altered evaluation system and/or forms;
2. The committee shall also determine an approach/plan for its review, including but not limited to an analysis of current research and trends, potential legal requirements for evaluation systems in Ohio, and input from members of the bargaining unit.

The parties will approve any changes to the current evaluation procedure language and/or forms prior to implementation.

ARTICLE 11 — NOTIFICATION OF VACANCIES AND TRANSFERS

A. Vacancies and Postings

1. Vacancy – is an open certified position which results from a transfer, resignation, retirement, death, nonrenewal, termination or the creation of a new position.
2. Vacancies shall be posted for five (5) calendar days. The exception shall be for vacancies occurring during the months of June and July, which shall be posted for ten (10) calendar days.
3. Vacancies shall be posted on the district web page and internal e-mail system.

4. Vacancies occurring during the school year shall be filled by a temporary employee for the remainder of the school year and shall be posted as a vacancy at the end of the school year.
5. The Association president shall be provided an e-mail of all certified/licensed postings.

B. Voluntary Transfers

1. A voluntary transfer is when a teacher requests a change to a different grade level, building, subject area or position.
2. Requests
 - a. A teacher interested in applying for a specific posted vacancy shall notify the superintendent by e-mail.
3. Filling Voluntary Transfer Requests
 - a. Any teacher with a request on file shall be offered an interview and considered for the vacancy for which he/she has expressed interest.
 - b. Recommendations to fill vacancies shall be made on factors such as experience, competency, qualifications, seniority, needs of the district and other relevant factors. When, in the sole and exclusive opinion of the superintendent, the qualifications of all applicants and those candidates not presently employed in the district are identical, the position shall be awarded to a teacher in the district.
 - c. If a teacher's request for a voluntary transfer is denied, he/she will be notified in writing. Upon request, the superintendent will meet with the teacher and his/her representative and provide written reasons for the denial.

C. Involuntary Transfers

1. An involuntary transfer is when the administration initiates a change to a different grade level, building, subject area or position.
2. When an involuntary transfer must be made solely based on student enrollment which results in reducing the number of classes within a grade level within a building, a meeting shall be held with all teachers in the building where an explanation is provided regarding the enrollment data. At this time teachers will be informed of anticipated vacancies.
3. Prior to an involuntary transfer, the superintendent will meet with the teacher with the Association president present at the meeting. The reasons for the transfer shall be stated in writing to any teacher requesting such reasons through a written request.
4. For purposes of this provision, whenever possible, a teacher shall not be involuntarily transferred into a position for which he/she is not highly qualified. However, a teacher may be transferred to a position for which he/she is not highly qualified as a result of a reduction in force under Article 9 of this agreement.

D. Opening Of New Building

Prior to the opening of a new building and prior to any assignment of staff to the building representatives of the Board and the Association shall meet to discuss the manner in which the changes will occur.

ARTICLE 12 — SCHOOL CALENDAR

- A. Effective for the duration of this agreement, the school calendar shall consist of a maximum of one hundred eighty - four (184) days. One hundred eighty days shall be for instruction and may include two (2) parent-teacher conference days. The remaining four (4) days shall be scheduled as follows:

One (1) inservice/meeting day at the beginning of the school year before student arrival.

One (1) workday at the beginning of the school year before student arrival for the teacher to work in his/her classroom/assignment.

One (1) workday at the end of the school year.

One (1) inservice day held on the November election day. The professional development shall be planned by the Professional Development Committee.

Upon the expiration of this agreement and effective with the 2015-16 school year, the school calendar shall consist of a maximum of one hundred eighty-five (185) days. One (1) workday between semesters will be added back into the calendar. Such day shall be used for completing reports, grading and recording results and working in classrooms.

- B. The teachers shall have the opportunity to submit suggestions for school calendars to the superintendent. The calendars shall be perpetual and set for three (3) years in advance.
- C. Teachers are required to attend the building's orientation. In buildings where a separate open house and orientation are scheduled, the teachers shall be required to attend both the open house and orientation and shall be paid in the amount of sixty (\$60.00) dollars per open house attendance.

ARTICLE 13 — LENGTH OF WORK DAY

- A. The length of the work day shall be seven and one-half (7-1/2) hours, which includes a minimum of thirty (30) minutes of uninterrupted duty-free lunch period.
- B. A teacher's workday may exceed seven and one-half (7-1/2) hours in length for staff meetings, curriculum meetings, detention duty, conferences, open house, orientation, and graduation.

- C. A reasonable effort will be made to schedule required meetings and conferences during the school day of seven and one-half (7-1/2) hours. Parent-teacher conferences may be scheduled on a building-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in A. above. However, a comp day shall be provided within the calendar to accommodate the additional hours for the conferences.
- D. A committee shall be established to allow teachers input into the planning of the early release time. The Association president shall appoint one (1) teacher from each building, one (1) special education teacher and one (1) fine arts teacher to serve on this committee. The administration shall appoint up to six (6) representatives to the committee.

Effective with the start of the 2008 – 09 school year, one early release day per month shall be designated for data entry.

The above language is not intended to require the school calendar to contain early release days.

ARTICLE 14 — TEACHING ASSIGNMENTS

- A. Classroom teachers will be notified of their tentative teaching assignment for the next school year no later than July 31.

It is understood that, due to resignations, program development or course changes created by the State Department, some later assignments may be made with the agreement of the individual teacher.

- B. The high school and junior high principals will use the following guidelines in developing and assigning teachers to their teaching schedules:
 - 1. Separate teacher subject assignments and preparations, exclusive of study halls and activity-type classes as prescribed in the Minimum Standards for Ohio High Schools, will be limited to four (4) per day each semester at the high school and five (5) per day each semester at the junior high school. However, attempts shall be made to assign three (3) preparations per day each semester at the high school and four (4) preparations per day per semester at the junior high.
 - 2. A separate teacher subject assignment and preparation is defined as any course offering which has an approved textbook(s) and/or course of study and requires a separate, definite lesson plan on the part of the instructor.
 - 3. Additional assignments above the number specified in the first sentence in (1) above may be arranged with the agreement of the teacher. This situation could come about due to resignations, conflicts in scheduling, increased number of course offerings, changes in curriculum structure, the nature of a particular department's course offerings, or course changes dictated by the State Department, by the county or local school district.

- C. If the principal and teacher cannot agree on what constitutes an activity-type, nonactivity-type class or separate teacher preparation, the Minimum Standards for Ohio High Schools will apply.
- D. Attempts shall be made to provide those teachers assigned to teach advanced placement courses, including advanced composition, with a minimum of one additional preparation period or one study hall assignment per day.

ARTICLE 15 — PREPARATION PERIODS

A. Elementary

1. All elementary teachers shall have a minimum of two hundred (200) minutes per week for planning, with at least one (1) preparation period per student day of not less than thirty (30) continuous minutes.
2. A regular classroom teacher's daily preparation period may be when students are in art, music, physical education or library.

B. Junior High

Unless otherwise agreed by the teacher(s), all junior high teachers shall have a minimum of one (1) daily preparation period equal to one (1) class period in length.

C. High School

All high school teachers shall have a daily preparation period equal to one (1) class period in length.

- D. In the event that a teacher agrees to accept the assignment of an additional class in lieu of his/her regularly scheduled preparation period for a semester or school year, he/she shall be compensated a fractional amount of his/her daily rate of pay, based upon the number of periods in the school day.

ARTICLE 16 — SUBSTITUTES

- A. The Board shall attempt to provide substitutes for all teachers.
- B. A teacher agreeing to substitute for an absent teacher during his/her preparation period or whose special is cancelled resulting in a loss of planning time shall be paid twenty-five (\$25.00) dollars for each incident that he/she accepts such duty.
- C. Teachers assigned to cover students not normally assigned to him/her shall be paid the full daily substitute rate for the day distributed evenly among those teachers.

ARTICLE 17 — JOB SHARING

A. Definition

Job sharing is defined as an assignment when two (2) teachers share one teaching position involving the same students.

B. Request/Approval For A Job Sharing Assignment

1. Teachers interested in a job sharing assignment must submit a written proposal outlining the elements of their program to the building principal prior to March 1st of the year prior to the proposed assignment.
2. The building principal must agree to the assignment and indicate, in writing, his/her acceptance of the submitted program. Additionally, the proposed job sharing assignment must include the signature of the Association President, particularly if the plan alters any condition specified in the contract.
3. Final approval of a job sharing assignment rests with the superintendent. Such decision shall be final and not subject to appeal or the grievance procedure.
4. A job sharing assignment shall be in effect for one school year.
5. Required and suggested elements of a job sharing proposal will be available through the building principal.

C. Teacher Rights

1. Teachers in a job sharing assignment shall maintain full rights and benefits under the contract, except as modified by this Article, including but not limited to the items listed below.
2. Teachers shall be paid on the appropriate step/column on the salary schedule, pro-rated based upon the actual hours worked.
3. Seniority shall accrue in accordance with Article 1, Section D (5).
4. Credit for movement on the salary schedule shall accrue in accordance with Article 45, Section E.
5. A teacher will receive a full day's pay if substituting for the other job sharing teacher.
6. Each teacher shall have the option of receiving dental and hospitalization coverage. However, the amount paid for the premiums by the Board shall be in accordance with Article 42 and 43 (B).

7. Each teacher shall be provided a single vision insurance policy in accordance to Article 44.
8. Each teacher shall be provided a life insurance policy in accordance with Article 41 with the coverage amount pro-rated based upon the hours worked.

D. Discontinuation of Job Sharing

1. If, due to unforeseen circumstances, a teacher is not able to continue in a job sharing assignment for the full school year, the other teacher will be required to assume all teaching responsibilities and return to full-time status.
2. Should a teacher, both teachers, principal or superintendent wish to discontinue the job sharing assignment for a subsequent school year, the teacher with the greatest seniority shall retain the position on a full-time basis. The teacher with the less seniority shall be allowed to transfer to a vacancy for which he/she is certified. If there is not a vacancy, the teacher shall be placed on the reduction in force list and retain all rights specified in Article 9.

ARTICLE 18 — PERSONNEL FILE

- A. A personnel file for each teacher shall be maintained in the central office. Such file shall be the official file for each teacher.
- B. Any person, other than an employee of the district, who reviews a teacher's personnel file shall sign and date an access sheet which shall be included in the front of the file. A teacher will be informed whenever someone who is not employed by the Board reviews his/her file.
- C. The file may be inspected by the teacher involved at reasonable times; such inspection shall be in the presence of the superintendent, principal or designee.
- D. Upon request, copies of material contained in the file shall be provided the teacher at his/her expense.
- E. Anonymous letters or complaints shall not be placed in a teacher's file or made a matter of record.
- F. Any record or reference to a liability claim shall not be made part of a teacher's personnel file.
- G. Written complaints, as referenced in Article 20, shall not be placed in a teacher's personnel file unless substantiated through an investigation as defined in Article 25, Progressive Discipline. In such cases, the actual complaint will not be placed in the file, but rather the documentation of the principal's investigation.

ARTICLE 19 — POLICY HANDBOOK

A copy of the Board Policy Handbook shall be available in each school library in the district. Additionally, the Association president will be provided two copies of the Board Policy Handbook.

ARTICLE 20 — PARENTAL COMPLAINT

- A. If the principal or superintendent receives a complaint against a teacher that the administration intends to investigate, the principal shall notify the teacher of that fact within a reasonable period of time and allow the teacher to present his/her response to the complaint as part of the investigation.
- B. After investigating the matter, and if the principal believes there is validity to the complaint, he/she shall encourage the complaining party and the teacher to meet to resolve the matter. If either the complaining party or the teacher do not wish to meet, then the principal will take the action he/she deems appropriate as a result of the investigation. The teacher or the complaining party has the right to meet with the superintendent or his/her designee if he/she is not satisfied with the principal's disposition of the matter.
- C. Board members receiving complaints about teachers shall refer the complaining party to the superintendent. The superintendent shall direct the complaint to the building principal who shall follow the above procedure.
- D. Written complaints will follow Article 18 - Personnel File.

ARTICLE 21 — PARENTAL OBSERVATIONS

- A. In the event that parents wish to schedule a classroom observation, such arrangements will be made with the principal after consultation with the teacher. Such observations shall be restricted to the classroom to which the parent's child is assigned and shall be for a maximum of thirty (30) minutes at the elementary building and one class period at the high school and junior high school.
- B. Request by parents for student classroom assignment shall be made in writing and shall specify the needs of the child. Whenever possible, the administration shall review such requests and make classroom assignment decisions based upon those needs.

ARTICLE 22 — CURRICULUM COMMITTEES

A teacher asked to serve on a Curriculum Committee shall be provided release time or compensation to perform such responsibilities.

ARTICLE 23 — SCHOOL CLOSING

When schools are closed by the superintendent and/or the Board, teachers shall not be required to report to school. Teachers who are on paid leave shall not be charged for their absence. It is understood that make-up days will be worked by teachers at no additional cost to the district.

ARTICLE 24 — DISPENSING MEDICATION

Except for nurses and/or emergency situations, a teacher will not be required to perform invasive medical procedures such as catherization or injection to a student.

ARTICLE 25 – PROGRESSIVE DISCIPLINE

- A. The superintendent may issue a verbal reprimand, written reprimand or a suspension without pay for infraction of Board policies and procedures or professional misconduct.
- B. Before a teacher receives any form of discipline the following process shall occur:
 - 1. Arrangements shall be made for a pre-disciplinary conference. The teacher shall be notified of the purpose of the conference and the right to bring a representative of his/her choice to the conference. The circumstances shall be explored with the teacher allowing for time to respond and provide explanation of the incident.
 - 2. Following the conference, the superintendent may issue a verbal or written reprimand which shall state the reason for the discipline. The teacher shall have the right to attach his/her rebuttal to the reprimand.
 - 3. In situations of extreme gravity or repeated failure to adhere to Board policy and procedures and/or directives, the superintendent may issue a suspension without pay for up to five (5) days, following the conference held in accordance with 1 above.
- C. The conference shall precede any discipline as stated above except in circumstances where removal from duties may be necessary. In such case, the teacher shall be placed on a paid administrative leave until such time that a conference can be held and appropriate discipline determined.
- D. Upon the recommendation of the superintendent, the Board may suspend a teacher without pay for a period exceeding five (5) days but not more than ten (10) days.
- E. A teacher may challenge any discipline through the grievance procedure.
- F. A reprimand and/or record of suspension shall be removed from the teacher's personnel file after three (3) years, provided no other similar occurrence has happened.

SECTION III - LEAVES OF ABSENCE

ARTICLE 26 JURY DUTY 27
ARTICLE 27 CHILD REARING LEAVE 27
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(THE LEAVE PROVISIONS OF THIS AGREEMENT (ARTICLES 26 THROUGH 32) SHALL BE UNIFORMLY APPLIED TO ALL MEMBERS.)

ARTICLE 26 — JURY DUTY

In the event a teacher is selected for jury duty, the Board shall pay the teacher's regular salary. The remuneration received for serving as a juror shall be returned to the treasurer of the Kings Local School District as soon as it is received.

ARTICLE 27 — CHILD REARING LEAVE

The Board will grant a leave of absence to a teacher, without pay, for the purpose of rearing his/her own newly-born child or a newly-adopted child.

- A. A teacher who wishes to take leave under this article shall make application to the Board at least forty-five (45) days prior to the commencement of said leave, unless an adoption is involved where there is insufficient notice prior to the placement, in which case the forty-five (45) days will be waived.
- B. Leave under this article may be granted for a period of up to one (1) year plus the remaining portion of the school year in which the leave commences.
- C. For return from approved leave, said teacher shall resume his/her previous contract status and may be considered for the same or similar position.
- D. Extensions may be renewed upon written application but only upon the recommendation of the superintendent and the approval of the Board. Application for the extension of child rearing leave shall be filed by the teacher on or before forty-five (45) days prior to the expiration date of the leave. In extenuating circumstances, this time requirement may be waived by the Board.
- E. This leave is restricted to one person per family.

ARTICLE 28 — ASSAULT LEAVE

- A. A teacher who is physically injured as a result of a physical assault on him/her occurring while the teacher is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function and not caused by another employee of the district shall be entitled to assault leave.
- B. When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each school year.

- C. Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice whenever assault leave is taken. In such event, the Board shall pay the full cost of the examination.
- D. The superintendent may grant additional days in his/her sole discretion.

ARTICLE 29 — PROFESSIONAL MEETING DAYS

- A. With the approval of the superintendent, a teacher may attend professional meetings without loss of salary. Written requests shall be submitted to the superintendent or designee fifteen (15) calendar days prior to the professional meeting.
- B. An estimate of expenses shall be submitted with the request for which reimbursement is sought. The superintendent shall grant or deny the request as he/she deems appropriate within ten (10) calendar days.

ARTICLE 30 — PERSONAL LEAVE

- A. Application for personal leave shall be signed by the applicant and submitted in writing to the office of the principal at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise making compliance impossible, the principal shall be notified with the personal leave form submitted to the principal within three (3) days after date of absence.
- B. Three (3) unrestricted personal leave days shall be granted each year except 1) on days on which regularly scheduled district meetings have been called, except in unusual circumstances or emergency situations; and 2) or on the first or last day of the school year, except for unusual circumstances or emergencies. Exception days must have prior approval of the superintendent.
- C. Teachers shall have the following options regarding unused personal days during the school year:
 - 1. Convert to sick leave by July 1 of each year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay; or
 - 2. Rollover to personal days for the following school year, to a maximum of four (4) days.

If a teacher does not notify the treasurer's office by July 1, unused days shall automatically convert to sick leave days.

- D. The superintendent may grant additional personal days if, in his/her opinion, it is warranted.
- E. No more than ten percent (10%) of those teachers assigned to a building shall be eligible for personal leave at one time.

- F. Personal leave days will be charged in increments of 1/2 day.
- G. Teachers employed after December 1 of the school year, shall be entitled to one (1) day of personal leave during this year.

ARTICLE 31 — SABBATICAL LEAVE

A teacher who has completed five (5) years of service in the Kings Local School District shall, upon the recommendation of the local superintendent and approval of the Board, be granted a leave of absence for one or two semesters, subject to the following restrictions:

- A. The teacher shall present to the local superintendent for approval, a plan for professional growth prior to such grant of such leave and, at the conclusion of the leave, provide evidence that the plan was followed.
- B. The teacher shall be required to return to the district at the end of the leave for a period of at least two (2) years, unless such teacher has completed twenty-five (25) years of teaching in this state.
 - 1. Each teacher taking such a leave shall sign a promissory note stating that, in the event that the teacher does not return to the service of the school district at the end of the leave, or does not complete the required two (2) year period, any monies paid under the provisions of Section D of this article shall be paid back to the school district in the manner stated in the promissory note.
- C. The Board shall not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than one teacher in the elementary level and one teacher at the secondary level at any one time.
- D. A partial salary shall be paid in an amount which represents the difference between the replacement teacher's pay and the teacher's expected salary. Additionally, the teacher may pay the cost of group insurance coverage premiums during such approved leaves.
- E. No leave shall be longer than one (1) school year.
- F. No leave shall be granted to any teacher more often than once for every five (5) years of service.
- G. No leave shall be granted a second time to the same individual when other teachers have filed a request for such leave.

ARTICLE 32 — SICK LEAVE

- A. The Ohio Revised Code grants a minimum of one and one-fourth (1-1/4) sick leave days per month. Teachers new to the district shall have available five (5) days any time during the first four (4) months; at the end of the fifth month and each month thereafter, one and one-fourth (1-1/4) additional days are earned. The cumulative total after being

under continuous contract for twelve (12) months will be fifteen (15) days. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. A teacher may appeal to the Board in writing through the superintendent for special consideration for additional sick leave because of extreme hardship.

- B. Sick leave will be granted for the following circumstances: personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to others and for absence due to illness, injury or death in the teacher's immediate family.

The immediate family shall be defined as the teacher's mother, father, husband, wife, child including step or foster child, those persons living in the teacher's household, sister, brother, in-laws, grandparent, grandchild, aunt, uncle, niece, nephew or a close friend of the immediate family. Use of sick leave for a close friend requires prior approval from the superintendent. Additionally, sick leave for in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews or a close friend shall only be used in cases of a catastrophic, life-threatening condition, death or serious illness.

Two (2) days of the teacher's sick leave accumulation shall be allowed on the occasion of the death or serious illness of a teacher's in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews or a close friend within a 300-mile radius.

- C. Sick leave may be used for the adoption or foster placement of a child. However, verification from a physician will be required indicating the need for the teacher to attend to the child.
- D. Sick leave accumulation shall be two hundred forty-one (241) days for the 2008-09 school year; two hundred forty-seven (247) days for the 2009-2010 school year.
- E. Sick leave may be used in full or 1/2 day increments. Upon mutual agreement with the building principal, sick leave may also be used in 1/4 day increments.
- F. In order to plan for the scheduling of a substitute, a teacher may be required to provide verification from a physician after the use of six (6) consecutive days of sick leave. Such verification does not require the reason for the use of sick leave or the diagnosis, but that the teacher is under physician care and the anticipated date that the teacher shall be able to return to work.

If the case of a planned surgery, the teacher shall communicate with the principal as to the amount of sick leave that will be needed/utilized and the anticipated date of return. Arrangements as to the transition that may be necessary for the teacher to fully return to work shall also be discussed.

- G. After exhaustion of sick leave, a teacher upon written request, will be advanced additional sick leave days up to an amount that the teacher may reasonably expect to accrue prior to the end of the school year.
- H. Nothing herein limits the authority of the Board to administer the sick leave provisions in accordance with Section 3319.141 of the Ohio Revised Code.

ARTICLE 33 — TAX SHELTERED ANNUITIES

- A. If a minimum of ten (10) teachers initiates a payroll deduction for a tax sheltered annuity from the same carrier, the Board will consider a particular annuity and/or deduction as eligible and/or qualifying for tax shelter payroll deduction.
- B. The Board shall not be held responsible when implementing said deductions for any errors made by the teacher or insurance carrier.
- C. A teacher may add an annuity or make changes to current annuities anytime throughout the year.

ARTICLE 34 — TRANSPORTATION ALLOWANCE

Teachers required to travel from building to building or other assigned travel shall be reimbursed at the rate established by the IRS. The IRS rate shall be effective January 1st of that year.

ARTICLE 35 — SEVERANCE PAY

- A. A teacher employed by the Board may elect, at the time of retirement from active service under the State Teachers Retirement System, to be paid as follows:
 - 1. A teacher with a minimum of five (5) years and no more than eleven (11) years of service with the Board shall be paid for the value of his/her accrued but unused sick leave, but not to exceed one-fourth (1/4) of accumulated days.
 - 2. A teacher with a minimum of twelve (12) years or more of service with the Board shall be paid for the value of his/her accrued but unused sick leave, but not to exceed one-third (1/3) of accumulated days.
- B. Retirement is defined as disability or severance retirement under any state or municipal retirement system in the State of Ohio.
- C. Payment shall be made to the teacher as follows:
 - 1. One-half payment shall be made no later than thirty (30) days after the effective date of retirement.
 - 2. The second one-half payment shall be made during the month of the following January.
 - 3. If the amount of payment is fifteen hundred dollars (\$1500) or less, it will be paid in one (1) installment within thirty (30) days after the effective date of retirement.
- D. In the event of death of a teacher prior to the receipt of all of his/her retirement pay (severance), the balance due shall be paid to the beneficiary of the teacher.

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ARTICLE 36 — EARLY NOTIFICATION RETIREMENT BONUS

Any teacher who submits his/her letter of resignation for retirement purposes in accordance with the requirements provided herein shall be eligible to receive a compensation bonus of one thousand and 00/100 (\$1,000.00) dollars. Said compensation shall be included in the teacher's first severance check.

1. A teacher retiring at the completion of the first semester must submit his/her written letter of resignation to the superintendent/human resources director no later than June 15th prior to the school year the teacher retires.
2. A teacher retiring at the completion of the second semester must submit his/her written letter of resignation to the superintendent/human resources director no later than January 15th of the school year the teacher retires.

ARTICLE 37 — NATIONAL BOARD CERTIFICATION

- A. Beginning with the year obtained, the Board shall provide a \$1,500 bonus each year to a maximum of five (5) years or \$7,500 to each teacher who attains National Board Certification, provided the teacher is actively employed by the Board at the time each payment is made. Said payment shall be issued in a separate check with the May supplemental payment of each year.
- B. The \$1,500 stipend shall not be retroactive for those teachers who have already received an annual bonus of \$1,000. However, said teachers, eligible for the stipend for a maximum of five (5) years, shall now be paid \$1,500 for any remaining years.
- C. A teacher shall be entitled to use at least one (1) professional leave day during the school year to attend to activities to fulfill the requirements for the National Board Certification.

ARTICLE 38 — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Teachers appointed by the Association shall be provided release time or paid the hourly rate of the base salary for each hour necessary to complete the duties and responsibilities, not to exceed \$1200 annually.

ARTICLE 39 — STRS PICK-UP

The Board herewith agrees to pick-up, by salary reduction, contributions to the State Teachers Retirement System on behalf of the teachers in the bargaining unit on the following terms and conditions:

- A. An amount equal to the teacher's total contribution will be picked up and paid on behalf of each teacher, including contributions on supplemental earning.

- B. The Board shall compute and remit all applicable contributions to STRS based upon annual salaries in effect and any other earned compensation(s)*.
- C. The pick-up percentage shall apply uniformly to all teachers of the bargaining unit and no member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall become effective immediately upon the ratification of this master contract.
- E. Definitions — *Annual salary - the adjusted salary plus the employer pick-up of the teacher's contribution to STRS. Adjusted salary - the annual salary minus the employer pick-up (salary which appears on the teacher's W-2 form).
- F. It is understood by the parties that computation of all supplemental salaries, extended time salaries, etc., will be computed upon the annual salary in effect at the time of computation.

The Board and the Association agree that should there be any statutory change(s) in the amount of the employee/employer's contributions to STRS different from the current ten percent (10%) employee/fourteen percent (14%) employer contribution, the Board shall pick up the statutory increase in the employee's contribution not to exceed a maximum of fourteen percent (14%) employer contribution. This section shall apply only during the life of this agreement.

ARTICLE 40 — CREDIT UNION

Payroll deduction for the approved credit union shall be by the request of the teacher at any time during the calendar year.

ARTICLE 41 — LIFE INSURANCE

The Board will provide \$50,000 group term life insurance and accidental death and dismemberment coverage for each full-time teacher.

ARTICLE 42 — DENTAL INSURANCE

- A. The Board will provide the Coresource Dental Plan Schedule 16T, or its equivalent, through the term of this master contract.
- B. Insurance information — The carrier will provide the Association with a copy of the signed contract with the Board, including specifications of coverage. The insurance carrier shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.
- C. Teachers hired after August 1, 1999, must be assigned to work at least 18.75 hours per week in order to be eligible for dental coverage. The Board's share of the monthly

premium for teachers assigned to work less than full-time shall be prorated as specified in Article 1 D (3).

- D. The orthodontic lifetime maximum shall be increased to \$2,000.

ARTICLE 43 — HOSPITALIZATION

- A. The Board shall provide the teachers with a health insurance plan. Effective October 1, 2011, the Board shall provide a health insurance plan through the Education Purchasing Council (EPC) with specifications as attached. Different coverage or availability of plan selection may be altered during the term of this contract to avoid or reduce premium increases provided that the insurance committee, as described in C. below, has reviewed options and notified the Board and the Association of the necessary changes.
- B. The Board shall pay eighty-five (85%) percent of the annual premium for a single or family hospitalization plan. Such amounts are paid on a monthly basis, with the Board contribution divided by twelve (12) months. Teachers hired after August 1, 1999, must be assigned to work at least 18.75 hours per week in order to be eligible for health insurance coverage. The Board's share of the monthly premium for teachers assigned to work less than full-time shall be prorated as specified in Article 1 D (3).
- C. Insurance Committee
 - 1. An insurance committee shall be formed whose purpose shall include, but not be limited to, a review of the current insurance coverage and carriers. The committee shall meet upon the written request of either the superintendent or the Association president. The committee shall consist of one (1) Association representative from each building, three (3) Board representatives and two (2) representatives from OAPSE. Either party may request that a consultant of its choice attend committee meetings provided advance notice is made to the other party.
 - 2. For years 2012-13, 2013-14, and 2014-15 if the premium increases exceed ten percent (10%) the Committee shall be required to determine plan design changes to reduce premium increases to ten percent (10%) or less.
- D. The insurance carrier will provide the Association with a copy of the signed contract with the Board including specification of coverage. The insurance carrier shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.
- E. Teachers may participate in a cafeteria plan as provided by Section 125 of the IRS Code.
- F. In cases of retirement through STRS, hospitalization coverage shall continue as stated above until the official effective date of the teacher's retirement. For example, if the teacher retires effective June 1, the last day of coverage through the Board's health insurance plan shall be May 31; if the teacher retires effective September 1, the last day of coverage through the Board's health insurance plan shall be August 31.

ARTICLE 44 — VISION INSURANCE

- A. The Board will pay \$180.00 of the annual premiums for the current single Vision Service Plan Insurance, or its equivalent. Such amounts are paid on a monthly basis, with the Board contribution divided by twelve (12) months.
- B. Should a family plan become available through the insurance carrier, the Board shall pay \$180.00 of the annual premium for teachers electing a family plan.
- C. Insurance information — The carrier will provide the Association with a copy of the signed contract with the Board, including specifications of coverage. The insurance carrier shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.

ARTICLE 45 — SALARY

- A. The base salary for the 2011-12 school year is \$37,861
The base salary for the 2012-13 school year is \$38,240.
The base salary for the 2013-14 school year is \$38,909.
The base salary for the 2014-15 school year is \$39,590.
- B. Hours beyond the Master's Degree must be graduate semester hours (or quarter hour equivalent) in education and/or the teacher's content area. Other graduate semester hours are subject to the prior approval of the superintendent.

Up to ten (10) hours of graduate semester hours (or quarter hour equivalent) taken prior to or while taking coursework towards the completion of a teacher's master's degree will qualify as hours necessary for placement on the MA+20 hour column. The remaining ten (10) hours must be for coursework taken after the teacher has earned his/her master's degree.

For teachers initially hired for the 2005-06 school year and thereafter, any graduate semester hours that qualify for movement onto the master's +20 column must be taken after the teacher has earned his/her master's degree and the paragraph immediately above this one is not applicable.

- C. In order to be eligible for a horizontal movement on the salary schedule at the start of the school year, a copy of the teacher's grades and/or transcripts must be provided to the superintendent's office no later than September 30.
- D. Teachers shall be paid through direct deposit. The teacher must provide data necessary to process the direct deposit at least two (2) weeks in advance of the scheduled pay date(s).
- E. A teacher on paid status for one hundred twenty (120) days or more days in one year shall be entitled to move one step on the salary schedule at the start of the subsequent school year.

F. Step Freezes

- a. However, effective during the 2011-12 school year and the 2012-13 school year, Section E above shall be waived and step increase shall not be granted. In other words, teachers shall not move onto the next step for these two (2) school years, or be granted credit for such years in subsequent school years.
- b. Additionally, effective during the 2013-14 school year and the 2014-15 school year, Section E above shall be waived and step increases shall not be granted unless the district's tangible personal property reimbursement remains the same as provided by the state in the 2012-13 school year. In such case, the steps shall be honored as specified in the first paragraph of this section.
- c. Notwithstanding Sections a. and b., upon the expiration of this agreement, Section E above shall again become effective with 2015-16. However, teachers shall not receive credit or placed on the salary schedule for any of the years in which the provisions in Section E above has been waived.

F. 2011-2012 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>
0	30,933 0.8170	37,861 1.0000	39,830 1.0520	41,799 1.1040	43,768 1.1560
1	32,220 0.8510	38,830 1.0520	41,799 1.1040	43,768 1.1560	45,737 1.2080
2	33,507 0.8850	41,799 1.1040	43,768 1.1560	45,737 1.2080	47,705 1.2600
3	34,795 0.9190	43,768 1.1560	45,737 1.2080	47,705 1.2600	49,674 1.3120
4	36,082 0.9530	45,737 1.2080	47,705 1.2600	49,674 1.3120	51,643 1.3640
5	37,369 0.9870	47,705 1.2600	49,674 1.3120	51,643 1.3640	53,612 1.4160
6	38,657 1.0210	49,674 1.3120	51,643 1.3640	53,612 1.4160	55,581 1.4680
7	39,944 1.0550	51,643 1.3640	53,612 1.4160	55,581 1.4680	57,549 1.5200
8	41,231 1.0890	53,612 1.4160	55,581 1.4680	57,549 1.5200	59,518 1.5720
9	42,518 1.1230	55,581 1.4680	57,549 1.5200	59,518 1.5720	61,487 1.6240
10	43,806 1.1570	57,549 1.5200	59,518 1.5720	61,487 1.6240	63,456 1.6760
11	45,093 1.1910	59,518 1.5720	61,487 1.6240	63,456 1.6760	65,425 1.7280
12	46,380 1.2250	61,487 1.6240	63,456 1.6760	65,425 1.7280	67,393 1.7800
13	47,668 1.2590	63,456 1.6760	65,425 1.7280	67,393 1.7800	69,362 1.8320
14	47,668 1.2590	65,425 1.7280	67,393 1.7800	69,362 1.8320	71,331 1.8840
15	47,668 1.2590	65,425 1.7280	67,393 1.7800	71,407 1.8860	73,375 1.9380
20	48,955 1.2930	67,393 1.7800	69,362 1.8320	73,451 1.9400	75,420 1.9920
27	50,242 1.3270	69,362 1.8320	71,331 1.8840	75,496 1.9940	77,465 2.0460
28	51,529 1.3610	71,331 1.8840	73,300 1.9360	77,540 2.0480	79,509 2.1000
29	52,817 1.3950	73,300 1.9360	75,269 1.9880	79,585 2.1020	81,554 2.1540

G. 2012-2013 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>
0	31,242 0.8170	38,240 1.0000	40,228 1.0520	42,217 1.1040	44,205 1.1560
1	32,542 0.8510	40,228 1.0520	42,217 1.1040	44,205 1.1560	46,194 1.2080
2	33,842 0.8850	42,217 1.1040	44,205 1.1560	46,194 1.2080	48,182 1.2600
3	35,143 0.9190	44,205 1.1560	46,194 1.2080	48,182 1.2600	50,171 1.3120
4	36,443 0.9530	46,194 1.2080	48,182 1.2600	50,171 1.3120	52,159 1.3640
5	37,743 0.9870	48,182 1.2600	50,171 1.3120	52,159 1.3640	54,148 1.4160
6	39,043 1.0210	50,171 1.3120	52,159 1.3640	54,148 1.4160	56,136 1.4680
7	40,343 1.0550	52,159 1.3640	54,148 1.4160	56,136 1.4680	58,125 1.5200
8	41,643 1.0890	54,148 1.4160	56,136 1.4680	58,125 1.5200	60,113 1.5720
9	42,944 1.1230	56,136 1.4680	58,125 1.5200	60,113 1.5720	62,102 1.6240
10	44,244 1.1570	58,125 1.5200	60,113 1.5720	62,102 1.6240	64,090 1.6760
11	45,544 1.1910	60,113 1.5720	62,102 1.6240	64,090 1.6760	66,079 1.7280
12	46,844 1.2250	62,102 1.6240	64,090 1.6760	66,079 1.7280	68,067 1.7800
13	48,144 1.2590	64,090 1.6760	66,079 1.7280	68,067 1.7800	70,056 1.8320
14	48,144 1.2590	66,079 1.7280	68,067 1.7800	70,056 1.8320	72,044 1.8840
15	48,144 1.2590	66,079 1.7280	68,067 1.7800	72,121 1.8860	74,109 1.9380
20	49,444 1.2930	68,067 1.7800	70,056 1.8320	74,186 1.9400	76,174 1.9920
27	50,744 1.3270	70,056 1.8320	72,044 1.8840	76,251 1.9940	78,239 2.0460
28	52,045 1.3610	72,044 1.8840	74,033 1.9360	78,316 2.0480	80,304 2.1000
29	53,345 1.3950	74,033 1.9360	76,021 1.9880	80,380 2.1020	82,369 2.1540

H. 2013-2014 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>
0	31,789 0.8170	38,909 1.0000	40,932 1.0520	42,956 1.1040	44,979 1.1560
1	33,112 0.8510	40,932 1.0520	42,956 1.1040	44,979 1.1560	47,002 1.2080
2	34,434 0.8850	42,956 1.1040	44,979 1.1560	47,002 1.2080	49,025 1.2600
3	35,757 0.9190	44,979 1.1560	47,002 1.2080	49,025 1.2600	51,049 1.3120
4	37,080 0.9530	47,002 1.2080	49,025 1.2600	51,049 1.3120	53,072 1.3640
5	38,403 0.9870	49,025 1.2600	51,049 1.3120	53,072 1.3640	55,095 1.4160
6	39,726 1.0210	51,049 1.3120	53,072 1.3640	55,095 1.4160	57,118 1.4680
7	41,049 1.0550	53,072 1.3640	55,095 1.4160	57,118 1.4680	59,142 1.5200
8	42,372 1.0890	55,095 1.4160	57,118 1.4680	59,142 1.5200	61,165 1.5720
9	43,695 1.1230	57,118 1.4680	59,142 1.5200	61,165 1.5720	63,188 1.6240
10	45,018 1.1570	59,142 1.5200	61,165 1.5720	63,188 1.6240	65,211 1.6760
11	46,341 1.1910	61,165 1.5720	63,188 1.6240	65,211 1.6760	67,235 1.7280
12	47,664 1.2250	63,188 1.6240	65,211 1.6760	67,235 1.7280	69,258 1.7800
13	48,986 1.2590	65,211 1.6760	67,235 1.7280	69,258 1.7800	71,281 1.8320
14	48,986 1.2590	67,235 1.7280	69,258 1.7800	71,281 1.8320	73,305 1.8840
15	48,986 1.2590	67,235 1.7280	69,258 1.7800	73,382 1.8860	75,406 1.9380
20	50,309 1.2930	69,258 1.7800	71,281 1.8320	75,483 1.9400	77,507 1.9920
27	51,632 1.3270	71,281 1.8320	73,305 1.8840	77,585 1.9940	79,608 2.0460
28	52,955 1.3610	73,305 1.8840	75,328 1.9360	79,686 2.0480	81,709 2.1000
29	54,278 1.3950	75,328 1.9360	77,351 1.9880	81,787 2.1020	83,810 2.1540

I. 2014-2015 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>
0	32,345 0.8170	39,590 1.0000	41,649 1.0520	43,707 1.1040	45,766 1.1560
1	33,691 0.8510	41,649 1.0520	43,707 1.1040	45,766 1.1560	47,825 1.2080
2	35,037 0.8850	43,707 1.1040	45,766 1.1560	47,825 1.2080	49,883 1.2600
3	36,383 0.9190	45,766 1.1560	47,825 1.2080	49,883 1.2600	51,942 1.3120
4	37,729 0.9530	47,825 1.2080	49,883 1.2600	51,942 1.3120	54,001 1.3640
5	39,075 0.9870	49,883 1.2600	51,942 1.3120	54,001 1.3640	56,059 1.4160
6	40,421 1.0210	51,942 1.3120	54,001 1.3640	56,059 1.4160	58,118 1.4680
7	41,767 1.0550	54,001 1.3640	56,059 1.4160	58,118 1.4680	60,177 1.5200
8	43,114 1.0890	56,059 1.4160	58,118 1.4680	60,177 1.5200	62,235 1.5720
9	44,460 1.1230	58,118 1.4680	60,177 1.5200	62,235 1.5720	64,294 1.6240
10	45,806 1.1570	60,177 1.5200	62,235 1.5720	64,294 1.6240	66,353 1.6760
11	47,152 1.1910	62,235 1.5720	64,294 1.6240	66,353 1.6760	68,412 1.7280
12	48,498 1.2250	64,294 1.6240	66,353 1.6760	68,412 1.7280	70,470 1.7800
13	49,844 1.2590	66,353 1.6760	68,412 1.7280	70,470 1.7800	72,529 1.8320
14	49,844 1.2590	68,412 1.7280	70,470 1.7800	72,529 1.8320	74,588 1.8840
15	49,844 1.2590	68,412 1.7280	70,470 1.7800	74,667 1.8860	76,725 1.9380
20	51,190 1.2930	70,470 1.7800	72,529 1.8320	76,805 1.9400	78,863 1.9920
27	52,536 1.3270	72,529 1.8320	74,588 1.8840	78,942 1.9940	81,001 2.0460
28	53,882 1.3610	74,588 1.8840	76,646 1.9360	81,080 2.0480	83,139 2.1000
29	55,228 1.3950	76,646 1.9360	78,705 1.9880	83,218 2.1020	85,277 2.1540

ARTICLE 46 — COLLEGE COURSE REIMBURSEMENT

- A. An annual fixed budget of \$45,000.00 per school year shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. Any unused dollars expended in a year will be rolled over to the next year and added to the fixed budget amount, not to exceed \$60,000.
- B. Courses for reimbursement must be approved in advance by the superintendent. The work must be taken in the teacher's field of certification/license, in work to maintain or add to certification/license, in the field of education or technology, or in other work approved by the superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework approved and completed during the time period of September 1 through August 31 of each year. Actual reimbursement shall be paid in November. The maximum reimbursement a teacher can receive is the actual dollar amount for six (6) semester hours or eight (8) quarter hours. When a teacher is a participant in a scholarship program that provides partial payment for coursework, the reimbursement shall be determined based upon the university/college's actual cost of the credit hour.
- D. In order to be eligible for reimbursement, the following must be submitted to the superintendent's office by September 30:
 - 1. The bursar's statement for the course(s).
 - 2. A grade card with a grade B or better or a pass in a pass/fail course.
 - 3. A transcript when it is available.
- E. It shall be the teacher's responsibility to provide the above information by September 30 of each year. Failure to provide such information shall mean that the teacher's hours, even though approved in advance, shall not be included in the final reimbursement calculation and said teacher shall not receive payment.
- F. The teacher must be employed by the Board at the time that reimbursement is distributed.
- G. The Association president shall appoint up to three (3) teachers to compile the reimbursement forms submitted by the teachers and calculate the amount of payment for each teacher. Each teacher appointed shall receive one-half (1/2) day of release time in October of each year to complete this task.
- H. The above provisions shall apply for the reimbursement payments that will be provided in October 2011. However, for the remainder of this agreement, the Board and the Association agree to suspend this article, thereby relieving the Board with the financial obligation of establishing a fixed budget for college course reimbursement and reimbursing teachers for coursework taken during this period of time. Effective with the 2015-16 school year, the Board shall reinstate the budget of \$45,000 and teachers may begin submitting the appropriate paperwork for reimbursement, to be issued in October 2016.

ARTICLE 47 — SUPPLEMENTAL CONTRACTS

A. POSTING OF SUPPLEMENTAL CONTRACTS

1. The superintendent shall have posted, by March 1st of each year, in central office and each school building office, a list of all unfilled and available supplemental positions.
2. If a vacancy becomes available during the school year, such position shall be posted in each school building for three (3) working days. Teachers shall notify the superintendent, in writing, of his/her interest in the posted position.
3. All postings shall be sent to the SRC chairperson.

B. PAY FOR SUPPLEMENTAL CONTRACTS

1. If a supplemental contract is offered for a position listed on the schedule, the compensation for that position shall be in the amount designated on the schedule.
2. Pay for supplemental contract positions shall be issued in separate checks. Payment will be made at the conclusion of the season/activity in November, February, and May. Year round activities shall be paid on two separate occasions, with 1/2 pay issued in November; 1/2 pay issued in May.
3. Should the superintendent determine that there are not sufficient numbers of students participating in a supplemental activity, he/she may revoke the supplemental contract. Any such action by the superintendent must be taken by the end of the third week of the scheduled activity, and the teacher shall be paid a pro-rated portion of the supplemental contract for time worked prior to the superintendent's action.

C. PLACEMENT AND MOVEMENT ON THE SUPPLEMENTAL SALARY SCHEDULE

1. Experience as a coach/sponsor in either girl's or boy's sport/activity shall be counted equally toward total years of experience, provided such experience is within the same coaching field/activity.

Should a teacher with experience as a coach/sponsor in a particular sport/activity transfer to a supplemental position within the same sport/activity that pays at a lower level, he/she shall maintain his/her experience for placement on the salary schedule.

2. In order for the holder of a supplemental contract to receive one year of experience credit, he/she must complete all responsibilities and fulfill all time requirements for the year. Resignation of a supplemental contract prior to the completion of all responsibilities and time requirements will result in no experience credit being awarded for the year.

3. In order to receive a step increase in a supplemental position held by the teacher, the teacher must have held the same supplemental position in a prior year. A teacher may take a "leave" from holding a supplemental contract for three (3) school years and still maintain his/her level of experience for purposes of placement on the salary schedule. A teacher resuming a supplemental contract after having had a break for more than three (3) school years shall be placed at the first step for the supplemental position.
4. Years of experience as a coach/sponsor may be recognized for placement on the salary schedule for a teacher new to a supplemental position.

D. SUPPLEMENTAL REVIEW COMMITTEE

1. A Supplemental Review Committee (SRC) shall be appointed by the Board and the Association.
 - a. Appointments shall be for the length of this agreement, unless the appointee no longer meets the criteria established for his/her appointment.
 - b. Replacements shall be made in the same manner as used for the original appointments.
 - c. The Committee shall be composed of nine (9) members.
 1. Five (5) members shall be appointed by the president of the Association. At least one (1) of the appointees must be a holder of a fine arts supplemental contract. At least one (1) of the appointees must be a holder of an athletic supplemental contract. At least one (1) of the appointees must hold co-curricular or extra-curricular supplemental contract that is not athletic or fine arts related. At least one (1) appointee must hold no supplemental contract. At such time as an appointee no longer meets the criteria for his/her appointment, the president of the Association will name a replacement, using the criteria required to maintain the balance of positions as indicated above.
 2. Four (4) members shall be appointed by the superintendent. The superintendent may replace these appointees at his/her discretion.
2. The Supplemental Review committee will be responsible for making a recommendation to the superintendent, after reviewing requests submitted by teachers and administrators, for:
 - a. Adding a position.
 - b. Deleting a position.
 - c. Moving a supplemental on the supplemental salary schedule (to be moved only at such time as a new negotiated agreement between the Board and Association shall be implemented).
 - d. Creating or revising a job description.
 - e. Reviewing all supplemental contract job descriptions and placement on the supplemental salary schedule prior to the expiration of this agreement.

3. The superintendent, upon receipt of the SRC recommendations, shall consider said recommendations and take appropriate action. The superintendent shall provide the SRC with his/her written decision regarding the recommendations with supporting rationale prior to any recommendations to the Board. In addition, the superintendent shall notify the SRC chairperson of the Board's action within ten (10) days following the Board meeting.
4. The Board, upon the superintendent's recommendations, may add supplemental contract positions at its discretion without the SRC's recommendation, provided it consults with the SRC prior to the placement on the salary schedule. In addition, the Board has the discretion to fill or not fill supplemental contract positions on a yearly basis.
5. The Supplemental Review Committee shall adopt its own procedures and meeting dates, notifying the Association president and the superintendent.

ARTICLE 48 – TEACHER LEADER POSITIONS

Any auxiliary curriculum support position such as a department chair or content coordinators, shall be paid \$1,500.00 a school year. The stipend shall be divided equally for those teachers electing to share said positions.

At the Junior High, a team leader shall be paid \$750.00 a school year.

The Board has the discretion to fill such positions. However, if the Board elects not to fill such positions, a teacher shall not be expected/required to complete the responsibilities of said positions.

ARTICLE 49 — MENTOR PROGRAM

A teacher shall be paid \$750 a year for serving as a mentor. The lead mentor shall be paid \$1,500 a year.

**SECTION E
SUPPLEMENTAL SALARY SCHEDULE**

<u>EXP.</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>
0	1.00%	2.00%	3.00%	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	15.00%
1	1.00%	2.25%	3.25%	4.275%	5.275%	6.275%	7.275%	8.30%	9.30%	10.30%	11.35%	12.35%	15.375%
2	1.00%	2.50%	3.50%	4.55%	5.55%	6.55%	7.55%	8.60%	9.60%	10.60%	11.70%	12.70%	15.75%
3	1.00%	2.75%	3.75%	4.825%	5.825%	6.825%	7.825%	8.90%	9.90%	10.90%	12.05%	13.05%	16.125%
4	1.00%	3.00%	4.00%	5.10%	6.10%	7.10%	8.10%	9.20%	10.20%	11.20%	12.40%	13.40%	16.50%
5	1.00%	3.25%	4.25%	5.375%	6.375%	7.375%	8.375%	9.50%	10.50%	11.50%	12.75%	13.75%	16.875%
6	1.00%	3.50%	4.50%	5.65%	6.65%	7.65%	8.65%	9.80%	10.80%	11.80%	13.10%	14.10%	17.25%
7	1.00%	3.75%	4.75%	5.925%	6.925%	7.925%	8.925%	10.10%	11.10%	12.10%	13.45%	14.45%	17.625%
8	1.00%	4.00%	5.00%	6.20%	7.20%	8.20%	9.20%	10.40%	11.40%	12.40%	13.80%	14.80%	18.00%
9	1.00%	4.25%	5.25%	6.475%	7.475%	8.475%	9.475%	10.70%	11.70%	12.70%	14.15%	15.15%	18.375%
10	1.00%	4.50%	5.50%	6.75%	7.75%	8.75%	9.75%	11.00%	12.00%	13.00%	14.50%	15.50%	18.75%

Percentage applied to base salary (BA Step 0) on the salary schedule in effect for the school year.

**SECTION F
KINGS LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

TITLE

STEP M

Football Varsity Coach - KHS
Basketball Varsity Men's Coach - KHS
Basketball Varsity Women's Coach - KHS
Band Director - KHS

STEP L

Baseball Varsity Coach - KHS

STEP K

Soccer Varsity Men's Coach - KHS
Soccer Varsity Women's Coach - KHS
Softball Varsity Coach - KHS
Swimming Varsity - KHS
Track Varsity Coach - KHS
Volleyball Varsity Women's Coach - KHS
Wrestling Varsity Coach - KHS

STEP J

Cross Country Varsity Men's Coach - KHS
Cross Country Varsity Women's - KHS
Basketball Varsity Asst. Men's - KHS
Basketball Jr. Varsity Men's - KHS
Basketball Varsity Asst. Women's - KHS
Basketball Jr. Varsity Women's - KHS
Football Varsity Asst. - KHS
Band Director - KJH
Winter Guard Director
Marching Band Asst. Director - KHS
Orchestra Director HS, JH, CES - KHS

STEP I

Golf Varsity Men's Coach - KHS
Golf Varsity Women's Coach - KHS
Tennis Varsity Men's Coach - KHS
Tennis Varsity Women's Coach - KHS
Baseball Varsity Asst. - KHS
Baseball Jr. Varsity - KHS
Softball Varsity Asst. - KHS
Softball Jr. Varsity - KHS
Soccer Varsity Asst. Men's - KHS
Soccer Jr. Varsity Men's - KHS
Soccer Varsity Asst. Women's - KHS
Soccer Jr. Varsity Women's - KHS
Volleyball Jr. Varsity Women's - KHS
Wrestling Varsity Asst. - KHS
Wrestling Jr. Varsity - KHS
Play Director - KJH *
Play Director - KHS *
Track Varsity Asst. - KHS
Track Varsity Asst. - KHS
Track Varsity Asst. - KHS
Student Government - KHS

*More Than 1 Play = Additional 6%

STEP H

Cheerleading Head - Fall
Cheerleading Head - Winter
Basketball 9th Grade Men's - KHS
Basketball 9th Grade Women's - KHS
Cross Country Men's - KJH
Cross Country Women's - KJH
Softball 9th Grade - KHS
Baseball 9th Grade - KHS
Baseball 9th Grade - KHS
Wrestling - KJH
Wrestling - KJH
Firecrackers Advisor
Knightliners Advisor
Winter Guard Equip. Designer - KHS
Winter Guard Movement Designer - KHS
Football 9th Grade - KHS
Football 9th Grade Asst. - KHS
Weight Training Spring/Summer
Volleyball Men's - KHS

STEP G

Annual Advisor - KHS
Basketball 7th Grade "A" Men's - KJH
Basketball 7th Grade "B" Men's - KJH
Basketball 8th Grade "A" Men's - KJH
Basketball 8th Grade "B" Men's - KJH
Basketball 7th Grade "A" Women's - KJH
Basketball 7th Grade "B" Women's - KJH
Basketball 8th Grade "A" Women's - KJH
Basketball 8th Grade "B" Women's - KJH
Track - KJH
Track - KJH
Track - KJH
Track - KJH
Football 8th Grade - KJH
Football 8th Grade Asst. - KJH
Football 7th Grade - KJH
Football 7th Grade Asst. - KJH
Tennis Men's - KJH
Tennis Women's - KJH
Tennis Jr. Varsity Men's - KHS
Tennis Jr. Varsity Women's - KHS
Volleyball 7th Grade - KJH
Volleyball 8th Grade - KJH
Musical Director - KHS
Pep Band Director - KHS
Newspaper - KHS
Science Olympiad Advisor

STEP F

Community Service Coordinator - KHS
Cheerleading Asst. - Fall
Cheerleading Asst. - Fall
Cheerleading KJH - Fall
Cheerleading Asst. - Winter
Cheerleading Asst. - Winter
Cheerleading KJH - Winter
Swimming Coach - Diving - KHS
Swimming Coach - KJH
Swimming Asst. - KJH & KHS
Volleyball Jr. Varsity Men's - KHS
Golf Jr. Varsity Men's - KHS
Literary Magazine - KHS
Junior Class Advisor - KHS
Choir Director - KHS

STEP F - CONTINUED

Choir Director - KJH
Play Director 2nd Play - KHS
Play Director 2nd Play - KHS
Flag Corps Sponsor - KHS
Band Para-Assistant - KHS
Band Para-Assistant - KHS
Band Para-Assistant - KHS
Band Visual Drill Designer - KHS
Jazz Band Director
Marching Asst. - KHS
Marching Asst. - KHS
Faculty Manager Fall - KHS
Faculty Manager Winter - KHS
Faculty Manager Spring/Summer - KHS
Annual Advisor - KJH
Quiz Team - KHS

STEP E

Golf JH Coach - KJH
Faculty Manager Fall - KJH
Faculty Manager Winter - KJH
Weight Training Fall
Weight Training Winter
Team Up Coordinator - District
Indoor Track - KHS

STEP D

Advisor/Advisee Coordinator - KHS
Future Bus. Leaders of America - KHS
Mu Alpha Theta (math club) - KHS
National Honor Society Advisor - KHS
National Honor Society Advisor - KJH
Power of the Pen - KJH
Student Council - KJH
Knights of the Round Table - KJH
Knights of the Round Table - KHS
Literary Magazine - KJH
Math Counts (math club) - KJH
Winter Percussion Director - KHS
Winter Percussion Asst. - KHS
Photo Club Advisor - KHS
Choir Director - Columbia
Play Asst. - KHS

STEP C

Art Club - KJH
Art Club - KHS
Elementary Choir Director - JFB
Elementary Choir Director - KME
Elementary Choir Director - SLE
Student Council Advisor - SLE
Student Council Advisor - Columbia
Student Council Advisor - KME
Spanish Club - KHS
French Club - KHS
German Club - KHS
Mock Trial Advisor - KHS
Community Service Coordinator - KJH
Musical Vocal Director - KHS
Musical Instrument Director - KHS
Musical Tech. Director - KHS
Musical Assistant Director - KHS
Drama Tech. Director - KHS
Drama Tech Director - Additional Play - KHS
Pep Band Asst. Director - KHS
Band Marching Consultant - KHS
Band Marching Technician - KHS
Winterguard - KJH
Kids Club Sponsor

STEP B

Destination Imagination - KJH/ELEM

STEP A

6th Grade Camp Counselors (19 positions) - ELEM
Ski Club Advisor - KHS/KJH
Ski Club Advisor - CES

ARTICLE 50 — HIRING RETIREES

If the Board elects to employ a teacher who has retired and is receiving benefits through the State Teachers Retirement System (STRS), including a teacher previously employed by the Board, the following provisions shall apply:

- A. For initial placement a teacher shall be placed on no more than Step Ten (10) on the salary schedule for his/her teaching experience as recommended by the superintendent and approved by the Board. The Board and the teacher shall not be subject to Chapter 3317 of the Ohio Revised Code with regard to salary placement.

Upon re-employment, the teacher shall be granted credit for each year of teaching with the Board as a retired teacher provided he/she worked a minimum of 120 days.

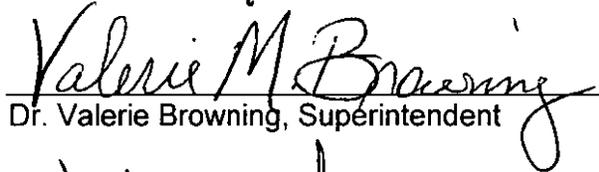
- B. The Board may elect to provide health insurance coverage in accordance to Article 43 or require the teacher to secure his/her health insurance coverage with STRS. However, the Board shall reimburse the teacher for any premium cost of the STRS health insurance coverage that exceeds the cost the teacher would pay should he/she have coverage under the Board's plan/Article 43.
- C. The Board shall provide life, dental and vision insurance in accordance with Article 41, 42 and 44.
- D. The teacher employed shall not be entitled to receive severance pay.
- E. The teacher is entitled to accumulate and use sick leave in accordance with Article 32.
- F. The teacher shall be hired under limited contracts only which shall automatically expire at the end of its term and shall not be subject to the nonrenewal requirements specified in Article 8.
- G. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for the teacher.

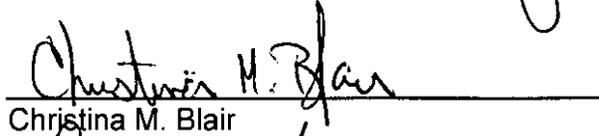
ARTICLE 51 — LENGTH OF CONTRACT

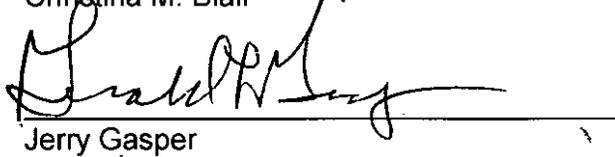
This contract shall begin as of June 30, 2011, and expire on June 30, 2015.

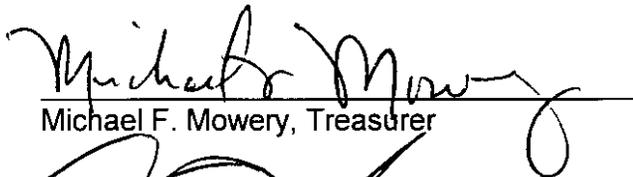
KINGS LOCAL BOARD OF EDUCATION

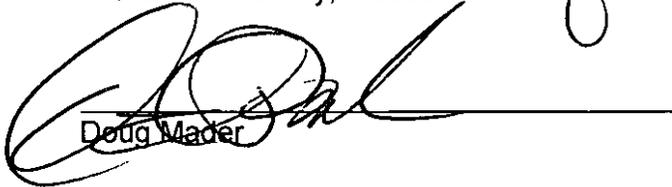

June 21, 2011
Todd Overturf, President


Dr. Valerie Browning, Superintendent

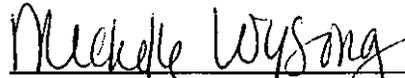

Christina M. Blair

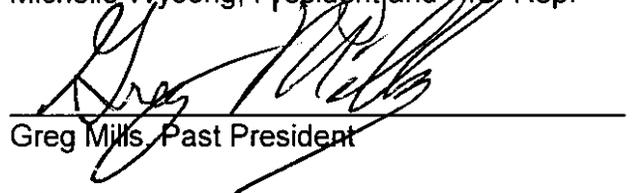

Jerry Gasper


Michael F. Mowery, Treasurer


Doug Mader

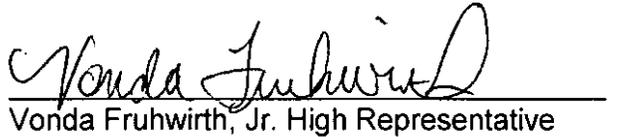
KINGS EDUCATION ASSOCIATION


May 31, 2011
Michelle Wysong, President and H.S. Rep.

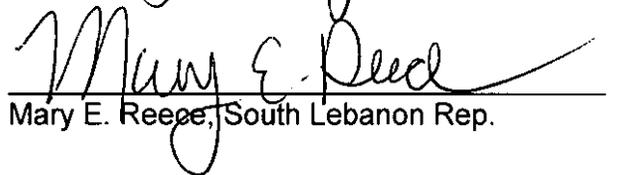

Greg Mills, Past President


David R. Bidwell, Columbia Representative


Christina Schriever, Kings Mills Rep.


Vonda Fruhwirth, Jr. High Representative


Sally Healy, J. F. Burns Representative


Mary E. Reece, South Lebanon Rep.


Marla L. Bell, OEA

RATIFIED BY KEA: May 31, 2011
APPROVED BY BOARD: June 21, 2011

KEA OBSERVERS:
Kim DeMichele
Dustin Goldie
Susan Waugh

ATTACHMENTS

ATTACHMENT A	PHASE I CLINICAL OBSERVATION REPORT
ATTACHMENT B	RUBRIC - DOMAINS 1-4
ATTACHMENT C	PHASE II - ELEVATING PROFESSIONAL PERFORMANCE
ATTACHMENT D	PHASE III - EXPLORING PROFESSIONAL GROWTH
ATTACHMENT E	GRIEVANCE FORMS
ATTACHMENT F	ABSENCE REPORT
ATTACHMENT G	PERSONAL LEAVE
ATTACHMENT H	INTERNAL SUB FORM
ATTACHMENT I	COLLEGE COURSE REIMBURSEMENT
ATTACHMENT J	COLLEGE COURSE REIMBURSEMENT FORM
ATTACHMENT K	ANTHEM SUMMARY OF BENEFITS

Kings Local School District
1797 King Avenue
P.O. Box 910
Kings Mills, OH 45034

June 17, 2008

Greg Mills
President – Kings Education Association
11762 Tennyson Dr.
Cincinnati, Ohio 45241

Dear Greg:

As part of our tentative agreement, I was asked to write a letter sharing with you and the KEA membership the intent for the forty minutes of time each morning that will be in effect at the K-4 buildings at the start of the 2008-2009 school year.

It is the intent of our K-4 principals to dedicate one day each week for common planning time. It would also be our intent to use one day each month for a staff meeting. Occasionally there may be need to use this time for other meetings scheduled by either teachers or administrators. Our primary intent, however, has always been to provide additional preparation time for our K-4 staff.

If you have any questions, please feel free to call.

Sincerely,

Chuck Mason
Superintendent
Kings Local School District

CM/ka

Charles D. Mason, Superintendent
(513) 398-8050, ext. 92 Fax: (513) 229-7590 cmason@kingslocal.k12.oh.us

Kings Local School District
Phase I: Enhancing Professional Practice: Clinical Observation Report

Teacher's Name: _____ School: _____ Grade Level/Subject _____
 Evaluator's Name _____ School Year: _____ Observation # _____

Instructions: Please rate the teacher's performance on any of the twenty-two criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the following rating scale:

U = Unsatisfactory	B = Basic	P = Proficient	D = Distinguished	N/O = Not Observed
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DOMAIN 1: Planning and Preparation		RATING	DOMAIN 2: The Classroom Environment		RATING
1a	Demonstrating Knowledge of Content and Pedagogy		2a	Creating an Environment of Respect and Rapport	
1b	Demonstrating Knowledge of Students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Procedures	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

DOMAIN 3: Instruction		RATING	DOMAIN 4: Professional Responsibilities		RATING
3a	Communicating Clearly and Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communicating with Families	
3d	Providing Feedback to Students		4d	Contributing to the School & District	
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	
			4f	Showing Professionalism	

Evaluator's Name _____ Teacher's Name _____

Summary Statement of Evaluator	Evaluator's Recommendation(s)/Comments on Teacher's Progress

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates completion of the appraisal process; not necessarily consensus) Teacher has right to attach a written response.

This evaluation is based on: Pre-conference date: _____ Classroom observation date: _____ Post-conference date: _____

DOMAIN 1: PLANNING AND PREPARATION

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 1a: Demonstrating Knowledge of Content and Pedagogy				
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and misconceptions.
Component 1b: Demonstrating Knowledge of Students				
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests or cultural heritage of each student.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 1c: Selecting Instructional Goals				
Value: Goals represent high expectations for students and reflect important learning and conceptual understanding, curriculum standards, and frameworks.	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity: Goals are clearly stated as student learning and permit sound assessment.	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for Diverse Students: Goals reflect needs of all students in a class.	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance: Goals represent opportunities for different types of learning – for example, thinking as well as knowledge – and coordination or integration within or across disciplines.	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.
Component 1d: Demonstrating Knowledge of Resources				
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 1e: Designing Coherent Instruction				
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.
Component 1f: Assessing Student Learning				
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 2a: Creating an Environment of Respect and Rapport				
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to development and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Teacher permits student interactions that are characterized by conflict, sarcasm, or put-downs.	Teacher encourages students to not demonstrate negative behavior toward one another.	Teacher encourages students interactions that are generally polite and respectful.	Teacher encourages students to demonstrate genuine caring for one another as individuals and as students.
Component 2b: Establishing a Culture for Learning				
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Quality of Student Work	Teacher does not require high quality work.	Teacher encourages high quality work.	Teacher insists on high quality work.	Teacher establishes an environment where students take obvious pride in their work and initiate improvements in it, ensuring that high quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.
Component 2c: Managing Classroom Procedures				
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Utilization of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.
Component 2d: Managing Student Behavior				
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.
Component 2e: Organizing Physical Space				
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

DOMAIN 3: INSTRUCTION

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 3a: Communicating Clearly and Accurately				
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to student and anticipate possible student misunderstanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
Component 3b: Using Questioning and Discussion Techniques				
Quality of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Teacher facilitates an environment where students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Teacher facilitates an environment where students themselves ensure that all voices are heard in the discussion.
Component 3c: Engaging Students in Learning				
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENCY	DISTINGUISHED
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Component 3d: Providing Feedback to Students				
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.
Component 3e: Demonstrating Flexibility and Responsiveness				
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Component 4a: Reflecting on Teaching				
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgement.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.
Component 4b: Maintaining Accurate Records				
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records, as developmentally appropriate.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records, as developmentally appropriate.
Noninstructional Records	Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's records for noninstructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on noninstructional activities is fully effective.	Teacher's system for maintaining information on noninstructional activities is highly effective, and students contribute to its maintenance, as developmentally appropriate.

ELEMENTS	UNSATISFACTORY	BASIC	PROFICIENCY	DISTINGUISHED
Component 4c: Communicating with Families				
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials for their families.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistent attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.
Component 4d: Contributing to the School and District				
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids becoming involved in school events or duties.	Teacher participates in school events and duties.	Teacher volunteers to participate in school events beyond the required work day, making a contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects.	Teacher volunteers to participate in school and district projects beyond the required work day, making a contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Component 4e: Growing and Developing Professionally				
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher contributes to the profession in limited ways.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
Component 4f: Showing Professionalism				
Service to Students	Teacher's attempts to serve students are inconsistent.	Teacher meets building and/or district requirements to serve students.	Teacher is actively engaged in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Teacher fails to contribute to school practices, therefore resulting in some students being ill served by the school.	Teacher contributes to school practices that result in most students being appropriately served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

Kings Local School District
Phase II: Elevating Professional Performance Plan
Part I

Teacher's Name: _____ School _____ Grade/Subject: _____
 Evaluator's Name: _____ School Year: _____ Date: _____

Domain: Component	Performance Goal	Strategies	Indicator(s) of Success

Domain and Component to be selected from *Enhancing Professional Practice: A Framework for Teaching*
 By: Charlotte Danielson, 1996

Phase II: Elevating Professional Performance: Part II

Evaluator's Statement	Teacher's Statement

Evaluator's Signature _____ **Date** _____ **Teacher's Signature** _____ **Date** _____

Signature represents completion of the annual appraisal process; not necessarily consensus.

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Exploring Professional Growth Project (continued)

Briefly describe what resources (human and material) you will employ to support this project.

Please describe the primary strategies you will employ in the development of this project.

What evidence will constitute successful completion of this project? Projects that extend beyond one school year should include interim objectives that will provide evidence of progress toward project completion.

Exploring Professional Growth Project: Part II

In the space provided, describe the results of this project. Please make recommendations on how the progress initiated by this project might be extended to have greater impact on teacher growth and student learning.

Evaluator(s) Signature _____ **Date** _____
Teacher(s) Signature _____ **Date** _____

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

Consultation Date _____

Teacher(s) Initials _____

Evaluator(s) Initials _____

Comments:

STEP II GRIEVANCE
(Principal)

DATE SUBMITTED: _____

NAME: _____

POSITION: _____

SCHOOL: _____

PRINCIPAL: _____

Briefly state the problem, indicating the date grievance occurred and provisions of the agreement allegedly violated: _____

Remedy Sought: _____

Hearing Requested: _____ SIGNATURE: _____
 yes no

Did you discuss this problem with your Principal/Supervisor prior to filing this grievance? _____

If so, please give date _____, and name of person you discussed it with:

STEP II RESPONSE (WITHIN 7 DAYS):

DATE: _____

SIGNATURE: _____

Copies to: Grievant, Association, Superintendent

STEP IV GRIEVANCE
(Board)

(Filed within 7 days from receipt of Step III response)

NAME: _____ Date: _____

The disposition of this grievance at Step III has not been satisfactory. I find it necessary to appeal this grievance to Step IV for the following reasons: _____

Hearing Requested yes no SIGNED: _____

STEP IV RESPONSE OR WAIVER (WITHIN 7 DAYS):

DATE: _____ SIGNATURE: _____

Copies to: Grievant, Association, Principal

KINGS LOCAL SCHOOL DISTRICT

STEP V GRIEVANCE
Arbitration

(Filed within 7 days from receipt of Step II response)

NAME: _____ Date: _____

The disposition of this grievance at Step IV has not been satisfactory. I find it necessary to appeal this grievance to Step IV for the following reasons: _____

Copies to: Grievant, Association, Principal, Superintendent, Board Treasurer

KINGS LOCAL SCHOOL DISTRICT
Kings Mills, Ohio 45034

ABSENCE REPORT

NAME: _____

DATE OF REPORT: _____ SCHOOL: _____

DATE(S) OF ABSENCE: _____

REASON FOR ABSENCE: _____

Signature: _____

FOR OFFICE USE ONLY

CHECK APPROPRIATE BOX BELOW:

- () SICK LEAVE
- () PERSONAL LEAVE
- () PROFESSIONAL LEAVE DEDUCT PAY FOR _____ DAY(S)
- () VACATION
- () DEDUCT PAY
 SIGNATURE _____
- () JURY DUTY

White - Treasurer's Copy

Canary - Building Copy

KINGS LOCAL SCHOOL DISTRICT

CERTIFIED STAFF – PERSONAL LEAVE REQUEST

NAME _____ DATE _____
(please print)

I request personal leave from my regular duty on _____
Month Day Year

I certify that the leave for which I am applying is one which has been authorized pursuant to Article 30 of the Master Contract between the Board and the Association.

Signature of Teacher

I have received this request seventy-two (72) hours prior to the day the leave is to be taken:
 Yes No

Signature of Principal
 APPROVED NOT APPROVED

+++++

- Written application for personal leave must be submitted at least seventy-two (72) hours prior to the day such leave is to taken. In cases of emergencies, the form shall be completed within three (3) days after the absence.
- Teachers are entitled to use three (3) personal leave days a year except of the following days:
 - Regularly scheduled district meetings;
 - On the first or last day of the school year.
 Emergencies and/or unusual circumstances that fall on the above days will require the approval of the superintendent.
- No more than ten percent (10%) of those teachers assigned to a building shall be eligible for personal leave at one time.
- Personal Leave days will be charged in increments of ½ days.

**Internal Substitution Form
(Article 16)**

Name _____ Building _____

Date of substitution/ loss of planning time: _____

Time: _____

OR

Date assigned to cover students not normally assigned: _____

Time: _____

Signature

Date

**KINGS LOCAL SCHOOL DISTRICT
COLLEGE COURSE REIMBURSEMENT
APPROVAL FORM**

Teacher's Name _____ Building _____ Date _____

Article 46 – College Course Reimbursement

- A. An annual fixed budget of \$40,000.00 per school year shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college.
- B. Courses for reimbursement must be approved in advance by the superintendent. The work must be taken in the teacher's field of certification/license, in work to maintain or add to certification/license, in the field of education or technology, or in other work approved by the superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework approved and completed during the time period of September 1 through August 31 of each year. Actual reimbursement shall be paid in November. The maximum reimbursement a teacher can receive is the actual dollar amount for four (4) semester hours or six (6) quarter hours.
- D. In order to be eligible for reimbursement, the following must be submitted to the superintendent's office by September 30:
 - 1. The bursar's statement for the course(s).
 - 2. A grade card with a grade B or better or a pass in a pass/fail course.
 - 3. A transcript when it is available.
- E. It shall be the teacher's responsibility to provide the above information by September 30 of each year. Failure to provide such information shall mean that the teacher's hours, even though approved in advance, shall not be included in the final reimbursement calculation and said teacher shall not receive payment.
- F. The teacher must be employed by the Board at the time that reimbursement is distributed.

I. Coursework Application/Approval

Name of Course	# of Hours	Check One		Category A,B,C,D (see below)	Total Cost	For office use	
		Sem	Qtr			Approve	Disapprove

- A. For certification purposes
- B. In the field of education
- C. In Technology
- D. In other work

Include a copy of the university/college's description of the course (from syllabus or registration catalog).

Superintendent's signature _____ Date _____

**KINGS LOCAL SCHOOL DISTRICT
COLLEGE COURSE REIMBURSEMENT
REIMBURSEMENT FORM**

Teacher's Name _____ Date _____

Directions

- A. All reimbursement requests must be submitted by September 30 of each year for all prior approved and completed coursework during the prior September 1 through August 31 time period.
- B. A copy of the grade card with an earned grade B or better or a pass in a pass/fail course or transcript and the bursar's statement for the course.
- C. Reimbursement shall be distributed in November of each year.
- D. Employment is required during the school year that reimbursement is distributed.

Attach all required documents to this form and submit to the Superintendent.

Name of Course	# of Hours	Check One	
		Sem	Qtr

Your Summary of Benefits



**Educational Purchasing Council
Blue Access® (PPO) – Core Plan
Effective October 1, 2011**

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$200/\$600	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, • Non-maternity related Ultrasounds and pharmaceutical products 	\$25/\$25 \$5 10% 10%	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing 	\$150 \$50 10% \$5 10%	\$150 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 5.0		

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility 	\$250	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	10% 10%	30% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$25/\$25 10%	30% 30%
Accidental Dental: \$3,000 (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	\$250 No copayment/coinsurance \$25/\$25 10%	30%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	Generic: \$10 Formulary: \$25 Non-Formulary: \$40	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

¹ These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

² We encourage you to review the Schedule of Benefits for limitations.

³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Your Summary of Benefits

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

October 4, 2011

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Case No. 2011-MED-04-0582
Kings Education Association
And the
Kings Board of Education

STATE EMPLOYMENT
RELATIONS BOARD
2011 OCT -5 P 2:49

Dear Sirs:

Please find a signed original copy of the negotiated agreement between the two parties listed above. This contract was ratified by the Kings Education Association on May 31, 2011 and approved by the Kings Board of Education on June 21, 2011.

Sincerely,

Marla L. Bell
Labor Relations Consultant

C: Mike Mowery, Treasurer, Kings Local School District

Enclosure

