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PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN THE

**KEYSTONE LOCAL
BOARD OF EDUCATION**

- AND -

KEYSTONE LOCAL EDUCATION ASSOCIATION

July 1, 2014 to June 30, 2016

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ARTICLE 1

RECOGNITION AND PROCEDURES

Section 1. For the duration of this agreement the Keystone Local Board of Education (hereinafter, the "Board" or the "employer") recognizes the Keystone Local Education Association, an OEA/NEA affiliate, (hereinafter, the "Association") as the sole and exclusive bargaining agent of all regular certified personnel, including L.D. Tutors, under contract with the Board, either fully or temporarily certified by the State Department of Education, excluding superintendent, principals, assistant principals, supervisors, substitute teachers and full-time athletic director. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or employees(s).

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified. Benefits for part-time personnel shall be prorated based upon the percentage of time worked compared to full-time personnel.

Section 2. All work currently performed by bargaining unit members shall be deemed bargaining unit work.

Section 3. Full-time employees shall be those who work hours per days specified in Article 35, section 1 and are contracted to work a minimum of 120 days or more in a work year.

Part-time employees shall be those that work less than the hours per day in Article 35, section 1, or who work less than the minimal standard 120 work days in a work year.

Section 4. Either the Association or the Board may initiate negotiations by letter of submission to the other party no earlier than March 1 in the year the contract expires. Within fifteen (15) working days after receipt of such notice both parties shall schedule a meeting, unless additional time is mutually agreed upon in writing. The purpose of this meeting is to permit the parties to submit a written schedule for establishing the parameters of the negotiation process including the type of negotiations to be used as well as dates and time for major negotiation activities. At any negotiating session, either party may be represented by an equal number of representatives not to exceed five (5).

Section 5. Nothing herein shall be used to limit the use of consultants if deemed advisable by either party.

Section 6. While negotiations are in progress, but prior to mediation, any release prepared for news media shall be approved by both parties.

- Section 7. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation.
- Section 8. The Board of Education and Association agree that the aforementioned. Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14. Nothing herein shall be construed to preclude the Association's right to strike under O.R.C. 4117.14 (D)(2).
- Section 9. If during the life of the contract, bargaining is necessary due to impact, severability, or a specified reopener provision in the Contract, said bargaining shall be in keeping with the provisions of Article 1.

ARTICLE 2

GRIEVANCE PROCEDURE

Purpose

The purpose of this grievance procedure is to secure equitable solutions to grievances as defined herein. All parties agree that all proceedings shall be kept as confidential as possible. Both parties agree that grievances will be processed as expeditiously as possible.

Section 1. Definitions

- A. A grievance shall mean a claim:
- There has been an alleged violation, misinterpretation or misapplication of any provision or provisions of this agreement.
1. "Grievant" shall mean the Association or employee(s) initiating a grievance.
 2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
- B. The KLEA shall retain the sole right to determine whether a grievance may be filed and/or processed from one step to the next step of the "Formal Procedure" and to be present for the adjustment of any and all grievances.
- C. The Association President shall receive copies of all communications provided to the grievant in the processing of grievances.

- D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having authority to resolve the grievance.
- E. For purposes of this article "days" shall be construed as work days during the teacher work year and during non-teacher work year, those times in which the Board office is open.

Section 2. Procedural Steps

Informal Procedure — if a grievant believes that there is a basis for a grievance, it shall first be discussed with the appropriate supervisor in an effort to resolve the matter informally. The time and place of this informal meeting shall be established by the administration within five (5) days of the request.

Section 3. Formal Procedure

Step 1: If a grievance is not resolved under the informal procedure, the grievance shall be reduced to writing on the Grievance Filing Form (See Appendix A-1). If such a grievance arises there shall be no stoppage or suspension of work because of such grievance, but the grievance shall be submitted to the grievance procedure as outlined in this Article. The written grievance shall be filed with the appropriate supervisor not later than fifteen (15) days after the date on which the grievant knew or should have known of the act in which the alleged grievance occurred.

If the written grievance is not so filed within the foregoing time limit, the grievance shall be considered waived and further action barred. The written grievance shall contain the following:

- A. Name of grievant
- B. Date filed
- C. Date(s) alleged grievance occurred
- D. Statement of grievance
- E. Action requested
- F. Signature of grievant

Within five (5) days of receipt of the written grievance, the appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or other immediate supervisor shall indicate in writing to the grievant on the Grievance Decision Form (See Appendix A2) his/her disposition of the grievance and the reasons for said disposition within five (5) days of the Step 1 meeting. Copies of the disposition shall be forwarded to the grievant, the Association President and the Superintendent.

Even if the appropriate supervisor, or other party in interest, does not consider a grievance to be substantially or procedurally correct, the grievant shall have the right to process the grievance through the informal, Step 1 and Step 2 procedures.

Step 2: If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above stated time limitation, the grievant shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed on the Grievance Filing Form (See Appendix A-1) with the Superintendent within five (5) days from the date of the written disposition or five (5) days from the date such disposition shall have been given in Step 1. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

Within five (5) days of his/her receipt of such written notice, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The Superintendent shall indicate in writing to the grievant on the Grievance Decision Form (See Appendix A-2) his/her disposition of the grievance and the reasons for said disposition within five (5) days of the Step 2 meeting. Copies of the disposition shall be forwarded to the grievant and the Association President.

If the Superintendent was the administrator rendering the disposition in Step 1, then this step will be waived.

Step 3: If the grievant is not satisfied with the disposition of the grievance in Step 2; or if no disposition has been made within the above stated time limitations, the grievant shall notify the Board that the grievance is being appealed to Step 3. Such written notice must be filed with the Treasurer of the Board within five (5) days from the date the written disposition was given or should have been given in Step 2. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. Not later than the date of the Board's next regularly scheduled meeting, the Board shall meet with the grievant and the Superintendent to review the grievance. The Board will indicate its disposition to the grievance in writing to the grievant within five (5) working days of the Step 3 meeting. Copies shall be distributed to the Association President, the Superintendent, and the appropriate supervisor.

Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3; or if no written disposition is received by the grievant within the above stated time limitation, the grievant shall notify the Board, through the Superintendent, that the grievance is being appealed to arbitration. Said notice of appeal must be filed within five (5) days from the date the written disposition at Step 3 was given or should have been given. The arbitrator shall be chosen from a list of seven (7) names, four (4) of whom shall be residents of Ohio, provided by the American Arbitration Association. Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, not limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law.

The costs for arbitration shall be shared equally by the Board and the Association.

Section 4. Time Limitations

- A. The time limitations set forth in Steps 1 through 4 of the grievance procedures are considered to be maximum. The time limitations may be extended, however by written mutual agreement of a representative of the Board of Education and of the grievant.
- B. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step.
- C. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.
- D. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.
- E. Meetings and hearings held under this procedure shall be conducted at a time and place mutually agreed upon by the parties involved.

Section 5. Right of Parties

- A. The grievant shall be present at all stages of the grievance procedure and may be accompanied or represented by a representative of his or her choosing.
- B. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

Nothing contained in this procedure shall be construed as limiting the individual right of a certificated employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

- C. The Board and/or administrators shall provide to the grievant upon written request any information, except information required by law to be kept confidential, that the grievant determines is essential to his or her grievance.
- D. If a grievance affects a group of teachers in more than one building, the written grievance shall be filed at Step 2. This type of grievance must be initially filed in writing within the time limitations for the filing of a written grievance set forth in Step 1.

ARTICLE 3

TEACHER EVALUATION

I. Purpose

- A. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.
- B. To inform instruction.
- C. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

II. Ohio Teacher Evaluation System ("OTES")

The following standards-based teacher evaluation procedure shall apply to any person who is employed under a teacher license issued under Chapter 3319 of the Ohio Revised Code, or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Revised Code, and who spends at least fifty percent (50%) of the time employed providing student instruction. This policy does not apply to instructors of adult education.

A. Credentialed Evaluators

Evaluations are conducted by persons holding evaluator credentials established by the Ohio Department of Education. The Superintendent shall assign a credentialed evaluator to each teacher. Credentialed evaluators assigned by the Superintendent shall be employees of the Board. Reasonable efforts will be made to limit the number of credentialed evaluators assigned to a building to three (3) evaluators.

B. Effectiveness Rating

Teachers shall be assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. The teacher performance rating shall be combined with the assessment of student growth measures to produce the summative evaluation rating.

Annually, the Board shall submit to the Ohio Department of Education the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

C. Evaluation Schedule

1. Unless otherwise provided for in this Article, each Teacher will be given one summative evaluation each school year including at least two (2) formal observations and at least two (2) walkthroughs by his/her assigned evaluator.
2. Teachers on a one-year limited contract or in the final year of a multi-year limited contract who the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.
3. The Superintendent or his/her designee will notify a teacher of his/her assigned evaluator within the first fifteen (15) days of the school year.
4. Evaluations shall be completed by May 1 and the final summative evaluations will be delivered to the teacher no later than May 10. The teacher's signature on the evaluation shall verify notification to the teacher that the evaluation will be placed in the teacher's personnel file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
5. The teacher shall have the right to make a rebuttal to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. The evaluator's signature on the rebuttal shall verify that the evaluator received the rebuttal but shall not be construed as evidence that the evaluator agrees with the rebuttal.

6. Accomplished Rating

A Teacher who received a rating of "Accomplished" on his/her most recent evaluation shall be evaluated in accordance with the process set forth in this Article once every three (3) school years so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher as determined by the Ohio Department of Education provided, however, that teachers who are on a one-year limited contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and will receive at least three (3) formal observations and at least two (2) walkthroughs.

In any year that a teacher is not formally evaluated in accordance with the process set forth in this Article, a credentialed evaluator as defined in Section II (A) of this Article shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. No pre-conference shall be required prior to the observation. Observations shall be scheduled on a mutually agreeable date and time.

If the teacher's student academic growth measure is lower than average the teacher will be formally evaluated in accordance with the process set forth in this Article during the subsequent school year. For example, if a teacher received a rating of Accomplished during the 2013-2014 school year, but his/her student academic growth measure is below average for the 2014-2015 school year, he/she shall be formally evaluated in accordance with the process set forth in this Article during the 2015-2016 school year.

7. Skilled Rating

A Teacher who received a rating of "Skilled" on his/her most recent evaluation shall be evaluated in accordance with the process set forth in this Article once every two (2) school years so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher as determined by the Ohio Department of Education provided, however, that teachers who are on a one-year limited contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and will receive at least three (3) formal observations and at least two (2) walkthroughs.

In any year that a teacher is not formally evaluated in accordance with the process set forth in this Article, a credentialed evaluator as defined in Section II (A) of this Article shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. No pre-conference shall be required prior to the observation. Observations shall be scheduled on a mutually agreeable date and time.

If the teacher's student academic growth measure is lower than average the teacher will be formally evaluated in accordance with the process set forth in this Article during the subsequent school year.

D. Teacher Performance Calculation

The 50% teacher performance measure is based on the Ohio Standards for the Teacher Profession. The Ohio Department of Education approved evaluation forms (See Appendices B) will be used in the formal evaluation process. These forms will be the only forms used in the formal evaluation process.

1. Observations During Evaluation Years

- a. A formal observation shall be at least thirty (30) minutes in duration. Observations shall not occur during the first week of school. The first formal observation shall be completed by December 20 unless the teacher's absenteeism, whether approved or unapproved, prevents the evaluator from completing the first formal observation by that date.
- b. Absent extenuating circumstances, a pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed.
- c. Absent extenuating circumstances, a post-observation conference shall be held within five (5) workdays after each observation during which the areas of reinforcement and refinement shall be discussed. Teachers shall be provided the observation rubric and rating one (1) work day prior to the post-observation conference. Teachers shall be given the opportunity to provide additional evidence of support during the conference.
- d. Formal observations shall be scheduled on a mutually agreeable date and time. A teacher shall respond to his/her assigned evaluator within three (3) workdays of being contacted with his/her preferred dates and times for formal observations.

2. Walkthroughs

- a. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes in duration by the assigned evaluator.
- b. The teacher shall be provided a copy of the walkthrough form (Appendix B) no later than three (3) workdays following the walkthrough.

E. Student Growth Calculation

A “Student Growth Measure” is a unit of academic growth projected for a student over a specified period of time which has been established according to a set of procedures defined either by the value-added data system, by the District for approved vendor assessments, or locally developed Student Learning Objectives (“SLO”).

Student Learning Objectives are goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

When utilizing SLOs for student growth measures teachers shall submit the SLOs to the appropriate Building Leadership Team (“BLT”) for review and approval of SLOs. All decisions of the BLT will be reached by consensus. BLT meetings will be held before or after school and members of the BLT shall be compensated for such time at the Homebound Tutor rate. Members of the BLT shall be provided release time for meetings to review and approve SLOs unless the members of the BLT mutually agree otherwise.

When available, value-added data or an alternative student academic progress measure if adopted under O.R.C. 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher’s schedule of courses or subjects for which the value-added progress dimension is applicable. If a teacher’s schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

A student who has forty-five (45) or more excused or unexcused absences and/or has missed 25% of the student’s scheduled contact time with the teacher will not be included in the determination of student academic growth.

Data from Board-determined multiple measures of student growth will be converted to a score of: Most Effective (5); Above Average (4); Average (3); Approaching Average (2); or Least Effective (1).

F. Professional Growth and Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

A teacher whose performance rating indicates above-expected or expected levels of student growth must develop a professional growth plan with his/her assigned evaluator.

A teacher whose performance rating indicates below-expected levels of student growth must develop an improvement plan directed by his/her assigned evaluator. The Superintendent or his/her designee must approve the professional improvement plan. A professional improvement plan shall be clearly articulated and include: specific performance expectations, resources and assistance to be provided and timelines for completion of the plan.

G. OTES Evaluation Committee

An OTES Evaluation Committee shall meet annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee shall be comprised of four (4) members appointed by the Superintendent or his/her designee and four (4) members appointed by the Association. The Committee shall be advisory only.

H. Orientation and Training

All newly employed teachers shall receive a formal presentation given by a credentialed evaluator as part of his/her orientation to the District.

I. Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two (2) of the three (3) most recent school years must register for and take all written examinations of content knowledge selected by ODE.

J. Retention and Promotion

The Board will utilize evaluation results for retention and promotion decisions.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations as defined in Article 34 of this Agreement.

Student Growth Measures shall not be used in any decision concerning the retention, removal, non-renewal, reduction, or recall of any teacher for the duration of this Agreement.

K. Poorly Performing Teachers

The Board will utilize evaluation results for removing poorly performing teachers.

L. Change in Law Regarding Student Growth Measures

If the statutory Student Growth Measure percentage is reduced by law from the current fifty percent (50%) level, the parties agree to bargain such change.

III. The following evaluation procedure shall apply to any person who is employed under a teacher license issued under Chapter 3319 of the Ohio Revised Code, or under a professional or permanent teacher's certificate issued under former section 3319.222 of the Revised Code, and who spends less than fifty percent (50%) of the time employed providing student instruction.

A. Evaluation Processes

1. Evaluator

Evaluation of an employee shall be conducted by the employee's immediate supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. Section 3319.01 or 3319.02 and must hold at least one (1) certification/license named under Division (E), (F), (H), (J), or (L) of O.R.C. Section 3319.22.

2. Informal Observation

a. Definition

Periodic observations of an employee performing his/her duties and responsibilities and compliance with work rules and procedures.

b. Noted Deficiencies During Informal Observation

Within (5) work days after deficient performance occurred the evaluator must meet with the employee, discuss deficiencies and provide employee with a plan for correction.

3. Formal Observation

a. Definition

An actual in-class observation of the staff member at work in order to critique one's teaching performance. This critique will be noted on the appropriate form.

b. Notification

The evaluator shall notify staff members at least the day prior to any formal observation.

c. Observations

One or more formal observation shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. An employee may request a formal observation at any time in addition to those required by this procedure.

i. All new employees shall have a minimum of two (2) formal observations per evaluation and shall have two (2) evaluations. One (1) observation must take place during the first grading period.

ii. Limited contract employees shall have a minimum of two (2) formal observations. One (1) must take place prior to December 1.

iii. Continuing contract employees shall be formally observed prior to May 1.

iv. Post-observation conference

A post-observation conference shall be held within seven (7) work days after each formal observation during which performance deficiencies are observed. The evaluator and employee shall discuss the observation and review those deficiencies. The evaluator shall provide the employee with a plan to correct deficiencies and assistance provided to correct deficiencies. The plan shall include scheduling and conducting another formal observation. There shall be reasonable time between observations for improvement in the areas of performance deficiency.

4. Formal Evaluation

a. Definition

A written evaluation of a staff member that reflects an employee's overall performance during the current school year.

b. Evaluation Process

i. Criteria

1. No employee shall be evaluated on his/her work performance except after fair and reasonable observations of the work performance of the employee.

2. All monitoring or observations of the work performance of an employee shall be conducted openly.

i. No misleading, inaccurate, or undocumented information may become part of an employee's evaluation report.

ii. Conference

The evaluator shall schedule a meeting with the employee to review the evaluation report.

iii. Report

The written performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge competencies as well as deficiencies, if any. The evaluator shall note data used to support the conclusions reached in the formal evaluation report.

iv. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. The response shall be signed by both parties and retained by the employer.

v. Personnel Action Requirements

If the evaluator or the superintendent decides to recommend contract non-renewal, contract termination or denial of continuing contract procedures in Article 9 of this contract shall apply.

vi. Timelines

1. For all staff up for contract renewal a written evaluation report shall be provided them by May 10.
2. For all other teaching staff a written evaluation report shall be provided them by May 1.

B. Forms

1. The current evaluation and observation forms shall be included in this Contract. (See the Observation Forms and Evaluation Forms - Appendix B)
2. KLEA President and Superintendent will each appoint two members to a committee to review all observation and evaluation forms governed by this contract and determine if any changes or improvements need to be made. Forms shall be developed within one hundred twenty (120) days of ratification of this agreement by both parties. Upon ratification by both parties, such forms will be included in Appendix B of this agreement.

- IV. The Board and the Association agree that to the extent permitted by law the evaluation procedure and provisions shall supersede and are in lieu of the provisions and procedures set forth in O.R.C. 3319.11 and 3319.111 and any other statutory provision or case interpretation that affects or establishes dates, procedures, or provisions for the evaluation of teachers.

ARTICLE 4

VACANCIES AND TRANSFERS

Section 1. General

- A. All teachers are subject to annual assignment by the Superintendent of Schools. Recommendations from the building principal and the preference of individual teachers will be considered in making assignments. Teachers will be notified of their assignments by the end of the school year, except in cases of a return from or departure upon an authorized leave of absence

by a teacher, a resignation by a teacher, a sudden increase or shift in student enrollment, or other like unexpected occurrences.

Section 2. Vacancies

A. Definition

A vacancy shall be defined as any position the Board intends to fill in the bargaining unit resulting from:

1. An employee's leaving employment as a result of a termination, resignation, or death.
2. An employee's non-renewal for just cause.
3. An employee's voluntary transfer to another bargaining unit position.
4. An employee's assuming a non-bargaining unit position.
5. An employee's leave of absence for more than one semester and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.
6. The creation of a new bargaining unit position.

B. Vacancy Notice and Postings

1. When a vacancy is determined to exist, the vacancy notice shall be posted within ten (10) work days of the occurrence of the vacancy.
2. The vacancy notice shall be emailed to all bargaining unit members, including the Association President, and posted on the District website.
3. The vacancy notice shall include the position title, entry level qualifications, licensing, and/or certification requirements; location where work is to be performed; date of initial posting; and last date to apply for the position.
4. The posting period shall be for five (5) work days during the school year and seven (7) calendar days during the summer.
5. No vacant position shall be filled using any other method than that stated in this contract.

6. When a vacancy is determined to exist, the vacancy shall be permanently filled not later than forty (40) calendar days after the posting of the vacancy notice. Should the time lines not be met, the Superintendent shall notify the KLEA President and give reasons for the delay.

C. Filling a Vacancy

The Superintendent shall evaluate teachers' qualifications, which are determined on the basis of areas of licensure, highly qualified teacher status, and seniority. Should more than one (1) bargaining unit member meet the licensure and qualifications criteria as designated in the posting, seniority shall be the final determining factor in the internal filling of a vacancy.

Section 3. Voluntary Transfers

Definition

Voluntary transfer shall be defined as an assignment of a teaching position requiring a change in grade level, subject level, and/or building that was initiated by the teacher.

A. Initiating Voluntary Transfer

1. A transfer may be initiated by members of the instructional staff after a vacancy has been posted according to the procedures established in section 2. B. of this article.
2. Requests for voluntary transfers shall be in writing or through e-mail within five (5) days of the posting of the vacancy. Bargaining unit members submitting e-mail transfers must request a receipt. The requesting party will receive a response in writing identifying reasons the requested transfer was accepted or not accepted as soon as possible but no later than fifteen (15) school days following termination of the posting period. During the summer vacation all teachers shall receive electronic notice of vacancies, teaching and extracurricular positions during the posting period.
3. Filling of Voluntary Transfer Requests

The Superintendent shall make voluntary transfer assignments in the manner specified in section 2.C. of this article. As long as the Superintendent complies with this Article, nothing herein shall be construed as limiting the Superintendent's authority to reassign professional staff members under Section 3319.01 of the Ohio Revised Code.

4. Seniority List

Annually, a list shall be prepared and kept updated ranking all teachers for purposes of transfer. The list shall be by seniority, defined as the continuous employment of a teacher beginning with the first date on which a teacher reported for duty, and date of hire. The Association President shall receive a copy of the seniority list by November 1 of each year.

5. KLEA President shall bring any corrections to the attention of the Superintendent and an updated seniority list shall be given to the Association and posted in the Superintendent's office by January 1 of each year. The list shall include areas of certification, contractual status and district-wide seniority. Disputes shall be resolved through procedures specified in Article 40.

Section 4. Involuntary Transfer

A. Definition

Involuntary transfer shall be defined as an assignment of a teaching position requiring a change in grade level, subject level, and/or building that was initiated by the administration.

B. Making Involuntary Transfer Assignments

1. The Employer may request an employee accept an involuntary transfer.
2. Involuntary transfers will be made only for just cause.
3. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

C. Procedures

1. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent or his/her designee. The teacher may be accompanied by a representative of his/her choice (excluding an attorney) in the conference with the Superintendent or his/her designee.
2. Any employee involuntarily transferred shall be given written reason(s) for such transfer.

3. If an involuntary transfer is to be made during the course of the school year, the teacher to be transferred shall be notified in writing five (5) work days prior to the anticipated date of transfer. Involuntary transfers during the teacher's work year will be made only for just cause and only in extreme emergencies.
4. If there is a question about just cause in B. 2. or C.2., the issue shall be submitted to expedited arbitration.
5. Involuntary transfers shall not be used to harass any employee.

Section 5. Redistricting

In the event of redistricting, all teachers within the affected buildings will be given preference of position according to their seniority within the district.

ARTICLE 5

LEAVE POLICIES

Section 1. Leave of Absence Due to Illness/Death

- A. The Board of Education shall grant teachers in the bargaining unit one and one-quarter (1¼) days sick leave for each month employed. Teachers will accumulate fifteen (15) days of sick leave per year with a maximum accumulation of up to three hundred and twenty (320) days for the duration of the contract.
- B. A teacher must submit use of sick leave by submitting a sick leave request through AESOP. Misuse of sick leave is grounds for disciplinary action up to and including termination.
- C. Absence because of illness/death in the immediate family will be granted and charged against the accumulated sick leave of the teacher. In general, sick leave may be taken in ½-day or full-day increments. A teacher may make a request verbally or via e-mail to his/her building administrator to take sick leave in ¼-day increments no later than five (5) days prior to the day for which leave is requested. Upon approval from his/her building administrator to take sick leave in ¼-day increments, the teacher shall submit his/her leave request in AESOP.

- D. The immediate family shall include husband, wife, children, mother, father, brothers, sisters, grandparents, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandchildren, or any other dependent or relative living in the same household as the school employee and/or any individual or significant other (stands in place of spouse and must be designated to the Treasurer on or before the first day of school or, if the bargaining unit member fails to designate the individual to the Treasurer on or before the first day of school, the member may designate the individual to the Treasurer on or before January 1) considered an integral part of the family.
- E. Any teacher who is unable to perform his/her teaching duties for more than five (5) consecutive work days shall present a physician's statement to the Superintendent within two (2) weeks from the date on which the teacher returns to work before any additional sick leave days shall be granted. Any employee who provides a fraudulent physician's statement shall be subject to discipline up to and including termination.
- F. Any teacher who has exhausted all of their sick leave will be advanced up to fifteen (15) days. The teacher using advanced sick leave days shall present a physician statement for each advanced sick leave day used for the absence to be credited as paid sick leave. If the teacher leaves the Keystone District for any reason other than death or disability retirement, the teacher will be required to pay back to the district any of those fifteen (15) advanced days that were unearned.
- G. If a teacher does not take sick leave during the current school year, then the teacher shall receive a stipend of three hundred sixty dollars (\$360.00). If a teacher takes only one (1) sick day during the current school year, then the teacher shall receive a stipend of one hundred and eighty dollars (\$180.00).

Section 2. Unpaid Leave of Absence Due to Illness

The Keystone Local Board of Education is required by law to grant a leave of absence, for a period of not more than two (2) consecutive school years where illness or other disability is the reason. A written request must be sent to the Board for such a leave.

Section 3. Extended Leave Policies

A. Military

Except as specifically provided for in this sub-article, military leave and reinstatement rights shall be governed by the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. § 4301, et seq. and any other applicable state or federal law.

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or other reserve component of the Armed Forces of the United States, is entitled to a leave of absence from his/her respective duties without loss of pay for the time that the employee is performing service in the uniformed services for periods of up to thirty-one (31) days, for the calendar year in which the employee is performing services in the uniformed services.

As used herein "calendar year" means the beginning of the first day of January and ending on the last day of December. A "month" means twenty two (22) seven and one half (7.5) work days or one hundred sixty five (165) hours within one (1) calendar year. Except as otherwise provided herein, any bargaining unit member who is entitled to leave provided under this sub-article and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the bargaining unit member performed services in the uniformed services, because of an executive order issued by the President of the United States or an Act of Congress is entitled, during the period of absences, to the lesser of the following:

1. The difference between the gross monthly wage or salary as an employee and the sum of the gross uniform pay and allowances (military pay) received that month.
2. Five Hundred Dollars (\$500.00)

No bargaining unit member shall receive payment under paragraph 1 or 2 if the sum of the employee's uniform pay and allowances received in a pay period exceeds the employee's gross wage or salary as a teacher for that period. While a part-time bargaining unit member is eligible for a military leave of absence, a part-time bargaining unit member does not qualify for military leave compensation.

Each employee who is entitled to leave provided under this sub-article shall submit to the Superintendent a copy of the order authorizing the bargaining unit member's call-up to the uniformed services or a written statement from the appropriate military commander authorizing the bargaining unit member's service, prior to the approval of the leave. If the military leave is an emergency or unforeseeable, the request for military leave shall be made as soon as possible.

The bargaining unit member shall further be entitled to a continuation of health insurance under COBRA during the period of such leave, unless comparable insurance is provided by a military health plan.

Upon expiration of such leave of absence, the bargaining unit member will be restored to the employee's former position with seniority status and pay, unless circumstances of the School District have so changed as to deem this as impossible, provided the bargaining unit member has done the following:

1. Applied for re-employment within ninety (90) days after termination of active service status.
2. Presents a certificate of satisfactory completion of service and/or an Honorable Discharge.

A bargaining unit member is not eligible for military compensation under this sub-article for weekend training.

B. Parental Leave

1. Any teacher who is pregnant, adopting, or becoming a parent of a child less than six (6) years of age shall at his/her request and on the conditions set forth below, be granted leave of absence without pay. Nothing herein shall be construed as limiting the right of a teacher to utilize sick leave under Section 1.

a. Leave Rights

The parental leave shall begin at any time between (a) the commencement of pregnancy or, in the event of adoption, the receipt of custody, and (b) six (6) months after the child is born or adopted. Such leave shall be for any period up to one (1) school year. Such leave shall be extended for up to an additional school year upon the approval of the Superintendent.

b. Application for Leave

Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the teacher anticipates return to service.

If a teacher is requesting an extension of his/her leave beyond one (1) school year, the request shall be made in writing to the Superintendent by April 1 for the upcoming school year. The Superintendent may consider leave requests made at least sixty (60) calendar days before the expiration of his/her leave on a case by case basis. Return to duty shall coincide with the start of the school year, or semester.

c. Time for Filing Application

Application for parental leave prior to childbirth should be made at least thirty (30) days before the beginning date of the parental leave. Application for parental leave for the period beginning with the expiration of a period of sick leave, which must be certified by her attending physician, or for parental leave related to adoption should be made at least thirty (30) days before the beginning date of leave.

d. Reinstatement Rights

Upon return from leave, the teacher shall be reinstated to a position and shall assume the same position on the salary schedule held prior to the leave unless the teacher qualified for advancement. The following procedure below shall be followed when determining what position the returning teacher shall be granted.

1. If the replacement for the teacher was hired from outside the district, then the teacher on leave shall be reinstated to the same position held prior to the leave.
2. If the replacement for the teacher was transferred within the district, then the teacher with the greater seniority and contractual status shall be assigned to the position held prior to the leave and the lesser senior teacher shall be assigned to a substantially equivalent position for which that teacher holds a valid unexpired certificate. Nothing herein shall be construed as requiring the administration to make more than one (1) transfer within the district when a teacher returns to duty.

3. If the teacher(s) grade level position has been eliminated during the teacher's leave of absence and there are other remaining position(s) at the same grade level, then the teacher(s) with the greatest seniority with the Keystone School District, including the teacher returning from leave, shall be assigned to the remaining position(s).

C. Professional Study

1. A leave of absence of one (1) year without pay may be granted to a teacher for professional study, provided the teacher maintains a full-time student status with an accredited university or college for two (2) consecutive semesters or three (3) quarters during the period of leave. The employee shall be reinstated into the same position they held prior to the leave, unless a reduction in force has eliminated that position.

Section 4. Short Term Leave Policies

A. Personal Leave

Three (3) days of personal leave will be granted to all eligible certified employees under the following conditions:

1. Personal leave may not be used to extend a holiday or vacation period. Superintendent may approve the request at his/her discretion if request is made for reasons 'a-o' on the AESOP program.
2. Personal leave shall not be used the first or last ten (10) days of the student school year, unless approved by the Superintendent. Requests will be considered if reason 'a-o' on the AESOP program is stated for the request.
3. All requests shall be submitted on the AESOP program five (5) full working days prior to the day(s) requested. However, this will be waived in cases of emergency.
4. Any violation of this policy may result in loss of pay, suspension, or dismissal.
5. Personal leave shall not be taken for the purpose of outside, gainful employment.
6. Personal leave shall be calculated and deducted by ½-day increments.
7. Personal leave shall be uniformly administered throughout the district.

8. For unused personal leave at the end of the year, the teacher may do one of the following:
 - a. roll over up to one (1) unused personal day to the next school year (begin the new school year with four (4) personal days instead of three (3));
 - b. -or- convert any unused personal days to sick days;
 - c. -or- receive a stipend of \$50 per unused personal day if no personal days were taken,

The teacher must inform the Treasurer's office in writing of his/her preference by the final records day of the school year. Should no written notice be provided, the Treasurer's office will convert unused personal days to sick days.

9. Superintendent may approve up to three (3) days unpaid leave during any school year.
10. Exception reasons for using personal leave to extend a holiday/vacation period or during the first/last ten (10) student days (must have Superintendent approval):
 - a. Settlement of estate
 - b. Personal legal problems that cannot be conducted after school or on weekends
 - c. Subpoena to court
 - d. Religious observation
 - e. Home purchase or closing
 - f. Emergency - such as auto accident, furnace trouble at home, frozen water pipes, etc.
 - g. Interview for full-time employment
 - h. Extension of funeral leave or funeral
 - i. Extension of serious family illness after all sick leave is used
 - j. Extension of sick leave after all sick leave is used
 - k. Wedding or graduation of employee or member of immediate family (use definition of immediate family in Section 1, Paragraph E, of this section)
 - l. School conference or state or national competition of employee's own children or grandchildren
 - m. Transportation of employee's immediate family to/from college

- n. Attendance at graduation exercise for high school or beyond high school involving an employee, employee's spouse, or children of an employee or grandchild of the employee
- o. Attendance at ceremonies where the employee or member of his/her immediate family is receiving an award of major significance

B. Merit Day

1. Any certified teacher, who has accumulated one hundred fifty (150) days of sick leave as of the second pay in October, for each year of this contract, will receive one (1) merit day, for each year of this contract. If the teacher has accumulated three hundred (300) days of sick leave as of the second pay in October each year of this contract, he/she will receive a total of two (2) merit days, for each year of this contract. These days may be used for any reason and not counted against any leave usage. No more than five (5) teachers district wide may use a merit day on any given day. This day shall be approved on a first-come first-granted basis.
2. All requests for the merit day shall be submitted on the approved form five (5) full working days prior to the merit day request. However, in the event of an unusual circumstance, the employee shall contact the Superintendent who will make a reasonable effort to permit the merit day without the five (5) day notice.
3. The merit day is not cumulative.
4. A teacher shall receive a stipend of \$50.00 per each earned merit day that is not used in the previous school year.

C. Guaranteed Leave for Association Conferences, Conventions, and Work

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per year (September 1 through August 31) to each professional staff member elected to represent the Association or chosen to serve on programs or in official representative capacity at Association meetings, conferences, or conventions of any other teacher organizations. To be valid, a request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee at least five (5) full school days in advance.

D. Jury Duty

A teacher summoned to jury duty shall be paid his/her regular daily rate of salary. The teacher shall sign over to the district all monies received for service as a juror.

E. Professional Leave

Subject to approval of the Superintendent, and availability of funds in the in-service teachers' and mileage accounts, bargaining unit members shall receive reimbursement for reasonable total expenses (i.e. mileage, hotel, conference fees, meals, etc.) for at least one (1) meeting per year for each area of teaching.

ARTICLE 6

FAMILY AND MEDICAL LEAVE ACT

A teacher, employed no less than 1,250 hours, with at least twelve (12) months of service in the Keystone Local School District shall be granted twelve (12) weeks of unpaid Family Medical Leave (during each fiscal year period) for the following:

- the birth and first year care of a child'
- the adoption or foster placement of a child;
- the serious illness of a spouse, minor son, minor daughter, guardian, parent of the teacher's family, or any minor dependent child residing in the teacher's house; and
- the teacher's own serious health condition that keeps the teacher from performing the essential functions of his/her job.
- for a teacher who experiences a qualifying exigency that arises out of the fact that a spouse, child or parent has been called or is on active duty as a member of the National Guard or military reserves (it does not apply to active duty served by a member of the regular armed forces).
- A "qualifying exigency" is defined by the FMLA as follows:
- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation (the employee may take up to five (5) days of leave to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment.);

- Post-deployment activities; or
 - Additional activities not encompassed in other categories, but agreed to by the employer and employee.
 - Military Caregiver
 - In addition to the types of leaves listed above, an eligible employee who is the spouse, child, parent or next of kin (i.e., nearest blood relative) of a current member of the armed forces with a serious illness or injury incurred in the line of duty may take up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member.
 - The time period for the twenty-six (26) weeks begins on the first day of leave. Such leave may be taken only once per injury and is available only while the service member remains in the military.
- A. The teacher shall apply in writing to the Superintendent or designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if the leave request was foreseeable. The written application, requiring the Superintendent's approval, shall specify the proposed dates the leave is to commence and to terminate, with every attempt being made to select those dates least disruptive to the educational process and the district operations. The Board may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if the teacher requests a medical leave. Pursuant to the Act, the employer, at its own expense, may require a second medical certification by a medical provider of its choice.
- B. While on family medical leave, the teacher will continue to receive the same group health coverage that the teacher had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each teacher had before beginning the teacher's leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves the following:
- inpatient care in a hospital, hospice, or residential medical facility; or
 - continuing treatment by a health care provider.

- D. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the teacher shall continue to accrue sick leave.
- E. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
- F. The taking of intermittent leave, leave on reduced leave schedule, and leave near the end of an academic term shall be governed by the Act.
- G. FMLA leave shall run concurrently with any and all paid leaves.
- H. Upon expiration of FMLA leave, the bargaining unit member will be restored to the employee's former position with seniority status and pay, unless circumstances of the School District have so changed as to deem this as impossible (i.e. Reduction in Force).

ARTICLE 7

PERSONNEL FILES

- Section 1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be as confidential as permitted by law. A request for access shall be scheduled through the Superintendent. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.
- Section 2. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.
- Section 3. Teachers may challenge the relevancy, accuracy, timeliness, or fairness of file information through the grievance procedure filed at the Superintendent's level.
- Section 4. An incident which has not been reduced to writing within ten (10) work days of the Administration's knowledge of its occurrence, may not later be added to the file.
- Section 5. The contents of the file are limited to work related activities, discipline and routine financial or personnel data.

- Section 6. All entries in the personnel file must be signed and dated by an administrator.
- Section 7. Derogatory material without foundation from parents or others outside the educational field shall not be placed in building or central office personnel files. Anonymous documents shall not be placed in any file.
- Section 8. The teacher shall be entitled to a copy of any material in his/her file. Teachers may have a copy of any item in their file at no cost. If the Association is asked to file a grievance on behalf of the teacher, then the Association shall also be entitled to a copy of any material in his/her file on written request from the teacher involved, to the Board office.
- Section 9. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file and have an opportunity to review their file at that time. An individual requesting to see an employee's file shall be granted access to the file consistent with timelines specified in public records law. Every effort will be made to notify the employee that a request has been made to view the file as soon as the request is received.
- Section 10. An employee may request information be removed from his/her personnel file or dispute the accuracy, relevancy, or timeliness of the information. Information shall be removed upon mutual agreement of the professional staff member and the administrator making the entry or the Superintendent consistent with the requirements and regulations of public records. No information removed from personnel files shall be destroyed contrary to state law.
- Section 11. The Board shall encourage complaints from the public against professional staff members to be heard in executive session if it becomes necessary for the Board of Education to become involved.
- Section 12. The procedures herein shall take precedence over and supersede the provisions of O.R.C. Chapter 1347.

ARTICLE 8

ASSAULT PROTECTION

- Section 1. Teachers absent from the classroom because of physical assault shall be paid in full up to sixty (60) days and not have these days deducted from sick leave accumulation. A statement from the physician must verify the number of assault days needed not to exceed sixty (60) days. For purposes of this Article, to be entitled to assault leave under this Article, the teacher(s) assaulted shall file formal charges with the appropriate law enforcement agency. Additional days may be granted by the Superintendent.

- Section 2. Following a threat or assault, the teacher shall, if able, make an immediate verbal statement to the building principal. Within thirty-six (36) hours, if able, the teacher will also provide to the building principal a written, formal statement describing the incident.
- Section 3. Assault leave shall not be granted if it is found by a court of competent jurisdiction that the teacher(s) committed a criminal assault.
- Section 4. The building principal will thoroughly investigate and communicate with the persons involved.
- Section 5. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:
- A. The employee returns to work.
 - B. Sixty (60) days elapse.
 - C. The employee begins to receive retirement benefits under an Ohio State Retirement System.
 - D. The employee resigns.

ARTICLE 9

NON-RENEWAL

- Section 1. The Superintendent or his/her designee shall provide in writing and discuss the reason(s) for a recommendation for non-renewal with the teacher prior to official action of the Board not to renew a limited contract. Such reason(s) shall be for just cause. The Superintendent shall give such written notification on or before May 10. Prior to any non-renewal, the affected teacher shall be advised by the evaluating administrator of the deficiencies forming the grounds for non-renewal and the teacher given the opportunity to correct such deficiencies.
- Section 2. If after the conference with the Superintendent, and a recommendation of non-renewal is to be presented to the Board of Education, the teacher shall have the right to request a meeting before the Board. Such request shall be in writing and submitted to the Treasurer within five (5) work days of the date of the conference with the Superintendent. The Board shall grant the teacher a meeting prior to taking any official action on the non-renewal recommendation.

- Section 3. The Board meeting shall take place within fifteen (15) calendar days after the Treasurer receives such request. The teacher involved in such a meeting before the Board shall have the right to have a local representative and an O.E.A. representative at said meeting if he/she so desires. If a representative for the teacher is present, the representative shall have the right to address the Board.
- Section 4. The Board hearing shall be conducted by a majority of the members of the Board in executive session unless the parties agree to hold the hearing in public.
- Section 5. On or before June 1, the teacher will be notified of the Board's decision.
- Section 6. Failure to observe the provisions of this Article shall deem such teacher to be re-employed for the succeeding year.
- Section 7. The Board and the Association agree that to the extent permitted by law the foregoing procedure and provisions shall supersede and are in lieu of the provisions and procedures set forth in O.R.C. 3319.11.

ARTICLE 10

ACADEMIC FREEDOM

- Section 1. The teacher shall use good judgment in selecting supplemental materials, and methods to be used in the classroom.
- Section 2. Supplemental books and resource person(s) shall be approved by the building principal prior to their use.
- Section 3. Any academic work assigned to students for disciplinary reasons is to come only from his/her/their teacher of record.

ARTICLE 11

ASSOCIATION RIGHTS

Recognition of the Association as bargaining agent shall entitle the association to certain exclusive rights while the bargaining agent. These rights shall include:

- Section 1. The Keystone Local Education Association shall have the right to use school buildings and facilities in order to conduct Association business so long as regulations pertaining to the use of such buildings and facilities are observed.

Section 2. The building representatives of the Association in each building shall have the use of a bulletin board designated for Association business. The bulletin board shall be located in the teachers' lounge. No partisan political material shall be placed on such bulletin board.

Section 3. Payroll deductions: The following payroll deductions shall be at no cost to the professional staff member.

A. Association dues:

The Association may at any time deliver to the Board signed authorization forms requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect from year to year unless said Association gives written revocation notice to the Treasurer of the Board to discontinue such deduction prior to September 15 of any school year, or employment with the Board terminates.

Such deduction shall be made in equal amounts, beginning with the next pay period after the authorization form is submitted to the Treasurer of the Board. In order to qualify for the next pay period, the form must be submitted by Monday morning at 10:00 a.m. as listed on the pay schedule for that pay period. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount of each said teacher. The Association agrees to hold harmless the Board of Education, its agents and employees.

B. Credit Union

C. United Appeal

D. Tax Sheltered Annuities

E. Political Contributions

F. K.E.E.P.

G. Whenever the Treasurer declares that all deduction blanks on the Uniform State Payroll System are filled, no new deductions shall be allowed.

Section 4. The Association, upon written notice, shall be given permission to use individual school equipment, including and limited to computers, calculating machines, AV equipment, and xeroxing equipment when such equipment is not otherwise in use. Supplies in connection with such equipment used shall be furnished and paid for by the Association.

Section 5. The Association shall have the right to use the inter-school mail system to distribute material excluding partisan political matters.

- Section 6. The Association shall receive notice of any regular or special Board meeting at the same time as the news media is notified.
- Section 7. The Association shall have the right to participate at the orientation meeting for new professional staff members, including the right to place a letter in the Superintendent's packet informing new teachers of the recognized Association.
- The Board shall provide the Association President with the names, addresses, phone numbers, and building assignments of all new bargaining unit employees within five (5) work days following Board action.
- Section 8. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or participation/nonparticipation in any of its activities.
- Section 9. Unless clearly delineated and/or restricted herein, all professional staff members shall maintain their rights under the law.
- Section 10. Three (3) minutes of time will be allotted at the end of each school faculty meeting for representatives of the Association to make announcements.
- Section 11. The Association shall be sent an advance copy of the agenda of each Board meeting, and non-confidential appendices including previous Board meeting minutes to be discussed, at the same time it is sent to the Board of Education members.
- Section 12. The Association President and the Labor Relations Consultant shall have the right to visit schools. Either prior to or immediately upon the arrival of the representative at any school, the representative shall advise the principal or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission shall not be denied but may be delayed only if the visit, at the time desired, would interfere with the regular teaching duties of the professional staff member(s) to be contacted. Visits that are made to discuss special problems of a professional staff member(s) with the principal must be arranged in advance with the principal or, in the principal's absence, with the acting building administrator.
- Section 13. An up-to-date copy of the Board Policy Manual shall be made available to all staff via the school district's website.
- Section 14. Upon reasonable written request, up to five (5) minutes of time will be allotted on the Board agenda prior to the public participation on agenda items for an officer of the Association to address the Board of Education.

- Section 15. An Association member from each building will be on each in-service agenda for the Association.
- Section 16. A minimum of thirty (30) minutes will be allotted on each in-service agenda for the Association.
- Section 17. Upon the approval of the Superintendent, the President of the KLEA shall receive one (1) period a week for the conducting of his/her office. This may include meetings with the Superintendent or his/her designee; meetings with other members concerning KLEA business; meetings with OEA representative(s); or any other KLEA business. This period will not be one of the regular plan periods of the President which is used for classroom preparation.

ARTICLE 12

DISTRIBUTION OF THE AGREEMENT

The cost of xeroxing this Agreement shall be shared equally by the Board and the Association. Each member of the bargaining unit shall receive a copy of the new Agreement on the first teacher workday and this copy becomes the property of the bargaining unit member. New employees shall receive a copy of the Agreement on his/her first workday. The Association and the Board shall receive twenty (20) extra copies of the Agreement for its own use.

ARTICLE 13

CLASSROOM CONDITIONS

- Section 1. Instructional personnel, maintenance, and cleaning personnel will be instructed to check rooms daily for minor needed repairs or placements and to report them in writing to their supervisor who will follow up on the repair work.
- Section 2. Each student in a class, homeroom held in a classroom, and/or study hall will be provided a study area consisting of a table and/or desk and chair.

ARTICLE 14

TEACHERS' SALARY SCHEDULES

- | | | |
|------------|-------------------------------|------------------------|
| Section 1. | July 1, 2014 to June 30, 2015 | \$34,774 (0% increase) |
| | July 1, 2015 to June 30, 2016 | \$34,774 (0% increase) |

(See Appendix C)

- Section 2. Supplemental salaries will be paid according to the above base salaries as per the supplemental salary schedules.
- Section 3. The above base salary will be used on the salary index attached.
- Section 4. Extended service shall be paid on a per diem basis (the teacher's base salary divided by 184 days). All extended service time (days beyond regular school year) will be calculated into the yearly salary and paid every two (2) weeks.
- Section 5. Tutoring, home bound instruction, and summer school teaching rates shall be established by taking the base salary (BA — step 0) divided by the number of days per year and then divided by the teacher's work day hours.
- Section 6. Teachers shall be paid biweekly over twenty-six (26) pays.
- Section 7. All teachers employed by the Board of Education shall be paid via direct deposit and shall receive their pay stubs via e-mail. These direct deposit statements will be void of complete social security number.
- Section 8. Approved mileage reimbursement will be at the current IRS rate.

ARTICLE 15

SUPPLEMENTAL POSITIONS

All supplemental positions shall have a Board adopted job description.

Personnel holding a supplemental position shall be evaluated at the conclusion of their duties.

- Section 1. Step placement is determined by the upcoming year of experience at that position indicated by the contract.

POSITION	Step 1	Step 2	Step 4	Step 7
Seventh-Twelfth Athletic Director	.255	.275	.30	.35
Fall Faculty Manager (2)	.035	.035	.035	.035
Winter Faculty Manager	.035	.035	.035	.035
Head Varsity Football	.14	.155	.18	.210
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Head Freshman Football	.08	.085	.095	.120
Assistant Freshman Football	.075	.08	.09	.115
Head Eighth Football	.065	.07	.085	.105
Assistant Eighth Football	.055	.06	.075	.085
Head Seventh Football	.065	.07	.085	.105
Assistant Seventh Football	.055	.06	.075	.085
Head Boys' Soccer	.10	.115	.135	.165
Assistant Varsity Boys' Soccer	.07	.08	.095	.115
JV Boys' Soccer	.075	.085	.105	.125
Head Girls' Soccer	.10	.115	.135	.165
Assistant Varsity Girls' Soccer	.07	.08	.095	.115
JV Girls' Soccer	.075	.085	.105	.125
Head Varsity Volleyball	.10	.115	.135	.165
Assistant Varsity Volleyball	.07	.08	.095	.115
Junior Varsity Volleyball	.075	.085	.105	.125
Head Freshman Volleyball	.065	.07	.085	.105
Head Eighth Volleyball	.055	.06	.075	.095
Head Seventh Volleyball	.055	.06	.075	.095
Head Varsity Boys' Golf	.07	.08	.095	.125
Head Varsity Girls' Golf	.07	.08	.095	.125
Bowling	.07	.08	.095	.125
Comic Book Club	.02	.025	.03	.035
Head Varsity Cross Country	.07	.08	.095	.125
Assistant Cross Country	.035	.045	.06	.080
Head Varsity Boys' Basketball	.14	.155	.18	.210
Assistant Varsity Boys' Basketball	.085	.09	.105	.125
Junior Varsity Boys' Basketball	.09	.095	.115	.135
Head Freshman Boys' Basketball	.075	.08	.095	.115
Head Eighth Boys' Basketball	.06	.065	.085	.105

POSITION	Step 1	Step 2	Step 4	Step 7
Head Seventh Boys' Basketball	.06	.065	.18	.105
Head Varsity Girls' Basketball	.14	.155	.18	.210
Assistant Varsity Girls' Basketball	.085	.09	.105	.125
Junior Varsity Girls' Basketball	.09	.095	.115	.135
Head Freshman Girls' Basketball	.075	.08	.095	.115
Head Eighth Girls' Basketball	.06	.065	.085	.105
Head Seventh Girls' Basketball	.06	.065	.085	.105
Head Varsity Baseball	.09	.10	.125	.155
Assistant Varsity Baseball	.07	.077	.09	.110
Junior Varsity Baseball	.075	.08	.095	.115
Freshman Baseball	.06	.065	.085	.105
Head Varsity Softball	.09	.10	.125	.155
Assistant Varsity Softball	.07	.077	.09	.110
Junior Varsity Softball	.075	.08	.095	.115
Freshman Softball	.06	.065	.085	.105
Middle School Head Girls' Softball	.06	.065	.08	.100
Head Varsity Track	.09	.10	.125	.155
Assistant Varsity Track	.075	.08	.095	.115
Assistant Varsity Track	.075	.08	.095	.115
Head Middle School Track	.06	.065	.08	.100
Assistant Middle School Track	.05	.055	.07	.080
Head Varsity Wrestling	.12	.135	.155	.185
Assistant Varsity Wrestling	.07	.08	.095	.115
Junior Varsity Wrestling	.075	.09	.105	.125
Head Middle School Wrestling	.075	.08	.095	.115
Assistant Middle School Wrestling	.065	.07	.085	.095
Varsity Cheerleader Advisor	.065	.07	.08	.110
Junior Varsity Cheerleader Advisor	.06	.065	.075	.095
Freshman Cheerleader Advisor	.055	.06	.07	.090
Middle School Cheerleader Advisor	.045	.05	.06	.080
High School Marching/Pep Band	.115	.13	.15	.180
Assistant Marching/Pep Band	.055	.06	.075	.095
Flag Corps Advisor	.05	.055	.065	.085
HS Yearbook Advisor	.07	.080	.095	.110
Middle School Memory Book Advisor	.04	.045	.055	.075
Middle School Drama Club	.045	.05	.06	.080
High School Drama Club	.045	.05	.06	.080
High School Student Council	.05	.055	.07	.090
Middle School Student Council	.035	.04	.055	.075
National Honor Society Advisor	.03	.035	.04	.060
Senior Class Advisor	.05	.055	.06	.070
Junior Class Advisor	.05	.055	.06	.070
Sophomore Class Advisor	.03	.033	.036	.042
Freshman Class Advisor	.03	.03	.03	.042
Academic Challenge Advisor	.04	.045	.055	.070

POSITION	Step 1	Step 2	Step 4	Step 7
Vocal Contest Director	.04	.045	.06	.080
Instrumental Contest Director	.04	.045	.06	.080
Weight Rm. Supervisor per 9 wk. period	.02	.02	.02	.020
ArtNocal/Instrumental Performance	.004	.004	.004	.006
Instrumental Parade Days	.005	.005	.005	.007
Middle School Jazz Band	.03	.035	.045	.050
Website Maintenance	.11	.12	.14	.15
District Communications	.11	.12	.14	.15
Outdoor Learning Camp	\$300 per staff member			

- Section 2. Supplemental salaries shall be computed by multiplying the base salary for a beginning teacher with a Bachelor's degree times the index multiple.
- Section 3. Any promotion within a specific category or sport shall not result in a reduction (decrease) in the index multiple from the "promoted from" position. There will be no credit given for years of experience at position category levels below that of the "promoted to" position.
- Section 4. All supplemental contracts held by individuals not employed as regular teachers and all supplemental contracts whose duties are not completed by April 30 shall expire on the date listed on the contract. No written notification on non-renewal of supplemental contracts is necessary.
- Section 5. All supplemental pay shall be issued via direct deposit with contract holders receiving 50% of their pay midway through their season or contract period. The end of the first semester being the halfway point of year-long contracts. The remaining 50% of their stipend will be paid when their regular contract duties end and voucher signed. Midpoint of contract duration will be determined by the Board and KLEA prior to the start of the new school year. Contract holders shall receive pay stubs via e-mail.
- Section 6. Providing the Board intends to hold the activity, the supplemental position involved shall be filled by the start of the activity. Should the student participation level in an activity decrease to the extent that the activity cannot be reasonably continued, the Board shall be able to cease the activity, suspend the contract, and pay the member only the amount that had been earned. The head coach of the activity, athletic director, and building principal shall meet prior to ceasing the activity to discuss the overall direction of the program.
- Section 7. The KLEA and the Board shall establish a Local Professional Development Committee (LPDC). For all meetings, training and work beyond the school day, bargaining unit members shall be paid per the current negotiated home bound tutor rate.

Section 8. Athletic Director Positions

The Seventh-Twelfth Athletic Director shall be assigned athletic director duties for at least three (3) periods per day.

Section 9. A daily contract will be issued to those directors of musical/visual arts groups which put on an evening or non-school (non-paid day) program or performance for the public.

Section 10. Supplemental Review Committee

A Supplemental Review Committee composed of three (3) designees appointed by the Association President and three (3) designees appointed by the Superintendent shall be established by October 1, 2014 to review, evaluate and revise the current list of supplemental positions, create job descriptions and qualifications of existing and new supplemental positions, and review the supplemental evaluation instrument. The Association President and/or Superintendent may appoint himself/herself as one of the three (3) designees. The committee shall submit its recommendations to the Board and the Association. All recommendations of the committee shall be subject to ratification by the Association and approval by the Board.

Section 11. Mentor Program

The Board shall pay an annual stipend of \$1,900.00 to the teacher serving as Lead Mentor Teacher. The Board shall pay an annual stipend of \$1,000.00 per mentee to teachers serving as mentor teachers for the first and second years of the resident educator program and an annual stipend of \$500.00 per mentee to teachers serving as mentor teachers for the third and fourth years of the resident educator program.

Section 12. Ticket Takers, Score Board Operators and Public Address Announcers shall be paid \$20 per game in accordance with Board Policy.

ARTICLE 16

RETIREMENT ISSUES

Section 1. Upon retirement from the Keystone Local School District, a teacher shall be eligible for severance pay according to the following conditions:

A. Payment shall be for $\frac{1}{4}$ of the teacher's accumulated sick leave days but not to exceed seventy-five (75) days, at the employee's daily rate of pay.

B. Additional days for severance pay shall be granted upon meeting the following criteria:

1. One (1) additional day of severance pay for each year the teacher has accumulated three hundred (300) sick days as of the second pay in October of each year during the last five (5) years of employment.
2. A teacher meeting the requirements specified in Section 6.C. of this article.

C. No payment shall be made until the teacher has been accepted into the retirement of a state employment retirement system.

Section 2. The employee must have at least ten (10) years of service with the state of Ohio, a political subdivision, or a combination thereof.

Section 3. The severance pay benefit may be used only once.

Section 4. The severance pay policy will be in accordance with state statutes.

Section 5. In the event of the death of an employee, his/her severance pay to which he/she would have been entitled, as calculated in accordance with Sections 1 through 4, shall be paid to the beneficiary designated on his/her Board-provided life insurance.

Section 6. Retirement Incentive Bonus

A. Criteria

Effective September 1, 2009, bargaining unit members who meet the following criteria are eligible for Retirement Incentive bonus:

1. At least five (5) years of service with the Keystone Local School District.
2. Meet retirement eligibility criteria according to state employee retirement systems.
3. Retire with thirty five (35) years or less experience and provide Treasurer with documentation of the number of years of service credit from state employee retirement system in which they plan to retire.
4. Submit a binding letter of resignation by April 1 of their last year of employment.

5. Retires no earlier than the last day of school in that year and no later than June 30.
 6. The Superintendent may approve a retirement date outside the range stated in Section 6. A. 4. & 5. for extenuating circumstances provided the employee notifies the Superintendent of his/her intention to retire at least 90 days in advance of the retirement date. These extenuating circumstance include, but are not limited to, the employee requires less than 30 days of service credit in the school year to meet retirement guidelines, spouse is transferred out of state, the employee has a partial year of service credit and will earn 30 or 35 years of service credit prior to June 30, or other significant life events.
- B. Bonus payment calculation for an employee with thirty five (35) years or less service credit who notifies the Superintendent in writing by September 1st that he/she is contemplating retirement during the school year shall be entitled to the following:
1. Payment at fifty percent (50%) of the teacher's daily rate for accumulated and unused sick leave days during the last year of employment, not to exceed fifteen (15) days. Last year is defined as the time period from July 1 through June 30.
 2. Payment shall be for one-half (½) of the teacher's unused personal leave during the last year of employment (July 1 through June 30), at the employee's daily rate of pay.
- C. In addition to items stated in B. above, employees retiring with thirty (30) years or less of service shall also be entitled to the following:
1. A cash payment of ten thousand dollars (\$10,000) and;
 2. A cash payment of three hundred dollars (\$300) per year of documented service to Keystone Local School District.
 - a. Ohio STRS Service Credit Report shall be used to document service credit to Keystone Local School District.
 - b. The per year of service cash payment is a benefit and is subject to the provisions of Article 1, section 1 related to part time service. Partial years of service credit to Keystone Local Schools will be prorated in bonus payment calculation.

- D. All severance payment, including any bonus payment, shall be made within forty (40) calendar days after the member furnishes evidence to the Treasurer/CFO of receipt of his/her first retirement payment from the state retirement system.

ARTICLE 17

ELIGIBILITY FOR RE-EMPLOYMENT OF AN STRS RETIRED TEACHER

A teacher who is approved and eligible to collect retirement payments under STRS may be employed or re-employed under the following conditions:

1. An Association teacher wanting consideration for re-employment in a teaching position after STRS eligibility for retirement shall make a written request to the Superintendent by April 1. Similarly situated teachers of other school districts shall apply through the normal application process. The teacher shall send to the Association President a copy of the teacher's written request.
2. The Board shall schedule a meeting to consider the teacher's request no later than seventy-five (75) days after the Superintendent's receipt of the written request.
3. The Superintendent shall notify the teacher no later than forty-five (45) days from the date of receipt of the written request whether the Superintendent is going to recommend and/or the Board is going to employ the teacher for re-employment after retirement.
4. Within fifteen (15) calendar days of teacher's effective date of retirement, the teacher may withdraw the teacher's STRS retirement request by written notice to the Superintendent, should the teacher not be recommended for hiring after retirement.
5. The decision of the Superintendent or the Board not to re-employ the retiring teacher or similarly situated teacher shall not be subject to court action and/or the grievance procedure.
6. A bargaining unit position may be filled by a re-employed retired teacher only after the vacancy has been posted and no current bargaining unit member applied for or was qualified to fill the position.
7. A re-employed teacher or a teacher similarly situated shall not be entitled to any severance beyond what the teacher was paid when the teacher accepted STRS retirement.
8. A re-employed teacher shall be granted, for salary purposes, service credits at the current educational column at the time the teacher retired with a maximum of ten (10) years of service credit. A teacher employed from another school district shall be placed on the salary schedule pursuant to the criteria stated within the Collective Bargaining Agreement.

9. A bargaining unit member re-employed shall be credited with zero (0) years of seniority. Retired teachers employed from without the School District will be treated for seniority purposes as all newly hired teachers.
10. Insurance eligibility for all re-employed teachers shall be governed by the Collective Bargaining Agreement. All re-employed teachers shall not be eligible for insurance coverage if only hired under a supplemental contract.
11. The contract of employment for teachers re-employed from the School District shall be a limited contract for one (1) year. Teachers from outside the School District shall be re-employed on a one (1) year limited contract. If not renewed, the contracts of employment of re-employed teachers shall automatically expire on the date listed therein without the need for compliance with O.R.C. Sections 3319.11 and 3319.111.
12. Re-employed teachers are not eligible for continuing contract status during any period of re-employment with the School District.
13. For purposes of Reduction-in-Force, all re-employed teachers shall be construed as the least senior members of the bargaining unit.
14. The Board will not re-hire retired employees that would preclude a laid-off member from being recalled.

ARTICLE 18

ADMINISTRATIVE POLICY

The Board shall adhere to O.R.C. 4117 when making policy changes affecting wages, hours, and conditions of employment.

ARTICLE 19

TEACHER DRESS CODE

All teachers shall dress in a professional manner and wear apparel appropriate to their particular teaching position.

ARTICLE 20

MEETINGS PRIOR TO OR BEYOND THE STUDENT DAY

Meetings required of a faculty member outside the student day shall be limited to no more than two (2) meetings per month or a maximum of sixty (60) minutes of meeting time per month,

except during the first week of school or in case of an emergency. Such meetings shall be scheduled either in the morning prior to the student day or in the afternoon seven (7) minutes after the student day. Teachers shall be given written notice five (5) calendar days prior to the day of the meeting, except in the case of an emergency. No morning meeting shall be scheduled before 8:00. No afternoon meetings will extend beyond 4:30.

ARTICLE 21

TEACHER WORK YEAR

Section 1. The teacher work year shall consist of:

180 student days

- 1 Teacher In-service Day (first work day for teachers)
- 1 Teacher Records Day (second work day for teachers)
(building meeting shall not exceed sixty (60) minutes)
- 1 Mid-Year Teacher Records Day (at conclusion of 1st semester)
- 1 Teacher Records Day (End of School Check Out)

184 Teacher Work Days

The first work day will be an all-day in-service with time allocated for a KLEA meeting. The second work day will consist of the building meeting and records day. The building meeting shall not exceed sixty (60) minutes.

The Mid-Year Teacher Record Day held at the conclusion of the first semester shall be available for teachers to compute 2nd nine weeks and/or 1st semester grades.

If calamity days cause the District to fall below the minimum hour thresholds set forth in R.C. 3313.48 and/or any other applicable law, make up days and/or hours will only be used to meet the minimum number of hours required by the State Department of Education or State Legislature.

Section 2. By November 1 each year, the KLEA President or his/her designee and the Superintendent or his/her designee will meet to develop at least two (2) school year calendar options that meet with the requirements of Ohio law on school year calendars. The school calendar shall include one hundred eighty four (184) teacher work days and comply with the provisions of Section 1 of this Article. The KLEA President shall poll all KLEA employees of the District regarding the school calendar alternatives, with the KLEA President tallying the results. The alternative receiving the most votes will be recommended to the Board by the Superintendent.

Section 3. NEOEA Day shall be a non-work day.

Section 4. Teachers shall attend at least one P.T.A. meeting during each school year. There will be a P.T.A. meeting scheduled during Open House in each building. Teachers shall attend Open House.

Section 5. Each school year, the following conference schedule shall apply:

Fall Conferences:

Elementary:

- Thursday, (one week before Thanksgiving); 5:00 p.m. — 8:00 p.m.
- Monday, (before Thanksgiving); 5:00 p.m. — 8:00 p.m.
- Wednesday, (day before Thanksgiving); off

Middle School and High School:

- Thursday, (two weeks before Thanksgiving); 4:30 p.m. — 7:30 p.m.
- Tuesday, (one week prior to Thanksgiving); 4:30 p.m. — 7:30 p.m.
- Wednesday, (day before Thanksgiving); off

ARTICLE 22

MULTI-YEAR TEACHING CONTRACTS

Section 1. Teachers who have taught successfully on three (3) one-year contracts, and then two (2) two-year contracts will be offered three-year contracts from that time on.

Section 2. Based upon the evaluations of the administrators, a teacher eligible for a multi-year limited contract may be placed on a one-year contract and shall be given specific reasons for the decision by the Superintendent prior to any recommendation to the Board.

If the teacher has made satisfactory improvement and has corrected all the noted deficiencies, the teacher shall be offered the appropriate multiyear limited contract or placed again on a one-year contract. Said teacher shall be offered no more than two (2) such one-year contracts.

ARTICLE 23

ELIGIBILITY FOR A CONTINUING CONTRACT

Members of the bargaining unit who anticipate qualification for a continuing contract and who notify the Superintendent in writing by October 1 of the school year of eligibility, will be offered the continuing contract, if eligible as determined by applicable law, at the April Board meeting.

ARTICLE 24

MAINTENANCE OF CERTIFICATE/LICENSE

- Section 1. As a condition of reemployment, all members of the bargaining unit shall maintain all teaching certificates/licenses in the areas in which they are actually teaching. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Treasurer of the Board. The Board office shall notify the teacher by January 15 of the year of the certificate's/license expiration.
- Section 2. Employees shall be responsible for the entire cost of any background check required for initial employment or rehire. All costs for renewed criminal record background checks involving fingerprinting as required by law will be shared equally between the Board of Education and the employee provided that the employee obtains said background check at the Lorain County Educational Service Center utilizing the form designated by the Board of Education and provided further that the employee pays the Lorain County Educational Service Center for his/her half of the cost at the time he/she requests said background check. An employee must fully comply with this article in order to receive reimbursement.
- Section 3. The Board will provide and schedule necessary CPR training and sports medicine training one time per year for those employees that are required to have pupil validation certification to perform their supplemental duties. Should the employee not participate in this scheduled training he/she will be required to obtain this training at his/her expense. The Board will provide notification to teachers requiring certifications for supplemental contracts.

ARTICLE 25

GROUP TERM-LIFE

The Keystone Local Board of Education will provide group term-life insurance as follows:

1. Life insurance shall be \$75,000 per full-time staff member and pro-rated for part-time staff members, beginning January 2007.
2. The Board will select the carrier.
3. The Board will pay 100% of the premium.

ARTICLE 26

MEDICAL INSURANCE

To the extent required by law, the Board's medical insurance plan(s) and the provision thereof shall accord with the Patient Protection and Affordable Care Act of 2010 ("PPACA").

The total lifetime maximum comprehensive major medical cap shall be as defined by applicable law.

The Board shall maintain a Section 125 Cafeteria Plan ("Cafeteria Plan") that is designed to allow employees who must make contributions for health care, dental and/or vision coverage to elect to do so on a pre-tax basis.

The Cafeteria Plan will be designated to meet the requirements of Internal Revenue Code Section 125 and applicable regulations. Employees may contribute up to \$2,500.00 per calendar year or the maximum amount permitted by applicable law. An employee may elect to carryover to the immediately following plan year up to \$500.00 of any amount remaining unused as of the end of the plan year in a Health Flex Spending Account.

Section 1. The Keystone Board of Education will pay:

- 85% of the premium per month per single plan.

Section 2. The Keystone Board of Education will pay:

- 85% of the premium per month per family plan.

Section 3. The Board of Education reserves the right to change companies provided that the benefits are not changed.

Section 4. Annually a Board representative will explain to the members the difference in generic and brand name drugs and the representative will explain the process of using the mail order method to receive their medications.

Section 5. The Association President shall be provided and updated with all documents pertaining to insurance coverage provided by the Board of Education under this Article and Articles 27 and 28.

Section 6. The plan design will be a Comprehensive Major Medical plan with PPO steerage and enhanced wellness benefits. Coverage is as follows:

Effective July 1, 2014 through December 31, 2014:

	<u>In Network</u>	<u>Out of Network</u>
Medical Co-Insurance	90/10	70/30
Medical Deductible	\$150 Single \$300 Family	\$400 Single \$800 Family
Medical Out of Pocket Maximum	\$1,095 Single \$1,095 Family	\$2,095 Single \$2,095 Family
Retail (30-day supply)		
A. Generic		\$10.00 co-payment
B. Preferred		\$20.00 co-payment
C. Non-preferred		\$30.00 co-payment
Mail order (90-day supply)		
A. Generic		\$10.00 co-payment
B. Preferred		\$20.00 co-payment
C. Non-preferred		\$30.00 co-payment

Effective January 1, 2015:

	<u>In Network</u>	<u>Out of Network</u>
Medical Co-Insurance	90/10	70/30
Medical Deductible	\$500 Single \$1,000 Family	\$1,000 Single \$2,000 Family
Medical Out of Pocket Maximum	\$1,750 Single \$3,500 Family	\$2,500 Single \$5,000 Family
Retail (30-day supply)		
A. Generic		\$10.00 co-payment
B. Preferred		\$30.00 co-payment
C. Non-preferred		\$40.00 co-payment
Mail order (90-day supply)		
A. Generic		\$20.00 co-payment
B. Preferred		\$50.00 co-payment
C. Non-preferred		\$80.00 co-payment

Section 7. Wellness Incentive

Employees who are enrolled in the Board's medical insurance plan and participate in and complete the preventative health screenings and online health assessment on or before November 1 of the applicable year, shall receive a credit (\$250.00/Single and \$500.00/Family) toward the employee's deductible.

Section 8. The following Working Spouse Rule shall become effective July 1, 2015:

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 25% of the premium cost, must enroll in that coverage and the Board's Medical Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Treasurer immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization or retirement plan or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates under the Board's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by Board. Additional documentation may be required.

If you submit false information, or fail to timely advise the Treasurer of a change in your spouse's eligibility for employer, business, organization, or retirement plan sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from

the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

- Section 9. Payment in Lieu of Medical Insurance - Any certificated employee who carries Board medical insurance (and all new employees) and elects to decline coverage shall be eligible for the following options:
- A. An employee carrying family coverage may decline Board medical insurance and receive \$2,000, divided into two (2) equal semiannual payments. Said semi-annual payments shall be made with the second pay in March and the second pay in September, including individuals who have resigned since the last semi-annual payment.
 - B. An employee carrying family coverage may elect to take single insurance coverage and receive \$1,000, divided into two (2) equal semi-annual payments. Said semi-annual payments shall be made with the second pay in March and the second pay in September, including individuals who have resigned since the last semi-annual payment.
 - C. An employee carrying single coverage may elect to decline Board medical insurance and receive \$1,000, divided into two (2) equal semi-annual payments.
 - D. The above options shall apply to district employees who are husband and wife with the exception that one employee must take family coverage or both employees must take single coverage.
 - E. Employees electing to participate in the above insurance options must notify the district treasurer in writing no later than August 1 of any year they wish to decline coverage. An annual reminder will be provided to each employee in advance of the August 1 deadline.
 - F. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification of the district treasurer.
 - G. This option shall be annual from September 1 to August 31.
 - H. The above payments in lieu of medical insurance shall not be subject to STRS contribution but shall be subject to all other applicable taxes.
 - I. Part-time employees who elect to decline coverage will receive prorated payments.

Section 10. Subject to Section 8 (Working Spouse Rule), participants who have been declined coverage may later enroll into the plan of the Board like a new employee, if any of the following criteria apply: (a) there has been a marriage or divorce; (b) there has been a birth, adoption, or placement for adoption of a child; (c) there has been the death of a spouse or a child; (d) there has been a change in the employee's employment status; (f) there has been a change in the dependent's eligibility; (g) there has been an unpaid leave of absence taken by the employee or the spouse and (h) there has been a loss of other health insurance.

The KLEA and Board pledge to maintain the plan in a non-discriminatory manner and consistent with federal law.

COBRA coverage shall be extended to 29 months for those participants who become disabled within the first 60 days of coverage. A newborn, an adopted child, or a child placed for adoption may be enrolled. COBRA benefits may be terminated for a participant who becomes covered by a group health plan, even if the other plan contains a pre-existing clause, if the clause does not apply to the participant because of the HIPAA regulations.

The Board's plan will accept certificates of coverage from new employees and apply the creditable coverage to the pre-existing condition clause. The pre-existing condition waiting period will be reduced by the number of days of creditable coverage provided by the employee for new participants who were fully covered under another plan within 63 days before enrollment in this plan.

The Board's plan hereby incorporates the terms and conditions of the Newborn's and Mothers' Health Protection Act and court issued child support orders. The plan will cover children who have been placed for adoption with a covered person.

The plan will not have a separate calendar year maximum for outpatient mental health benefits. Service provided by a physician or other provider shall be limited to a maximum payment of \$90.00 and the number of visits per plan year shall be limited to 45. Amounts charged above \$90.00 are the insured's responsibility. Outpatient out-of-pocket expenses are listed in the medical portion of the plan.

ARTICLE 27

DENTAL PLAN

The Keystone Board of Education will provide to all full-time employees the Group Dental Insurance Plan, XV-A, as offered by the OASIS Trust, subject to the following conditions.

1. Board of Education shall pay 85% of the premium per month per plan.

2. The Board of Education reserves the right to change plans of companies providing the major benefits are not changed substantially.

ARTICLE 28

VISION INSURANCE

Section 1. The Board shall provide a group vision insurance plan for all bargaining unit members and their eligible dependents. The specifics of the plan shall be bargained with the KLEA.

Section 2. The Board shall pay 85% of the premium per month per plan.

ARTICLE 29

HEALTH CARE COMMITTEE

A committee composed of three (3) representatives appointed by the President of KLEA and three (3) representatives of the Board shall be created and charged with health insurance matters. The Health Care committee shall annually elect a chairperson and recording secretary. Regular minutes shall be kept and shared with all members. The Health Care committee shall meet at least twice per year. Additional meetings may be scheduled as needed. The Health Care committee shall regularly be provided with health insurance data, including enrollment levels, claims versus premiums, and such other data as members of the committee believe are needed for informed decision making. All information shared shall be in compliance with HIPPA regulations.

The Health Care committee's responsibilities include the following:

- Review annual and historical insurance costs
- Examine utilization patterns
- Consider employee wellness and fitness options
- Consider various cost containment options
- Review and propose any needed changes to health care plan
- Utilize consultants provided by LERC

On or before April 1 of each year, the Health Care committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increases as low as possible. All decisions shall be made by consensus and a report of these changes shall be submitted to the KLEA and Board for ratification. Upon ratification, changes shall become effective January 1.

If consensus cannot be reached, the Health Care committee shall prepare a majority report and submit it to the KLEA President and Superintendent for review. Majority report recommendations shall only be implemented through the collective bargaining process.

ARTICLE 30

STRS-SALARY REDUCTION/SALARY RESTATEMENT (SHELTERING)

The Board of Education agrees to pick up contributions to the State Teacher's Retirement System in an amount equal to each certificated employee's contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction for the contract salary otherwise payable to such certificated employee.

ARTICLE 31

CONDITIONS OF THIS AGREEMENT

Section 1. Where any provisions of this Negotiated Agreement conflict with prior policy of the Board of Education, this Agreement shall take precedence over such policy.

Section 2. In the event there is a conflict between a provision of this contract and O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this contract, there is a change in O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

Section 3. Neither the Keystone Local Board of Education nor the Keystone Local Education Association shall make any additions, deletions, or changes to this Agreement except through the negotiated consent of the other party to this agreement.

ARTICLE 32

ADDITIONAL CLASSES

Section 1. The rate for taking an additional class when it is impossible to obtain a substitute shall be \$25.00 for the duration of the contract.

Section 2. If an additional class is added to a study hall or other class, the certificated teacher will be paid \$25.00 for the duration of this contract.

Section 3. Substituting in the middle and elementary schools.

A. Teachers will be paid \$25.00 per class period for teaching during scheduled periods of art, music, physical education, or during the teacher's lunch period for the duration of the contract.

B. Teachers will be paid \$25.00 per class period for supervising a classroom or study hall during their scheduled planning and conference period for the duration of this contract.

C. The first two (2) days of the new school year are exempt from any provisions of the Article.

D. When an elementary class is split between two (2) teachers, each of the two (2) elementary teachers will receive one-half ($\frac{1}{2}$) of the daily sub rate.

Section 4. General Provisions

A. The determination of whether or not a substitute is needed shall be made by the Principal and the substituting classroom teacher.

B. Should a teacher accept an additional assignment class for the entire student day, then said bargaining unit member shall be compensated at the teacher's appropriate per diem plus One Hundred Dollars (\$100.00).

C. A teacher shall have the right to refuse an additional dual assignment class.

D. The pay for taking additional classes will be made no later than the next pay period, provided that proper paper work is filed with the Treasurer.

ARTICLE 33

LUNCH AND PREPARATION TIME

Section 1. Preparation time shall be defined as a period of time when students are not under the teacher's supervision excluding lunch time and time before or after the student day. The start of the student day shall be defined as when the students are permitted to enter the building.

- Section 2. All teachers will receive at least five (5) periods of preparation per week, based upon a five (5) work day week. All bargaining unit members who teach four (4) periods or more a day shall be granted a preparation period during the student day. It is further agreed that those bargaining unit members who teach less than four (4) periods a day shall not be granted a preparation period during the student day.
- Section 3. All elementary teachers of grades K-6 will be guaranteed two hundred (200) minutes per week of preparation time, based upon a five (5) work day week. Reasonable effort will be made to provide a minimum of thirty (30) consecutive minutes per day of preparation time under present staffing constraints.
- Section 4. All bargaining unit members shall receive at least thirty (30) minutes daily of duty-free uninterrupted lunch time.

ARTICLE 34

REDUCTION IN FORCE

- Section 1. When necessary, the Board of Education may reduce the number of teaching positions but such reductions shall be limited to such reasons as:
- A. Decline in student enrollment
 - B. Return to duty of regular teachers after leaves of absence
 - C. Suspension of schools, or territorial changes affecting the district
 - D. Financial reasons
- Section 2. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:
- A. Any necessary reductions in staff shall first occur through attrition (i.e., retirement, voluntary resignations, etc.) before any suspension of contracts.
 - B. In accordance with the recommendation of the Superintendent, the Board of Education shall suspend the contracts of non-tenured teachers within the affected teaching field prior to suspending the contracts of any tenured teachers within that teaching field.
 - C. For the 2014-2015 school year only, teachers who have effectiveness ratings of Accomplished and Skilled in the category of teacher performance shall be deemed to have comparable evaluations. Effective the 2015-2016 school year, teachers who have the same effectiveness rating in the category of teacher performance on their most recently completed evaluation shall be deemed to have comparable evaluations.

- D. Subject to the requirement that the contracts of non-tenured teachers within the affected teaching field be suspended prior to the contracts of tenured teachers within that teaching field, the Superintendent's recommendations and the Board's decisions shall be based upon the results of the teachers' standards-based evaluations. In making his recommendation(s), the Superintendent shall consider seniority as a "tie breaker" between teachers who have comparable evaluations.
- E. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract--tenured or limited contract) with no non-tenured teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's licensure highly qualified (HOT) status. No bargaining unit member shall displace another bargaining unit member unless the displacing member has a higher effectiveness rating in the category of teacher performance than the displaced member or a comparable evaluation to the displaced member.

Section 3. Seniority shall be defined as a continuous employment of a teacher beginning with the first date the teacher reported for duty. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated. Part-time teaching shall be counted as a fraction of a year of seniority.

Section 4. Seniority shall be lost when a teacher resigns or retires. Seniority shall also be lost when a teacher chooses not to accept a recall offer to a full-time position in which the teacher maintains a license and is highly qualified.

Section 5. For the purposes of this article days shall be defined as work days or days the Board office is open.

Teachers whose contracts have been suspended shall have rights to recall as follows:

- A. First recall shall be of tenured teachers with the teacher's preferred area of certification first, then by other areas of licensure. The teacher must be highly qualified (HOT) for the teaching assignment.
- B. If an available teaching position cannot be filled by tenured teachers, then non-tenured teachers shall be eligible first in the teacher's preferred area of licensure, then by other areas of licensure, provided the teacher is highly qualified (HOT).

- C. Subject to the requirement that tenured teachers shall be rehired prior to non-tenured teachers, the Superintendent's recommendation and the Board of Education's decisions regarding rehiring shall be based upon the results of the standards-based evaluations of the individuals on the recall list. In making his recommendation(s), the Superintendent shall consider seniority as a "tie breaker" between individuals on the recall list who have comparable evaluations.
- D. When two (2) or more teachers have the same seniority within a given area of certification, then tie breaking procedures shall be implemented based upon the following criteria in the order presented.
 - 1. Date of hire by the Board
 - 2. Date of signed contract
 - 3. Teaching experience in other districts
 - 4. Drawing lots
- E. The recall list shall be maintained for a period of three (3) years for limited contract teachers. Thereafter, an employee on layoff shall lose his/her right to recall. A continuing contract teacher shall remain on the recall list until offered an equal position and the continuing contract recall teacher declines that offer. Nor shall a teacher lose the right to restoration by refusing a position requiring a lesser percentage of full-time employment than the position that the teacher last held within the School District.
- F. To retain their position on the recall list, the teacher must notify the Superintendent in writing of any change in his/her address or phone number.
- G. The Superintendent shall notify by regular United States Mail, postage prepaid, any teacher on a recall list of a possible vacancy. Such notification shall be deemed effective upon mailing.
- H. The Board will recognize a RIF'd employee's additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Employer prior to recall.

Section 6. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association President thirty (30) days prior to Board action to reduce staff.

The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, and the effective date of the RIF. Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association.

Notice shall also be provided to all teachers so affected fifteen (15) days prior to Board action to reduce staff.

Annually, a list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of licensure, areas in which highly qualified teacher status is met, and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification, and present teaching and building assignment. The Association President shall receive a copy of the list(s) by November 1 of each year. Each teacher whose contract is to be suspended and the Association shall receive copies of this list. No teacher will be reduced in force as a result of the implementation of PL 94-142 or HB 455.

Section 7. During the implementation of RIF no transfer shall occur that will cause a more senior employee to be laid off before a less senior employee.

No new hire shall be employed in a bargaining unit position until all eligible, laid off employees have been offered such position.

No transfer shall be made during a period of RIF that prevents the recall of an employee on layoff status.

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

ARTICLE 35

SCHOOL HOURS

Section 1. All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than seven (7) hours and fifteen (15) minutes, including the duty-free lunch period guaranteed to under Section 3 of this Article, preparation time, and no teacher will be required to report for duty earlier than 7:15 a.m. nor remain on duty later than 4:15 p.m. unless an emergency exists. The length of the assigned work day will be substantially equivalent for all teachers. Reasonable efforts shall be made to ensure that teachers shall not be assigned more than fifteen (15) minutes of any type of duty during or outside the contractual work day.

- Section 2. In regard to delayed opening and/or early dismissal days, due to calamity situations, work day of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day except those days scheduled for other activities.
- Section 3. All teachers will have at least thirty (30) minutes of consecutive duty-free lunch period.
- Section 4. In the event of a late evening bus, a teacher may be assigned on a rotating basis with some compensatory time off being arranged with the assigned teacher.
- Section 5. The High School Principal and Association President shall establish a committee and prepare a report identifying solutions for securing time necessary to meet standards for advanced courses and lab classes. Such solutions may involve class periods before or after the regular school day. Should the bargaining unit member volunteer to teach a class period before or after the regular school day, and the adjusted work day does not exceed seven (7) hours and fifteen (15) minutes, the no earlier or later provisions of Section 1 of this article shall not apply.

ARTICLE 36

DISCIPLINE PROCEDURE

- Section 1. No teacher shall be criticized, reprimanded, or disciplined in the presence of anyone except administrative or supervisory personnel.
- Section 2. When an administrator or supervisor meets with a teacher for a disciplinary conference the teacher shall have the opportunity to be accompanied by a representative of his/her choice. The focus of this meeting shall be to investigate the situation, identify any unacceptable behavior and delineate corrective action(s) needed.
- Section 3. The Administration/Board shall make all reasonable effort to avoid any form of public and/or personal embarrassment of the teacher.
- Section 4. No employee shall be disciplined or non-renewed without just cause and compliance with applicable provisions of this contract.

Section 5. Bargaining unit members who violate the written rules, policies and regulations set forth by the Board of Education and the administration may be subject to progressive discipline. The purpose of this progressive discipline is to secure, at the lowest possible level solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner. Progressive discipline shall be for just cause and not implemented in an arbitrary and capricious manner.

A. Verbal Warning

Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.

B. Written Reprimand

Within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand.

Suspension

The Superintendent may suspend an employee without pay for up to three (3) work days.

In the case of suspension without pay, the Superintendent will provide a Loudermill letter detailing the reason(s) for the discipline to the employee prior to suspension. After the Loudermill meeting, if the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

If requested in writing within three (3) work days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

Fringe benefits shall remain in effect during the time of any suspension.

If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the Association. When circumstances require, nothing herein shall preclude the Superintendent from suspending a Bargaining Unit member with pay.

Section 6. Informal Discussions

This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as employee discipline. All verbal discussions will be considered informal, unless it is a verbal warning following the procedures of section 5 A. of this article.

ARTICLE 37

CLASS SIZE

Section 1. An advisory committee will be formed, composed of administrators and teachers to study class size.

Section 2. After a thorough study, this committee will present its findings along with recommendations to the Board of Education for its consideration. If accepted by the Board of Education in total or part, these recommendations, hopefully, could provide direction for future planning in this area.

Section 3. The above does not preclude that other programs or goals may receive higher priorities. The Board of Education maintains the vested responsibility to implement or reduce programs as space, facilities, finances, and state regulations dictate.

Section 4. This committee will be advisory in nature only.

Section 5. As to class size, the Board of Education shall follow the student-teacher ratio mandated by the State Department of Education.

ARTICLE 38

PROFESSIONAL IMPROVEMENT

Section 1. The KLEA, the Board, and the Administration of the Keystone Local School District recognize the value of continued education by members of the teaching staff. The parties mutually agree that the learning process and the quality of education will be substantially enhanced when members of the staff acquire additional expertise in their teaching fields and when they have familiarized themselves with the most up-to-date teaching techniques.

Section 2. All certificated employees of the school district shall be eligible for tuition reimbursement subject to the following conditions:

- A. The teacher shall have at least one (1) year of professional service in the Keystone Local School District.
- B. The course work shall have the prior approval of the Superintendent.
- C. Reimbursement may be for graduate or undergraduate courses which are directly related to the teacher's teaching assignment and/or other certification areas of the individual's teaching certificate and for other course work specifically approved by the Superintendent.
- D. The teacher must receive a grade of "B-" or better and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.
- E. To be eligible to receive payment for courses taken in the spring or during the summer, the teacher must teach in Keystone Local Schools the year following receiving course credit or must have been granted a leave of absence or have been RIF'ed or non-renewed.
- F. The maximum number of quarter hours per teacher to be included under this policy shall be eighteen (18) completed quarter hours or twelve (12) completed semester hours from July 1 to June 30 of any school year.
- G. Tuition reimbursement under this Article shall be made during two (2) pay periods per year. The amount of money available for each pay period shall be divided equally between the two pay periods.

For teachers completing approved coursework between the time period of July 1 and December 31 in the year tuition reimbursement is being requested, payment shall be made the second pay period in March. For teachers completing approved coursework between the time period of January 1 and June 30 in the year tuition reimbursement is being requested, payment shall be made the second pay period in September. Any funds remaining after the teachers have received tuition reimbursement from the September pay period shall automatically rollover to the March tuition reimbursement pay period.

Only approved applications accompanied with all required documentation submitted at least 15 work days prior to the payment date for each pay period shall be processed for payment. Requests that fail to provide materials before the 15 day submission date shall be processed during the next reimbursement pay period (i.e. March or September).

The maximum amount that may be reimbursed is limited under this Article to the number of hours stated; the hourly rates listed; and the limit of the fund. The maximum amount reimbursed to each teacher may be less than the amounts and hours stated herein because of the number of teachers completing coursework.

- Section 3. The Board of Education will reimburse a certificated employee for tuition costs for graduate or undergraduate courses at a maximum rate of \$175 per semester hour or proportionate share and a maximum rate of \$125 per quarter hour, or proportionate share, less if actual cost, upon proof of successful completion of each course and submission of a transcript or record of same. The amount of money available for this purpose shall not exceed \$25,000. (See Appendix D).
- Section 4. The KLEA treasurer may request a statement of the account activity and account balance at the end of each payment window.

ARTICLE 39

FAIR SHARE FEE

- Section 1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Keystone Local Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- Section 2. Notice of the amount of the annual and/or pro-rata 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. The Board agrees to transmit all amounts deducted to the Association.
- Section 3. Payroll deduction of such fair share fees shall commence with the first payroll on or after January 15 of each school year.
- Section 4. 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.
- Section 5. 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.

- Section 6. The Association represents to the Board that an internal rebate procedure has been established, 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.
- Section 7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- Section 8. The Association shall indemnify the Board for any cost, expense, or other liability that an employer might incur as a result of the implementation and enforcement of these provisions.
- Section 9. The employer is required to give the KLEA/OEA ten (10) days written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.
- Section 10. The KLEA/OEA, at its cost, has the right to designate counsel to represent and defend the employer.
- The employer agrees to:
- A. give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceedings;
 - B. permit the affiliate or its affiliated organizations to intervene as a party if it so desires; and/or
 - C. to not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in the action.
- Section 11. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision, provided however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

ARTICLE 40

ADMINISTRATION/ASSOCIATION LIAISON COMMITTEE

- Section 1. There shall be an AALC consisting of the Superintendent or his/her designee, the KLEA President, and up to four (4) others. Two (2) to be selected by the Superintendent and two (2) to be selected by the KLEA President.
- Section 2. The AALC shall meet on an as needed basis as determined by the Superintendent or his/her designee or the KLEA President provided, however, the committee shall meet a maximum of once per month unless otherwise agreed to by the Superintendent or his/her designee.
- Section 3. This provision shall in no way be deemed to limit or affect the management rights of the Superintendent, nor shall the meeting consist of discussion regarding issue(s) that are the subject matter of a filed grievance.
- Section 4. The Board and Association shall establish an Administration/Association Liaison Committee at each building that will meet not more than once each month when school is in session. The committee shall be composed of the building principal and up to six (6) members appointed by KLEA from the building. The names of the committee representatives shall be submitted to the building principal prior to the first meeting. The purpose of this committee is to solve building problems, not individual problems.

ARTICLE 41

TEACHING LOAD

- Section 1. Efforts will be made to provide balanced and equitable teacher/student contact time for teachers.
- Section 2. Issues involving Special Education shall be brought by the teacher to the building principal.
- Section 3. A teacher who serves as the Teacher of Record ("TOR") for credit flexibility course instruction shall be compensated at the tutor rate of pay. The High School Principal and TOR shall attempt to mutually agree upon the maximum number of hours that the teacher is authorized to work in his/her capacity as TOR. If the High School Principal and teacher cannot come to an agreement as to the maximum number of hours that the teacher is authorized to work in his/her capacity as TOR, the teacher will not serve as TOR. TORs will not be compensated for any hours in excess of the maximum number of hours mutually agreed upon unless the High School Principal expressly authorizes, in writing, hours in addition to the mutually agreed upon hours. No bargaining unit member shall be required to serve as a TOR.

ARTICLE 42

SPECIAL EDUCATION PROVISIONS

- Section 1. The Board of Education and its employees will comply with all rules and regulations related to the identification and education of students with disabilities.
- Section 2. No employee shall be required to participate in IEP meetings lasting more than thirty (30) minutes beyond hours of scheduled employment without being eligible for additional compensation.
- A. Additional compensation for bargaining unit members shall be based on the currently specified tutor rate paid in quarter hour increments. (see Appendix "C" for current tutor rate)
 - B. Employees qualifying for this compensation must complete a time sheet and have the time sheet approved by the administrator attending the IEP conference.
- Section 3. Bargaining unit members primarily responsible for writing IEP's for ten (10) or more students shall be entitled to request and be granted one (1) professional leave day for IEP development.
- Section 4. Bargaining unit members primarily responsible for completing alternate assessments shall be entitled to request and be granted one (1) professional leave day for this activity.

ARTICLE 43

JOB SHARING

- Section 1. Teachers may request a job-sharing assignment to share one (1) full-time teaching position. Such requests shall be subject to approval of the Superintendent.
- Section 2. Job-sharing arrangements shall be approved for up to two (2) years only and no subsequent requests shall be made.

- Section 3. Teachers interested in a job-sharing assignment must submit a written request to the Superintendent by March 15. The written request shall include a plan describing teaching techniques, methods and grading practices of the proposed partners, and how such techniques, methods and grading practices will be implemented to ensure compatibility, consistency and continuity of instruction and specifying the manner in which the position will be split which must be grade-specific. Each teacher shall be subject to the OTES evaluation procedure. The plan shall include the percentage of the Student Growth Measure score for each individual teacher which shall be based upon the contact time with the students.
- Section 4. Applications for job-sharing assignments shall be approved or rejected by the Superintendent by April 1. The decision of the Superintendent to approve or reject an application is not subject to the grievance procedure.
- Section 5. The salary and benefits of job-sharing partners will be allocated on a basis proportionate to their sharing of responsibilities.
- Section 6. Job-sharing partners will be given priority for the opportunity to serve as a substitute for their absent partner at the substitute rate.
- Section 7. The seniority accumulation of job-sharing partners will be prorated on a basis proportionate to their job-sharing responsibilities.

ARTICLE 44

DURATION CLAUSE

- Section 1. This contract is for a two (2) year period of time.
- Section 2. This contract contains the full and complete understanding between the parties and neither side shall be obligated to negotiate on any item, unless changes in the Ohio Revised Code or other laws change any working conditions for the life of the agreement. The Board must adhere to 4117 O.R.C.
- Section 3. This agreement becomes effective July 1, 2014 and shall expire on June 30, 2016.

Section 4. Wherefore, the Keystone Local Board of Education and the Keystone Local Education Association join in establishing this agreement the ____ day of _____, 2014.

KEYSTONE LOCAL
BOARD OF EDUCATION

Ronald M. Sheldon
President

Susan C Bement
Treasurer

[Signature]
Superintendent

KEYSTONE LOCAL
EDUCATION ASSOCIATION

Jennifer L. Wooten
President

Justin M. Costanzo
Negotiator

Kumbuly A. Sturgill
Negotiator

[Signature]
Negotiator

CERTIFICATE OF AVAILABLE RESOURCES
(Fiscal Certificate – O.R.C. 5705.412)

Contract/Vendor Name: KLEA Negotiated Agreement

Contract Amount: As listed within agreement

Allocation by Year: as stated within

Other Information: July 1, 2014 – June 30, 2016

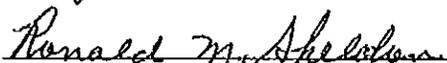
It is hereby certified that the KEYSTONE LOCAL SCHOOL DISTRICT, BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of the certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditures is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: September 3, 2014

Keystone School District Board of Education

By: 
Treasurer/CFO

By: 
Superintendent

By: 
President, Board of Education

APPENDICES

- A-1 GRIEVANCE FILING FORM
- A-2 GRIEVANCE DECISION FORM
- B-1 EVALUATION FORMS
- C-1 - C-2 SALARY SCHEDULES
- D-1 - D-2 TUITION APPROVAL/
REIMBURSEMENT FORM

GRIEVANCE FILING FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Alleged Grievance Occurred _____

Date of Formal Hearing _____

Person or Persons to Whom Alleged Grievance is Directed _____

Statement of Alleged Grievance:

Action Requested:

Have you discussed this with your immediate supervisor?

Yes No

Grievant

GRIEVANCE DECISION FORM

LEVEL ONE (Formal) Decision _____

Date _____ Signature _____

Administrative Representative

Signature _____
Aggrieved

LEVEL TWO (Formal) Decision _____

Date _____ Signature _____

Administrative Representative

Signature _____
Aggrieved

LEVEL THREE (Formal) Decision _____

Date _____ Signature _____

Administrative Representative

Signature _____
Aggrieved

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

*Signature of the aggrieved indicates only receipt and not necessarily agreement with the Decision

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Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Evaluator Summary Comments: _____

Recommendations for Focus of Informal Observations: _____

Evaluator Signature: _____

Photocopy to Teacher

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Appendix C

2014-2015 & 2015-2016 SALARY SCHEDULE

STEP	BA	BA+15	MA	MA+15	MA+30
0	34,774	36,130	38,251	39,990	41,729
	1.000	1.039	1.100	1.150	1.200
1	36,304	37,730	39,990	41,729	43,468
	1.044	1.085	1.150	1.200	1.250
2	37,834	39,329	41,729	43,468	45,206
	1.088	1.131	1.200	1.250	1.300
3	39,364	40,929	43,468	45,206	46,945
	1.132	1.177	1.250	1.300	1.350
4	40,894	42,529	45,206	46,945	48,684
	1.176	1.223	1.300	1.350	1.400
5	42,424	44,128	46,945	48,684	50,422
	1.220	1.269	1.350	1.400	1.450
6	43,989	45,763	48,684	50,422	52,161
	1.265	1.316	1.400	1.450	1.500
7	45,554	47,397	50,422	52,161	53,900
	1.310	1.363	1.450	1.500	1.550
8	47,119	49,031	52,161	53,900	55,638
	1.355	1.410	1.500	1.550	1.600
9	48,684	50,666	53,900	55,638	57,725
	1.400	1.457	1.550	1.600	1.660
10	50,248	52,300	55,638	57,725	59,811
	1.445	1.504	1.600	1.660	1.720
11	51,987	54,108	57,725	59,811	61,898
	1.495	1.556	1.660	1.720	1.780
12	53,726	55,917	59,811	61,898	64,680
	1.545	1.608	1.720	1.780	1.860
13	55,465	57,725	61,898	64,680	66,766
	1.595	1.660	1.780	1.860	1.920
14	58,246	60,542	64,680	66,766	68,853
	1.675	1.741	1.860	1.920	1.980
18	59,637	61,932	66,071	68,157	70,243
	1.715	1.781	1.900	1.960	2.020
20	61,028	63,323	67,462	69,548	71,634
	1.755	1.821	1.940	2.000	2.060
25	64,506	66,801	70,939	73,025	75,112
	1.855	1.921	2.040	2.100	2.160

In addition – a 2.6% of base, \$904, longevity stipend each year beyond step 20, except for step 25. A lump sum payment will be made in the first pay of each new year.

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TUITION APPROVAL/REIMBURSEMENT FORM

(See Negotiated Agreement for further information.)

SECTION I — TUITION APPROVAL/DISAPPROVAL

EMPLOYEE NAME _____

SCHOOL _____ DATE SUBMITTED _____

DO YOU HAVE AT LEAST ONE (1) YEAR OF PROFESSIONAL SERVICE IN THE
KEYSTONE DISTRICT? YES NO

DATE CLASS STARTS _____

COLLEGE/UNIVERSITY _____

COURSE # AND TITLE _____

(Please complete separate form for each course title.)

SEMESTER HOURS _____ COST PER HOUR _____

QUARTER HOURS _____

PLEASE CHECK ONE:

- NON-TAXABLE -- UNDERGRADUATE HOURS
- NON-TAXABLE — COURSE WORK TAKEN FOR RECERTIFICATION/LICENSURE
- TAXABLE — COURSE WORK NOT TAKEN FOR RECERTIFICATION/LICENSURE

APPROVED _____

DENIED _____ REASON _____

Office Use Only
Cumulative Hours Approved:
Semester Hours _____ (12 max)
Quarter Hours _____ (18 max)

Superintendent

Date

Please use the back of this form for
reimbursement when course work is
complete.

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