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**MASTER AGREEMENT**

between the

**KENTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**KENTON EDUCATION ASSOCIATION**

**EFFECTIVE JULY 1, 2013, THROUGH JUNE 30, 2016**

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## **ARTICLE I – RECOGNITION**

- 1.01 The Kenton City School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Kenton Education Association, hereinafter referred to as the "Association", for the term of this Agreement as the sole and exclusive bargaining representative, as defined in Chapter 4117 of the Ohio Revised Code, for the purposes of negotiating wages, fringe benefits, terms and other conditions of employment.
- 1.02.1 The "bargaining unit" shall be deemed to include all full-time and regular part-time certified personnel who are under contract with the Board for at least four (4) hours per day.
- 1.03 Management, supervisory, intermittent, temporary, and substitute teachers, shall be excluded from the bargaining unit. These exclusions shall be comprised of, but not be limited to, the following positions:
- A. Superintendent
  - B. Assistant Superintendent
  - C. Principal(s)
  - D. Assistant Principals(s)
  - E. Psychologist
  - F. Athletic Director
  - G. Any other position governed by O.R.C. 3319.02

## **ARTICLE II – DEFINITIONS**

The following definitions shall be applicable to this Agreement:

- 2.01 **"Association"** means the Kenton Education Association, an affiliate of the Ohio Education Association and the National Education Association, its officers and those teachers included in the bargaining unit as defined under Article I herein.
- 2.02 **"Board"** means the Board of Education of the school district of Kenton City and its designated representatives.
- 2.03 **"Days"** means calendar days except when otherwise indicated in this Agreement.
- 2.04 **"District"** means the School District of Kenton City which is under the control of the Kenton City Board of Education which is the employer.
- 2.05 **"Teacher"** means any person who is employed by the Board in a position included in the bargaining unit as defined in Article I of this Agreement.
- 2.06 **"Employer"** means the Kenton City Board of Education and its designated representatives.
- 2.07 **"Immediate Supervisor"** means the non-bargaining unit employee (supervisor) to whom the teacher directly reports.
- 2.08 **"K.E.A."** means the Kenton Education Association, its officers, and those teachers included in the bargaining unit as defined under Article I herein.

- 2.09 "Bargaining Unit" means that group of teachers which is employed by the Board in a position as defined by Article I and is, therefore, subject to the terms and conditions of this Agreement.
- 2.10 "Staff" or "Staff member" means the same as Teacher.
- 2.11 "System" means the same as District.
- 2.12 "He, His, and Him" will be used throughout this Agreement as a neutral pronoun in reference to either gender.
- 2.13 "Business days" means any day that the Board of Education Offices are open for business.

### **ARTICLE III – NEGOTIATIONS PROCEDURES**

- 3.01 **Request for Negotiation Meetings**  
Sixty (60) to Ninety (90) days prior to the expiration of the Agreement, either the Board or the Association may submit a Notice to Negotiate to initiate the negotiation process. The Association shall direct its request to the Superintendent and the Board shall direct its request to the President of the Association. The agenda shall be established at the first negotiation session. No items shall be admitted thereafter except by mutual agreement of the parties.
- 3.02 **Negotiation Meetings**  
A meeting time and place will be established at a mutually agreed upon time within fourteen (14) days after the Notice to Negotiate has been served. The meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately for an agreed length of time. Both parties shall exchange complete written proposals at this first meeting.
- 3.03 **Negotiation Team**  
A maximum of five (5) members of the Board, or designated representative(s) of the Board, will meet with a maximum of five (5) representatives designated by the Association to discuss and reach mutually satisfactory agreements. Neither party shall have control over the selection of the team members of the other. Team members are empowered to make proposals and counterproposals, and to reach tentative agreement on items being negotiated. "Good Faith" shall be defined as "bargaining collectively" pursuant to Ohio law.
- 3.04 **Assistance**
- A. The teams may call upon competent resource people who may only be used to aid in the considerations and to make suggestions. Only three (3) resource people may be used by each team at any one (1) meeting. The expense of such consultants shall be borne by the party requesting them.
  - B. Upon reasonable written request, the Board and the Association shall provide the other with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the

other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

**3.05**      **Rules for Negotiation Meetings**

- A.    At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed. Recesses may be called by the representative of either team for a reasonable length of time agreeable to both parties. Each negotiation session shall be limited to three (3) hours unless extended by mutual agreement.
- B.    Tentative agreements arrived at during the meetings shall be written down and initialed by both team chairmen.

**3.06**      **Agreement**

When and if a successor Agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and then to the Board for approval. There shall be four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Board and two (2) by the Association. One copy will be sent to the State Employment Relations Board. The Board shall make copies of the Agreement available in each building office and/or library. The Board and Association will jointly prepare the new Agreement in the offices of the Board of Education within ten (10) days after the tentative agreement is reached. A copy of the Agreement will be given to each member of the bargaining unit within thirty (30) days after the Agreement is signed. The costs of publication will be shared equally by the parties.

**3.07**      **Disagreement**

- A.    In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of the Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.
- B.    The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.
- C.    In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

**ARTICLE IV -- GRIEVANCE PROCEDURE**

**4.01**      **Definitions:**

- A.    A "grievance" shall mean an allegation by a bargaining unit member or the

Association that there has been a violation, misinterpretation or improper application of this Agreement. Where the alleged grievance is of a nature that qualifies for appeal under any other authorized tribunal, the aggrieved teacher shall appeal through such tribunal in accordance with the rules of that body. Such grievances shall not be appealable beyond Level Two of the grievance procedure as contained herein.

- B. A "grievant" shall mean a teacher or the Association who has filed a grievance.
- C. A "party in interest" is the person, persons, or the Association making the claim and any who might be required to take action or against whom the action might be taken in order to resolve the claim.
- D. "Days" shall mean teacher work days.

#### 4.02 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting teachers and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 4.03 Procedures

##### A. Time Limits

1. 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 agreement.
2. Failure of the Board at any level in this procedure to communicate decisions on a grievance in writing within the specified time limits as called for, shall permit the grievant to proceed to the next level within the stipulated time limits established for the next level.
3. Failure of the grievant at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the Board's last answer and there shall be no further right to appeal.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant or the Association, the time limits set forth herein may be mutually reduced so that the procedures may be exhausted prior to the end of the school year or as soon as is practicable.

**B. Informal Procedure**

1. If a teacher feels that he has a grievance, he shall first discuss it with his Principal or immediate supervisor individually in an effort to resolve the problem informally.
2. An Association grievance shall be discussed with the appropriate administrative supervisor before it can be taken to Level One.

**C. Formal Procedures**

**1. Level One—School Principal (or Immediate Supervisor)**

- a. The grievant will be permitted a representative of his choice at this level.
- b. If the grievant is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the occurrence of the incident giving rise to the grievance. This form is in Appendix F.
- c. The Principal or Immediate Supervisor, within five (5) days after receipt of the grievance, shall render a written decision to the grievant, with a copy to the Association.
- d. At each level of the grievance procedure, the grievant shall submit the original grievance with all previous responses and relative data attached. The same shall be returned to the grievant with the Board Representative's answer.

**2. Level Two--Superintendent of Schools**

- a. The grievant will be permitted a representative of his choice at this level.
- b. If the grievant is not satisfied with the decision concerning his grievance at Level One, he may within five (5) days after the decision is rendered, refer the original grievance and all relative data to the Superintendent.
- c. The Superintendent and/or his designee(s) shall schedule a meeting to take place within ten (10) days from the receipt of the written grievance for the purpose of resolving the grievance. Either party shall have the right to call such witnesses as they deem necessary to develop facts pertinent to the grievance.
- d. The Superintendent shall, within five (5) days after this meeting, render his decision in writing.

**3. Level Three—Arbitration**

- a. If the grievant or the Association is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after the decision is rendered, request in writing to the Association that his grievance be submitted to arbitration.
- b. The Association may within ten (10) days after the decision is rendered at Level Two request that the grievance be submitted to arbitration by so notifying the Superintendent in writing. Any grievance not appealed within the above time limits shall be considered resolved based on previous decisions rendered.

- c. Upon receipt of a request to arbitrate, the parties shall, within ten (10) days, request the American Arbitration Association to furnish the parties with a list of seven (7) qualified arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name remains. This person shall be the person to hear the arbitration case. The party requesting arbitration shall strike the first name from the list. Either party shall have the right to request a different list of Arbitrators if any list is deemed unacceptable.
- d. The Arbitrator shall hold the necessary hearing promptly and issue his decision with a reasonable time.
- e. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement.
- f. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision.
- g. The Arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The Arbitrator shall not establish any *new* or different wage rates not negotiated as part of this Agreement.
- h. The recommendation of the Arbitrator shall be binding upon the Association, the Board, and employees. Any cost involved in obtaining the list of arbitrators shall be divided equally between the Association and the Board. All cost directly related to the services of the Arbitrator shall be divided equally between the Association and the Board.

#### **4.04 Rights of the Teacher**

- A. Any teacher shall have the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. An Association representative shall have the opportunity to be present at all formal levels of the procedure.
- B. Subject to the provisions contained herein, the Board will cooperate with the Association in its investigation of any grievance by complying with the Association's reasonable request for information relative to the grievance.
- C. Any teacher may withdraw a grievance at any point by submitting in writing statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

#### **4.05 General Provisions**

- A. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the Arbitrator prior to hearing the merits of the grievance. If the

Arbitrator declares the grievance not arbitrable, the grievance shall not be subject to further appeal.

- B. If a Grievance hearing is scheduled by the Employer during working hours, the grievant, his representative and any witnesses required to attend shall be released to attend such hearing without loss of pay.
- C. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.
- D. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step of the procedure.
- E. The Association may be present at all levels.

## **ARTICLE V – ASSOCIATION RIGHTS**

### **5.01 Bulletin Boards/School Mail**

- A. The Board shall provide bulletin board space in each school building in areas frequented by teachers for use by the Association for the posting of Association notices.
- B. Any posting of notices on bulletin boards *in* the schools shall be done in good taste. This includes postings of a partisan political nature. In no case will Association positions either for or against local candidates for local offices be done publicly *in* the school nor through the school mail system.
- C. The Association shall also have the right to use school mailboxes and the school mail system for communications with its members or the administration on matters relating to the bargaining unit employees.
- D. All postings placed on bulletin boards delegated to the Association shall be signed and dated by an officer of the Association. Any materials posted on such boards without the authorization of an Association officer shall be removed by the Association.

### **5.02 School Directory**

The Association shall be provided with a copy of the school directory each school year as soon as the directory becomes available.

### **5.03 Staff Meetings**

An Association representative will be included in the agenda of the first general staff meeting of each school year to explain the Association.

**5.04 Use of School Facilities**

- A. Subject to the advanced approval of the Superintendent or his designee, the Association shall be permitted to use designated school buildings for the purpose of holding regular Association meetings.
- B. The Association shall not be charged for the use of such buildings, but shall be responsible for proper clean-up following meetings and shall be held accountable for the security of the premises.

**5.05 Association Business**

Except as otherwise specifically provided herein, all representatives of the Association shall confine their Association business to non-work times so as not to obstruct, hamper, or in any manner interfere with the operation of the school.

**5.06 Board Meeting Agenda**

The Board shall provide the Association with two (2) copies of the Board meeting agenda, except for issues that are for executive session.

**5.07 Release Time for Association Business**

The Association President or his designee, shall be provided with up to three (3) days of paid release time for the purpose of conducting Association business. The teacher shall request such leave, in writing, at least ten (10) days in advance through his immediate supervisor.

**5.08 Board Policy Changes**

The Board shall furnish to the Association two (2) dated copies of any policy, outside the Master Agreement which is acted upon by the Board and which directly affects teachers. These copies are to be furnished to the Association within three (3) days after Board adoption.

**5.09 Association/Management Conference**

- A. In the interest of effective communications between the parties, either the Board or the Association may, once each month, request an Association/Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending.
- B. The purpose of such meeting shall be to: discuss the administration of this Agreement;
  - 1. discuss the administration of this Agreement
  - 2. notify the Association of changes made by the Board which affect bargaining unit members;

3. discuss the implementation of in-service education programs, including the development of a schedule of days to be used for in-service;
  4. give the Association representatives the opportunity to share the views of members and/or to make suggestions on subjects of interest to members;
  5. discuss ways to strengthen and improve the educational program, including curriculum coordination, to best meet the needs of the students, the school, and the community; and
  6. disseminate general information of interest to the parties.
- C. There shall be no more than three (3) representatives for each party in attendance at the Association/Management Conference.

#### 5.10 Building Councils

- A. Building Councils shall be formed at the request of the Association in the elementary, middle school, and high school building(s). The Council shall consist of up to five (5) bargaining unit members from within the building.
- B. The purpose of the Council will be to provide a vehicle for communication between teachers from within the building and the Principal of the building. The Building Council shall meet with the building Principal at the request of either Principal or Council to discuss matters of concern to either or both parties. Minutes of these meetings will be prepared by the Association and sent to the Association President and the Superintendent. Nothing in this section shall discourage individual teachers from addressing building problems directly with the Principal.

#### 5.11 Association Dues Deduction

- A. The Board agrees to deduct regular Association membership dues from the pay of any teacher eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the teacher. The signed payroll deduction form shall be presented to the Board by the Treasurer of the Association or the teacher. Upon receipt of the proper authorization as contained herein, the Board will deduct Association dues during the next pay period in which dues are normally deducted, following the pay period in which the authorization was received by the Board.
- B. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the teachers.
- C. Pursuant to authorization by the teacher, the Board shall deduct Association dues from the regular salary check of the teacher each month. Deductions for teachers who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- D. It is specifically agreed that the Board assumes no obligation, financial or otherwise, for collecting dues on behalf of the Association. The Association

shall indemnify and hold the Board harmless from any claims, action, or proceedings by any teacher as a result of the Board making deductions in accordance with this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

- E. The Board shall be relieved from making such individual "check-off" deductions upon: (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an approved unpaid leave of absence; or (e) revocation of the check-off authorization.
- F. The Board shall not be obligated to make dues deductions from any teacher, who, during any pay period involved, shall have failed to receive sufficient non-encumbered wages equal to the dues deductions.
- G. It is agreed that neither the teacher nor the Association shall have a claim against the Board for errors in the processing or remittance of deductions unless a claim of error is made to the Board in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deduction would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the teachers within the bargaining unit as herein determined.
- H. The rate at which dues are to be deducted shall be certified to the Treasurer of the Board in writing by the Treasurer of the Association. One (1) month advance notice must be given the Treasurer of the Board prior to making any changes in the rate of dues deduction.
- I. With respect to all dues deducted by the Board pursuant to the authorization of the teacher, the Board agrees to promptly remit such monies to the Association.

## 5.12 Fair Share Fee

### A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit, newly hired after June 30, 2010 (starting date), who elect not to become or to remain members of the Kenton Education Association, a fair share fee for the Union's representation of such non-members during the term of this contract.

### B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted by the Union to the Treasurer of the Board and the employee on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union.

**C. Schedule of Fair Share Fee Deductions.**

**a. All Fair Share Fee Payers**

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i) sixty (60) days employment in a bargaining unit position or
- ii) January 15

**b. Upon Termination of Membership During the Membership Year**

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount of said fee shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

**D. Transmittal of Deductions**

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

**E. Procedure for Rebate**

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

**F. Entitlement to Rebate**

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

**G. Any unit member that separates employment from the district will not be responsible for dues and/or fair share from the date of separation and the District Treasurer will no longer deduct dues or fair share for that employee.**

## **ARTICLE VI – TEACHER RIGHTS**

### **6.01 Fair Dismissal**

- A. Non-renewal of limited teaching contracts shall be in accordance with O.R.C.3319.11 and Article VIII of this Agreement (in lieu of O. R.C. 3319.111).**
- B. The procedural due process and evaluation requirements contained in O.R.C. 3319.11 and Article VIII of this Agreement (in lieu of O.R.C. 3319.111) shall not apply to supplemental or extended time contracts.**
- C. Any suspension leading to termination of a teacher's contract shall be accomplished in accordance with O.R.C. 3319.16. However, no teacher shall receive a disciplinary suspension without just cause.**

### **6.02 Limited Contracts**

**Teachers after three (3) years of service in the District will be eligible for multi-year contracts. Upon becoming eligible for a multi-year contract, the teacher will be given, upon request, reasons for not receiving said multi-year contract. Teachers employed in the District after retiring under STRS will be issued one year limited contracts. They are not eligible for multi-year or continuing contracts.**

### **6.03 Supplemental Contracts**

- A. Teachers assigned to any of the supplemental positions, as outlined in Appendix B, which the Board determines necessary to fill, shall be eligible for the percentage salary increment as applied to the base rate for the BS-BA Degree with no (0) years of service as in effect at the beginning of the school year for completing such supplemental service.**
- B. If the Board creates any new supplemental position during the term of this Agreement which a teacher would be eligible to fill, the Board agrees to negotiate with the Association to establish the appropriate percentage salary increment.**
- C. Teachers receiving supplemental pay shall assume those responsibilities and perform those basic functions and duties as contained in the job description established by the Board for the respective supplemental position.**

### **6.04 Contracts/Extended Service Time**

- A. Contracts as signed by the teacher and Board are binding upon both parties as defined in the Ohio Revised Code. Termination of such contract shall be according to the provisions of O.R.C. 3319.16. The Board shall give consideration to letters of resignation during the course of the contract for physical or mental health reasons, moving from the area, if a qualified replacement exists, or other valid reasons as approved by the Board. Acceptance of a supplemental contract shall be bound by the same stipulations as regular contract.**

- B. Extended service time is designed to provide teachers with additional time to work with students outside the regular school calendar and to provide the teacher with supervisory, technical in-service and evaluation time.
- C. Extended service days shall be served outside of the regular school calendar except where recommended by the individual State Department service areas and approved by the building Principal. (The State Department of Education recommends two (2) weeks after and two (2) weeks before school, in the case of four (4) weeks of extended service, as recognized extended service days.) For the purpose of this Article, the regular school calendar is considered to be the period beginning with the first regular contract day for teachers and ending with the last regular contract day for teachers.
- D. Required State Department Conferences may be counted as extended service days if approved in advance by the building Principal.
- E. The length of the extended service day shall be a minimum of seven (7) hours excluding lunch.
- F. Alternate schedules may be pre-arranged with the building Principal. (i.e., one (1) week after, one (1) flexible week, and two (2) weeks before; or one (1) week after and three (3) weeks before).
- G. A written proposed schedule of extended service days shall be submitted by the teacher to the building Principal for approval at least two (2) weeks prior to serving the extended days. Changes in the proposed schedule may be made with the Principal's approval.
- H. Extended service time worked shall be reported to the building Principal on the monthly time and travel reports.

**6.05 Teaching Environment**

- A. At least one room in each building shall be reserved as a faculty lounge, properly lighted and cleaned.
- B. Separate, clean, well-lighted faculty restrooms will be provided for men and women in each building.
- C. Off-street parking shall be provided for all staff members at each building whenever possible. Teachers are requested to use what has been provided and refrain from parking in restricted areas.
- D. Each classroom shall be supplied with adequate chalkboards and bulletin boards.
- E. Each bargaining unit member will be provided with a desk and lockable file cabinet for his school related use if present facilities are not adequate and funds are available for purchasing new equipment.
- F. Teachers in each building shall have access to a telephone.

- G. All members of the teaching staff may have the privilege of using school facilities and equipment for educational related functions by receiving approval from the building Principal or Superintendent of schools. Supplies shall not be used for any other reason than normal classroom use.
- H. Room keys will be provided upon request and with the approval of the building Principal.

6.06 Personnel Files

- A. There will be established and maintained one (1) official file on all bargaining unit members. This file will be maintained in the Central Office. Nothing in this article shall be interpreted to prohibit individual principals/supervisors/administrators from maintaining a file on individuals under their supervision. It is understood that nothing in this section precludes the Treasurer of the Board from making public any official action of the Board, as reflected *in* the official minutes of the Board.
- B. A teacher shall have the right, upon request, to review his personnel file and may have a copy of any document(s) contained in the file.
- C. Personnel files shall be public records and available to the public per ORC 149.43.
  - 1. The superintendent or his/her designee shall notify, in writing, the individual whose file was requested within 3 business days of a request to see an individual's personnel file by a person or entity that is not the individual concerned, members of the Board, Principals, the Superintendent, or the secretary of the Superintendent, of such request.
- D. Personnel record files may include, but not be restricted to the following:
  - 1. Applications for employment, including references.
  - 2. Copy of contracts or salary notices.
  - 3. Ohio Teaching Certificate, or a copy.
  - 4. Official transcript of college credits.
  - 5. Pertinent medical information.
  - 6. Record of military service.
  - 7. Evaluation forms.
- E. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected.
- F. If the teacher feels that any material in his personnel file is irrelevant, inappropriate, false or derogatory to his conduct, service or character, he shall have the right to submit a written statement concerning such material and to have that statement attached to his official personnel file.

- G. Anonymous letters or materials shall not be placed in a bargaining unit member's file nor shall they be made a matter of official record.
- H. All materials placed in an official personnel file shall be dated. Each teacher shall be informed in writing within three (3) days of the addition of disciplinary or parental correspondence material to his personnel file.
- I. Any material of a complimentary or critical nature which may affect a bargaining unit members evaluation, non-renewal or dismissal shall become the subject of documentation. Documentation shall include author, date, name of the event/description of the incident which led to production of the material.

**6.07 Substitute Teachers**

Substitute teachers shall not be utilized to fill bargaining unit positions except during leaves of absence or when qualified teachers cannot be obtained. A "qualified teacher" is a teacher properly certified who meets the Board's qualifications criteria for the position. For bargaining unit vacancies occurring after the start of the school year, such persons filling the positions after December 1<sup>st</sup>, shall be considered as substitute teachers for the purpose of this agreement. Their contracts shall be automatically non-renewed at the end of the school year and will not be subject to the teacher evaluation procedures as defined in the agreement.

**6.08 Teacher Suspension Procedure**

- A. Staff may be suspended without pay but with fringe benefits for just cause disciplinary reasons not leading to termination of their contract for a period not to exceed three (3) days.
- B. Any contested suspension under Section A above may be immediately advanced to expedited grievance arbitration by the Association to Level Three - - Arbitration Procedure. The appeal to expedited arbitration must occur within the time limits provided in the grievance procedure after the written suspension decision is communicated to the affected employee and the Association.

**ARTICLE VII – WORK DAY/YEAR**

**7.01 Teacher Day and Year**

- A. All full-time teachers shall be assigned no more than a seven and one-half (7 1/2) hour work day including a one-half (1/2) hour lunch period.
- B. The school year shall consist of one hundred eighty (180) days of instruction plus three (3) days for the purpose of meetings, in-service, and records. Extended service days shall not be counted as part of this one hundred eighty three (183) day total.

**7.02 Planning and Conference Time**

The schedule for each full-time equivalent classroom teacher who is assigned to a school with a teacher day of six hours or longer exclusive of lunch period, shall include at least

two hundred (200) minutes per week for instructional planning, evaluation, and conferences. The Board and Association recognize that adequate planning time within the student school day is essential to good instruction and shall work to provide adequate planning time within the operational and financial constraints of the District.

### **7.03 Additional Duties and Activities**

Each teacher will assume his respective share of additional activities which are related to the instructional program. These activities shall normally be confined to the school day as outlined in Section 7.01 above. However, some of these activities must extend beyond the normal work day (i.e. open house, parent-teacher conference, school programs, staff meetings, etc.).

### **7.04 Inservice Work and Records Day**

A day will be provided at the end of the first semester for the primary purpose of completing semester records. This shall not be a day of school for pupils, but shall be a contract day for all bargaining unit members. Bargaining unit members who determine that they have finished with the completing of records, may have the option of participating in staff meetings or approved in-service education activities, or other approved activity.

### **7.05 School Arrival and Departure**

- A. The normal work day for all teachers shall consist of seven and one-half (7 1/2) continuous hours including a lunch period of thirty (30) consecutive minutes, without responsibility or duty. The day runs between 7:00 a.m. and 4:00 p.m. The Board may adjust the workday to fall into the time period between the hours of 7:00 a.m. and 7:00 p.m. only during a time of declared emergency, as defined in Article XVIII. Arrival and departure times for the teaching staff, including special area teachers, shall be determined by the Board and posted in each school building. Failure to adhere to the designated times, unless otherwise approved, shall result in an hourly deduction in pay and may result in appropriate disciplinary action.
- B. Teachers who are required to travel between schools or around the District as part of their regular responsibilities shall submit a weekly log of their activities to the building Principal. Classroom teachers who leave their building during the school day must sign out in the school office, noting their departure time, time of return, and destination. The teacher will not be required to indicate his destination if leaving during lunch
- C. When the start of the school day is delayed by more than two (2) hours, an emergency schedule may be implemented which will automatically extend the school day in accordance with the emergency schedule.

### **7.07 Make-Up Days**

When five (5) calamity days have been used the following shall be used as make-up days; Martin Luther King Day, President's Day, and the Monday after Easter. Any additional make-up days will be scheduled at the end of the school year.

## **7.08 School Calendar**

The Association will be supplied with at least two (2) calendars that the Board will consider. Prior to Board adoption of or revision to said calendar, the Association shall be given an opportunity to survey the bargaining unit. The results of any Association survey shall be taken into consideration by the Board. The Board retains the right to make the final decision on the annual calendar or revisions to the calendar. Its selection, however, will be based on one (1) of the options submitted for the above survey.

### **ARTICLE VIII – TEACHER EVALUATION**

#### **Evaluation Committee:**

The Association and the Board agree to a joint Evaluation Development committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees in Kenton City Schools.

#### **A. Composition**

1. The Committee shall be comprised of three Association members appointed by the Association president and three members appointed by the Board or its designee.

#### **B. Operational Procedures**

1. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
2. All decisions of the committee will be achieved by consensus.
3. Members of the committee will receive release time for committee work and training.

#### **C. Compensation**

1. Any committee work required outside of the work day will be paid \$20.00 per hour not to exceed \$500.00 per school calendar year.

#### **D. Committee Authority.**

1. The Evaluation Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. The Evaluation Committee is responsible to jointly develop the policy and procedure for teacher evaluation.
3. The Association and the Board will bargain as required in accordance with Ohio Revised Code 4117 in effect as of the date of the ratification of this contract in accordance with Article XVII Negotiations. This will occur prior to the evaluation procedure being finally adopted by the Board.
4. The Evaluation Committee in consultation with the employee shall reach consensus about whether an employee is classified as instructional staff or other licensed staff member.

**E. Adoption/Revision of Evaluation Guidelines**

1. The Evaluation Committee shall produce the final evaluation guidelines for ratification of the Board and the Association.
2. Once ratified by both parties these guidelines shall be incorporated into the Master Agreement.
3. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made prior to the beginning of any school year to allow for the implementation of any changes.
4. Subsequent changes/revisions to the adopted Evaluation Guidelines shall be subject to ratification by the Board and the Association.
5. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene to determine whether adjustments are appropriate.

Teachers shall be evaluated in accordance with law and adopted Board policy. A grievance challenging procedural compliance must be filed in writing with the Superintendent at Level Two of the grievance procedure of Article IV within ten (10) calendar days of the employee's receipt of written evaluation.

**ARTICLE IX – WORK CONDITIONS**

**9.01 Class Size**

The Administration and the Association recognize the importance of maintaining class size at a level as small and as equalized as feasible within each grade level and subject area within the operational and financial constraints of the District.

**ARTICLE X – ASSIGNMENTS, VACANCIES AND TRANSFERS**

**10.01 Assignments**

- A. Professional staff members shall be informed of their assignments no later than August 1 preceding the school year in which such assignment shall be effective with the following exceptions:**
1. Staff members employed after August 1 shall be so informed as soon as practicable.
  2. Nothing in this procedure shall prevent the reassignment of a professional staff member to meet the instructional requirements and welfare of the District during the school year.
  3. When it is not possible to notify the employee of their assignment due to unforeseen circumstances.
- B. All teachers are subject to annual assignment by the Superintendent. Recommendations from the building Principals will be considered in making the assignments.**

10.02 Vacancies

- A. Vacancies will be posted on a timely basis at each work site and in the Superintendent's office.
- B. Vacancies will be posted on the Kenton City Schools Web Site and e-mailed to all teacher e-mail accounts. During the summer months those interested may also call the Superintendent's office weekly to check on postings. In addition, teachers may leave a filled-out transfer request form with the Superintendent's office listing specific openings for which they want to be notified by phone of the vacancy. Applicants shall have five (5) working days to respond to a position vacancy.
- C. Teachers must apply for the posted vacancies using the Teacher Transfer Request Form.
- D. Any properly certified and qualified teacher requesting a transfer to a posted position shall be granted an interview with the building principal.

10.03 Transfers

- A. Transfers shall be approved by the Superintendent in accordance with the law.
- B. Voluntary Transfers
  - 1. Teachers desiring a transfer from their present assignment shall make such request in writing to the Superintendent using the Teacher Transfer Request Form. These requests will be considered and will be retained through August 1 of the school year for which they are submitted.
  - 2. Requests for transfers will be honored to the extent that the transfer does not conflict with the instructional requirements and welfare of the school district as determined by the Superintendent.

C. Involuntary Transfers

In the event an involuntary transfer is being considered, the affected staff member(s) shall have the right to meet with the Superintendent to find out the reasons for the transfer and to discuss alternatives. Under these guidelines the Superintendent will make a final decision.

**ARTICLE XI – REDUCTION IN FORCE**

11.01 Attrition

- A. When the need to reduce the number of certificated staff is known sufficiently in advance, the Board will attempt to keep the number of persons affected by a reduction in force to a minimum by implementing the following actions prior to invoking the reduction in force (RIF) procedures.

- B. Subject to the exceptions contained herein, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and do not have qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish the full reduction in force that is necessary.
- C. If the certificated staff cannot be sufficiently reduced through the above means, the RIF procedures as contained hereinafter may be implemented by the Board.

#### 11.02 Procedures

Whenever a reduction in the number of teachers is made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the district, necessary changes in curriculum, necessary changes in use of instructional personnel, or shortage of funds, the following procedures shall apply:

- A. In accordance with the recommendations of the Superintendent, the Board shall determine the teaching fields or subject areas where reductions are necessary. Those persons to be affected will be notified within five (5) days of the notice of the determination of the teaching fields or subject areas where reductions are necessary, a meeting will be held with the affected individuals. In attendance will be Administration and KEA representatives. The purpose of the meeting will be to review an individual's options under the Master Agreement.
- B. Within each teaching field contracts shall be suspended in the following order:
  - 1. Those with limited contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
  - 2. Those with continuing contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
  - 3. Teachers with a limited contract and an evaluation rating of accomplished, skilled or developing (A, S, D) in the most recent year's final evaluation.
  - 4. Teachers with a continuing contract and an evaluation rating of accomplished, skilled, or developing (A, S, D) in the most recent year's final evaluation.
- C. If two (2) or more teachers have comparable evaluation ratings according to Administrative Guidelines #3220A, then seniority will be used to determine the order in which the contracts will be suspended with the least senior being suspended first. Seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by:
  2. Number of years of teaching experience in any District.
  3. If any ties remain, the teacher with the most college credit hours at the time of hire will be the most senior.
  4. If any ties remain, a pill bottle will be used, with people pulling in alphabetical order by last name, and the low number is the most senior.
- D. Suspension of contracts as provided herein shall be based on the order of continuous service (seniority in the Kenton Schools). Displacement rights shall be limited to areas of the teachers' present certification on file in the Superintendent's office. Teachers who hold elementary certification, K-8 or 1-8 may have displacement rights over middle school teachers holding 7-12 subject area certification based upon seniority. If additional areas of certification are obtained after the suspension of the contract, such person would be placed on the bottom of the eligibility list for the new area of certification.
- E. Personnel will not be terminated by building assignment. Personnel will be considered on a system-wide basis according to their certification and/or subject area.
- F. If a person is transferred from one assignment to another prior to the implementation of the RIF procedures, seniority in the District is retained from date of continuous employment.
- G. Personnel who have their contracts suspended under the RIF procedures and who are later rehired, shall retain all previously accumulated seniority but shall not be accredited a year of service for any school year in which the employee is on active pay status for less than one-hundred-twenty (120) school days.
- H. Any teacher on an approved leave of absence, shall retain all previously accumulated seniority, but shall not be credited a year of service for any school year in which the teacher is on active pay status for less than one-hundred-twenty (120) school days.
- I. Personnel who have their contracts suspended under the RIF procedures will be re-employed in the reverse order in which they are suspended in the teaching fields or subject areas for which they are certified.
- J. Personnel holding dual certificates and released because of RIF are entitled to return in either field if they meet the requirements of seniority.
- K. Recall rights under the RIF procedures shall extend to July 1 of the year following a RIF for teachers with limited contracts, and on July 1 of the second year following a RIF for teachers with continuing contracts.

- L. Personnel released because of RIF must notify the Superintendent in writing of any change of address occurring after the suspension of their employment contract. Personnel must also notify the Superintendent at least annually from the date of layoff of their continued interest to be re-employed by the Board. Failure to do so shall relieve the Board of any obligation to re-employ.
- M. The equivalent of one (1) school calendar year of full-time experience in the Kenton School District is required to be eligible for seniority under RIF.
- N. For the purposes of this Article only, part-time teachers shall accrue seniority and calendar year experience prorated on the basis of the part-time service.
- O. A recalled teacher shall be offered a contract of equal or more hours as worked when his contract was suspended and shall be notified by certified mail to the last address on file in the Superintendent's office. A teacher so notified will have ten (10) days to notify the Superintendent's office of his desire to return.
- P. Individuals who are granted a continuing contract prior to April 30 will be considered as continuing contract teachers immediately after Board action approving continuing contract status for seniority list and reduction in force purposes.
- Q. No teacher may be reassigned or transferred, voluntarily or involuntarily, into any position which adversely affects the recall rights of a person on the recall list until all teachers on the recall list, who are certified for an open position, have been offered a contract.
- R. Teachers not employed as a result of the RIF will be given preferential consideration as substitute teachers. However, refusing to substitute teach will not cause the loss of unemployment insurance payments.
- S. The suspension of contracts will be accomplished no later than June 25 of the year the RIF is implemented.

**11.03 Insurance Coverage**

Teachers whose contracts are suspended in accordance with the RIF procedures will have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for the period in which recall rights exist. Said premiums must be paid to the Treasurer of the Board one (1) month in advance of the effective date of the coverage.

**11.04 Severance Pay**

Teachers whose contracts are suspended in accordance to the RIF procedures and who elect to retire, will be eligible to collect severance pay providing all requirements

of the severance policy (Article XIV) are satisfied within the period in which the teacher is eligible for recall.

**11.05 Exclusions**

- A. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for performance reasons or to utilize the procedures provided for in O.R.C. 3319.17.
- B. The procedures contained in this Article shall not pertain to any teacher non-renewed for performance reasons.

**ARTICLE XII — LEAVES OF ABSENCE**

**12.01 Sick Leave**

**A. Accumulation of Sick Leave**

- 1. Each teacher shall be entitled to sick leave pursuant to O.R.C. 3319.141.
- 2. Sick leave shall be credited at the rate of one and one-quarter (1 1/4) days per month, not to exceed 15 days per year.
- 3. Part-time teachers shall be entitled to sick leave for the time actually worked at the same rate granted full-time teachers.
- 4. Unused sick leave shall be cumulative up to Two Hundred Ten (210) work days.
- 5. Each new teacher who has not accumulated sick leave shall be advanced a minimum of five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement, the amount of sick leave that the teacher earns on the basis of completed months of service. Teachers using the advanced days and terminating employment prior to accruing the advanced days will have said days deducted on a per diem rate at final salary settlement.

**B. Retention of Sick Leave**

Sick leave accumulated by a teacher while employed in the State of Ohio as a teacher in a chartered and/or accredited public, private or parochial school or university shall be credited to the teacher upon re-employment as a teacher, provided that such re-employment occurs within ten (10) years from the date of the last termination from teaching.

**C. Use of Sick Leave**

- 1. Subject to approval, sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, death or injury in the teacher's immediate family.
- 2. For the purpose of this Article, immediate family shall be defined as the teacher's mother, father, spouse, brother, sister, son, daughter grandparents, grandchildren, mother-in-laws, father-in-laws, step children, grandparents-in-

law and other persons who because of their close relationship to the teacher, shall be determined by the Superintendent to be a member of the immediate family. The Superintendent shall have the right to limit the number of days used under the sick leave policy to a maximum of five (5) consecutive days for all members of the immediate family except the mother, father, spouse, children or step children of the teacher.

**D. Charging of Sick Leave**

Sick leave shall be charged in minimum units of one half (1/2) day. A teacher shall be charged for sick leave only for days upon which he otherwise would have been scheduled to work. Sick leave payment shall not exceed the teacher's regular day's pay.

**E. Evidence Required for Sick Leave Usage**

1. Teachers shall be required to furnish a written, signed statement on a form prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when the physician was consulted.
2. The teacher may be required to furnish a physician's statement after three (3) days absence indicating that he is fully recovered and capable of performing the duties of his position before he is permitted to return to work.

**F. Notification by Teacher**

1. When a teacher is unable to report to work, he shall notify his Principal not less than one (1) hour prior to his scheduled reporting time, except in emergencies. This notification shall occur on each day of absence unless other arrangements are made with the supervisor.
2. When reporting off sick, the teacher shall advise the supervisor of the nature of the illness if it is of a communicable nature.

**G. Illness in immediate Family**

Request for absence due to illness in the teacher's immediate family should be made to the Principal in advance, when possible, and shall be charged against sick leave. A written physician's statement may be required stating the nature of the illness or injury, anticipated time of recovery involved and whether his presence is required.

**H. Physician Examination**

The Board may require a teacher to take an examination, conducted by a licensed physician, appointed by the employer, to determine his physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Board (Exclusive of positive T.B. reactors).

## **Reporting of Injuries**

All job-related injuries shall be reported to the building Principal and described on the accident report form available from the Principal within 24 hours on a missed work injury Monday through Friday in order to comply with the Bureau of Workman's Compensation Claim Program.

### **12.02 Personal Leave**

- A. All full-time teachers may be granted three (3) days per school year for personal leave.
- B. Part-time teachers shall be granted leave on a pro rata basis.
- C. Written requests for the use of leave should be directed to the Superintendent. Request should be made one (1) week in advance except in case of emergency. The request will be approved within three (3) working days. The teacher must receive approval prior to using the leave.
- D. Request for leave must be made on the forms in Appendix E.
- E. Leave must be taken in one-half (1/2) day or full day blocks of time. Request for the use of personal leave as specified above shall only be considered on a contract day. Personal leave days shall not be cumulative from one school year to the next school year.
- F. A maximum of five percent (5%) of the bargaining unit may be on personal leave at the same time. In addition, unrestricted personal leave shall not be approved for the last five (5) days of the school calendar year, except in cases of emergency.
- G. Any bargaining unit member that does not use any of their personal days shall receive a payment of two hundred twenty-five dollars (\$225.00) on the first pay in September.

Bargaining unit members who use at least one personal day will be paid fifty dollars (\$50.00) for each unused personal leave day. This will be paid on the first pay in September.

### **12.03 Maternity/Paternity/Adoption Leave**

- A. Teachers who find it necessary to apply for maternity leave, shall notify the Superintendent in writing, at least four (4) months before the delivery date of the child, that a replacement will be needed. This requirement ensures that time will be provided to secure a qualified replacement. Notice shall be given to the Board, in writing, by the pregnant teacher (3) months prior to delivery along with a written statement by the attending physician, establishing the approximate delivery date, and approving the continuation of work for an additional period of time. The Superintendent may require the additional statement prior to each two (2) week period,

from the physician certifying that the teacher is physically able to perform the assigned duties.

- B. If the teacher is physically unable to work because of the pregnancy, such absence is covered by sick leave provisions in the Article. After delivery, she may return to her duties upon approval by the attending physician.
- C. Teachers may use accumulated sick leave for adoption of a child. Teachers shall notify the Superintendent in writing as soon as possible before the expected placement date. Such leave shall be for the purpose of allowing time for bonding. The length of such leave must be continuous and may be for up to six (6) weeks. Teachers may use up to ten (10) days of this leave before the placement of the child to complete the necessary requirements.
- D. An unpaid Maternity/Paternity or adoption leave of absence may also be applied for and granted for one (1) full school year; plus the remaining part of the school year in which the leave was granted.

#### **12.04 Jury Duty Leave**

- A. Teachers required to report for jury duty will be compensated the difference between their regular day's pay and the amount received for jury duty. Pay received for jury duty shall be remitted to the Board Treasurer.
- B. Teachers shall notify their supervisor immediately upon receipt of notice for jury duty.

#### **12.05 Military Leave**

- A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leaves of absence from their respective duties without loss of pay for such time as they are in the military service, on field training, or active duty, for periods not to exceed thirty-one (31) days (maximum 176 work hours) in any one (1) calendar year.
- B. The employees must submit a request for leave to the Board and a copy of the military order to duty or a statement from the appropriate military commander, as evidence of such duty, to qualify for paid military leave. Employees shall notify their supervisor at least ten (10) days in advance of the date requested for military leave to begin or within twenty-four (24) hours after the employee receives the notice.
- C. Employees shall be entitled to receive from the Board, the difference between their regular rate of pay and the pay received from the military for the period of military leave, in order to avoid any loss of pay during such service.

12.06 **Assault Leave**

- A. A bargaining unit member who must be absent because of a disability resulting from a physical assault, which occurs during the course of Board employment while on duty on school grounds, while required to be in attendance at a school sponsored function, or while exercising employment authority on behalf of the Board when attending school functions, shall be eligible to receive assault leave.
- B. The bargaining unit member applying for assault leave shall submit a signed statement on forms prescribed by the Board within forty-eight (48) hours after the incident occurs or as soon thereafter as possible. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known, the facts surrounding the assault. The member shall file criminal charges against his assailant as soon as he is medically able. The Board will cooperate with the member in pursuing such criminal action. The member may, at the Board's discretion, be granted a leave of absence with pay for court appearances in connection with the incident.
- C. If medication attention is required, a certificate from a licensed physician stating the nature of the disability and its probable duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for either suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. Upon determination of eligibility by the Superintendent, such leave shall be granted for a period not to exceed twenty-five (25) days. Payment for assault leave shall not exceed the bargaining unit member's per diem rate of pay less Worker's Compensation.

**ARTICLE XIII – INSURANCE AND HEALTH BENEFITS**

13.01 The Board agrees to contribute the following percentage for each eligible teacher, for contracted insurance premiums:

<u>Type of Insurance</u>	<u>Percentage paid by Board</u>	
	<u>Single</u>	<u>Family</u>
Hospitalization, Major Medical	90%	90%
Prescription Drug*	90	90
Dental	90	90
Vision Insurance	90	90
Life -- \$40,000	100	100

If both spouses are employed full-time by the Board, they shall be eligible for either two (2) single plans or one (1) family plan.

Effective January 1, 2014, Hospitalization and Major Medical insurance and prescription drug insurance coverage will be subject to the "Working Spouse Coverage" terms adopted by the Board's insurance consortium on May 3, 2013. If an eligible employee's spouse or dependent is not eligible for health insurance benefits under this Agreement and the employee chooses to receive benefits, the employee must elect a single-coverage health insurance plan.

- 13.02 Teachers working thirty (30) hours per week or more (i.e., "full-time employees") shall be considered eligible for the benefits provided in this Article.
- 13.03 The Board and Association agree to form an insurance committee as soon as possible to discuss issues of mutual concern and to pursue win/win issues in an attempt to efficiently manage the District's insurance program. This committee shall have co-chairpersons, one appointed by the Superintendent and one appointed by the President of the KEA. The committee shall meet on a regular basis with either co-chair having the authority to call special meetings.

#### **ARTICLE XIV -- TEACHER SALARIES AND REIMBURSEMENTS**

14.01 **Paydates**

Salary is to be paid based on a twelve (12) month payment schedule consisting of twenty-six (26) equal payments beginning with the second Thursday after the first day of the school year. In the event of a resignation, payments shall be prorated on the basis of the school year days taught.

All employees will be paid by direct deposit, to the employee's choice of financial institutions, beginning the first pay of December, 2008.

Checkstubs shall be distributed via email. During the summer months or when school is not in session, checkstubs shall be emailed to any teacher who provides the treasurer's office with a designated email address.

14.02 **Advancement on the Salary Schedule**

- A. A teacher may advance, based on education achievement, to the next position on the salary schedule, as contained in Appendix A, upon completion and verification of the proven course work and approval by the Board. Such an increase would begin with the start of a new pay period after Board approval, with the exception that no increases would take place after April 1<sup>st</sup> of each school year. "Proper verification" shall be defined as an official transcript from the university verifying the teacher's educational achievement.
- B. Adjustments to a teacher's salary shall be made by one of two methods at the option of the teacher. Either a lump sum adjustment may be requested or a prorated adjustment spread over the remaining pay periods of the school year.
- C. The teacher shall indicate choice of option by Friday of the week before pay day.

- D. The Board will unfreeze vertical step movement on the teacher salary schedule in Appendix A-1. Teachers hired by the Board prior to July 1, 2012 will receive two (2) years of experience credit, and teachers hired by the Board between July 1, 2012 and June 30, 2013 will receive one (1) year of experience credit on the schedule. When the schedule is unfrozen, teachers will be credited with these additional years of experience for purposes of step placement. (For example, a teacher vertically credited with 4 years of experience during the 2010-11 school year be credited with 6 years of experience for the 2013-14 school year, and would be placed at Step 6; a teacher with 19 years of experience during the 2010-11 school year will be credited with 21 years of experience for the 2013-14 school year, and would be placed at Step 20, etc.) Horizontal movement on the schedule will continue in accordance with normal rules.
  
- E. The Board will unfreeze the supplemental salary schedule in Appendix B. Teachers who had two (2) years of coaching/activity experience in their position during the freeze will receive two years' experience credit, and teachers who had one (1) year of experience in their position during the freeze will receive one year of credit. When the schedule is unfrozen, teachers will be credited with these additional years of experience for purposes of step placement. (For example, a teacher credited with 2 years of experience during the 2010-11 school year will be credited with 4 years of experience for the 2013-14 school year, and would be placed at Step 2; a teacher with 7 years of experience during the 2010-11 school year will be credited with 9 years of experience for the 2013-14 school year, and would remain at Step 3, etc.)

**14.03 Service Credit**

- A. Teachers shall advance vertically to the next step on the salary schedule following completion of each year of service with the Board. A teacher must have been in active pay status at least one-hundred-twenty (120) days during the previous school year to be accredited another year of service.
  
- B. Full service credit will be granted for teaching and administrative service in other accredited educational institutions.

**14.04 Salary Schedule**

- A. The wage rates set forth in Appendix A-1 shall be effective as indicated by the dates specified on the salary schedule.
  
- B. Teachers shall advance through the salary schedule in accordance with Sections 14.02 and 14.03 as contained herein.
  
- C. Salary Schedule Headings
  - 1. The column headed "150/15" designates the following:
    - a. 150 semester hours or 225 quarter hours.

- b. **BS/BA plus 15 semester hours or 23 quarters graduate credit earned after receiving the BS/BA degree.**
- 2.. **The column headed "MA + 15/30" designates the following:**
- a. **M.A. degree plus 15 semester hours or 23 quarter hours graduate credit earned after receiving the M.A. degree.**
  - b. **M.A. degree plus 30 *semester* hours or 45 quarter hours total credit hours earned after receiving the M.A. degree.**
- 3: **Hours must be earned from an institution which is accredited by the State of Ohio Department of Education.**

**14.05 Supplemental Pay Options**

- A. **The Board will provide the option of one lump sum payment or payment distributed over the twenty-six (26) pay periods for all persons on supplemental contracts. At the conclusion of their supplemental services as certified by the teacher's immediate supervisor, the teacher may elect to receive a lump sum payment. The lump sum payment will be paid in a separate paycheck the first payday in December, April or June.**
- B. **The teacher shall indicate the method of payment he prefers at the time he accepts the supplemental contract.**
- C. **Any supplemental contracts accepted after the beginning of school will be paid in a lump sum.**

**14.06 Mileage Allowance**

**Teachers who are specifically required, as authorized, to utilize their personal vehicles to travel between buildings or locations, and to approved conferences or workshops, shall be reimbursed at the rate set by the Board of Education, not to be less than fifty cents (\$0.50) per mile for actual miles driven.**

**14.07 Additional Services and Instruction**

- A. **Individualized home instruction and summer sessions shall be at the rate of Twenty-five Dollars (\$25.00) per hour beginning June 1, 2013.**
- B. **Any other instruction approved by the Superintendent shall be at the rate of Twenty-five Dollars (\$25.00) per hour beginning June 1, 2013.**
- C. **In the event regular substitute teachers are not available, high school and middle school teachers may elect to serve as paid substitutes during their regularly scheduled planning period. They will be compensated at Fifteen Dollars (\$15.00) per period. If an elementary teacher does not receive a scheduled planning period in a regular school day, the teacher will be compensated at the rate of Fifteen Dollars (\$15.00) per period.**

This article only applies if the teacher substituting would normally have had a planning time with no responsibilities assigned. This article only applies to situations in which an absent teacher would be charged with an absence, or when a teacher is asked or instructed by their supervisor to cover the class. Nothing in this article prevents a teacher from being reassigned to cover duties provided the teacher has their required planning time.

**14.08 Reimbursement for Expenses at Professional Meetings**

The use of professional leave shall be subject to the following:

- A. Written application shall be submitted to the building Principal at least one (1) week in advance of the conference or workshop. If notification of a conference or workshop is received less than one (1) week in advance, the Principal shall use discretion in his recommendation to approve or disapprove the request.
- B. The Principal's recommendation shall be considered by the Superintendent in approving or disapproving the request.
- C. The administration may request that a teacher attend a specific conference or workshop.
- D. Three (3) days, per school year, may be approved for conference or workshop attendance. Additional days may be requested by submitting written application to the building Principal but are subject to the discretion of the Superintendent.
- E. It may be necessary to limit the number of teachers from the same building who wish to attend a conference.
- F. Travel and other incurred expenses, e.g., registration, lodging, meals, parking, will be reimbursable at a rate not less than the Board policy in effect upon effective date of this Agreement and in accordance with other applicable Board policy, upon presentation of valid expense statements.
- G. Principals should establish an informal year-to-year rotation of teachers attending conferences and workshops.
- H. The yearly general fund appropriations for attendance at conferences will be a limiting factor in granting leaves.

**14.09 Severance Pay**

- A. All teachers of this District shall, at the time of their retirement as approved by STRS, be paid for one-fourth (1/4) of the value of their credited accumulated sick leave to a maximum of forty (40) days provided the teacher has five (5) years of service in the district. The maximum will be forty-one (41) days for teachers having ten (10) years of service in the district, forty-two (42) days for twenty (20) years of service in the district, and forty-three (43) days for thirty (30) years of service in the Kenton school district. In addition teachers will be paid for a

maximum of five (5) days for sick leave accumulated over one-hundred ninety-nine (199) days.

- B. In addition teachers will be paid two additional severance days if their letter of resignation/retirement is in to the Superintendent's office sixty (60) days before their retirement date, but not later than March 1 of their year of retirement.
- C. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment under this provision shall be considered to eliminate all credited sick leave accrued by the employee. Retirement, as applied in this policy, shall be defined as retirement approved by the State Teachers' Retirement System, within one (1) year after leaving the active service of the Board.
- D. Teachers employed in the District after retiring under STRS are not eligible for severance pay upon termination of this employment.

#### 14.10 Payroll Deductions

Teachers in the District are eligible to participate in the payroll deduction plan offered by any corporation recognized by the District at the signing of this Agreement. Other plans may be approved by the Board of Education subject to limitations of the computer to handle deductions. In order for a new plan to be considered for approval, there should be a minimum participation of fifteen (15) members. Should numbers fall below a minimum of five (5) members for any new plan, the deduction plan may be discontinued following sixty (60) day's prior notice to the participants.

#### 14.11 STRS Salary Reduction Pickup

The Board shall designate each teacher's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as teacher's contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the teacher's income reported by the Board as subject to federal and Ohio income tax shall be the teacher's total gross income reduced by the then-current percentage amount of the teacher's mandatory State Teachers' Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no teacher's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased thereby. in the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board, or the "picked up" contributions or of the STRS retirement plan, this "pick up" provision shall be null and void.

### ARTICLE XV — EMPLOYMENT OF RETIRED TEACHERS

15.01 The KEA and the Board mutually agree that teachers who, after retiring under STRS, are employed by the District:

- A. Will receive only five (5) years of Service Credit level and Educational level as per sections 14.02, 14.03, and 14.04.

- B. Will be eligible for the Insurance and Health Benefits as described in Sections 13.01 and 13.02.
- C. Are not eligible for severance pay upon termination of this employment.
- D. Will be issued one year limited contracts. They are not eligible for multi-year contracts or continuing contracts. For the purposes of Article 11 Reduction in Force, the teacher will start at the lowest seniority level for their teaching field or subject area.
- E. If a teacher already employed in the District has their retirement/resignation approved at the same Board meeting in which they are reemployed in the same position, then such a position does not need to be posted as per Section 10.2. If both actions do not occur at the same Board meeting, then the position will go through the normal posting. (Section 10.2).

### **ARTICLE XVI – MANAGEMENT RIGHTS**

16.01 The Board retains the right and authority to manage the schools of the District except as limited by law and the specific terms of this Agreement. This shall include, but not be limited to the following rights:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
- F. To determine the adequacy, qualifications, and size of the work force;
- G. To determine the overall mission of the Board as a unit of government;
- H. To effectively manage the work force; and
- I. To take actions to carry out the mission of the Board as a governmental unit.

16.02 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may

raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE XVII -- POLICIES AND PROCEDURES**

### **17.01 Administration of Medications and Medical Services**

Bargaining unit members, except those employed to provide medical services, will not be required to administer medications nor perform other services of a medical nature for students except emergency first aid and CPR.

### **17.02 Chronic Communicable Diseases**

#### **A. General Provision**

1. The Board recognizes that control of the spread of chronic communicable diseases is essential to the well being of the school community and to the efficient operation of the school.
2. For purposes of this Article "chronic communicable disease" shall include but not be limited to Acquired Immune Deficiency Syndrome and related infections.
3. The Board and the Association desire to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff, and school community members. The purpose of this Article is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with such a communicable disease.
4. Control of a communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this Article.

#### **B. Non-Discrimination**

1. No employee shall be subjected to random testing for any chronic communicable diseases.
2. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability.
3. The Board shall not discriminate against any employee with respect to wages, hours, terms other such conditions of employment on the basis of the fact that such employee has contracted a communicable disease, except when the health and safety of students or others in the school environment may be affected.

#### **C. Confidentiality**

1. The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain

fully the confidentiality of any information received pursuant to this procedure except to the extent that is otherwise reasonably required to accomplish such implementation/administration.

2. The principle philosophy which will guide this District's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.
3. The Board recognizes the need to protect the individual rights and the health of persons with a chronic communicable disease and the rights and health of those not similarly infected. The Board believes that information concerning the health of any employee should be treated as confidential and shall be made known only to those required to have such information.
4. In the case of an employee, the Superintendent, the building Principal, and the school nurse shall be informed of any physical condition which may require special attention. Unless there is a specific need, no other employee or student shall be informed about the infected individual's physical condition.
5. In the event that such a health incident becomes known to the public, the Superintendent will be the administrative authority to respond to questions and project the information necessary to the community. His strategy shall be to support the recommendation of the medical review team and to maintain the confidentiality of the person infected insofar as possible.

**D. Medical Evaluation Criteria**

1. The need for a medical evaluation may arise in one of the following ways:
  - a. An employee shall inform the school administrator that he has a chronic communicable disease when it is confirmed by the appropriate medical tests.
  - b. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge possible contraction of a chronic communicable disease.
  - c. If it is not ascertained at a previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee; the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at the time or shall refer the matter to the Superintendent.
2. The Superintendent shall consider the information received from the administrator and determine if there is a need for a medical examination and review. When deemed necessary, the Superintendent will

convene the Medical Review Team comprised of the following medical personnel:

- a. The employee's primary care physician paid by the employee's insurance with any excess paid for by the Board;
- b. A physician selected and paid for by the Board;
- c. The Hardin County Health Commissioner or his designee, who shall chair the Team; and
- d. The School Nurse who serves as a liaison between the Medical Review Team and the Superintendent.

3. The Medical Review Team may obtain, upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician and shall provide for an examination of the employee when deemed necessary by the team.

4. The written report rendered by the Team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not an employee has been infected with a chronic communicable disease. If so, then the Team shall:

- a. Determine whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for their findings. In making that determination the Team shall consider:

- 1) The nature of the risk of the employee's medical condition;
- 2) The duration of the medical condition;
- 3) The severity of the risk of the medical condition;
- 4) The probability the disease will be transmitted; and
- 5) Any other relevant factors.

- b. Make a recommendation to the Superintendent that the employee should be:

- 1) Admitted to work unconditionally;
- 2) Admitted to work with restrictions; or
- 3) Not admitted to work.

5. After considering the recommendation, the Superintendent shall assign the employee to his usual place of employment unconditionally, or to a work assignment under restrictive conditions. The Superintendent may also elect to seek to have the employee utilize sick leave or be placed on an unpaid leave of absence.

6. The Medical Review Team may meet periodically to review the circumstances of the infected person. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner to the Superintendent. Such recommendation may include a reassignment of responsibility or sick leave.

7. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Board shall comply with the provisions of this Agreement and Board Policy.

8. An employee diagnosed to have a chronic communicable disease shall have full access to sick leave and disability leave as provided by this negotiated contract and the Ohio Revised Code.

17.03 125 Plan

The Board shall provide the opportunity for members of the bargaining unit to participate in a 125 Plan through payroll deduction. The plan format and provider shall be mutually agreed upon by the Board and the Association, and be in place for the 1994-95 school year.

**ARTICLE XVIII – EFFECTS OF CONTRACT**

18.01 Waiver in Case of Emergency

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Board of Education, the School Superintendent, or in cases involving Hardin County, the Sheriff of Hardin County or the Ohio Highway Patrol, such as acts of God or civil disorder or other catastrophe, those provisions of this contract affected by the declared emergency may by mutual agreement of both parties be temporarily suspended. The Association shall be notified immediately of the declared emergency, and the parties shall mutually discuss ways of best meeting the emergency situation.
- B. Upon termination of the emergency, those provisions suspended shall be reinstated in full force as per the original Agreement.

18.02 Continuous Performance Pledge

- A. The members of the Association agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage as defined by O.R.C. 4117.01 during the term of this Agreement. In the event that the Association or any of its members violate this provision, they shall be subject to appropriate penalties as determined by the Board of Education in accordance with O.R.C. 4117.23.
- B. The Board agrees not to lock out or otherwise prevent teachers from performing their regularly assigned duties where an object thereof is to bring pressure on the teachers or the Association to compromise or capitulate to the Board's terms regarding a labor relations dispute.
- C. The Association and the Board will make every reasonable effort to discourage, prevent, or terminate violations of this pledge.

18.03 Severability

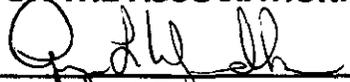
- A. In the event that there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a state agency or a federal agency, this negotiated agreement shall prevail as to that provision.

- B. If during the term of this Agreement, any provision herein is determined invalid due to its conflict with applicable state or federal law, or valid rule or regulation adopted by a state or federal agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party.

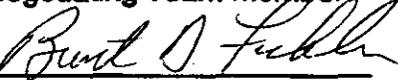
**ARTICLE XIX -- TERM OF AGREEMENT AND SIGNATURES**

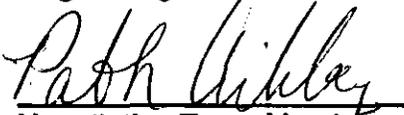
- 19.01 This Agreement and all attached appendixes entered into by the Kenton City School District Board of Education and the Kenton Education Association shall be effective as of JULY 1, 2013 and shall continue in effect until 12:00 midnight JUNE 30, 2016.
- 19.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 19.03 In witness thereof, we the undersigned representatives of the Board of Education and the Kenton Education Association have hereunto set our hands this 23<sup>rd</sup> day of August, 2013.

**FOR THE ASSOCIATION:**

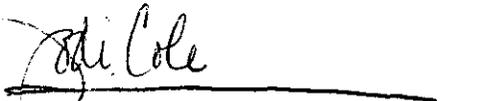
  
\_\_\_\_\_  
President, KEA

  
\_\_\_\_\_  
Negotiating Team Member

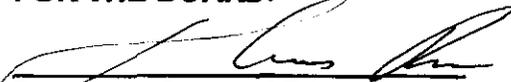
  
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Negotiating Team Member

  
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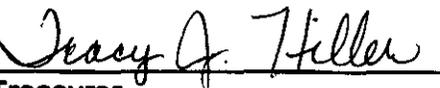
**FOR THE BOARD:**

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Vice-Pres., Board of Education

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Treasurer

**KENTON CITY SCHOOL DISTRICT  
TEACHER SALARY INDEX SCHEDULE**

<b>YEARS OF EXPERIENCE</b>	<b>BS/ BA</b>	<b>plus 150</b>	<b>MA</b>	<b>MA +15</b>
0 &1	1.040	1.081	1.143	1.155
2	1.080	1.124	1.191	1.210
3	1.120	1.167	1.239	1.265
4	1.160	1.210	1.287	1.320
5	1.200	1.253	1.335	1.375
6	1.240	1.296	1.383	1.430
7	1.280	1.339	1.431	1.485
8	1.320	1.382	1.480	1.540
9	1.360	1.425	1.530	1.595
10	1.400	1.470	1.580	1.650
11	1.440	1.515	1.630	1.705
12	1.480	1.560	1.680	1.760
13	1.510	1.600	1.730	1.815
14			1.765	1.870
15				1.910
20	1.53	1.63	1.80	1.95
25	1.55	1.66	1.835	1.99

## KENTON CITY SALARY SCHEDULE 2013-2014

BASE:

32,463

Step	BA	Plus 150	MA	MA +15
0	33,762	35,093	37,105	37,495
	1.04000	1.08100	1.14300	1.15500
1	33,762	35,093	37,105	37,495
	1.04000	1.08100	1.14300	1.15500
2	35,060	36,488	38,663	39,280
	1.08000	1.12400	1.19100	1.21000
3	36,359	37,884	40,222	41,066
	1.12000	1.16700	1.23900	1.26500
4	37,657	39,280	41,780	42,851
	1.16000	1.21000	1.28700	1.32000
5	38,956	40,676	43,338	44,637
	1.20000	1.25300	1.33500	1.37500
6	40,254	42,072	44,896	46,422
	1.24000	1.29600	1.38300	1.43000
7	41,553	43,468	46,455	48,208
	1.28000	1.33900	1.43100	1.48500
8	42,851	44,864	48,045	49,993
	1.32000	1.38200	1.48000	1.54000
9	44,150	46,260	49,668	51,778
	1.36000	1.42500	1.53000	1.59500
10	45,448	47,721	51,292	53,564
	1.40000	1.47000	1.58000	1.65000
11	46,747	49,181	52,915	55,349
	1.44000	1.51500	1.63000	1.70500
12	48,045	50,642	54,538	57,135
	1.48000	1.56000	1.68000	1.76000
13	49,019	51,941	56,161	58,920
	1.51000	1.60000	1.73000	1.81500
14	0	0	57,297	60,706
	0.00000	0.00000	1.76500	1.87000
15	0	0	0	62,004
	0.00000	0.00000	0.00000	1.91000
20	49,668	52,915	58,433	63,303
	1.53000	1.63000	1.80000	1.95000
	0.00000	0.00000	0.00000	0.00000
25	50,318	53,889	59,570	64,601
	1.55000	1.66000	1.83500	1.99000

**KENTON CITY SALARY SCHEDULE 2014-2015**

BASE: 33,112

<b>Step</b>	<b>BA</b>	<b>Plus 150</b>	<b>MA</b>	<b>MA +15</b>
0	34,436	35,794	37,847	38,244
	1.04000	1.08100	1.14300	1.15500
1	34,436	35,794	37,847	38,244
	1.04000	1.08100	1.14300	1.15500
2	35,761	37,218	39,436	40,066
	1.08000	1.12400	1.19100	1.21000
3	37,085	38,642	41,026	41,887
	1.12000	1.16700	1.23900	1.26500
4	38,410	40,066	42,615	43,708
	1.16000	1.21000	1.28700	1.32000
5	39,734	41,489	44,205	45,529
	1.20000	1.25300	1.33500	1.37500
6	41,059	42,913	45,794	47,350
	1.24000	1.29600	1.38300	1.43000
7	42,383	44,337	47,383	49,171
	1.28000	1.33900	1.43100	1.48500
8	43,708	45,761	49,006	50,992
	1.32000	1.38200	1.48000	1.54000
9	45,032	47,185	50,661	52,814
	1.36000	1.42500	1.53000	1.59500
10	46,357	48,675	52,317	54,635
	1.40000	1.47000	1.58000	1.65000
11	47,681	50,165	53,973	56,456
	1.44000	1.51500	1.63000	1.70500
12	49,006	51,655	55,628	58,277
	1.48000	1.56000	1.68000	1.76000
13	49,999	52,979	57,284	60,098
	1.51000	1.60000	1.73000	1.81500
14	0	0	58,443	61,919
	0.00000	0.00000	1.76500	1.87000
15	0	0	0	63,244
	0.00000	0.00000	0.00000	1.91000
20	50,661	53,973	59,602	64,568
	1.53000	1.63000	1.80000	1.95000
	0.00000	0.00000	0.00000	0.00000
25	51,324	54,966	60,761	65,893
	1.55000	1.66000	1.83500	1.99000

**KENTON CITY SALARY SCHEDULE 2015-2016**

BASE: 33,774

Step	BA	Plus 150	MA	MA +15
0	35,125	36,510	38,604	39,009
	1.04000	1.08100	1.14300	1.15500
1	35,125	36,510	38,604	39,009
	1.04000	1.08100	1.14300	1.15500
2	36,476	37,962	40,225	40,867
	1.08000	1.12400	1.19100	1.21000
3	37,827	39,414	41,846	42,724
	1.12000	1.16700	1.23900	1.26500
4	39,178	40,867	43,467	44,582
	1.16000	1.21000	1.28700	1.32000
5	40,529	42,319	45,088	46,439
	1.20000	1.25300	1.33500	1.37500
6	41,880	43,771	46,709	48,297
	1.24000	1.29800	1.38300	1.43000
7	43,231	45,223	48,331	50,154
	1.28000	1.33900	1.43100	1.48500
8	44,582	46,676	49,986	52,012
	1.32000	1.38200	1.48000	1.54000
9	45,933	48,128	51,674	53,870
	1.36000	1.42500	1.53000	1.59500
10	47,284	49,648	53,363	55,727
	1.40000	1.47000	1.58000	1.65000
11	48,635	51,168	55,052	57,585
	1.44000	1.51500	1.63000	1.70500
12	49,986	52,687	56,740	59,442
	1.48000	1.56000	1.68000	1.76000
13	50,999	54,038	58,429	61,300
	1.51000	1.60000	1.73000	1.81500
14	0	0	59,611	63,157
	0.00000	0.00000	1.76500	1.87000
15	0	0	0	64,508
	0.00000	0.00000	0.00000	1.91000
20	51,674	55,052	60,793	65,859
	1.53000	1.63000	1.80000	1.95000
25	52,350	56,065	61,975	67,210
	1.55000	1.66000	1.83500	1.99000

**SUPPLEMENTAL SALARY SCHEDULE**

- A. The following percentages are to be applied to the base teacher salary and rounded to the nearest dollar.
- B. Coaching/Activity experience at the high school level shall be counted toward experience as a Head Coach/Activity Head in the same sport/activity. (Does not need to be continuous)
- C. After ten (10) years of non-service in an active/sport, experience does not count.
- D. The Superintendent, with the approval of the Board of Education, may allow credit for prior experience directly related to the particular assignment.
- E. Steps are based on years of paid experience for school employees.
- F. Non school employees move up the steps as follows:

Step 0	no paid experience — 1 year
Step 1	2-6 years of paid experience
Step 2	7-13 years of paid experience
Step 3	14 or more years of paid experience

\*\*Using the above guidelines the superintendent shall place the bargaining unit member at the appropriate step.

\*\*\* This supplemental salary index will be continued through the length of the contract. Any supplemental contract position added during this (contract) shall be at a rate negotiated by the Board and KEA.

	<b>Step 0</b>	<b>Step 1</b> <b>1-3 yrs</b>	<b>Step 2</b> <b>4-6 yrs</b>	<b>Step 3</b> <b>7+yrs.</b>
High School Head Basketball	.164	.179	.194	.209
High School Head Football				
High School Band Director/MS Asst.				
High School Top 20/Asst Musical	.154	.168	.182	.196
High School Assistant Football	.107	.120	.133	.146
High School Assistant Basketball				
High School Volleyball				
High School Soccer				
High School Swimming				
High School Wrestling				
High School Baseball				
High School Softball				
High School Track				

**Freshmen Head Football  
High School Assistant Band Director/Head MS Band**

High School Musical/Top 20 Asst.      076            .085            .094            .103

High School Cross Country  
High School Golf  
High School Tennis  
High School Assistant Volleyball  
Freshman Asst. Football  
High School Assistant Soccer  
High School Assistant Swimming  
Freshmen Basketball  
High School Assistant Wrestling  
High School Assistant Baseball  
High School Assistant Softball  
High School Assistant Track

High School Yearbook Advisor      .059            .067            .075            .083  
8<sup>th</sup> Grade Head Football  
7<sup>th</sup> Grade Head Football  
Freshmen Volleyball  
8<sup>th</sup> Grade Head Basketball  
7<sup>th</sup> Grade Head Basketball  
Middle School Head Wrestling  
Middle School Head Track  
Middle School Head Volleyball  
Middle School Dimensions  
High School Band Assistant

Flag Corps                                    .047            .055            .063            .071  
Middle School Asst. Volleyball  
8<sup>th</sup> Grade Asst. Football  
7<sup>th</sup> Grade Asst. Football  
Middle School Asst. Track  
High School Winter Cheerleader

Middle School Yearbook Advisor      .033            .040            .047            .054  
Middle School Student Govt.  
Majorette Advisor  
High School Student Council/Bravo  
High School Scholastic Quiz Team  
High School Fall Cheerleader

Weight Trainer (F,W,S)                .025            .031            .037            .043  
Freshmen Winter Cheerleader  
Middle School Winter Cheerleader

National Honor Society Advisor	.016	.021	.026	.031
Middle School Fall Cheerleader				
Middle School National Honor Society				
Freshman Fall Cheerleader				
Middle School Power of the Pen				
High School Pep Band				
Middle School Quiz Team				

**Fixed Rate Positions**

Ticket Manager	.071
Elementary Library Supervisor	.071
Junior Class Advisor	.062
Middle School AV Supervisor	.054
High School Dept. Heads	.054
PK-8 Grade Level Team Leaders	.054
Dual Enrollment Teacher	.054
Senior Class Advisor	.031
Sophomore Class Advisor	.031
Freshman Class Advisor	.031

KENTON CITY SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
KENTON EDUCATION ASSOCIATION

GRIEVANCE NO. \_\_\_\_\_

GRIEVANCE FORM

Date Submitted \_\_\_\_\_  
(in writing)

Name of Aggrieved Employee \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

Aggrieved Employee's Position and Assigned Area: \_\_\_\_\_ / \_\_\_\_\_

Date & Time of the Incident giving rise to the grievance: \_\_\_\_\_ / \_\_\_\_\_  
Date Time

Date & Time the grievance was first discussed with Supervisor: \_\_\_\_\_ / \_\_\_\_\_  
(Informal Step) Date Time

Description of incident giving rise to the grievance: \_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
KEA Representative's Signature

\_\_\_\_\_  
Aggrieved Employee's Signature

LEVEL 1

DELIVERED BY GRIEVANT TO SCHOOL PRINCIPAL (OR IMMEDIATE SUPERVISOR)

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dept. Principal/Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Answer Attached & Returned: \_\_\_\_\_ Date: \_\_\_\_\_

LEVEL 2

DELIVERED BY GRIEVANT TO SUPERINTENDENT OF SCHOOLS

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Answer Attached & Returned: \_\_\_\_\_ Date: \_\_\_\_\_

LEVEL 3  
ARBITRATION REQUEST

KEA representative's Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_

THE ORIGINAL GRIEVANCE WITH THE RELEVANT DATA ATTACHED SHALL BE SUBMITTED AT EACH STEP OF THE GRIEVANCE PROCEDURE. IF ADDITIONAL SPACE IS NEEDED IN ANY SECTION ABOVE, AN ADDITIONAL SHEET MAY BE ATTACHED.

**MEMORANDA OF UNDERSTANDING**  
Between The  
**KENTON CITY SCHOOL DISTRICT BOARD OF EDUCATION**  
AND THE  
**KENTON EDUCATION ASSOCIATION**

The Board of Education, Kenton City School District and the Kenton Education Association agree to the following Memoranda of Understanding as a means of addressing issues of mutual concern.

1. **Hardin County Insurance Consortium**

The superintendent shall, in a timely manner, prior to any meetings of the Hardin County Schools Insurance Consortium, notify the President of the KEA of such meeting and provide any known agenda or subject matter for said meetings. Following each meeting the superintendent shall provide the KEA with minutes and records of said meetings. Records of a confidential nature which deal with particular employees' medical expenses will not be released.

If requested by the KEA, a joint meeting will be scheduled to review the actions and discussions of the consortium. It is the responsibility of the superintendent to call such meeting. If no such meeting is scheduled within two (2) weeks of the request, the superintendent shall provide reasons for the failure to call such meeting.

2. **Local Professional Development Committee (LPDC)**

The KEA and the Board mutually agree to appoint a committee to study and make recommendations on all matters necessary to implement an LPDC.

The KEA and the Board both reserve the right to appoint their representatives to the committee. The KEA reserves the right to appoint all teacher representatives to the committee. The Board reserves the right to appoint all administrative representatives to the committee.

The committee recommendations will be submitted to each parties negotiating team for interim bargaining.

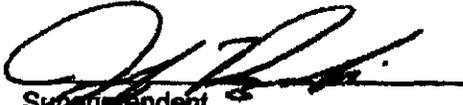
In the event the parties cannot reach agreement, the last best offer on all outstanding issues will be submitted to arbitration.

R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Kenton City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Kenton Education Association, effective from July 1, 2011 through June 30, 2013.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
Treasurer

  
Superintendent



Board President

June 20, 2011

## **Policy 3220**

### **Board policy for staff evaluations:**

#### **Introduction**

The Kenton City Schools Board of Education adopts a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "standards for the Teaching Profession" as set forth in State law. This policy has been developed in consultation with teachers employed by the Board.

#### **Guidelines**

Evaluations of certified staff will comply with R.C. 3319.111 and .112, the State Board of Education's framework (see attached) and provisions of a collectively bargained, negotiated agreement. The Board adopts a modified version of the Ohio Teacher Evaluation System (OTES) model as approved by the State Board.

The Board authorizes the Superintendent, in consultation with teachers employed by the District, to establish an ongoing Evaluation Committee for the purpose of developing and revising evaluation policy.

#### **Evaluation Committee**

The Committee shall be comprised of three (3) Association members appointed by the Kenton Education Association President and (3) three members appointed by the Superintendent.

In the event of changes or clarifications to the law that impact teacher evaluations, the Committee will consider whether adjustments to the evaluation process are appropriate.

#### **Instructional Staff**

District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 3319, or under a professional or permanent teacher's certificates issued under former section 3319.222 and who spend at least 50% of the time providing student instruction shall be evaluated in accordance with O.R.C. Sections 3319.111 and 3319.112.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy at least once every two years.

The Board adopts the following procedures to be used by District administrators in making retention and promotion decisions:

- The most recent evaluation for affected teachers shall be considered (to the extent the teacher has been employed by the District during that time) and any other evaluation as deemed relevant by the administration.
- The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement and O.R.C. 3319.58.

The Board adopts the following procedures to be used by District administrators in removing poorly-performing teachers:

- The process of nonrenewal of teachers if they are in their last year of a limited contract.
- The process of O.R.C. 3319.16 to terminate a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account the most recent

evaluation (to the extent the teacher has been employed by the District during that time) and any other evaluation as deemed relevant by the administration.

- The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

The Board's plan for the allocation of financial resources to support professional development is as follows:

- The determinations of the Superintendent for priority in the use of resources.
- Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.
- The optimization of available federal, state, or organizational grants, for professional development.
- The Board will comply with professional development requirements of O.R.C. 3319.58 as a priority.
- The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

#### **Other Licensed Staff**

Licensed staff members who are not subject to this policy shall be subject to the provisions of any applicable collective bargaining agreement and/or separate Board policy.

## **ADMINISTRATIVE GUIDELINE #3220A**

### **Instrument Evaluation Definitions**

#### **A. Standards Based Teacher Evaluation**

1. Each teacher evaluation will result in an effectiveness rating of:
  - a. accomplished;
  - b. skilled;
  - c. developing, or
  - d. ineffective
2. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth in the evaluation procedures.
3. Credentialed evaluators will submit the holistic teacher performance rating and the student growth measure scores to eTPES which will calculate the final summative rating.

#### **B. Assessment of Teacher Performance**

Teacher performance will be evaluated during formal and informal observations. Such performance, which will comprise of fifty percent (50%) of a teacher's effective rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teacher Profession* adopted in 2006.

1. understanding student learning and development and respecting the diversity of the students they teach;
2. understanding the content area for which they have instructional responsibility;
3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. planning and delivering effective instruction that advances individual student learning;
5. creating learning environments that promote high levels of learning and achievement;
6. collaborating and communicating with students, parents, other educators, District administrators and the community to support students learning; and
7. assuming responsibility for professional growth, performance and involvement.

#### **C. Assessment of Student Growth Measures**

Academic student growth will be evaluated each year as 50% of the teacher evaluation. Each teacher in the district falls into one of the classifications listed below.

A1 - Teachers instructing in valued-added subjects exclusively;

- A2 - Teachers instructing in value-added courses, but not exclusively;
- B - Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher level data; or
- C - Teachers instructing in areas where no teacher-level, value-added or approved vendor assessment is available.

**Timeline for Semester or Quarter Classes - May 10 – June 1**

For the purpose of the Evaluation Guidelines “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following:

1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. **Teacher-level Value-Added:** “Value-Added” methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
2. **ODE Approved List of Assessments:** Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures.
3. **Locally-determined measures:** For courses of instruction in which neither teacher level value-added data nor ODE approved assessments are available, Kenton City Schools has developed a process in accordance with ODE guidance to create Student Learning Objectives (SLO’s) to measure student growth.

In the calculation for student academic growth, a student who has forty-five or more excused and/or unexcused absences for the school year will not be included. Students with absenteeism issues under 45 days should be brought to the credentialed evaluator’s attention in a mid-year review. It is possible to adjust learning targets during the course of the year where both credentialed evaluator and teacher are in agreement. No learning target will be adjusted without consent of the credentialed evaluator once it’s approved, nor will any learning target be adjusted after SLO’s are scored.

**D. Credentialed Evaluator –** For the purpose of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. meets the eligibility requirements under R.C. 3319.111(D); and
2. holds a credential established by the Ohio Department of Education for teacher evaluation; and
3. has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
4. licensed state of Ohio administrator employed by Kenton City Schools; and

5. is not hired under a purchased service agreement; and
6. is trained in the district evaluation procedures.
7. The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**E. Instructional Staff**

District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 3319, or under a professional or permanent teacher's certificate issued under former section 3319.222 and who spend at least 50% of the time providing student instruction shall be evaluated in accordance with O.R.C. Sections 3319.111 and 3319.112.

**F. Other Instructional Licensed Staff**

Licensed staff members who are not subject to this policy shall be subject to the provisions of any applicable collective bargaining agreement and/or separate Board policy.

**G. Criteria and Schedule for Evaluation**

1. All instructional staff who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.
2. Teachers on a limited contract who are under consideration for renewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the superintendent waives the third observation.
3. Teachers on a limited contract who are under consideration for non renewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
4. Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.
5. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" as adopted in 2011 for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

**H. Comparable Evaluations**

Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, "Developing", "Skilled", and "Accomplished" shall be deemed comparable.

## **Observations**

### **A. Schedule of Formal Observations**

1. A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least twenty (20) working days between formal observations. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

### **B. Formal Observation Conference**

1. The formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. An additional observation may be unannounced.
2. A post-observation conference shall be held within ten (10) days after each formal observation.
3. An employee may request a formal observation in addition to those required by this procedure.

### **C. Informal Observation/Classroom Walkthrough Procedure**

1. Walkthroughs must be completed by the credential evaluator who is doing the formal observation and evaluation.
2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
3. Data gathered from the walkthrough must be shared with the teacher within three (3) working days. After receiving the walkthrough data the teacher or administrator may request a debriefing conference.
4. A minimum of two (2) walkthroughs shall be included in each evaluation cycle.
5. An employee may request a walkthrough in addition to those required by this procedure.
6. Walkthrough form will be placed in Appendix \_\_\_\_\_.

## **Assessments/SLO Process/Timeline**

### **Student Learning Objectives (SLO)**

When neither teacher-level value-added data nor Ohio Department of Education Approved Assessments are available, the District shall use locally-determined Student Growth Measures for A2, B, and C category of teachers. A minimum of two SLO's must be written based upon the following criteria:

**Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessments, Growth targets, and Rationale for Growth targets.**

**PK-2 teachers who teach more than one core area should write SLO's in the area of math and reading.**

**Student Learning Objective Assessment team will consist of at least the listed number of teachers at each grade level and one administrator.**

**PK-2 (5 People including intervention)**

**3-5 (4 People including intervention)**

**6-8 (3 People including intervention)**

**9-12 (3 People including intervention)**

**K-12 (3 People) x 4 departments**

***Administrators will be the final approval for all SLO's***

**August 19 – all assessments are due to the administrator, electronically**

**August 19 – 23 panel approval window (PAW)**

**August 26 – notification by email from administrator**

**August 26-30 – resubmittal date to SAT (SLO Assessment Team)**

**September 4-10 – PAW**

**September 11 – notification of resubmitted Assessment**

**September 13 – PRE-Assessment given**

**September 27 – SLO's need to be written and turned in to the assigned administration**

**Sept. 30 – Oct. 11 – Panel window approving SLO**

**October 14 – Notification of SLO approval**

**October 15 -24 Re-write time**

**October 25 – Resubmittal date for SLO**

**November 1 – Notification of resubmitted SLO**

**For classes beginning second semester:**

- **Assessments need to be given to the appropriate administrator by Jan. 13, 2014**
- **Notification by the administrator on Jan. 17, 2014**
- **Pre-Assessment needs to be given by Jan. 31, 2014**
- **SLO's need to be written and turned in to administrator by Feb. 14, 2014**
- **Panel window to approve the SLO Feb. 17-24, 2014**
- **Notification by the administrator on Jan. 24, 2014**
- **Rewrite window Feb. 25-28, 2014**
- **SLO will be back in teacher's hands by March 3, 2014**

**Final data needs to be given to administrator by April 18, 2014**

**Administrator must have data entered by May 1, 2014.**

## **Finalization of Evaluation**

### **A. Completion of Evaluation Process**

1. The performance evaluation of an employee shall be based upon the walk throughs and observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report, and sent to the Superintendent.
2. The Board adopted a resolution, to evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two (2) school years.

Each teacher's performance rating will be combined with the assessment of student growth measures as determined by the eTPES system to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

3.

**Teacher Performance**

<b>Student Growth Measure</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Above</b>	<b>Accomplished</b>	<b>Accomplished</b>	<b>Skilled</b>	<b>Developing</b>
<b>Expected</b>	<b>Skilled</b>	<b>Skilled</b>	<b>Developing</b>	<b>Developing</b>
<b>Below</b>	<b>Developing</b>	<b>Developing</b>	<b>Ineffective</b>	<b>Ineffective</b>

### **B. Response to Evaluation**

1. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.
2. Teachers with above expected levels of student growth may choose a credentialed evaluator within their building for the next evaluation cycle.
3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator to be implemented on the next evaluation cycle.

## **Identification of Deficiencies/Improvement Plan**

### **A. Definitions**

- 1. Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be ineffective by the evaluator.**

### **B. Deficiencies Identified through Formal Observations**

- 1. Observations resulting in identification of performance deficiencies shall be followed within ten (10) working days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.**
- 2. If a recommendation for an Improvement Plan occurs, the plan shall be developed and continued into the next school year, providing the teacher is in the same position.**
- 3. The evaluator, in collaboration with the teacher, will formulate the Improvement Plan.**
  - a. The Improvement Plan, as outlined in this document, details:**
    - i. specific performance expectations, resources and assistance to be provided,**
    - ii. the district will provide for the allocation of financial resources to support professional development for the staff on remediation plans.**
    - iii. timelines for its completion,**
    - iv. professional indicators documented as unsatisfactory through the formal evaluation process.**