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AGREEMENT

BETWEEN

THE NEW KNOXVILLE BOARD OF EDUCATION

AND

THE NEW KNOXVILLE EDUCATION ASSOCIATION

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2014

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>	
Article I	Terms of Agreement	1
Article II	Definitions	1
Article III	Recognition	2
Article IV	Procedures	2
	A. Statement of Principles	2
	B. Scope of Negotiations	2
	C. Requests for Negotiations	2
	D. Representatives	2
	E. Assistance and Study Committees	3
	F. Negotiation Meetings	3
	G. Agreement	3
	H. Impasse Procedures	3
	I. Payment of Negotiations Cost	4
	J. Protocol	4
	K. Amendment of Agreement	4
Article V	Severability	4
Article VI	Grievance Procedure	5
	A. Definitions	5
	B. Purpose	5
	C. Time Limits	5
	D. Informal Procedure	5
	E. Formal Procedure	6
	F. Rights of Teacher to Representation	7
	G. Group Grievances	7
	H. General Provisions	7
	I. Election of Remedies	8
Article VII	Employment Policies	8
	A. Limited Contracts	8
	B. Continuing Contracts	8
	C. Termination of Teaching Contracts	9
	D. Reemployment of Retired Teachers	9
	E. Assignment and Transfer	10
	F. Supervision and Appraisal of Certified/licensed Staff	11
	G. Dismissal Policy	12
	H. Personnel Records	13
	I. Parental Complaint Procedure	14
Article VIII	Reduction In Staff	14

**TABLE OF CONTENTS**  
**(CONTINUED)**

		<b><u>PAGE</u></b>
Article IX	Association Rights	16
	A. Rights of the NKEA	16
	B. NKEA Dues Payroll Deductions	17
Article X	Teaching Conditions	17
	A. Hours of Duty and Instructional Load	17
	B. Extracurricular Load	18
	C. School Year	18
	D. Teachers' Facilities	18
	E. Class Size	18
	F. Substituting During Conference and Planning Time	19
	G. Planning and Preparation Time	19
Article XI	Leaves	19
	A. Sick Leave	19
	B. Maternity/Adoption/Child Care Leave	21
	C. Professional Leave	22
	D. Personal Leave	23
	E. Assault Leave	23
	F. Jury/Court Duty	23
	G. Leave of Absence	24
	H. Educational Leave	24
	I. Family and Medical Leave	24
	J. Other Unpaid Leaves of Absence	25
	K. Abuse of Leave Privileges	25
Article XII	Salary Schedules and Regulations	
	A. 2011-2012 Salary Index and Schedule	Appendix A
	2012-2013 Salary Index and Schedule	
	2013-2014 Salary Index and Schedule	
	B. Salary Schedule Regulations	26
	C. Extended Service Pay Schedule	26
	D. Activity Passes	27
	E. Pay Periods	27
	F. Payroll Deductions/Computer Capabilities	27
	G. Mileage	27
	H. Tuition Reimbursement	27
	I. Professional Licensure Reimbursement	28
	J. Field Trips	28
	K. 2011-2012 Supplemental Pay Schedule	Appendix B
	2012-2013 Supplemental Pay Schedule	
	2013-2014 Supplemental Pay Schedule	

**TABLE OF CONTENTS**  
**(CONTINUED)**

	<b><u>PAGE</u></b>
Article XIII Insurance and Other Fringe Benefits	28
A. Insurance	28
B. Hospitalization	29
C. Changes in Coverage	29
D. Spouse's Insurance	29
E. Eligibility	29
F. Section 125 Plan	29
G. Insurance Opt-Out	30
H. Severance Pay	30
I. STRS Pick-Up	30
J. Workers' Compensation	30
K. Personal Leave Reimbursement	31
Article XIV Local Professional Development Committee	31
Article XV Mentoring	31
Article XVI Intervention Assistance Team	32
Article XVII Employee Disciplinary Procedure	32
Article XVIII General Policies	33
Article XIX Continued Performance	33
Article XX Management Rights	33
Article XXI Waiver of Negotiations	33
Article XXII Signatures	34
Appendix A Salary Schedules	
Appendix B Supplemental Pay Schedules	

## **ARTICLE I**

### **TERMS OF AGREEMENT**

The Board of Education of New Knoxville and the New Knoxville Education Association, AFT/OFT hereby agree that the items in this document, except base salary, be adopted effective as of July 1, 2011, through June 30, 2014. Base salary will be effective as of July 1, 2011, through June 30, 2014. Each shall be automatically renewed without action for additional yearly terms unless a party hereto shall notify the other, in writing, of its desire to terminate, amend, alter, or modify this Agreement by February 15 of its termination year.

The Board of Education and the New Knoxville Education Association agree that this document shall be the base from which future negotiations shall proceed. The parties further agree that this document inclusively consists of pages (1) through (43).

## **ARTICLE II**

### **DEFINITIONS**

“Board” - means the Board of Education of the School District of New Knoxville that is a party to this Agreement; also known as the New Knoxville Local Board of Education.

“District” - means the employer known as the School District of New Knoxville.

“Employer” - means the same as District.

“Supervisor” - shall be defined in accordance with R.C. 4117.01 (F).

“Association” - means the New Knoxville Education Association and its affiliated organization, which is the exclusive bargaining agent for the bargaining unit.

“AFT” - means the American Federation of Teachers.

“OFT” - means the Ohio Federation of Teachers.

“NKEA” - means the New Knoxville Education Association.

“Employee” - means a person who is a member of the bargaining unit as defined in Article III of this Agreement.

“Teacher” - means the same as employee, i.e., a member of the bargaining unit.

“Days” - shall mean teacher work days throughout the scheduled year and calendar week days through the summer months when school is not in session.

## **ARTICLE III**

### **RECOGNITION**

The New Knoxville Local Board of Education, hereinafter "Employer" or "District," hereby recognizes the New Knoxville Education Association, OFT/AFT -Local #4782, hereinafter the "Association" or "NKEA" as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all full-time and regular part-time certificated/licensed teaching employees, including tutors, of the New Knoxville Local School District, except and excluding all non-certificated/licensed employees, substitute teachers, supervisors, management employees, the Superintendent, Assistant Superintendent, principals, and other administrative personnel as defined and excluded in Chapter 4117 of the Ohio Revised Code.

## **ARTICLE IV**

### **PROCEDURES**

#### **A. Statement of Principles**

The negotiations teams, representing the Board and Association, shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding. All parties are obligated to conduct such negotiations in "good faith" as defined in Ohio Revised Code Section 4117.01 (G) and to deal openly and fairly with each other on all matters.

#### **B. Scope of Negotiations**

The scope of negotiations shall be in accordance with R.C. 4117.08 limited to: wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

#### **C. Requests for Negotiations**

At the first meeting, on February 15th, or as soon thereafter as the parties mutually agree, proposals will be submitted, in writing, by the negotiation committees with adequate copies for each side. The negotiating period between the two (2) committees shall begin on the 15th day of February of each negotiation's year and shall continue for a period of sixty (60) calendar days. Such period may be extended for an additional fifteen (15) days by mutual agreement. Initial proposals shall be submitted, in writing, by the party sponsoring such items for negotiation. After the first meeting no additional initial proposals shall be submitted by either party unless expressly agreed to by both parties. Further counter proposals may be provided, either in writing or orally, at the discretion of the proposer.

#### **D. Representatives**

The Board and the Association shall be represented at all negotiations meetings by a team of negotiators not to exceed three (3) members each.

E. Assistance and Study Committees

Each party may use no more than one (1) consultant per meeting to present matters deemed relevant and to address the teams as requested to provide information and background. Such consultant shall be identified at least one (1) day prior to the meeting at which he or she is to appear.

F. Negotiation Meetings

The parties shall, at the first meeting, establish a calendar of meetings and, prior to adjournment of each meeting, shall agree upon the next meeting date, time, and place.

Only committee members and consultants shall be present at negotiation meetings unless mutually agreed upon by the chairperson of each committee.

Private caucuses may be held by either committee. Such caucuses shall normally not exceed thirty (30) minutes unless the parties mutually agree to extend such time limit.

Progress reports may be given to the Board, by its chairperson, and to the teachers' Association, by its chairperson. No information shall be given to any news media while discussions are in progress.

G. Agreement

The purpose of "tentative agreements" is to develop a package that will be submitted to the Association and the Board for ratification. Initialing of tentative agreements shall be done in good faith. When a tentative agreement is reached on those matters to be negotiated, the understanding of the parties shall be reduced to writing, signed by the chairperson of each committee, dated, and, when all items have been tentatively agreed to or otherwise resolved, submitted as an entire package to the teachers' Association for ratification. The teachers' Association shall take action to ratify within ten (10) days of the receipt thereof. Upon ratification of such Agreement, a written statement of such action shall be forwarded to the chairperson of the Board. The Board will, after receipt of such advice, take action upon the Agreement reached by the negotiating committee at their next regularly scheduled meeting. If an agreement is not reached by June 30<sup>th</sup>, the Board will act within 10 calendar days of the receipt of such action. The Board shall, in writing, advise the teachers' Association of the action taken.

H. Impasse Procedures

1. If agreement is not reached within sixty (60) days following commencement of negotiations, the parties:
  - a. may mutually agree to extend the negotiating period for fifteen (15) days making the total number of days for anyone negotiating period seventy-five (75) days from the day of the initial meeting; or
  - b. request the appointment of a mediator.
2. If agreement is not reached by the end of the extension of the negotiating period as provided in Section 1., a., above, the parties shall request the appointment of a mediator from the Federal Mediation and Conciliation Services.

3. If the mediator is unable to assist the parties in reaching an agreement within thirty-one (31) days prior to the expiration date of the Agreement, the parties may proceed with the rules of 4117.14 (D), (2).
4. The cost, if any, of such mediating services shall be shared equally by the Board and the Association.

I. Payment of Negotiations Cost

Costs associated with negotiations, unless otherwise indicated above, shall be borne by the party incurring the expenses.

J. Protocol

Participation in negotiations shall not be the basis for non-renewal of a teacher's contract.

K. Amendment of Agreement

This Agreement may be amended during its term by mutual consent. The effective date of an amendment shall be set forth in the amendment.

## ARTICLE V

### **SEVERABILITY**

Whenever there is a conflict between a provision of this Agreement and any applicable state or federal law or its interpretation, the provisions of this Agreement shall prevail over all conflicting laws, except the laws regarding civil rights, unemployment and workers' compensation, public employee retirement, residency requirements, minimum educational requirements and minimum standards set by the State Board of Education, and any other subject protected by R.C. 4117.10 (A). All other provisions of this Agreement, which are not in conflict with any applicable state or federal law or its interpretation, shall continue in full force and effect in accordance with its terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law or its interpretation which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days once notice is served by the party upon the other.

## ARTICLE VI

### **GRIEVANCE PROCEDURE**

#### A. Definitions

1. A “grievance” is a claim by the Association or by one (1) or more teachers that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. A “grievant” shall mean a teacher or group of teachers or the Association filing a grievance.
3. A “party in interest” is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. An “aggrieved person” is the person or persons making the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Should any grievance as defined above arise, there shall be no suspension of instruction.

#### C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The time limits specified may, however, be extended by mutual written agreement. A grievance must be initiated within fifteen (15) working days after the employee is aware of the disputed situation.

Failure at any step in the procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

#### D. Informal Procedure

If a teacher feels that he/she has a grievance, he/she may first discuss it with his/her principal or immediate supervisor either individually or accompanied by a grievance representative in an effort to resolve the problem informally. The principal or immediate supervisor shall issue a response no later than fifteen (15) days after said meeting.

## E. Formal Procedure

### Level One - *School Principal (or Immediate Supervisor)*

If an aggrieved person is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within five (5) days following the informal decision. Forms for this purpose shall be available in the school office. The written grievance shall be directed toward the principal or immediate supervisor. Information copies shall be sent by the District to the Association and to the Superintendent. The written grievance shall contain a concise statement of the facts upon which the grievance is based and the specific provision of the Agreement or policies allegedly violated, misinterpreted, or misapplied, and the remedy sought. The grievance must also be signed by the grievant.

The Principal or immediate supervisor shall schedule a meeting to take place within five (5) days from the receipt of the written grievance with the purpose of resolving the grievance. The principal or immediate supervisor, within five (5) days after meeting with the grievant, shall render a written decision to the aggrieved person with a copy to the Association.

### Level Two - *Superintendent of Schools*

1. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Superintendent.
2. The Superintendent shall schedule a meeting to take place within five (5) days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
3. The Superintendent shall, within five (5) days after this meeting, render his/her decision in writing.

### Level Three - *Board of Education*

1. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level Two, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Board for a formal hearing in executive session at its next or succeeding regularly scheduled meeting.
2. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
3. The Board shall, within five (5) days after the formal hearing, render its decision in writing.

### Level Four - *Arbitration*

If, after receiving the decision of the Board, the matter is not satisfactorily settled, the Board or the Association may submit the matter in writing to arbitration within five (5) days after receipt of a decision from the Board, or the matter will be considered untimely.

The arbitrator shall be selected from a list of seven (7) names to be submitted by the American Arbitration Association or the Federal Mediation and Conciliation Service. From this list each side will have the right to strike one (1) name until but one (1) name remains. The first party to strike shall be determined by mutual agreement of the flip of a coin. The arbitrator whose name remains on the list shall be deemed selected by the parties. The arbitrator shall meet and conduct hearings as soon as possible after his/her appointment. A decision shall be rendered within thirty (30) days after the hearing or within a time mutually agreeable to both parties. The decision of the arbitrator shall be final and binding on both parties (as long as there is no conflict with the provisions of the Ohio Revised Code). Arbitration shall be limited to one (1) issue at any one time, and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The costs of arbitration shall be borne by the loser unless in a split decision in which case the arbitrator shall assign the costs.

F. Rights of Teacher to Representation

A grievant may be represented at any level of this procedure by a representative of his/her choosing. When the aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Reprisals shall not be taken against any teacher or any participant in the grievance procedure by reason of such participation.

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such relevant information as is requested for the processing of any grievance.

G. Group Grievances

The Association may submit any grievance that involves a group or class of teachers. If it is limited in effect to one (1) school, the grievance shall be submitted to the building principal; otherwise, it shall be submitted directly to the Superintendent.

H. General Provisions

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.
2. Decision rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
3. All meeting and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

I. Election of Remedies

A grievant shall not be denied his/her legal rights under the law provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction, or upon the filing of a charge or complaint with an appropriate administrative agency, the subject of which is also the subject of the pending grievance. Such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

**ARTICLE VII**

**EMPLOYMENT POLICIES**

A. Limited Contracts

The Superintendent shall make a recommendation to the Board as to the issuance of limited contracts. When the Board accepts the recommendation to hire or re-employ the sequence of limited contracts shall be as follows:

1. The length of the initial contract issued to all new hires shall be one (1) year.
2. The length of the second limited contract shall be one (1) year.
3. The length of the third limited contract shall be two (2) years.
4. The length of any limited contract thereafter shall be three (3) years.
5. If evaluations are unsatisfactory, a one (1) year probationary contract may be issued at the end of any limited contract period. Written reasons shall be given to the employee by the Superintendent during a conference with the Superintendent. Said employee shall be given aid and assistance to correct any areas of deficiency. If the employee is recommended for further employment, the above contract sequence shall be resumed at the point at which it was interrupted.

B. Continuing Contracts

A continuing contract is as defined in O.R.C. 3319.08.

Teachers eligible for continuing contract are those who, according to O.R.C. 3319.08 and 3319.11:

1. Have taught in the District for at least three (3) of the last five (5) years and
  - a. have a professional, permanent, life teacher's certificate or five (5) year license.
  - b. teachers without a Master's Degree when initially receiving a teaching certificate or educator's license must complete thirty (30) semester hours of coursework in the area of licensure or an area related to their teaching field.
  - c. teachers with a Master's Degree when initially receiving a certificate or license must complete six (6) hours of graduate coursework.

2. Have served for two (2) consecutive years in the District after having attained continuing contract status in another Ohio school district. (Out of state service may be accepted if the respective state's board of education has a reciprocity agreement with the Ohio State Board of Education.)
3. A teacher who is eligible to receive a continuing contract and has been recommended for such by the Superintendent shall receive one upon Board approval in accordance with the procedure in Ohio Revised Code 3319.11.

The Board may, by four-fifths (4/5) vote of its full membership; reject the Superintendent's recommendation that an eligible teacher be given continuing service status as defined in R.C. 3319.11. The Superintendent may recommend employment of such teacher under a limited contract for a period not to exceed two (2) years if continuing service status was not earned elsewhere in accordance with R.C. 3319.11.

4. A teacher who becomes eligible for a continuing contract during the term of a multi-year contract shall be granted a continuing contract upon the recommendation of the Superintendent and approval by the Board in accordance with the procedure in Ohio Revised Code 3319.11. Such continuing contract shall take effect at the expiration of the teacher's current contract.
5. Teachers who have met all legal requirements to become eligible for a continuing contract but who have, in the opinion of the Superintendent, certain deficiencies shall, if re-employed, be placed on a probationary contract for a period not to exceed two (2) years in accordance with Section 3319.11 of the Ohio Revised Code. The teacher shall be notified in writing of such action on or before April 30th of the year in which the teacher's limited contract expires. Such notice shall be in writing with reasons and prescriptions for the professional improvement of the teacher. If the teacher is re-employed after this probationary contract, it will be with continuing contract status.

C. Termination of Teaching Contracts

1. A teacher may terminate his/her contract in accordance with R.C. 3319.15.
2. The Board may terminate the contract of a teacher in accordance with R.C. 3319.16 and 3319.161.

The procedure for the termination of a contract shall be in accordance with R.C. 3319.16 and 3319.161.

D. Reemployment of Retired Teachers.

Any retired teacher employed by the New Knoxville Board of Education will be paid at the five (5) years experience step for his/her current educational degree level. If the retired teacher is re-employed in subsequent years, he/she will advance one year on the experience step for each additional year of teaching to a maximum of eight (8) years experience and receive the benefit of any negotiated base salary increase.

A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday being six (6) hours and fifty (50) minutes, exclusive of a duty-free lunch period,

which shall not be less than thirty (30) minutes pursuant to R.C. 3319.072. Teachers shall be entitled to time for instructional planning, evaluation, and conferences on a pro-rated basis.

The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111.

The retired teacher will not be eligible for board-paid fringe benefits other than group life insurance and other benefits required by law. However, the retired teacher may purchase the board's dental coverage through payroll deduction.

Retirement constitutes a break in service to the New Knoxville Local School for the purpose of severance, service credit, seniority, reduction in force, sick leave, medicare, etc. However, the retired teacher may again accrue sick leave starting at zero (0) days at the same rate as other teachers. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

A teacher shall be deemed "retired" under this agreement when he or she has been approved for service retirement by the State Teachers Retirement System. Because a teacher may retire only once, a retired teacher who resigns his/her position under this Memorandum of Understanding will not be considered to have retired again and is therefore not eligible for further severance pay.

An active teacher who is not yet retired will not be expected to give up any of his/her severance pay in order to be eligible for re-employment as a retired teacher under the Memorandum of Understanding.

E. Assignment and Transfer

The Superintendent shall assign teachers as deemed necessary for the welfare of the District. Recommendations from the other administrators and supervisors involved will be considered in making the assignments.

In all cases of transfer from one position to another, the administrators involved will be consulted and the teacher will be granted a meeting with these administrators and the Superintendent concerning the reason for such transfer.

1. Voluntary

All teacher assignments shall be made in concurrence with the standards of the Ohio State Board of Education and the New Knoxville Board of Education.

A unit member who wishes to be assigned to a new or different teaching position or grade level shall make the request to the Superintendent on the annual "intent form" or in response to the posting of a vacancy or new position. Intent forms to determine the desires of the teacher for the following school year shall be distributed during the first week of February and returned by March 1st. Such request on the "intent form" shall be kept on file in the Superintendent's office for one (1) year unless removed by the unit member. The response to a posting for a vacancy shall be valid only for that position.

New positions and vacancies for which there is not a request for transfer on an "intent form" shall be posted in accordance with Article VII, Section D., 3., of this Agreement.

2. Involuntary

Any professional staff member subject to an involuntary transfer after July 10th shall be permitted to resign prior to August 7th, without prejudice. Neither the Superintendent nor the Board shall request a suspension or removal of the staff member's teaching certificate/license should that person choose to resign before August 7th. The administration shall give a recommendation of said professional staff member which is unbiased by the resignation.

Any professional staff member involuntarily transferred shall be given primary consideration to be returned to his/her original position.

Each teacher shall be notified as to his/her teaching assignment for the next succeeding school year. The assignment notice shall be made prior to the first full week of August unless such notice is impossible due to a late resignation.

3. New Positions and Vacancies

Notification for vacancies and new positions during the school year shall be made at the time the vacancy occurs. The Board shall keep teachers informed by posting the vacancies on office bulletin boards and through notification via school district electronic mail.

The President of the Association shall also be given a notice of all vacancies. Such vacancies shall include: teaching positions, administrative positions, and extracurricular positions.

F. Supervision and Appraisal of Certified/licensed Staff

1. Purpose of Evaluation

The purpose of evaluation of certified/licensed personnel shall be to improve the instructional program, and to provide, in part, a record of the quality of each employee's service and, in part, a basis of judgment with respect to the continued employment of the employee.

2. Appraisal of Employee Performance

The Superintendent, with the assistance of his/her staff, including teachers, shall establish and maintain suitable procedures for adequate and periodic appraisal of the work of each employee and shall maintain records of such appraisals.

All teachers who are being evaluated for contract renewal shall have their first evaluation, including observations, conducted and completed by January 15th. Written reports and a conference shall be completed by January 25th.

All teachers who are being evaluated for contract renewal shall have their final evaluation, including observations, conducted and completed between February 10th, and April 1st. Written reports and conferences shall be completed by April 10th.

### 3. Limitations

Nothing in this procedure shall be construed to limit the right of the Superintendent to recommend, and the right of the Board to act on, the renewal or nonrenewal of any limited teaching contract.

### G. Dismissal Policy

The dismissal policy pre-supposes that a written record of evaluation of the teacher's professional services has been maintained. Evaluation shall represent a continuing dialogue between the teacher and his/her evaluator concerning aspects of the teacher's professional service.

1. All teachers prior to initial employment shall be thoroughly advised as to the evaluation procedures and instruments. Teachers shall be informed as to who shall observe and evaluate their performance and what the scope of the evaluation's authority will be. The teacher is to be notified of professional deficiencies.
2. Items to be placed in the teacher's permanent file shall be discussed between the teacher and the evaluator, and the teacher shall be given the opportunity to sign the item to signify his/her notification that the item will be placed in the file. Should the teacher choose not to sign, the item will be placed in the file with a notation to that effect. The teacher may make written comments in addition to the evaluator's conclusions, which will be included with the evaluation.
3. Evaluation records shall show evidence of continuity and the variety of services examined.
4. Each teacher shall be provided with a copy of the formal evaluation report.
5. Each teacher shall be provided assistance to correct professional difficulties and time to incorporate the recommended changes.
6. All evaluations of the teacher's activities shall be conducted openly and with the teacher's knowledge and awareness.
7. If it should become necessary to institute dismissal or non-renewal proceedings against any teacher, the Ohio Revised Code shall be followed to insure fairness to concerned parties.
  - a. Dismissal
    - (1) Any teacher who is to be dismissed by contract termination proceedings shall have written notice of the administration's or Board of Education's intended action, pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code. Receipt of notice may be followed by a conference with the administration, if so desired by the teacher, to discuss the dismissal decision.
    - (2) Any teacher who has been notified of intent to dismiss has the right to counsel and/or Association assistance and representation if so desired.

- (3) Any teacher who has been notified of intent to dismiss has the right to undertake with his/her representative a review of his/her own personnel file. The teacher has the right to request a copy of the record of the hearing.
  - b. Nonrenewal
    - (1) Any teacher who is to be nonrenewed shall have written notice of the Administration's or Board's intended action pursuant to Section 3319.11 of the Ohio Revised Code. Receipt of notice may be followed by a conference with the administration, if so desired by the teacher, to discuss the nonrenewal decision.
    - (2) Any teacher who has been notified of nonrenewal has the right to counsel and/or Association assistance and representation if so desired.
    - (3) Any teacher who has been notified of nonrenewal has the right to undertake with his/her representative a review of his/her own personnel file.
8. Nothing in this Agreement shall be construed as limiting the right of the Superintendent to recommend, and the right of the Board to act on the renewal or nonrenewal of any limited teaching contract.

#### H. Personnel Records

1. Central Office personnel files may include, without limitations, the following:
  - a. Application for employment, including references.
  - b. Copy of latest contract, properly signed.
  - c. Copy of latest salary notice.
  - d. Current Ohio teaching certificate/license for subject area.
  - e. Teacher's experience record.
  - f. Professional data forms, including workshops and in-service.
  - g. Transcript of college credits showing the official record of the degree granted, original and certified copy.
  - h. Record of military service.
  - i. Teacher evaluations.
  - j. Other professional documents including awards and citations.
2. Employees shall have the right, upon request, to review the contents of their personnel files in the presence of an administrator and to receive copies of any documents contained therein. Said employees shall be entitled to be accompanied by another person of their choice during such review.

Employees shall have the right to submit a written comment to any material placed in the file. Such written comment shall be attached to the item in the file to which it corresponds. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has received a copy.

3. The public will not have access to the following personnel records:
  - a. Medical records.
  - b. Records pertaining to adoption, probation, or parole proceedings.
  - c. Trial preparation records.
  - d. Confidential law enforcement investigatory records.
  - e. Records of which the release is prohibited by state or federal law.
  - f. Any other public record which the General Assembly may except from the requirement of Public Record Disclosure.

I. Parental Complaint Procedure

1. When a member of the public makes a complaint to the Board or any of its members or administrators concerning an employee, and the concern is thought to be serious enough to become a matter of record, the appropriate administrator shall inform the employee of the concern in a private meeting. The administrator and employee shall attempt to resolve the party's complaint. If not resolved, go to Step Two (2).
2. An administrator, employee, and/or complaining party shall meet to attempt to resolve the party's complaint.
3. Should the complaining party still not be satisfied and bring the concern to the Board, the employee shall be so informed and have the right to provide the Board information concerning the issue.
4. The employee may have a representative of the Association present at any level.

**ARTICLE VIII**

**REDUCTION IN STAFF**

When by reason of decreased enrollment of pupils by grade level or course or overall return to duty of regular teachers after leaves of absence or administrative service or by reason of suspension of schools or territorial changes affecting the District, insufficient funds or discontinuance of course offerings; the Board may make reductions of bargaining unit personnel in accordance with the following:

- A. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so, i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign. The employment of replacements for some positions may be necessary, however, in the event that employees in

the system do not possess the necessary certification/licensure and qualifications for a position required to be filled.

- B. In the event further reduction in staff is considered necessary by the Board, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent herein.
- C. Limited contracts shall be suspended before continuing contracts within each certified/licensed area.
- D. Within the above two categories, members of the bargaining unit shall have their contracts suspended in order of seniority. Seniority shall be determined as the total number of years of continuous employment with the New Knoxville Local School District. Should two (2) members have identical dates of employment, the date the contract was signed shall determine the member with the most seniority. Should those dates be identical, then the date stamped on the application as received in the office of the Superintendent shall determine the member with the most seniority. Part-time service will accrue seniority based on time worked.
- E. When a reduction is made in any area, all teachers certified/licensed in that area must be considered in accordance with the provisions of this Agreement. No teaching Certificate /license will be considered, however, unless on file with the Treasurer of the District.
- F. Any member of the bargaining unit on suspension shall be recalled in inverse order of such suspensions on the basis of seniority and certification/licensure. No new teachers shall be employed by the Board while there are members on suspension who qualify for any opening of a teaching position by nature of their certification/licensure and qualifications. However, nothing herein shall prevent the Board from reassigning current staff members to positions or duties in the certification/licensure area of a suspended teacher. The right of recall will continue for a period of one (1) year.
- G. A member of the bargaining unit shall not lose seniority when he/she changes assignment to a different position, department, grade level, or building. Seniority shall be determined by the number of years of experience in any position for which a teaching certificate/license is required in the New Knoxville Local School District as determined by the date of actual employment. Seniority shall not accumulate while a teacher is on suspension.
- H. The Board shall give written notice of recall from suspension by sending a registered or certified letter to said member at his/her last known address. It shall be the responsibility of the member to notify the Board of any change in address. The member's address as it appears on the Board's records shall be conclusive when used in connection with suspension, recall or other notice to the member. A member will be given five (5) calendar days to respond and shall report to work within the next ten (10) calendar days from the date of the receiving of the recall, unless an extension is granted in writing by the Board, said member shall be considered as a voluntary resignation and thereby terminate his/her employment contract and any other employment relationships with the Board.
- I. Placement on the salary schedule upon return of a member of the bargaining unit from suspension shall be at the level he/she would have attained at the time of his/her suspension. Such placement shall be on the proper step of the salary schedule in existence at the time of the member's return to service. Credit for experience on the New Knoxville Local School's salary schedule cannot accrue during the time the member is suspended under this section and has not gained experience in another district.

- J. Supplemental contracts are not subject to this Article.
- K. The Board will approve resignations from suspended contracts submitted at any time.
- L. Annually, not later than February 1st of each year, the Board will provide the Association with a list of all members of the bargaining unit employed by or having suspended contracts with the New Knoxville Local School System showing their years of seniority, areas of certification /licensure and contract status (limited, continuing, suspended). Such list shall also be posted in the Board office in a place accessible to all members. This list shall be kept updated to Board records at all times.
- M. The Board will suspend contracts under this policy when necessary to bring about a reduction in the size of the teaching staff for the reasons provided herein. Nothing herein shall preclude the Board from taking action on the recommendation of the Superintendent to otherwise nonrenew the limited contract of any teacher in accordance with the Ohio Revised Code and this Agreement.

## **ARTICLE IX**

### **ASSOCIATION RIGHTS**

#### A. Rights of the NKEA

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided by the Board in each school building, in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers without interference, censorship, or examination of such communications by the Board.

Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

The Association shall have the right to represent teachers in all employment relationships with the District as it pertains to Article IV, Section B.

Names, assignments, work locations, and non-confidential home addresses and telephone numbers of all members of the bargaining unit are provided without cost in the Auglaize County Education Directory, copies of which are provided by and distributed to district administrators through the Auglaize County Education Service Center.

The Association shall appoint all teacher representative(s) on all committees which consider wages, fringe benefits, terms of employment, and working conditions.

The District shall provide the President of the Association with a copy of the complete Board meeting agenda and any exhibits which are available to the public.

The District shall provide the President of the Association with a copy of the complete approved minutes of each Board meeting.

The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.

B. NKEA Dues Payroll Deductions

The Board agrees to deduct equally from each bi-weekly paycheck of each employee such sums of money as may be authorized by the employee for the Association in the manner described below. No deductions shall be made if written, signed, voluntary authorizations are not received. The Board also agrees to deduct equally from each bi-weekly paycheck of each employee such amounts for the support of such candidates, political parties, or issues as the employee, by written authorization, may designate and shall transmit any amounts so deducted as the authorization shall direct in the manner described below. Any such authorization shall be on a form that is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization. The Board may defray the actual administrative cost of making such deduction and transmittal in accordance with R.C. 3599.031. Should any conflicts arise between the provisions of this Article as they relate to political support deductions and the pertinent provisions of the Ohio Revised Code, the Ohio Revised Code shall govern.

1. The employee must authorize the deductions, in writing.
2. The deductions shall continue automatically unless withdrawn. Withdrawal of authorization may take place only between the start of the school year, and October 1st of the school year, and must be in writing to the NKEA and to the Board. If the deduction authorization is not withdrawn, the NKEA shall give, in writing to the Treasurer and the teacher no later than September 30th, the amount to be deducted for each employee.
3. The Treasurer of the Board shall give to the Treasurer of the NKEA the total amount of deductions quarterly.
4. If for any reason the Board fails to make a deduction for any employee, as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention, in writing, by the employee. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken or not taken by the Board in reliance upon any authorization cards or forms furnished to the Board by the Association or by an employee, or for the purpose of complying with any of the provisions of this Section.

**ARTICLE X**

**TEACHING CONDITIONS**

A. Hours of Duty and Instructional Load

The Board shall hold the administration responsible for the equitable distribution of work among the members of the staff. The length of the regular duty day for teachers shall be six (6) hours and fifty (50) minutes, exclusive of a duty-free lunch period which shall be not less than thirty (30) minutes pursuant to R.C. 3319.072. As a general pattern, teachers shall teach no more than seven (7) periods unless a secondary school day consists of eight (8) periods. Teachers shall be entitled to time for instructional planning, evaluation, and conferences pursuant to Rule 3301-35-03 (A) (12) of the Ohio State Board of Education.

The elementary teacher's load shall be adjusted in a similar manner by scheduling a longer noon hour or free periods.

In recognition of the significant impact of class size, the administration, with staff input, will consider the options which allow for the best education for the children with fairness to the teacher and Board.

B. Extracurricular Load

Selections for extracurricular supervisors will be handled by the Superintendent and principal with the agreement of the Board. The extra duty pay scale shall apply.

C. School Year

The length of the school year for classroom teachers shall be one hundred eighty-three (183) days.

D. Teachers' Facilities

The Board will provide a teachers' lounge and teacher workroom. Appropriate materials and equipment will be available to the teachers in the workroom.

E. Class Size

The Board and Association agree that class size is an important factor in the quality of education services. The Board and Association therefore agree that:

1. The class size maximums will be as follows:

K-3 grade	25 to 1
4-6 grade	30 to 1
7 -12 grade	175 students per year for instructional purposes only (excludes "specials" such as music, physical education, etc.)

Remuneration for excesses in class size provisions will be one hundred fifty dollars (\$150.00) per year, per student, over the class maximums not to exceed ten (10) students per year unless the teacher is assigned an aide. (For example, if a K-3 teacher has twenty-eight [28] students in his/her class, he/she would be paid an additional four hundred fifty dollars [\$450.00] above what is provided in the salary schedule). For determining class size for this Article, the Board and Association agree to utilize the figures reported to the State the first week of October of each school year.

2. Combined Classes -Both the Board and the Association recognize the considerable difficulties involved in arriving at an equitable class size limit. In consideration of student enrollment variables, combined classes shall be used after all other options have been explored and considered.

Combined grade classes shall be constituted by using students who maintain independent work/study skills and demonstrate good behavior and self-control, as determined by the principal, the previous teachers and the present teachers.

3. Assignments of students and teachers to buildings and classrooms is the responsibility of the Superintendent or his/her designee. In making such decisions, the Superintendent shall give consideration to the overall needs of the District, including facility limitations, financial considerations, transportation requirements, educational or curricular considerations, individual desires, and strengths and qualifications of pupils and teachers.

F. Substituting During Conference and Planning Time

The administration will make what in its judgment is an appropriate effort to secure substitutes. Any employee who, in the absence of a substitute, is requested by a supervisory administrator to teach a class during his/her assigned conference or planning time more than fifteen (15) minutes, for more than four (4) times per year, shall be compensated at seventeen dollars (\$17.00) per class period payable the last pay period in June. No teacher shall be required to give up his/her conference time to serve as a substitute for another teacher.

G. Planning and Preparation Time

Teachers shall be allowed to leave school during their planning periods without loss of leave time with the approval of an administrator or his/her designee.

## ARTICLE XI

### LEAVES

A. Sick Leave

1. Advance of Sick Leave

A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all new and returning full-time regular employees who have exhausted their sick leave. The advancement shall be limited to a maximum of five (5) days advanced during any one (1) school year.

2. Accumulation of Sick Leave

Employees will earn sick leave at the rate of one and one-fourth (1 1/4) days sick leave per month which is fifteen (15) days annual accumulative up to two hundred thirty (230) days for 2011-2014 school year.

Sick leave credit accumulated in another Ohio school district or public employment within ten (10) years of the date of the last term of public service must be properly certified by the clerk or executive of that school in order to receive credit in the New Knoxville Local Schools. Sick leave outside Ohio is not transferable.

### 3. Use of Sick Leave -Personal

Employees may use sick leave for absences due to personal illness, injury, pregnancy, or exposure to a contagious disease, which could be communicated to other employees or to students.

### 4. Use of Sick Leave -Immediate Family

Sick leave may also be used for illness or injury to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, husband, wife, child, stepparent(s), and stepchild(ren).

### 5. Use of Sick Leave -Death in the Immediate Family

Sick leave may also be used for death in the employee's immediate family. In this section, immediate family is defined to include all relatives listed in Section 4., plus sister, brother, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, fiancé, stepparent(s), and stepchild(ren)

### 6. Limitations

- a. Employees shall limit use of leave under Sections 4. and 5. to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
- b. All absence which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.
- c. All sick leave requests are subject to the approval of the Superintendent.
- d. Sick leave shall extend for only the duration of the accumulated sick leave.

### 7. Requests

- a. Employees shall notify his/her principal or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
- b. On the first work day following the absence, the employee is required by Section 3319.141 R.C. to furnish a written, signed statement justifying the use of sick leave. An employee who has been absent because of illness of a serious nature for more than five (5) consecutive work days may be asked to present a licensed physician's certificate. Such certificate shall list the name and address of the attending physician and the dates on which the physician was consulted.
- c. The employee bears full responsibility for requesting this form from the principal or supervisor, completing the form, and submitting the form to his/her principal or supervisor in person on the first day they are both on duty.

- d. Falsification of this statement is grounds for suspension or termination of employment as provided in Section 3319.081 and 3319.16 R.C.
- e. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate form is properly completed and submitted.

8. Incentive for not using sick leave

- a. Employees who use zero sick days in a school year will receive a stipend of \$200.00. Employees who use up to one full sick day in one school year will receive a stipend of \$100.00.

B. Maternity/Adoption/Child Care Leave

- 1. Paid Maternity Leave -The use of available sick leave for pregnancy shall be for the period of disability to a maximum of forty-two (42) calendar days. Additional time may be requested if the mother is unable to perform her normal teaching duties due to medical reasons. A request for additional usage must be accompanied by a written statement from the teacher's physician indicating that the teacher is disabled and not capable of returning to her normal teaching duties. While using sick leave, the usual cost of fringe benefits paid by the Board will be maintained.

If at any time during the term of pregnancy the Superintendent is of the opinion that such teacher is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such teacher to furnish to him/her a certificate, in writing by her physician, that such teacher is physically and mentally able to continue her service.

Every effort should be made by the Superintendent to reinstate staff members indicating at the time of the request to return from maternity leave to the original or comparable position. If availability of substitutes precludes this possibility, reinstatement will be made in an assignment for which the staff member is qualified.

- 2. Unpaid Maternity Leave -A pregnant teacher shall be granted, upon written request, unpaid maternity leave for the balance of the school year in which the birth of the child is expected, or for the amount of time to which she is entitled to leave under the Family and Medical Leave Act of 1993, whichever is greater. This request shall state the length of absence desired by the employee. The teacher shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except in emergency situations in which event the Superintendent shall immediately be notified of the date of said leave. At the request of the teacher, and with one (1) week prior notice, the maternity leave may be shortened by the Superintendent.
- 3. Adoption Leave -Upon written request, a parent adopting a child under the age of eighteen (18) or incapable of self-care because of a mental or physical disability shall be granted a paid leave of absence for four (4) calendar weeks from the date the parent receives the child. An unpaid leave of absence may be granted for a time period not to exceed the balance of the school year in which the teacher receives the child.

The Superintendent will reinstate a staff member who indicates when requesting the leave that he/she wants to return from Adoption Leave to the original or a comparable position. Nothing herein shall limit or restrict the rights of an adopting staff member under the Family and Medical Leave Act of 1993.

4. Child Care Leave -A teacher may request an unpaid leave of absence for the purpose of rearing a newborn child within one (1) year of the date of the child's birth. This request shall be submitted to the Superintendent, in writing, at least thirty (30) days in advance of the effective date of the leave. However, if the date of the child's birth requires leave to begin in less than thirty (30) days, the teacher need only provide such notice as is practicable. This request shall state the length of absence desired by the teacher. Child Care Leave shall not exceed one (1) year. When a full year is taken, the teacher shall begin such leave at the beginning of a semester.

Every effort shall be made by the Superintendent to reinstate staff members, indicating at the time of the request to return from maternity leave, to the original or comparable position. If availability of substitutes precludes this possibility, reinstatement will be made in an assignment for which the staff member is qualified.

A teacher shall be granted a salary increment only if said teacher has taught one hundred twenty (120) days during the year in which the leave is taken.

With respect to a teacher who is on Family and Medical Leave for the purpose of unpaid maternity, adoption, or child care leave, the insurance premiums mentioned in Article XI. of this Agreement will be paid by the Board for twelve (12) workweeks or for the duration of the leave, whichever is shorter. Thereafter, if the teacher is still on the same leave, he/she shall have the right to pay all such premiums himself/herself.

If a teacher fails to return to work at the New Knoxville Local School District following unpaid Maternity/Adoption/Child Care Leave, the Board may recover from the staff member the sums expended for health insurance premiums for coverage for the teacher during the unpaid Maternity/Adoption/Child Care Leave.

All other benefits mentioned in this Agreement will not be accrued or paid by the Board for a teacher during the period of time that the teacher member is on unpaid Maternity/Adoption/Child Care Leave.

#### C. Professional Leave

Each teacher will be granted two (2) days per school year for professional purposes in addition to state and local visitation, meetings, and days. Professional days must be used in attendance of directly related activities of the employees' teaching field (extracurricular activities and coaching clinics may be included.) Mileage (up to three hundred [300] miles per professional day) and registration fees and lodging (up to two hundred fifty dollars [\$250.00] total for each school year from 2011-2014) with respect to their teaching fields for professional meetings will be paid by the Board. (Maximum fifteen dollars [\$15.00] for meals per day usual and customary in addition to registrations and lodging.

Proof of attendance is required. NKEA/OFT business days as well as the state and local visitation meetings and days referenced in the first sentence of this paragraph are not included. (Four [4] aggregate professional days may be used each year for teacher association meetings with no reimbursement for mileage, registration fees, or food. Days must be used by official delegates elected or chosen to represent the association in an

official capacity.) Administrative approval must be secured in advance. The bill for those expenses to be paid by the Board must be presented to the office. A summary of 2 paragraphs must be submitted to the principal to present to the Board of Education.

D. Personal Leave

A teacher will be given two {2} days of leave per school year for personal reasons and may accumulate up to a maximum of four {4} days personal leave {carry two [2] days not used one [1] year into the next year totaling a maximum of four [4] days) by making written application with the administrative head of the employing unit. Whenever possible, application must be made one {1} week in advance with the principal so that too many teachers are not out on one {1} particular day to interfere with the proper operation of the school. This leave must be taken in minimum of one-half day increments of A.M. or P.M.

E. Assault Leave

Teachers shall immediately report cases of assault, suffered by the individual, in connection with his/her employment to his/her principal or other immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police, and courts. The Board will promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher's sick leave. The duration of this leave should be limited to thirty {30} days.

F. Jury/Court Duty

1. Jury Duty

The Board will pay full-time employees the difference between such employee's regular compensation and the regular remuneration received by him/her for serving as a juror provided the employee furnishes evidence of the amount of pay received for his/her jury service.

2. Court Duty

The Board shall provide up to a maximum of three (3) days of Court Duty Leave, with pay, to members of the bargaining unit for the following reasons:

- a. An appearance in court or other legal or administrative proceeding as a witness, provided that such employee is subpoenaed as a witness to give testimony relating to the teacher's duties in the course of such teacher's employment.
- b. An appearance in court or other legal or administrative proceeding as a defendant or respondent provided that such employee is a defendant in an action relating to the course of such teacher's employment.

Such leave as defined above shall be granted, upon written notice provided as soon as possible to the Superintendent by the member of the bargaining unit requesting such leave, and upon presentation of satisfactory evidence of such need by the member.

G. Leave of Absence

A leave of absence is an unpaid extended period of absence from duty by an employee of the New Knoxville Board of Education after written request has been made and granted by the Board.

H. Educational Leave

Leaves for pursuing further education in the person's teaching field shall be for one (1) school year or one (1) semester if a qualified substitute can be obtained. A teacher must return to full duty after the termination of the year or semester or his/her contract status will be lost. The one (1) year leave granted to further a teacher's education shall be considered as experience on the salary schedule.

I. Family and Medical Leave

1. Upon the terms and conditions of federal law (FMLA), each bargaining unit member is entitled to up to twelve (12) weeks of unpaid Family and Medical Leave in any twelve (12) month period. A bargaining unit member is permitted to take this leave for the following reasons:
  - a. The birth of a child or placement of a child with the employee by way of adoption or foster care;
  - b. Care for a newborn, adopted child, or foster child within one (1) year of the child's arrival;
  - c. Care of a child, parent, or spouse who has a serious health condition; and
  - d. Employee's serious health condition prevents him/her from doing his/her job.
2. For the purpose of administering Family and Medical Leave, each bargaining unit member will have an individual twelve (12) month period. A bargaining unit member's FMLA "year" commences on the first day that the member used FMLA Leave. From that date and for the next consecutive twelve (12) months, the employee will be eligible for twelve (12) weeks of unpaid FMLA Leave. The employee's next FMLA "year" commences when the employee next uses FMLA Leave after the expiration of the prior FMLA "year."
3. Substitution of Paid Leave
  - a. A bargaining unit member must substitute any of his/her accrued paid vacation or Personal Leave for leave provided under reason 1., a., or 1., b., for any part of the twelve (12) week period of such Family and Medical Leave.
  - b. A bargaining unit member must substitute any of his/her accrued Vacation Leave, Personal Leave, or Sick Leave for leave provided under reason 1., c., or 1., d., for any part of the twelve (12) week period of such Family and Medical Leave.
  - c. If the bargaining unit member has not accrued adequate paid leave to encompass the entire twelve (12) week period of Family and Medical Leave taken under this section, the additional weeks of leave necessary to attain the twelve (12) work weeks of leave will be taken without compensation.

- d. A bargaining unit member shall be eligible for partial or full Board payment of health insurance premiums, in accordance with amount payable to the bargaining unit member under Article XIII, A., while on FMLA Leave. However, if the bargaining unit member does not return to work for at least thirty (30) days following FMLA Leave (unless due to a continuation or recurrence of a serious health condition of the employee or a member of the employee's family), the Board shall recover from the employee any sums paid for premiums for health insurance coverage during the period of the FMLA Leave.
- 4. Employees may obtain complete details of the Family and Medical Leave provisions or FMLA request forms from the District Treasurer.

J. Other Unpaid Leaves of Absence

The Board will consider requests for other leaves of absence presented through the Superintendent. Requests must be in writing stating reasons for request. A leave may be granted for the following:

- 1. Illness, either mental or physical, the duration of the leave is not to extend over two (2) years. The person, on his/her return, shall submit to a physical exam by a medical doctor, and be certified as to his/her fitness to assume his/her duties. If no vacancy occurs upon his/her return, the person will be granted an extension of leave until a vacancy exists. If the Board, on its own initiative, grants a leave for illness, the basis for giving the leave must be established by a medical doctor.
- 2. Any person who vacates a position to serve in the Armed Forces shall be on leave for duration of the service. If he/she is honorably discharged, he/she shall be reinstated to his/her original contract status at the beginning of the school year following his/her return. Leaves of absence to serve in the Armed Forces shall be considered as experience on the salary schedule.
- 3. The Board shall expend no funds for payment of fringe benefits for persons granted an unpaid leave of absence by the Board except as may be required by the Family and Medical Leave Act of 1993. Such costs shall be borne by the individual employee for the period of time he/she is absent on an unpaid leave of absence. If, as a result of an unpaid leave of absence, it is necessary to calculate the cost of a particular fringe benefit on a prorated basis, this proration will be based upon the one hundred eighty-three (183) day work year. If applicable to a given unpaid leave of absence, COBRA rights will be granted to the employee on an approved unpaid leave of absence.

K. Abuse of Leave Privileges

Evidence indicating the abuse of leave with pay privileges shall be considered just cause for dismissal from service.

**ARTICLE XII**

**SALARY SCHEDULES AND REGULATIONS**

A. Salary Schedules will be in Appendix A

2011-2012 – 0.00 %	Base 31,382.36	2012-2013 – 0.00 %	Base 31,382.36
	2013-2014 – 0.00 %		Base 31,382.36

B. Salary Schedule Regulations

The Board will annually adopt a teacher salary schedule and file such schedule by October 15th of each year with the State Superintendent of Public Instruction (R.C. 3317.14). There shall be no differential salary allowed because of sex, marriage, or dependents.

For the term of this Agreement, the Board agrees that should the negotiated minimum annual base salary set forth above fall below the state minimum annual base salary required in R.C. 3317.13, the state minimum annual base salary required in R.C. 3317.13 shall apply.

Teachers will be classified for scheduling purposes by the Board at the beginning of each school year. At that time, they will be placed on the salary schedule at the levels warranted by their experience, training, position, and classification.

1. Base salary is multiplied by the percentage figure to determine compensation.
2. Credit shall be given for service in the Armed Forces in accordance with legal requirements of the State of Ohio.
3. Credit shall be given for teaching experience within the limits established by R.C. 3317.13.
4. Beginning teachers shall start at the 0 category of experience.
5. In the M.A.+ 10 category, the additional semester hours must be acquired after the M.A. degree was achieved. The additional hours must be graduate or others specifically approved by the Superintendent.
6. Teachers as defined in the recognition clause herein, teaching less than full-time, shall be salaried at the fractional part of his/her placement on the salary schedule.
7. In cases of uniform reduction in the maxima as provided by the salary schedule for certificated/licensed employees, the salaries shall be changed by equal percentages in the monthly rates for all certificated/licensed classifications (R.C. 3319.12).
8. Salary adjustments due to additional hours, placing a teacher in the next salary category, will be made at the beginning of the contract year and the beginning of the second semester with salary adjustments made on a one hundred eighty-three (183) day basis.

C. Extended Service Pay Schedule

Guidance - two (2) weeks additional to school year at daily rate.

Library – four (4) additional days to school year at daily rate.

Athletic Director – ten (10) additional days to school year at daily rate.

D. Activity Passes

Activity passes for specific school activities will be provided for individual teachers without charge. Passes may be obtained at a reasonable time prior to the event or activity, but not later than the close of school on the day of the event or activity.

E. Pay Periods

School employees will be paid twenty-six (26) pay periods per year (every other Friday). An employee must have completed at least ten (10) days of work before receiving the first paycheck. Any necessary adjustments in pay will be made on the second pay period of each month.

F. Payroll Deductions/Computer Capabilities

<u>1<sup>st</sup> Pay Period</u>	<u>2<sup>nd</sup> Pay Period</u>	<u>3<sup>rd</sup> Pay Period</u>
Retirement	Retirement	Retirement
NKEA Dues	NKEA Dues	NKEA Dues
Health Insurance	Health Insurance	City, State, Federal
Annuity	Annuity	Annuity (if desired)
Credit Union	Credit Union	Credit Union
City, State, Federal	City, State, Federal	Medicare
Optional Insurance	Optional Insurance	School District Tax
Medicare	Medicare	
School District Tax	School District Tax	

G. Mileage

Mileage reimbursement of three cents (\$0.03) less than the IRS rate per mile will be paid by the Board.

H. Tuition Reimbursement

Tuition reimbursement will be seventy-five dollars (\$75.00) per quarter hour or one hundred twelve dollars and fifty cents (\$112.50) per semester hour with the following stipulations:

1. Cannot carry hours from one year to another (non-accumulative).
2. Board will not reimburse any amount of courses for which grants or scholarships are received.
3. Board will reimburse employees from an \$8,000.00 district cap on a first come – first serve basis until the money for the school year has been expended.
4. Courses taken shall meet teacher certification/licensure requirements or shall be for improvement of classroom instruction or graduate courses leading to an M.A. degree.

5. Teachers must request approval from the Superintendent within two (2) weeks of enrollment in additional education courses to receive payment toward the course.
6. Payment will be made to individual teachers upon presentation of official university transcript or official proof of final grade to the school on a first come, first served basis. Reimbursement will be paid by the end of September each year for the previous year's classes.
7. The teacher must return to New Knoxville Local Schools the next school year to receive any reimbursement.
8. Reimbursement will not exceed the tuition of the course.
9. Documentation for reimbursement must be turned in to the District Treasurer by June 30<sup>th</sup> to receive reimbursement that September. Any documentation submitted after June 30<sup>th</sup> will be applied to the next school year.

I. Professional Licensure Reimbursement

The Board will reimburse its employees 50% of the cost of licensure. Reimbursement will be made in October of the following school year.

J. Field Trips

All field trips must directly relate to the content standards of the requesting teacher. Teachers may request only one field trip per school year. Special events or other activities may be considered by the Board of Education. Each field trip must be no more than 200 miles round trip. The superintendent has the authority to deny any field trip when financial conditions warrant.

K. Supplemental Pay Schedules – See Appendix B

**ARTICLE XIII**

**INSURANCE AND OTHER FRINGE BENEFITS**

A. Insurance

The Board will make available the following insurance:

1. Health- Hospitalization, Surgical, Major Medical
2. Dental - Reasonable and Customary
3. Life - \$25,000.00 Term Life Insurance
4. Vision - \$100.00 will be reimbursed to each employee per year. Receipts can only be turned in between November 1 and November 15 with reimbursement made the first pay period of December.

The Board will pay one hundred percent (100%) of the premium costs for both the current dental and life insurance plans, and ninety-two percent (92%) of the premium cost for the

PPO health insurance plan or changes thereto each school year beginning with the 2011-2012 school year and ending with the 2013-2014 school year. The board will pay ninety-one (91%) of the prescription plan. The Board has the right to change insurance carriers. However, it is agreed that there will not be any decrease in coverage during the term of this Agreement. If an employee elects to stay with the first dollar plan the employee will pay one hundred percent (100%) of the additional premium cost.

B. Hospitalization

Any employee may receive coverage through the New Knoxville Schools. Application must be made within one (1) month from the beginning of the school year. November is the open enrollment period if you do not elect to take insurance within the first month. This plan is on payroll deduction.

C. Changes in Coverage

Following the annual enrollment period, employees will maintain their selected coverage throughout the year except for the following situations:

1. Employees with individual coverage can change to family coverage if a marriage occurs or a child will be acquired through birth or adoption. In order to obtain coverage, the employer must be notified of the change within ten (10) days of the event.
2. Employees converting from coverage by a family member due to the other family member's loss of benefits will be covered on the first day of the month following enrollment in the insurance program.

D. Spouse's Insurance

1. The spouse of a new employee hired after July 1, 2008, who is employed and eligible for medical coverage through his or her employer must elect coverage by said employer in order to be eligible for secondary coverage under NKLSA's plan.
2. The term "eligible for coverage" means the employee's spouse's employer provides medical coverage and the employee contribution for the medical coverage is less than 50% of the premium.
3. The provision does not apply if the employee's spouse is not employed, is not eligible for medical coverage, or has to pay 50% or more of the premium through his or her employer.
4. This provision has no effect on any other dependents of the employee.

E. Eligibility for Insurance

1. Employees must work eleven hundred four (1104) or more hours per year in order to be eligible for medical insurance.

F. Section 125 Plan

The Board shall make available to employees the option to make the employee portion of

premium payments on a pre-tax basis by instituting a plan under Section 125 of the Internal Revenue Code.

G. Insurance Opt-Out

1. Any current employee or employee hired in the future who chooses not to enroll in medical insurance for which he/she is eligible shall receive a payment equal to fifteen percent (15%) of the Board's net savings resulting from this action. If both members of a husband and wife couple are employees of the New Knoxville Local School, only one (1) of them shall be considered eligible for Board-paid family insurance plans.
2. This payment will be paid with the first pay of December. If an employee opts-out of the insurance plan and later chooses to return and is readmitted during that school year, the employee shall reimburse the Board the fifteen percent (15%) within thirty (30) days of readmittance.

H. Severance Pay

Severance Pay will be granted, on accumulated days of sick leave, upon retirement of an employee of the New Knoxville Local Schools as follows:

1. Employee must have ten (10) or more years of service with any Ohio public institution.
2. Employee must show documented evidence of retiring within the State Teachers Retirement System of Ohio or School Employees Retirement System of Ohio (Disability Retirement included).
3. Pay will be granted at an employee's rate of pay at retirement. The maximum payment which may be made shall be twenty-five percent (25%) of accumulated sick leave. The maximum will be fifty-five (55) days for the 2011-2012 through 2013-2014 school years. Payment for sick leave on that basis shall be considered to eliminate all sick leave credit by the employee at that time.

I. STRS Pick-Up

The New Knoxville Board of Education elects to "pick-up" the required employee contributions stipulated in Section 3307.51 of the Ohio Revised Code at no cost to the Board, upon approval of the State Teachers Retirement System (S.T.R.S.). The Board agrees to account for the amount of "pick-up" and forward the same to the S.T.R.S., but assumes no further liability. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (I.R.S.) and any tax liability becomes the full responsibility of the employee. The Board may refuse to "pick-up" if so directed by the S.T.R.S. or I.R.S. or at any time the Board feels it places the Board in jeopardy. The Board agrees to make this "pick-up" available to employees covered by the School Employees Retirement System (S.E.R.S.) pursuant to O.R.C. 3309.47 on the same conditions as for employees covered by the S.T.R.S.

J. Workers' Compensation

Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of R.C. Chapter 4123.

K. Personal Leave Reimbursement

The Board recognizes the need to keep regular teachers in the classroom as much as possible. Therefore, an incentive for excellent attendance shall be provided by the Board, beginning at the end of the 1996-97 school year.

The Board will provide the following Personal Leave Incentive pay:

Any teacher who does not use Personal Leave in accordance with Article XI, Section D., during the school year shall have the option to receive a bonus of eighty-five (\$85.00) dollars per personal day for each school year beginning with the 2011-2012 school year and ending with the 2013-2014 school year. Such payment shall be paid to the teacher the last check of June each year. When a teacher opts to receive a bonus for an unused Personal Leave day, that day shall not be carried over as stated in Article XI, Section D.

**ARTICLE XIV**

**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. The New Knoxville School District will be a part of the Auglaize County Local Professional Development Committee Consortium and abide by the Consortium Agreement and By-laws.
- B. If any alterations are made to the current District goals that are used when evaluating a teacher's individual professional development plan, the Association and the Board will work together in the formation of those goals.
- C. Teacher members of the local Professional Development Committee will be reimbursed by the Board at a rate of twenty-five dollars (\$25.00) per meeting, not to exceed six (6) meetings in a twelve (12) month period per teacher. Teacher members are required to maintain an accurate activity log for attendance at these meetings and turn in these logs to the Treasurer by August 15<sup>th</sup> of that calendar year.
- E. An additional Professional Day will be granted for each day of required training for teacher members. Should training be required during the summer or on a Saturday, teachers will be paid a stipend equal to one (1) day's substitute pay.

**ARTICLE XV**

**MENTORING**

A. Mentoring

A mentor teacher will be assigned to all first year teachers new to the New Knoxville School District. The mentor will be assigned by the new teacher's principal. Entry year mentors Must attend required EYP (Entry Year Program) meetings throughout the year. Compensation for entry year mentors will be the amount predetermined by the EYP up to four hundred dollars (\$400.00) for mentors who have obtained Pathwise training. Compensation for mentors without Pathwise training will be one hundred and fifty dollars (150.00).

## ARTICLE XVI

### INTERVENTION ASSISTANCE TEAM

A. Intervention Assistance Team

Teacher members of the IAT team will be reimbursed by the board at the rate of seventeen dollars (\$17.00) per meeting. The team will consist of no more than four (4) members.

Teacher members are required to maintain an accurate activity log for attendance. To constitute a meeting, the meeting must last at least 30 minutes in length. Turn in accurate activity log at the end of school year for payment in June.

## ARTICLE XVII

### EMPLOYEE DISCIPLINARY PROCEDURE

A. The purpose of the Employee Disciplinary Procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employee's classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

B. An employee may be disciplined for willful insubordination, neglect of duty, violation of rules and regulations of the Board or for violation of administrative policies or directives adopted by the Board, in accordance with the following procedures:

1. 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 Employee Disciplinary Procedure is being initiated.
2. Written Reprimand (within one (1) year of verbal warning) -Within three (3) contract days, the employee shall have the right to request a conference. He/she may be represented by an elected representative of the Association.
3. Suspension (within one (1) year of written reprimand) -The Superintendent may suspend an employee without pay for up to three (3) contract days.

C. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. The employee will be given the opportunity to respond prior to suspension. 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) contract days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

D. Discipline will normally be progressive, but will be decided on an individual basis.

F. Fringe benefits shall remain in effect during the time of any suspension at the employee's expense.

- G. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Three, Article VI, Grievance Procedure.

## **ARTICLE XVIII**

### **GENERAL POLICIES**

It is recognized that the best interest of public education will be served by establishing procedures to provide an orderly method for the New Knoxville Board of Education, the Administration, and the New Knoxville Education Association to reach an agreement on matters within the scope of negotiations. These procedures will in no way infringe upon the following rights and responsibilities:

- A. The Board, under law, has the final responsibility of establishing policies for the District.
- B. The Administration has the responsibility of carrying out established policies, plus determining solutions to problems occurring not covered by established policy.
- C. Teachers shall have the right to join, or not to join any teacher organization, and membership in any organization shall not be a condition of employment or continued employment in the New Knoxville Local School District.
- D. Recommendations may be made to the Board by the Association through the Superintendent covering non-negotiable items, followed by study, with final decision regarding such items left to the discretion of the Board.

## **ARTICLE XIX**

### **CONTINUED PERFORMANCE**

The Association agrees that during the term of this Agreement it shall not sponsor or endorse a work stoppage in contravention of R.C. 4117.15 (A) and 4117.18 (C).

## **ARTICLE XX**

### **MANAGEMENT RIGHTS**

The Association recognizes that the Board is vested exclusively with rights of management as defined in R.C. 4117.08 (C).

Nothing in this Agreement herein shall be deemed to limit the Board in any way in the exercise of regular and customary functions of management.

## **ARTICLE XXI**

### **WAIVER OF NEGOTIATIONS**

This Master Contract represents the full understanding and commitment between the parties and

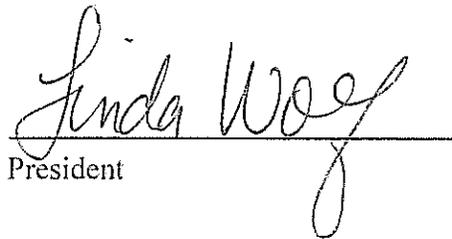
replaces all previous agreements. This Master Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed by the Board of Education and the New Knoxville Education Association.

**ARTICLE XXII**

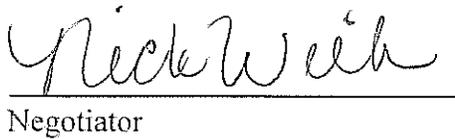
**SIGNATURES**

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Education and the New Knoxville Education Association, its officers and members, have hereunto set our hands this 31 day of March, 2011.

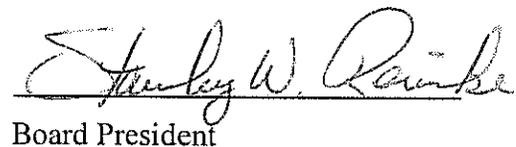
NEW KNOXVILLE EDUCATION  
ASSOCIATION

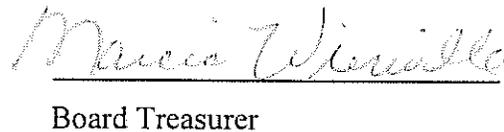
  
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President

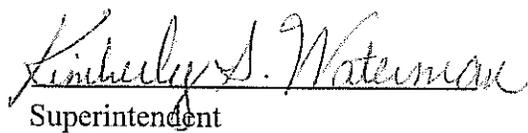
  
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Negotiator

  
\_\_\_\_\_  
Negotiator

BOARD OF EDUCATION OF THE  
NEW KNOXVILLE LOCAL SCHOOL

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Treasurer

  
\_\_\_\_\_  
Superintendent

# NEW KNOXVILLE LOCAL SCHOOL

## 2011-2012, 2012-2013, 2013-2014 SALARY INDEXES AND SCHEDULES

BASE SALARY 31382.36

<b>Years Exp.</b>	<b>Non Degree</b>	<b>Non Deg. Salary</b>	<b>BS Index</b>	<b>BS Salary</b>	<b>BS5 Index</b>	<b>BS5 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>	<b>MA+10 Index</b>	<b>MA+10 Salary</b>
0	0.865	27,145.74	1.000	31,382.36	1.038	32,574.89	1.095	34,363.68	1.111	34,865.80
1	0.900	28,244.12	1.040	32,637.65	1.082	33,955.71	1.144	35,901.42	1.161	36,434.92
2	0.935	29,342.51	1.080	33,892.95	1.126	35,336.54	1.193	37,439.16	1.211	38,004.04
3	0.970	30,440.89	1.120	35,148.24	1.170	36,717.36	1.242	38,976.89	1.261	39,573.16
4	1.005	31,539.27	1.160	36,403.54	1.214	38,098.19	1.291	40,514.63	1.311	41,142.27
5	1.040	32,637.65	1.200	37,658.83	1.258	39,479.01	1.340	42,052.36	1.361	42,711.39
6	1.040	32,637.65	1.240	38,914.13	1.302	40,859.83	1.389	43,590.10	1.411	44,280.51
7	1.040	32,637.65	1.280	40,169.42	1.346	42,240.66	1.438	45,127.83	1.461	45,849.63
8	1.040	32,637.65	1.320	41,424.72	1.390	43,621.48	1.487	46,665.57	1.511	47,418.75
9	1.040	32,637.65	1.360	42,680.01	1.434	45,002.30	1.536	48,203.30	1.561	48,987.86
10	1.040	32,637.65	1.400	43,935.30	1.478	46,383.13	1.585	49,741.04	1.611	50,556.98
11	1.040	32,637.65	1.440	45,190.60	1.522	47,763.95	1.634	51,278.78	1.661	52,126.10
12	1.040	32,637.65	1.480	46,445.89	1.566	49,144.78	1.683	52,816.51	1.711	53,695.22
13	1.040	32,637.65	1.520	47,701.19	1.610	50,525.60	1.732	54,354.25	1.761	55,264.34
14	1.040	32,637.65	1.520	47,701.19	1.610	50,525.60	1.732	54,354.25	1.761	55,264.34
15	1.040	32,637.65	1.520	47,701.19	1.610	50,525.60	1.732	54,354.25	1.761	55,264.34
16	1.040	32,637.65	1.560	48,956.48	1.654	51,906.42	1.781	55,891.98	1.811	56,833.45
17	1.040	32,637.65	1.560	48,956.48	1.654	51,906.42	1.781	55,891.98	1.811	56,833.45
18	1.040	32,637.65	1.560	48,956.48	1.654	51,906.42	1.781	55,891.98	1.811	56,833.45
19	1.040	32,637.65	1.560	48,956.48	1.654	51,906.42	1.781	55,891.98	1.811	56,833.45
20	1.040	32,637.65	1.600	50,211.78	1.698	53,287.25	1.830	57,429.72	1.861	58,402.57

## EXTRA CURRICULAR ACTIVITIES

2011-2012, 2012-2013, 2013-2014                      BASE                      31,382.36

### ATHLETIC ACTIVITIES

<u>ACTIVITY</u>	<u>Index</u>	<u>2011-2014</u>
Athletic Director	12.00	3765.88
Athletic Supervisor	12.00	3765.88
H.S. Boys or Girls Varsity Basketball	16.00	5021.18
H.S. Boys or Girls Reserve Basketball	10.00	3138.24
Varsity Assistant Boys or Girls Basketball	8.00	2510.59
Freshman Boys Basketball	6.00	1882.94
Boys or Girls 7th & 8th Basketball	8.00	2510.59
Boys or Girls 8th Grade Basketball	6.00	1882.94
Boys or Girls 7th Grade Basketball	5.00	1569.12
High School Cheerleader Advisor	5.00	1569.12
Junior High Cheerleader Advisor	4.00	1255.29
Girls Varsity Volleyball	12.00	3765.88
Girls Assistant Volleyball	5.00	1569.12
Girls Reserve Volleyball	8.00	2510.59
Girls 7th & 8th Grade Volleyball	6.00	1882.94
Girls 8th Grade Volleyball	5.00	1569.12
Girls 7th Grade Volleyball	4.00	1255.29
Varsity Baseball	11.00	3452.06
Asst. Varsity Baseball	3.00	941.47
JV Baseball - if numbers	6.00	1882.94
High School Track	11.00	3452.06
Assistant Varsity Track	6.00	1882.94
Junior High Track - 2	5.00	1569.12
Cross Country - H.S., J.H.	10.00	3138.24
Cross Country - High School	8.00	2510.59
Cross Country - Junior High	3.00	941.47
Soccer - Varsity	11.00	3452.06
Soccer - Asst. Varsity	5.00	1569.12
Soccer - J.V.	6.00	1882.94
Elem. Boys, Girls Basketball, Volleyball	2.75	863.01
Golf Coach	8.00	2510.59
Weight Training - Boys, Girls yr. round	3.00	941.47

## EXTRA CURRICULAR ACTIVITIES

2011-2012, 2012-2013, 2013-2014                      **BASE**                      **31,382.36**

## EDUCATIONAL ACTIVITIES

<u>ACTIVITY</u>	<u>Index</u>	<u>2011-2014</u>
H.S. Scholastic Bowl	5.00	1569.12
J.H. Scholastic Bowl	1.00	313.82
Pep Club	2.75	863.01
NHS Advisor	2.75	863.01
Prom, Junior Class Advisor	5.00	1569.12
Concessions Advisor	4.00	1255.29
Student Council Advisor	1.00	313.82
German Club Advisor	2.75	863.01
Spanish Club Advisor	2.75	863.01
School Play Director	5.00	1569.12
Spring Musical	5.00	1569.12
Yearbook	5.00	1569.12
Pep Band Director, Inst. Vocal	4.00	1255.29
Summer Band Director - Min. 45 hrs.	8.30	2604.74
Asst. Band Director - Min. 25 hrs.	2.00	627.65
I.D.A.A. Advisor	1.00	313.82
8th Grade D.C. Trip Advisor	2.75	863.01
Science Fair	1.00	313.82
Power of the Pen Advisor	2.75	863.01
God, Flag, Country	1.00	313.82
Fine Arts	2.75	863.01
Saturday School		12.50
Instructional out of school tutor		17.00