

MASTER CONTRACT

KINGS EDUCATION ASSOCIATION

and the

KINGS LOCAL SCHOOL DISTRICT

JULY 1, 2023 THROUGH JUNE 30, 2026

IMPORTANT DATES/DEADLINES

SEPTEMBER 15	KEA/OEA membership forms due to treasurer's office for dues deductions
SEPTEMBER 30	Transcripts due in superintendent's office for horizontal movement on salary schedule
SEPTEMBER 30	College reimbursement paperwork submitted to the superintendent's office for reimbursement eligibility
OCTOBER	KEA/OEA dues deductions begin
OCTOBER 1 – 31	Written notice to treasurer's office for changes in annuities
OCTOBER 1	Written notice to superintendent of eligibility for tenure/continuing contract
NOVEMBER 1	Written notice of retirement at end of the school year to receive \$1000 check for early notification
NOVEMBER	Supplemental contract payment issued: ½ pay for year-round supplemental contracts; pay for completed seasonal sport/activity
JANUARY	Deductions for fair share fee begins in second paycheck of month
FEBRUARY	Supplemental contract payment issued for completed seasonal sport/activity
MARCH 1	Job Sharing proposals submitted to principal
APRIL 1 – 30	Written notice to treasurer's office for changes in annuities
MAY	Supplemental contract payment issued: ½ pay for year-round supplemental contracts; pay for completed seasonal sport/activity
MAY 10	Receipt of written notice from superintendent of intention to nonrenew limited contract
JUNE 1	Receipt of written notice and reasons for nonrenewal of limited contract
JULY 1	Deadline for notification to treasurer if unused personal day should rollover to next year
JULY 10	Final Day for notifying Board of resignation. Resignation notices submitted after July 10 th will be approved at Board's discretion
JULY 15	Written notice to KEA for Reduction in Force
JULY 31	Deadline for notification of teaching assignment

**EVALUATION PROCEDURE
(NON-OTES)**

DECEMBER	First set of observations/evaluation completed by the last day before winter break – Phase I
MARCH 31	Second set of observations/evaluation completed – Phase I
MAY 15	Completion of Phase II and III evaluation documents

**EVALUATION PROCEDURE
(OTES MODEL)**

SEPTEMBER 15	Teachers notified of evaluator for year Accomplished teachers notify administrators of their choice of evaluator
SEPTEMBER 15	Professional Improvement Plans completed
SEPTEMBER 15	Professional Growth Plans completed
DECEMBER	First post-observation conference completed by last day before Winter Break
MAY 1	Second post-observation conference due Third post-observation conference due if needed
MAY 10	Copy of final evaluation report received by teacher

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SECTION I - GOVERNING PROVISIONS

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ARTICLE 1 — RECOGNITION

A. Recognition

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

Recognition of the union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of the Ohio Revised Code 4117.05 and 4117.07.

B. Management Rights

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

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

C. Complete Agreement

This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties.

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

D. Definitions

1. Bargaining Unit — The bargaining unit covered by this contract is defined as all certificated/licensed personnel employed by the Board on a regular basis, either full- or part-time, excluding the superintendent of schools, assistant superintendents, administrative assistants, principals, assistant principals, supervisors, and all others for whom certification in supervision or administration is required as a condition of employment; substitute teachers, teacher's aides, tutors and all other employees of the Board. However, a tutor will not be employed to replace a current certified/licensed teacher position.

Association membership is annual with the membership year being September 1st through August 31st. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the member cancels their membership.

Any member who wishes to cancel their membership must notify the treasurer of the Association in writing between August 1st and August 31st. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for the remaining dues and assessments of the current membership year pursuant to Article 4, Section N of this agreement and by such cancellation acknowledges that they are forgoing any rights specifically reserved to members of the Association.

2. Days — Refers to working days, unless otherwise indicated. During the summer, days shall be calendar days, Monday through Friday excluding any holiday.
3. Any teacher employed for less than the periods of time described in Articles 12 and 13 shall receive all salary and benefits on a pro-rated basis.
4. Teacher — As referred to in this agreement shall mean a member of the bargaining unit.
5. Seniority
 - a. The number of continuous years of service with the Board under a regular teacher's contract, commencing with the most recent date of employment. A teacher assuming an administrative position with the Board shall retain his/her seniority while a member of the bargaining unit, but such time as an administrator

shall not count as years towards seniority.

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

ARTICLE 2 — PROFESSIONAL NEGOTIATION PROCEDURES

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

The initiating party shall include the following:

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

The receiving party shall respond and include the following:

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

B. Professional Negotiations Meeting:

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

C. Negotiation Teams

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

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

4. While no final agreement shall be executed without ratification by the Association and

adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

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

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

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

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

- I. Impasse

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

J. Reopener Provisions

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

K. Provisions Contrary to Law

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

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

ARTICLE 3 — GRIEVANCE PROCEDURE

A. Definitions/General Provisions

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

8. It is the sole right of the Association, not the grievant, to determine whether a grievance has the ability to proceed to arbitration as established in Section B of this Article.

B. Grievance Procedure

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

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

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

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

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

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

Step Four: If the action taken by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the grievant, the Association may notify the Board of his/her intent to submit to arbitration. The notice of the appeal shall be sent to the superintendent or his/her designee and a copy filed with the Board treasurer. Failure to file such appeal within seven (7) days from receipt of the written response at Step 3 shall be deemed a waiver of the right to appeal.

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

arbitration proceedings. Each party will be responsible for the fees and expenses of its representatives.

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

ARTICLE 4 — ASSOCIATION RIGHTS

Recognition of the Association as the bargaining agent shall entitle the Association to certain sole and exclusive rights:

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

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

- D. Upon request, the Association will be provided a copy of all regularly-prepared public records for distribution in accordance with Section 149.43 of the Ohio Revised Code.
- E. The Association will be given notice of meetings in accordance with Section 121.22 of the Ohio Revised Code. A copy of the official agenda of the meeting will be given to the Association president as soon as feasible prior to said meeting. A copy of the approved minutes of any meeting of the Board will be provided to the Association president.
- F. Upon request and if available, the Association will be able to use school buildings without cost at reasonable times for meetings.
- G. There will be one bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material. No campaign literature or recommendations for any candidate or issue shall be posted on such bulletin board(s). This exception shall not refer to Association elections.

- H. The Association will have the right to use the inter-school mail and e-mail system to distribute material, provided a copy of the material is given to the principal, superintendent, assistant superintendent, and treasurer simultaneously with the placement in the teacher's mailboxes or sending of the e-mail. No campaign literature or recommendations for any candidate or issue shall be distributed through the inter-school mail and/or e-mail system. This exception shall not refer to Association elections.
- I. The Board agrees to deduct from the salaries of the teachers, dues for the Association; to transmit the monies promptly to the Association treasurer. A teacher desiring dues deduction shall request same in writing and submit a payroll deduction authorization to the treasurer by September 15 of each school year. The deductions will be made in at least eight equal installments beginning October of the school year.
- J. The present space, or equivalent space, will be provided the Association for storage and work area.
- K. The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later than September 30 of each school year and within twenty (20) days of any change in information:
- Name
 - Home address
 - All phone numbers provided to the District
 - Work site
 - Grade level and/or assignment
 - Date of hire
 - Seniority date
 - Full time equivalent (FTE) status
 - Employment Status (e.g. limited contract, continuing contract)
 - Type of credential (e.g. provisional, professional, permanent)
 - An indication of whether the bargaining unit member is participating in payroll deduction of association dues.
- L. The president and/or designee of the Association shall be granted up to five (5) days released time per year in whole or half days. The president shall notify the principal, in advance, so that arrangements can be made. The Association shall reimburse the district all of substitute costs incurred for this purpose.
- M. A teacher who is engaged during the school day or on behalf of the Association in negotiations, mediation, bargaining grievances or arbitration with any representative of the Board or to serve as a state or national officer shall be released from regular duty without loss of scheduled salary or charged against any other leave granted by this agreement.

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

N. PAYROLL DEDUCTION OF DUES

The employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the employer is notified by the Association to cease deductions.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and until the final pay period in May. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues, fees and assessments on a schedule determined by the Association treasurer.

OEA-Fund for Children and Public Education (FCPE) deductions shall be made in twenty-four (24) equal pays.

All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the collection via check or electronic transfer to an account designated by the Association. Accompanying each check or deposit notification will be a complete listing of the names of the members for which payroll deduction was made.

In the event an employee severs employment, the district treasurer shall deduct all owed and remaining dues from the employee's next check, immediately following such notification.

O. FAIR SHARE FEE

The Association and the Board agree to cease the collection of fair share fees as outlined in this Section pursuant to the ruling by the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees (AFSCME), Council 31.

In the event of a ruling by the U.S. Supreme Court or other constitutional means reversing the decision in the Janus v. AFSCME case, the Association and the Board agree that the language outlined in this section shall be made immediately enforceable.

1. PAYROLL DEDUCTION OF FAIR SHARE FEE - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the terms of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit

all amounts deducted to the Association.

3. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

- a. ALL FAIR SHARE PAYERS - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made in bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.
- b. UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR
The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- c. TRANSMITTAL OF DEDUCTIONS - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4. REBATE PROCEDURE

- a. PROCEDURE FOR REBATE - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- b. ENTITLEMENT TO REBATE - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association

or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

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

P. TEACHER PROFESSIONAL ORGANIZATION

For the purposes of this Section the Association shall be considered a Teacher Professional Organization (TPO) under STRS rules and regulations.

By May 1st of each year the Association/TPO treasurer shall provide the District treasurer a list of executive committee members and the amount of compensation each individual should receive as compensation for the services he/she provides in his/her role in the Association during the school year.

The Board shall issue payment, in accordance with the STRS rules and regulations, the last non-payroll Friday in May when supplemental contracts are issued.

The Association/TPO shall reimburse the Board for the payment which shall include the salary, STRS contributions paid on each member's behalf and any other expenses related to salary.

ARTICLE 5 — TEACHER-ADMINISTRATIVE LIAISON COMMITTEE

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

The committee shall meet monthly unless altered by mutual consent.

ARTICLE 6 — ASSOCIATION-ADMINISTRATIVE LIAISON COMMITTEE

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

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

The committee shall meet monthly unless altered by mutual consent.

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

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ARTICLE 7 — LIMITED CONTRACTS

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

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

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

C. In September of each school year a notice shall be provided to teachers informing teachers that a written application must be received by October 1 if the teacher becomes eligible for continuing contract status during the school year. Such application shall be submitted to the superintendent. Failure to notify the superintendent in writing may result in the issuance of an extended limited contract rather than a continuing contract in May. The provisions of this specific Article 7 (C) shall supersede the procedures for issuing an extended limited contract as provided in ORC 3319.11. A teacher applying for a continuing contract as stated above will be placed on an evaluation cycle under the evaluation procedure regardless of whether or not the teacher will have otherwise been required to be evaluated in that school year.

D. A member who is eligible for a continuing contract may be issued an extended limited contract for a one for two-year duration. Said member must be provided written reasons, directed at professional improvement (based on their evaluation) on or before the first day of June. This subsection shall replace and supersede the provisions of Ohio Revised Code 3319.11 with regard to employment under an extended limited contract.

E. The provisions of this Article related to the notification requirements prior to the issuance of a continuing contract shall supersede and replace, where applicable, Ohio Revised Code 3319.08 and 3319.11.

ARTICLE 8 — FAIR DISMISSAL

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

B. A teacher so notified by the building principal and/or superintendent of such intent not to recommend for reemployment in the district shall be granted, upon written request, an opportunity for a conference with the superintendent regarding the reasons for the recommendation not to reemploy. Upon request, the superintendent will provide the written

reasons for considering the nonrenewal of the teacher. The principal shall be present at such conference upon request of the teacher or superintendent. The teacher may be accompanied by a representative of the Association as a witness at such conference.

- C. Upon request, a teacher shall be granted a review by the Board prior to the time action is taken upon the superintendent's recommendation of nonrenewal. Such review shall be in executive session and at this review the teacher shall be granted an opportunity to show cause why his/her contract should be renewed. The teacher may be accompanied by his/her representative. The Board shall provide the teacher with written reasons for nonrenewal by June 1.
- D. Requests for conference/hearing as specified in paragraphs B and C above shall be made, in writing, to the superintendent no later than five (5) days following receipt of the notification as provided in paragraph A.
- E. If the Board overrules the recommendation of the superintendent for renewal, written reasons must be given for the nonrenewal by the Board by June 1.
- F. It is agreed that this nonrenewal procedure shall supersede and replace the hearing procedures set forth in 3319.11 of the Ohio Revised Code.

ARTICLE 9 — REDUCTION IN FORCE

A. PROCEDURE

- 1. If staff reductions are necessary due to the following reasons, then reduction by attrition will be used to the extent possible.
 - a. Declining enrollment
 - b. Return of regular teacher from a leave of absence
 - c. Suspension of schools
 - d. Territorial changes affecting the district
 - e. Financial reasons
 - f. Curriculum changes
- 2. If further reductions are necessary, the following procedure will be utilized:
 - A. Teachers on limited contracts shall be suspended in accordance with seniority within the teaching certification area affected with the rating for teaching performance on evaluations as follows:
 - a. The first category of limited contracts to be suspended shall be those teachers whose evaluation in the preceding school year had a rating of ineffective in his/her performance;
 - b. The second category of limited contracts to be suspended shall be those teachers whose evaluation in the preceding school year had a rating of developing in his/her performance;

- c. The third category of limited contracts to be suspended shall be those teachers whose evaluation in the preceding school year had a rating of either skilled or accomplished in his/her performance.
 - B. If it becomes necessary to reduce further after limited contracts have been suspended, the teachers on continuing contract shall be reduced in accordance with seniority within the teaching certification area affected. For the purpose of a reduction in force, evaluations for teachers with a continuing contract shall be deemed comparable.
 3. During the implementation of RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior teacher to be laid off before a less senior teacher or will block a teacher from exercising his/her displacement rights.
 4. Displacement rights for those teachers whose contracts are suspended shall be exercised within the respective contract status with no teacher holding a limited contract exercising displacement over a teacher with a continuing contract. Displacement shall be limited to areas of the teacher's certification. When exercising displacement rights, the teacher shall only be able to displace the least senior teacher in his/her area of certification/license.
- B. The superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected teachers by July 15 of any year.

Such notification to the Association shall include:

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

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

C. RECALL PROCEDURES AND RIGHTS

1. Teachers whose contracts have been suspended shall be recalled in reverse order of layoff on the following basis:
 - a. Teachers having continuing contracts, by seniority.
 - b. Teachers having limited contracts, by seniority and evaluation comparability.
2. A teacher whose continuing contract is suspended will have the right to restoration of continuing contract status if and when a teaching position for which he/she is certified becomes available.
3. A teacher whose limited contract is suspended shall be placed on a recall list for reemployment for two years. If a vacancy occurs in such a teacher's area of certification, he/she will be offered the vacancy before outside applicants are considered.
4. It is the responsibility of the teacher to update any change(s) in certification as any such

change(s) occur.

5. If a teacher refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.
 6. The Board has fulfilled its responsibility herein by sending a notice of a vacancy to a teacher on the list by certified mail to the last address left with the Board by the teacher. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing the notice shall constitute refusal of the vacancy.
 7. Teachers shall be able to maintain their insurance benefits during the time on the recall list provided the teacher pays the full cost of such insurance coverage to the Board's treasurer monthly, in advance.
 8. No transfer, reassignment or reclassification shall be made during a period of RIF that prevents the recall of a teacher on layoff status.
- D. This reduction in force provision shall supersede and replace in its entirety any and all provisions of the Ohio Revised Code related to the reduction in force of teaching staff to include, but not limited to, Ohio Revised Code 3319.17.

ARTICLE 10 — EVALUATION

This article serves as a placeholder for the evaluation process. Due to the ongoing transitions and changes from the state level/legislation with OTES 2.0 and OSCES, the parties have elected to contain the evaluation process as a Memorandum of Understanding (ATTACHMENT J) at the end of the contract.

Once the parties feel confident that the evaluation process as required by the state is secure, the process shall be contained within this Article 10.

ARTICLE 11 — NOTIFICATION OF VACANCIES AND TRANSFERS

A. Vacancies and Postings

1. Vacancy – is an open certified position which results from a transfer, resignation, retirement, death, nonrenewal, termination or the creation of a new position.
2. Vacancies shall be posted for five (5) calendar days.
3. Vacancies shall be posted on the district web page and internal e-mail system.
4. Vacancies that are filled by an outside applicant after August 1 may be filled by a teacher with a one (1) year limited contract that will automatically expire at the end of the school year and shall not require a notice of nonrenewal and/or the completion of evaluations.

5. Vacancies occurring during the school year shall be filled by a temporary employee for the remainder of the school year and shall be posted as a vacancy at the end of the school year.
6. The Association president shall be provided an e-mail of all certified/licensed postings.
7. Teachers shall be notified by email of any administrative positions that may be posted.

B. Voluntary Transfers

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

C. Involuntary Transfers

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

may be transferred to a position for which he/she is not highly qualified as a result of a reduction in force under Article 9 of this agreement.

D. Opening of New Buildings or Reorganization of Existing Buildings

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

ARTICLE 12 — SCHOOL CALENDAR

A. Effective for the duration of this agreement, the school calendar shall consist of a maximum of one hundred eighty-five (185) days. Five (5) days shall be scheduled as follows:

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

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

One (1) workday between semesters to be used for completing reports, grading and recording results and working in the classrooms.

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

One (1) in-service day held on the November election day, if necessary.

In addition to the in-service days specified above, the one hundred eighty-five (185) day school calendar will also include three (3) full in-service days.

B. The teachers shall have the opportunity to submit suggestions for school calendars to the superintendent. The calendars shall be established eighteen (18) months in advance.

C. Teachers are required to attend the building's orientation/open house. In buildings where a separate open house and orientation are scheduled, the teachers shall be required to attend both the open house and orientation and shall be paid in the amount of sixty (\$60.00) dollars per open house attendance.

D. Each school nurse will work before the start of the school year to complete the necessary responsibilities to ensure the health and safety of students for a total of two (2) days. This time will be considered the comp days that are provided to other teachers who extend their normal work day to attend parent-teacher conferences. The school nurse will not be required to attend parent-teacher conferences.

This provision does not replace any extended time offered to a school nurse. A nurse granted extended time will also have the opportunity to utilize the provisions stated above.

ARTICLE 13 — LENGTH OF WORK DAY

- A. The length of the workday shall be seven and one-half (7-1/2) hours, which includes a minimum of thirty (30) minutes of uninterrupted duty-free lunch period. The exception is the length of the workday for the school nurse assigned to St. Margaret of York, which shall be a minimum of five (5) hours per day.
- B. A teacher's workday may exceed seven and one-half (7 ½) hours in length for staff meetings. Staff meetings shall typically be held in the morning before student arrival. However, there may be occasional circumstances when a staff meeting will be held that may exceed the seven and one-half (7 1/2) hours.
- C. A reasonable effort will be made to schedule required meetings and conferences during the school day of seven and one-half (7-1/2) hours. Parent-teacher conferences may be scheduled on a building-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in A. above. However, a comp day shall be provided within the calendar to accommodate the additional hours for the conferences.

A teacher assigned to multiple buildings shall work with the building principal(s) to determine attendance at conferences. However, the total number of hours for conferences in all assigned buildings will not exceed that of a teacher assigned to one single building.

D. IN-SERVICE PLANNING TEAM

The in-service team shall be co-chaired by the association president or designee and the superintendent or designee.

The association president shall appoint:

One (1) teacher from each of the pre-school through eighth grade buildings with consideration to balance grade levels and academic content.

Two (2) teachers from the high school with consideration to balance grade levels and academic content.

One (1) teacher from K-6 special area (Art, Music, PE)

One (1) teacher from 7-12 special area (Art, Music, PE)

One (1) teacher from K-3 Special Education

One (1) teacher from 4-8 Special Education

One (1) teacher from 9-12 Special Education

The superintendent shall appoint four (4) central office administrators and three (3) building principals.

Additionally, the association president/designee and superintendent/designee can mutually agree to add representatives to the committee as needed.

The role of the planning team is to discuss and provide input on the content/needs for the professional development and format for the in-service day(s). Included in such discussion shall be the structure and schedule for the in-service days so collaboration and time for implementation is provided.

ARTICLE 14 — TEACHING ASSIGNMENTS

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

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

- B. The high school and junior high principals will use the following guidelines in developing and assigning teachers to their teaching schedules:

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

- C. If the principal and teacher cannot agree on what constitutes an activity-type, nonactivity-type class or separate teacher preparation, the Minimum Standards for Ohio High Schools will apply.

ARTICLE 15 — PREPARATION PERIODS

A. Elementary

1. All elementary teachers shall have a minimum of two hundred (200) minutes per week for planning, with at least one (1) preparation period within the student day of not less than forty (40) continuous minutes.
2. A regular classroom teacher's daily preparation period may be when students are in art, music, physical education or library.

B. Junior High

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

C. High School

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

- D. In the event that a teacher agrees to accept the assignment of an additional class in lieu of his/her regularly scheduled preparation period for a semester or school year, he/she shall be compensated a fractional amount of his/her daily rate of pay, based upon the number of periods in the school day.
- E. Exception to the length of planning time/preparation period as defined in A, B, or C above may occur when the building's schedule requires adjustment for testing, assemblies, late arrivals, etc. In such cases, planning time/preparation periods may be provided but may not be for the specified duration as stated in A, B, or C.
- F. When the schedule for a special area teacher (Art, Music, Physical Education) particularly those who may travel between buildings, does not provide for the daily continuous minutes, arrangements will be made in consultation with the teacher for his/her planning time. However, under no circumstance shall the total amount of weekly planning be under two hundred (200) minutes for elementary teachers or less than the total length of a class period for the secondary teachers.

ARTICLE 16 — SUBSTITUTES

- A. The Board shall attempt to provide substitutes for all teachers. Each building will be responsible for establishing procedures for payment.
- B. A teacher agreeing to substitute for an absent teacher during his/her preparation period or whose special is cancelled resulting in a loss of planning time shall be paid thirty (\$30.00) dollars for each incident that he/she accepts such duty.
- C. Teachers assigned to cover students not normally assigned to him/her shall be paid the

full daily substitute rate for the day distributed evenly among those teachers.

ARTICLE 17 — PERSONNEL FILE

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

ARTICLE 18 — POLICY HANDBOOK

An electronic copy of the Board Policy Handbook shall be available in Board docs on the District website.

ARTICLE 19 — PARENTAL COMPLAINT

- A. If the principal or superintendent receives a complaint against a teacher that the administration intends to investigate, the principal shall notify the teacher of that fact within a reasonable period of time and allow the teacher to present his/her response to the complaint as part of the investigation. The teacher shall have the right to Kings Education Association representation.
- B. After investigating the matter, and if the principal believes there is validity to the complaint, he/she shall encourage the complaining party and the teacher to meet to resolve the matter. If either the complaining party or the teacher do not wish to meet, then the principal will take the action he/she deems appropriate as a result of the investigation. The teacher or the complaining party has the right to meet with the superintendent or his/her designee if he/she is not satisfied with the principal's disposition of the matter.

- C. Board members receiving complaints about teachers shall refer the complaining party to the superintendent. The superintendent shall direct the complaint to the building principal who shall follow the above procedure.
- D. After completion of the investigation, should the principal or superintendent determine that disciplinary action is necessary, the procedure set forth in Article 25 shall be followed.
- E. Written complaints will follow Article 17 - Personnel File.

ARTICLE 20— PARENTAL OBSERVATIONS

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

ARTICLE 21 — CURRICULUM

- A. A teacher asked to serve on a Curriculum Committee shall be provided release time or compensation to perform such responsibilities.
- B. Training on new curriculum, methodologies or initiatives shall be offered on multiple occasions. A teacher attending a training outside the normal school year shall be paid his/her daily rate of pay for all days in attendance if required, in writing, to attend.

ARTICLE 22 — SCHOOL CLOSING

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

ARTICLE 23 — DISPENSING MEDICATION

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

ARTICLE 24 –DISCIPLINE PROCEDURE

- A. Before a teacher receives any form of discipline the following process shall occur:
1. Arrangements shall be made for a discovery conference. The teacher shall be notified of the purpose of the conference and the right to bring a representative of his/her choice to the conference. The circumstances shall be explored with the teacher allowing for time to respond and provide explanation of the incident.
 2. Following the conference, the superintendent or designee may issue the following:
 - a. A written summation of the discovery conference to document the facts of the discussion to be hand delivered to the teacher. This summation is not disciplinary in nature and copies will be maintained by the teacher and the principal, and not placed in the teacher's personnel file.
 - b. A written reprimand which shall state the reason for the discipline. The teacher shall have the right to attach his/her rebuttal to the reprimand. A written reprimand shall be placed in the teacher's personnel file.
 - c. In situations of extreme gravity or repeated failure to adhere to Board policy and procedures and/or directives, the superintendent may issue a suspension without pay for up to five (5) days, following the discovery conference.
 - d. Once the investigation process is concluded, if the district finds no evidence to warrant discipline, they will have 10 school days to issue a letter stating those results. Additionally, if the district finds cause to issue discipline, they will have 10 days to issue those results as well.
- B. The discovery conference shall precede any discipline as stated above except in circumstances where removal from duties may be necessary. In such case, the teacher shall be placed on a paid administrative leave until such time that a conference can be held and appropriate discipline determined.
- C. Upon the recommendation of the superintendent, the Board may suspend a teacher without pay for a period exceeding five (5) days but not more than ten (10) days.
- D. A teacher may challenge any discipline through the grievance procedure.
- E. A reprimand and/or record of suspension shall be removed from the teacher's personnel file after three (3) years, provided no other similar occurrence has happened

SECTION III - LEAVES OF ABSENCE

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(THE LEAVE PROVISIONS OF THIS AGREEMENT (ARTICLES 25 THROUGH 31) SHALL BE UNIFORMLY APPLIED TO ALL MEMBERS.)

ARTICLE 25 — JURY DUTY

In the event a teacher is selected for jury duty, the Board shall pay the teacher's regular salary.

ARTICLE 26 — CHILD REARING LEAVE

The Board will grant a leave of absence to a teacher, without pay, for the purpose of rearing his/her own newly-born child or a newly-adopted child up to one (1) year after birth or adoption.

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

ARTICLE 27 — ASSAULT LEAVE

- A. A teacher who is physically injured as a result of a physical assault on him/her occurring while the teacher is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function and not caused by another employee of the district shall be entitled to assault leave.
- B. When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each school year.
- C. Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice whenever assault leave is taken. In such event, the Board shall pay the full cost of the examination.
- D. The superintendent may grant additional days in his/her sole discretion

ARTICLE 28 — PROFESSIONAL MEETING DAYS

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

ARTICLE 29 — PERSONAL LEAVE

- A. Teachers shall submit notice for use of personal leave on the electronic system at least seventy-two (72) hours prior to the day such leave is to be taken. When emergency situations arise making the seventy-two (72) hours advance compliance impossible, the teacher shall notify the principal of his/her absence and complete the electronic notice within three (3) days after date of absence.
- B. Three (3) unrestricted personal leave days shall be granted each year except 1) on days on which regularly scheduled district meetings have been called, except in unusual circumstances or emergency situations; and 2) or on the first or last day of the school year, except for unusual circumstances or emergencies. Exception days must have prior approval of the superintendent or designee.
- C. Teachers shall have the following options regarding unused personal days during the school year:
 - 1. Convert to sick leave by July 1 of each year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay; or
 - 2. Rollover to personal days for the following school year, to a maximum of five (5) days; or
 - 3. Receive substitute pay for up to two (2) days. This option shall be for the duration of the contract. The parties shall analyze whether or not it is feasible to continue this option for the subsequent contract.

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

- D. The superintendent may grant additional personal days if, in his/her opinion, it is warranted.
- E. No more than ten percent (10%) of those teachers assigned to a building shall be eligible for personal leave at one time.
- F. Personal leave days will be charged in increments of 1/2 day.
- G. Teachers employed after December 1 of the school year, shall be entitled to one (1) day

of personal leave during this year.

ARTICLE 30 — SABBATICAL LEAVE

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

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

ARTICLE 31 — SICK LEAVE

- A. The Ohio Revised Code grants a minimum of one and one-fourth (1-1/4) sick leave days per month. Teachers new to the district shall have available five (5) days any time during the first four (4) months; at the end of the fifth month and each month thereafter, one and one-fourth (1-1/4) additional days are earned. The cumulative total after being under continuous contract for twelve (12) months will be fifteen (15) days. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. A teacher may appeal to the Board in writing through the superintendent for special consideration for additional sick leave because of extreme hardship.

A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary. Birth mothers shall be granted credit for up to three additional days after the conclusion of the six or eight calendar weeks if sick leave falls at the beginning of the school year and the mother must set up her classroom, arrange transition time with the sub, etc. for her return. An additional two (2) days may be requested with approval from the assistant superintendent or designee.

A member may use sick leave for absence to aid in the recovery of their spouse or partner due to the delivery of their baby. The member may use sick leave during any of the ten (10) calendar days immediately following the day of the birth. Additional days may be granted due to unusual circumstances.

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

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

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

- C. Sick leave may be used for the adoption or foster placement of a child. However, verification from a physician will be required indicating the need for the teacher to attend to the child.
- D. Sick leave accumulation shall be three hundred (300) days.
- E. Sick leave may be used in full or 1/2 day increments. Upon mutual agreement with the building principal, sick leave may also be used in 1/4 day increments.
- F. In order to plan for the scheduling of a substitute, a teacher may be required to provide verification from a physician after the use of six (6) consecutive days of sick leave. Such verification does not require the reason for the use of sick leave or the diagnosis, but that the teacher is under physician care and the anticipated date that the teacher shall be able to return to work.

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

work shall also be discussed.

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

I. Sick Leave Bank

Effective with the start of the 2015-16 school year a Sick Leave Bank shall be initiated. The purpose of the bank is to loan additional days to a teacher who experiences a catastrophic injury, surgery or serious illness to him/herself, his/her spouse or person living in the household, or dependent child. The teacher must have exhausted all personal leave days, accumulated sick leave, advancement of sick leave and is not eligible for disability retirement under STRS.

1. Prior to October 1 of each school year, a new teacher, a teacher who has not previously contributed to the bank or a teacher cancelled his/her contribution, may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. Any teacher who has contributed to the sick bank since its creation will be considered a contributing member. Such days shall be placed in the Sick Leave Bank. Membership and subsequent deductions shall be continuous unless the teacher notifies the treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.
2. A teacher must be an active participant in order to be eligible to borrow sick leave days from the bank.
3. The maximum number of days that a teacher can borrow for one (1) illness is thirty (30) days.
4. The teacher shall pay back the days he/she borrows at the rate of fifty percent (50%) of his/her annual accumulated sick leave until the total number of borrowed days has been restored to the bank. No additional days may be granted until the days are paid back. In the event a teacher leaves the district (either as a result of termination, retirement, resignation, or other circumstance), before those days are paid back the value of those days shall be deducted from the teacher's final compensation from the District.
5. A teacher making a request of the use of days in the Sick Leave Bank must complete the application in Appendix L and submit to the treasurer's office. The treasurer will notify the Sick Leave Bank Committee that a request has been received.
6. The Sick Leave Bank Committee shall convene and review the application for approval or disapproval. The treasurer will forward the decision of the committee to the applicant. The decision of the Sick Leave Bank Committee shall be final and not subject for further review or subject to the grievance procedure.

The Sick Leave Bank Committee shall consist of two (2) representatives appointed by the Association president and two (2) representatives appointed by the Board. The committee shall oversee the functions of the Sick Leave Bank.

7. The number of days in the sick bank shall not exceed the number of members in the bargaining unit. However, the number of sick days in the bank as of July 1, 2020 shall not be reduced except for actual use of the sick days per this section. The only exception for accumulation of new days will be the addition of new member to the sick bank.

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ARTICLE 32 — TAX SHELTERED ANNUITIES

- A. The Board shall not be held responsible when implementing said deductions for any errors made by the teacher or insurance carrier.
- B. A teacher may add an annuity or make changes to current annuities anytime throughout the year.

ARTICLE 33 — TRANSPORTATION ALLOWANCE

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

ARTICLE 34 — SEVERANCE PAY

- A. A teacher employed by the Board may elect, at the time of retirement from active service under the State Teachers Retirement System, to be paid as follows:
 - 1. A teacher with a minimum of five (5) years and no more than eleven (11) years of service with the Board shall be paid for the value of his/her accrued but unused sick leave, but not to exceed one-fourth (1/4) of accumulated days not to exceed sixty-five (65) days of payment.
 - 2. A teacher with a minimum of twelve (12) years or more of service with the Board shall be paid for the value of his/her accrued but unused sick leave, but not to exceed one-third (1/3) of accumulated days not to exceed ninety-two(92) days of payment.
- B. Retirement is defined as disability or service retirement under any state or municipal retirement system in the State of Ohio.
- C. Payment shall be made to the teacher as follows:
 - 1. Payment shall be made no later than thirty (30) days after the effective date of retirement.
- D. In the event of death of a teacher prior to the receipt of all of his/her retirement pay (severance), the balance due shall be paid to the beneficiary of the teacher.

ARTICLE 35 — EARLY NOTIFICATION RETIREMENT BONUS

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

ARTICLE 36 — CURRICULUM PAY RATE

Unless otherwise specified in within a specific provision, the hourly curriculum rate shall be thirty (\$30.00) dollars.

ARTICLE 37 — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

Teachers shall continue to receive CEU credit for participation in any activity that qualifies in accordance with the LPDC rules and regulations.

ARTICLE 38 — STRS PICK-UP

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

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

ARTICLE 39 — LIFE INSURANCE

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

ARTICLE 40 — DENTAL INSURANCE

- A. The Board will provide the MetLife PDP Plus Dental Plan, or its equivalent, through the term of this master contract.
- B. Insurance information — The carrier will provide the Association with a copy of the signed contract with the Board, including specifications of coverage. The insurance carrier shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.
- C. Teachers hired after August 1, 1999, must be assigned to work at least 18.75 hours per week in order to be eligible for dental coverage. The Board's share of the monthly premium for teachers assigned to work less than full-time shall be prorated as specified in Article 1 D (3).
- D. The orthodontic lifetime maximum shall be \$2,000.

ARTICLE 41 — HOSPITALIZATION

- A. The Board shall provide the teachers with a health insurance plan. Different coverage or availability of plan selection may be altered during the term of this contract to avoid or reduce premium increases provided that the insurance committee, as described in C. below, has reviewed options and notified the Board and the Association of the necessary changes. The health insurance plan shall be administered as a high deductible health plan (HDHP) with a Health Savings Account (HSA) for all eligible teachers who qualify under IRS rules as specified in G. below.
- B. The Board shall pay eighty-five (85%) percent of the annual premium for a single or family hospitalization plan. Such amounts are paid on a semi-monthly basis, with the Board contribution divided by twelve (12) months. Teachers hired after August 1, 1999, must be assigned to work at least 18.75 hours per week in order to be eligible for health insurance coverage. The Board's share of the monthly premium for teachers assigned to work less than full-time shall be prorated as specified in Article 1 D (3).
- C. Insurance Committee

An insurance committee shall be formed whose purpose shall include, but not be limited to, a review of the current insurance coverage and carriers. The committee shall meet upon the written request of either the superintendent or the Association president. The committee shall consist of one (1) Association representative from each building, three (3) Board representatives and two (2) representatives from OAPSE. Either party may request that a consultant of its choice attend committee meetings provided advance notice is made to the other party.
- D. The insurance carrier will provide the Association with a copy of the signed contract with the Board including specification of coverage. The insurance carrier shall provide the Association all annual summary reports and rate increase data and information at the same time it is provided to the Board.

- E. In cases of retirement through STRS, hospitalization coverage shall continue as stated above until the official effective date of the teacher's retirement. For example, if the teacher retires effective June 1, the last day of coverage through the Board's health insurance plan shall be May 31; if the teacher retires effective September 1, the last day of coverage through the Board's health insurance plan shall be August 31.
- F. The plan year for the HDHP shall be January 1st through December 31st.
- G. The deductible for the HDHP shall be:
1. Single: \$2,000 per plan year.
 2. Family: \$4,000 per plan year.
- H. Annually the Board shall contribute fifty percent (50%) of the deductible into a teacher's Health Savings Account (HSA). The Board's contribution shall be made in two (2) equal payments with the first provided by the first pay in January and the second payment provided by the first pay in July.
1. However, should the teacher experience a hardship, the Board agrees to advance up to the full amount of the teacher's deductible as a loan if the teacher can demonstrate through documentation extreme hardship or exigent circumstances. The teacher shall be required to provide a written request for a hardship application/advancement to the treasurer.

The teacher shall be required to reimburse the Board the amount of advancement that was the teacher's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt of the advanced funds. A decision by the treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this agreement.
 2. Additionally, a teacher may notify the superintendent and treasurer of the need to advance the second Board contribution payment prior to the June date if he/she has exhausted the amount of the first contribution payment (\$1,000 for family and \$500 for single.)
 3. The above hardship clauses in numbers 1 and 2 above shall be applicable for the duration of this contract as the parties transition to a Health Savings Account (HSA). Continuation of said language in subsequent contracts is subject to further negotiations.
- I. Preventative services as identified by the insurance provider shall be covered at one hundred percent (100%) and not subject to the deductible.
- J. Once the deductible is reached, all insurance claims, including prescriptions, will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.
- K. The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in Section H. above subject to the

lifetime maximum.

- L. The Board shall contract with a financial institution to provide an HSA for all teachers which will include a debit card with no fees to the teacher.
- M. Teachers may elect to contribute to their deductible through payroll deduction or lump sum as designated by the teacher. Employees may increase/decrease any employee contributions to their Health Savings Account HSA at any time during the year.
- N. Pro-Rata Contribution and Reimbursement:

If a teacher leaves the employment with the Board prior to the end of any calendar year (December 31), he/she will be required to reimburse the Board a pro-rata share of the Board's contribution towards his/her deductible/Health Savings Account (HSA). If a teacher is aware that he/she can make arrangements with the treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the Board may be necessary if a teacher alters his/her plan during the calendar year, such as changing from a family to single coverage, altering working hours to less than full-time or increasing working hours.

The Board's contribution will be adjusted, on a pro-rata basis, should a teacher alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

ARTICLE 42 — VISION INSURANCE

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

ARTICLE 43 — SALARY

- A. The base salary for the 2023-2024 school year is \$47,073. The base salary for the 2024-2025 school year is \$48,014. The base salary for the 2025-2026 school year is \$48,494.
- B. Hours beyond the Master's Degree must be graduate semester hours (or quarter hour equivalent) in education and/or the teacher's content area. Other graduate semester hours are subject to the prior approval of the superintendent.

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

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

- C. In order to be eligible for a horizontal movement on the salary schedule at the start of the school year, a copy of the teacher's grades and/or transcripts must be provided to the superintendent's office no later than September 30. Additionally, in order to be eligible for a horizontal movement on the salary schedule at the start of the second semester, a copy of the teacher's grades and/or transcripts must be provided to the superintendent's office no later than January 15.
- D. Teachers shall be paid through direct deposit. The teacher must provide data necessary to process the direct deposit at least two (2) weeks in advance of the scheduled pay date(s).

Pay shall be issued in twenty-four (24) paychecks on the fifth (5th) and twentieth (20th) of each month. Should the weekend or a holiday fall on said dates, paycheck will be deposited on the workday immediately before the specified dates.

- E. A teacher on paid status for one hundred twenty (120) days or more days in one year shall be entitled to move one step on the salary schedule at the start of the subsequent school year.

2023-24 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

2023-24 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE					Base salary increase	3.00%
<u>STEP</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>		
0	47,073 1.0000	49,521 1.0520	51,969 1.1040	54,416 1.1560		
1	49,521 1.0520	51,969 1.1040	54,416 1.1560	56,864 1.2080		
2	51,969 1.1040	54,416 1.1560	56,864 1.2080	59,312 1.2600		
3	54,416 1.1560	56,864 1.2080	59,312 1.2600	61,760 1.3120		
4	56,864 1.2080	59,312 1.2600	61,760 1.3120	64,208 1.3640		
5	59,312 1.2600	61,760 1.3120	64,208 1.3640	66,655 1.4160		
6	61,760 1.3120	64,208 1.3640	66,655 1.4160	69,103 1.4680		
7	64,208 1.3640	66,655 1.4160	69,103 1.4680	71,551 1.5200		
8	66,655 1.4160	69,103 1.4680	71,551 1.5200	73,999 1.5720		
9	69,103 1.4680	71,551 1.5200	73,999 1.5720	76,447 1.6240		
10	71,551 1.5200	73,999 1.5720	76,447 1.6240	78,894 1.6760		
11	73,999 1.5720	76,447 1.6240	78,894 1.6760	81,342 1.7280		
12	76,447 1.6240	78,894 1.6760	81,342 1.7280	83,790 1.7800		
13	78,894 1.6760	81,342 1.7280	83,790 1.7800	86,238 1.8320		
14	81,342 1.7280	83,790 1.7800	86,238 1.8320	88,686 1.8840		
15	81,342 1.7280	83,790 1.7800	88,780 1.8860	91,227 1.9380		
20	83,790 1.7800	86,238 1.8320	91,322 1.9400	93,769 1.9920		
26	86,238 1.8320	88,686 1.8840	93,864 1.9940	96,311 2.0460		
28	88,686 1.8840	91,133 1.9360	96,406 2.0480	98,853 2.1000		
29	91,133 1.9360	93,581 1.9880	98,947 2.1020	101,395 2.1540		

2024-25 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

2024-25 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE					Base salary increase	2.00%
<u>STEP</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+20</u>		
0	48,014	50,511	53,007	55,504		
	1.0000	1.0520	1.1040	1.1560		
1	50,511	53,007	55,504	58,001		
	1.0520	1.1040	1.1560	1.2080		
2	53,007	55,504	58,001	60,498		
	1.1040	1.1560	1.2080	1.2600		
3	55,504	58,001	60,498	62,994		
	1.1560	1.2080	1.2600	1.3120		
4	58,001	60,498	62,994	65,491		
	1.2080	1.2600	1.3120	1.3640		
5	60,498	62,994	65,491	67,988		
	1.2600	1.3120	1.3640	1.4160		
6	62,994	65,491	67,988	70,485		
	1.3120	1.3640	1.4160	1.4680		
7	65,491	67,988	70,485	72,981		
	1.3640	1.4160	1.4680	1.5200		
8	67,988	70,485	72,981	75,478		
	1.4160	1.4680	1.5200	1.5720		
9	70,485	72,981	75,478	77,975		
	1.4680	1.5200	1.5720	1.6240		
10	72,981	75,478	77,975	80,471		
	1.5200	1.5720	1.6240	1.6760		
11	75,478	77,975	80,471	82,968		
	1.5720	1.6240	1.6760	1.7280		
12	77,975	80,471	82,968	85,465		
	1.6240	1.6760	1.7280	1.7800		
13	80,471	82,968	85,465	87,962		
	1.6760	1.7280	1.7800	1.8320		
14	82,968	85,465	87,962	90,458		
	1.7280	1.7800	1.8320	1.8840		
15	82,968	85,465	90,554	93,051		
	1.7280	1.7800	1.8860	1.9380		
20	85,465	87,962	93,147	95,644		
	1.7800	1.8320	1.9400	1.9920		
26	87,962	90,458	95,740	98,237		
	1.8320	1.8840	1.9940	2.0460		
28	90,458	92,955	98,333	100,829		
	1.8840	1.9360	2.0480	2.1000		
29	92,955	95,452	100,925	103,422		
	1.9360	1.9880	2.1020	2.1540		

2025-26 KINGS LOCAL SCHOOL DISTRICT SALARY SCHEDULE

					Base salary increase	1.00%
STEP	BA	BA+150	MA	MA+20		
0	48,494 1.0000	51,016 1.0520	53,537 1.1040	56,059 1.1560		
1	51,016 1.0520	53,537 1.1040	56,059 1.1560	58,581 1.2080		
2	53,537 1.1040	56,059 1.1560	58,581 1.2080	61,102 1.2600		
3	56,059 1.1560	58,581 1.2080	61,102 1.2600	63,624 1.3120		
4	58,581 1.2080	61,102 1.2600	63,624 1.3120	66,146 1.3640		
5	61,102 1.2600	63,624 1.3120	66,146 1.3640	68,668 1.4160		
6	63,624 1.3120	66,146 1.3640	68,668 1.4160	71,189 1.4680		
7	66,146 1.3640	68,668 1.4160	71,189 1.4680	73,711 1.5200		
8	68,668 1.4160	71,189 1.4680	73,711 1.5200	76,233 1.5720		
9	71,189 1.4680	73,711 1.5200	76,233 1.5720	78,754 1.6240		
10	73,711 1.5200	76,233 1.5720	78,754 1.6240	81,276 1.6760		
11	76,233 1.5720	78,754 1.6240	81,276 1.6760	83,798 1.7280		
12	78,754 1.6240	81,276 1.6760	83,798 1.7280	86,319 1.7800		
13	81,276 1.6760	83,798 1.7280	86,319 1.7800	88,841 1.8320		
14	83,798 1.7280	86,319 1.7800	88,841 1.8320	91,363 1.8840		
15	83,798 1.7280	86,319 1.7800	91,460 1.8860	93,981 1.9380		
20	86,319 1.7800	88,841 1.8320	94,078 1.9400	96,600 1.9920		
26	88,841 1.8320	91,363 1.8840	96,697 1.9940	99,219 2.0460		
28	91,363 1.8840	93,884 1.9360	99,316 2.0480	101,837 2.1000		
29	93,884 1.9360	96,406 1.9880	101,934 2.1020	104,456 2.1540		

ARTICLE 44 — COLLEGE COURSE REIMBURSEMENT

- A. An annual fixed budget of \$75,000.00 per school year shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college. Any unused dollars expended in a year will be rolled over to the next year and added to the fixed budget amount, not to exceed \$90,000.00.
- B. Courses for reimbursement must be approved in advance of the start of the class by the superintendent. The work must be taken in the teacher's field of certification/license, in work to maintain or add to certification/license, in the field of education or technology, or in other work approved by the superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework approved and completed during the time period of September 1 through August 31 of each year. Actual reimbursement shall be paid in November. The maximum reimbursement a teacher can receive is the actual dollar amount for nine (9) semester hours or twelve (12) quarter hours. When a teacher is a participant in a scholarship program that provides partial payment for coursework, the reimbursement shall be determined based upon the university/college's actual cost of the credit hour.
- D. In order to be eligible for reimbursement, the following must be submitted to the superintendent's office by September 30:
 - 1. The bursar's statement for the course(s).
 - 2. A grade card with a grade B or better or a pass in a pass/fail course.
 - 3. A transcript when it is available.
- E. It shall be the teacher's responsibility to provide the above information by September 30 of each year. Failure to provide such information shall mean that the teacher's hours, even though approved in advance, shall not be included in the final reimbursement calculation and said teacher shall not receive payment.
- F. The teacher must be employed by the Board at the time that reimbursement is distributed.
- G. The Association president shall appoint up to three (3) teachers to compile the reimbursement forms submitted by the teachers and calculate the amount of payment for each teacher. Each teacher appointed shall receive one-half (1/2) day of release time in October of each year to complete this task.

ARTICLE 45 — SUPPLEMENTAL CONTRACTS

A. POSTING OF SUPPLEMENTAL CONTRACTS

- 1. Supplemental position vacancies shall be posted on the Board's email system. A teacher interested in a position shall notify the appropriate administrator, in writing or by email.

2. If a vacancy becomes available during the school year, such position shall be posted in each school building for three (3) working days. Teachers shall notify the superintendent/designee, in writing or by email, of his/her interest in the posted position.

B. PAY FOR SUPPLEMENTAL CONTRACTS

1. If a supplemental contract is offered for a position listed on the schedule, the compensation for that position shall be in the amount designated on the schedule.
2. Pay for supplemental contract positions shall be issued in separate checks in accordance with the supplemental salary schedule.
3. Should the superintendent determine that there are not sufficient numbers of students participating in a supplemental activity, he/she may revoke the supplemental contract. Any such action by the superintendent must be taken by the end of the third week of the scheduled activity, and the teacher shall be paid a pro-rated portion of the supplemental contract for time worked prior to the superintendent's action.

C. PLACEMENT AND MOVEMENT ON THE SUPPLEMENTAL SALARY SCHEDULE

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

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

2. In order for the holder of a supplemental contract to receive one year of experience credit, he/she must complete all responsibilities and fulfill all time requirements for the year. Resignation of a supplemental contract prior to the completion of all responsibilities and time requirements will result in no experience credit being awarded for the year.
3. In order to receive a step increase in a supplemental position held by the teacher, the teacher must have held the same supplemental position in a prior year. A teacher may take a "leave" from holding a supplemental contract for three (3) school years and still maintain his/her level of experience for purposes of placement on the salary schedule. A teacher resuming a supplemental contract after having had a break for more than three (3) school years shall be placed at the first step for the supplemental position.
4. Years of experience as a coach/sponsor may be recognized for placement on the salary schedule for a teacher new to a supplemental position.

D. SUPPLEMENTAL REVIEW COMMITTEE

1. A Supplemental Review Committee (SRC) shall be appointed by the Board and the Association.

- a. Appointments shall be for the length of this agreement, unless the appointee no longer meets the criteria established for his/her appointment.
- b. Replacements shall be made in the same manner as used for the original appointments.
- c. The Committee shall be composed of nine (9) members.
 - 1. Five (5) members shall be appointed by the president of the Association. At least one (1) of the appointees must be a holder of a fine arts supplemental contract. At least one (1) of the appointees must be a holder of an athletic supplemental contract. At least one (1) of the appointees must hold co-curricular or extra-curricular supplemental contract that is not athletic or fine arts related. At least one (1) appointee must hold no supplemental contract. At such time as an appointee no longer meets the criteria for his/her appointment, the president of the Association will name a replacement, using the criteria required to maintain the balance of positions as indicated above.
 - 2. Four (4) members shall be appointed by the superintendent. The superintendent may replace these appointees at his/her discretion.
- 2. The Supplemental Review committee will be responsible for making a recommendation to the superintendent, after reviewing requests submitted by teachers and administrators, for:
 - a. Adding a position.
 - b. Deleting a position.
 - c. Moving a supplemental on the supplemental salary schedule (to be moved only at such time as a new negotiated agreement between the Board and Association shall be implemented).
 - d. Creating or revising a job description.
 - e. Reviewing all supplemental contract job descriptions and placement on the supplemental salary schedule prior to the expiration of this agreement.
- 3. The superintendent, upon receipt of the SRC recommendations, shall consider said recommendations and take appropriate action. The superintendent shall provide the SRC with his/her written decision regarding the recommendations with supporting rationale prior to any recommendations to the Board. In addition, the superintendent shall notify the SRC chairperson of the Board's action within ten (10) days following the Board meeting.
- 4. The Board, upon the superintendent's recommendations, may add supplemental contract positions at its discretion without the SRC's recommendation, provided it consults with the SRC prior to the placement on the salary schedule. In addition, the Board has the discretion to fill or not fill supplemental contract positions on a yearly basis.
- 5. The Supplemental Review Committee shall adopt its own procedures and meeting dates, notifying the Association president and the superintendent.

**SECTION E
SUPPLEMENTAL SALARY SCHEDULE**

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

Percentage applied to base salary (BA Step 0)

**SECTION E
SUPPLEMENTAL SALARY SCHEDULE**

Kings Local School District		FY'24 Base Salary													
Supplemental Salary Schedule - 2023-24															
Level A	Position level	Payment Month	Base Salary	Base Percentage (Step 0)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Basketball - Men	Varsity Head Coach	February	\$ 7,061	15.00%	15.375%	15.75%	16.125%	16.50%	16.875%	17.25%	17.625%	18.00%	18.375%	18.75%	
Basketball - Women	Varsity Head Coach	February	\$ 7,061	15.00%	15.375%	15.75%	16.125%	16.50%	16.875%	17.25%	17.625%	18.00%	18.375%	18.75%	
Marching Band Director	High School	November/May	\$ 7,061	15.00%	15.375%	15.75%	16.125%	16.50%	16.875%	17.25%	17.625%	18.00%	18.375%	18.75%	
Football	Varsity Head Coach	November	\$ 7,061	15.00%	15.375%	15.75%	16.125%	16.50%	16.875%	17.25%	17.625%	18.00%	18.375%	18.75%	
Level B	Position level	Payment Month	Base Salary	Base Percentage (Step 0)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Baseball	Varsity Head Coach	May	\$ 5,649	12.00%	12.35%	12.70%	13.05%	13.40%	13.75%	14.10%	14.45%	14.80%	15.15%	15.50%	
Softball	Varsity Head Coach	May	\$ 5,649	12.00%	12.35%	12.70%	13.05%	13.40%	13.75%	14.10%	14.45%	14.80%	15.15%	15.50%	
Level C	Position level	Payment Month	Base Salary	Base Percentage (Step 0)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Cross Country - Men	Varsity Head Coach	November	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Cross Country - Women	Varsity Head Coach	November	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Dance	Varsity Head Coach	February	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Lacrosse - Men's	Varsity Head Coach	May	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Lacrosse - Women's	Varsity Head Coach	May	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Soccer - Men	Varsity Head Coach	November	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Soccer - Women	Varsity Head Coach	November	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Swimming	Varsity Head Coach	February	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Track and Field - Men	Varsity Head Coach	May	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Track and Field - Women	Varsity Head Coach	May	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Volleyball - Women	Varsity Head Coach	November	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Wrestling	Varsity Head Coach	February	\$ 5,178	11.00%	11.35%	11.70%	12.05%	12.40%	12.75%	13.10%	13.45%	13.80%	14.15%	14.50%	
Level D	Position level	Payment Month	Base Salary	Base Percentage (Step 0)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Band Director	Junior High	November/May	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Basketball - Men	Varsity Assistant Coach	February	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Basketball - Men	Junior Varsity Head Coach	February	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Basketball - Women	Varsity Assistant Coach	February	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Basketball - Women	Junior Varsity Head Coach	February	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Football	Varsity Assistant Coach	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Football	Varsity Assistant Coach	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Football	Varsity Assistant Coach	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Football	Varsity Assistant Coach	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Football	Varsity Assistant Coach	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Marching Band Assistant	High School	November	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Winter Guard Director	High School	February	\$ 4,707	10.00%	10.30%	10.60%	10.90%	11.20%	11.50%	11.80%	12.10%	12.40%	12.70%	13.00%	
Level E	Position level	Payment Month	Base Salary	Base Percentage (Step 0)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Baseball	Varsity Assistant Coach	May	\$ 4,237	9.00%	9.30%	9.60%	9.90%	10.20%	10.50%	10.80%	11.10%	11.40%	11.70%	12.00%	
Baseball	Junior Varsity Head Coach	May	\$ 4,237	9.00%	9.30%	9.60%	9.90%	10.20%	10.50%	10.80%	11.10%	11.40%	11.70%	12.00%	

ARTICLE 46 – TEACHER LEADER POSITIONS

Any auxiliary curriculum support position such as a department chair/team leaders or content coordinators, shall be paid \$1,500.00 a school year in grades pre-K through 8 and \$3,000 a school year in grades 9 through 12. The stipend shall be divided equally for those teachers electing to share said positions.

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

Beginning with the 2018-2019 school year, the board has created a supplemental position of Diversity and Inclusion Coordinator. The stipend for this position shall be \$3,000.

ARTICLE 47 — RESIDENT EDUCATOR PROGRAM

- A. The Board will provide the necessary mentor support for any teacher who enters into employment with the Board licensed as a Resident Educator.
- B. One (1) mentor shall be assigned to one (1) Resident Educator in year one of his/her program. Additionally, one (1) mentor shall be assigned to one (1) Resident Educator in year two of his/her program.
- C. Year one Resident Educators shall be provided two (2) professional leave days to conduct necessary out-of-classroom observations. The mentor for year one Resident Educators shall be provided the equivalent of one (1) day of professional leave to conduct necessary observations.
- D. Resident Educators in year two shall be provided one (1) day of professional leave, upon request to conduct necessary requirements of the program.
- E. The program coordinator shall be provided necessary professional leave, upon request, to conduct required observations of Resident Educators assigned to him/her and to attend to other requirements of the program.
- F. A teacher shall be paid \$1,000 a year to serve as a mentor for a Resident Educator in year one and \$1,000 to serve as a mentor for Resident Educator in year two.
- H. A teacher shall be paid \$3,000 a year to serve as the program coordinator.

ARTICLE 48 — HIRING RETIREES

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

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

A teacher hired under this Article shall not advance on the salary schedule for each year of additional service.
- B. The Board shall provide health, life, dental and vision insurance in accordance with Article 41, 42, 43, and 44.
- C. The teacher employed shall not be entitled to receive severance pay.
- D. The teacher is entitled to accumulate and use sick leave in accordance with Article 32.
- E. The teacher shall be hired under limited contracts only which shall automatically expire at the end of its term and shall not be subject to the nonrenewal requirements specified in Article 8.
- F. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for the teacher.

ARTICLE 49 – LENGTH OF CONTRACT

This contract shall begin as of July 1, 2023 and expire on June 30, 2026.

Kings Education Association

Kings Local Board of Education

Samuel Mizener, President Date

Stacie Belfrom, Board President Date

Carrie Snyder

Greg Sears, Superintendent

Karin Gonzalez

Michael Morrow, Treasurer

Steve France

Leanne Bell

Amanda Tucker

Rachel Immerman

Ann Farris

|

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Kings Local School District - School Nurse Evaluation Tool

Employee Name: _____		Self-Evaluation Date: _____		Administrator Date: _____				
INE	DEV	SKI	ACC	MASN Standards of School Nursing	INE	DEV	SKI	ACC
				Standard 1: Assessment				
				Standard 2: Diagnosis				
				Standard 3: Outcomes Identification				
				Standard 4: Planning				
				Standard 5: Implementation				
				Standard 5 A: Coordination of Care				
				Standard 5B: Health Teaching and Health Promotion				
				Standard 5C: Consultation				
				Standard 6: Evaluation				
				Standard 7: Ethics				
				Standard 8: Education				
				Standard 9: Evidence-Based Practice and Research				
				Standard 10: Quality of Practice				
				Standard 11: Communication				
				Standard 12: Leadership				
				Standard 13: Collaboration				
				Standard 14: Professional Practice Evaluation				
				Standard 15: Resource Utilization				
				Standard 16: Environmental Health				
				Standard 17: Program Management				

Annual Goals: School Year _____	Fully Achieved	Partially Achieved	Not Achieved
Professional Growth:			
Contribution to School Community/Department:			

Other Special Achievements:

Administrator Comments:

Anticipated Annual Goals: Following School Year _____
Professional Growth:

Rationale:

Contribution to School Community/Department:

Expected Outcomes for Student Health:

School Nurse Signature _____ Date _____ Administrator Signature _____ Date _____
 Nurse signature indicates that document has been read. It does not indicate agreement or disagreement with it's content, except for self-evaluation.
 This evaluation is based on: Pre-conference date: _____ Clinic observation date: _____ Post-conference date: _____

ATTACHMENT B

SCHOOL COUNSELOR EVALUATION

Forms used during Evaluation Process following the Ohio School Counselor Evaluation System.

1. Self-Assessment Summary Tool
2. Pre-Observation Conference
3. Informal Observations
 Formal Observations
4. Formal Post Observation Conference
5. Final Summative Rating of Effectiveness
6. Professional Growth Plan
7. Improvement Plan

SPEECH PATHOLOGIST EVALUATION

ATTACHMENT C

Evaluators Name:		School Year		Observation Date:	
Ineffective=I		Developing=D		Accomplished=A	
<p>Instructions: Please rate the employee’s performance at the Domain Level using the space provided to provide the employee with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left had column that are the focus/foci of the observation.</p>					
<p>Domain 1: Score →</p> <p>Planning & Preparation</p> <p>(To be completed during the Pre-Observation Interview)</p>			<p>Evaluator’s Summary Comments:</p>		

Level of Performance		Ineffective	Developing	Skilled	Accomplished
1a	Therapist demonstrates knowledge of the skill level of the student and therapeutic approaches.	Demonstrates little or no knowledge of the skill level of the student and therapeutic approaches.	Demonstrates basic knowledge of the skill level of the student and therapeutic approaches.	Demonstrates thorough knowledge of the skill level of the student and therapeutic approaches.	Demonstrates extensive knowledge of the skill level of the student and therapeutic approaches.
	Evidence				
1b	Establishing and/or implementing goals for the therapy program appropriate to the setting and students served.	Fails to establish and/or implement goals for the therapy program appropriate to the setting and students served.	Partially establishes and/or implements goals for the therapy program appropriate to the setting and students served.	Establishes and/or implements goals that are clear and appropriate to the setting and students served.	Establishes and/or implements goals that are consistently clear and highly appropriate to the setting and students served.
	Evidence				
1c	Demonstrating knowledge of resources	Demonstrates little or no knowledge of resources.	Demonstrates basic knowledge of resources.	Demonstrates thorough knowledge of resources.	Demonstrates extensive knowledge.
	Evidence				
1d	Planning the therapy program, integrated with the regular school program, to meet the individual needs of students.	Activities do not relate to the therapy program.	Therapy program has a guiding principle and includes related activities, but some do not fit with the goals.	Therapy program has a guiding principle and includes related activities that fit with the goals.	Therapy program has a guiding principle and includes related activities that fit with the goals and curriculum beyond the

					therapy session.
	Evidence				
1e	Therapists communicates documentation methodology that will be utilized regarding the therapy session	Fails to communicate documentation methodology that will be utilized regarding the therapy session.	Communicates an unclear documentation methodology that will be utilized regarding the therapy session.	Communicates a clear documentation methodology that will be utilized regarding the therapy session.	Communicates a detailed documentation methodology that will be utilized regarding the therapy session.
	Evidence				

*Rubric adapted from Association for Supervision & Curriculum Development, (2008) and A Framework for Teaching, (2007)

Ineffective=I	Developing=D	Skilled=S	Accomplished=A
Instructions: Please rate the employee's performance at the Domain Level using the space provided to provide the employee with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left hand column that are the focus/foci of the observation.			
Domain 2: Score → Delivery of Service			Evaluator's Summary Comments:

	Level of Performance	Ineffective	Developing	Skilled	Accomplished
2a	Responding to referrals and evaluating students' needs within expected timelines according to state regulations.	Does not demonstrate awareness of established procedures to respond to referrals and students' needs within expected timelines according to state regulations.	Aware of established procedures, but does not consistently follow them.	Consistently follows established procedures in response to referrals and evaluating students' needs within expected timelines according to state regulations.	Demonstrates a tracking system for response to referrals and evaluating students' needs within expected timelines according to state regulations.
	Evidence				
2b	Implementation of session plans to maximize students' success.	Fails to follow the session plan and/or adjust to changing circumstances.	Follows session plan, but makes minimal adjustments to changing circumstances.	Follows session plan and makes appropriate adjustments to changing circumstances	Follows session plan and seeks ways to improve changing circumstances.
	Evidence				

2c	Establishing rapport with students.	Interactions with students are negative or inappropriate	Interactions with students are a mix of positive and negative.	Interactions with students are positive and respectful.	Interactions with students reflect a high degree of comfort and trust in the relationship.
	Evidence				
2d	Organizing time effectively	Demonstrates poor judgment in setting priorities resulting in confusion, missed deadlines, and conflicting schedules.	Demonstrates moderately developed time-management skills. Essential activities are carried out, but not always in the most efficient manner	Demonstrates good judgment in setting priorities, resulting in clear schedules and efficient accomplishment of work.	Demonstrates excellent time-management skills and accomplishes all tasks in a seamless manner.
	Evidence				
2e	Organization of physical space and materials for delivery of service.	Demonstrates poor organization of materials and space provided.	Demonstrates moderate organization of materials and space provided.	Demonstrates organization of materials and space provided.	Demonstrates highly organized materials and space provided.
	Evidence				

Ineffective=I	Developing=D	Skilled=S	Accomplished=A
Instructions: Please rate the employee's performance at the Domain Level using the space provided to provide the employee with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left hand column that are the focus/foci of the observation.			
Domain 3: Score → Documentation/Communication <small>(To be completed during the Post-Observation Interview)</small>		Evaluator's Summary Comments	

	Level of Performance	Ineffective	Developing	Skilled	Accomplished
3a	Established mechanism for recording ongoing communication with family and other team members.	Fails to record ongoing communication with family and other team members.	Demonstrates an unorganized mechanism for recording ongoing communication with family and other team members.	Demonstrates an organized and established mechanism for recording ongoing communication with family and other team members.	Demonstrates a highly organized and established mechanism for recording ongoing communication with family and other team members.
	Evidence				
3b	Collaboratively monitor and modify students' IEP.	Does not make self available for questions and planning and does not provide pertinent information when requested.	Makes self available and provides pertinent information when requested.	Makes self available and initiates collaboration when necessary.	Initiates collaboration.
	Evidence				
3c	Produce useful written documentation by writing reports in commonly understood and meaningful terms.	Fails to collect information or write reports. Reports are inaccurate or not appropriate to the	Collects most of the needed information and writes reports. Reports are accurate, but lack clarity and are not always appropriate to the	Collects all important information and writes reports. Reports are accurate and appropriate to	Collects important information and writes reports that are accurate, clear and tailored to the

		audience.	audience.	the audience.	audience.
	Evidence				
3d	Therapist maintains timely and consistent records including meeting timelines for IEP's ETR's and progress reports.	Fails to meet timelines.	Needs multiple reminders to complete records in timely manner.	Meets timelines.	Exceeds timeline expectations.
	Evidence				
3e	Collecting ongoing data on students' progress towards state IEP outcomes.	Data management system is either nonexistent or unorganized. Data cannot be used to monitor progress or adjust therapy program.	Uses a basic data management system to monitor progress but inconsistently uses it to adjust the therapy program.	Uses an effective data management system to monitor progress and adjust the therapy program.	Uses a highly effective data management system to monitor progress and adjust the therapy program.
	Evidence				

Ineffective=I	Developing=D	Skilled=S	Accomplished=A
Instructions: Please rate the employee's performance at the Domain Level using the space provided to provide the employee with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left had column that are the focus/foci of the observation.			
Domain 4: Score → Professional Responsibilities			Evaluator's Summary Comments:

Level of Performance		Ineffective	Developing	Skilled	Accomplished
4a	Forms partnerships and works collaboratively with other team members, especially the teacher and administrator to promote effective quality of service.	Relationships with colleagues are negative or self-serving. Avoids promoting the profession within the school community.	Relationships with colleagues are cordial. Promotes the profession when requested within the school community.	Maintains positive and productive relationships with colleagues. Actively participates in promoting the profession within the school community.	Assumes a leadership role with colleagues. Initiates promotion of the profession within the school community.
	Evidence				
4b	Demonstrates professionalism (i.e., openness to feedback and acceptance of constructive criticism), including integrity, advocacy, and confidentiality.	Displays dishonesty in interactions with colleagues, students, and the public. Violates the principles of confidentiality. Does not accept constructive criticism.	Demonstrates honesty in interactions with colleagues, students, and the public. Plays a moderate advocacy role for students and maintains confidentiality. Accepts constructive criticism.	Demonstrates high standards of honesty, integrity, and confidentiality with colleagues, students, and the public. Advocates for students when needed. Accepts and adjusts to constructive criticism.	Demonstrates high standards of honesty, integrity, and confidentiality with colleagues, students, and the public. Initiates student advocacy. Seeks and adjusts to constructive criticism.

	Evidence				
4c	Serves as a resource to family and other team members for information and appropriate community resources (medical, educational, financial, social, recreational, and legal.)	Does not serve at a resource to family and other team members for information and appropriate community resources (medical, educational, financial, social, recreational, and legal.)	Attempts to serve as a resource to family and other team members for information and appropriate community resources (medical, educational, financial, social, recreational, and legal.)	Serves as a resource to family and other team members for information and appropriate community resources (medical, educational, financial, social, recreational, and legal.)	Demonstrates highly organized service as a resource to family and other team members for information and appropriate community resources (medical, educational, financial, social, recreational, and legal.)
	Evidence				
4d	Demonstrates and implements knowledge of current research relating to child development, medical care, educational practices, and implications through therapy intervention strategies, service delivery systems, and therapeutic procedures.	Fails to demonstrate knowledge of evidence-based research.	Demonstrates knowledge of evidence-based research, but inconsistently applies it to practice.	Demonstrates knowledge of evidence-based research and consistently applies it to practice.	Demonstrates advanced knowledge of evidence-based research and application to practice.

	Evidence				
4e	The Kings Local School District customer service and satisfaction (serious problems can make this category the most heavily weighted category of the evaluation.	Unaware of the Kings Local School District policies and procedures. Does not follow job responsibilities. Portrays the Kings Local School District in a negative manner.	Knows that the Kings Local School District policies exist. Completes a portion of job responsibilities. Neutral portrayal of the Kings Local School District.	Knowledgeable of and follows the Kings Local School District policies and procedures. Completed job role responsibilities. Portrays the Kings Local School District in a positive manner.	Knowledgeable of and follows the Kings Local School District policies and procedures. Performs activities above and beyond role expectations. Portrays the Kings Local School District in a positive manner.
	Evidence				

STEP II GRIEVANCE
(Principal)

DATE SUBMITTED: _____

NAME: _____ POSITION _____

SCHOOL: _____ PRINCIPAL: _____

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

Remedy Sought: _____

Hearing Requested: _____ SIGNATURE: _____

yes no

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

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

STEP II RESPONSE (WITHIN 7 DAYS):

DATE: _____ SIGNATURE: _____

Copies to: Grievant, Association, Superintendent

STEP IV GRIEVANCE

(Board)

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

NAME: _____ Date: _____

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

Hearing Requested _____ SIGNED: _____
yes no

STEP IV RESPONSE OR WAIVER (WITHIN 7 DAYS):

DATE: _____ SIGNATURE: _____

Copies to: Grievant, Association, Principal

KINGS LOCAL SCHOOL DISTRICT

STEP V GRIEVANCE
Arbitration

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

NAME: _____ Date: _____

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

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

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

Teacher's Name _____ Building _____ Date _____

Article 46 – College Course Reimbursement

- A. An annual fixed budget of \$45,000.00 per school year shall be available for reimbursement for tuition costs incurred by teachers for courses completed at an accredited university or college.
- B. Courses for reimbursement must be approved in advance by the superintendent. The work must be taken in the teacher's field of certification/license, in work to maintain or add to certification/license, in the field of education or technology, or in other work approved by the superintendent.
- C. The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of coursework approved and completed during the time period of September 1 through August 31 of each year. Actual reimbursement shall be paid in November. The maximum reimbursement a teacher can receive is the actual dollar amount for six (6) semester hours or eight (8) quarter hours.
- D. In order to be eligible for reimbursement, the following must be submitted to the superintendent's office by September 30:
 - 1. The bursar's statement for the course(s).
 - 2. A grade card with a grade B or better or a pass in a pass/fail course.
 - 3. A transcript when it is available.
- E. It shall be the teacher's responsibility to provide the above information by September 30 of each year. Failure to provide such information shall mean that the teacher's hours, even though approved in advance, shall not be included in the final reimbursement calculation and said teacher shall not receive payment.
- F. The teacher must be employed by the Board at the time that reimbursement is distributed.

I. Coursework Application/Approval

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

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

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

Superintendent's signature _____ Date _____

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

Teacher's Name _____ Date _____

Directions


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

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

Name of Course	# of Hours	Check One	
		Sem	Qtr

ATTACHMENT G

Summary of Benefits and Coverage: What this [Plan](#) Covers & What You Pay for Covered Services Coverage Period: 01/01/2023 - 12/31/2023
 SWOOSH: Kings Local School District HDHP Coverage for: Individual + Family | Plan Type: PPO + HSA

 The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined](#) terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 255-9952 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$1,500/person or \$3,000/family for Preferred Network Providers . \$2,000/person or \$4,000/family for In- Network Providers . \$4,000/person or \$8,000/family for Non- Network Providers .	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible ?	Yes. Preventive Care . For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$1,500/person or \$3,000/family for Preferred Network Providers . \$2,000/person or \$4,000/family for In- Network Providers . \$8,000/person or \$10,000/family for Non- Network Providers .	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes, BlueCard PPO. See www.anthem.com or call (855) 255-9952 for a list of network	You pay the least if you use a provider in Preferred Network . You pay more if you use a provider in In- Network . You will pay the most if you use an Out-of-Network Provider , and you might receive a bill from a provider for the difference between the provider's charge and

OH/LG/SWOOSH: Kings Local School District HDHP/W0J5/01-23

Page 1 of 11

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
 An independent licensee of the Blue Cross and Blue Shield Association.
 ©Registered marks Blue Cross and Blue Shield Association.

Benefit summary – Kings HSA 7 5 NGF 1-1-2016 (NASCO) corrected

	providers . Costs may vary by site of service and how the provider bills.	what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Network Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	0% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	0% coinsurance	0% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/immunization	No charge	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	0% coinsurance (retail and home delivery)	0% coinsurance (retail only)	30% coinsurance (retail) and Not covered (home delivery)	For more information, refer to "National Direct Drug List" at http://www.anthem.com/pharmacyinformation/ *See Prescription Drug section
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	0% coinsurance (retail and home delivery)	0% coinsurance (retail only)	30% coinsurance (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	0% coinsurance (retail and home delivery)	0% coinsurance (retail only)	30% coinsurance (retail) and Not covered (home delivery)	

* For more information about limitations and exceptions, see [plan](#) or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Network Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
	Tier 4 - Typically Preferred Specialty (brand and generic)	0% coinsurance (retail and home delivery)	0% coinsurance (retail only)	30% coinsurance (retail) and Not covered (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
	Physician/surgeon fees	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
If you need immediate medical attention	Emergency room care	0% coinsurance	0% coinsurance	Covered as In-Network	-----none-----
	Emergency medical transportation	0% coinsurance	0% coinsurance	Covered as In-Network	-----none-----
	Urgent care	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	0% coinsurance	30% coinsurance	60 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -----none-----
	Inpatient services	0% coinsurance	0% coinsurance	30% coinsurance	-----none-----
If you are pregnant	Office visits	0% coinsurance	0% coinsurance	30% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	0% coinsurance	0% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	0% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	0% coinsurance	30% coinsurance	90 visits/benefit period.
	Rehabilitation services	0% coinsurance	0% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	0% coinsurance	0% coinsurance	30% coinsurance	
	Skilled nursing care	0% coinsurance	0% coinsurance	30% coinsurance	180 days/benefit period for skilled nursing services.
	Durable medical equipment	0% coinsurance	0% coinsurance	0% coinsurance	*See Durable Medical Equipment Section

* For more information about limitations and exceptions, see [plan](#) or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Network Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
	Hospice services	0% coinsurance	0% coinsurance	0% coinsurance	-----none-----
If your child needs dental or eye care	Children's eye exam	0% coinsurance	0% coinsurance	30% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	Not covered	-----none-----

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other excluded services.)

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Glasses for a child • Routine foot care | <ul style="list-style-type: none"> • Bariatric surgery • Dental care (Pediatric) • Infertility treatment • Weight loss programs | <ul style="list-style-type: none"> • Cosmetic surgery • Dental Check-up • Long-term care |
|--|---|---|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Chiropractic care 12 visits/benefit period • Private-duty nursing 82 visits/benefit period. 164 visits/Lifetime Facility Setting only | <ul style="list-style-type: none"> • Hearing aids 1 item(s)/ear every 3 years. \$2,500 maximum/ear every 3 years. • Routine eye care (Adult) | <ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsglobalcore.com |
|--|--|--|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

* For more information about limitations and exceptions, see [plan](#) or policy document at <https://eoc.anthem.com/eocdps/aso>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.


Does this plan meet the Minimum Value Standards? Yes/No

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	Mia's Simple Fracture (in-network emergency room visit and follow up care)																																				
<ul style="list-style-type: none"> ■ The <u>plan's</u> overall <u>deductible</u> \$1,500 ■ <u>Specialist coinsurance</u> 0% ■ Hospital (facility) <u>coinsurance</u> 0% ■ Other <u>coinsurance</u> 0% 	<ul style="list-style-type: none"> ■ The <u>plan's</u> overall <u>deductible</u> \$1,500 ■ <u>Specialist coinsurance</u> 0% ■ Hospital (facility) <u>coinsurance</u> 0% ■ Other <u>coinsurance</u> 0% 	<ul style="list-style-type: none"> ■ The <u>plan's</u> overall <u>deductible</u> \$1,500 ■ <u>Specialist coinsurance</u> 0% ■ Hospital (facility) <u>coinsurance</u> 0% ■ Other <u>coinsurance</u> 0% 																																				
<p>This EXAMPLE event includes services like:</p> <ul style="list-style-type: none"> ■ <u>Specialist</u> office visits (<i>prenatal care</i>) ■ Childbirth/Delivery Professional Services ■ Childbirth/Delivery Facility Services ■ <u>Diagnostic tests</u> (<i>ultrasounds and blood work</i>) ■ <u>Specialist</u> visit (<i>anesthesia</i>) 	<p>This EXAMPLE event includes services like:</p> <ul style="list-style-type: none"> ■ <u>Primary care physician</u> office visits (<i>including disease education</i>) ■ <u>Diagnostic tests</u> (<i>blood work</i>) ■ <u>Prescription drugs</u> ■ <u>Durable medical equipment</u> (<i>glucose meter</i>) 	<p>This EXAMPLE event includes services like:</p> <ul style="list-style-type: none"> ■ <u>Emergency room care</u> (<i>including medical supplies</i>) ■ <u>Diagnostic test</u> (<i>x-ray</i>) ■ <u>Durable medical equipment</u> (<i>crutches</i>) ■ <u>Rehabilitation services</u> (<i>physical therapy</i>) 																																				
Total Example Cost \$12,700	Total Example Cost \$5,600	Total Example Cost \$2,800																																				
<p>In this example, Peg would pay:</p> <p style="text-align: center;"><u>Cost Sharing</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;"><u>Deductibles</u></td><td style="text-align: right;">\$1,500</td></tr> <tr><td><u>Copayments</u></td><td style="text-align: right;">\$0</td></tr> <tr><td><u>Coinsurance</u></td><td style="text-align: right;">\$0</td></tr> <tr><td colspan="2" style="text-align: center;"><i>What isn't covered</i></td></tr> <tr><td>Limits or exclusions</td><td style="text-align: right;">\$60</td></tr> <tr style="background-color: #e6f2ff;"><td>The total Peg would pay is</td><td style="text-align: right;">\$1,560</td></tr> </table>	<u>Deductibles</u>	\$1,500	<u>Copayments</u>	\$0	<u>Coinsurance</u>	\$0	<i>What isn't covered</i>		Limits or exclusions	\$60	The total Peg would pay is	\$1,560	<p>In this example, Joe would pay:</p> <p style="text-align: center;"><u>Cost Sharing</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;"><u>Deductibles</u></td><td style="text-align: right;">\$1,500</td></tr> <tr><td><u>Copayments</u></td><td style="text-align: right;">\$0</td></tr> <tr><td><u>Coinsurance</u></td><td style="text-align: right;">\$0</td></tr> <tr><td colspan="2" style="text-align: center;"><i>What isn't covered</i></td></tr> <tr><td>Limits or exclusions</td><td style="text-align: right;">\$20</td></tr> <tr style="background-color: #e6f2ff;"><td>The total Joe would pay is</td><td style="text-align: right;">\$1,520</td></tr> </table>	<u>Deductibles</u>	\$1,500	<u>Copayments</u>	\$0	<u>Coinsurance</u>	\$0	<i>What isn't covered</i>		Limits or exclusions	\$20	The total Joe would pay is	\$1,520	<p>In this example, Mia would pay:</p> <p style="text-align: center;"><u>Cost Sharing</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;"><u>Deductibles</u></td><td style="text-align: right;">\$1,500</td></tr> <tr><td><u>Copayments</u></td><td style="text-align: right;">\$0</td></tr> <tr><td><u>Coinsurance</u></td><td style="text-align: right;">\$0</td></tr> <tr><td colspan="2" style="text-align: center;"><i>What isn't covered</i></td></tr> <tr><td>Limits or exclusions</td><td style="text-align: right;">\$0</td></tr> <tr style="background-color: #e6f2ff;"><td>The total Mia would pay is</td><td style="text-align: right;">\$1,500</td></tr> </table>	<u>Deductibles</u>	\$1,500	<u>Copayments</u>	\$0	<u>Coinsurance</u>	\$0	<i>What isn't covered</i>		Limits or exclusions	\$0	The total Mia would pay is	\$1,500
<u>Deductibles</u>	\$1,500																																					
<u>Copayments</u>	\$0																																					
<u>Coinsurance</u>	\$0																																					
<i>What isn't covered</i>																																						
Limits or exclusions	\$60																																					
The total Peg would pay is	\$1,560																																					
<u>Deductibles</u>	\$1,500																																					
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<u>Coinsurance</u>	\$0																																					
<i>What isn't covered</i>																																						
Limits or exclusions	\$20																																					
The total Joe would pay is	\$1,520																																					
<u>Deductibles</u>	\$1,500																																					
<u>Copayments</u>	\$0																																					
<u>Coinsurance</u>	\$0																																					
<i>What isn't covered</i>																																						
Limits or exclusions	\$0																																					
The total Mia would pay is	\$1,500																																					

The plan would be responsible for the other costs of these EXAMPLE covered services.

Dental

Metropolitan Life Insurance Company

Plan Design for: Kings Local School District Original Plan Effective Date: June 1, 2022

Network: PDP Plus

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver cost-effective protection for a healthier smile and a healthier you.

Coverage Type:	In-Network ¹ % of Negotiated Fee ²	Out-of-Network ¹ % of R&C Fee ⁴
Type A - Preventive	100%	100%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	60%	60%
Type D - Orthodontia	60%	60%
Deductible³		
Individual	\$25	\$25
Family	\$50	\$50
Annual Maximum Benefit:		
Per Individual	\$1500	\$1500
Orthodontia Lifetime Maximum - Ortho applies to Adult and Child	Up to dependent age limit	
	\$2000 per Person	\$2000 per Person
Dependent Age:	Eligible for benefits until the end of the month that he or she turns 26.	
<p>¹ "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist. Utilizing an out-of-network dentist for care may cost you more than using an in-network dentist.</p> <p>² Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.</p> <p>³ Applies to Type B and C services only.</p> <p>⁴ Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of:</p> <ul style="list-style-type: none"> the dentist's actual charge (the 'Actual Charge'), the dentist's usual charge for the same or similar services (the 'Usual Charge') or the usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th percentile. Services must be necessary in terms of generally accepted dental standards. 		

KINGS LOCAL SCHOOLS

SICK LEAVE BANK LOAN APPLICATION

Date _____

Name _____ Building _____

Provide description of situation that supports your request for receipt of sick leave days from the Sick Leave Bank _____

(Note: Request must be due to a catastrophic illness, surgery or serious illness to teacher, his/her spouse, person living in the household or dependent child.)

_____ Have you applied for disability retirement through STRS?

_____ If yes, has STRS made a decision regarding your application?

_____ Number of sick leave days requested

_____ I understand that I am required to pay back the days I borrow at the rate of 50% of my annual accumulated sick leave until the total number of borrowed days has been restored to the bank. (Exception shall be if other pay back arrangements are made between the teacher and the Sick Leave Bank Committee.)

Signature _____

SICK LEAVE BANK COMMITTEE DECISION

- _____ Applicant has exhausted all sick leave accumulation
- _____ Applicant has exhausted all available personal leave
- _____ Applicant is not eligible for disability retirement with STRS
- _____ Applicant has exhausted sick leave days advanced by the district

Note: All areas above must be checked.

_____ Request Granted _____ Days Approved

_____ Request Denied

Treasurer

Date



CONFERENCE SUMMARY FORM
Kings Local School District

ATTACHMENT I

Hand Delivered

INSTRUCTIONS: The administrator holding the conference should retain the original form and not place it in the teacher's personnel file, and a copy of the form should also be given to the teacher.

CONFERENCE DETAILS

Conference Date: ___/___/___

Time of Meeting: _____

Teacher Name: _____

Administrator name: _____

PERSONS PRESENT AT CONFERENCE:

Name: _____

Position/Role: _____

Name: _____

Position/Role: _____

Name: _____

Position/Role: _____

Name: _____

Position/Role: _____

Name: _____

Position/Role: _____

Name: _____

Position/Role: _____

PURPOSE OF CONFERENCE:

SUMMARY OF DISCUSSION:

TEACHER COMMENTS

RECOMMENDATIONS AND/OR NEXT STEPS

FOLLOW-UP NEEDED

- No
- Yes, if so, please explain: _____

_____/_____/_____
Administrator Signature Date

_____/_____/_____
Teacher Signature Date

• Employee signature denotes receipt of the summary of conference, not necessarily agreement.

**MEMORANDUM OF UNDERSTANDING
EVALUATION**

A. Introduction

1. The Ohio Teachers Evaluation System (OTES 2.0) and the Ohio School Counselor Evaluation System (OSCES) as required by Ohio Revised Code 3319.111 and 3319.112, will be utilized for all teachers.

For those teachers whose assignment does not require at least fifty percent (50%) direct instruction with students which includes, but is not limited to, certified nurses, counselors, speech therapists, and media specialists, the following procedure shall also be used for evaluation. However, said teachers shall not be subject to any requirements of high-quality student data.

2. Definitions:

- a. Credentialed Third-Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.
- b. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.
- c. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure
- d. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).
- e. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments located in OHIOES.

- f. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.
- g. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.
- h. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
- i. High-Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
- j. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is located in OHIOES.
- k. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
- l. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

- m. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

- n. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is located in OHIOES.

- o. Teacher of Record: A teacher who is:
 - i. Responsible for assigning a grade to the student or is responsible for the daily instruction of a specific student; and,

 - ii. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

 - iii. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

- p. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric located in OHIOES.

B. Evaluators

1. Evaluators shall be the principals and assistant principals employed by the Board who have obtained the appropriate credentials required by the Ohio Revised Code. Special Ed coordinator/supervisor may evaluate those teachers assigned to special needs students provided he/she has obtained the appropriate credentials required by ORC.

2. Teachers who are assigned to two (2) or more buildings shall be informed early in the school year as to which principal will be evaluating him/her.

3. By September 15th of each school year, the teachers shall be provided written notice as to who shall be conducting the evaluation for the school year.

4. Evaluator assignment shall be made pursuant to the following requirements:

a. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's assigned administrator.

b. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 15th in the year of their evaluation cycle and notify the superintendent or his/her designee of said selection. The evaluator will be selected from the teacher's assigned building or buildings. The requests will not exceed the regular amount of evaluations required by the administrator. For example, one evaluator will not be required to do all/an unequal amount of the evaluations for a building where more than one evaluator is present.

c. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

d. Should an unforeseen emergency arise; a new evaluator must be chosen in consultation with the teacher.

e. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

5. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

C. Evaluation Frequency

1. A teacher shall be evaluated annually until he/she meets the requirements in sections 2 and 3 below. Exceptions shall be:

a. A teacher who is on leave of absence for more than fifty percent (50%) of the school year;

b. A teacher who submits a notice of retirement by November 1st and such retirement is approved by the board by December 1st.

2. A teacher who receives an evaluation rating of “skilled” shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
3. A teacher who receives an evaluation rating of “accomplished” shall not be subject to another evaluation cycle until the third school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan

D. Evaluation Procedure

1. Teachers shall be evaluated annually with a minimum of two (2) formal observations. Each observation shall be at least thirty (30) continuous minutes. A pre-observation conference for all observations shall only be required for those teachers in their first three (3) years of employment with the Board.
2. One (1) observation will require a pre-observation conference for teachers beyond three (3) years of employment with the Board. If both parties agree to waive the conference, it will not be required. For the observation that did not have a pre-observation conference, the principal and teacher will share the information and evidence necessary for completion of the evaluation rubric at the post-observation conference.
3. A post-observation conference shall be held within ten (10) workdays after the observation. The principal shall provide a summary of the evidence observed to support his/her observation.
4. In the year that a teacher’s limited contract expires and he/she is on the evaluation cycle, a minimum of three (3) formal observations shall be conducted. The only exception is when the principal waives the third observation. Under no circumstances shall a teacher’s contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. The timelines for teachers observed three (3) times shall be:
 - The first post-observation conference shall be held on or before the last day before winter break.

- The second post-observation conference shall be held on or before March 1st.
 - The third post-observation conference shall be held on or before May 1st.
5. In the year that a teacher's contract does not expire or when the principal waives a third observation as set forth in section 4 above, a minimum of two (2) formal observations shall be completed. The timelines for teachers observed two (2) times shall be:
- The first post-observation conference shall be held on or before the last day before winter break.
 - The second post-observation conference shall be held on or before May 1st.
6. In addition to formal observations, the principal shall conduct periodic walkthroughs as a means to observe a teacher's performance. Written feedback will be provided to the teacher for each walkthrough. Upon the request of either the teacher or the principal, a meeting shall occur after the walkthrough to discuss the observation.
7. Walkthroughs shall be not more than thirty (30) consecutive minutes in duration. Walkthroughs shall not disrupt the learning environment in the classroom.
8. Teachers may request a walkthrough at any time.
9. Before the evaluation cycle is final and no later than May 10th, a copy of the written evaluation report shall be provided to the teacher.
10. Off-Cycle Observations
- A. In years when a teacher is not subject to the formal evaluation because he/she has received an evaluation rating of Accomplished or Skilled, he/she will be subject to an off-cycle observation.
 - B. One pre or post-conference is required to discuss progress on the Professional Growth Plan unless waived by both parties.
 - C. The off-cycle observation (informal walkthrough) shall be unannounced and shall be up to thirty (30) minutes.
 - D. The principal will record his/her observation using the "Walkthrough"

form/tab under the observation type found on the OHIOES site. The principal will notify the teacher when said form is completed.

E. General Provisions

1. Prior to initiating the evaluation process, the principal shall review with the teacher all the forms that will be utilized.
2. The teacher may submit any comment, response, or concern regarding the evaluation as he/she deems necessary.
3. Teacher performance shall be based on the evidence provided by the teacher and on formal observations and walkthroughs by the teacher's assigned evaluator.
4. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
5. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
6. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of the performance assessment shall be documented and supported by evidence collected by the evaluator.
7. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

8. The District shall not use video/audio evidence submitted to ODE by the Resident Educator as evidence to assess teaching performance.
9. All conferences and formal observations shall be scheduled at a mutually agreeable time between the principal and teacher.
10. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, and any school break.
11. No teacher shall be required to complete a self-assessment
12. The forms utilized for evaluation shall be those developed by the Ohio Department of Education for the Ohio Teacher Evaluation System (OTES 2.0), and the Ohio School Counselor Evaluation System (OSCES), or as recommended by the Evaluation Committee. Additionally, the rubrics for media specialists, nurses, and speech pathologists as recommended by the evaluation committee shall be utilized for those teachers in such positions.

F. Professional Growth Plan

1. Following the final summative rating, professional growth plans must be submitted by September 15th each year.
2. The purpose of a professional growth plan is to provide a written plan that focuses on school improvement issues, student achievement, and implementation of measures that contribute to effective teaching.
3. Teachers whose evaluation rating is Accomplished” shall develop a self-directed professional growth plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
4. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

5. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
6. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

G. Professional Improvement Plan

1. Following the final summative rating, professional improvement plans must be completed by September 15th of each year.
2. The purpose of a professional improvement plan is to provide a written plan to improve the teaching performance of a teacher who has been identified as needing assistance in meeting the criterion of effective teaching.
3. The Board shall provide professional development, mentoring/coaching, the allocation of resources to accelerate the growth and improvement and support poorly performing teachers.
4. The improvement plan shall include:
 - a. Specific, measurable instructional practices to be observed;
 - b. Specific, evidence-based resources, and assistance to be provided;
 - c. Clearly articulated timelines for the completion of the plan;
 - d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and
 - e. Shall utilize the form found in **OHIOES**.

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

H. High-Quality Student Data (HQSD)

1. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include value-added progress dimension as one (1) source of HQSD.
2. The Association and the District have agreed to utilize district-determined instruments that teachers may utilize as measures of HQSD. The District Evaluation Committee shall have the authority to select these district-determined instruments for the various grade levels and programs whose teachers are covered by this MOU. The District Evaluation Committee shall also review these district-determined sources of HQSD prior to the beginning of the school year and have the authority to add or remove specific measures. Local sources of HQSD available for teacher choice on his/her evaluation include, but are not limited to, classroom assessments, vendor approved assessments, district approved assessment, rubrics developed by the teacher and/or department/grade level and any other source deemed acceptable by the teacher, administrator, or the Evaluation Committee. A list of district approved or vendor approved assessments will be made available to teachers.
3. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be training on utilization of the assessment program before it is required to be used.
 - a. When utilizing a vendor assessment, the District shall assess the financial impact on the budget and provide a copy to the Association President not less than sixty (60) days prior to the Board consideration.
 - b. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

- c. All new vendor assessments shall be piloted for three (3) years prior to being used as a source of HQSD, subject to the following:
 - i. Participation in the pilot is voluntary
 - ii. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.
 - iii. Teachers participating in the pilot shall be provided released time to train, meet, and reflect on the vendor assessment each year of the pilot.
 - iv. An assessment by the District Evaluation Committee shall occur in May of each school year during the pilot.
 - v. The committee shall provide a recommendation whether to implement the vendor assessment as an HQSD to the Superintendent and Association President by May 1st of the third year of the pilot.
- 4. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
 - a. Knowledge of the students to whom the teacher provides instruction;
 - b. The teacher's use of differentiated instructional practices;
 - c. Assessment of student learning;
 - d. The use of assessment data;
 - e. Professional responsibility and growth.

5. Data obtained from HQSD shall not be used for employment decisions, including but not limited to, tenure consideration, nonrenewal, termination, and reduction in force.
6. HQSD shall not be aggregated to provide “shared attribution” among teachers in a district, building, grade, content area, or other group.

I. HQSD Reviews

1. If a teacher believes there is an error in HQSD that the teacher believes lowers the final rating of the teacher on the annual evaluation, he/she will request a meeting with the assistant superintendent. The teacher and assistant superintendent will investigate and work together to rectify the calculation if possible.
2. Teachers will be provided the opportunity to review the data related to reconciling student-teacher linkage and completing accurate rosters.

J. District Evaluation Committee

1. The District Evaluation Committee that established the evaluation procedure outlined in this Article shall meet annually to review its efficiency and effectiveness.
2. The individuals serving on the Evaluation Committee during the previous school years shall continue in their roles. Should any vacancy occur the Association President shall appoint a replacement for an Association vacancy; the superintendent shall appoint a replacement for an administration vacancy.
3. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.
4. Committee agendas shall be developed jointly by the co-chairpersons of The committee.
5. All decisions of the committee shall be achieved by consensus.

6. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work.
7. Committee Authority:
 - a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
 - b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
 - c. The Board and Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of the same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
 - d. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be subject to ratification by both parties.

K. CHANGES TO OTES PROGRAM

The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the Evaluation Committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article. Any alteration to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

Additionally, the parties acknowledge that placement of this provision as an MOU is intended to provide flexibility to address litigation and/or legislation. Subsequent changes to this provision are subject to negotiations and approval as stated in the paragraph above.

Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with applicable reporting requirements as set forth by the Ohio Department of Education and Ohio Revised Code and with the assurance that the name of, or any other personally identifiable information is transmitted outside of the District.

L. DUE PROCESS

1. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.
2. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.
3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
5. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.
6. The Board shall amend its evaluation policy to conform to the terms of this agreement.

7. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet to within sixty (60) bargain over the impact of the changes. If the parties fail to reach an agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 2 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date

By: _____
Superintendent

KINGS EDUCATION ASSOCIATION

Date

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
KINGS EDUCATION ASSOCIATION**

WHEREAS, the **KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (“Board”) and the **KINGS EDUCATION ASSOCIATION** (“Association”) are parties to a current Collective Bargaining Agreement that became effective July 1, 2023 and shall continue until June 30, 2026; and

WHEREAS, the parties have discussed the need for surveillance/security cameras in the District’s Multi-Disciplinary Classroom (“MD Classrooms”); and

WHEREAS, both the Association and the Board believe there is a need for cameras in the MD Classrooms to provide a layer of protection for MD teachers to gather evidence in the event the District receives a complaint about an MD teacher due to the inability of many of these students to provide information in an investigation; and

WHEREAS, both the Board and the Association have expressed concerns that the cameras are not to be utilized for evaluation purposes and/or for disciplinary investigations or reviewed by administrators independently unless the review is part of an investigation based on an independent complaint or allegation.

NOW, THEREFORE, BE IT AGREED, by and between the Kings Local School District Board of Education and the Kings Education Association as follows:

1. The Board and the Association agree to a trial period during the 2018-2019 and 2019-2020 school years to provide for the installation of surveillance/security cameras in the MD special education classrooms throughout the School District.
2. The Board and the Association agree that data, images, and/or videos obtained from the surveillance cameras may not be utilized as observations and/or walkthroughs for teacher evaluation purposes.

3. The Board and the Association agree that all data, images, and/or videos obtained from the surveillance cameras may not be utilized in the discipline of a teacher unless the data, images, and/or videos are collected as a result of an investigation conducted by the administration after the administration's receipt of a complaint(s) or allegation(s) concerning a teacher's conduct in the classroom or the teacher's interaction with students in his or her classroom. In such case, the Board and the Association agree that Article 25 – Discipline Procedure, will be utilized following the conclusion of an investigation.

4. The Board and the Association agree that all other provisions of the Collective Bargaining Agreement by and between the Board and the Association shall remain in full force and effect.

5. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

6. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

7. This Memorandum shall expire on June 30, 2026.

IN WITNESS WHEREOF, the duly authorized representatives of the **KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **KINGS EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date

By: _____
Superintendent

KINGS EDUCATION ASSOCIATION

Date

By: _____
President

**A JOINT MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
KINGS EDUCATIONAL ASSOCIATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #027**

WHEREAS, the Kings Local School District Board of Education (hereinafter “Board”) and the Kings Educational Association (“KEA”) are parties to a current Collective Bargaining Agreement that became effective July 1, 2023 and shall continue until June 30, 2026; and

WHEREAS, the Board and the Ohio Association of Public School Employees, Local #027 (“OAPSE”) are parties to a current Collective Bargaining Agreement that became effective July 1, 2023 and shall continue until June 30, 2026; and

WHEREAS, the Board’s Insurance Committee consisting of representatives from the administration, OAPSE and KEA have had ongoing meetings in the course of the last six months to explore alternatives to the health insurance plan and to examine potential ways to lower the cost of premiums, reduce loss exposure, and to promote efficiency and economies of scale related to the employees’ health care plan; and

WHEREAS, the Insurance Committee began discussions with Enrollment Management Services (“EMS”) to explore a “cash-in-lieu” of benefit program on a voluntary basis for the employees who are eligible for Board health benefits and who waive said Board-provided health benefits; and

WHEREAS, throughout this Memorandum, the term “bargaining unit” shall collectively refer to both KEA and OAPSE; and

WHEREAS, the purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Board would offer a “Benefit Credit”, which is a type of cash-in-lieu of benefit, through the firm of EMS. Background: EMS works directly with an individual or family to help them understand all of their healthcare options, both in and out of an employer’s group plan. By exploring all available avenues, an individual or family can feel confident that they are taking advantage of the opportunities that will best meet their unique needs. Along with the EMS education and support, the Board would also make “cash-in-lieu” of benefits available across the board to all similarly situated members that waive the group plan. This will be referred to as a “benefit credit” payable as additional taxable compensation. The net result is that a member or their

eligible dependents can be accommodated with a plan of their choice outside of the traditional group plan.

NOW, THEREFORE, BE IT AGREED, by and between the Board, KEA and OAPSE as follows:

1. This Memorandum of Understanding is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Memorandum of Understanding and the governing bodies of the parties' respective counties or municipalities and shall remain in full force until terminated. This Memorandum of Understanding may be terminated, without cause, by either party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
2. The bargaining unit will do its best to encourage members to be informed as to the new benefit options, understanding the program is voluntary and that a member needs to proactively enroll into the "benefit credit" program. To clarify, the members will not be auto-enrolled into the program in the event the member has not enrolled on the group plan. The responsibility to enroll rests entirely on the individual member to follow the steps outlined by EMS to get enrolled into the benefit credit within the specified timelines. Once the member has followed the enrollment procedures (and the required documentation is received by EMS), any benefit credits will begin to be paid on the next available payroll cycle. In the event that a member who has waived the group plan but fails to enroll into the benefit credit program does, at a later date, enroll into the benefit credit program, the amounts are payable going forward. No back payments are due the member as this is a voluntary program and no auto-enrollment requirements are applicable.
3. The Board will establish the new benefit program within the section 125 plan and amend the plan documents to allow for this program. The Board will also be responsible for communicating and making members aware of the new program and how to enroll in a timely manner. As a part of outreach, Human Resources will make referrals to EMS to reach out to members to evaluate options to see if an opportunity exists to improve the member's plan. This outreach will include: New-hires, COBRA, Change Eligibility, Qualified Events, FMLA, and those experiencing an increased utilization. The member will be able to review their situation with EMS and then, depending on their circumstances, take advantage of the new program when the timing is correct based on the individual circumstance. The "Benefit Credit" has two options:
 - A. The Integrated Benefit Credit Program ("Integrated"). This is for members waiving the Board's group plan and enrolled on another ACA-approved employer plan.

Members waiving coverage at Kings Local Schools may be eligible for the following Benefit Credit. Check the box based on your situation.

1) **Cost-based Benefit Credit:** When an eligible member or dependent utilizes another employer-sponsored plan, applies for the Credit and provides the appropriate verification documentation, Kings Local Schools will cover the full payroll deductions or premium costs associated with the alternate plan. _____

2) **HSA Equivalent Funding:** Additional funding intended to replace the HSA funding from Kings Local Schools that is "lost" when a member enrolls with another employer plan.

<input type="checkbox"/> <input type="checkbox"/>	Eligible Members Waiving Coverage	Annual Premium Improvement
	Single Member	\$1,000
	Multiple Members	\$2,000

3) **Integrated HRA:** Medical Out-of-Pocket expenses can be reimbursed once a member has incurred costs above the following limits:

<input type="checkbox"/> <input type="checkbox"/>	Eligible Members Waiving Coverage	Out-of-Pocket Costs Covered Over
	Single Member	\$1,500
	Multiple Members	\$3,000

Integrated HRA coverage is capped at \$5,850 for a single member and \$11,700 for multiple members.

B. The Non-Integrated Benefit Credit Program ("Non-Integrated"). This is for those not enrolled with another employer:

Flat Benefit Credit: Eligible members or dependents who waive coverage at Kings Local Schools and are not enrolled in another integrated employer-sponsored plan can receive the Benefit Credit payments below:

<input type="checkbox"/> <input type="checkbox"/>	Eligible Members Waiving Coverage	Annual Benefit Credit Payment
	Single Member	\$6,000
	Multiple Members	\$12,000

In the future, the Board reserves the right to adjust the formula or benefit structure of the financial help based on the recommendations of the EMS team and consent by the Board's Insurance Committee. In order to receive an in-lieu benefit, the employee must cooperate with EMS and participate in the EMS counseling process.

5. Amendments. Either party may request changes to this Memorandum of Understanding. Any changes, modifications, revisions or amendments to this Memorandum of Understanding which are mutually agreed upon by and between the parties to this Memorandum of Understanding shall be incorporated by written instrument, and effective when executed and signed by all parties to this Memorandum of Understanding.
6. Entirety of Agreement. This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding, through their duly authorized representatives, have executed this Memorandum of Understanding on the days and dates set out below, and certify that they have read,

understood, and agreed to the terms and conditions of this Memorandum of Understanding as set forth herein.

The effective date of this Memorandum of Understanding is the date of the signature last affixed to this page.

KINGS LOCAL SCHOOL DISTRICT

Date

Date

Date

Date

BOARD OF EDUCATION

By: _____
Superintendent

By: _____
Treasurer

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL #027**

By: _____
President

KINGS EDUCATION ASSOCIATION

By: _____
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
KINGS EDUCATION ASSOCIATION**

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Board of Education an incentive to reemploy retired teachers, the **Kings Local School District Board of Education** (hereinafter referred to as the “Board”) and the **Kings Education Association** (hereinafter referred to as “KEA”) hereby agree as follows:

1. This language is totally unique and separate and in no way refers to or applies to current language in the Master Contract between the Kings Education Association and the Kings Local School District Board of Education set forth at *Article 48, Hiring Retirees*. Article 48 of the Master Contract between the Board and KEA shall not be applicable and no provisions of Article 50 shall apply related to the employment of those individuals who elect to retire and be rehired under this Memorandum of Understanding.

2. Employees who are eligible to retire as of June 30, 2023, according to Ohio State Teachers Retirement System experience levels, are guaranteed the option to be rehired on a five-year teaching contract (retire/rehire option). Employees who qualify, according to Ohio State Teachers Retirement System experience levels, in the 2022-2023 school year must utilize the retire/rehire option by providing notice on or before June 30, 2023 of the year of retirement. This notice shall contain a letter of resignation stating that the employee’s resignation is for retirement purposes in accordance with this retire/rehire Memorandum.

This resignation letter will also indicate that such resignation is contingent upon the teacher being rehired under a limited contract in accordance with the provisions of this Memorandum for five (5) years. The effective date of the employee’s resignation shall be no later than June 30, 2023.

During the 2022-2023 school year only, a teacher who qualifies for retirement according to the Ohio STRS experience levels may elect to utilize this incentive. The teacher who has reached the requisite level of experience shall receive a limited teaching contract pursuant to this agreement for a period of five

(5) years.

Employees electing this plan shall not be eligible for any other retirement incentive plan offered by the District. However, employees shall remain eligible for all applicable severance (Article 34) and early notification bonus (Article 35) provided for under the collective bargaining agreement. All relevant language below will be placed in the teacher's individual contract.

- a. The retired/rehired teacher will be placed on the fifth step of the salary schedule then in effect at the teacher's appropriate educational/training level. Hereafter, the teacher will stay at Step Five on the salary schedule for all remaining years of the limited contract but will be eligible for base increases.
 - b. Retired/Rehired teachers will be eligible to participate in any insurance plan offered by the Board of Education.
 - c. Retired/rehired teachers will defer their severance benefit payment until a time when final separation with the District is made. Severance shall be paid according to the Master Contract (Article 34) between the parties at the per diem rate applicable at the time of retirement. If over the course of the additional five (5) years of service, additional sick days are accumulated that would make the employee eligible for additional days of severance, those additional severance days will be calculated at the per diem rate at the time of final separation.
 - d. Retirement will not be considered a "break in service" for retired/rehired teachers when the Board of Education is considering a reduction in force.
 - e. Termination of the contract of retired/rehired teachers shall be in accordance with ORC Chapter 3319.16.
 - f. Retired/rehired teachers shall be members of the Bargaining Unit.
3. Relevant notices must be provided as set forth below:
- a. Employees interested in the retire/rehire option will notify the Board of Education by June 30, 2023 of his or her desire to utilize the retire/rehire option.
 - b. The effective date of the teacher's resignation for retirement purposes shall be no later than June 30, 2023.
4. This Memorandum of Understanding shall be in effect until June 30, 2023

5. Additionally, this Memorandum of Understanding shall be rendered null and void should the Ohio STRS requirements for retirement change or be modified during the term of this agreement. In such an event, the parties shall meet to negotiate changes to this Memorandum of Understanding, if applicable. In the event this Memorandum of Understanding is rendered null and void as a result of changes in the Ohio STRS requirements or Ohio law, such termination of this Memorandum shall not affect any employee who has previously retired and rehired under a limited teaching contract with the Kings Local School District Board of Education under this Memorandum of Understanding.

IN WITNESS WHEREOF, the duly authorized representatives of the **KING LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **KINGS EDUCATION ASSOCIATION** have executed this Memorandum of Understanding on the dates set forth opposite their signature.

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: _____

By: _____

Date: _____

By: _____

KINGS EDUCATION ASSOCIATION

Date: _____

By: _____