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AGREEMENT

Between

KETTERING BOARD OF EDUCATION

and

KETTERING EDUCATION ASSOCIATION

Effective

May 4, 2011

Through

May 3, 2014

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PREAMBLE

The Kettering Board of Education (hereinafter referred to as the Board) and the Kettering Education Association, an affiliate of the Ohio Education Association and of the National Education Association, (hereinafter referred to as the Association or KEA) agree that negotiations are an effective and efficient method for discussion and agreement on items pertaining to the terms and conditions of employment in the Kettering School District.

- A. The Board and the Association acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- B. For the life of this Agreement, the Board and the Association voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 of the ORC.

- C. This Agreement represents the entire agreement between the Board and the Association and, unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Board upon notification to the Association and in keeping with Section 4117 of the ORC.

< < < < < < < < < < < **End of Preamble** > > > > > > > > > >

ARTICLE I

SEVERABILITY

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative body of competent jurisdiction, then such decision shall apply only to that specific provision or portion thereof. The parties will meet in a committee to bargain the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect unless the parties mutually agree otherwise.

< < < < < < < < < < **End of Article I** > > > > > > > > > >

ARTICLE II

BOARD RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself as such rights existed prior to the execution of this agreement or any other agreement the ultimate responsibilities for proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, and, except to the extent specifically modified by this Agreement, shall include the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, the efficiency of its operations, the professional activities of its employees as related to the conduct of school affairs, and the determination of the course of study for its students.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, discipline, or demotion; and to promote and/or transfer all such employees; and to renew or nonrenew their contracts.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules and the duties, responsibilities, and assignments of employees with respect thereto.
- E. To determine the size and strength of the work force.

< < < < < < < < < < **End of Article II** > > > > > > > > > >

ARTICLE III

RECOGNITION

A. The Association is hereby recognized as the sole and exclusive bargaining agent for the full-time and regular part-time certificated instructional employees, hereinafter sometimes referred to as teachers.

The following are excluded from recognition hereunder:

1. Supervisors, Administrators, managerial level employees and confidential employees.
2. Psychologists and Coordinators.
3. Those persons who are employed as non-instructional employees.
4. Substitutes, except substitutes employed as permanent substitute teachers.

Included in the above exclusions are the following:

Central Office administrators, building administrators, including principals, assistant principals, and career technology principal, managerial and confidential employees, Supervisor of Special Education, High School Athletic Director, Summer School Principals, Special Education Coordinators, Special Education Work Study Coordinator, Community Relations Coordinator, Psychologists, those persons who are employed as non-instructional employees, substitutes, except substitutes employed as permanent substitute teachers, Treasurer.

B. Instructional employees as used herein shall mean those certified employees who are:

1. Classroom Teachers.
2. Department Chairpersons.
3. Nurses.
4. Counselors.
5. Librarians.
6. Therapists including Speech and Hearing, Occupational and Physical.
7. Art, Music and Physical Education Teachers.
8. Intervention Specialists.
9. Coordinators of Art, Music, Title I, and Gifted Education.
10. Option IV Coordinator.
11. Computer Specialists/District.
12. Curriculum Leaders.
13. Permanent Substitute Teachers.
 - a. Permanent substitute teachers must hold an active Ohio Department of Education teaching license in a designated teaching area at the time of employment.
 - b. All permanent substitute teacher positions must be posted in all Kettering City School District buildings.

< < < < < < < < < < < **End of Article III** > > > > > > > > > >

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association shall be granted the following exclusive rights for employees covered hereunder:
1. The Board of Education shall provide the Association with a room for its exclusive use for Association business. Said room shall accommodate no fewer than twenty (20) persons.
 2. Association officers, committee chairpersons, faculty representatives, and other Association members shall be permitted to utilize the school mail delivery system, including mailboxes, for purposes of communications, notices, etc., for official Association business to teachers. Additionally, the copy equipment located in the mail room at the Board office shall be made available for the duplication of Association material provided the Association reimburses the Board for the costs incurred.
 3. Association officers, chairpersons, faculty representatives, and executive committee members shall be permitted to leave their school buildings immediately after classes are excused in order to attend Association meetings.
 4. The Association, through its president, shall be notified of all public Board meetings as early in advance of such meetings as is reasonable.
 5. Each building principal will designate bulletin boards in teacher lounges for Association use.
 6. With prior notification to the principal, designated Association representatives may make announcements at faculty meetings concerning meeting times and dates.
 7. Faculty representatives shall be permitted to utilize school facilities to call building meetings subject to the following conditions:
 - a. If, after a regular instructional day, said meeting shall not be scheduled less than ten (10) minutes after the dismissal of students.
 - b. Frequency of after-school building-level meetings will not be more than once a calendar month without approval of the building principal.
 - c. Such meetings shall not conflict with previously scheduled teacher meetings.
 8. At the discretion of the Association president, the Association shall be granted fifteen (15) initial days for Association leave with the total expense of substitute teachers paid by the Board, six (6) subsequent days for Association leave with the total expense of substitute teachers split equally between the Board and the Association, and nine (9) subsequent days of Association leave with the total expense of substitute teachers paid by the Association.

The use of witnesses and Association representatives in grievance hearings and arbitrations shall not be charged against the approved Association leave.
 9. The Association shall be the exclusive employee organization for whom payroll deductions will be made for union dues.

10. The Association shall be provided names and addresses of new-hired teachers or teachers recalled from layoff within five (5) days of employment or reemployment.
11. The Association shall be the exclusive teacher organization which may be permitted to address general meetings called for teachers by the administration.

12. **Fair Share Fee**

a. **Payroll Deduction of Fair Share Fee**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board by September 20 of each year during the terms of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

b. **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 15th 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:

- (1) sixty days employment in a bargaining unit position,
- or
- (2) January 15th.

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

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount 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 Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share fee deductions were made, the period covered, and the amounts deducted for each.

e. **Procedure for Rebate**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association along with applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

f. All contracts of employment for positions in the bargaining unit shall contain the following language:

"This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board."

g. **Hold Harmless Provision**

The Association shall indemnify and save the Board harmless against claims that may arise out of or by reason of actions taken or not taken by the Board or Association as a result of either party's efforts to comply with the fair share fee provision and procedures established above. The only exception to this hold harmless provision is that the Association shall not indemnify and save the Board harmless from such a claim if it is established via this Negotiated Agreement's grievance procedure that the Board or its agents acted in neglect or violation of the fair share fee provision and procedures established above.

< < < < < < < < < < < **End of Article IV** > > > > > > > > > >

ARTICLE V

PAYROLL PROCEDURES

- A. The Schedule of Payroll Payments will be printed on a schedule of payroll dates and will be provided to each employee at the start of each school year. All teachers shall be paid on a twenty-six (26) pay basis for the school year, commencing on the third Friday after the start of the school year.
1. All employees must participate in direct deposit of payroll checks.
- B. Certified teachers employed for fewer than twelve months in the school year may request payment in full of the balance of salary held for disbursement during summer months if employee is:
1. Leaving the continental boundaries of these United States for travel:
 2. Leaving the employ of the Board:
 3. Applying for and being granted retirement through the State Teachers Retirement System of Ohio:
 4. In financial emergency. This request must be approved by the Treasurer.

Except for No. 2 above, such request shall be in writing and must be received in the office of the Treasurer no later than May 24 for payment at the close of the school year. Written requests received after May 24 will not be honored.

- C. Teachers on Regular Contracts will be paid according to a salary schedule for that position, as adopted by the Board. New teacher assignments on the schedule will be made in accordance with the following:
1. Years of experience; maximum seven, including years of active military service for newly employed teachers holding a Bachelor's degree and placed on Class III of the approved teachers' salary schedule, or maximum eight, including years of active military service for newly employed teachers holding a Bachelor's degree and placed on Class IV or Class V of the approved teachers' salary schedule, or maximum ten, including years of active military service for newly employed teachers holding a Master's degree and placed on Class VI, VII, VIII, IX, or X of the approved teachers' salary schedule. "Years of experience," as used herein shall mean:
 - a. Teaching as a regular teacher for 120 days or more in any school year in any elementary or secondary public school.
 - b. Teaching as a regular teacher for 120 days or more in any school year in a nonpublic elementary or secondary school chartered by the Ohio Department of Education. Such teacher must have taught under a valid Ohio Department of Education certificate/license.
 - c. Teaching full time in a fully accredited public college or university for one or more academic years.
 - d. Teaching full time in a fully accredited private Ohio college or university for one or more academic years.
 - e. Teaching on an assistantship while working for an advanced degree shall not be considered a full-time teaching position.
 - f. Teaching as a substitute in an Ohio public elementary or secondary school district for 120 days or more in any school year. Substitute days in more than one district in any school year shall not be combined to meet the 120-day minimum.

2. When Vocational Teachers new to the District are employed and do not have a teaching certificate, they will be placed on Class III of the salary schedule in the following manner; professional work or career experience will be counted as one year of work equaling one step on the salary schedule through five years of work experience equal to step 6. For placement on step 7 and/or step 8, professional work or career experience will be counted as two years of work experience equaling one step on the salary schedule. Step 8 on class III is the highest available step for employees employed after May 1, 1994.

Lateral movement on the salary schedule for new vocational teachers who have not earned a Bachelor's degree will be as follows; they may move to class IV when they have completed 18 semester hours of undergraduate college credits, and to class V when they have completed 35 semester hours of undergraduate college credit, and to class VI when they have completed 45 semester hours of undergraduate credit. Any lateral movement on the salary schedule will be based only on those college credits earned after the date of hire. Vocational teachers cannot advance to class VII until they have completed a Master's degree and 18 semester hours of graduate credit beyond their Master's degree.

Lateral movement on the salary schedule for new vocational teachers who have earned a Bachelor's degree prior to employment will be the same as stated above; however, they will be given credit for graduate or undergraduate college credit earned after the receipt of their Bachelor's degree for salary scheduled placement.

3. Nurses, Occupational Therapists, Physical Therapists and Speech Therapists will be placed on the salary schedule in the following manner:

Professional work or career experience counted as one (1) year of work in their professional field is equal to one (1) year step advancement on the salary schedule. The District will recognize up to five (5) years of experience in this manner.

Beyond five (5) years, professional work or career experience counted as two (2) years of work experience equals one (1) additional step on the salary schedule, with maximum placement limited by their class on the salary schedule matrix (see Article V, c.)

Furthermore, professional work or career experience:

1. Must have been full time, seven (7) hours per day and at least nine (9) months per year.
2. Must have been accomplished under the provisions of a certificate or license.
3. Must have been completed in the similar or same type of work.
4. Must be verified with written documentation.

D. Definitions

1. "Fully accredited," as used herein, shall mean accreditation by a nationally recognized regional accrediting association.
2. "Teaching days," as used herein, shall mean teaching or tutoring five hours or more per day.
3. A "year of active military service," as used herein, shall mean eight or more continuous months of service (maximum five years).

E. Credit for Academic Training

Credit for additional academic training to current employees covered hereunder will be granted twice during the school year. Evidence of additional academic training from a fully accredited educational institution must be submitted to the Director of Human Resource Services by September 10 in order to receive credit on the salary schedule beginning the first day of the first semester.

Evidence of additional academic training from a fully accredited educational institution must be submitted to the Director of Human Resource Services by February 1 to advance on the salary schedule beginning the first day of the second semester.

F. **Increments**

A teacher presently employed by the Board and assigned on the salary schedule shall be eligible for assignment to the next higher step if said teacher was employed at the next lower step for 120 five-hour days or more in the preceding school year or each of the interval years between steps. Part-time teachers shall advance on the salary schedule based on their percentage of contract. The cumulative percentage of contract for part-time teachers must add up to 100 percent of full-time contract for advancement to occur. Advancement on the salary schedule may occur under the above conditions **only at the beginning of the first semester of each school year.**

G. Percent of contract, as used herein, shall be defined in terms of daily hours of contracted work or annual days of contracted work. A position divided between two or more individuals shall have each person receiving a percentage contract based on the prorated division of the position. Daily hours of contracted work shall be calculated as shown on the following charts:

1. **High School**

420 minutes (7 hrs.) per day + 30 min. lunch = Total 7-1/2 hours per day

Student Contact Periods	%	Class Time Including Passing Time	Time Beyond Classroom* (Preparation)	Total Paid Time
1	16.7	50 + 6 = 56	14	70 min.
2	33.3	100 + 12 = 112	28	140 min.
3	50.0	150 + 18 = 168	42	210 min.
4	66.7	200 + 24 = 224	56	280 min.
5	83.3	250 + 30 = 280	70	350 min.
6	100.0	300 + 36 = 336	84	420 min.*

*Inclusive of Planning Time during school day and before and after school.

2. **Middle School**

420 minutes (7 hrs.) per day + 30 min. lunch = Total 7-1/2 hours per day

Student Contact Periods	%	Class Time Including Passing Time	Time Beyond Classroom* (Preparation)	Total Paid Time
1	14.3	43 + 4 = 47	13	60 min.
2	28.6	86 + 8 = 94	26	120 min.
3	42.9	129 + 12 = 141	39	180 min.
4	57.1	172 + 16 = 188	52	240 min.
5	71.4	215 + 20 = 235	65	300 min.
6	85.7	258 + 24 = 282	78	360 min.
7	100.0	301 + 28 = 329	91	420 min.*

*Inclusive of Planning Time during school day and before and after school.

3. **Elementary**

420 minutes (7 hrs.) per day + 30 min. lunch = Total 7-1/2 hours per day

%	Total Paid Time
14.3	60 min.
28.6	120 min.
42.9	180 min.
50.0	210 min.
57.1	240 min.
71.4	300 min.
85.7	360 min.
100.0	420 min.*

*Inclusive of Planning Time during school day and before and after school.

Annual percentage of contracted work shall be calculated by dividing the number of contracted days by 183.

Calculation for those working fewer than 183 part-time days shall be determined by multiplying the percentage of contract for annual days of contracted work by the percentage of contract for daily hours of contracted work.

H. **Payroll Deductions**

1. Federal Income Tax
2. Ohio Income Tax
3. City Income Tax
4. Ohio State Teachers Retirement System
5. School Income Tax
6. Medicare

I. **Optional Deductions Include:**

1. Medical, Dental, and/or Life Insurance:

Medical and Dental premiums and/or employee contributions will be deducted from the first and second pay of each month.

2. There is no limit on the number of annuity companies an employee can have; however, each employee can have only one (1) salary reduction agreement as required by I.R. S. regulations. All annuity companies must be on one (1) salary reduction form. Enrollment for tax sheltered annuities can occur any time during the calendar year.
3. FirstDay Federal Credit Union.
4. United Way
5. Citizens for Kettering Schools

6. Kettering Education Foundation
7. Sun Life Voluntary Life Insurance
8. Dues, for the United Education Profession. Dues shall be withheld for those individuals authorizing such dues deductions for twenty (20) consecutive pay days, beginning with the third pay of the school year. Authorization for those dues deductions must be presented to the Treasurer by September 20 and shall be continuous from year to year thereafter unless revoked in writing by the teacher. In the event of termination of employment of any teacher, the deductions for dues shall cease with the employee's final pay check, and it will be the responsibility of the school district Treasurer to notify in writing the Treasurer of the K.E.A. of these situations. Following each of the twenty (20) deductions, the Treasurer shall forward to the Association a check for the amounts withheld. In carrying out the provisions of this paragraph, the teacher and/or the Association agree to indemnify and save the Board and/or its representatives harmless against any and all claims except the cost of defense that may arise out of or by reason of action taken against the Board and/or its representatives.
9. OEA Fund for Children and Public Education Contributions
10. Fair Share Fee
11. Tax-Deferred Payroll Deduction Plan to Restore or Purchase STRS Credit

The Internal Revenue Code (IRC) Section (414)(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and,

Under the State Teachers Retirement System of Ohio (STRS) laws and rules, members may: (1) redeposit contributions previously withdrawn plus interest, and/or (2) purchase eligible service credit.

In order to permit tax deferral for these additional amounts, any unit member who wishes to purchase or restore STRS credit by payroll deduction must enter into a binding irrevocable payroll deduction authorization, and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to STRS;

Additional amounts herein specified, through payroll deductions from salary, are designated as being picked up by the employer and paid by the employer in accordance with Internal Revenue Code requirements.

12. After tax payroll deductions to restore or purchase STRS credit.
- J. All of the above notwithstanding, no employee shall be entitled to utilize more than twenty-five (25) payroll deduction slots.

< < < < < < < < < < **End of Article V** > > > > > > > > > >

ARTICLE VI

INDIVIDUAL CONTRACTS

A. Regular Contracts

1. All employees shall be issued written regular contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information.
 - a. Name of teacher.
 - b. Name of the school district employing said teacher.
 - c. Type of contract--limited or continuing.
 - d. Agreed upon compensation to be paid for the first year of the contract (percentage of full-time contract if applicable).
 - e. If a limited contract, term of contract.
 - f. Agreed upon step and classification of the initial salary paid.
 - g. Provision for signature and date of signing by the teacher, Board President, and Treasurer.

B. Supplemental Contracts

1. Teachers employed to perform duties and responsibilities set forth in the Supplemental Salary Schedule shall be given a written supplemental contract in accordance with the Ohio Revised Code for each supplemental duty performed. Such supplemental contract shall include the following information:
 - a. Name of teacher.
 - b. Name of the school district for which responsibilities shall be performed.
 - c. Number of years contract is to be in force.
 - d. Statement of supplemental duties and salary amount.
 - e. Beginning and ending dates of supplemental assignment.
 - f. Total compensation--supplemental (percentage of full contract when applicable).
 - g. Provision for signature and date of signing by the teacher, Board President and Treasurer.

C. General Provisions

1. Issued with the regular contract will be notice of tentative assignment (building, general subject, or grade level). In the event of changes or shifts in enrollment or staffing needs, the Board will reassign said employee within his/her certification area(s). The teacher affected by a change will be notified as soon as possible.

2. Summer school contracts will be issued for those positions which the advance student registration indicates will be required.
3. Separate supplemental contracts shall be issued for extended service in excess of the regular 183 teaching days. The rate of pay for said extended service shall be on a per diem rate of 1/183 of the regular contract amount for the current school year.
4. Supplemental contracts shall automatically expire at the end of the contract year and shall not be subject to the nonrenewal provision as provided in 3319.11 ORC.
5. Notification of nonrenewal of limited teaching contracts will be accomplished by April 30 by personal delivery. If personal delivery is not possible, posting written notice in the U.S. mail by registered or certified mail to the teacher's last known address will constitute notification.
6. Certificated teachers covered hereunder, who are employed by the Board five or more hours each day on a 183 or more days contract for three of the last five years and who qualify otherwise shall be considered for a continuing contract as prescribed by law; provided, however, to be eligible for consideration for continuing contract, a teacher must have filed a notice of eligibility for a valid professional or permanent certificate in the Human Resource Services Office on or before April 1. Nothing herein shall require the Board to grant a continuing contract (tenure) during the unexpired term of an eligible teacher's limited contract.
7. Resignation from Employment. Unit members should give the Board as much advance written notice of pending resignation of employment as conditions allow. In giving advance written notice, unit members should take into consideration many factors, including but not limited to the July 10 statutory deadline for submitting notices of resignation and the best date for the resignation to take effect. Unit members resigning after completing the last full work year of employment are entitled to receive paid insurance benefits from the Board until the next work year begins but not to exceed twelve (12) months of insurance coverage for that work year. There may be reasons, however, such as resignation for purpose of retirement, to set an earlier effective date of retirement.

D. Each spring, all supplemental duty positions not held by Kettering teachers will be considered vacant. When a supplemental contract position is declared vacant, such vacancy shall be posted for five (5) school days prior to the position being filled. Exceptions to the time limit for posting can be made by the Board when an emergency exists.

Consideration for filling supplemental contract positions shall be given in the following manner and order:

1. Qualified professional staff members in the District.
2. Qualified non-certificated individuals previously holding the position.
3. Qualified professional staff members outside the District.
4. Qualified non-certificated individuals.

< < < < < < < < < < < **End of Article VI** > > > > > > > > > > >

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by a teacher, group of teachers, or the Association, of an alleged violation, misinterpretation, or misapplication of a provision of this contract.
2. An "aggrieved person" is the teacher, or group of teachers, or the Association making the claim.
3. A "teacher" shall be defined as any certificated staff employee of the Board eligible for membership in the bargaining unit.
4. "Days" shall be defined as regular work days exclusive of weekends, holidays, and breaks during the school year.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at a given level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the KEA, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance shall be deemed settled on the basis of the disposition at the preceding level.
2. The time limits specified may, however, be extended by mutual agreement.

D. Right of Representation

1. The aggrieved person (if an individual grievance is filed by an individual) may be represented by the Association.
2. No reprisal shall be taken by either party as a result of grievances filed.
3. Administrators hearing grievances may elect to have a representative present at any and all levels of the grievance procedure.

Level One - Informal

A grievance may be initiated in one of the following ways:

- a. The teacher may approach the administrator or supervisor immediately concerned and discuss the matter in his/her own behalf. It is strongly recommended that the teacher make every reasonable attempt to resolve the grievance at this step.
- b. Grievances shall remain confidential at this level.

Level Two - Formal

- a. In the event that the informal step is unsuccessful, the teacher may file a formal grievance on a contractually-agreed form. (See Addendum F.) The form shall be completed in triplicate with the grievant retaining one copy; delivering one copy to the Association president; and delivering the third copy to the administrator involved. Receipt of the administrator's copy will be acknowledged in writing.
- b. Within five (5) school days after notification to the principal, administrator or supervisor involved, a meeting shall take place between the appropriate administrator, the grievant, and the Association representative(s) and any other person deemed necessary by the Association. Within five (5) days following this hearing, the decision concerning the grievance shall be given in writing by the administrator to the grievant and to the Association representative(s).

Level Three - Superintendent

- a. In the event a grievance is not satisfactorily resolved at Level Two, or if no decision has been made within the five-day limit, the grievant may, within five (5) days after the receipt of the answer at Level Two, notify the Superintendent and Association in writing of an intention to process the grievance. A copy of the grievance will accompany this notification.
- b. A meeting shall be held between the grievant and the Superintendent within seven (7) days after the receipt of such notice. Witnesses may be available to testify but may not be present during the remainder of the hearing. Upon the completion of this meeting, the administrative decision shall be given in writing to the Association within five (5) days.

Level Four - Mediation

- a. In the event the grievance is not resolved at Level Three, the parties, by mutual agreement, may request that the issue be presented at a mediation conference. The Federal Mediation and Conciliation Service or State Employment Relations Board shall be requested to appoint one of its mediators to conduct the mediation conference.

- b. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.
- c. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.
- d. The costs of grievance mediation, if any, shall be shared equally by the Association and the Board.

Level Five - Arbitration

- a. In the event the grievance is not resolved at Level Four, or if no decision has been reached within five (5) days of the Level Four meeting, the grievant may request in writing that the Association submit the grievance to arbitration.

If the Association determines that the grievance has merit, the Association may file a demand for arbitration to the American Arbitration Association. If this "demand for arbitration" is initiated, it must be submitted in writing to the American Arbitration Association with a copy to the Superintendent within twenty (20) days after receipt of the decision at Level Four. The selection of the arbitrator and all proceedings shall be according to the American Arbitration Association rules.

- b. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement and shall only have the authority to interpret the provisions of this Agreement. It is the expressed intent of both parties to have negotiated a legal Agreement. However, neither party is restricted with regard to the positions, stipulations, briefs, or in presenting its case before the arbitrator. The arbitrator shall not establish law or cause either party to act in any way contrary to the law. Both parties agree the Board has only such power as is given to it by law or which may be reasonably inferred therefrom. The arbitrator shall in no event have the power to enlarge the power of the Board or allocate the finite resources of the District.

The decision of the arbitrator shall be final and binding upon the parties.

E. Miscellaneous

- 1. Any teacher having been dismissed from a contract and for whom a grievance is sustained involving the issue of dismissal shall be reinstated with full reimbursement of all professional compensation loss. If he/she shall have been found to have been deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the individual for whom such compensation has been denied.

2. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level Two. The Association may process such grievance through all levels of the procedure even though the aggrieved person or persons do not wish to do so.
3. Grievance must be filed at the appropriate level within fifteen (15) days of the event or condition which gave rise to the grievance when there are at least fifteen (15) days left in the school session. Grievance will be filed within thirty (30) days when they arise either with less than fifteen (15) days in the school session or during the school recess.
4. Decisions rendered as final at Levels Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and to the Association.
5. All documents, communications and reports dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The forms for filing and processing the grievance shall be made available from the Association or from the Superintendent.
7. Formal grievances shall be processed at a time when the teacher is not expected to be in his/her classroom except for arbitration hearings which may be held during the teaching day.
8. Any teacher who is required to be absent from his/her assigned duties due to his/her participation in any step of this procedure, including appeal procedures as provided by law, shall lose no salary whatsoever as a result of such absence.
9. The Association may withdraw its support of the grievance at any time within the complete and absolute discretion of the Association.
10. The costs for the services of the arbitrator, including per diem expenses and the cost of any hearing room, will be borne equally by the Board and the Association.
11. No grievance may be submitted to arbitration without prior approval by the Association.
12. No teacher shall be represented by any teacher organization other than KEA in any grievance initiated pursuant to this Agreement.
13. If a grievance is filed concerning a matter which is subject for appeal and initial determination on its merits with an Ohio or federal agency or court, such grievance shall not be subject to the arbitration procedure of this grievance procedure unless the grievant waives his/her rights to processing before said agency or court.

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ARTICLE VIII

SALARY SCHEDULE

- A. Teachers on regular contract shall be paid on the schedule and index as set forth in Addendums A and B attached hereto.
- B.
1. Teachers on supplemental contract shall be paid on the schedule as set forth in Addendum C attached hereto. Payment of supplemental salary shall be based on a teacher's fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more teachers, and the Board reserves the right to add or not fill positions listed in Addendum C.
 2. The basis for determining the supplemental salary amount paid shall be the percentage amount listed in Addendum C for the applicable supplemental duty performed multiplied by the figure shown in Addendum A at Class VI (M.A.-Step 15).
- C. STRS pickup will utilize the salary reduction method. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee'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 employee's total salary is increased by such "pickup," nor is the Board's total contribution to the State Teachers Retirement System increased thereby.
1. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation including supplemental earnings thereafter.
 2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
 3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
 4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
7. The Association agrees to indemnify and hold the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

D. STRS Contributions

If the amount of teacher contribution to the STRS is increased due to legislation that shifts the amount of the Board contribution from the Board to the employee, the Board will contribute the following amounts on behalf of bargaining unit members:

2011-12	100% of the additional amount up to a maximum of 2.0%
2012-13	75% of the additional amount up to a maximum of 1.5%
2013-14	50% of the additional amount up to a maximum of 1.0%

Following the 2013-14 school year, the Board will no longer contribute any amount of the bargaining unit member's share of STRS contributions on their behalf.

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ARTICLE IX

INSURANCE

A. Life Insurance

Teachers covered hereunder shall receive Group Life and Accidental Death and Dismemberment Insurance as follows:

<u>Scheduled hours per day</u>	<u>Amount</u>
5 or more hours per day	\$40,000
Less than 5 hours per day	\$20,000

B. Health Insurance

The Board sponsored health insurance program in effect as of January 1, 2009 shall remain in effect until December 31, 2009.

Effective January 1, 2010, the Board of Education (BOE) shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

		Network	Out-of-Network
Deductible	Single Plan	\$2,000	\$2,000
	Family Plan	\$4,000	\$4,000

As of the 12-month coverage period beginning January 1, 2012, and for each 12-month coverage period thereafter, the cost of all health insurance premiums will be split between the Board and each unit member participating in the Board sponsored health insurance program, (Board share 85% and member share 15%). Each unit member participating in the Board sponsored health insurance program shall be responsible for the cost of his/her single or family premium.

1. Effective January 1, 2010, a Health Savings Account (HSA) shall be available for each Teaching Staff Member who is part of the HDHP. The BOE shall determine the custodian for the HSA. Any contribution by the Teaching Staff Member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual member for his/her exclusive benefit and that of his/her beneficiaries. Distribution of funds from this HSA may be made at anytime upon the discretion of the member. The member is responsible for substantiation of the distribution for qualified medical expenses.
2. Due to IRS regulations for those Teaching Staff Members who are 65 years of age and older, and therefore are not eligible for an HSA, the BOE shall provide a Health Reimbursement Account (HRA). The BOE shall be the custodian of the HRA. Distribution of funds from the HRA shall be made by the BOE for qualified medical expenses received through the HDHP.
3. For Teaching Staff Members who are less than 65 years of age, the BOE will contribute to each participating member's HSA account, an amount equal to the annual in-network deductible amount

applicable to that member's insurance plan (single or family). Members may make additional contributions consistent with IRS regulations by payroll deduction.

- a. BOE contributions to fully fund the HSA accounts at their maximum deduction levels will be made in the first pay of January of 2010.
 - b. In the first pay of January 2011, 50% of the amount equal to the annual in-network deductible amount will be deposited in the member's HSA account and the remaining 50% will be deposited in July of 2011.
 - i. In 2011, employees who demonstrate a need for the full amount before July may request in writing the remaining balance of the BOE contribution be deposited in the HSA account.
 - c. Teaching Staff Members who leave the insurance plan for any reason during the calendar year will reimburse the BOE at the rate of one-twelfth of the BOE paid contribution for each month that the Teaching Staff Member is no longer in the plan.
 - d. Teaching Staff Members hired after January 1 shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual in-network deductible amount applicable to that member's insurance plan (single or family) on their 1st day of work for the remainder of their initial calendar year.
4. For Teaching Staff Members who are 65 years of age or older, the BOE will contribute to each participating member's HRA account an amount equal to the annual in-network deductible amount applicable to that members insurance plan (single or family).
- a. BOE contributions to fully fund the HRA accounts at their maximum deduction levels will be made in January of 2010.
 - b. In January 2011 50% of the amount equal to the annual in-network deductible amount will be deposited in the member's HRA account and the remaining 50% will be deposited in July of 2011.
 - i. In 2011, employees who demonstrate a need for the full amount before July may request the remaining balance of the BOE contribution be deposited in the HRA account.
 - c. Teaching Staff Members hired after January 1 shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual in-network deductible amount applicable to that member's insurance plan (single or family) on their 1st day of work for the remainder of their initial calendar year.
5. Teaching Staff Members may request that the Treasurer's Office pro-rate the HSA/HRA in January for staff members who submit a letter of retirement or resignation to the BOE Human Resource Services Office no later than November 10.
6. When both spouses are employees of the Board, they may be enrolled for one (1) family plan or two (2) single plans.
7. The joint insurance committee shall remain in place for the duration of this Agreement. Its duties will continue to be to study hospitalization/health care plan alternatives, to review potential premiums, and to recommend the type and carrier of the health insurance program and the benefit levels to be provided. Any changes in type or benefit levels of the health insurance program will be contingent upon approval of the parties to this Agreement. The insurance providers of the coverages within shall

be at the choice of the Board. The Association shall be given thirty (30) days notice of any potential change in the choice of insurance providers.

8. A representative of the Board of Education, Kettering Education Association, and Ohio Association of Public School Employees shall jointly discuss and develop the committee meeting agendas. The agendas will be finalized no later than one (1) business day prior to the scheduled meetings. The representatives from each of the three entities will be appointed by the specific entity.

C. **Dental Insurance**

The Board sponsored dental insurance program in effect as of January 1, 2000, shall remain in effect until the parties to this Agreement elect to amend or change it.

The Board shall pay 90% of the monthly dental insurance premium for those teachers covered hereunder who enroll and agree to contribute 10% of any applicable monthly premium. The joint insurance committee will continue to study dental insurance, to review potential premiums, and to recommend the type and carrier of dental insurance and the benefit levels to be provided. Any changes in type or benefit levels of the dental insurance program will be contingent on approval of the parties to this Agreement. The insurance providers of the within coverages shall be at the choice of the Board. The Association shall be given thirty (30) days notice of any potential change in the choice of insurance providers. When both spouses are employees of the Board, they may be enrolled for one (1) family plan or two (2) single plans.

1.	<u>SERVICE CATEGORY</u>	<u>PLAN CO-PAY</u>
	Class I Preventive	100%
	Class II Minor Restorative	80%
	Class III Major Restorative	80%
	Class IV Orthodontic	60%
2.	Deductible: \$25/Individual, \$75/Family - Calendar Year (Applies to Class II and III only)	
3.	Annual Maximums: Class I = None; Class II and III = \$2,500 combined; Class IV = (see below).	
4.	Lifetime Maximum: Class I, II, and III = None; Class IV = \$1,250.	

D. **Terms of Coverage**

Coverage under the Board sponsored health and dental insurance program shall be subject to the terms and conditions of the master contract with the insurance carrier.

A part-time employee enrolled in the Board sponsored health insurance program or dental insurance program shall receive credit toward the payment of premiums by multiplying his/her percentage of employment times the Board contribution toward premiums. He/she will pay the remaining amount of the premiums.

E. **Insurance Continuation**

An employee on a paid or partially paid sabbatical leave shall be eligible for a prorated Board contribution for any or all Board sponsored insurance programs based on the percentage of salary payment due the employee. An employee on unpaid leave of absence shall be entitled to a continuation of any and all such insurance programs as provided for at Article X, Section H, Subsection 8 of this Agreement. In order to be eligible for continuation of any or all such insurance programs, the unit member must contribute the full monthly premium or pro rate percent thereof on such coverage by submitting payment to the Board Treasurer by the tenth (10th) day of each month prior to any premium due date. If the employee elects not to continue coverage it will be the employee's responsibility to re-enroll in the insurance programs within the first 30 days upon return from leave or they must wait for the next available open enrollment period.

F. Effective January 1, 2010, the Board of Education agrees to implement a Section 125 plan for sheltering medical and dental insurance premiums paid by the employee, and child care reimbursement account contributions for child care services.

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ARTICLE X

LEAVES OF ABSENCE

A. Personal Leave Days

1. **Three (3) days per school year** (August 1 to July 31) will be allowed each certificated employee for personal leave for any of the following reasons:
 - a. Attendance at professional meeting not included in KBE Policy #4.09.
 - b. Birth of employee's child.
 - c. Care of employee's children and/or grandchildren.
 - d. Community service.
 - e. Court appearance.
 - f. Death in family which exceeds provisions of the KEA/Board Agreement.
 - g. Employee's school-child activities.
 - h. Financial matters.
 - i. Funeral other than family.
 - j. Graduation of child, spouse or self.
 - k. Insufficient sick leave.
 - l. Personal business which cannot be conducted except during working hours.
 - m. Religious holidays.
 - n. Wedding or preparation for wedding for self or immediate family.

2. Conditions:
 - a. Personal leave **shall not be granted on** any school day **preceding** or **following** a day when school is closed and teachers are not scheduled for any type of duty. This is further defined as follows: **personal leave shall not be granted on** the first or last day of the school year, on the school day preceding or following Labor Day, WOE A Day, Thanksgiving Break, Winter Break, Martin Luther King Day, Presidents' Day, Spring Break, Memorial Day, and the full day of parent teacher compensatory (comp) time.
 - b. Personal leave may be used on consecutive days, but no personal leave may be used in conjunction with days for which salary is deducted to extend scheduled vacation periods.
 - c. The employee shall notify the principal or immediate supervisor at least **three (3) days in advance** of the day for which personal leave is requested, except for items A,1,b. and A,1,c. and A,1,f. and A, 1, i. of this article.
 - d. Personal leave may be used at any time to attend a mandated court appearance, the wedding, college graduation or the preparatory school graduation of the employee or a child of the employee, or a stepchild of the employee, or the graduation of a spouse. Within this item stepchild is defined as a child who has lived in the household of the employee.

- e. Unused personal leave days are **not accumulative** from school year to school year.
- f. Personal leave shall not be chargeable to sick leave.
- g. If personal leave is approved for a day when schools are closed because of weather or calamity, such leave will not be charged to the teacher.

3. **Payment for Unused Personal Days:**

At the conclusion of each school year, June 30, unused Personal Leave Days will be recorded and accumulated for payout at the time of separation from the District. The accrued unused Personal Leave Days are separate and not included in any severance pay program. At the time of separation from the District, the teacher will receive a payout not to exceed 25% of the accrued unused Personal Leave Days. Payment will be based on the individual teacher per diem rate at the time of separation from the District. During the course of employment, and in the event that a teacher exhausts his/her sick leave, he/she will have the choice to use the accrued unused Personal Leave Days as Sick Leave Days for full pay.

B. **Sick Leave**

- 1. Each full-time employee covered hereunder shall receive sick leave credits of one and one-fourth (**1-1/4 days per month (15 days per year)**) when in active service and pay status including sick leave and breaks in the school calendar, but not during a leave of absence or layoff. Part-time and hourly-rated employees shall receive sick leave credit on a prorated basis of full-time credit based on the percent of contract or hours worked.

When an employee reaches the maximum sick leave accumulation permitted under contract, then one and one-fourth (1 1/4) sick leave days shall be posted each month until July 31. Sick leave accumulation as of July 31 shall not exceed 300 full-time days. The one and one-fourth (1 1/4) days per month shall be credited at the conclusion of work for the month or year.

- 2. Should an employee use more than the total of his/her accumulated sick leave, such employee, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five days if requested. If the employee should resign, be placed on unpaid leave of absence, or become deceased before this advancement of sick leave has been earned, such unearned sick leave days shall be deducted from the final paycheck, or claim shall be made against the estate of the deceased employee.
- 3. An employee who has transferred from the services of any public agency of the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law (O.R.C. Section 3310.141) and upon receipt of a corroborating statement from former public employers and limited to 300 days total accumulation.
- 4. Certificated personnel, upon approval of the responsible administrative officer, may use sick leave in **1/4-day increments** for the following reasons:
 - a. Personal illness, injury and disability due to pregnancy of employee.

- b. Serious illness or injury of a member of the immediate family of such a nature as to necessitate the employee's personal presence and attention which cannot be delegated to someone else. Immediate family as used herein shall mean current spouse, children, parents, siblings, grandparents, grandchildren, step-, foster-, and adoptive- children, parents, sibling, in-laws bearing any of the above relations, other permanent residents of the teacher's household.
 - c. Leave shall be granted to an employee for death in his/her immediate family as set forth in the funeral leave section.
 - d. Emergency leave shall be granted as set forth in this article.
 - e. Under the provisions of sick leave shall be included such emergency requirements as extensive physical examinations for the purpose of diagnosis of an illness when requested by the personal physician.
 - f. Any exception to the aforesaid in the best interest of the school and the employee shall be at the discretion of the Superintendent or his/her designee.
- 5. Regular employees who are on sick leave on days when schools are closed because of weather or public calamity will not have the days charged against sick leave.
 - 6. Employees on leave of absence for professional improvement, military service, except as provided in 5923.05 ORC, or other purposes can neither accumulate nor use sick leave during the period of such leave of absence.
 - 7. Persons requesting sick leave shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave.
 - a. If medical attention is required, the employee shall list the name and address of the attending physician and the dates when he/she was consulted.
 - b. If medical attention is required, the employee may be required, at the request of the Human Resource Services Office, to provide a statement signed by the attending physician listing the dates of treatment and/or consultation.
 - c. The Superintendent may require the employee to furnish evidence to the effect that the absence was due to illness or to any of the foregoing causes.
 - d. Falsification of a sick leave statement is grounds for denial of sick leave benefits and other disciplinary actions up to and including termination of employment.

C. **Sabbatical Leave**

- 1. Employees covered hereunder who have completed five (5) years of full-time employment with the Board, with the approval of the Board and the Superintendent, may be entitled to take leave of absence with part pay for a period not to exceed one (1) contract year (September-June).

2. Sabbatical leaves may be granted for the purpose of study at an approved institution of higher learning or for approved educational travel. Such study and/or travel must benefit the District and its pupils.
3. All applications for sabbatical leave shall be submitted for approval through the principal and Superintendent prior to being submitted to the Board. The application must specify the nature and purpose of the leave of absence and the plan for professional growth on the part of the employee.
4. Not more than 5 percent of the total professional staff of the school district may be on sabbatical leave at the same time. Leaves will not be permitted unless a satisfactory substitute or replacement teacher is available.
5. An employee covered hereunder on a one-contract-year sabbatical leave will receive as a salary the difference between the employee's salary and that of a certificated teacher on Classification III, Step 1. The salary that the employee on sabbatical leave would have received had the employee continued in regular teaching service for a 183-day contract will be the base used to determine the difference. The selection and employment of the replacement shall be the exclusive prerogative of the Board. In addition, the Board will pay a pro rata share of all fringe benefit costs paid for full-time teachers contingent upon the assumption of the payment of all costs exceeding the Board share by the sabbatical teacher. The Board's pro rata share shall be defined as the ratio of the net salary of the sabbatical teacher and salary that would have been earned as a full-time teacher during the year of the sabbatical leave.
6. Employees participating in the sabbatical leave program will upon their return submit to the Superintendent a written report of their professional activities.
7. The compensation shall be paid to the certificated teacher on sabbatical leave in the same manner as if he/she were teaching in the District.
8. In order that a satisfactory substitute may be employed, it is recommended that application for sabbatical leave be filed in the office of the Superintendent by February 10 of the school year prior to the school year in which the sabbatical leave is to be taken. Applications filed later than the regular March meeting of the Board may be denied consideration on that ground alone.
9. All contract-year sabbatical leaves are to start with the fall semester.
10. The teacher on sabbatical leave will be required to return to the District at the beginning of the next school year unless otherwise waived by the Superintendent and approved by the Board.
11. The Board shall not be liable for the payment of any compensation or damages provided by law for the injury or death of any employee when the injury or death occurs while he/she is on sabbatical leave.
12. It shall be the responsibility of the employee requesting the sabbatical leave to consult with the State Teachers Retirement System regarding the effect of such leave on his/her retirement program.

D. **Funeral Leave**

1. Teachers shall be allowed up to **three (3) days** without loss of pay or sick leave credit when a death occurs to a member of the **immediate family**. Immediate family as used herein is defined as spouse, father, mother, child (blood or in-law) of preceding, sister, brother, or any other person residing in the teacher's household. Use of this leave shall not preclude the use of sick leave for purposes of a death in the immediate family.
2. Teachers shall be allowed **one (1) day** without loss of pay or sick leave credit when the death is to a **more remote relative** defined as grandparent, grandchild, aunt, uncle, niece, nephew, cousin, brother- or sister-in-law.
3. Additional time for funeral leave as set forth in D1 and D2, not to exceed **two (2) days**, shall be granted without loss of pay or sick leave credit at the discretion of the teacher's immediate supervisor, and if denied, the teacher may apply directly to the Superintendent or his/her designee when it is necessary to **travel more than 100 AAA miles one way from Kettering** in connection with a funeral covered by this provision.
4. Teachers shall be permitted to use **one (1) day of accumulated sick leave** each school year to attend the **funeral of a person other than those defined in D1 and D2**.

E. **Emergency Leave/Medical Crisis**

Absence chargeable to sick leave, not to exceed **two (2) days per school year** (July 1 - June 30), will be allowed each employee when emergency situations develop which are beyond the control of the employee. Such absence must be approved by the principal or immediate supervisor, and if denied, the employee may apply directly to the Superintendent. Unused emergency leave days are not accumulative from year to year. "Emergency" is defined as a combination of circumstances which calls for an immediate action. "Situation" is defined as a relative combination of circumstances, a critical and unusual state of affairs. This is understood to include a medical crisis of a non-dependent child or relative.

F. **Assault Leave**

The Board may grant assault leave to any teacher who must be absent from assigned duties due to any disability which results from an unprovoked assault causing bodily injury incurred while teaching or engaged in carrying out school-related duties while on or off school property. Injuries incurred from natural or accidental causes are excluded.

The following conditions shall serve to determine eligibility for assault leave:

1. Any teacher who must be absent from assigned duties due to a physical disability which results from reasons stated above shall be paid the full scheduled compensation for a period not to exceed fifty (50) working days per assault. Any teacher who must be absent from assigned duties due to an emotional disability which results from reasons stated above shall be paid the full scheduled compensation for a period not to exceed five (5) working days per assault.
2. The time missed shall not be deducted from the accumulated sick leave of the teacher.

3. The Superintendent shall determine eligibility for assault leave, and such eligibility shall be based upon information which shall include, but not be limited to, the following:
 - a. A statement of the nature of the disabling injury.
 - b. Notice within 24 hours of the date and time of the incident.
 - c. Identification of the individual(s) who caused the disabling injury, if known.
 - d. A full statement of the facts and circumstances related to the event which caused the disabling injury.
 - e. A statement from a certified physician describing the nature of the disabling injury.
 - f. A statement indicating willingness to participate and cooperate with the Board, to the degree possible dependent upon the severity of the disabling injury, if the Board should decide to take legal action against the individual(s) responsible for the disabling injury.
4. The Superintendent's decision is grievable, and the arbitrator's decision is final and binding on the parties.
5. A teacher may not accumulate assault leave.
6. Payment for assault leave shall be at the applicant's current scheduled rate of pay at the time of eligibility or at the rate of pay for which the applicant may become eligible during the course of the leave period. All other benefits are to remain in full force and effect during the full period of the leave.
7. Payment for assault leave shall be discontinued:
 - a. at the expiration of the disability.
 - b. at the expiration of the assault leave benefit.
 - c. at the expiration or suspension of the employment contract.
8. In the event of physical disability in excess of fifteen (15) working days or any emotional disability, the Board shall have the right to require the individual to submit to an examination by a physician of the Board's choice for the purpose of making a determination of the continued eligibility for assault leave benefits. If the decision of the Board's physician is contradictory to that of the applicant's physician, then a third physician shall be employed by the Board to make an examination, and the decision of this third physician shall be binding on both the Board and the applicant as related to the continuation or termination of leave.
9. Falsification of either a signed statement or a physician's certificate is reason for denial of assault leave benefits and other disciplinary actions up to and including termination of employment.

G. **Jury Duty**

1. An employee who is required to serve jury duty and who is not excused from jury duty will receive his/her full daily wage from the Kettering Board Of Education for such service. Upon the completion of the jury duty, the employee will endorse the jury duty paycheck to the Kettering City School District **only if the jury duty payment is greater than \$25.00 per day.** This provision shall apply only when employees are required to be absent from teaching duties as required by their contract.
2. Teachers receiving a written notice for jury duty must present a copy of said notice to their immediate supervisor by the end of the second working day after its receipt.

H. Unpaid Leaves of Absence

1. Upon written request, leaves of absence shall be granted for personal illness or other disability which incapacitates the employee for the performance of duties.
2. Leaves of absence shall be granted for infant care. Leaves of absence may also be granted after three (3) years of service with the Board for professional study.
3. Leaves of absence shall be granted for a period of not more than two (2) consecutive years. Leaves of absence shall be granted for the balance of the current school year subject to approval of a one-year extension depending on the nature and condition of the request for the second year.
4. Subsequent leaves for professional study may be granted after two (2) years of service from the date of return to service from such previous leave. Full or part-time service will be interpreted to be one year of service to qualify for this provision. Leaves for infant care, i.e., care of an employee's child less than one (1) year of age, shall not be subject to the two (2) years of service requirement set forth herein.
5. An employee returning to active service from a leave of absence due to illness or other disabilities may be required to furnish a doctor's certificate to the effect that the employee is able to perform satisfactorily his/her assigned duties.
6. An employee on leave of absence with the Armed Forces of the United States, on resuming duty with the Board, shall be considered to have been uninterruptedly employed.
7. No sick leave may be earned while on an unpaid leave of absence.
8. Salary shall cease upon the effective date of leave. Notwithstanding the Family Leave Act provisions, paid fringe benefits (hospital insurance, dental insurance, term life insurance) shall also cease upon the effective date of leave or, in the case of employees who completed a full school year of work, at the end of August. Also, at the employee's discretion, the employee may choose to use accrued leave to cover some or all or none of the FLMA leave, or the employee may choose to use accrued leave in combination with FMLA leave. During periods of such leaves of absence, including disability leaves of absence, and running concurrently with COBRA rights, employees may continue coverage of fringe benefits by paying premium costs in full to the Treasurer. All coverage shall cease after two years of such leave.
9. Up to five (5) days of an unpaid leave of absence may be granted for the emergency care of the teacher's non-dependent ill child.
10. Written requests, in advance when possible, for unpaid leave for reasons other than those allowed elsewhere in this agreement shall be directed to the Director of Human Resource Services whose judgment shall be final. All employee requests shall be treated in an equitable manner. Employees who take unauthorized leave shall be subject to discipline up to and including termination of employment. A record of any discipline will be kept by the Director of Human Resource Services and shall become a part of the employee's official personnel file. Such record shall be removed from the employee's file after five (5) years provided the offense has not been repeated.

I. **Calamity Days**

1. On any day school is closed due to weather or other public calamity, teachers shall not be required to be on duty.
2. On any day school is closed due to weather or other public calamity and a teacher is absent on a paid leave, such absence for paid leave shall not be charged against the teacher's leave.
3. If school is closed due to weather or other public calamity for a part of a day and a teacher is absent on a paid leave, such absence will be charged to the teacher's leave proportionate to the length of the day school is in session when the teacher is absent.

J. **Professional Leave**

1. Professional leave may be granted for teachers to attend educational meetings, conferences, seminars, clinics or to conduct school visitation. Professional leave may be approved by the Superintendent upon the recommendation of the principal or the immediate supervisor. Requests for such attendance must reach the Superintendent or his/her designee not later than one (1) week prior to the date of departure.
2. The number of attendance days and the amount of reimbursement shall be determined by the Superintendent. Such approval may include all or part of the expenses incurred as a result of such attendance for transportation to and from, for lodging, registration fees, and meals that are included in the registration fees. Reimbursement shall be made upon presentation of an itemized expense account accompanied by receipts.
3. Expenses will not be approved for delegates attending association conventions which are interpreted to be legislative.

K. **Leave to Testify**

1. Teachers who are subpoenaed to testify in court in a matter related to their position as a teacher for the school district shall receive paid leave for all time necessary to testify.
2. Teachers who are subpoenaed to testify in court for cases not related to personal business shall receive paid leave for all time necessary to testify.

L. **Adoption Leave**

Teachers shall be allowed the use of up to 30 paid days of accrued sick leave to arrange and complete a child adoption process. The use of this accrued sick leave is limited to the primary caregiver of the adopted child. The use of the 30 days accrued sick leave includes any days used before the child arrives in the household and any days used after the child arrives in the household to finalize the adoption process.

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ARTICLE XI

SEVERANCE PAY

- A. Employees leaving the employment of the Board shall be eligible for severance pay effective the last day of employment provided the following eligibility requirements are met:
1. Leave employment in good standing.
 2. If retiring under an Ohio public employment retirement system or otherwise having completed ten (10) or more years of active service with the Board.

An employee leaving the employment of the Board and eligible for severance pay may elect, in lieu of severance pay, to transfer all unused sick leave to the next employing Ohio public employer.

- B. Treasury Regulation Section 1.451-2 states that an employee's voluntary election not to receive severance payment until a later time, when the severance payment is available immediately, amounts to "constructive receipt." Such payment would be taxable in the year the employee terminates employment regardless of when he/she elects to receive the payment.

In order to avoid constructive receipt, payment of severance pay will be made in the second paycheck in January of the next calendar year after an employee's last day of employment.

- C. The formula for payment shall be: 25 percent of the accrued sick leave days, up to a maximum 280, not to exceed a total of 70 days severance pay. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the teacher's pay by the total number of days or fractional parts thereof. Payment for sick leave on this basis shall be considered to eliminate all sick leave credits accrued by the employee.

To the extent permissible by federal law and by the federal tax laws, employees may elect, with the assistance of their specific agent and the employees of Kettering City Schools Treasurer's Department, to place a portion of this severance payment in a tax sheltered instrument. It will be the responsibility of the employee to initiate these discussions.

- D. If an employee otherwise eligible for severance pay deceases, severance pay will be made to the employee's estate as though the employee had retired from employment under Paragraph C above.

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ARTICLE XII

REDUCTION IN CERTIFICATED STAFF

A. Suspension

When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, financial necessity, or grade or curriculum reorganization, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with the Ohio Revised Code, Section 3319.17. In making such reduction, the Board shall proceed in the following manner:

1. A list shall be prepared at the beginning of each school year ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment. Then all nontenured teachers in the District shall be ranked by seniority, giving areas of certification and present teaching and building assignment. A copy of this list shall be given to the president of KEA
2. When staff reduction is necessary, the Superintendent shall give a ten (10) calendar day notice of the intent to recommend the suspension of contracts to the Kettering Education Association prior to Board action to reduce staff. The Superintendent's central office staff and the Kettering Education Association shall confer on the reasons for such reductions.
3. Suspension of contracts shall occur to nontenured teachers first in order of continuous seniority in the Kettering City School District.
4. Suspension of contracts shall occur to tenured teachers only after all limited contract teachers in the given teaching field have been suspended. Suspension of tenured teachers shall occur in order of continuous seniority in the Kettering City School District.

B. Recall

1. Teachers whose contracts have been suspended because of staff reductions will be given the right of recall in inverse order of suspension of contracts.
2. The obligation of the Board of Education to recall teachers whose contracts have been suspended because of staff reductions is limited to two and one-half (2 1/2) school years (30 months) after the date of the original suspension. For recall purposes, the date of suspension will be considered as June 30.
3. Replacement rights shall be limited to areas of the teacher's certification on file in the Human Resource Services Office at the time of suspension. Teachers obtaining additional areas of certification after suspension will be placed at the end of the suspension list for the additional areas of certification.
3. Suspended teachers who refuse a position that is equal to or better, in terms of length of contract, than the position held before suspension give up further rights of recall unless the teacher is under contract to teach in another school district that will not release the recalled teacher.

C. **Reducing a Certificated Area**

In the event that it becomes necessary to reduce teachers in an elementary building, a special teaching field (art K-5, physical education K-5, and music K-12), or a secondary teaching field, the procedure will be as follows:

1. **Elementary Building**

- a. The building principal will make grade level reassignments of the staff in the building to remove teachers from grade levels that have reduced sections. In the event that this is necessary, the following conditions must be followed:
 - 1) A thorough explanation must be given to any teacher being removed from a particular grade level. This explanation will be provided by the building principal, and the teacher may request that the explanation be given in writing.
 - 2) Information given to a teacher regarding grade level reassignment must be provided in a conference between the teacher and building principal.
 - 3) When making grade level reassignments, the principal must take into consideration skill levels, experience, and certification.
 - 4) To the extent possible, reassignments should involve collaborative discussions with grade level staff members and building principal.
 - 5) Any teacher receiving a grade level reassignment has access to the Superintendent or his designee to appeal the reassignment process.
 - 6) When there is a need for grade level reduction, teachers volunteering for other open grade level assignments will be considered.
- b. The teacher(s) who have been reassigned, because of reduction in their grade level class sections, to a grade level that is unsatisfactory may choose to leave the building.
- c. Otherwise, the teacher(s) with the least seniority will be reduced from the building.

2. **Special Teaching Field** (Art K-5, Music K-12, Physical Education K-5)

- a. The teacher(s) with the least seniority will be reduced from the special teaching field.

3. **Secondary Teaching Field**

- a. The building principal will reassign staff among certificate areas to remove teachers from reduced certificate areas.
- b. Teacher(s) with the least seniority in the affected certificate areas will be reduced from the building.

4. Consideration for the staffing of supplemental contract positions must be observed throughout the displacement process.
5. Displacement rights shall be limited to areas of the teacher's certification on file in the Human Resource Services Office at the time contracts are issued for the succeeding year.

D. **Reassignment**

1. If another position is available through normal attrition in the same certification area, the displaced teacher shall be placed in that position.
2. If option (1) is not available, then the displaced teacher shall displace the least senior teacher in the system in the displaced teacher's certification areas. The primary placement will be in the teacher's current certificate area.
3. If an assignment opens in the original building or certificate area after placement occurs, the displaced teacher, or teacher returning from leave, will be given consideration to return to his or her original building or certificate area. This provision will not be in effect after the school year begins.
4. In the event of multiple reductions at any one time, the teachers involved shall be placed in new positions in order of greatest system seniority.

E. **System Seniority**

1. The length of continuous service in the system (seniority) shall begin with the date on which the Board took action to hire the employee under a regular teaching contract (not on a supplemental contract). In the event a teacher on a 100 percent contract is unable to fulfill the contract (leave of absence, late hiring date, etc.), one year of seniority is given for 120 or more days of teaching in the contract year; one-half year of seniority is given for 60 to 119 days of teaching in the contract year.
2. Part-day teachers shall accrue seniority prorated on the basis of their part-time service, such that one who is employed to work four (4) hours per day will, in a contract year, earn four-sevenths (4/7) of a year of seniority.
3. Seniority will be awarded from the time substitute experience begins if the substitute was in the position for at least sixty (60) days and was subsequently, without a break in service, given a teaching contract.
4. Leaves of absence shall not constitute an interruption in continuous service; however, the time that the teacher was on leave will not be counted in total years of service in determining seniority rights. Teachers on leaves of absence shall be placed on the seniority list and shall be subject to suspension in accordance with the policy.
5. In the event two or more teachers have equal seniority, the following criteria will be used to break ties:

- a. The employee's first day of work under a regular contract (not on a supplemental contract). If a tie still exists, then;
 - b. The amount of training in the certificate area taught. If a tie still exists, then;
 - c. Additional ties shall be broken by lot.
- 6. Seniority shall be lost when a teacher resigns, retires, or leaves employment with the Board.
 - 7. Employees in positions that do not require teaching certificates cannot accrue seniority for certificated positions.
- F. Nothing contained in this article shall be construed to limit the authority of the Board of Education or the Superintendent or his/her designee to:
- 1. Assign and reassign teachers within their areas of certification or transfer teachers between buildings at any time, including those times prior to a suspension of contracts, as specified in 3319.01 ORC.
 - 2. Exercise the authority to nonrenew limited contracts by 3319.11 ORC or subsequent enabling legislation.
- G. Reduction in force, 2009-10 school year: As determined through the negotiation process, and regardless of District funding or enrollment, no employee represented by the Kettering Education Association will be subject to any form of reduction in force for the 2009-10 school year.

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ARTICLE XIII

ASSIGNMENTS AND TRANSFERS

A. Full-time/Part-Time Status Changes

Teachers desiring to move from a full-time status to a part-time status must make application for a status change. Said requests are to be written and filed with Human Resource Services. A status change request will remain a matter of record during the school year in which the request was made and will be removed from consideration on the first day of school of the next school year.

Teachers formerly full-time in the Kettering City School District and desiring to be returned to full-time status from part-time status must also make application for a status change. Said requests are to be written and filed with Human Resource Services. A status change request will remain a matter of record during the school year in which the request was made and will be removed from consideration on the first day of school of the next school year. Before any new teachers are hired to fill a vacancy, consideration will first be given to honoring the status change request.

In all cases of a status change, teachers must meet the certification requirements of any available position sought and the honoring of a status change request shall not be unreasonably denied. Normally, any status change made will be affected only at the start of a new school year.

A desire to participate in job sharing between two (2) full-time Kettering teachers shall be among the reasons for the teachers involved to seek status changes, and all the teachers involved must make application as set forth herein.

1. Job Sharing:

- a. Application, in the form of a written request, must be in the Human Resource Services office not later than 4:00 pm, April 15 of each school year.
- b. Applications will always pertain to the forthcoming school year beginning in August/September and ending in June.
- c. Teachers requesting job sharing situations will receive their final assignment for the coming school year not later than June 1.
- d. Job sharing assignments will not exceed one (1) school year; however, teachers may request, through the application process, renewal of their job sharing schedule.
- e. Job sharing assignments will be scheduled into open positions.
- f. Requests for job sharing assignments will not be rejected if open positions are available.

- g. In the school year following the conclusion of a job sharing assignment, the teacher who vacated his/her position to assume part-time status will be reassigned to a full-time position in his/her certificate area; the teacher who retained his/her assignment will assume full-time status in the same position that was occupied by the team.
- h. At the conclusion of a job sharing assignment, and in the event that the job sharing assignment was taught in a neutral classroom, the teacher with the most seniority will have the choice to remain in the shared classroom or be reassigned to a full-time position in his or her certificate area.
- i. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.
- j. In general, job sharing participants will have their salary and benefit levels reduced to 50%; however, there may be situations where the percentage split between participants will be something other than 50% each.

B. Voluntary Transfers

Teachers desiring to transfer voluntarily from one school assignment to another must make application for such transfer. Said requests are to be written and filed with Human Resource Services, with a copy given to the principal of the building in which the teacher is serving at the time of the filing of the request for transfer. A transfer request will remain a matter of record during the school year in which the request was made and will be removed from consideration on the first day of school of the next school year. In all cases of transfer, teachers must meet the certification requirements of the vacancy which he/she seeks to fill prior to the date of assuming the new assignment.

Notices of all positions declared to be vacant will be posted in all Kettering City School District buildings.

C. Administration-Initiated Transfers

Teachers receiving an administration-initiated transfer shall be informed in writing of an impending transfer. A teacher notified of such an impending transfer shall be granted a conference with the Superintendent or his/her designee if requested. At such conference, the teacher shall have the reason(s) for such transfer delineated. Such conference shall be on a mutually set date.

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ARTICLE XIV

TEACHER YEAR/DAY

A. The regular teaching year shall consist of 183 work days and will include:

1. One hundred eighty (180) days of instruction, inclusive of no more than two (2) days for parent-teacher conferences. Such full days of parent-teacher conferences may be split into partial days.
2. Three (3) days shall be used for inservice. There shall be one (1) day before the beginning of the student school year and one (1) day at the close of the student school year for inservice, administrative meetings, instructional preparation, record keeping, or other duties related to the instruction of students. The third inservice day and WOE A Day shall be placed annually on the school calendar according to the guidelines presented in Article XIV B.

B. The Association shall have the right to submit to the Superintendent or his/her designee a proposed school calendar by December 1 of any school year prior to the Board's adoption of the annual school calendar. Within fifteen (15) days prior to December 15, the Association shall have the right (1) to meet and confer with the Superintendent or his/her designee to discuss various calendar options and (2) the right to have the Association membership vote on the proposed calendars.

C. The regular teacher instruction day shall consist of seven and one-half (7 1/2) hours for high school teachers, middle school teachers and elementary teachers, inclusive of a thirty (30) minute duty-free lunch period.

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ARTICLE XV

PERSONNEL FILES

A. Upon written request of the teacher, he/she will be permitted to examine his/her personnel file within one (1) business day. The Superintendent or his/her designee may be present when a file is being examined. Teachers shall be entitled to a copy of any materials in their files.

B. No report of a teacher's conduct, service, character, or personality shall be placed in the personnel file unless the teacher has received a copy of such document and an opportunity to review and respond in writing to the material.

C. A teacher has the right to make written response and attachment to any document in the personnel file.

D. No documents shall be placed in a teacher's personnel file that do not identify the person or source of the document.

E. A teacher has the right to have an Association representative present for, or upon written authorization, in place of the teacher, to review the personnel file.

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ARTICLE XVI

ACADEMIC FREEDOM

- A. In order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time, and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas, the professional staff has academic freedom. In exercising this freedom, the professional staff is responsible for exercising judgment in selecting for discussion those relevant issues which are deemed to be of value to the students involved.
- B. It is recognized that the Board is responsible for all teaching conducted in the District and, therefore, has the responsibility, through its administrators, to supervise each teacher with respect to all teaching conducted within the District. In the event differences exist with respect to academic freedom, the teacher and the appropriate administrator shall review the matter. In the event satisfactory resolution of the differences is not reached, the teacher may appeal the matter through Level III of the grievance procedure. The decision at Level III shall be final and binding and not appealable to Level IV, arbitration.

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ARTICLE XVII

TREATMENT OF STAFF

A. PROFESSIONAL STAFF EVALUATION

1. The performance of all teachers shall be evaluated in writing. Such evaluations shall acknowledge strengths as well as deficiencies.
2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. No teacher shall be evaluated on his/her performance until after observation/s have been conducted by the evaluator charged with the responsibility of evaluating that teacher.
4. All formal observations shall be followed within five (5) working days by a meeting between the evaluator and the teacher.
5. The evaluator shall prepare a written report of all formal observations and evaluations.
6. Teachers shall be given a copy of any class visit report, evaluation report, or recorded observations.
7. Should deficiencies be recorded in the classroom performance of a teacher, the teacher shall be provided with specific, reasonable, written recommendations for improvement, together with a definite time schedule for improvement.
8. Evaluations shall not be based on unsubstantiated allegations.
9. The teacher evaluation program entitled Teacher Observation and Evaluation Policy and Procedure Manual is incorporated into this agreement and shall remain in effect until a successor program is negotiated.

B. DISCIPLINE

1. Any employee who is to be disciplined by the Board or the administration shall be given advance notice of same and the right to Association representation in a hearing on the matter.
2. No employee during the term of his/her contract shall be disciplined (reprimanded, suspended without pay, or discharged) without just cause.

C. NON-DISCRIMINATION

The Board, the Association and each employee shall cooperate with and abide by all applicable laws prohibiting discrimination on account of race, sex, creed, nationality, handicap, age or religion. Alleged violations of this provision or any laws that deal with discrimination shall not be grievable per the negotiated grievance procedure. Any person or party alleging such a violation is free to either make use of other Board procedures for dealing with such matters and/or to bring the allegations before state and federal agencies which also deal with such matters.

D. DISTRICT PROBLEM SOLVING COMMITTEE

There shall be a District Problem Solving Committee formed for the purpose of maintaining good communications, ongoing problem solving, and strengthening staff/administrative relations during the life of this agreement. This committee shall have no authority to address grievances or sensitive legal personnel matters. This committee shall be encouraged to solve identified problems in an open and creative atmosphere using a consensus-based format.

1. Membership

- a. The committee shall consist of seven (7) Association members, four (4) Administration members, the OEA representative, and two (2) Board of Education members.
- b. Experts can be temporarily added to the committee for the purpose of giving necessary information.
- c. A minimum of four (4) persons from each group must be present to constitute a quorum.
- d. No visitors will be allowed during committee meetings.

2. Timing and Scheduling

- a. The committee shall meet on the following months: September, October, November, January, February, March, April, and May. Other meetings may be scheduled by mutual agreement. The committee shall meet on the second Monday of the designated months from 4:00 pm – 5:30 pm.
- b. The meeting location will be the Board of Education room in the Board of Education building.

3. Ground Rules

- a. Nothing stated in the meeting or the minutes of same can be used by either party in a grievance hearing or any other legal procedure.
- b. The party submitting an agenda item should provide a brief explanation of the item when it is discussed.
- c. All members of the committee must complete inservice in consensus decision making. Training will be offered on an annual basis for designated committee members. This training will be coordinated by the KEA President and the Director of Human Resource Services.
- d. All decisions made by the committee belong to the whole committee.
- e. The committee meetings shall deal with a previously distributed agenda of items suggested by both the Superintendent and the KEA President.
- f. Facilitation will rotate between the Administration and the staff and will be determined one meeting in advance.
- g. Agenda items and minutes will be distributed to committee members the first Monday of the month. These will be coordinated by the Director of Human Resource Services.
- h. At the May meeting, a summation of all items discussed for the year will be reviewed.
- i. Jointly prepared minutes of each meeting will be distributed by the KEA and Board leadership to their respective groups.

E. **BUILDING PROBLEM SOLVING COMMITTEE (PSC)**

Each school will have a building problem solving committee to advise the building principal, discuss building concerns, and engage in problem solving. The committee makeup will be determined by the building principal and a KEA building-level representative. The makeup of the committee will include the building principal and not fewer than four (4) building teachers nor more than ten (10) building teachers, with at least one (1) committee member an intervention specialist. Periodically, committee members will be provided with problem solving inservice information. The meeting schedule will be determined by the building principal. The Problem Solving Committee shall meet during the following months: September, October, November, January, February, March, April, May, and additional meetings may be scheduled as needed. Minutes of each meeting will be distributed to all faculty and staff members.

F. **BUILDING LEVEL TIME MANAGEMENT**

It will be the work of the Building Problem Solving Committee to schedule available problem solving or inservice time that can be made available from the following situations:

1. Flex, adjust, and use the time before, after, and during the designated proficiency test schedule.
2. Shorten the hours available for scheduled parent-teacher conferences.
3. Adjust, flex, and reschedule the time available before and after student contact time.
4. The plan and schedule of this additional inservice or problem solving time must be given to the District Problem Solving Committee.

G. **TUITION REIMBURSEMENT**

Teachers will be eligible to receive **up to \$400.00 of tuition reimbursement per school year**, defined as September 1 – August 31 **of the previous school year**. All verification for payment, inclusive of receipts and final grade cards or transcripts must be presented to the Director of Human Resource Services **one time between September 1 and September 30**. **Payment will be made not later than December 1**. In order to be included in this tuition reimbursement program, classes or courses must be provided by an accredited college or university, be in an educational or related area, and provide graduate credit.

H. **NATIONAL BOARD TEACHER CERTIFICATION RECOGNITION**

1. After June 1, 2009, teachers who complete and can provide validation of earning National Board Teaching Certification or speech therapists who complete and can provide validation of earning American Speech-Language-hearing Association National Certification (CCC: Certificate of Clinical Competence) shall receive recognition. National Board Teaching Certification and American Speech-Language-Hearing Association National Certification must be completed while teachers and speech therapists are employed by Kettering City Schools. Recipients will receive:
 - a. A one (1) time cash recognition of \$1000.00 funded \$300.00 by the Kettering Education Association and \$700.00 by the Kettering Board of Education.
 - b. The Board of Education will commemorate the event with a resolution and a plaque.

2. After June 1, 2009, school nurses who complete and can provide validation of National Board Certification of School Nurses will receive recognition. National Board Certification of School Nurses must be completed while the nurses are employed by Kettering City Schools. Recipients will receive:
 - a. A one (1) time cash recognition of \$300.00 funded \$90.00 by the Kettering Education Association and \$210.00 by the Kettering Board of Education.
 - b. The Board of Education will commemorate the event with a resolution and a plaque.

I. **CLASS SIZE**

1. Classroom aides will be provided to individual elementary classrooms when student enrollment reaches the following numbers:

K-26	3-27
1-27	4-27
2-27	5-29

- a. Elementary classroom aides will be assigned to qualifying classrooms for three (3) hours per day.
 - b. Elementary classroom aides placement will be reviewed and adjusted as needed at the beginning of each nine (9) weeks.
2. Every attempt will be made to address extremes in class size for secondary schools with the goal being that classes are not to exceed 30.
3. **High School Student Load**
 - a. Student load refers to the total number of students assigned to an individual teacher for instructional classes.
 - b. The maximum student load for teachers shall not exceed 180 students in all departments with the exception of music and physical education, or as in situations outlined in item c.
 - c. In the event that there is some unique or special need to exceed the 180 student maximum, high school administrators and/or counselors must review the situation with the individual teacher and the department chairperson before such a student placement can be made. It is also understood that before any such placement can be made, all other possibilities for student placement must be considered.
 4. Class size reports and high school student load situations will be reviewed by the KEA president and the Director of Human Resources not later than October 15, first semester and February 15 second semester, of each school year. The results of this review will be shared with the District Problem Solving Committee at its next scheduled meeting.

J. PLANNING TIME

1. High school English teachers will teach five (5) academic classes, except for the department chairperson, and isolated cases where it is not practical to assign the fifth academic class. Furthermore, each English teacher will have one (1) planning period per day, and each English teacher will be paired with another teacher to share a supervisory duty resulting in the equivalent of a second planning period for at least half of the school year.
2. At the middle school level, core team teachers (English, math, Science, Social Studies, Special Ed., and Language Arts/Foreign Language) will have no fewer than 40 minutes of individual planning time per day and no fewer than 40 minutes of team planning time per day.

Non-core team middle school teachers will have no fewer than 40 minutes of individual planning time per day. There will be no reductions of current certificated staff members as a result of the implementation of this contract provision.

3. At the elementary level, administrative-initiated meetings during any planning time will be limited to a maximum of 60 minutes per week, not including IAT and IEP meetings. Other planning time will remain unencumbered.
4. Art, physical education, and music instruction in elementary school will be provided by special art, physical education, and music teachers, for a total of three (3) hours per week.

K. PARENT-TEACHER CONFERENCES

1. The schedule for both elementary and secondary parent teacher conferences will be determined by the District Problem Solving Committee or by a committee appointed by the District Problem Solving Committee.

L. EMPLOYMENT OF RETIRED TEACHERS

The Board is authorized to fill any bargaining unit vacancy with a retired teacher subject to the conditions provided below.

The following provisions will apply to the rehire of teachers who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, and 3319.111.

1. For the purposes of salary schedule placement, retired teachers shall be granted up to a maximum of seven (7) years' service credit upon initial employment and placed on step eight (8) of the approved salary schedule. Retired teachers will be credited with all earned training/education for purposes of salary schedule placement.
2. Retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.
3. Retired teachers may be re-employed from year to year under limitations described in paragraph 2 with Board approval, but shall not be eligible for continuing contract status. If re-employed, retired teachers shall advance one (1) year on the salary schedule.
4. Retired teachers will not retain or accrue seniority.

5. Retired teachers shall not be eligible for severance pay upon separation from employment.
6. Retired teachers shall be eligible to participate in the District's hospitalization, dental and life insurance programs offered to bargaining unit members.
7. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
8. Retired teachers shall be KEA members or Fair Share Fee Payers as provided in the Agreement.
9. Retired teachers shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
10. Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of the Negotiated Agreement.

M. PROGRESS BOOK PROGRAM

1. Teachers will not be required to enter lesson plans and/or benchmarks, standards, or indicators covered.
2. Teachers will be expected to update and post to the web marks for all graded assignments at least every two (2) weeks.
3. Posting future assignments is optional.

N. STAFF DEVELOPMENT

Staff development opportunities, although not limited to, will occur once each month – September, October, November, January, February, March, April, and May. On these selected days there will be a 60 minute early dismissal for students, and the teacher work day, for each level – elementary, middle, and high school, will be extended 30 minutes. The scheduled staff development days will be integrated into the school calendar, rotated Monday through Thursday, and not scheduled on Friday. Part of this schedule has been organized so the last day for teachers on the approved annual calendar will be set at 8:30 am – 12:00 noon for all teachers. Early dismissals will be designed to include four (4) inservices and four (4) teacher work times.

O. PAYMENT FOR INSERVICE PRESENTATIONS

Teachers, who are asked and agree to make professional staff development presentations at specified district-wide staff development programs, will be paid \$200.00 per presentation. This amount may be split among presenters who share the development and presentation of the same program. Professional presentations will be monitored by the Director of Elementary Curriculum and Instruction, the Director of Secondary Curriculum and Instruction, and the Director of Student Services. This payment program excludes Curriculum Leaders. K-12 Department Chairpersons may be paid for professional staff development presentations provided it is not part of their regular and reasonable department chairperson duties, and provided it pertains to a unique expertise or knowledge.

Teachers will be informed that they qualify for payment for an inservice presentation before they begin development of the material.

P. **INCLUSION OF SPECIAL NEEDS STUDENTS IN REGULAR EDUCATION CLASSES**

Each building will carry out planning with input from regular education teachers, intervention specialists, and building principals to design and/or modify their building plan for implementing special education services. Also, to help in the communication and smooth implementation of the building plan, a special education teacher will be a member of the Building Problem Solving Committee.

The Director of Student Services and the Supervisor of Special Education will communicate information regarding special education services to all staff members by written memoranda and meetings. Meetings will be open to any teacher who wants to attend.

All regular education and intervention specialist teachers involved in collaborative/co-teaching of special education students will have up to one (1) day of release time per month for planning, as long as VI-B funds are available.

Qualified nurses and/or employed paraprofessionals will continue to provide and conduct necessary medical procedures for students who may have special needs. The Board will also continue to employ substitutes for aides who may be absent.

Nothing in this document supersedes the individual education plans of students.

< < < < < < < < < < **End of Article XVII** > > > > > > > > > >

ARTICLE XVIII

TRAVEL/MILEAGE

A. Travel Time

All employees in the bargaining unit required to perform regular duties in more than one building shall be scheduled travel time in addition to preparation and lunch time and be paid for such travel time.

B. Mileage Reimbursement

Employees who are required or authorized by the administration to use their private automobiles to perform regular teaching duties or other authorized assignments shall receive reimbursement for mileage at the allowable rate in effect on August 1 as established by the Internal Revenue Service.

< < < < < < < < < < < **End of Article XVIII** > > > > > > > >

ARTICLE XIX

HEALTH CALAMITY FUND

A. The purpose of the Kettering Education Association health calamity fund is to provide some financial support to contributors to the fund who have exhausted their accumulated sick leave days and who are experiencing prolonged personal illness or prolonged illness in their immediate families. No employee will be required to contribute to the fund, but to qualify as a contributor an employee must make a minimum annual contribution of ten dollars (\$10). Money provided from the fund may be in the form of grants or loans.

B. **Contributions to the Fund:** Once every school year, no later than January 1, the Board shall match individual contributions of bargaining unit members and non-bargaining unit certificated staff members up to ten dollars (\$10) each, with an annual contribution from the Board of up to five thousand dollars (\$5,000). The contributions and matching funds shall be paid to Kettering Education Association for the health calamity fund, to be maintained in a separate account.

C. **Administration of the Fund:** The fund shall be administered by Kettering Education Association. Kettering Education Association shall establish such rules and regulations for the fund providing the rules and regulations do not conflict with terms of this Negotiated Agreement.

D. **Accountability Regarding the Fund:** At least once each year, prior to August 31, the Kettering Education Association shall deliver to the Board a written report accounting for the size of the fund; the number of contributors; the amounts of individual contributions; the names of contributors who were provided grants or loans from the fund; the amounts of the individual grants and loans; and the current rules and regulations pertaining to the fund.

E. **Termination of the Fund:** At any time, Kettering Education Association may elect to terminate the fund. Should Kettering Education Association elect to terminate the fund, it shall so inform the Board and the amount of money then in the fund, if any, shall be returned to the respective parties.

< < < < < < < < < < < **End of Article XIX** > > > > > > > >

ARTICLE XX

NO STRIKE/LOCKOUT

- A. It is agreed that, during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the Association.
- B. The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.

< < < < < < < < < < **End of Article XX** > > > > > > > > >

ARTICLE XXI

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

At any time during the negotiations for a successor agreement, but not sooner than forty-five (45) days prior to the expiration of this agreement or any extension thereof, either party may declare impasse by giving notice to the other party that a negotiating impasse exists.

- a. In such a case, the parties shall utilize the services of a mediator assigned by the FMCS. The parties agree to share jointly in the incidental cost of mediation, if any.
- b. Mediation shall be the sole alternative dispute resolution procedure.
- c. Ultimate impasse may be declared by either party by giving written notice to the other party and the mediator provided the parties have used mediation at least once and provided the negotiation period is over. Unless otherwise agreed to, the negotiation period will be sixty (60) days after the service of SERB's Notice to Negotiate by the party initiating the collective bargaining process.
- d. The first mediation session shall be set by the mediator. Thereafter, mediation sessions, if any, shall be by mutual agreement of the parties to meet at times, places and dates suggested by the mediator.
- e. Once ultimate impasse is declared, either party shall be permitted to take such actions as R.C. Chapter 4117 permits and under such provisions as are set forth therein. Such action shall include the Association's right to strike and/or the Board's right to unilaterally implement and/or both parties' right to continue negotiations.

< < < < < < < < < < **End of Article XXI** > > > > > > > > >

ARTICLE XXII

DURATION & AGREEMENT

AGREEMENT

Between

KETTERING BOARD OF EDUCATION

And

KETTERING EDUCATION ASSOCIATION

Effective May 3, 2011 through May 2, 2014

The Kettering City School District (District) and the Kettering Education Association (Association) agree to enter into a new Collective Bargaining Agreement effective May 3, 2011 through May 2, 2014 as follows:

The provisions are specific to the items listed below. All other current contract language and Memoranda of Understanding remain unchanged and in full force and effect.

1. Salary

The base salary for the 2011-12, 2012-13 and 2013-14 school years shall remain \$35,484. There will be no step movement for the 2011-12 and 2012-13 school years. Beginning with the 2013-14 school year, steps will be re-instated and will resume from the step that was achieved in 2010-11. Movement across the salary schedule for educational advancement will continue for the duration of the agreement.

2. STRS Contributions

If the amount of teacher contribution to the STRS is increased due to legislation that shifts the amount of the Board contribution from the Board to the employee, the Board will contribute the following amounts on behalf of bargaining unit members:

2011-12	100% of the additional amount up to a maximum of 2.0%
2012-13	75% of the additional amount up to a maximum of 1.5%
2013-14	50% of the additional amount up to a maximum of 1.0%

Following the 2013-14 school year, the Board will no longer contribute any amount of the bargaining unit member's share of STRS contributions on their behalf.

3. Health Insurance

Beginning January 1, 2012, bargaining unit members will contribute 15% of all health and dental insurance premium costs.

5. High School Student Load

The maximum student load for high school teachers shall not exceed 180 students in all departments with the exception of music and physical education or as in situations outlined in item c.

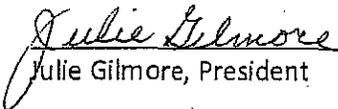
c. In the event that there is some unique or special need to exceed the 180 student maximum, high school administrators and/or counselors must review the situation with the individual teacher and the department chairperson before such a student placement can be made. It is understood that before any such placement can be made, all other possibilities for student placement must be considered.

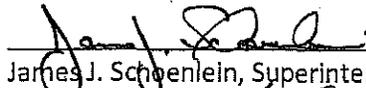
7. Successor Agreement

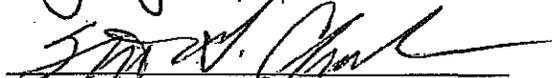
The parties agree that the negotiations for a successor agreement shall commence in early 2014 in accordance with the negotiation procedure contained in the collective bargaining agreement. Either party may give written notice of intention to terminate or intent to negotiate a successor to the Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of May 2, 2014.

Upon ratification by the Association and approval by the District of the terms of this agreement, the current collective bargaining agreement shall be so modified and a new Agreement will be in full force and effect.

In agreement and witness to all of the above, the District and Association respective agents place and date their signatures.


Julie Gilmore, President


James J. Schoenlein, Superintendent


Steve Clark, Treasurer


Melissa Gallagher, KEA President

KETTERING CITY SCHOOL DISTRICT

Teachers' Salary Schedule (183 Days)

SALARY SCHEDULE

Effective August 1, 2011 through July 31, 2014

ADDENDUM A-1

YRS of EXP	CLASS STEP	III Bachelor's Degree	IV Bachelor's + 18 Sem.Hrs./1	V Bachelor's + 35 Sem.Hrs./1	VI Master's Degree	VII Master's + 18 Sem.Hrs./2	VIII Master's + 36 Sem.Hrs./2	IX Master's + 54 Sem.Hrs./2	X Doctorate/2
0	1	\$35,484	\$37,259	\$39,033	\$40,807	\$42,936	\$45,065	\$47,194	\$49,323
1	2	37,259	\$39,033	40,807	42,936	45,065	47,194	49,323	51,452
2	3	39,033	\$40,807	42,936	45,065	47,194	49,323	51,452	53,581
3	4	40,807	\$42,936	45,065	47,194	49,323	51,452	53,581	55,710
4	5	42,936	\$45,065	47,194	49,323	51,452	53,581	55,710	57,839
5	6	45,065	\$47,194	49,323	51,452	53,581	55,710	57,839	59,968
6	7	47,194	\$49,323	51,452	53,581	55,710	57,839	59,968	62,097
7	8	49,323	\$51,452	53,581	55,710	57,839	59,968	62,097	64,227
8	9	51,452	\$53,581	55,710	57,839	59,968	62,097	64,227	66,355
9	10	53,581	\$55,710	57,839	59,968	62,097	64,227	66,355	68,485
10	11	55,710	\$57,839	59,968	62,097	64,227	66,355	68,485	70,968
11	12	57,839	\$59,968	62,097	64,227	66,355	68,485	70,968	73,452
12	13	59,968	\$62,097	64,227	66,355	68,485	70,968	73,452	75,936
13	14	62,097	\$64,227	66,355	68,485	70,968	73,452	75,936	78,420
14	15	62,097	\$66,356	68,485	70,968	73,452	75,936	78,420	80,904
18	19	64,227	\$68,485	70,968	73,452	75,936	78,420	80,904	83,388
22	23	66,356	\$70,968	73,452	75,936	78,420	80,904	83,388	85,872
25	26	68,485	\$73,452	75,936	78,420	80,904	83,388	85,872	88,355
27	28	70,968	\$75,936	78,420	80,904	83,388	85,872	88,355	90,839

The base salary for the 2011-12, 2012-13 and 2013-14 school years shall remain \$35,484. There will be no step movement for the 2011-12 and 2012-13 school years. Beginning with the 2013-14 school year, steps will be re-instated and will resume from the step that was achieved in 2010-11. Movement across the salary schedule for educational advancement will continue for the duration of the agreement.

In accord with the KEA/Board Contract, initial placement on the salary schedule will be determined by the number of years of credit given to the teacher when entering the Kettering City School District.

* The maximum beginning salary for teachers who enter the Kettering City School District for the first time.

/1 All additional hours must be obtained in educational areas after receipt of a Bachelor's Degree.

/2 All additional hours must be graduate hours in educational areas after receipt of a Master's Degree.

(Two (2) semester hours equal three (3) quarter hours.)

NOTE: All transcripts are to be on file in the Human Resource Services Office. Transcripts of credit hours which will afford an increase in salary at the beginning of the school year must be on file in the Human Resource Services Office by **September 10.**

Transcripts of credit hours which will afford an increase in salary mid-year must be on file in the Human Resource Services Office by **February 1.**

KETTERING CITY SCHOOL DISTRICT

ADDENDUM B

SALARY INDEX

CLASS	III	IV	V	VI	VII	VIII	IX	X
	Bachelor's	Bachelor's +	Bachelor's +	Master's	Master's +	Master's +	Master's +	
STEP	Degree	18 Sem. Hrs./1	35 Sem. Hrs./1	Degree	18 Sem. Hrs./2	36 Sem. Hrs./2	54 Sem. Hrs./2	Doctorate/2
1	1.00	1.05	1.10	1.15	1.21	1.27	1.33	1.39
2	1.05	1.10	1.15	1.21	1.27	1.33	1.39	1.45
3	1.10	1.15	1.21	1.27	1.33	1.39	1.45	1.51
4	1.15	1.21	1.27	1.33	1.39	1.45	1.51	1.57
5	1.21	1.27	1.33	1.39	1.45	1.51	1.57	1.63
6	1.27	1.33	1.39	1.45	1.51	1.57	1.63	1.69
7	1.33	1.39	1.45	1.51	1.57	1.63	1.69	1.75
8	1.39	1.45	1.51	1.57	1.63	1.69	1.75	1.81
9	1.45	1.51	1.57	1.63	1.69	1.75	1.81	1.87
10	1.51	1.57	1.63	1.69	1.75	1.81	1.87	1.93
11	1.57	1.63	1.69	1.75	1.81	1.87	1.93	2.00
12	1.63	1.69	1.75	1.81	1.87	1.93	2.00	2.07
13	1.69	1.75	1.81	1.87	1.93	2.00	2.07	2.14
14	1.75	1.81	1.87	1.93	2.00	2.07	2.14	2.21
15	1.75	1.87	1.93	2.00	2.07	2.14	2.21	2.28
19	1.81	1.93	2.00	2.07	2.14	2.21	2.28	2.35
23	1.87	2.00	2.07	2.14	2.21	2.28	2.35	2.42
26	1.93	2.07	2.14	2.21	2.28	2.35	2.42	2.49
28	2.00	2.14	2.21	2.28	2.35	2.42	2.49	2.56

KETTERING CITY SCHOOL DISTRICT

ADDENDUM C

SUPPLEMENTAL SALARY SCHEDULE

(Effective 8-1-11 – 7-31-14)

Basis: Class VI, M.A., Step 15, \$ 70,968

Percentage or Hourly-Daily Rate

GENERAL

DISTRICT:

Art Coordinator, K-12	\$ 3,045		.0429
Career Technology Coordinator	3,045		.0429
Local Professional Development Committee (4)	731		.0103
Media Coordinator, K-12	3,045		.0429
Music Coordinator, K-12	3,045		.0429
Mentor - Experienced Teachers	419		.0059
Mentor - Entry-Year Teachers	980		.0138
Mentor Coordinator, K-12	3,045		.0429
Health & Physical Education Coordinator, K-12	3,045		.0429
Special Olympics Coach (L)	2,484		.0350
Virtual School Point of Contact	3,045		.0429
Summer School Teacher			
or Supervisor of Secondary Summer School (hourly rate)	\$ 35.48		.0010/hr. Class III, Step 1

SPECIFIC SUPPLEMENTAL CONTRACT INFORMATION:

Compensation for special supplemental contract positions shall be set by the Board except that such compensation shall never be less than the previous compensation paid a unit member when that unit member held the position in question the immediately preceding year.

The special/general contracts are:

Detention Monitor, effective 8-1-92	\$ 19.35/hr.*	\$ 16.46/hr.**	
Extra Work Compensation		20.00/hr.	
High School Site Manager (3 hr. minimum)		19.75/hr.	
Morning Bus Supervisor		10.97/day	
Saturday School Teacher/OGT Tutor		19.31/hr.	
Saturday School Supervisor or Substitute, eff. 8-1-92	28.77/hr.*	20.44/hr.**	
Saturday School Teacher Monitor or Substitute, eff. 8-1-92	20.54/hr.*	17.04/hr.**	
Senior Independent Study Coordinator	23.95/hr. (B) or 25.25/hr. (M)		
Technical Stage Director (3 hr. minimum)		19.75/hr.	

*Amount for employees in continuous service prior to 1995-96 school year.

**Board amount effective July 1, 2004

HIGH SCHOOL

HIGH SCHOOL CHAIRPERSONS:

Business Education Chairperson, 6-12	\$ 3,045		.0429
English Chairperson, 9-12	3,045		.0429
Family & Consumer Science Chairperson, 6-12	3,045		.0429
Family & Consumer Science, Supply Procurement (per semester cooking class)	164		.0023
Foreign Language Chairperson, 6-12	3,045		.0429
Guidance Department Chairperson	4,791		.0675
Math Chairperson, 9-12	3,045		.0429
Science Chairperson, 9-12	3,045		.0429
Social Studies Chairperson, 9-12	3,045		.0429
Special Education Chairperson, 9-12	3,045		.0429
Testing Coordinator	4,436		.0625

HIGH SCHOOL MUSIC:

Auxiliary Corps Advisor	\$ 3,343		.0471
Assistant Auxiliary Corps Advisor	2,087		.0294
Chorus Director	3,755		.0529
Assistant Choral Director	866		.0122
Choral Accompanist	3,343		.0471
Head Marching and Concert Band Director	6,891		.0971
Assistant Marching and Concert Band Director	5,117		.0721
Assistant Marching Band Director	3,343		.0471
Assistant Concert Band Director	866		.0122
Jazz Band Director	3,755		.0529
Orchestra Director	3,343		.0471
Assistant Orchestra Director (2 Positions)	866		.0122
Pep Band Director	838		.0118
Show Choir Director	3,755		.0529

HIGH SCHOOL ACTIVITIES:

Activities Coordinator	\$ 4,330		.0610
After-School Tutoring Advisor	682		.0096
American Field Service Advisor	682		.0096
Art Club Advisor	682		.0096
Chess Coach	1,044		.0147
Children's Play Director	682		.0096
Computer Club Advisor	682		.0096
Creativity, Action, Service Coordinator (CAS)	682		.0096
Debate Coach	2,087		.0294
DECA Advisor	682		.0096
Earth Corps Advisor	682		.0096
Extended Essay Coordinator	682		.0096
Fall Play Director	1,462		.0206
Firebird Camp Mentor	980		.0138
****Flexible High School Supplemental Contracts (6 contracts)	682		.0096
Float Building Advisor	625		.0088
French Club Advisor	682		.0096
Freshman Class Council Advisor	980		.0138
Future Business Leaders of America Advisor	682		.0096
Future Problem Solvers Advisor	682		.0096
German Club Advisor	682		.0096
Global Connections Advisor	682		.0096
High School Facilities Coordinator	11,000		N/A
History Club Advisor	682		.0096
Junior Class Council Advisor	980		.0138
Junior Classical League Advisor	682		.0096
Literary Magazine Advisor	682		.0096
Math Club Advisor	682		.0096
Math Retreat Director	731		.0103
Muse Machine I Coordinator	1,668		.0235
Muse Machine II Coordinator	1,668		.0235
Muse Machine Option	2,023		.0285
National Forensic League Advisor	682		.0096
National Honor Society Advisor	1,250		.0176
Photography Club Advisor	682		.0096
Prom Advisor	291		.0041
Radio Club Advisor	682		.0096
Radio Station Manager	4,173		.0588
Radio Station Manager (summer)	3,343		.0471
S.A.D.D. Advisor	682		.0096
School Newspaper Advisor	866		.0122
Science Club Advisor	682		.0096
Science Olympiad Coordinator	1,462		.0206
Science Olympiad II	980		.0138

HIGH SCHOOL ACTIVITIES - continued:

Senior Class Council Advisor	\$ 980		.0138
Ski Club Advisor	682		.0096
Sophomore Class Council Advisor	980		.0138
Spanish Club Advisor	682		.0096
Speech and Debate Director	4,173		.0588
Speech Coach (2 positions)	2,087		.0294
Stage Properties Coordinator	4,173		.0588
Video Club Advisor	682		.0096
Winter Play Director	1,462		.0206
Yearbook Advisor	866		.0122

HIGH SCHOOL ATHLETICS:

GENERAL:

Athletic Director Assistant (2 positions)	\$ 6,388		.0900
Intramurals Coach (L) (2 positions, 1 girls, 1 boys)	2,484		.0350

FALL:

Head Trainer (fall) (L)	\$ 5,394		.0760
Assistant Trainer (fall) (2 positions)	2,839		.0400
Cheerleader Advisor (fall) (L)	4,471		.0630
Head Cross Country (L)	4,471		.0630
Assistant Cross Country (2 positions)	3,052		.0430
Head Field Hockey (L)	4,330		.0610
Assistant Field Hockey	2,981		.0420
Head Football (L)	7,807		.1100
Assistant Football (8 positions)	5,394		.0760
Head Golf (boys) (L)	3,762		.0530
Assistant Golf (boys)	2,555		.0360
Head Golf (girls) (L)	3,762		.0530
Assistant Golf (girls)	2,555		.0360
Head Soccer (girls) (L)	4,826		.0680
Assistant Soccer (girls) (2 positions)	3,336		.0470
Head Soccer (boys) (L)	4,826		.0680
Assistant Soccer (boys) (2 positions)	3,336		.0470
Strength Coach (fall) (L)	1,562		.0220
Head Tennis (girls) (L)	3,123		.0440
Assistant Tennis (girls)	2,130		.0300
Head Volleyball (girls) (L)	3,833		.0540
Assistant Volleyball (girls) (2 positions)	2,626		.0370

WINTER:

Head Trainer (winter) (L)	\$ 4,330		.0610
Assistant Trainer (winter)	2,413		.0340
Head Basketball (boys) (L)	6,317		.0890
Assistant Basketball (boys) (5 positions)	4,330		.0610
Head Basketball (girls) (L)	6,317		.0890
Assistant Basketball (girls) (4 positions)	4,330		.0610
Head Bowling Coach (L)	3,123		.0440
Assistant Bowling Coach	2,130		.0300
Cheerleader Advisor (winter) (L)	3,194		.0450
Strength Coach (winter) (L)	2,201		.0310
Head Swimming (L)	4,401		.0620
Assistant Swimming (3 positions)	2,484		.0350
Head Wrestling (L)	5,110		.0720
Assistant Wrestling (3 positions)	3,549		.0500

HIGH SCHOOL ATHLETICS - continued:**SPRING:**

Head Trainer (spring) (L)	\$ 3,620		.0510
Assistant Trainer (spring)	2,059		.0290
Head Baseball (L)	4,471		.0630
Assistant Baseball (3 positions)	3,052		.0430
Head Softball (L)	4,471		.0630
Assistant Softball (3 positions)	3,052		.0430
Strength Coach (spring) (L)	1,704		.0240
Head Tennis (boys) (L)	3,123		.0440
Assistant Tennis (boys)	2,130		.0300
Head Track (boys) (L)	5,252		.0740
Assistant Track (boys) (3 positions)	3,620		.0510
Head Track (girls) (L)	5,252		.0740
Assistant Track (girls) (3 positions)	3,620		.0510
Head Volleyball (boys) (L)	3,833		.0540
Assistant Volleyball (boys) (2 positions)	2,626		.0370
Strength Coach (summer) (L) (2 positions)	1,562		.0220

MIDDLE SCHOOLS

MIDDLE SCHOOL CHAIRPERSONS: (1 per school)

English Chairperson	\$ 3,045		.0429
Math Chairperson	3,045		.0429
Social Studies Chairperson	3,045		.0429
Science Chairperson	3,045		.0429

MIDDLE SCHOOL ACTIVITIES/SCHOOL:

Choral Accompanist	\$ 866		.0122
****Flexible Middle School Supplemental Contracts (8/school)	419		.0059
Muse Machine Advisor (KMS - 2 positions & VB - 1 position)	682		.0096
Power of the Pen Advisor (2 positions per school)	526		.0074
Student Council Advisor	980		.0138
Variety Show Director	526		.0074

MIDDLE SCHOOL ATHLETICS/SCHOOL:

GENERAL:

Athletic Director (L)	\$ 4,968		.0700
Cheerleader Advisor (L)	3,123		.0440
Intramurals Coach (L) (2 positions - 1 boys, 1 girls)	1,988		.0280
Site Manager	\$ 37.50 per date		
Trainer (L)	3,833		.0540

FALL:

Head Cross Country (L)	\$ 2,271		.0320
Assistant Cross Country	1,491		.0210
Head Field Hockey (L)	2,130		.0300
Assistant Field Hockey	1,491		.0210
Head Football 8 (L) - 1 position for District	3,393		.0478
Assistant Football 8 - 3 positions for District	2,591		.0365
Head Football 7 (L) - 1 position for District	3,393		.0478
Assistant Football 7 - 3 positions for District	2,591		.0365
Head Volleyball 8 (L)	2,271		.0320
Head Volleyball 7 (L)	2,271		.0320

WINTER:

Head Basketball 8 (boys) (L)	\$ 3,265		.0460
Head Basketball 7 (boys) (L)	3,265		.0460
Head Basketball 8 (girls) (L)	3,265		.0460
Head Basketball 7 (girls) (L)	3,265		.0460
Head Wrestling 8 (L)	3,478		.0490
Head Wrestling 7 (L)	3,478		.0490

SPRING:

Head Baseball 7-8 (L)	\$ 2,839		.0400
Head Softball 7-8 (L)	2,839		.0400
Head Track 7-8 (boys) (L)	3,620		.0510
Assistant Track 7-8 (boys)	2,484		.0350
Head Track 7-8 (girls) (L)	3,620		.0510
Assistant Track 7-8 (girls)	2,484		.0350

ELEMENTARY SCHOOLS

ELEMENTARY SCHOOL CHAIRPERSONS: (1 per school)

Chairperson (Generalist)	\$ 3,045		.0429
Chairperson (Technology)	3,045		.0429
Elementary Technology Leader (Elem. Schools with 375+ students)	1,500		N/A

ELEMENTARY SCHOOL ACTIVITIES/SCHOOL:

Computer Club Advisor	\$ 419		.0059
****Flexible Elem. School Supplemental Contracts (4/school)	419		.0059
Intramurals Director (L)	2,080		.0293
Power of the Pen Advisor	526		.0074
Safety Patrol Advisor	838		.0118

******FLEXIBLE SUPPLEMENTAL CONTRACTS:**

Each building will have access to additional Flexible Supplemental Contracts. These contracts are for student activities (clubs) not athletics. Each building Problem Solving Committee will determine the assignment of Flexible Supplemental Contracts, and they will report to the District Problem Solving Committee at its scheduled October meeting.

ADDENDUM D

ATHLETIC SUPPLEMENTAL LONGEVITY INCREMENTS

Percentages which are completed with an "L" indicate those positions for which the person filling the supplemental contract may be eligible for additional salary, based upon accumulated years of experience. Longevity increments will be awarded to head coaches, head trainers, intramurals coaches, cheerleader advisors, and middle school faculty athletic coordinators under the following conditions:

1.	<u>YEARS OF EXPERIENCE</u>	<u>LONGEVITY INCREMENTAL FORMULA</u>
	0 - 4	Base Supplemental Salary X 1.00
	5 - 9	Base Supplemental Salary X 1.05
	10 - 14	Base Supplemental Salary X 1.10
	15 - 19	Base Supplemental Salary X 1.15
	20 and more	Base Supplemental Salary X 1.20

2. Years of experience to be applied to the longevity incremental formula are accumulated in the following manner:

- A. One (1) year of high school coaching experience equals one (1) year of experience;
- B. One (1) year of middle school head coaching experience or one (1) year of assistant coaching at the high school or middle school level equals one-half (1/2) year of experience;
- C. All experience must be in the same sport;
- D. All experience must be in the Kettering City school system.

< < < < < < < < < < < **End of Addendum D** > > > > > > > > > >

ADDENDUM E

KETTERING CITY SCHOOL DISTRICT FORMAL GRIEVANCE REPORT FORM

No report, written or otherwise, required in Level One.

Complete in Triplicate: 1 copy to the grievant; 1 copy to the administration; and 1 copy to the Association

Name of Grievant	School	Assignment	Date Filed
------------------	--------	------------	------------

LEVEL TWO - FORMAL

A. Date Grievance Occurred: _____

B. Statement of Grievance: _____

C. Corrective Action Desired: _____

Signature of Grievant and Date

D. Date submitted to Administrator _____ E. Date of Conference _____

F. Disposition by Administrator _____

Signature of Administrator and Date

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< < < < < < < < < < < **End of Negotiated Agreement** > > > > > >> > >

Certificate of Available Resources

(to be attached to any appropriation measure, contracts for benefits, construction contract, increase in any wage or salary schedule*)

Attached to: Kettering Education Association Contract
Effective May 4, 2011 - May 3, 2014

Date of Board Approval May 3, 2011

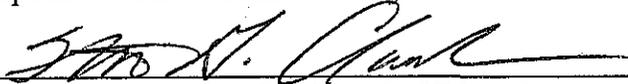
The undersigned Treasurer of the Board of Education of the Kettering City School District, Kettering, Montgomery County, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2011 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

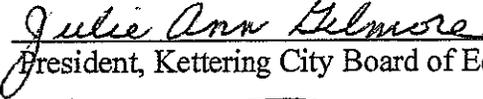
The undersigned Treasurer and President of the Board of Education of the Kettering City School District, Kettering, Montgomery County, Ohio, and the Superintendent of Schools of the Kettering City School District, Kettering, Ohio hereby certify that the District has in effect for the term of the attached contract the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimate revenue from all other sources available to the Kettering City School District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the Kettering City School District to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction held or scheduled for the current fiscal year.

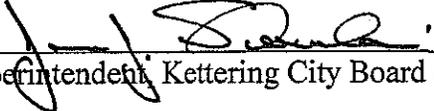
Note: An appropriation measure covers only the fiscal year in which the appropriation is effective.

This certification is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: May 3, 2011


Treasurer, Kettering City Board of Education


President, Kettering City Board of Education


Superintendent, Kettering City Board of Education

*Personal employment contracts are excluded.

Administrator

Date

Cc: Board President
Superintendent

Certification is not required for temporary appropriation measures.

Tax Levies: The certification of an **appropriation measure** *may not* anticipate the renewal or replacement of an existing property tax levy nor the approval to extend an existing income tax levy beyond its current expiration. The certification of an **appropriation measure** *may not* include the proceeds from borrowing under Section 133.10 ORC.

All other certification *may anticipate* the renewal or replacement of existing property tax levies and the approval to extend an existing income tax levy beyond its current expiration.

The most current five-year projection should be attached to negotiated agreements. A dated file of five-year projections should be maintained for reference to the date of the certification.

Guidelines for Estimating Revenue:

Property Taxes: Current year revenues may be based on assessed values and effective rates. Future years' revenue may be based on historical patterns including, but not limited to, re-appraisal, update, unusual growth or declines in valuation, collection rates and refunds.

Income Taxes: May be based on estimates provided by the Department of Education.

State Aid: May be based on the most current annual estimate of the state funding and historical patterns and modification may be made based on changes in average daily membership, valuation, and other factors that may result in significant adjustments to funding levels. These other factors include, but are not limited to, equity funding or other similar programs for which the school district can reasonably assume continued funding.

Property Tax Allocation: Calculate the average percent of property tax allocation receipts to property tax receipts over the prior three fiscal years. For each year of the certification, multiply estimated property tax receipts by the average percentage of property tax allocation receipts to calculate the estimate.

State and Federal Grants: Estimates *may* include the continuation of existing programs that are reasonably expected to continue. Estimates *may not* include new programs that have not been approved by the granting authority.

District May Include: (1) Anticipated proceeds from the issuance of debt as estimated revenue for the purpose of certification. (2) Estimated proceeds from borrowing under Section 133.301 ORC at the percentage authorized (Spending Reserve Borrowing).

District May Not Include: (1) Advancements made under section 3316.2 of the revised code as a revenue source until the advancement has been approved by the Superintendent of Public Instruction. (2) Proceeds from borrowing under Section 133.10 ORC for current year appropriation measure (TANS, CRANS).

Anyone knowingly executing an obligation contrary to this Section, anyone knowingly expending or authorizing the expenditure of public funds contrary to this Section, and anyone knowingly authorizing or making payment of public funds on a void obligation, is liable for the full amount paid on the obligation, up to \$20,000.00. Anyone who knowingly issues a certification which contains any false information is liable for the full amount of public funds paid to the related obligation up to \$20,000.00.

KETTERING SCHOOL DISTRICT

TEACHER

OBSERVATION AND EVALUATION

POLICY

AND

PROCEDURE

MANUAL

Revised August, 2009

**OBSERVATION AND EVALUATION
POLICY AND PROCEDURE MANUAL**

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I. PURPOSE

- A. Evaluation should be a cooperative and continuous process undertaken to improve the quality of instruction and to facilitate professional growth of the individual. This evaluation program should consist of two related parts:
1. A general evaluation which is concerned with the validation of evaluatee's effectiveness in professional growth and performance.
 2. A general evaluation which may focus on specific areas for improvement.
- B. The evaluation system is based upon a philosophy which encompasses the following points:
1. A school district has a responsibility to students, staff, and community to develop and put into operation a continuous program of evaluation of all staff personnel.
 2. The primary purposes of a personnel evaluation system are to improve instruction and facilitate the professional growth of individuals.
 3. Improvement of job performance is achieved through deliberate and purposeful effort.
 4. Evaluation is a cooperative process between the evaluatee and evaluator in which both parties share the responsibility for achieving the desired results.
 5. The evaluation process should provide opportunities for the evaluatee to meet periodically with the evaluator in conferencing sessions.
 6. If necessary, the evaluatee should be provided definite and positive assistance in correcting professional difficulties.
 7. The evaluation record should be available for the evaluatee's review, and the evaluatee should be provided the opportunity to respond, in writing, to the evaluator's summary conclusion and final evaluation.
 8. The overall effectiveness of the observation evaluation system is defined by the amount and depth of conversation and professional dialogue between evaluator and evaluatee.

II. INSTRUCTIONAL AND PERFORMANCE EXPECTATIONS

(Based on Praxis III Domains)

These instructional and performance expectations are patterned after the domains and components of the Praxis III Entry-Year Assessment Program. All Kettering teachers have the responsibility for providing effective classroom instruction, and these components serve as a guide for quality performance.

Domain A - Organizing Content Knowledge for Student Learning

- Demonstrate understanding of students' background, knowledge, and experience
- Articulate clear learning goals
- Demonstrate understanding of content connections – past, present, future
- Select methods and activities that are age appropriate and aligned with grade
- Select evaluation and assessment that are age appropriate and aligned with grade

Domain B - Creating an Environment for Student Learning

- Create a climate that promotes fairness
- Establish and maintain rapport with students
- Communicate challenging learning expectations to each student
- Establish and maintain consistent standard of classroom behavior
- Develop a safe physical environment conducive to learning

Domain C - Teaching for Student Learning

- Present learning goals and instructions clearly
- Present content to students in a comprehensible manner
- Encourage students to extend their thinking
- Monitor student learning and provide feedback and adjustments
- Use instructional time effectively

Domain D - Teacher Professionalism

- Reflect on attainment of learning goals
- Demonstrate a sense of efficacy
- Build professional relationship for instructional support
- Communicate with parents or guardians

III. OBSERVATION/EVALUATION CYCLES

Annual Cycle

- A. All teachers, will have exposure to at least one of the following observation/evaluation options each year:
 - 1. Option #1, Unannounced drop in 30 minute classroom observation.
 - 2. Option #2, Announced clinical 30 minute classroom observation.
 - 3. Option #3, Individual professional development plan.
- B. Teacher may choose to either participate in administrator observations or an individual professional development plan.
- C. Regardless of teacher's chosen option, building administrators, at their discretion, can elect to perform informal observations and/or increase the number of observations/evaluations per year.
- D. In addition to the above described observation options, building administrators may elect to write mid-year evaluation memorandum and/or end-of-year evaluation memorandum on an as-needed basis.

Intensive Cycle

- A. Any teacher working on a limited contract and who is marked as having unsatisfactory progress by the building administrator October 1, November 1, or December 1 will be placed on an intensive observation/evaluation cycle.
- B. Any teacher working on a continuing contract and who is deemed as needing improvement through the annual observation/evaluation cycle may be placed on an intensive cycle of observation/evaluation by their building administrator.
- C. The intensive cycle consists of the following:
 - 1. Two (2) 30 minute classroom observations and a mid-year evaluation memorandum completed by January 15.
 - 2. A written copy of the mid-year evaluation given to the teacher not later than January 25.
 - 3. Two (2) 30 minute classroom observations and an end-of-year evaluation memorandum completed between February 10 and April 1.
 - 4. A written copy of the end-of-year evaluation given to the teacher not later than April 10.

IV. TYPES OF OBSERVATION

A. Unannounced Drop-In, 30-minute observation

1. Teacher/evaluatee will receive copies of all written materials.
2. Teacher/evaluatee will receive a written post-observation report and post-observation conference within 5 working days of the observation.
3. The evaluator and the evaluatee will sign the post-observation report.
4. The post observation report will include:
 - a. Lesson reconstruction, noting objectives.
 - b. Commendations.
 - c. Specific areas of needed improvement.
 - d. Specific recommendations for each area of needed improvement complete with detailed resources and time lines.
 - e. Overall impression.

B. Announced Clinical, 30-minute observation

1. Teacher/evaluatee will receive copies of all written materials.
2. Teacher/evaluatee will receive a written post-observation report and post-observation conference within 5 working days of the observation.
3. The evaluator and evaluatee will sign the post-observation report.
4. Clinical observations will include:
 - a. Pre-observation conference.
 - b. Observation.
 - c. Analysis and strategy.
 - d. Post-observation conference.
 - e. Post-observation analysis and record.
 - (1) Lesson reconstruction, noting objectives.
 - (2) Commendations.
 - (3) Specific areas of needed improvement.
 - (4) Specific recommendations for each area of needed improvement complete with detailed resources and time lines.
 - (5) Overall impression.

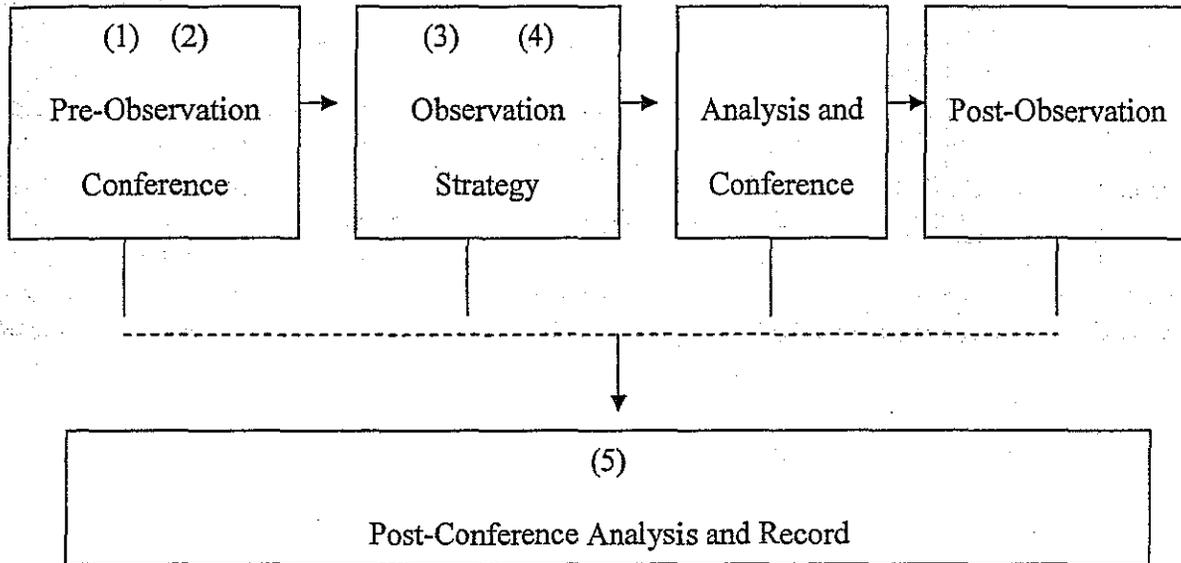
C. Individual Professional Development Plan:

1. The purpose of this plan is to give teachers and principals/supervisors the opportunity to creatively develop an individual plan for improvement rather than following the traditional format of observation and evaluation.

2. Teachers participating in the IPDP program do so by agreement between the principal/supervisor and the individual teacher.
3. IPDP Sequence
 - a. Teacher and supervisor conduct a conference on or before November 15 to determine the goals, objectives, action steps, and evidence that will be necessary to demonstrate successful completion of the IPDP.
 - b. The teacher performs the activity steps defined in the IPDP. If group work is involved, teachers do so by choice and are not responsible for evaluating other group members.
 - c. The teacher monitors individual progress and achievement of the IPDP goals and objectives. A mid-year (Jan./Feb.) conference between the teacher and supervisor is recommended.
 - d. Teacher and supervisor conduct a conference in May to review the success of the IPDP.
 - e. Following the May conference the supervisor will file an end-of-year evaluation memorandum by June 30.

V. CLINICAL OBSERVATION STEPS

One of the observation systems employed by the Kettering City Schools is patterned after the "Clinical Approach" to supervision. The clinical approach is a procedure for observation in the classroom and rests on the conviction that instruction can best be improved by direct feedback to a teacher on the specific aspects of teaching. The sequential process for clinical supervision is as follows:



A. **Pre-Observation Conference:** The purposes of the pre-observation conference between the teacher and the supervisor are:

1. To establish or re-establish rapport.
2. To get an orientation to the group the supervisor will be observing.
3. To receive information on the lesson to be taught (objectives, procedures, evaluation).
4. To discuss what is to be observed.
5. To make suggestions that might improve the lesson.

B. **Observation:** Adequate observation is essential if the supervisor is to gather the pertinent data. A series of observations spaced over the span of a school year should provide sufficient opportunities for the supervisor to view a broad spectrum of the teacher's performance. The sequence of these observations may vary.

The supervisor observes the lesson(s) discussed with the teacher. During the observation, the supervisor writes objectively what is happening in the classroom.

The notes taken during the classroom observation will be used by the supervisor in conducting the post-observation conference and in writing the post-observation comments. A copy of the classroom notes should be given to the teacher following the observation.

C. **Analysis and Strategy:** Using the data collected in the observation, the supervisor looks for recurring patterns in the classroom lesson and notes these for further discussion.

D. **Post-Observation Conference:** The post-observation conference will be held not later than five (5) working days after the observation. The conference session brings together the two people who are best able to analyze the classroom lesson that was observed. It is time for sharing of ideas, observations, comments, and impressions relative to the teacher's performance. Suggestions for improvement can be discussed, concerns about responsibilities clarified, and long- and short-range goals established or modified.

Objective setting may come as an outgrowth of the steps of the clinical approach.

In developing specific objectives and plans of action, primary emphasis should be devoted to the areas of improvement of instruction and professional growth and development of the individual.

E. **Post-Conference Analysis and Record:** The final step in the sequence is a review by the supervisor of actions taken in each of the preceding steps with regard to whether they facilitated improved instruction and teacher growth toward self-supervision, the two primary goals of clinical supervision.

It is of vital importance to maintain an emphasis in the clinical supervisory process on enhancing the professional status of the teacher in the supervisor-teacher relationship.

VI. APPEAL PROCEDURE FOR TEACHERS

If, during the evaluation process, a disagreement arises between the evaluatee and the evaluator, an appeal procedure, as herein outlined, will be followed.

- A. The evaluatee, at any time, may write a rebuttal statement and have it filed with the post-observation report or evaluation memorandum.
- B. If the evaluator is an assistant principal, the teacher's first line of appeal will be to the principal of the building in which the teacher teaches. If the issue is not resolved at this level, the teacher may appeal to the Director of Human Resources. If, after consultation at this level, the teacher is still not satisfied, an appeal may be filed with the Superintendent of Schools. If the evaluator is the principal of the building, the first appeal will be to the Human Resources Director, with the second line of appeal being to the Superintendent of Schools.
- C. This section is intended only to identify the process to be followed during an appeal procedure. Nothing stated above should be taken to supersede appropriate provisions of the Ohio Revised Code and/or any provisions stated in the KEA/Board Labor Agreement.

VII. SATISFACTORY/UNSATISFACTORY PERFORMANCE REPORTS

- A. Each year building principals/supervisors are expected to evaluate the overall performance of teachers who are on one-year limited contracts. Teacher performance is rated as satisfactory or unsatisfactory.
- B. Rating Periods
 - 1. September 25 to October 1
 - 2. October 25 to November 1
 - 3. November 25 to December 1
- C. If at any time a teacher's performance is rated as unsatisfactory, the teacher will be placed on a more intensive cycle and the Director of Human Resources will meet with the principal/supervisor to assist and/or coordinate the observation/evaluation schedule that may be designed to comply with HB330 and HB522 standards. (See Page 16)
- D. Teachers who are rated as having satisfactory performance will follow the annual observation/evaluation schedule as determined by the building principal.

PERFORMANCE REPORT FORM

School _____

Principal _____

Rating Periods

- | | | |
|-----------------------|---------------------|--|
| 1 st _____ | <u>September 25</u> | Return to Human Resources Office by October 1 |
| 2 nd _____ | <u>October 25</u> | Return to Human Resources Office by November 1 |
| 3 rd _____ | <u>November 25</u> | Return to Human Resources Office by December 1 |

Teachers on Limited Contract

Satisfactory Unsatisfactory

	<input type="checkbox"/>	<input type="checkbox"/>

Principal's signature

Date

**KETTERING CITY SCHOOL DISTRICT
PRE-OBSERVATION CONFERENCE GUIDE**

Teacher _____	Date and Time of Pre-Observation Conference _____
Subject _____	Observation _____
Observer _____	Post Observation Conference _____

What has the class been doing?

What are the objectives of the lesson to be taught?

What will be your role during the lesson?

How do you plan to involve the students in the lesson?

How will you know if the students meet the lesson objectives?

What materials will be used?

What will be the role or focus of the observer?

**KETTERING CITY SCHOOL DISTRICT
POST-OBSERVATION RECORD**

Teacher _____ Grade or subject _____

Observation date _____ Time of observation _____ to _____

Announced Clinical _____ Unannounced Drop-in _____ Date of post-observation conference _____

1. Lesson reconstruction: _____

2. Commendations: _____

3. Areas for improvement and recommendations: _____

4. Resources and time lines: _____

5. Overall impression of class: _____

Signature of Observer _____ Signature of Evaluatee _____

___ 1 copy Human Resources ___ 1 copy Observer ___ 1 copy Person being observed

KETTERING CITY SCHOOL DISTRICT

EVALUATION MEMORANDUM

Mid-year _____

End-of-year _____

Date _____

Teacher _____ Grade/Subject _____ School _____

EVALUATOR'S SUMMARY

SIGNATURES: _____
(Evaluatee) (Date) (Evaluator) (Date)

REACTION TO EVALUATOR'S SUMMARY

SIGNATURES: _____
(Evaluatee) (Date) (Evaluator) (Date)

The above signatures do not necessarily indicate concurrence, but rather that the parties are aware of the contents of the memorandum.

(If more space is needed, attach additional pages.)

___ 1 copy Human Resources ___ 1 copy Observer ___ 1 copy Person being observed

KETTERING SCHOOL DISTRICT OBSERVATION/EVALUATION CHART

Page _____

Administrator _____

Building Location _____

School Year _____

Teacher/Staff Member	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	Total Obs.
CUMULATIVE TOTALS										

15

Legend: UD – Unannounced Drop-in

AC – Announced Clinical

Administrative Directions: Enter the date and type on each observation conducted. Send a year-end copy of this chart to the Director of Elementary or Secondary Curriculum and Instruction by June 30 each year, and post-observation reports and evaluation memorandums should be at the end of each month.

**CURRENT LANGUAGE FROM OUR NEGOTIATED AGREEMENT WITH
THE KETTERING EDUCATION ASSOCIATION**

ACADEMIC FREEDOM (ARTICLE XVI)

1. In order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time, and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas, the professional staff has academic freedom. In exercising this freedom, the professional staff is responsible for exercising judgment in selecting for discussion those relevant issues which are deemed to be of value to the students involved.
2. It is recognized that the Board is responsible for all teaching conducted in the district and, therefore, has the responsibility, through its administrators, to supervise each teacher with respect to all teaching conducted within the district. In the event differences exist with respect to academic freedom, the teacher and the appropriate administrator shall review the matter. In the event satisfactory resolution of the differences is not reached, the teacher may appeal the matter through Level III of the grievance procedure. The decision at Level III shall be final and binding and not appealable to Level IV, arbitration.

TREATMENT OF STAFF (ARTICLE XVII)

Professional Staff Evaluation

1. The performance of all teachers shall be evaluated in writing. Such evaluation shall acknowledge strengths as well as deficiencies.
2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. No teacher shall be evaluated on his/her performance until after observation/s have been conducted by the evaluator charged with the responsibility of evaluating that teacher.
4. All formal observations shall be followed within five (5) working days by a meeting between the evaluator and the teacher.
5. The evaluator shall prepare a written report of all formal observations and evaluations.
6. Teachers shall be given a copy of any class visit report, evaluation report, or recorded observations.
7. Should deficiencies be recorded in the classroom performance of a teacher, the teacher shall be provided with specific, reasonable, written recommendations for improvement, together with a definite time schedule for improvement.
8. Evaluations shall not be based on unsubstantiated allegations.

Discipline

1. Any employee who is to be disciplined by the Board or the administration shall be given advance notice of same and the right to Association representation in a hearing on the matter.
2. No employee during the term of his/her contract shall be disciplined (reprimanded, suspended without pay, or discharged) without just cause.

**H.B. 330 NON-RENEWAL OF LIMITED CONTRACTS TIME LINES PLUS H.B. 522,
EFFECTIVE JULY 20, 1992, AMENDED DATES**

Year in Which the
Contract Expires

January	15	One evaluation which shall be composed of at least two (2) 30-minute classroom observations shall be conducted by January 15.
January	25	A written report of the results of the evaluation shall be given to the teacher not later than January 25.*
February		
April	1	One evaluation which shall be composed of at least two (2) 30-minute classroom observations shall be conducted between February 10 and April 1.
April	10	A written report of the results of the evaluation shall be given to the teacher not later than April 10.*
April		
May	(10 days)	Teacher receiving notice of the board's intent to non-renew has 10 calendar days from the receipt of the notice of intent to non-renew to request a statement describing the circumstances that led to the board's intention to non-renewal. Treasurer to provide statement within 10 days of receipt of teacher's request.*
May		
June	(5 days)	Teacher receiving statement describing circumstances that led to intention to non-renew has 5 days to request a hearing with the board. Request to be submitted to the treasurer.
	(10 days)	Treasurer has 10 days upon receipt of request for a hearing to give teacher the time, place, and date of the hearing.*
	(40 days)	Hearing to be scheduled and completed within 40 days of the receipt of the request. Hearing would need to be completed by July 4 assuming parties act on the last day of each deadline.
June		
July	(10 days)	Board shall issue to the teacher a written decision affirming or vacating its intention to non-renew within 10 days of conclusion of hearing.*

MEMORANDUM OF UNDERSTANDING

Race To The Top

The Kettering City Schools Board of Education (Board) and the Kettering Education Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2009 to June 30, 2012 as if written therein. The following terms and conditions of this Memorandum are as follows:

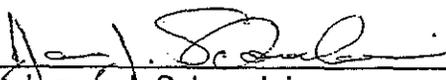
1. The Association and the Board agree that signing the "LEA Scope of Work" document regarding Race to the Top only indicates the parties desire to bargain in good faith during the four (4) year implementation process regarding all aspects of the Race to the Top program that differ from or otherwise implicate current terms and conditions of employment. The collective bargaining agreement and all terms and conditions of employment for Association members in effect on this 22nd day of October, 2010 will not be altered in any way except by signed and ratified agreement of the Association and the Board.
2. If the Association and the Board are not able to reach agreement on the specific components of the local district's "Final Scope of Work" proposed reform plan, the parties will jointly inform the ODE that the district is withdrawing its participation in the Race to the Top program. A party's decision to discontinue bargaining hereunder will not serve as grounds for either party to bring a charge pursuant to R.C. Chapter 4117, a grievance pursuant to the collective bargaining agreement, or any other legal claim of any kind against the other. If bargaining is discontinued, the Board agrees it will not unilaterally implement any change in terms and conditions of employment

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

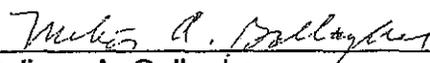
In agreement and witness to all of the above, the Administration and the Association respective agents place and date their signatures.

Kettering City Schools

Kettering Education
Association



Dr. James J. Schoenlein
Interim Superintendent



Melissa A. Gallagher
President

10-22-10

Date

10-22-10

Date

MEMORANDUM OF UNDERSTANDING

**Education Jobs Fund Fiscal Year 2012
Health Insurance Premium Holiday**

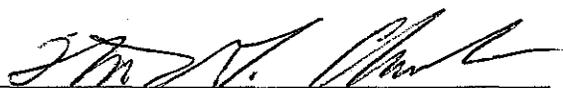
The Kettering City School District (District) and the Kettering Education Association (KEA) hereby enter into this Memorandum of Understanding. This Memorandum of Understanding shall be treated as part of the Agreement between the parties dated May 3, 2011 through May 2, 2014 as if written therein. The following terms and conditions of this Memorandum are as follows:

The attached document entitled "Education Jobs Fund Fiscal Year 2012, Kettering City School District" shall be effective from January 1, 2011 to January 31, 2012 as outlined in the document regarding a health insurance premium waiver for all employees during the month of March, 2012 upon proper verification of program completion.

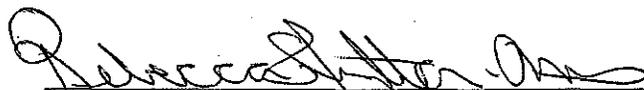
The parties agree that this Memorandum of Understanding is not precedent setting and shall govern only this specific situation.

All other provisions of the negotiated agreements between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

In agreement and witness to all of the above, the District and KEA respective agents place and date their signatures.


Kettering City School District

Date 10/6/11


Kettering Education Association

Date 10/6/11

MEMORANDUM OF UNDERSTANDING

Additional Title I Teachers for 2011-12 School Year

The Kettering City School District (District) and the Kettering Education Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum of Understanding shall be treated as part of the Agreement between the parties dated **May 3, 2011** through **May 2, 2014** as if written therein. The following terms and conditions of this Memorandum are as follows:

Because of limited Title I monies for the 2011-12 school year, the Board of Education intends to hire 11.5 additional Title I teachers on 1-year limited contracts. These 11.5 teaching contracts will automatically be non-renewed at the end of the 2011-12 school year. It is agreed that this situation will not be governed by Article XII "Reduction in Certified Staff" of KEA/BOE Negotiated Agreement.

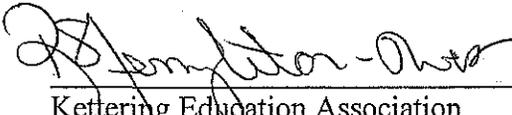
The parties agree that this Memorandum of Understanding is not precedent setting and shall govern only this specific situation.

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

In agreement and witness to all of the above, the District and the Association respective agents place and date their signatures.


Kettering City School District

Date 8-25-11


Kettering Education Association

Date 8/25/2011

MEMORANDUM OF UNDERSTANDING

Establishing Middle School MMLC position(s)

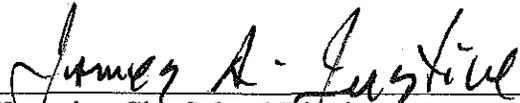
The Kettering City School District (District) and the Kettering Education Association (KEA) and the Ohio Association of Public School Employees (OAPSE) hereby enter into this Memorandum of Understanding. This Memorandum of Understanding shall be treated as part of the Agreement between the parties dated May 3, 2011 through May 2, 2014 as if written therein. The following terms and conditions of this Memorandum are as follows:

It is agreed that the position of certificated Librarian at Van Buren Middle School will be continued as a Multi Media Learning Center Coordinator for the 2011-12 school year. It is agreed that if the certificated Librarian position at Kettering Middle School becomes vacant during the 2011-12 school year, then it will also be filled with an MMLC for the remainder of the school year only. It is also agreed that this arrangement will be reviewed in the spring of 2012.

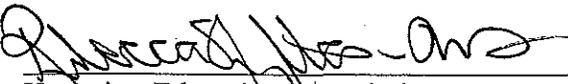
The parties agree that this Memorandum of Understanding is not precedent setting and shall govern only this specific situation.

All other provisions of the negotiated agreements between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

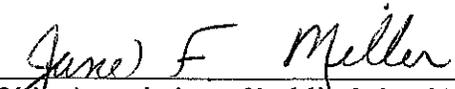
In agreement and witness to all of the above, the District, KEA and OAPSE respective agents place and date their signatures.


Kettering City School District

Date 8-25-11


Kettering Education Association

Date 8/25/11


Ohio Association of Public School Employees

Date 8/25/11

MEMORANDUM OF UNDERSTANDING

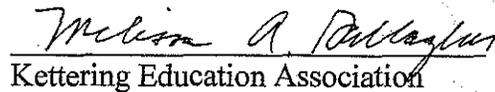
2012-13 School Year Calendar

The Kettering City School District (District) and the Kettering Education Association (Association) hereby enter into this Memorandum of Understanding. The terms and conditions of the Memorandum are as follows:

1. Beginning with the 2012-13 school year, the starting date for teachers will be Monday, August 13, 2012, and the first day for students will be Tuesday, August 14, 2012.
2. Regarding payroll, returning teachers would receive regular bi-weekly pays for the 2011-12 school year with an end date of August 31, 2012. The first pay date for the 2012-13 school year would be on September 14, 2012.
3. New teachers would be given the option of receiving 26 pays beginning on September 14, 2012, or receiving 27 pays beginning August 31, 2012.
4. The duration of this agreement is for the 2012-13 school year.
5. Health and Dental Insurance coverage for new bargaining unit members would begin on August 16, 2012.


Kettering City School District

4-8-11
Date


Kettering Education Association

4-8-11
Date