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PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN THE

KEYSTONE LOCAL
BOARD OF EDUCATION

- AND -

KEYSTONE LOCAL EDUCATION ASSOCIATION

July 1, 2025 to June 30, 2028

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ARTICLE 1

RECOGNITION AND PROCEDURES

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

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

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

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

Part-time employees shall be those that work less than the hours per day in Article 35, section 1, or who work less than the minimal standard 120 work days in a work year. Part-time employees' salary and benefits shall be calculated by taking minutes assigned divided by the full-time teacher's contractual work day as outlined in Article 35, Section 1.

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

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

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

Section 7. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation.

Section 8. The Board of Education and Association agree that the aforementioned. Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14. Nothing herein shall be construed to preclude the Association's right to strike under O.R.C. 4117.14 (D)(2).

Section 9. If during the life of the contract, bargaining is necessary due to impact, severability, or a specified reopener provision in the Contract, said bargaining shall be in keeping with the provisions of Article 1.

ARTICLE 2

GRIEVANCE PROCEDURE

Purpose

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

Section 1. Definitions

A. A grievance shall mean a claim:

There has been an alleged violation, misinterpretation or misapplication of any provision or provisions of this agreement.

1. "Grievant" shall mean the Association or employee(s) initiating a grievance.

2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

B. The KLEA shall retain the sole right to determine whether a grievance may be filed and/or processed from one step to the next step of the "Formal Procedure" and to be present for the adjustment of any and all grievances.

C. The Association President shall receive copies of all communications provided to the grievant in the processing of grievances.

D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having authority to resolve the

grievance.

E. For purposes of this article "days" shall be construed as work days during the teacher work year and during non-teacher work year, those times in which the Board office is open.

Section 2. Procedural Steps

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

Section 3. Formal Procedure

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

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

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

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

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

Step 2: If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above stated time limitation, the

grievant shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed on the Grievance Filing Form (See Appendix A-1) with the Superintendent within five (5) days from the date of the written disposition or five (5) days from the date such disposition shall have been given in Step 1. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

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

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

Step 3: If the grievant is not satisfied with the disposition of the grievance in Step 2; or if no disposition has been made within the above stated time limitations, the grievant shall notify the Superintendent that the grievance is being appealed to Step 3. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 2. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. The Superintendent has five (5) days to notify the grievant whether or not he/she wishes to proceed with mediation under Step 3 of the grievance procedure. If both parties agree to move forward with Step 3 of the grievance procedure, FMCS shall be contacted and a mediation session will be scheduled at the earliest available date with the affected parties of the Association along with representation, the affected parties of the Board along with the Superintendent and/or designee, and a mediator from FMCS to try to work out an amenable resolution to the grievance. If both parties do not agree to mediation with FMCS over the grievance issue, Step 3 will be waived and the parties will immediately proceed to Step 4 of the grievance procedure. If no amenable resolution is reached in mediation, the grievance will proceed to step 4 of the grievance procedure.

Step 4: If resolution to the grievance is reached in Step 3; or if no disposition has been made within the above stated time limitations, the grievant shall notify the Board that the grievance is being appealed to Step 4. Such written notice must be filed with the Treasurer of the Board within five (5) days from the date the written disposition was given or should have been given in Step 3. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. Not later than the date of the Board's next regularly scheduled meeting, the Board shall meet with the grievant and the Superintendent to review the grievance. The Board will indicate its disposition to the grievance in writing to the grievant within five (5) working days of the Step 4

meeting. Copies shall be distributed to the Association President, the Superintendent, and the appropriate supervisor.

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

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

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

The costs for arbitration shall be borne by the losing party.

Section 4. Time Limitations

A. The time limitations set forth in Steps 1 through 4 of the grievance procedures are considered to be maximum. The time limitations may be extended, however by written mutual agreement of a representative of the Board of Education and of the grievant.

B. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step.

C. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

D. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

E. Meetings and hearings held under this procedure shall be conducted at a time and place mutually agreed upon by the parties involved.

Section 5. Right of Parties

A. The grievant shall be present at all stages of the grievance procedure and may be accompanied or represented by a representative of his or her choosing.

B. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

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

C. The Board and/or administrators shall provide to the grievant upon written request any information, except information required by law to be kept confidential, that the grievant determines is essential to his or her grievance.

D. If a grievance affects a group of teachers in more than one building, the written grievance shall be filed at Step 2. This type of grievance must be initially filed in writing within the time limitations for the filing of a written grievance set forth in Step 1.

ARTICLE 3

TEACHER EVALUATION

Section 1. Purpose

A. To provide a systematic process whereby each staff member may improve the effectiveness of his/her area of responsibility and service to the students.

B. To provide a comprehensive means to review the strengths and weaknesses of individual staff members and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.

Section 2. General Evaluation Procedures (OTES 2.0, OSCES and Non-OTES)

A. Orientation and Training

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

2. All currently employed teachers shall receive training on updates regarding OTES 2.0 each year at the beginning of the school year.

B. Forms

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

C. Criteria

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

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

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

D. Response to Evaluation

1. The employee shall have the right to make a written response/rebuttal to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. The response shall be signed by both parties and retained by the employer. The evaluator's signature on the rebuttal shall verify that the evaluator received the rebuttal but shall not be construed as evidence that the evaluator agrees with the rebuttal.

2. All observations, walk-throughs, and final evaluation documents shall be signed and/or pinned in OhioES by both the employee and evaluator in a timely manner.

E. Personnel Action Requirements

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

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

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

F. Change in Law

If the statutory requirements for OTES 2.0 change during the duration of this contract, the parties agree to enter into a Memorandum of Understanding (MOU) to make changes to the procedure and incorporate said changes into the Agreement.

Section 3. OTES Teacher Evaluation Application

The evaluation procedure contained in this Article applies to teachers who spend fifty percent (50%) of his/her time providing content-related student instruction and who are working under one (1) of the following:

- A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226;
- A permanent certificate issued under ORC Section 3319.222 as it existed prior to September 2003;
- A permanent certificate issued under ORC Section 3319.222 as it existed prior to September 2006; or
- A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting the criteria above are not subject to evaluation under this Article

A. Credentialed Evaluators

Evaluations are conducted by persons holding evaluator credentials established by the Ohio Department of Education. The Superintendent shall

assign a credentialed evaluator to each teacher. Credentialed evaluators assigned by the Superintendent or designee shall be employees of the Board. Reasonable efforts will be made to limit the number of credentialed evaluators assigned to a building to three (3) evaluators.

B. General Guidelines

Evaluations of teachers may utilize multiple measures, including pre and post conferences, formal observations, walkthroughs, and the evaluation instrument. Evaluations will utilize the Teacher Performance Evaluation Rubric (see Appendix) and assign one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

C. Teacher Performance Assessment

An employee's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument. An employee's performance assessment shall be based on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, walkthroughs.

D. High Quality Student Data (HQSD)

1. Each evaluation shall contain at least two (2) measures of high quality student data. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

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

3. HQSD shall be approved by evaluator.

4. Absences

   a. A teacher who has turned in his/her notification by December 1 that he/she is retiring at the end of the school year will not be evaluated.
   b. A teacher who is in year three (3) of Resident Educator Summative Assessment (RESA) shall have the evaluation process waived for that school year, unless the teacher is on a one-year contract or is in the final year of a multi-year contract. Where the evaluation process is waived, the teacher will resume his/her evaluation cycle the following year.

E. Observation Schedule

1.

Full Cycle Staff Requirements	Non-Full Cycle Staff Requirements
Professional Growth Plan complete on October 1 or the first school day after. Evaluator and teacher will review.	Professional Growth Plan complete on October 1 or the first school day after. Evaluator and teacher will review.
One holistic observation followed by a conference. One formal focused observation. A minimum of two classroom walkthroughs.	Accomplished: A minimum of one formal focused observation or two walk throughs. Notification of which choice shall be given to evaluator by October 1. Skilled: A minimum of one formal focused observation.
Teacher has opportunity to request a walkthrough as long as request is made by March 1	Teacher has opportunity to request a walkthrough as long as request is made by March 1
Final Summative Conference	One conference to discuss progress of PGP.
In addition to the minimum required evaluation procedures, it should be clearly understood that additional walkthroughs deemed necessary by the evaluator may be done at any time and do not require any specific pre-conference or specific length of time.	**In addition to the minimum required evaluation procedures, it should be clearly understood that additional walkthroughs deemed necessary by the evaluator may be done at any time and do not require any specific pre-conference or specific length of time.**

2. Teachers on a one-year limited contract or in the final year of a multi-year limited contract who the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.

3. The Superintendent or his/her designee will notify a teacher of his/her assigned evaluator within the first fifteen (15) work days of the school year.

4. Evaluations shall be completed by May 1 and the final summative evaluations will be delivered to the teacher no later than May 10. The teacher's signature on the evaluation shall verify notification to the teacher that the evaluation will be placed in the teacher's personnel file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

F. Forms

The 100% teacher performance measure is based on the Ohio Standards for the Teacher Profession. The Ohio Department of Education approved evaluation forms (See Appendix B) will be used in the formal evaluation process. These forms will be the only forms used in the formal evaluation process. Any revisions to forms shall be approved by the Evaluation Committee and subject to ratification by the Association and approval by the Board.

1. Full Cycle Evaluations

a. Unless otherwise provided for in this Article, each Teacher will be given one summative holistic evaluation each school year including at least two (2) formal observations (compiled from one holistic and one focus area observation each) and at least two (2) walkthroughs by his/her assigned evaluator.

b. A formal observation shall be at least thirty (30) minutes in duration. Observations shall not occur during the first week of school. The first formal observation shall be completed by December 20 unless the teacher's absenteeism, whether approved or unapproved, prevents the evaluator from completing the first formal observation by that date.

c. Absent extenuating circumstances, a pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed. Teachers must pin the pre-conference form twenty-four (24) hours prior to the meeting. If the meeting is held on a Monday, the pre-conference form may be pinned on either Friday, Saturday or Sunday, so long as it is twenty-four (24) hours in advance. The pre-observation conference and pre-observation conference questions can be waived by mutual agreement of the evaluator and the teacher, with the teacher retaining the right to complete both

or either of the pre-observation conference and the pre-observation conference questions.

d. Absent extenuating circumstances, a post-observation conference shall be held within seven (7) workdays after each observation during which the areas of reinforcement and refinement shall be discussed. Teachers shall be provided the observation rubric and rating one (1) work day prior to the post-observation conference. Teachers shall be given the opportunity to provide additional evidence of support during the conference.

e. Formal observations shall be scheduled on a mutually agreeable date and time. A teacher shall respond to his/her assigned evaluator within three (3) workdays of being contacted with his/her preferred dates and times for formal observations. Failure to respond within three (3) work days or to mutually agree upon a date and time by November 1 or the end of the third quarter could result in an assigned date for a formal observation.

f. Walkthroughs

1) A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes in duration by the assigned evaluator.

2) The teacher shall be provided a copy of the walkthrough form (Appendix B) no later than three (3) workdays following the walkthrough.

2. Non-Full Cycle Evaluations (Accomplished/Skilled)

a. In any year that a teacher is not completing a full cycle evaluation in accordance with the process set forth in this Article, a credentialed evaluator as defined in Section 3 (A) of this Article shall conduct one formal focused observation. The teacher will complete the Self-Assessment and the Professional Growth Plan within fifteen (15) days of that observation.

i. Accomplished Rating

A Teacher who received a rating of "Accomplished" on his/her most recent evaluation shall be evaluated in accordance with the process set forth in this Article for a full cycle evaluation once every three (3) school years (Please see chart in Article 3, Section 3 (E) (1); however, teachers who are on a one-year limited contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and will receive at least three (3) formal observations and at least two (2) walkthroughs.

ii. Skilled Rating

A Teacher who received a rating of "Skilled" on his/her most recent evaluation shall be evaluated in accordance with the process set forth in this Article for a full cycle evaluation once every two (2) school years (Please see chart in Article 3, Section 3 (E) (1); however, teachers who are on a one-year limited contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and will receive at least three (3) formal observations and at least two (2) walkthroughs.

G. Professional Growth and Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's performance rating by October 1 or the first school day after.

1. Professional Growth Plans

Bargaining Unit Members with an Accomplished score on their final holistic summative rating will develop a Professional Growth Plan for continuous professional growth and may choose their credentialed evaluator for the evaluation cycle.

Bargaining Unit Members with a Skilled or Developing score on their final summative rating or new to the District will develop a Professional Growth Plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Bargaining Unit Members will develop at least one (1) individual goal on a Professional Growth Plan.

2. Improvement Plans

A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan developed by the evaluator which will have refinement(s) documented in his/her informal or formal observations or evaluation for areas that are below Skilled.

Teachers on an Improvement Plan will have no less than one (1) full semester to make improvements upon noted areas of refinement. A teacher who does not improve or respond to refinement(s) outlined in his/her evaluation may be required to develop an improvement plan directed by his/her assigned evaluator. An improvement plan shall be clearly articulated and include: specific performance expectations, resources and assistance to be provided and timelines for completion of the plan.

H. OTES 2.0 Evaluation Committee

An OTES Evaluation Committee shall meet at the request of either party to lessen inconsistencies, define categories, and address other applicable topics related to the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee shall be comprised of four (4) members appointed by the Superintendent or his/her designee and four (4) members appointed by the Association. The Committee shall make decisions by consensus and shall be advisory only.

I. Testing for Ineffective Teachers in Core Subjects

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

J. Poorly Performing Teachers

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

K. Grievance

Only procedural compliance with the evaluation procedure may be grieved. The substance and conclusions of the evaluation process cannot be grieved.

Section 4. OSCES Counselor Evaluation

The OSCES school counselor evaluation system applies to any person who is employed under a teaching license or a professional or permanent teacher's certificate and who spends time employed providing guidance counseling services within the District.

A. Credentialed Evaluators

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

B. Effectiveness Rating

Counselors shall be assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. This rating will be determined based on 50% counselor performance and 50% metric of student outcomes. The counselor performance rating shall be combined with the metric of student outcomes to produce the summative evaluation rating.

C. Observation Schedule

1. Unless otherwise provided for in this Article, each Counselor will be given one summative evaluation each school year including at least two (2) formal observations and at least two (2) walkthroughs by his/her assigned evaluator.

2. Counselors on a one-year limited contract or in the final year of a multi-year limited contract who the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.

3. The Superintendent or his/her designee will notify a counselor of his/her assigned evaluator within the first fifteen (15) work days of the school year.

4. Evaluations shall be completed by May 1 and the final summative evaluations will be delivered to the counselor no later than May 10. The teacher's signature on the evaluation shall verify notification to the teacher that the evaluation will be placed in the teacher's personnel file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

D. Counselor Performance Calculation

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

1. Full Cycle Evaluations

a. A formal observation shall be at least thirty (30) minutes in duration. Observations shall not occur during the first week of school. The first formal observation shall be completed by December 20 unless the teacher's absenteeism, whether approved or unapproved, prevents the evaluator from completing the first formal observation by that date.

b. Absent extenuating circumstances, a pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed. Teachers must pin the pre-conference form twenty-four (24) hours prior to the meeting. If the meeting is held on a Monday, the pre-conference form may be pinned on either Friday, Saturday or Sunday, so long as it is twenty-four (24) hours in advance.

c. Absent extenuating circumstances, a post-observation conference shall be held within seven (7) workdays after each observation during which the areas of reinforcement and refinement shall be discussed. Counselors shall be provided the observation rubric and rating one (1) work day prior to the post-observation conference. Counselors shall be given the opportunity to provide additional evidence of support during the conference.

d. Formal observations shall be scheduled on a mutually agreeable date and time. A counselor shall respond to his/her assigned evaluator within three (3) workdays of being contacted with his/her preferred dates and times for formal observations. Failure to respond within three (3) work days or to mutually agree upon a date and time by November 1 or the end of the third quarter could result in an assigned date for a formal observation.

2. Walkthroughs

a. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes in duration by the assigned evaluator.

b. The counselor shall be provided a copy of the walkthrough form (Appendix B) no later than three (3) workdays following the walkthrough.

3. Non-Full Cycle Evaluations (Accomplished/Skilled)

a. In any year that a counselor is not completing a full cycle evaluation in accordance with the process set forth in this Article, a credentialed evaluator as defined in Section 4 (A) of this Article shall conduct at least one (1) observation of the counselor and hold at least one (1) conference with the teacher. No pre-conference shall be required prior to the observation. Observations shall be scheduled on a mutually agreeable date and time. A teacher shall respond to his/her assigned evaluator within three (3) workdays of being contacted with his/her preferred dates and times for formal observations. Failure to mutually agree upon a date and time by the end of the third quarter could result in an assigned date for a formal observation.

i. Accomplished Rating

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

If the counselor's metric of student outcomes is lower than average the counselor will be formally

evaluated in accordance with the process set forth in this Article during the subsequent school year.

ii. Skilled Rating

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

If the counselor's metric of student outcomes is lower than average the counselor will be formally evaluated in accordance with the process set forth in this Article during the subsequent school year.

b. A formal observation shall be at least thirty (30) minutes in duration. Observations shall not occur during the first week of school. Formal observations shall be scheduled on a mutually agreeable date and time.

c. Absent extenuating circumstances, a post-observation conference shall be held within seven (7) workdays after each observation during which the areas of reinforcement and refinement shall be discussed. Counselors shall be provided the observation rubric and rating one (1) work day prior to the post-observation conference. Counselors shall be given the opportunity to provide additional evidence of support during the conference.

E. Metric of Student Outcomes

1. The Metric of Student Outcomes is a measure of a counselor's impact on student knowledge, skills, or behaviors in a positive way.

2. The Metric of Student Outcomes shall be collaboratively pre-determined between the counselor and the evaluator.

3. The Metric of Student Outcomes will be selected on the basis that they most clearly reflect the work of the school counselor being evaluated and clearly illustrate a link between the work and the student outcomes. Any dispute as to what measures should be included in the Metric of Student Outcomes will be resolved by the evaluator with input from the counselor.

4. No fewer than two (2) and no more than four (4) Metrics of Student Outcomes shall be pre-determined for any counselor evaluation.

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

F. Professional Growth and Improvement Plans

1. Student Growth

Counselors must develop Professional Growth or Improvement Plans based on the counselor's level of metric of student outcomes in eOSCES.

A counselor whose metric of student outcomes indicates above-expected or expected levels must develop a professional growth plan with his/her assigned evaluator.

A counselor whose metric of student outcomes indicates below-expected levels must develop an improvement plan directed by his/her assigned evaluator. A professional improvement plan shall be clearly articulated and include: specific performance expectations, resources and assistance to be provided and timelines for completion of the plan.

2. Counselor Performance

A counselor with below levels of expectation(s) will have refinement(s) documented in his/her informal or formal observations or evaluation for areas that are below Skilled.

Counselors will have no less than one (1) full semester to make improvements upon noted areas of refinement. A counselor who does not improve or respond to refinement(s) outlined in his/her evaluation may be required to develop an improvement plan directed by his/her assigned evaluator. An improvement plan shall be clearly articulated and include: specific performance expectations, resources and assistance to be provided and timelines for completion of the plan.

G. Poorly Performing Counselors

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

Section 5. Non-OTES Teacher Evaluation

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

A. Evaluation Processes

1. Evaluator

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

2. Informal Observation

a. Definition

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

b. Noted Deficiencies During Informal Observation

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

3. Formal Observation

a. Definition

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

b. Notification

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

c. Observations

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

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

ii. Limited contract employees shall have a minimum of two (2) formal observations. One (1) must take place prior to December 1 and the second must be completed by May 1.

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

iv. Post-observation conference

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

4. Formal Evaluation

a. Definition

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

b. Evaluation Process

i. Conference

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

ii. Final Report

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

Section 6. The Board and the Association agree that to the extent permitted by law the evaluation procedure and provisions shall supersede and are in lieu of the provisions and procedures set forth in O.R.C. 3319.11 and 3319.111 and any other statutory provision or case interpretation that affects or establishes dates, procedures, or provisions for the evaluation of teachers.

ARTICLE 14

VACANCIES AND TRANSFERS

Section 1. General

A. All teachers are subject to annual assignment by the Superintendent of Schools. Recommendations from the building principal and the preference of individual teachers will be considered in making assignments. Teachers will be notified of their assignments by the end of the school year, except in cases of a return from or departure upon an authorized leave of absence by a teacher, a resignation by a teacher, a sudden increase or shift in student enrollment, or other like unexpected occurrences.

Section 2. Vacancies

A. Definition

A vacancy shall be defined as follows:

1. When the Board determines to fill a position as a result of retirement, resignation, transfer, reassignment, non-renewal, leaves of absence (except paid leave or unpaid leave if granted by reason of illness or disability), death, or termination.

2. When a new position is created.

When a vacancy occurs during the school year, the Board may fill the vacancy on a temporary basis, and then post it as an open position for the following school year.

If the Board approves a second consecutive year of a leave of absence for unpaid leave by reason of illness or disability, the Board will fill that position with a teacher employed on a regular one (1) year limited teaching contract.

B. Vacancy Notice and Postings

1. When a vacancy is determined to exist, the vacancy notice shall be posted within ten (10) work days of the occurrence of the vacancy. The vacancy shall be posted on the District website. The President of the Association shall be sent a copy of all posted positions. Certified/licensed staff shall receive an email notice when vacancies are posted. Employees who wish to be considered must have their written requests received in the Superintendent's office by the deadline for application.

2. The posting shall include:

   a. Name of position(s) available
   b. Entry level qualifications
   c. Certification/licensure required.
   d. Location where work is to be performed
   e. Date of Initial Posting
   f. Deadline for application.

3. The posting period shall be for five (5) work days during the school year and seven (7) calendar days during the summer.

4. No vacant position shall be filled using any other method than that stated in this contract.

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

Section 3. Voluntary Transfers

Definition

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

A. Initiating Voluntary Transfer

1. Requests for voluntary transfers shall be in writing or through e-mail within five (5) days of the posting of the vacancy. An employee may make a prior request to be considered for vacancies occurring in the summer and/or holiday vacations by submitting a written request to the Superintendent's office, which includes: position(s) requested, address, and phone number. The Superintendent and his/her designee will contact by telephone or by mail any teacher who is certified/licensed for the position and who has indicated a desire to transfer to a vacant position and has submitted a prior request. Within seven (7) days after the mailing of any notice or telephone contact, a qualified teacher who wants to be given consideration may apply, in writing via email, for such vacancies at the Superintendent's office.

2. Filling of Voluntary Transfer Requests

   Internal applicants will be given equal consideration for any opening for which they may be qualified. Transfers or reassignment will be made after considering certification/licensure, highly qualified teacher status, and length of service in the District. Should more than one (1) bargaining unit member meet the licensure and qualifications criteria as designated in the posting, seniority shall be the final determining factor in the internal filling of a vacancy. The Superintendent shall make all assignments as he/she determines to be in the best interest of the District.

3. Seniority List

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

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

Section 4. Involuntary Transfer

A. Definition

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

B. Making Involuntary Transfer Assignments

1. Involuntary transfers will be made only for just cause.

2. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

3. Involuntary transfers shall not be used to harass any employee.

C. Procedures

1. An involuntary transfer shall be made only after first considering volunteers.

2. Employees shall not be involuntarily transferred without first having an opportunity for a conference with the Superintendent if requested, and being notified in writing at the earliest possible time before the effective date of the transfer. The teacher may be accompanied by a representative of his/her choice (excluding an attorney) in the conference with the Superintendent or his/her designee.

3. After considering training, experience, compatibility with personnel, certification/licensure, teaching ability and the length of service in the District, all transfers shall be made by the Superintendent as he/she determines to be in the best interest of the District. If requested by the employee, the Superintendent shall give a reason for an involuntary transfer. Any employee involuntarily transferred shall be given written reason(s) for such transfer.

4. If an involuntary transfer is to be made during the course of the school year, the teacher to be transferred shall be notified in writing five (5) work days prior to the anticipated date of transfer. Involuntary transfers during the teacher's work year will be made only for just cause and only in extreme emergencies.

5. If there is a question about just cause in B. 2. or C. 3., the issue shall be submitted to expedited arbitration.

6. Employees who have been involuntarily transferred or reassigned shall retain the right to request assignment to open positions as they are posted.

7. Within five (5) days of notification, any teacher involuntarily transferred after May 30, but prior to August 1, may be released from his/her contract upon application to the Superintendent.

8. Any employee involuntarily transferred will have professional development goals for the position being transferred to written into the teacher's Professional Growth Plan at the beginning of the school year. In order to achieve these goals, professional development days can be requested and may be approved.

Section 5. Redistricting

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

ARTICLE 5

LEAVE POLICIES

Section 1. Leave of Absence Due to Illness/Death

A. The Board of Education shall grant teachers in the bargaining unit one and one-quarter (1¼) days sick leave for each month employed. Teachers will accumulate fifteen (15) days of sick leave per year with a maximum accumulation of up to three hundred and twenty (320) days for the duration of the contract.

B. A teacher must submit use of sick leave by submitting a sick leave request through AESOP. Misuse of sick leave is grounds for disciplinary action up to and including termination.

C. Absence because of illness/death in the immediate family will be granted and charged against the accumulated sick leave of the teacher. In general, sick leave may be taken in ½-day or full-day increments. A teacher may make a request verbally or via e-mail to his/her building administrator to take sick leave in ¼-day increments no later than five (5) days prior to the day for which leave is requested. Upon approval from his/her building administrator to take sick leave in ¼-day increments, the teacher shall submit his/her leave request in AESOP.

D. The immediate family shall include husband, wife, children, mother, father, brothers, sisters, grandparents, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandchildren, or any other dependent or

relative living in the same household as the school employee and/or any individual or significant other (stands in place of spouse and must be designated to the Treasurer on or before the first day of school or, if the bargaining unit member fails to designate the individual to the Treasurer on or before the first day of school, the member may designate the individual to the Treasurer on or before January 1) considered an integral part of the family.

E. Any teacher who is unable to perform his/her teaching duties for more than five (5) consecutive work days shall present a physician's statement to the Superintendent within two (2) weeks from the date on which the teacher returns to work before any additional sick leave days shall be granted. Any employee who provides a fraudulent physician's statement shall be subject to discipline up to and including termination.

F. Any teacher who has exhausted all of their sick leave will be advanced up to fifteen (15) days. The teacher using advanced sick leave days shall present a physician statement for each advanced sick leave day used for the absence to be credited as paid sick leave. If the teacher leaves the Keystone District for any reason other than death or disability retirement, the teacher will be required to pay back to the district any of those fifteen (15) advanced days that were unearned.

G. If a teacher does not take sick leave during the current school year, then the teacher shall receive a stipend of three hundred sixty dollars ($360.00). If a teacher takes only one (1) sick day during the current school year, then the teacher shall receive a stipend of one hundred and eighty dollars ($180.00).

H. Sick Leave Bank

1. When a bargaining unit member or his/her immediate family (as defined in section 1(D) of this Article) has a catastrophic illness or injury requiring prolonged hospitalization or recovery and has exhausted all of his/her accumulated sick leave and additional days are still needed, then he/she may request that the additional days be transferred from other teachers with accumulated sick leave. The requesting member shall supply a physician's statement to the Treasurer's office indicating a catastrophic illness/injury/prolonged recovery is necessary.

2. Employees may donate an unlimited number of sick days per school year to the sick leave bank.

3. The donated sick days will be available for use by eligible employees in accordance with the sick leave bank's established guidelines and eligibility criteria.

4. The donation of sick days to the sick leave bank is strictly voluntary Employees who wish to donate sick days must inform the KLEA President, who will then submit the donation list to the Treasurer's Department for processing.

5. Donated sick days that are not utilized by the end of the school year will carry over to the following school year and will stay in the sick bank. They will not be returned to the donating employee.

6. The Association President shall receive a notice from the Board/designee by August 15 with the total number of days in the sick bank carried over from the previous school year and will also receive notice if the sick bank gets below thirty (30) days so members may be solicited for additional donations.

Section 2. Unpaid Leave of Absence Due to Illness

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

Section 3. Extended Leave Policies

A. Military

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

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

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

1. The difference between the gross monthly wage or salary as an employee and the sum of the gross uniform pay and allowances (military pay) received that month.

2. Five Hundred Dollars ($500.00)

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

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

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

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

3. Applied for re-employment within ninety (90) days after termination of active service status.

4. Presents a certificate of satisfactory completion of service and/or an Honorable Discharge.

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

B. Parental Leave

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

a. Leave Rights

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

b. Application for Leave

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

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

c. Time for Filing Application

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

d. Reinstatement Rights

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

2. If the replacement for the teacher was hired from outside the district, then the teacher on leave shall be reinstated to the same position held prior to the leave.

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

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

C. Professional Study

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

Section 4. Short Term Leave Policies

A. Personal Leave

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

1. Personal leave shall not be used the first or last five (5) days of the student school year, unless approved by the Superintendent. Requests will be considered if reason 'a-o' on the AESOP program is stated for the request.

2. All requests shall be submitted on the AESOP program five (5) full working days prior to the day(s) requested. However, this will be waived in cases of emergency.

3. Any violation of this policy may result in loss of pay, suspension, or dismissal.

4. Personal leave shall not be taken for the purpose of outside, gainful employment.

5. Personal leave shall be calculated and deducted by ½-day increments.

6. Personal leave shall be uniformly administered throughout the district.

7. For unused personal leave at the end of the year, the teacher may do any combination of the following:

   a. roll over up to one (1) unused personal day to the next school year (begin the new school year with up to four (4) personal days instead of three (3));

   b. convert any unused personal days to sick days;

   c. receive a stipend of $100 per unused personal day.

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

9. No more than ten (10) teachers per day will be permitted to use personal leave and merit days (combined) unless waived by the Superintendent, at his discretion, due to an emergency. Once approved, personal leave and merit days must be taken by the teacher who requested the same. Requests for personal leave in a given school year cannot be made prior to the start of the first teacher workday that school year.

10. Superintendent may approve up to three (3) days unpaid leave during any school year.

11. Exception reasons for using personal leave during the first/last five (5) student days (must have Superintendent approval):

    a. Settlement of estate
    b. Personal legal problems that cannot be conducted after school or on weekends
    c. Subpoena to court
    d. Religious observation
    e. Home purchase or closing
    f. Emergency - such as auto accident, furnace trouble at home, frozen water pipes, etc.
    g. Interview for full-time employment
    h. Extension of funeral leave or funeral
    i. Extension of serious family illness after all sick leave is used
    j. Extension of sick leave after all sick leave is used
    k. Wedding or graduation of employee or member of immediate family (use definition of immediate family in Section 1, Paragraph D, of this section)

l. School conference or state or national competition of employee's own children or grandchildren
m. Transportation of employee's immediate family to/from college
n. Attendance at graduation exercise for high school or beyond high school involving an employee, employee's spouse, or children of an employee or grandchild of the employee
o. Attendance at ceremonies where the employee or member of his/her immediate family is receiving an award of major significance
p. Or other situations at the Superintendent's discretion.
q. If a personal day is not approved, a request for an unpaid day may be approved to extend a holiday at the Superintendent's discretion.

B. Merit Day

1. Any certified teacher, who has accumulated one hundred thirty (130) days of sick leave as of the second pay in June, for each year of this contract, will receive one (1) merit day, for each year of this contract. If the teacher has accumulated two hundred sixty (260) days of sick leave as of, the second pay in June each year of this contract, he/she will receive a total of two (2) merit days, for each year of this contract. These days may be used for any reason and not counted against any leave usage. No more than five (5) teachers district wide may use a merit day on any given day. This day shall be approved on a first-come first-granted basis.

2. All requests for the merit day shall be submitted on the approved form five (5) full working days prior to the merit day request. However, in the event of an unusual circumstance, the employee shall contact the Superintendent who will make a reasonable effort to permit the merit day without the five (5) day notice.

3. The merit day is not cumulative.

4. A teacher shall receive a stipend of $100 per each earned merit day that is not used in the previous school year.

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

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

D. JuryeDuty

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

E. Professional Leave

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

ARTICLE66

FAMILY AND MEDICAL LEAVE ACT

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

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

recuperation leave during a period of deployment.);

- Post-deployment activities; or
- Additional activities not encompassed in other categories, but agreed to by the employer and employee.
- Military Caregiver
- In addition to the types of leaves listed above, an eligible employee who is the spouse, child, parent or next of kin (i.e., nearest blood relative) of a current member of the armed forces with a serious illness or injury incurred in the line of duty may take up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member.
- The time period for the twenty-six (26) weeks begins on the first day of leave. Such leave may be taken only once per injury and is available only while the service member remains in the military.

A. The teacher shall apply in writing to the Superintendent or designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if the leave request was foreseeable. The written application, requiring the Superintendent's approval, shall specify the proposed dates the leave is to commence and to terminate, with every attempt being made to select those dates least disruptive to the educational process and the district operations. The Board may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if the teacher requests a medical leave. Pursuant to the Act, the employer, at its own expense, may require a second medical certification by a medical provider of its choice.

B. While on family medical leave, the teacher will continue to receive the same group health coverage that the teacher had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each teacher had before beginning the teacher's leave.

C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves the following:

- inpatient care in a hospital, hospice, or residential medical facility; or
- continuing treatment by a health care provider.

D. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the teacher shall continue to accrue sick leave.

E. Once the leave is approved by the Superintendent and the Board, it may be altered

or canceled with the approval of the Superintendent, the Board, and the applicant.

F. The taking of intermittent leave, leave on reduced leave schedule, and leave near the end of an academic term shall be governed by the Act.

G. FMLA leave shall run concurrently with any and all paid leaves.

H. Upon expiration of FMLA leave, the bargaining unit member will be restored to the employee's former position with seniority status and pay, unless circumstances of the School District have so changed as to deem this as impossible (i.e., Reduction in Force).

ARTICLE 7

PERSONNEL FILES

Section 1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be as confidential as permitted by law. A request for access shall be scheduled through the Superintendent. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.

Section 2. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.

Section 3. Teachers may challenge the relevancy, accuracy, timeliness, or fairness of file information through the grievance procedure filed at the Superintendent's level.

Section 4. An incident which has not been reduced to writing within fifteen (15) work days of the Administration's knowledge of its occurrence, may not later be added to the file.

Section 5. The contents of the file are limited to work related activities, discipline and routine financial or personnel data.

Section 6. All entries in the personnel file must be signed and dated by an administrator.

Section 7. Derogatory material without foundation from parents or others outside the educational field shall not be placed in building or central office personnel files. Anonymous documents shall not be placed in any file.

Section 8. The teacher shall be entitled to a copy of any material in his/her file. Teachers may have a copy of any item in their file at no cost. If the Association is asked to file a grievance on behalf of the teacher, then the Association shall also be entitled to a

copy of any material in his/her file on written request from the teacher involved, to the Board office.

Section 9. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file and have an opportunity to review their file at that time. An individual requesting to see an employee's file shall be granted access to the file consistent with timelines specified in public records law. Every effort will be made to notify the employee that a request has been made to view the file as soon as the request is received.

Section 10. An employee may request information be removed from his/her personnel file or dispute the accuracy, relevancy, or timeliness of the information. Information shall be removed upon mutual agreement of the professional staff member and the administrator making the entry or the Superintendent consistent with the requirements and regulations of public records. No information removed from personnel files shall be destroyed contrary to state law.

Section 11. The Board shall encourage complaints from the public against professional staff members to be heard in executive session if it becomes necessary for the Board of Education to become involved.

Section 12. The procedures herein shall take precedence over and supersede the provisions of O.R.C. Chapter 1347.

ARTICLE 8

ASSAULT PROTECTION

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

Section 2. Following a threat or assault, the teacher shall, if able, make an immediate verbal statement to the building principal. Within thirty-six (36) hours, if able, the teacher will also provide to the building principal a written, formal statement describing the incident.

Section 3. Assault leave shall not be granted if it is found by a court of competent jurisdiction that the teacher(s) committed a criminal assault.

Section 4. The building principal will thoroughly investigate and communicate with the persons involved.

Section 5. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:

A. The employee returns to work.

B. Sixty (60) days elapse.

C. The employee begins to receive retirement benefits under an Ohio State Retirement System.

D. The employee resigns.

ARTICLE 9

NON-RENEWAL

Section 1. Limited Contracts

A. First and Second One Year Limited Contracts

The Superintendent or his/her designee may non-renew teachers on a one-year limited contract. The Superintendent shall provide in writing and discuss the reason(s) for non-renewal for the teacher prior to official action of the Board not to renew the limited contract. The Superintendent shall give such written notification on or before May 10.

B. Third One Year and/or Multi Year Limited Contracts

The Superintendent or his/her designee shall provide in writing and discuss the reason(s) for a recommendation for non-renewal with the teacher prior to official action of the Board not to renew a limited contract. Such reason(s) shall be for just cause. The Superintendent shall give such written notification on or before May 10. Prior to any non-renewal, the affected teacher shall be advised by the evaluating administrator of the deficiencies forming the grounds for non-renewal and the teacher given the opportunity to correct such deficiencies.

Section 2. If after the conference with the Superintendent, and a recommendation of non-renewal is to be presented to the Board of Education, the teacher shall have the right to request a meeting before the Board. Such request shall be in writing and submitted to the Treasurer within five (5) work days of the date of the conference with the Superintendent. The Board shall grant the teacher a meeting prior to taking any official action on the non-renewal recommendation.

Section 3. The Board meeting shall take place within fifteen (15) calendar days after the Treasurer receives such request. The teacher involved in such a meeting before the

Board shall have the right to have a local representative and an O.E.A. representative at said meeting if he/she so desires. If a representative for the teacher is present, the representative shall have the right to address the Board.

Section 4. The Board hearing shall be conducted by a majority of the members of the Board in executive session unless the parties agree to hold the hearing in public.

Section 5. On or before June 1, the teacher will be notified of the Board's decision.

Section 6. Failure to observe the provisions of this Article shall deem such teacher to be re-employed for the succeeding year.

Section 7. The Board and the Association agree that to the extent permitted by law the foregoing procedure and provisions shall supersede and are in lieu of the provisions and procedures set forth in O.R.C. 3319.11.

ARTICLE 10

ACADEMIC FREEDOM

Section 1. The teacher shall use good judgment in selecting supplemental materials, and methods to be used in the classroom.

Section 2. Supplemental books and resource person(s) shall be approved by the building principal prior to their use.

Section 3. Any academic work assigned to students for disciplinary reasons is to come only from his/her/their teacher of record.

Section 4. Academic Freedom shall comply with all applicable State and Federal Laws. The Board/designee shall engage in good faith discussions with the Association regarding any changes to Academic Freedom policies that impact working conditions.

ARTICLE 11

ASSOCIATION RIGHTS

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

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

Section 2. The building representatives of the Association in each building shall have the use

of a bulletin board designated for Association business. The bulletin board shall be located in the teachers' lounge. No partisan political material shall be placed on such bulletin board.

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

A. Association dues:

The Association may at any time deliver to the Board signed authorization forms requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect from year to year unless said Association gives written revocation notice to the Treasurer of the Board to discontinue such deduction prior to September 15 of any school year, or employment with the Board terminates.
Such deduction shall be made in equal amounts, beginning with the next pay period after the authorization form is submitted to the Treasurer of the Board. In order to qualify for the next pay period, the form must be submitted by Monday morning at 10:00 a.m. as listed on the pay schedule for that pay period. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount of each said teacher. The Association agrees to hold harmless the Board of Education, its agents and employees.

B. Credit Union

C. United Appeal

D. Tax Sheltered Annuities

E. Political Contributions

F. K.E.E.P.

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

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

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

Section 6. The Association shall receive notice of any regular or special Board meeting at the

same time as the news media is notified.

Section 7. The Association shall have the right to participate at the orientation meeting for new professional staff members, including the right to place a letter in the Superintendent's packet informing new teachers of the recognized Association.

The Board shall provide the Association President with the names, addresses, phone numbers, and building assignments of all new bargaining unit employees within five (5) work days following Board action.

Section 8. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or participation/nonparticipation in any of its activities.

Section 9. Unless clearly delineated and/or restricted herein, all professional staff members shall maintain their rights under the law.

Section 10. Three (3) minutes of time will be allotted at the end of each school faculty meeting for representatives of the Association to make announcements.

Section 11. The Association shall be sent an advance copy of the agenda of each Board meeting, and non-confidential appendices including previous Board meeting minutes to be discussed, at the same time it is sent to the Board of Education members.

Section 12. The Association President and the Labor Relations Consultant shall have the right to visit schools. Either prior to or immediately upon the arrival of the representative at any school, the representative shall advise the principal or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission shall not be denied but may be delayed only if the visit, at the time desired, would interfere with the regular teaching duties of the professional staff member(s) to be contacted. Visits that are made to discuss special problems of a professional staff member(s) with the principal must be arranged in advance with the principal or, in the principal's absence, with the acting building administrator.

Section 13. An up-to-date copy of the Board Policy Manual shall be made available to all staff via the school district's website.

Section 14. Upon reasonable written request, up to five (5) minutes of time will be allotted on the Board agenda prior to the public participation on agenda items for an officer of the Association to address the Board of Education.

Section 15. An Association member from each building will be on each in-service agenda for the Association.

Section 16. A minimum of thirty (30) minutes will be allotted on each in-service agenda for the Association.

Section 17. Upon the approval of the Superintendent, the President of the KLEA shall receive one (1) period a week for the conducting of his/her office. This may include meetings with the Superintendent or his/her designee; meetings with other members concerning KLEA business; meetings with OEA representative(s); or any other KLEA business. This period will not be one of the regular plan periods of the President which is used for classroom preparation.

ARTICLE 12

DISTRIBUTION OF THE AGREEMENT

The Agreement shall be shared electronically by the Board and the Association. Each member of the bargaining unit shall receive a copy of the new Agreement from the Association on the first teacher workday and this copy becomes the property of the bargaining unit member. New employees shall receive a copy of the Agreement on his/her first workday. The Association and the Board have the right to copy the Agreement if they choose to do so.

ARTICLE 13

CLASSROOM CONDITIONS

Section 1. Instructional personnel, maintenance, and cleaning personnel will be instructed to check rooms daily for minor needed repairs or placements and to report them in writing to their supervisor who will follow up on the repair work.

Section 2. Each student in a class, homeroom held in a classroom, and/or study hall will be provided a study area consisting of a table and/or desk and chair.

ARTICLE 14

TEACHERS' SALARY SCHEDULES

Section 1.

July 1, 2025 to June 30, 2026	$ 42,443 (3.25% increase)
July 1, 2026 to June 30, 2027	$ 43,716 (3% increase)
July 1, 2027 to June 30, 2028	$ 45,027 (3% increase)

Section 2. Supplemental salaries will be paid according to the above base salaries as per the supplemental salary schedules.

Section 3. The above base salary will be used on the salary index attached.

Section 4. Extended service shall be paid on a per diem basis (the teacher's base salary divided by 184 days). All extended service time (days beyond regular school year) will be calculated into the yearly salary and paid every two (2) weeks.

Section 5. Tutoring, home bound instruction, and summer school teaching rates shall be established by taking the base salary (BA — step 0) divided by the number of days per year and then divided by the teacher's work day hours.

Section 6. Teachers shall be paid semi-monthly over twenty-four (24) pays on the 15th and the 30th of each month. If either of these dates falls on a weekend or holiday, the pay day will fall on the prior workday.

Section 7. All teachers employed by the Board of Education shall be paid via direct deposit and shall receive their pay stubs via e-mail. These direct deposit statements will be void of complete social security number.

Section 8. Approved mileage reimbursement will be at the current IRS rate.

Section 9. All teachers are subject to annual assignment by the Superintendent of Schools. Recommendations from the building principal and the preference of individual teachers will be considered in making assignments. Teachers will be notified of their tentative assignment and their salary on a salary and assignment notice from the District Treasurer by the end of the school year.

Section 10 Employees who have met the requirements below to shift columns on the salary index/salary schedule of Appendix C should complete the form contained in Appendix E and submit it to the Board office according to the parameters outlined on the form.

A. Eligible coursework must align with the employee's current position or area of licensure;

B. Professional growth in curriculum, instruction or leadership within the field of education;

C. Advancement toward an additional endorsement, certification, or administrative credential that enhances the employee's effectiveness within the district.

Section 11 Teachers of College Credit Plus (CCP) courses shall be paid an additional stipend at the end of each semester, based on enrollment numbers at the end of each semester for each course, as listed:

0-5 students	$0
6-9 students	$150.00
10-14 students	$250.00
15+ students	$500.00

ARTICLE 15

SUPPLEMENTAL POSITIONS

All supplemental positions shall have a Board adopted job description.

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

Section 1. Step placement is determined by the upcoming year of experience at that position indicated by the contract. Anyone holding a supplemental contract who reaches ten (10) consecutive years in the same supplemental will earn a longevity bonus of $300.00 with a subsequent longevity bonus every third year thereafter. A member eligible for a longevity bonus must notify the Treasurer's office of his/her eligibility at the time of signing the supplemental contract.

POSITION	Step 1	Step 2	Step 4	Step 7
Fall Faculty Manager (2)	.035	.035	.035	.035
Winter Faculty Manager	.035	.035	.035	.035
Head Varsity Football	.16	.175	.20	.230
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Assistant Varsity Football	.09	.105	.13	.150
Head Freshman Football	.08	.085	.095	.120
Assistant Freshman Football	.075	.08	.09	.115
Head Eighth Football	.065	.07	.085	.105
Assistant Eighth Football	.055	.06	.075	.085
Head Seventh Football	.065	.07	.085	.105
Assistant Seventh Football	.055	.06	.075	.085
Head Boys' Soccer	.12	.135	.155	.185
Assistant Varsity Boys' Soccer	.07	.08	.095	.115
JV Boys' Soccer	.075	.085	.105	.125
Head Girls' Soccer	.12	.135	.155	.185
Assistant Varsity Girls' Soccer	.07	.08	.095	.115
JV Girls' Soccer	.075	.085	.105	.125
Head Varsity Volleyball	.12	.135	.155	.185
Assistant Varsity Volleyball	.07	.08	.095	.115
Junior Varsity Volleyball	.075	.085	.105	.125
Head Freshman Volleyball	.065	.07	.085	.105
Head Eighth Volleyball	.055	.06	.075	.095
Head Seventh Volleyball	.055	.06	.075	.095
Head Varsity Boys' Golf	.07	.08	.095	.125
Head Varsity Girls' Golf	.07	.08	.095	.125
Bowling	.07	.08	.095	.125
Asst. Bowling Coach	.055	.06	.075	.095
Comic Book Club	.02	.025	.03	.035
Head Varsity Cross Country	.12	.135	.155	.185
Middle School Cross Country	.055	.06	.075	.095

POSITION	Step 1	Step 2	Step 4	Step 7
Assistant Cross Country	.07	.08	.095	.115
Head Varsity Boys' Basketball	.16	.175	.20	.230
Assistant Varsity Boys' Basketball	.085	.09	.105	.125
Junior Varsity Boys' Basketball	.09	.095	.115	.135
Head Freshman Boys' Basketball	.075	.08	.095	.115
Head Eighth Boys' Basketball	.06	.065	.085	.105
Asst. Athletic Director (22-23 only)	.10	.11(step 2)	.12	.13
Head Seventh Boys' Basketball	.06	.065	.18	.105
Head Varsity Girls' Basketball	.16	.175	.20	.230
Assistant Varsity Girls' Basketball	.085	.09	.105	.125
Junior Varsity Girls' Basketball	.09	.095	.115	.135
Head Freshman Girls' Basketball	.075	.08	.095	.115
Head Eighth Girls' Basketball	.06	.065	.085	.105
Head Seventh Girls' Basketball	.06	.065	.085	.105
Head Varsity Baseball	.12	.135	.155	.185
Assistant Varsity Baseball	.07	.077	.09	.110
Junior Varsity Baseball	.075	.08	.095	.115
Freshman Baseball	.06	.065	.085	.105
Head Varsity Softball	.12	.135	.155	.185
Assistant Varsity Softball	.07	.077	.09	.110
Junior Varsity Softball	.075	.08	.095	.115
Freshman Softball	.06	.065	.085	.105
Middle School Head Girls' Softball	.06	.065	.08	.100
Head Varsity Track	.12	.135	.155	.185
Assistant Varsity Track	.075	.08	.095	.115
Assistant Varsity Track	.075	.08	.095	.115
Head Middle School Track	.06	.065	.08	.100
Assistant Middle School Track	.05	.055	.07	.080
Assistant Middle School Track	.05	.055	.07	.080
Head Varsity Wrestling	.12	.135	.155	.185
Assistant Varsity Wrestling	.07	.08	.095	.115
Junior Varsity Wrestling	.075	.09	.105	.125
Head Middle School Wrestling	.075	.08	.095	.115
Assistant Middle School Wrestling	.065	.07	.085	.095
Varsity Cheerleader Advisor-Fall	.05	.06	.07	.09
JV Cheerleader Advisor-Fall	.035	.04	.05	.06
Varsity Cheerleader Advisor-Winter	.05	.06	.07	.09
JV Cheerleader Advisor-Winter	.035	.04	.05	.06
Middle School Cheerleader Advisor	.045	.05	.06	.080
Dance Team	.02	.025	.03	.035
High School Marching/Pep Band	.115	.13	.15	.180
Assistant Marching/Pep Band	.055	.06	.075	.095
Flag Corps Advisor	.05	.055	.065	.085
HS Yearbook Advisor	.07	.080	.095	.110
Middle School Memory Book Advisor	.04	.045	.055	.075
Middle School Drama Club	.045	.05	.06	.080
High School Drama Club	.045	.05	.06	.080
High School Student Council	.05	.055	.07	.090

POSITION	Step 1	Step 2	Step4	Step 7
Middle School Student Council	.035	.04	.055	.075
Elem.School Student Council	.02	.025	.03	.035
National Honor Society Advisor	.03	.035	.04	.060
Senior Class Advisor	.05	.055	.06	.070
Junior Class Advisor	.05	.055	.06	.070
Sophomore Class Advisor	.03	.033	.036	.042
Freshman Class Advisor	.03	.03	.03	.042
Academic Challenge Advisor	.04	.045	.055	.070
Spanish Club	.02	.025	.03	.035
FCCLA	.02	.025	.03	.035
Environmental Club	.02	.025	.03	.035
Vocal Contest Director	.04	.045	.06	.080
Instrumental Contest Director	.04	.045	.06	.080
Weight Rm. Supervisor per 9 wk. period	.02	.02	.02	.020
Art/Vocal/Instrumental Performance	.004	.004	.004	.006
Instrumental Parade Days	.005	.005	.005	.007
Middle School Jazz Band	.03	.035	.045	.050
Website Maintenance	.1[illegible]	.12	.14	.15
Mock Trial	.03	.035	.04	.06
Gifted Coordinator	.20	.24	.26	.28
District Communications	.1[illegible]	.12	.14	.15
CPI Instructor Stipend	$1500			
Outdoor Learning Camp	$500 per staff member			
Overnight Trip (D.C.)	$500 Lead staff; $300 staff member chaperone (1:25)			
Overnight Trip (Europe)	$500.00 Lead staff member			
Overnight Trip (Band/Choir)	$500.00 Lead staff member			

Section 2. Supplemental salaries shall be computed by multiplying the base salary for a beginning teacher with a Bachelor's degree times the index multiple.

Section 3. Any promotion within a specific category or sport shall not result in a reduction (decrease) in the index multiple from the "promoted from" position. There will be no credit given for years of experience at position category levels below that of the "promoted to" position.

Section 4. All supplemental contracts held by individuals not employed as regular teachers and all supplemental contracts whose duties are not completed by April 30 shall expire on the date listed on the contract. No written notification on non-renewal of supplemental contracts is necessary.

Section 5. All supplemental pay shall be issued via direct deposit with contract holders receiving 50% of their pay midway through their season or contract period. The end of the first semester being the halfway point of year-long contracts. The remaining 50% of their stipend will be paid when their regular contract duties end and voucher signed. Midpoint of contract duration will be determined by the Board and KLEA prior to the start of the new school year. Contract holders shall receive pay stubs via e-mail.

Section 6. Providing the Board intends to hold the activity, the supplemental position involved shall be filled by the start of the activity. Should the student participation level in an activity decrease to the extent that the activity cannot be reasonably continued, the Board shall be able to cease the activity, suspend the contract, and pay the member only the amount that had been earned. The head coach of the activity, athletic director, and building principal shall meet prior to ceasing the activity to discuss the overall direction of the program.

For all supplemental positions other than those specifically identified below, where the full regular season or performance schedule if reduced due to calamity, epidemic, or pandemic, supplemental pay for those positions will be reduced as follows:

Percentage of Regular Season/Performance Schedule Completed	Percentage of Supplemental Salary Paid
50.1%-100%	100% of Supplemental Salary
1%-50%	66.66% of Supplemental Salary
0%	33.33% of Supplemental Salary

The foregoing paragraph shall be inapplicable to the following supplemental positions, and the members holding the following supplemental positions are expected to fully comply with their supplemental contracts and receive full supplemental pay:

- Fall Faculty Manager
- Winter Faculty Manager
- High School Yearbook Advisor
- Middle School Memory Book Advisor
- High School Student Council
- Middle School Student Council
- Elementary School Student Council
- National Honors Society Advisor
- Senior Class Advisor
- Junior Class Advisor
- Sophomore Class Advisor
- Freshman Class Advisor
- Website Maintenance
- Gifted Coordinator
- District Communications

Section 7. The KLEA and the Board shall establish a Local Professional Development Committee (LPDC). For all meetings, training and work beyond the school day, bargaining unit members shall be paid per the current negotiated home bound tutor rate.

Section 8. A daily contract will be issued to those directors of musical/visual arts groups

which put on an evening or non-school (non-paid day) program or performance for the public.

Section 9. Mentor Program

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

Section 10. Ticket Takers, Score Board Operators and Public Address Announcers shall be paid $20 per game in accordance with Board Policy.

Section 11. Professional Development days will be allotted to coaches and advisors so that head coaches and advisors shall receive two (2) days and assistant coaches and advisors shall receive one (1).

ARTICLE 16

RETIREMENT ISSUES

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

A. Payment shall be for 1/3 of the teacher's accumulated sick leave days but not to exceed eighty (80) days, at the employee's daily rate of pay.

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

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

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

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

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

Section 6. Retirement Incentive Bonus

A. Criteria

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

1. At least five (5) years of service with the Keystone Local School

District.

2. Meet retirement eligibility criteria according to state employee retirement systems.

3. Retire at first eligibility with unreduced benefits from STRS and provide Treasurer with documentation of the number of years of service credit from state employee retirement system in which they plan to retire.

4. Submit a binding letter of resignation by April 1 of their last year of employment.

5. Retires no earlier than the last day of school in that year and no later than June 30.

6. The Superintendent may approve a retirement date outside the range stated in Section 6. A. 4. & 5. for extenuating circumstances provided the employee notifies the Superintendent of his/her intention to retire at least 90 days in advance of the retirement date. These extenuating circumstances include, but are not limited to, the employee requires less than 30 days of service credit in the school year to meet retirement guidelines, spouse is transferred out of state, the employee has a partial year of service credit and will earn 30 or 35 years of service credit prior to June 30, or other significant life events.

B. Bonus payment calculation for an employee retiring at first eligibility with reduced or unreduced benefits from STRS who notifies the Superintendent in writing by September 1st that he/she is contemplating retirement during the school year shall be entitled to the following:

1. Payment at fifty percent (50%) of the teacher's daily rate for accumulated and unused sick leave days during the last year of employment, not to exceed fifteen (15) days. Last year is defined as the time period from July 1 through June 30.

2. Payment shall be for one-half (½) of the teacher's unused personal leave during the last year of employment (July 1 through June 30), at the employee's daily rate of pay.

C. In addition to items stated in B. above, employees retiring at first eligibility with unreduced benefits from STRS shall also be entitled to the following:

1. A cash payment of fifteen thousand dollars ($15,000) and;

2. A cash payment of four hundred dollars ($400) per year of documented service to Keystone Local School District.

a. Ohio STRS Service Credit Report shall be used to document service credit to Keystone Local School District.

b. The per year of service cash payment is a benefit and is subject to the provisions of Article 1, section 1 related to part time service. Partial years of service credit to Keystone Local Schools will be prorated in bonus payment calculation.

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

ARTICLE 17

ELIGIBILITY FOR RE-EMPLOYMENT OF AN STRS RETIRED TEACHER

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

1. An Association teacher wanting consideration for re-employment in a teaching position after STRS eligibility for retirement shall make a written request to the Superintendent by April 1. Similarly situated teachers of other school districts shall apply through the normal application process. The teacher shall send to the Association President a copy of the teacher's written request.

2. The Board shall schedule a meeting to consider the teacher's request no later than seventy-five (75) days after the Superintendent's receipt of the written request.

3. The Superintendent shall notify the teacher no later than forty-five (45) days from the date of receipt of the written request whether the Superintendent is going to recommend and/or the Board is going to employ the teacher for re-employment after retirement.

4. Within fifteen (15) calendar days of teacher's effective date of retirement, the teacher may withdraw the teacher's STRS retirement request by written notice to the Superintendent, should the teacher not be recommended for hiring after retirement.

5. The decision of the Superintendent or the Board not to re-employ the retiring teacher or similarly situated teacher shall not be subject to court action and/or the grievance procedure.

6. A bargaining unit position may be filled by a re-employed retired teacher only after the vacancy has been posted and no current bargaining unit member applied for or was qualified to fill the position.

7. A re-employed teacher or a teacher similarly situated shall not be entitled to any severance beyond what the teacher was paid when the teacher accepted STRS retirement.

8. A re-employed teacher shall be granted, for salary purposes, service credits at the current educational column at the time the teacher retired with a maximum of ten (10) years of service credit. A teacher employed from another school district shall be placed on the salary schedule pursuant to the criteria stated within the Collective Bargaining Agreement.

9. A bargaining unit member re-employed shall be credited with zero (0) years of seniority. Retired teachers employed from without the School District will be treated for seniority purposes as all newly hired teachers.

10. Insurance eligibility for all re-employed teachers shall be governed by the Collective Bargaining Agreement. All re-employed teachers shall not be eligible for insurance coverage if only hired under a supplemental contract.

11. The contract of employment for teachers re-employed from the School District shall be a limited contract for one (1) year. Teachers from outside the School District shall be re-employed on a one (1) year limited contract. If not renewed, the contracts of employment of re-employed teachers shall automatically expire on the date listed therein without the need for compliance with O.R.C. Sections 3319.11 and 3319.111.

12. Re-employed teachers are not eligible for continuing contract status during any period of re-employment with the School District.

13. For purposes of Reduction-in-Force, all re-employed teachers shall be construed as the least senior members of the bargaining unit.

14. The Board will not re-hire retired employees that would preclude a laid-off member from being recalled.

ARTICLE 18

ADMINISTRATIVE POLICY

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

ARTICLE 19

TEACHER DRESS CODE

All teachers shall dress in a modest and professional manner and wear apparel appropriate to their

particular teaching position. Jeans or other attire may be worn on days approved by the administration.

ARTICLE 20

MEETINGS PRIOR TO OR BEYOND THE CONTRACT DAY

All meetings required of a faculty member outside of the contractual day shall be limited to a maximum of sixty (60) minutes of meeting time per month, except during the first week of school or in case of an emergency. Such meetings shall be scheduled either in the morning prior to the student day or in the afternoon seven (7) minutes after the student day. Teachers shall be given written notice five (5) calendar days prior to the day of the meeting, except in the case of an emergency. No morning meeting shall be scheduled before 8:00. No afternoon meetings will extend beyond 4:30 with the exception of the once-a-month early release day as listed on the Board Approved calendar, which will not extend beyond 4:45e Bargaining unit members attending meetings exceeding sixty (60) minutes beyond the contractual day per month shall be paid additional compensation based on the currently specified tutor rate paid in quarter hour increments (see Appendix "C" for current tutor rate).

ARTICLE 21

TEACHER WORK YEAR

Section 1. The teacher work year shall consist of 1,335 hours over a period of time not to exceed 184 days and shall include the following:

1 Teacher Opening Day (first work day for teachers)
3 Teacher Records

The 184 days worked by school counselors may differ from the 184 days worked by teachers to accommodate the Board's operational need. School counselors will have the option of requesting up to five (5) days of flextime during the regular school year. Approval of any flextime days will be at the discretion of the Superintendent. Any flextime days allowed will be made up at the end of the regular school year.

Opening day will be an all-day in-service with time allocated for a KLEA meeting. If calamity days cause the District to fall below the minimum hour thresholds set forth in R.C. 3313.48 and/or any other applicable law, make up days and/or hours will only be used to meet the minimum number of hours required by the State Department of Education or State Legislature.

Section 2. By November 1 each year, the KLEA President and a designee and the Superintendent and a designee will meet to develop at least two (2) school year calendar options that meet with the requirements of Ohio law on school year calendars. The team may develop school calendars for a two (2) year increment of time. The school calendar(s) will total one thousand three hundred thirty-five (1,335) teacher work hours and comply with the provisions of Section 1 of

this Article. The KLEA President shall poll all KLEA employees of the District regarding the school calendar(s) alternatives, with the KLEA President tallying the results. The alternative receiving the most votes will be presented to the Board by the KLEA President or designee and the Superintendent or designee.

Section 3. One (1) non-work day, formerly NEOEA Day, shall be placed in the calendar each yeare Professional Development time can be requested to attend NEOEA Day activities.

Section 4. Teachers shall attend Open House

Section 5. Each school year, conferences for the following school year will be determined by the Building Leadership Teams by May 1 and reported to the Superintendent/designee for parent notification. The Wednesday prior to Thanksgiving and the Friday prior to President's Day will be Comp Days for conference nights

Section 6. By the final records day of each school year, teachers shall receive their tentative class schedules and class lists for the following school year pending no major state or federal funding changes that prohibit those schedules from moving forward.

ARTICLE 22

MULTI-YEAR TEACHING CONTRACTS

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

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

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

ARTICLE 23

ELIGIBILITY FOR A CONTINUING CONTRACT

Section 1 Members of the bargaining unit who anticipate qualification for a continuing contract and who notify the Superintendent in writing (via email or hardcopy) by October 1 of the school year of eligibility, will be offered the continuing contract, if eligible as determined by applicable law, at the April Board meeting. (See ORC 3319.08, 3319.11, and 3319.22, at http://codes.ohio.gov/orc/).

Failure to be awarded a continuing contract will result in consequences that could lead to non-renewal (see ORC 3319.11 at http://codes.ohio.gov/orc/).

ARTICLE 24

MAINTENANCE OF CERTIFICATE/LICENSE

Section 1. As a condition of reemployment, all members of the bargaining unit shall maintain all teaching certificates/licenses in the areas in which they are actually teaching. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Treasurer of the Board. The Board office shall notify the teacher by January 15 of the year of the certificate's/license expiration.

Section 2. Employees shall be responsible for the entire cost of any background check required for initial employment or rehire. All costs for renewed criminal record background checks involving fingerprinting as required by law will be shared equally between the Board of Education and the employee provided that the employee obtains said background check at the Lorain County Educational Service Center utilizing the form designated by the Board of Education and provided further that the employee pays the Lorain County Educational Service Center for his/her half of the cost at the time he/she requests said background check. An employee must fully comply with this article in order to receive reimbursement.

Section 3. The Board will provide and schedule necessary CPR training and sports medicine training one time per year for those employees that are required to have pupil validation certification to perform their supplemental duties. Should the employee not participate in this scheduled training he/she will be required to obtain this training at his/her expense. The Board will provide notification to teachers requiring certifications for supplemental contracts.

ARTICLE 25

GROUP TERM-LIFE

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

1. Life insurance shall be $75,000 per full-time staff member and pro-rated for part-time staff members, beginning January 2007.

2. The Board will select the carrier.

3. The Board will pay 100% of the premium.

ARTICLE 26

MEDICAL INSURANCE

To the extent required by law, the Board's medical insurance plan(s) and the provision thereof shall accord with the Patient Protection and Affordable Care Act of 2010 ("PPACA").
The total lifetime maximum comprehensive major medical cap shall be as defined by applicable law.

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

The Cafeteria Plan will be designated to meet the requirements of Internal Revenue Code Section 125 and applicable regulations. Employees may contribute up to $2,500.00 per calendar year or the maximum amount permitted by applicable law. An employee may elect to carry over to the immediately following plan year up to $500.00 of any amount remaining unused as of the end of the plan year in a Health Flex Spending Account. The Board shall contribute one hundred twenty-five dollars ($125.00) for single insurance holders and two hundred fifty dollars ($250.00) for family insurance holders to a Health Flexible Spending Account. (NOTE: Anyone who selects the LERC Basic Insurance Plan will have the contribution deposited into a Health Savings Account (HSA rather than the Health Flexible Spending Account (FSA) due to tax regulations).

Section 1. The Keystone Board of Education will pay:

- 85% of the premium per month per single plan for employees who complete the preventative health screenings and online health assessment on or before November 30.
- 75% of the premium per month per single plan for employees who do not complete the preventative health screenings and online health assessment on or before November 30.

Section 2. The Keystone Board of Education will pay:

- 85% of the premium per month per family plan for employees who complete the preventative health screenings and online health assessment on or before November 30.
- 75% of the premium per month per family plan for employees who do not complete the preventative health screenings and online health assessment on or before November 30.

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

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

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

Section 6. The plan design will be a Comprehensive Major Medical plan with PPO steerage and enhanced wellness benefits. Members will find details of the plan in Appendix F.

The Board also offers a Minimum Value Plan designed to meet the requirements of the Affordable Care Act. To get details regarding this plan, please see the District treasurer.

Section 7. Wellness Incentive

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

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

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 50% of the premium cost, must enroll in that coverage and the Board's Medical Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Treasurer immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization or retirement plan or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 50% of the premium cost.

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

Every employee whose spouse participates under the Board's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's

employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by Board. Additional documentation may be required.

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

Section 9. Payment in Lieu of Medical Insurance - Any certificated employee who carries Board medical insurance (and all new employees) and elects to decline coverage shall be eligible for the following options:

A. An employee carrying family coverage may decline Board medical insurance and receive $2,000, divided into two (2) equal semiannual payments. Said semi-annual payments shall be made with the second pay in March and the second pay in September.

B. An employee carrying family coverage may elect to take single insurance coverage and receive $1,000, divided into two (2) equal semi-annual payments. Said semi-annual payments shall be made with the second pay in March and the second pay in September.

C. An employee carrying single coverage may elect to decline Board medical insurance and receive $1,000, divided into two (2) equal semi-annual payments.

D. The above options shall apply to district employees who are husband and wife with the exception that one employee must take family coverage or both employees must take single coverage.

E. Employees electing to participate in the above insurance options must notify the district treasurer in writing no later than August 31 of any year they wish to decline coverage. An annual reminder will be provided to each employee in advance of the August 31 deadline.

F. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification of the district treasurer.

G. This option shall be annual from September 1 to August 31.

H. The above payments in lieu of medical insurance shall not be subject to STRS contribution but shall be subject to all other applicable taxes.

I. Part-time employees who elect to decline coverage will receive prorated payments.

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

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

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

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

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

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

ARTICLE 27

DENTAL PLAN

The Keystone Board of Education will provide to all full-time employees the Group Dental Insurance Plan provided by LERC subject to the following conditions.

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

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

ARTICLE 28

VISION INSURANCE

Section 1. The Board shall provide a group vision insurance plan offered by LERC for all bargaining unit members and their eligible dependents.

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

ARTICLE 29

STRS-SALARY REDUCTION/SALARY RESTATEMENT (SHELTERING)

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

ARTICLE 30

CONDITIONS OF THIS AGREEMENT

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

Section 2. In the event there is a conflict between a provision of this contract and O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with O.R.C. 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency,

thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any change in the contract relative to the affected provision within sixty (60) days by demand of either party.

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

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

ARTICLE 31

ADDITIONAL CLASSES

Section 1. The rate for taking an additional class when it is impossible to obtain a substitute shall be $30.00 for the duration of the contract.

Section 2. If an additional class is added to a study hall or other class, the certificated teacher will be paid $30.00 for the duration of this contract.

Section 3. Substituting in the middle and elementary schools.

A. Teachers will be paid $30.00 per class period for teaching during scheduled periods of art, music, physical education, or during the teacher's lunch period for the duration of the contract.

B. Teachers will be paid $30.00 per class period for supervising a classroom or study hall during their scheduled planning and conference period for the duration of this contract.

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

D. When an elementary class is split between more than one teachers, each of the teachers will receive an equally split percentage of one hundred eighty dollars ($180.00) per day (commensurate with HS/MS, pro-rated as applicable if less than a full day).

Section 4. General Provisions

A. The determination of whether or not a substitute is needed shall be made by

the Principal and the substituting classroom teacher.

B. Should a teacher accept an additional assignment class for the entire student day, then said bargaining unit member shall be compensated at the teacher's appropriate per diem plus One Hundred Twenty-Five Dollars ($125.00).

C. A teacher shall have the right to refuse an additional assignment class. If no teacher agrees to take on a class during his/her planning time when there is no substitute teacher, the class will be assigned to those who have planning on a rotating basis. This will include all members of the bargaining unit (teachers, counselors, psychologists, SLPs, etc.).

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

ARTICLE 32

LUNCH AND PREPARATION TIME

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

Section 2. All teachers will receive at least five (5) periods of preparation per week, based upon a five (5) work day week. All bargaining unit members who teach four (4) periods or more a day shall be granted a preparation period during the student day. It is further agreed that those bargaining unit members who teach less than four (4) periods a day shall not be granted a preparation period during the student day.

1. A committee will be established to review the effective use of planning time.

   a. The committee will meet at least annually beginning October 1, 2019.

   b. The committee will contain the following members:

      i. two (2) teachers and one (1) administrator from each building

      ii. two (2) administrators from central office

   c. The committee will utilize Interest Based Problem Solving with consensus decision making.

Section 3. All elementary teachers of grades K-6 will be guaranteed two hundred (200) minutes per week of preparation time, based upon a five (5) work day week. Reasonable effort will be made to provide a minimum of thirty (30) consecutive minutes per day of preparation time under present staffing constraints.

Section 4. All bargaining unit members shall receive at least thirty (30) minutes daily of duty-free uninterrupted lunch time.

ARTICLE 33

REDUCTION IN FORCE

Section 1. When necessary, the Board of Education may reduce the number of teaching positions but such reductions shall be limited to such reasons as:

A. Decline in student enrollment

B. Return to duty of regular teachers after leaves of absence

C. Suspension of schools, or territorial changes affecting the district

D. Financial reasons

Section 2. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:

A. Any necessary reductions in staff shall first occur through attrition (i.e., retirement, voluntary resignations, etc.) before any suspension of contracts.

B. In accordance with the recommendation of the Superintendent, the Board of Education shall suspend the contracts of non-tenured teachers within the affected teaching field prior to suspending the contracts of any tenured teachers within that teaching field.

C. Any RIF that is effective the 2021-2022 school year or after, the teachers' annual rating for teacher performance shall determine which category the teacher is in to determine comparable evaluations. Teachers shall be placed in the category based upon an average of the three (3) most recent annual ratings of teacher performance, excluding ratings for the 2020-2021 and 2021-2022 school years, calculated as follows:

- Ratings of Accomplished and Skilled with one (1) or less Developing column item noted shall be deemed comparable and equal four (4) points;
- Ratings of Skilled with two (2) or more Developing or one (1) Ineffective column items noted shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate category based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Skilled category (2 + 3 + 3 = 8 /3 = 2.666 which is rounded to 3 = Skilled).

Teachers who are rated Accomplished or Skilled and are on off-year observation cycles will have the teacher performance rating of the off-year observations counted in the three (3) year average.

Teachers new to the District will have their ratings initial evaluation scores averaged based on the number of years within the District. For example a teacher that is rated Developing in the first year in the District would have that score counted three times (2+2+2=6/3=2 which =2=Developing.) A teacher in the second year with the District who rated Developing in the first year then Skilled in the second year would have that score divided by two (2+3=5/2=2.5 rounded up=3=Skilled).

In the case of an extended leave of absence (greater than 50% of the school year), the most recent three (3) full years of teacher performance evaluation ratings will be used for the three (3) year average calculation.

D. Subject to the requirement that the contracts of non-tenured teachers within the affected teaching field be suspended prior to the contracts of tenured teachers within that teaching field, the Superintendent's recommendations and the Board's decisions shall be based upon the results of the teachers' standards-based evaluations. In making his recommendation(s), the Superintendent shall consider seniority as a "tie breaker" between teachers who have comparable evaluations.

E. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract--tenured or limited contract) with no non-tenured teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's licensure highly qualified (HQT) status. No bargaining unit member shall displace another bargaining unit member unless the displacing member has a higher effectiveness rating in the category of teacher performance than the displaced member or a comparable evaluation to the displaced member.

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

Section 4. Seniority shall be lost when a teacher resigns or retires. Seniority shall also be lost

when a teacher chooses not to accept a recall offer to a full-time position in which the teacher maintains a license and is highly qualified.

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

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

A. First recall shall be of tenured teachers with the teacher's preferred area of certification first, then by other areas of licensure. The teacher must be highly qualified (HQT) for the teaching assignment.

B. If an available teaching position cannot be filled by tenured teachers, then non-tenured teachers shall be eligible first in the teacher's preferred area of licensure, then by other areas of licensure, provided the teacher is highly qualified (HQT).

C. Subject to the requirement that tenured teachers shall be rehired prior to non-tenured teachers, the Superintendent's recommendation and the Board of Education's decisions regarding rehiring shall be based upon the results of the standards-based evaluations of the individuals on the recall list. In making his recommendation(s), the Superintendent shall consider seniority as a "tie breaker" between individuals on the recall list who have comparable evaluations.

D. When two (2) or more teachers have the same seniority within a given area of certification, then tie breaking procedures shall be implemented based upon the following criteria in the order presented.

1. Date of hire by the Board

2. Date of signed contract

3. Teaching experience in other districts

4. Drawing lots

E. The recall list shall be maintained for a period of three (3) years for limited contract teachers. Thereafter, an employee on layoff shall lose his/her right to recall. A continuing contract teacher shall remain on the recall list until offered an equal position and the continuing contract recall teacher declines that offer. Nor shall a teacher lose the right to restoration by refusing a position requiring a lesser percentage of full-time employment than the position that the teacher last held within the School District.

F. To retain their position on the recall list, the teacher must notify the Superintendent in writing of any change in his/her address or phone number.

G. The Superintendent shall notify by regular United States Mail, postage prepaid, any teacher on a recall list of a possible vacancy. Such notification shall be deemed effective upon mailing.

H. The Board will recognize a RIF'd employee's additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Employer prior to recall.

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

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

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

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

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

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

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

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

ARTICLE 34

SCHOOL HOURS

Section 1. All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than seven (7) hours and thirty (30) minutes, including the duty-free lunch period guaranteed to under Section 3 of this Article, preparation time, and no teacher will be required to report for duty earlier than 7:15 a.m. nor remain on duty later than 4:15 p.m. unless an emergency exists. The length of the assigned work day will be substantially equivalent for all teachers. Reasonable efforts shall be made to ensure that teachers shall not be assigned more than fifteen (15) minutes of any type of duty during or outside the contractual workday.

Section 2. In regard to delayed opening and/or early dismissal days, due to calamity situations, work day of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day except those days scheduled for other activities.

Section 3. All teachers will have at least thirty (30) minutes of consecutive duty-free lunch period.

Section 4. In the event of a late evening bus, a teacher may be assigned on a rotating basis with some compensatory time off being arranged with the assigned teacher.

Section 5. The High School Principal and Association President shall establish a committee and prepare a report identifying solutions for securing time necessary to meet standards for advanced courses and lab classes. Such solutions may involve class periods before or after the regular school day. Should the bargaining unit member volunteer to teach a class period before or after the regular school day, and the adjusted work day does not exceed seven (7) hours and thirty (30) minutes, the no earlier or later provisions of Section 1 of this article shall not apply.

Section 6. Shared Teachers

A. Shared teachers' schedules will have the contractual work day hours ensured.

B. Shared teachers will be allotted a minimum of five (5) minutes of travel time between buildings.

C. A primary building will be designated proportionate to the percentage of students assigned to each Shared Teacher.

D. Shared teachers will be provided mailboxes in each building in which they are shared.

E. Shared teachers will attend staff meetings in proportion to the percentage of students assigned to them in each building. A tentative schedule of staff meetings will be provided to shared teachers on Opening Day.

F. Shared teachers will attend conference days in proportion to the percentage of students assigned to them in each building.

G. Shared teachers may be required to attend both Opening Day Building Meetings.

H. The inclusion of assigned duties for shared teachers will not exceed the equivalent of a full course load schedule at a single building.

ARTICLE 35

DISCIPLINE PROCEDURE

Section 1. No teacher shall be criticized, reprimanded, or disciplined in the presence of anyone except administrative or supervisory personnel.

Section 2. When an administrator or supervisor meets with a teacher for a disciplinary conference the teacher shall have the opportunity to be accompanied by a representative of his/her choice. The focus of this meeting shall be to investigate the situation, identify any unacceptable behavior and delineate corrective action(s) needed.

Section 3. The Administration/Board shall make all reasonable effort to avoid any form of public and/or personal embarrassment of the teacher.

Section 4. No employee shall be disciplined or non-renewed without just cause and compliance with applicable provisions of this contract.

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

A. Informal Discussions

This procedure shall not be construed as to limit or to prevent an

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

B. Verbal Warning

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

C. Written Reprimand

1. Within three (3) days of administration being made aware of an event that has taken place within the last sixty (60) days, the named employee(s) will be notified that the event is being investigated.

2. Administration shall schedule a meeting with the employee(s) at a mutually agreed upon time to discuss the event.

3. For an appeal of a written reprimand, a meeting with the Superintendent, the issuing administrator, the employee, and his/her Association representative shall be requested within three (3) days of the issuance of the written reprimand. Within five (5) days following the meeting, the Superintendent shall provide a written notice of his decision to uphold, modify, or nullify the written reprimand, including the reasons(s) for his/her decision. This decision shall be final.

D. Suspension

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

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

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

the effective date(s) of the suspension if it decides suspension is warranted. Fringe benefits shall remain in effect during the time of any suspension.

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

Section 6. Definition of Day

For this article, the definition of day shall be the same as Article 2, Section 1 (E).

ARTICLE 36

CLASS SIZE

Section 1. When the class size or class make-up is a concern to the Association, an advisory committee will be formed, composed of administrators and teachers to study class size and discuss options for the grade level(s) of concern.

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

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

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

ARTICLE 37

PROFESSIONAL IMPROVEMENT

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

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

A. The teacher shall have at least one (1) year of professional service in the Keystone Local School District.

B. The course work shall have the prior approval of the Superintendent.

C. Reimbursement may be for graduate or undergraduate courses which are directly related to the teacher's teaching assignment and/or other certification areas of the individual's teaching certificate and for other course work specifically approved by the Superintendent.

D. The teacher must receive a grade of "B-" or better and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

E. To be eligible to receive payment for courses taken in the spring or during the summer, the teacher must teach in Keystone Local Schools the year following receiving course credit or must have been granted a leave of absence or have been RIF'ed or non-renewed.

F. The maximum number of quarter hours per teacher to be included under this policy shall be eighteen (18) completed quarter hours or twelve (12) completed semester hours from July 1 to June 30 of any school year.

G. Tuition reimbursement under this Article shall be made during two (2) pay periods per year. The amount of money available for each pay period shall be divided equally between the two pay periods.

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

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

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

Section 3. The Board of Education will reimburse a certificated employee for tuition costs for graduate or undergraduate courses at a maximum rate of $175 per semester hour or proportionate share and a maximum rate of $125 per quarter hour, or proportionate share, less if actual cost, upon proof of successful completion of each course and submission of a transcript or record of same. The amount of money available for this purpose shall not exceed $35,000. (See Appendix D).

Section 4. College Credit Plus (CCP) Credentialing

A. If a teacher submits a plan to achieve College Credit Plus (CCP) Credentialing, the Superintendent shall have the discretion to approve the coursework costs necessary to attain that credentialing.

B. Payment will be made for coursework upfront provided the following conditions are met:

i. The teacher must receive a grade of "B-" or better and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

ii. The teacher must work for the District for two (2) school years once he/she has become credentialed.

C. If the aforementioned conditions outlined in B above are not met, the following shall take place:

i. The tuition shall be repaid to the District through payroll deduction.

ii. Should the teacher leave the District, the tuition shall be repaid by deduction/payment of the employee.

Section 5. The KLEA treasurer may request a statement of the account activity and account balance at the end of each payment window.

ARTICLE 38

ADMINISTRATION/ASSOCIATION LIAISON COMMITTEE

Section 1. There shall be an AALC consisting of the Superintendent or his/her designee, the KLEA President, and up to four (4) others. Two (2) to be selected by the Superintendent and two (2) to be selected by the KLEA President.

Section 2. The AALC shall meet on an as needed basis as determined by the Superintendent or his/her designee or the KLEA President provided, however, the committee shall meet a maximum of once per month unless otherwise agreed to by the

Superintendent or his/her designee.

Section 3. This provision shall in no way be deemed to limit or affect the management rights of the Superintendent, nor shall the meeting consist of discussion regarding issue(s) that are the subject matter of a filed grievance.

Section 4. The Board and Association shall establish an Administration/Association Liaison Committee at each building that will meet not more than once each month when school is in session. The committee shall be composed of the building principal and up to six (6) members appointed by KLEA from the building. The names of the committee representatives shall be submitted to the building principal prior to the first meeting. The purpose of this committee is to solve building problems, not individual problems.

Section 5. All building/District AALC agendas shall be sent to all parties one (1) day prior to the meeting date to give notice of the agenda items.

ARTICLE 39

TEACHING LOAD

Section 1. Efforts will be made to provide balanced and equitable teacher/student contact time for teachers.

Section 2. Issues involving Special Education shall be brought by the teacher to the building principal.

Section 3. A teacher who serves as the Teacher of Record ("TOR") for credit flexibility course instruction shall be compensated at the tutor rate of pay. The High School Principal and TOR shall attempt to mutually agree upon the maximum number of hours that the teacher is authorized to work in his/her capacity as TOR. If the High School Principal and teacher cannot come to an agreement as to the maximum number of hours that the teacher is authorized to work in his/her capacity as TOR, the teacher will not serve as TOR. TORs will not be compensated for any hours in excess of the maximum number of hours mutually agreed upon unless the High School Principal expressly authorizes, in writing, hours in addition to the mutually agreed upon hours. No bargaining unit member shall be required to serve as a TOR.

ARTICLE 40

SPECIAL EDUCATION TEACHER PROVISIONS

Section 1. The Board of Education and its employees will comply with all rules and regulations related to the identification and education of students with disabilities.

Section 2. No special education teacher shall be required to participate in IEP meetings lasting

more than thirty (30) minutes beyond hours of scheduled employment without being eligible for additional compensation. Every reasonable effort shall be made to conduct IEP meetings during the school day.

A. Additional compensation for bargaining unit members shall be based on the currently specified tutor rate paid in quarter hour increments. (see Appendix "C" for current tutor rate)

B. Employees qualifying for this compensation must complete a time sheet and have the time sheet approved by the administrator attending the IEP conference.

Section 3. Special education teachers primarily responsible for writing IEPs shall be entitled to request and be granted professional leave days for IEP development with no substitute provided for coverage, except for unit teachers, as follows:

Up to 5 students	one (1) professional day
6-10 students	two (2) professional days
11+ students	three (3) professional days

*If additional days are needed for those with 16 or more students, it will be handled on a case-by-case basis.

An email should also be sent to the building administrator to remind him/her that you will be out on a professional leave day for IEP writing at the time the request is submitted in the electronic reporting system. IEP writing days may be taken remotely upon request.

Section 4. Special education teachers primarily responsible for completing alternate assessments shall be entitled to request and be granted one (1) professional leave day for this activity.

ARTICLE 41

JOB SHARING

Section 1. Teachers may request a job-sharing assignment to share one (1) full-time teaching position. Such requests shall be subject to approval of the Superintendent.

Section 2. Job-sharing arrangements shall be approved reviewed annually.

Section 3. Teachers interested in a job-sharing assignment must submit a written request to the Superintendent by March 15. The written request shall include a plan describing teaching techniques, methods and grading practices of the proposed partners, and

how such techniques, methods and grading practices will be implemented to ensure compatibility, consistency and continuity of instruction and specifying the manner in which the position will be split which must be grade-specific. Each teacher shall be subject to the OTES evaluation procedure. The plan shall include the percentage of the Student Growth Measure score for each individual teacher which shall be based upon the contact time with the students.

Section 4. Applications for job-sharing assignments shall be approved or rejected by the Superintendent by April 1. The decision of the Superintendent to approve or reject an application is not subject to the grievance procedure.

Section 5. The salary and benefits of job-sharing partners will be allocated on a basis proportionate to their sharing of responsibilities.

A. If one person declines insurance benefits coverage, the other may take the full insurance coverage without it being pro-rated.

B. No modifications shall result in extra costs for the Board.

Section 6. Job-sharing partners will be given priority for the opportunity to serve as a substitute for their absent partner at the substitute rate.

Section 7. The STRS credit of job-sharing partners will be prorated on a basis proportionate to their job-sharing responsibilities.

Section 8. Upon termination of the pairing, which may occur at any time, the original teacher shall maintain his/her position unless that position was involved in a Reduction in Force, at which time the person shall be put on a recall list in accordance with the provisions outlined in Article 34 of the Negotiated Agreement.

ARTICLE 42

DURATION CLAUSE

Section 1. This contract is for a three (3) year period of time.

Section 2. This contract contains the full and complete understanding between the parties and neither side shall be obligated to negotiate on any item, unless changes in the Ohio Revised Code or other laws change any working conditions for the life of the agreement. The Board must adhere to 4117 O.R.C.

Section 3. This agreement becomes effective July 1, 2025 and shall expire on June 30, 2028.

Section 4. Wherefore, the Keystone Local Board of Education and the Keystone Local Education Association join in establishing this agreement the 11th day of MARCH, 2025.

KEYSTONE LOCAL
BOARD OF EDUCTION

Devin Stang
President

Sandra Isabelle
Treasurer

Superintendent

KEYSTONE LOCAL
EDUCATION ASSOCIATION

President

Negotiator

Jennifer West
Negotiator

Michelle A Modock
Negotiator

APPENDICES

A-1	GRIEVANCE FILING FORM
A-2	GRIEVANCE DECISION FORM
B-1	EVALUATION FORMS
C-1 - C-3	SALARY SCHEDULES
D-1 - D-2	TUITION APPROVAL/ REIMBURSEMENT FORM
E	SALARY RECLASSIFICATION FORM
F	INSURANCE PLAN INFORMATION
G	BARGAINING CONSENSUS STATEMENTS

Appendix A-1

GRIEVANCE FILING FORM

Aggrieved Person, Persons, and/or Association_____

_____

Address _____ Phone _____

School _____ Principal _____

Date Alleged Grievance Occurred _____

Date of Formal Hearing _____

Person or Persons to Whom Alleged Grievance is Directed _____

_____

Statement of Alleged Grievance:

Action Requested:

Have you discussed this with your immediate supervisor?

❑ Yes ❑ No

_____

Grievant

Appendix A-2

GRIEVANCE DECISION FORM

LEVEL ONE (Formal) Decision _____

_____

_____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved

LEVEL TWO (Formal) Decision _____

_____

_____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved

LEVEL THREE (Formal) Decision _____

_____

_____

_____

Date _____ Signature _____

Administrative Representative

Signature _____

Aggrieved

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

Instructional Coach Performance Evaluation Rubric

The ***Instructional Coach Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluator will assess which level provides the best *overall* description of the Instructional Coach. Evidence will be collected and will be discussed throughout the year and during the end of year evaluation. When completing the performance rubric, please note that evaluator is not expected to gather evidence on all indicators for each observation cycle. Likewise, Instructional Coaches should not be required to submit additional pieces of evidence to address all indicators.

	Ineffective	Developing	Skilled	Accomplished
Data Coach	The coach has limited knowledge of assessments and how to interpret data. The coach does not support teachers with examining data to meet students' needs.	The coach has knowledge of a variety of assessments and can interpret data. The coach supports teachers with examining data to identify students' strengths and weaknesses, and identify instructional strategies to meet students' needs.	The coach has an understanding of a variety of assessments and assists teachers in interpreting the data. The coach collaborates with teachers to examine data, analyze students' strengths and weaknesses, and implement instructional strategies to meet students' needs.	The coach analyzes a variety of assessments and assists teachers in determining appropriate assessments for specific classroom purposes. The coach collaborates with teachers to examine data, analyze students' strengths and weaknesses, as well as instructional strategies, structures, programs, or curriculum to meet individual students' needs.
Suggested Evidence: 5-Step Process, I/E Assistance, Observation of 5-Step process, Coaching Log, Assessment Data				

	Ineffective	Developing	Skilled	Accomplished
Instructional Specialist	The coach provides teachers with research based lessons and/or strategies. The coach provides formative assessment materials to teachers. The coach observes teachers.	The coach models research based lessons and/or strategies to meet the needs of all students. The coach models the use of a variety of formative assessments in the classroom. The coach observes and provides feedback.	The coach works collaboratively with teachers, to implement high quality, research based lessons and/or strategies to meet the needs of all students through differentiation. The coach works collaboratively with teachers to plan and implement appropriate formative assessments. The coach observes and provides feedback about areas of reinforcement and refinement to help improve the quality of instruction. The coach uses the coaching cycle with teachers, including the use of a pre- and post-conference, over a period of time.	The coach works collaboratively with teachers to plan high quality, research-based lessons and/or strategies for an entire unit, to meet the needs of all students through differentiation. The coach works collaboratively with teachers to use the information gained from formative assessments to inform classroom practices. The coach facilitates observations and feedback discussions between teachers. The coach revisits the coaching cycle with teachers at several times throughout the year.
Suggested Evidence: observation, lesson plan, instructional framework, formative assessments, observation log, examples of pre- and post- conference				

	Ineffective	Developing	Skilled	Accomplished
Resource Provider	The coach recommends resources that are not relevant, or are inappropriate, for teachers/students.	The coach locates information and materials that support classroom instruction, as requested from teachers. The coach reviews examples of best practices and suggests methods of incorporating them into lessons.	The coach recommends information and materials that support classroom instruction, based on data and lesson plans. The coach works collaboratively with teachers to review examples of best practices and implement them into lessons to meet the needs of differentiated learners. The coach facilitates the use of technological resources that enhance learning and student comprehension by providing resources.	The coach anticipates and provides information and materials for classroom instruction, based on curriculum maps, lessons, and data. The coach leads teachers to evaluate materials for specific classroom purposes and differentiated student needs. The coach facilitates the use of technological resources that enhance learning and student comprehension by providing resources and demonstrating integration techniques.
Suggested Evidence: examples of resources, alignment of resources to data or pacing, artifacts, log				

	Ineffective	Developing	Skilled	Accomplished
Learning Facilitator	Professional development opportunities are unsuitable for the audience, have no structure, or no connection to the standards.	The coach identifies and organizes appropriate professional learning opportunities at the school level.	The coach organizes and facilitates opportunities for professional learning at the school and/or district level. The coach conducts professional development that is aligned to the standards or school/district priorities, has clear structure, and engages the audience in significant learning.	The coach organizes and facilitates opportunities for professional learning at the district level and beyond. They organize the sharing of professional learning among teachers. The coach elicits qualitative or quantitative feedback from professional development, and adjusts PD according to the needs of the audience.
Suggested Evidence: power point, agenda, feedback data, observation, workshop log				

	Ineffective	Developing	Skilled	Accomplished
School Leader, Change Catalyst	The coach as a leader does not collaborate with school leadership to implement initiatives. The coach does not lead meetings and/or communicates ineffectively.	The coach as a leader occasionally collaborates with school leadership to implement district and school initiatives The coach as a facilitator facilitates group meetings and communicates necessary information.	The coach as a leader consistently collaborates with school leadership to implement district and school initiatives; attends school and/or district committee meetings to represent teachers' perspectives; and positively affects academic achievement. The coach as facilitator facilitates group meetings with norms and clear goals; communicates necessary information in a respectful manner; demonstrates ability to lead meeting participants to a consensus.	The coach as a leader identifies a specific need, initiates discussion with school leadership, and develops a plan of action; attends school and/or district committee meetings to represent teachers' perspectives; and positively affects academic achievement. The coach as facilitator uses an effective organization tool for tracking coaching meetings, observations, and professional development offerings and opportunities for staff. The coach as a change agent works with groups of teachers to implement change initiatives; introducing new ideas and questions current practices; and guides teachers to evaluate their own practices
Suggested Evidence: OIP forms, observations, principal input, agendas, meeting notes				

	Ineffective	Developing	Skilled	Accomplished
Curriculum Specialist	The coach is not able to identify curriculum materials aligned to Ohio's New Learning Standards.	The coach aligns curriculum materials to Ohio's New Learning Standards. The coach facilitates opportunities for teachers to deepen their knowledge and understanding of the standards.	The coach analyzes a variety of curriculum materials to ensure alignment with Ohio's New Learning Standards. The coach facilitates opportunities for teachers to deepen their knowledge and understanding of these standards, including their progressions within and across grade levels. The coach works with teachers to refine areas of the curriculum, such as units, learning targets, and assessments.	The coach evaluates a variety of curriculum materials to ensure alignment with Ohio's New Learning Standards. The coach collaborates with teachers to use their knowledge of the progression of the standards to meet the differentiated needs of students. The coach works with teachers to refine areas of the curriculum, such as units, learning targets assessments, and differentiated instructional activities.
Suggested Evidence: Unit plans, assessments, proof of alignment of materials and standards, lesson plans with specific references to standards				

	Ineffective	Developing	Skilled	Accomplished
Learner	The coach does not identify any personal areas of growth or participate in professional development opportunities.	The coach identifies personal areas of growth. The coach attends only professional development opportunities mandated by the administrator.	The coach identifies personal areas of growth and continually reflects on those goals. The coach participates in professional development opportunities and uses information gained to enhance their own professional growth.	The coach demonstrates change in professional practice, based on reflection of goals and growth. The coach seeks out opportunities for professional development from a variety of sources to meet specific growth needs.
Suggested Evidence: Examples: PPT, handouts				

	Ineffective	Developing	Skilled	Accomplished
Professional Responsibilities	The coach does not provide any information to families. The coach fails to understand and follow regulations, policies, and agreements. The coach fails to demonstrate evidence and ability to accurately self-assess performance, and to appropriately identify goals for professional development.	The coach communicates with families, but information is not always appropriate for the situation or does not meet intended outcome. The coach understands and follows district policies, and state and federal regulations at a minimal level. The coach identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The coach communicates with families about Ohio's Learning Standards, State Assessments, and/or other educational changes. The coach meets ethical and professional responsibilities with integrity, honesty and confidentiality. The coach models and upholds district policies and state and federal regulations. The coach sets data-based short- and long-term professional goals and takes action to meet these goals. The coach assists building administration with relevant tasks.	The coach provides opportunities for families to actively learn about Ohio's Learning Standards, State Assessments, and/or other educational changes. The coach meets ethical and professional responsibilities and helps colleagues assess and interpret laws and policies and understand their implications in the classroom. The coach sets, and regularly modifies, short and long-term professional goals, based on self-assessment and analysis of student/teacher learning evidence. The coach assists building administration with relevant tasks and reflects on their effectiveness.
Suggested Evidence: parent flyers, website, parent nights, emails, attendance, goals				

Reinforcement/Refinement:

Overall Rating:

Evaluator Signature Date

Employee Signature Date

APPENDIX B-2

Keystone Local School District-Speech-Language Pathologist Evaluation

SLP: **Evaluator:** The SLP and the evaluator review the data presented in the portfolio (which contains the self-reflection tool, 2 formal observations, and other artifacts) to determine a rating for each performance objective. Suggestions for portfolio and observational evidence are provided for each objective. Results of this matrix are used to develop the professional development plan for the next school year.

Evaluation Ratings:
Accomplished: All attributes are effectively and consistently delivered at the highest level
Skilled: Most attributes are consistently present with plans for improvement
Developing: Skills are emerging with plans for development to strengthen skills
Ineffective: Deficient skills in several areas and/or inconsistent implementation.

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Demonstrate Knowledge and skills in the subject areas of speech-language pathology and related areas (e.g., literacy) and implement services in an ethical manner	• Evidence of having passed a national, ASHA-approved exam in speech-language pathology • Evidence of participation in consistent high quality professional development programs on speech and language topics • Input from the SLP	Does the SLP: • work across all ability levels and serve a range of disorders, as appropriate for the setting? • demonstrate competence in oral and written communication? • follow risk management procedures? • organize work space materials and equipment?		

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices	• Observation of therapy conducted by a professional who is familiar with communication disorders and treatment • Self-assessment • Input from the SLP	Does the SLP: • engage students in the session's activities? • provide accurate and appropriate feedback to students? • implement activities that promote progress on the students' specific IEP goals? • have good behavior management skills? • use the allocated time efficiently and effectively? • foster a positive interaction with students? • provide each student with an opportunity for a significant number of responses? • include curricular objectives or materials in the session? • develop and execute appropriate therapy plans? • advocate for appropriate services for the students? • document the nature of services and evidence of progress		

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Partner with the team to determine eligibility and recommends services that are compliant with state and federal regulations for children with IEPs	• IEP goals, supports, and services that are appropriate/relevant to the needs of the student and tied to the common core or state standards, as evidenced by review of the IEP of an agreed-upon sample of case files • Observation of therapy conducted by a professional who is familiar with communication disorders and treatment • Self-assessment • Review of case files to demonstrate: o evaluation and IEP documents were completed within the timelines using procedures compliant with federal, state, and local requirements o appropriate forms were used o information was shared with all team members o parents and teachers had an opportunity to contribute to the documents as appropriate • Input from the SLP	Does the SLP: • prepare adequately for meetings? • explain IEP content clearly, using language that parent and other team members understand? • explain how speech and language goals relate to student success with the curriculum? • develop understandable and measurable goals? • respond appropriately to questions and comments of other team members? • deal appropriately with conflicts that may occur during the meeting? • provide evidence that parent(s) and other team members were involved in creating IEP content? • explain how IEP goals are related to the present educational levels? • accurately bill Medicaid and complete other compliance requirements? • complete documentation within a specific timeline using appropriate forms? • maintain confidentiality and adhere to the IDEA, Section 504, FERPA, and HIPAA regulations related to documentation and compliance? • offer evidence that contributes to the eligibility determination?		

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Demonstrate ability to conduct appropriate comprehensive evaluations for students who maybe experiencing a variety of communication disorders	• Case files include comprehensive evaluations that incorporate: o a variety of appropriate standardized tests o input from families and other school personnel • Input from the SLP	Does the SLP: • gather case history information? • use appropriate formal and informal assessment tools? • report assessment findings in a timely manner? • develop appropriate evaluation reports? • appropriately analyze and interpret test results to make appropriate recommendations? • create schedules that reflect assessments to be conducted at designated times (i.e., scheduling blocks)?		
Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	• Copy of schedule based on student's individual needs • Evidence IEPs include a variety of service delivery frequency and location • Self-assessment • Input from the SLP	Does the SLP: • develop activities that promote progress on the students' specific IEP goals? • change the activities, feedback or direction of the session when a student is not understanding or able to demonstrate success with the session goal? • record data on the student's performance within the session?		

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	• Therapy schedule showing classroom-based services • Samples of RTI activities • Logs showing consultation/collaboration sessions with classroom teachers • Input from the SLP	Does the SLP: • respect teachers and other professionals? • demonstrate active listening? • present with a professional demeanor? • respond professionally to feedback? • demonstrate collaborative instruction and co-teaching? • demonstrate collaboration within an IEP team meetings and other meetings?		
Collaborate with families and provide opportunities for families to be involved in the student's SLP services	• Materials provided to families about ways to practice therapy goals in the home setting • Parent communication documentation • Evidence parents were asked for input on IEP development • Input from the SLP	Does the SLP: • respect students and families? • demonstrate active listening? • present with a professional demeanor? • Respond professionally to feedback? • demonstrate collaboration with families in an IEP team meetings and other meetings?		

Performance Objective	Portfolio Evidence	Observational Evidence	Evaluation Ratings	Comments
Earn continuing education or professional development units sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensing requirements	• Input from the SLP • Copy of ASHA card • Copy of Ohio license	Does the SLP: • complete in-services (i.e., completing professional development)? • participate in state, school, or local conferences; and/or professional learning communities?		
Contribute to various building or district initiatives	• Record of participation in building and district committees • Examples of RTI activities • Self-assessment checklist • Copies of resources and materials provided to staff • Input from the SLP	Does the SLP participate in: • school assessment planning? • RTI initiatives?		

Final Rating	
Overall Area of Strength/Reinforcement	
Overall Area for Growth/Refinement	

SLP Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

*Adapted from the PACE Performance Assessment of Contributions and Effectiveness of Speech-Language Pathologists. 2014, ASHA.

Appendix B-3

Ohio Teacher Evaluation System | **Assessment of Teacher Performance**

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2:	**Communication with students**	The teacher does not communicate learning goals and expectations	The teacher inconsistently communicates learning goals, expectations for	The teacher is consistent and effective in communicating appropriate,	The teacher is consistent and effective in communicating differentiated learning goals

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	Element 2.2 Element 4.3 Element 4.6 Element 6.1	for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	(such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Elements 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Elements 5.1 Elements 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments,*	**Use of assessments** Elements 3.1 Elements 3.2 Elements 3.3 Elements 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
student portfolios, post-conference		share evidence of student learning with students.	The teacher shares evidence of student learning with students.	differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*					learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional	The teacher sets short-	The teacher sets and	The teacher sets short-	The teacher consistently

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	learning Element 7.2 Element 7.3	term and long-term professional goals but fails to monitor progress or take action to meet the goals.	monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

APPENDIX B-4

Ohio School Counselor Evaluation System

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplishedr**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developingr**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

APPENDIX C-1

SALARY SCHEDULE 2025-2026

Step	BA	BA+15	MA	MA +15	MA +30
0	42,443	44,098	46,687	48,809	50,932
	1.00000	1.03900	1.10000	1.15000	1.20000
1	44,310	46,051	48,809	50,932	53,054
	1.04400	1.08500	1.15000	1.20000	1.25000
2	46,178	48,003	50,932	53,054	55,176
	1.08800	1.13100	1.20000	1.25000	1.30000
3	48,045	49,955	53,054	55,176	57,298
	1.13200	1.17700	1.25000	1.30000	1.35000
4	49,913	51,908	55,176	57,298	59,420
	1.17600	1.22300	1.30000	1.35000	1.40000
5	51,780	53,860	57,298	59,420	61,542
	1.22000	1.26900	1.35000	1.40000	1.45000
6	53,054	55,855	59,420	61,542	63,665
	1.25000	1.31600	1.40000	1.45000	1.50000
7	55,600	57,850	61,542	63,665	65,787
	1.31000	1.36300	1.45000	1.50000	1.55000
8	57,510	59,845	63,665	65,787	67,909
	1.35500	1.41000	1.50000	1.55000	1.60000
9	59,420	61,839	65,787	67,909	70,455
	1.40000	1.45700	1.55000	1.60000	1.66000
10	61,330	63,834	67,909	70,455	73,002
	1.44500	1.50400	1.60000	1.66000	1.72000
11	63,452	66,041	70,455	73,002	75,549
	1.49500	1.55600	1.66000	1.72000	1.78000
12	65,574	68,248	73,002	75,549	78,944
	1.54500	1.60800	1.72000	1.78000	1.86000
13	67,697	70,455	75,549	78,944	81,491
	1.59500	1.66000	1.78000	1.86000	1.92000
14	71,092	73,893	78,944	81,491	84,037
	1.67500	1.74100	1.86000	1.92000	1.98000
18	72,790	75,591	80,642	83,188	85,735
	1.71500	1.78100	1.90000	1.96000	2.02000
20	74,487	77,289	82,339	84,886	87,433
	1.75500	1.82100	1.94000	2.00000	2.06000
25	78,732	81,533	86,584	89,130	91,677
	1.85500	1.92100	2.04000	2.10000	2.16000
30	80,005	82,806	87,857	90,404	92,950
	1.88500	1.95100	2.07000	2.13000	2.19000

In addition–a 2.6% of base, $1104, longevity stipend each year beyond step 20, except for step 25 & 30. A lump sum payment will be made in the first pay of January in each contract year.

APPENDIX C-2

SALARY SCHEDULE 2026-2027

Step	BA	BA+15	MA	MA +15	MA +30
0	43,716	45,421	48,088	50,273	52,459
	1.00000	1.03900	1.10000	1.15000	1.20000
1	45,640	47,432	50,273	52,459	54,645
	1.04400	1.08500	1.15000	1.20000	1.25000
2	47,563	49,443	52,459	54,645	56,831
	1.08800	1.13100	1.20000	1.25000	1.30000
3	49,487	51,454	54,645	56,831	59,017
	1.13200	1.17700	1.25000	1.30000	1.35000
4	51,410	53,465	56,831	59,017	61,202
	1.17600	1.22300	1.30000	1.35000	1.40000
5	53,334	55,476	59,017	61,202	63,388
	1.22000	1.26900	1.35000	1.40000	1.45000
6	54,645	57,530	61,202	63,388	65,574
	1.25000	1.31600	1.40000	1.45000	1.50000
7	57,268	59,585	63,388	65,574	67,760
	1.31000	1.36300	1.45000	1.50000	1.55000
8	59,235	61,640	65,574	67,760	69,946
	1.35500	1.41000	1.50000	1.55000	1.60000
9	61,202	63,694	67,760	69,946	72,569
	1.40000	1.45700	1.55000	1.60000	1.66000
10	63,170	65,749	69,946	72,569	75,192
	1.44500	1.50400	1.60000	1.66000	1.72000
11	65,355	68,022	72,569	75,192	77,814
	1.49500	1.55600	1.66000	1.72000	1.78000
12	67,541	70,295	75,192	77,814	81,312
	1.54500	1.60800	1.72000	1.78000	1.86000
13	69,727	72,569	77,814	81,312	83,935
	1.59500	1.66000	1.78000	1.86000	1.92000
14	73,224	76,160	81,312	83,935	86,558
	1.67500	1.74100	1.86000	1.92000	1.98000
18	74,973	77,858	83,060	85,683	88,306
	1.71500	1.78100	1.90000	1.96000	2.02000
20	76,722	79,607	84,809	87,432	90,055
	1.75500	1.82100	1.94000	2.00000	2.06000
25	81,093	83,978	89,181	91,804	94,427
	1.85500	1.92100	2.04000	2.10000	2.16000
30	82,405	85,290	90,492	93,165	95,738
	1.88500	1.95100	2.07000	2.13000	2.19000

In addition–a 2.6% of base, $1137, longevity stipend each year beyond step 20, except for step 25 & 30. A lump sum payment will be made in the first pay of January in each contract year.

APPENDIX C-3

SALARY SCHEDULE 2027-2028

Step	BA	BA+15	MA	MA +15	MA +30
0	45,027	46,783	49,530	51,781	54,032
	1.00000	1.03900	1.10000	1.15000	1.20000
1	47,008	48,854	51,781	54,032	56,284
	1.04400	1.08500	1.15000	1.20000	1.25000
2	48,989	50,926	54,032	56,284	58,535
	1.08800	1.13100	1.20000	1.25000	1.30000
3	50,971	52,997	56,284	58,535	60,786
	1.13200	1.17700	1.25000	1.30000	1.35000
4	52,952	55,068	58,535	60,786	63,038
	1.17600	1.22300	1.30000	1.35000	1.40000
5	54,933	57,139	60,786	63,038	65,289
	1.22000	1.26900	1.35000	1.40000	1.45000
6	56,284	59,256	63,038	65,289	67,541
	1.25000	1.31600	1.40000	1.45000	1.50000
7	58,985	61,372	65,289	67,541	69,792
	1.31000	1.36300	1.45000	1.50000	1.55000
8	61,012	63,488	67,541	69,792	72,043
	1.35500	1.41000	1.50000	1.55000	1.60000
9	63,038	65,604	69,792	72,043	74,745
	1.40000	1.45700	1.55000	1.60000	1.66000
10	65,064	67,721	72,043	74,745	77,446
	1.44500	1.50400	1.60000	1.66000	1.72000
11	67,315	70,062	74,745	77,446	80,148
	1.49500	1.55600	1.66000	1.72000	1.78000
12	69,567	72,403	77,446	80,148	83,750
	1.54500	1.60800	1.72000	1.78000	1.86000
13	71,818	74,745	80,148	83,750	86,452
	1.59500	1.66000	1.78000	1.86000	1.92000
14	75,420	78,392	83,750	86,452	89,153
	1.67500	1.74100	1.86000	1.92000	1.98000
18	77,221	80,193	85,551	88,253	90,955
	1.71500	1.78100	1.90000	1.96000	2.02000
20	79,022	81,994	87,352	90,054	92,756
	1.75500	1.82100	1.94000	2.00000	2.06000
25	83,525	86,497	91,855	94,557	97,258
	1.85500	1.92100	2.04000	2.10000	2.16000
30	84,876	87,848	93,206	95,908	98,609
	1.88500	1.95100	2.07000	2.13000	2.19000

In addition–a 2.6% of base, $1171, longevity stipend each year beyond step 20, except for step 25 & 30. A lump sum payment will be made in the first pay of January in each contract year.

Appendix D-1

TUITION APPROVAL/REIMBURSEMENT FORM

(See Negotiated Agreement for further information.)

SECTION I — TUITION APPROVAL/DISAPPROVAL

EMPLOYEE NAME_____

SCHOOL_____DATE SUBMITTED_____

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

DATE CLASS STARTS_____

COLLEGE/UNIVERSITY_____

COURSE # AND TITLE_____

(Please complete separate form for each course title.)

SEMESTER HOURS _____COST PER HOUR _____

QUARTER HOURS_____

PLEASE CHECK ONE:

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

APPROVED_____

DENIED_____ REASON_____

Office Use Only

Cumulative Hours Approved:

Semester Hours _____ (12 max)

Quarter Hours_____ (18 max)

_____

Superintendent Date

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

Appendix D-2

SECTION II — TUITION REIMBURSEMENT

EMPLOYEE NAME _____

SUBMIT AFTER COMPLETION OF COURSE WORK FOR PAYMENT
(see Negotiated Agreement)

TO RECEIVE PAYMENT YOU MUST ATTACH THE FOLLOWING TO THIS FORM:

1. A receipt showing proof of payment for this course work.
2. An official transcript or record of same showing final grade for this course work.
3. Date course completed: _____(*see **DEADLINES** below)

APPROVED:

_____SEMESTER HOURS EACH @ $175 (Maximum Rate)

_____QUARTER HOURS EACH @ $125 (Maximum Rate)

_____ TOTAL AMOUNT APPROVED

❑NON-TAXABLE **001-2213-231** ❑ TAXABLE **001-2213-139**

DENIED:

REASON _____

***DEADLINES FOR REIMBURSEMENT**

- Course completed July 1 — December 31n
  - > Fifteen (15) work days prior to second pay in March.
- Course completed January 1 — June 30:
  - > Fifteen (15) work days prior to second pay in September.

_____

Superintendent Date

[Effective July 1, 2009]

APPENDIXœE

SALARY RECLASSIFICATION

NAME_____ DATE_____

MOVING FROM: **BA** **BA+15** **MA** **MA+15**

TO: **BA+15** **MA** **MA+15** **MA+30**

PLEASE LIST CLASSES EARNED TO MOVE UP ON THE PAY SCALE.

COURSE #	**COURSE NAME**	**UNIVERSITY/COLLEGE**	**ON FILE AT BOE**	**ATTACHED**
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

_____
Signature

Approved_____Denied_____Reason_____oo_____o_____

_____
Superintendent Date

***Classes must be completed and transcript available by September 15th of current school year.**

APPENDIX F

LERC PREMIUM PLAN DETAILS	
In-Network	**Out-of-Network**
$750 Single Deductible	$1,500 Single Deductible
$1,500 Family Deductible	$3,000 Family Deductible
$1,500 Coinsurance Limit Single (excluding deductible, medical and RX copays)	$3,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)
$3,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	$6,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)
Retail Pharmacy (30-day supply): Generic--$10.00 Preferred--$25.00 Non-Preferred--$50.00 Specialty - $60.00	Mail Order Pharmacy (90-day supply): Generic--$20.00 Preferred--$50.00 Non-Preferred--$100.00
Maximum Out-of-Pocket Limit or MOOP (including ded., coinsurance, medical and drug copays)	$6,600/$13,200 (Single/Family)

LERC STANDARD PLAN DETAILS	
In-Network	**Out-of-Network**
$1,000 Single Deductible	$2,000 Single Deductible
$2,000 Family Deductible	$4,000 Family Deductible
$2,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)	$4,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)
$4,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	$8,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)
Retail Pharmacy (30-day supply): Generic--$15.00 Preferred--$30.00 Non-Preferred--$60.00 Specialty - $100.00	Mail Order Pharmacy (90-day supply): Generic--$30.00 Preferred--$60.00 Non-Preferred--$120.00

Maximum Out-of-Pocket Limit or MOOP (including ded., coinsurance, medical and drug copays)	**$6,600/$13,200 (Single/Family)**

LERC BASIC PLAN DETAILS	
In-Network	**Out-of-Network**
$2,000 Single Deductible	**$4,000 Single Deductible**
$4,000 Family Deductible	**$8,000 Family Deductible**
$3,000 Coinsurance Limit Single (excluding deductible, medical and RX copays)	**$6,600 Coinsurance Limit Single (excluding deductible, medical and RX copays)**
$6,000 Coinsurance Limit Family (excluding deductible, medical and RX copays)	**$13,200 Coinsurance Limit Family (excluding deductible, medical and RX copays)**
Retail Pharmacy (30-day supply): Must meet deductible first then meds are: **Generic--$15.00** **Preferred--$30.00** **Non-Preferred--$60.00** **Specialty - $100.00**	**Mail Order Pharmacy (90-day supply): Must meet deductible first then meds are:** **Generic--$20.00** **Preferred--$50.00** **Non-Preferred--$100.00**
Maximum Out-of-Pocket Limit or MOOP (including ded., coinsurance, medical and drug copays)	**$6,600/$13,200 (Single/Family)**

APPENDIX G-1

KEYSTONE NEGOTIATIONS 2019

CONSENSUS STATEMENT

ISSUE #A2-Safety

March 5, 2019

During the collaborative negotiations for a successor agreement to the Contract between the Keystone Local School District Board of Education and the Keystone Local Education Association,
the parties reached consensus on the following non-contractual item:

1. The District will continue CPI, or equivalent, training and extend the training to additional staff.

2. Relevant information will be communicated to teachers in a timely fashion, when possible.

3. All parties will make a reasonable effort to provide a safe work environment.

APPENDIX G-2

KEYSTONE NEGOTIATIONS 2019

CONSENSUS STATEMENT

ISSUE #A1-Planning Time/TBTs

March 5, 2019

During the collaborative negotiations for a successor agreement to the Contract between the Keystone Local School District Board of Education and the Keystone Local Education Association,
the parties reached consensus on the following non-contractual item:

1. The work for the committee outlined in Article 33, Section 2 (1) is as follows:

    a. Revisit the process/procedures of TBT

    b. Revisit the TBT Forms

    c. Determine a time for the meetings to take place (ie: a change in the start times for buildings, study halls, early release days).

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

This MEMORANDUM OF UNDERSTANDING is made this 27th day of February, 2018, by and between the Keystone Local School District Board of Education (hereinafter "Board") and the Keystone Local Education Association, (hereinafter Association").

WHEREAS, the Board and Association have negotiated a Professional Negotiations Agreement effective July 1, 2016 through June 30, 2019; and

WHEREAS, the Board and Association have met, discussed and impact bargained over Article 14 and 15 of the negotiated agreement; and

WHEREAS, the Board and Association concur that given the administration's desire to provide more STEM opportunities at KMS/KHS and the current CBA ending June 30, 2019 does not include a supplemental position to provide a STEM Club, and the interest of both parties to have a tutoring program at Key Care, it is agreed upon to create the supplemental position of STEM Club Advisor and a Key Care Tutor rate.

NOW THEREFORE be it resolved the Board and Association enter into the following Memorandum of Understanding to add the supplemental position of STEM Club Advisor to commence the 2017-18 school year. The pay for this position will be as follows: Step 1 .03, Step 2 .035, Step 4 .04, Step 7 .06. The Key Care Tutor Rate will be $22 per hour. This agreement will not impact any other part of the CBA.

KEYSTONE LOCAL EDUCATION ASSOCIATION:

Kimberly A. Sturgill
Kimberly Sturgill, President

Jennifer Wooten
Jennifer Wooten, Vice President

Date 2-27-18

KEYSTONE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Franco Gallo, Superintendent

2-27-18
Date

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

This MEMORANDUM OF UNDERSTANDING is made this 18th day of May, 2017, by and between the Keystone Local School District Board of Education (hereinafter "Board") and the Keystone Local Education Association, (hereinafter Association").

WHEREAS, the Board and Association have negotiated a Professional Negotiations Agreement effective July 1, 2016 through June 30, 2019; and

WHEREAS, the Board and Association have met, discussed and impact bargained over Article 18 of the negotiated agreement; and

WHEREAS, the Board and Association concur that given the creation of the Athletic Director / Assistant Principal Position at KHS will require more support and the current CBA ending June 30, 2019 does not include a supplemental position to provide that support, it is agreed upon to create the supplemental position of Assistant Athletic Director.

NOW THEREFORE be it resolved the Board and Association enter into the following Memorandum of Understanding to add the supplemental position of assistant athletic director to commence the 2017-18 school year. The pay for this position will be as follows: Step 1 .10, Step 2 .11, Step 4 .12, Step 7 .13. This agreement will not impact any other part of the CBA.

KEYSTONE LOCAL EDUCATION ASSOCIATION:

Kimberly A Stuggill
Kimberly Stuggill, President

Jennifer Wooten
Jennifer Wooten, Vice President

Date 6-10-17

KEYSTONE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Franco Gallo, Superintendent

6-14-17
Date

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

This MEMORANDUM OF UNDERSTANDING is made this 18th day of December, 2018, by and between the Keystone Local School District Board of Education (hereinafter "Board") and the Keystone Local Education Association, (hereinafter Association").

WHEREAS, the Board and Association have negotiated a Professional Negotiations Agreement effective July 1, 2016 through June 30, 2019; and

WHEREAS, the Board and Association have met, discussed and impact bargained over Article 14 and 15 of the negotiated agreement; and

WHEREAS, the Board and Association concur that given the administration's desire to provide more STEM opportunities at KMS/KHS and the current CBA ending June 30, 2019 does not include a supplemental position to provide a Drone Club, it is agreed upon to create the supplemental position of Drone Club Advisor.

NOW THEREFORE be it resolved the Board and Association enter into the following Memorandum of Understanding to add the supplemental position of Drone Club Advisor to commence the 2018-19 school year. The pay for this position will be as follows: Step 1 .03, Step 2 .035, Step 4 .04, Step 7 .06. The supplemental payment for the 2018-2019 school year will be paid at 50%. Payments in subsequent years will be paid at the full rate, per the CBA. This agreement will not impact any other part of the CBA.

KEYSTONE LOCAL EDUCATION ASSOCIATION:

Kimberly A. Sturgill

Kimberly Sturgill, President

Jennifer Wooten

Jennifer Wooten, Vice President

Date 1/9/19

KEYSTONE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Daniel White

Daniel White, Superintendent

1/9/19

Date

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