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# **Collective Bargaining Agreement**

between the

**Kent City School District  
Board of Education**

and the

**Kent Education Association**

Effective January 1, 2010  
Through  
December 31, 2012

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## **ARTICLE I. PROFESSIONAL NEGOTIATIONS AGREEMENT**

The Kent Board of Education and the Kent Education Association do hereby agree that the welfare of the children of Kent is paramount in the operation of the schools and will be promoted by both parties. Therefore, the parties do hereby agree as follows:

### **A. RECOGNITION**

The Board recognizes the Kent Education Association, hereafter referred to as the Association, as the exclusive representative of all certificated personnel employed, or to be employed, under a regular teaching contract by the Board of Education. Such representation shall not extend to school nurses newly employed effective January 1, 2000, or to High School Athletic Coordinator, Dean of Students, administrators and supervisors, adult education coordinators, substitutes, tutors, and aides.

The Association recognizes the Board as the elected representative of the people of the Kent City School District and as the employer of the certificated personnel of the Kent City Schools. The Association recognizes the Superintendent of the Kent City Schools as the chief executive officer of the Board and the educational leader of the public school community.

The purpose of this recognition is the mutual agreement that the parties will negotiate in good faith and will use professional and educational channels for appeal in the event of impasse.

In the event the Board and Association fail to secure a successor agreement, the parties may mutually agree in writing to extend this agreement for any period of time.

### **B. PRINCIPLES**

#### **1. Attaining Objectives:**

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary with both parties participating in deliberations leading to the determination of matters of mutual concern.

#### **2. Professional Teaching Personnel:**

Teaching is a profession requiring specialized qualifications. The success of the educational program in the Kent City Schools depends upon teachers working under conditions which encourage maximum utilization of their training and abilities.

The Association recognizes its responsibilities for improving standards of professional practice and believes that it should have the opportunity to share in the development of policies under which teachers work.

Teachers have the right to join or not to join any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment.

**B. PRINCIPLES** (continued)

3. Representation

The Superintendent and/or his/her designated representative(s) shall meet with the Negotiating Committee of the Association, not to exceed five in number, to negotiate matters relating to professional welfare, working conditions, and remuneration.

Nothing in this Agreement, shall prohibit any certificated employee from presenting views, recommendations, or grievances to the Superintendent or to the Board at any scheduled meeting of the Board.

**C. PROCEDURES**

1. Setting Up Meetings

Requests for meetings from the Association will be made to the Superintendent. Requests from the Superintendent or the Board will be made to the President of the Association. An agenda of issues proposed for negotiation will be submitted at the time of the request. A mutually convenient meeting date will be set within fifteen days of the date of the request.

2. Negotiation Procedures

The Superintendent and/or his/her designated representative(s) shall meet with the recognized representatives of the Association, not to exceed five in number, for the purpose of engaging in a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. All parties are pledged to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

a. Study Committees

The Board, the Superintendent or his/her designated representative(s), and the Association may appoint ad hoc study committees to research, study, and to make recommendations on matters under consideration. The Superintendent shall furnish to the Association, upon reasonable request, available information pertinent to the issue under negotiation. Study committees shall report to their respective parties before negotiation.

b. Consultants

The parties may call upon professional and lay consultants to assist in negotiations. The expense of such consultants shall be borne by the party requesting them.

c. Reporting

During the period of negotiation, interim progress reports may be made to the Association by its representatives and to the Board by the Superintendent. If agreement is not reached, and members of the Board have not participated directly in the deliberations, the Association representatives and the Superintendent or his/her representative may present separate reports to the Board.

#### **D. AGREEMENT**

When tentative agreement is reached, the items shall be submitted as a complete package agreement to the Kent Education Association for its ratification and to the Board of Education for its approval. When ratified and approved, the Agreement shall be signed by the Kent Education Association and the Board of Education, and it shall become a part of the official minutes of the Board of Education.

#### **E. MEDIATION AND APPEAL**

Recognizing their respective responsibilities for the education of the children of the community, the parties accept their obligation to assure the uninterrupted operation of the school system.

To this end, the parties pledge themselves to negotiate in good faith such matters as are included in this Agreement, and, in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as may usefully contribute to arriving at agreement between them.

If after twenty one (21) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

#### **F. BOARD OF REVIEW**

In the event that all attempts to reach agreement through Federal Mediation have failed and the parties are unable to reach agreement prior to the expiration of the existing agreement or any extension thereof, the matter will be submitted to a Board of Review. The Board will name one advisor and the Association will name another. The third member will serve as chairman of the panel. If there is no mutual agreement as to the third panel member, the arbitrator shall be chosen from a list of seven (7) arbitrators provided by the American Arbitration Association (AAA). Either the Board or the Association reserves the right to request a second list of arbitrators. Selection and hearing shall be by the alternate strike method whereby each party shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The party striking first shall be determined by the toss of a coin. The Board of Review will have authority to hold hearings and to confer with the parties deemed advisable in seeking to effect a recommendation to the Board of Education and the Association.

The Board of Review shall submit written recommendations for settlement within fifteen (15) days following the close of the hearings. The recommendations shall be submitted to both parties.

The costs for the services of the third member, including any incurred expenses, will be borne equally by the Board and the Kent Education Association. This mediation and appeal procedure shall constitute the mutually agreed upon dispute resolution procedure between the parties.

#### **G. COMMUNICATIONS**

The Board of Education shall be responsible for typing the final Negotiated Agreement. The KEA President shall proofread the typed Agreement. Kent Education Association shall be responsible for duplicating and distributing the Agreement to the bargaining unit personnel. The Board of Education shall be responsible for duplicating and distributing the Agreement to the Board of Education members and administrative personnel.

## ARTICLE II. COMPENSATION

### A. SALARY SCHEDULE INDEX

INDEX VI  
EFFECTIVE FOR THE 2009-2010 SCHOOL YEAR

Yrs. Of Exp.	Non-Deg	B	B/10	B/20	M	M/15	M/30
0	0.8000	1.0000	1.0123	1.0418	1.1008	1.1303	1.1597
1	0.8240	1.0320	1.0688	1.1056	1.1794	1.2162	1.2531
2	0.8538	1.0811	1.1253	1.1696	1.2580	1.3022	1.3465
3	0.8835	1.1303	1.1819	1.2334	1.3366	1.3883	1.4399
4	0.9133	1.1794	1.2384	1.2973	1.4153	1.4742	1.5332
5	0.9431	1.2285	1.2948	1.3613	1.4939	1.5602	1.6266
6	0.9729	1.2777	1.3514	1.4251	1.5725	1.6463	1.7199
7	1.0027	1.3268	1.4006	1.4742	1.6216	1.6954	1.7691
8	1.0325	1.3760	1.4497	1.5234	1.6708	1.7445	1.8182
9	1.0622	1.4251	1.4988	1.5725	1.7199	1.7937	1.8673
10	1.0920	1.4742	1.5480	1.6216	1.7691	1.8428	1.9165
11		1.5234	1.5971	1.6708	1.8182	1.8919	1.9656
12		1.5725	1.6463	1.7199	1.8673	1.9411	2.0147
13		1.6216	1.6954	1.7691	1.9165	1.9902	2.0640
14		1.6708	1.7445	1.8182	1.9656	2.0394	2.1131
15		1.6960	1.7704	1.8449	1.9938	2.0683	2.1427
16		1.7042	1.7787	1.8531	2.0020	2.0765	2.1509
17	1.1119	1.7125	1.7870	1.8614	2.0103	2.0848	2.1592
18	1.1185	1.7208	1.7953	1.8697	2.0186	2.0931	2.1675
19	1.1251	1.7290	1.8035	1.8779	2.0268	2.1013	2.1758
20	1.1317	1.7373	1.8118	1.8862	2.0351	2.1096	2.1841
21	1.1442	1.7510	1.8255	1.8999	2.0488	2.1233	2.1978
22	1.1566	1.7646	1.8391	1.9135	2.0624	2.1369	2.2114
23	1.1649	1.7737	1.8482	1.9226	2.0715	2.1460	2.2205
24	1.1731	1.7828	1.8573	1.9317	2.0806	2.1551	2.2296
25	1.1814	1.7919	1.8664	1.9408	2.0897	2.1642	2.2387
26	1.1938	1.8056	1.8801	1.9545	2.1034	2.1779	2.2524
27	1.2062	1.8192	1.8937	1.9681	2.1170	2.1915	2.2660
28	1.2145	1.8283	1.9028	1.9772	2.1261	2.2006	2.2751
29	1.2227	1.8374	1.9119	1.9863	2.1352	2.2097	2.2842

INDEX VII  
EFFECTIVE BEGINNING 2010-2011 SCHOOL YEAR

Yrs. Of Exp.	Non-Deg	B	B/10	B/20	M	M/15	M/30
0	0.8000	1.0000	1.0123	1.0418	1.1008	1.1303	1.1597
1	0.8219	1.0294	1.0661	1.1028	1.1765	1.2132	1.2500
2	0.8517	1.0784	1.1225	1.1667	1.2549	1.2989	1.3431
3	0.8813	1.1275	1.1789	1.2303	1.3333	1.3848	1.4363
4	0.9110	1.1765	1.2353	1.2941	1.4118	1.4705	1.5294
5	0.9407	1.2254	1.2916	1.3579	1.4902	1.5563	1.6225
6	0.9705	1.2745	1.3480	1.4215	1.5686	1.6422	1.7156
7	1.0002	1.3235	1.3971	1.4705	1.6175	1.6912	1.7647
8	1.0299	1.3726	1.4461	1.5196	1.6666	1.7401	1.8137
9	1.0595	1.4215	1.4951	1.5686	1.7156	1.7892	1.8626
10	1.0893	1.4705	1.5441	1.6175	1.7647	1.8382	1.9117
11		1.5234	1.5971	1.6708	1.8182	1.8919	1.9656
12		1.5725	1.6463	1.7199	1.8673	1.9411	2.0147
13		1.6216	1.6954	1.7691	1.9165	1.9902	2.0640
14		1.6708	1.7445	1.8182	1.9656	2.0394	2.1131
15		1.6960	1.7704	1.8449	1.9938	2.0683	2.1427
16		1.7042	1.7787	1.8531	2.0020	2.0765	2.1509
17	1.1119	1.7125	1.7870	1.8614	2.0103	2.0848	2.1592
18	1.1185	1.7208	1.7953	1.8697	2.0186	2.0931	2.1675
19	1.1251	1.7290	1.8035	1.8779	2.0268	2.1013	2.1758
20	1.1317	1.7373	1.8118	1.8862	2.0351	2.1096	2.1841
21	1.1442	1.7510	1.8255	1.8999	2.0488	2.1233	2.1978
22	1.1566	1.7646	1.8391	1.9135	2.0624	2.1369	2.2114
23	1.1649	1.7737	1.8482	1.9226	2.0715	2.1460	2.2205
24	1.1731	1.7828	1.8573	1.9317	2.0806	2.1551	2.2296
25	1.1814	1.7919	1.8664	1.9408	2.0897	2.1642	2.2387
26	1.1938	1.8056	1.8801	1.9545	2.1034	2.1779	2.2524
27	1.2062	1.8192	1.8937	1.9681	2.1170	2.1915	2.2660
28	1.2145	1.8283	1.9028	1.9772	2.1261	2.2006	2.2751
29	1.2227	1.8374	1.9119	1.9863	2.1352	2.2097	2.2842
30	1.2309	1.8465	1.9210	1.9954	2.1443	2.2188	2.2933

**SALARY SCHEDULE  
KENT CITY SCHOOLS  
EFFECTIVE FOR THE 2009-10 SCHOOL YEAR**

Yrs of Exp.	Less than Degree	B	B+10 Appr. Grad. Sem. Hrs.	B+20 Appr. Grad. Sem. Hrs.	M	M+15 Appr. Grad. Sem. Hrs.	M+30 Appr. Grad. Sem. Hrs.
0	29,374	36,717	37,169	38,252	40,418	41,501	42,581
1	30,255	37,892	39,243	40,594	43,304	44,655	46,010
2	31,349	39,695	41,318	42,944	46,190	47,813	49,439
3	32,439	41,501	43,396	45,287	49,076	50,974	52,869
4	33,534	43,304	45,470	47,633	51,966	54,128	56,295
5	34,628	45,107	47,541	49,983	54,852	57,286	59,724
6	35,722	46,913	49,619	52,325	57,737	60,447	63,150
7	36,816	48,716	51,426	54,128	59,540	62,250	64,956
8	37,910	50,523	53,229	55,935	61,347	64,053	66,759
9	39,001	52,325	55,031	57,737	63,150	65,859	68,562
10	40,095	54,128	56,838	59,540	64,956	67,662	70,368
11		55,935	58,641	61,347	66,759	69,465	72,171
12		57,737	60,447	63,150	68,562	71,271	73,974
13		59,540	62,250	64,956	70,368	73,074	75,784
14		61,347	64,053	66,759	72,171	74,881	77,587
15		62,272	65,004	67,739	73,206	75,942	78,674
16		62,573	65,309	68,040	73,507	76,243	78,975
17	40,826	62,878	65,613	68,345	73,812	76,548	79,279
18	41,068	63,183	65,918	68,650	74,117	76,852	79,584
19	41,310	63,484	66,219	68,951	74,418	77,153	79,889
20	41,553	63,788	66,524	69,256	74,723	77,458	80,194
21	42,012	64,291	67,027	69,759	75,226	77,961	80,697
22	42,467	64,791	67,526	70,258	75,725	78,461	81,196
23	42,772	65,125	67,860	70,592	76,059	78,795	81,530
24	43,073	65,459	68,194	70,926	76,393	79,129	81,864
25	43,377	65,793	68,529	71,260	76,728	79,463	82,198
26	43,833	66,296	69,032	71,763	77,231	79,966	82,701
27	44,288	66,796	69,531	72,263	77,730	80,465	83,201
28	44,593	67,130	69,865	72,597	78,064	80,799	83,535
29	44,894	67,464	70,199	72,931	78,398	81,134	83,869

**SALARY SCHEDULE  
KENT CITY SCHOOLS  
EFFECTIVE FOR THE 2010-11 SCHOOL YEAR**

Yrs of Exp.	Less than Degree	B	B+10 Appr. Grad. Sem. Hrs.	B+20 Appr. Grad. Sem. Hrs.	M	M+15 Appr. Grad. Sem. Hrs.	M+30 Appr. Grad. Sem. Hrs.
0	29,374	36,717	37,169	38,252	40,418	41,501	42,581
1	30,179	37,797	39,145	40,493	43,196	44,544	45,895
2	31,271	39,596	41,214	42,837	46,075	47,693	49,316
3	32,358	41,397	43,287	45,174	48,953	50,846	52,737
4	33,450	43,196	45,357	47,514	51,836	53,993	56,154
5	34,541	44,994	47,422	49,858	54,714	57,143	59,575
6	35,633	46,796	49,495	52,195	57,593	60,296	62,992
7	36,724	48,594	51,297	53,993	59,391	62,094	64,794
8	48,528	50,396	53,096	55,795	61,193	63,893	66,592
9	38,903	52,195	54,894	57,593	62,992	65,695	68,390
10	39,995	53,993	56,696	59,391	64,794	67,493	70,192
11		55,935	58,641	61,347	66,759	69,465	72,171
12		57,737	60,447	63,150	68,562	71,271	73,974
13		59,540	62,250	64,956	70,368	73,074	75,784
14		61,347	64,053	66,759	72,171	74,881	77,587
15		62,272	65,004	67,739	73,206	75,942	78,674
16		62,573	65,309	68,040	73,507	76,243	78,975
17	40,826	62,878	65,613	68,345	73,812	76,548	79,279
18	41,068	63,183	65,918	68,650	74,117	76,852	79,584
19	41,310	63,484	66,219	68,951	74,418	77,153	79,889
20	41,553	63,788	66,524	69,256	74,723	77,458	80,194
21	42,012	64,291	67,027	69,759	75,226	77,961	80,697
22	42,467	64,791	67,526	70,258	75,725	78,461	81,196
23	42,772	65,125	67,860	70,592	76,059	78,795	81,530
24	43,073	65,459	68,194	70,926	76,393	79,129	81,864
25	43,377	65,793	68,529	71,260	76,728	79,463	82,198
26	43,833	66,296	69,032	71,763	77,231	79,966	82,701
27	44,288	66,796	69,531	72,263	77,730	80,465	83,201
28	44,593	67,130	69,865	72,597	78,064	80,799	83,535
29	44,894	67,464	70,199	72,931	78,398	81,134	83,869
30	45,195	67,798	70,533	73,265	78,732	81,468	84,203

**SALARY SCHEDULE  
KENT CITY SCHOOLS  
EFFECTIVE FOR THE 2011-12 SCHOOL YEAR**

Yrs of Exp.	Less than Degree	B	B+10 Appr. Grad. Sem. Hrs.	B+20 Appr. Grad. Sem. Hrs.	M	M+15 Appr. Grad. Sem. Hrs.	M+30 Appr. Grad. Sem. Hrs.
0	30,182	37,727	38,191	39,304	41,530	42,643	43,752
1	31,009	38,837	40,222	41,607	44,384	45,769	47,158
2	32,131	40,685	42,348	44,015	47,342	49,005	50,672
3	33,248	42,536	44,478	46,416	50,300	52,245	54,187
4	34,370	44,384	46,604	48,821	53,262	55,478	57,698
5	35,491	46,232	48,727	51,229	56,219	58,715	61,213
6	36,613	48,083	50,857	53,630	59,177	61,955	64,724
7	37,734	49,931	52,708	55,478	61,025	63,802	66,576
8	49,863	51,783	54,556	57,330	62,877	65,650	68,424
9	39,973	53,630	56,404	59,177	64,724	67,502	70,272
10	41,095	55,478	58,255	61,025	66,576	69,350	72,123
11		57,473	60,254	63,034	68,595	71,376	74,156
12		59,326	62,110	64,887	70,448	73,232	76,009
13		61,178	63,962	66,743	72,304	75,084	77,869
14		63,034	65,815	68,595	74,156	76,940	79,721
15		63,985	66,792	69,603	75,220	78,031	80,838
16		64,294	67,105	69,912	75,529	78,340	81,147
17	41,949	64,607	67,418	70,225	75,843	78,653	81,460
18	42,198	64,921	67,731	70,538	76,156	78,966	81,773
19	42,447	65,230	68,041	70,848	76,465	79,276	82,086
20	42,696	65,543	68,354	71,161	76,778	79,589	82,400
21	43,167	66,060	68,871	71,678	77,295	80,106	82,916
22	43,635	66,573	69,384	72,191	77,808	80,619	83,429
23	43,948	66,916	69,727	72,534	78,151	80,962	83,773
24	44,258	67,260	70,070	72,877	78,495	81,305	84,116
25	44,571	67,603	70,414	73,221	78,838	81,649	84,459
26	45,038	68,120	70,931	73,737	79,355	82,166	84,976
27	45,506	68,633	71,444	74,251	79,868	82,679	85,489
28	45,819	68,976	71,787	74,594	80,211	83,022	85,833
29	46,129	69,320	72,130	74,937	80,555	83,365	86,176
30	46,438	69,663	72,474	75,280	80,898	83,709	86,519

**SALARY SCHEDULE  
KENT CITY SCHOOLS  
EFFECTIVE FOR THE 2012-13 SCHOOL YEAR**

Yrs of Exp.	Less than Degree	B	B+10 Appr. Grad. Sem. Hrs.	B+20 Appr. Grad. Sem. Hrs.	M	M+15 Appr. Grad. Sem. Hrs.	M+30 Appr. Grad. Sem. Hrs.
0	31,011	38,764	39,241	40,384	42,671	43,815	44,955
1	31,862	39,904	41,327	42,750	45,604	47,027	48,454
2	33,014	41,803	43,512	45,225	48,643	50,352	52,065
3	34,162	43,705	45,701	47,692	51,682	53,681	55,677
4	35,315	45,604	47,885	50,163	54,726	57,003	59,284
5	36,467	47,503	50,066	52,638	57,765	60,328	62,896
6	37,619	49,405	52,255	55,104	60,804	63,658	66,504
7	38,771	51,303	54,157	57,003	62,703	65,556	68,406
8	51,234	53,206	56,056	58,905	64,605	67,455	70,305
9	41,072	55,104	57,954	60,804	66,504	69,357	72,203
10	42,224	57,003	59,857	62,703	68,406	71,256	74,105
11		59,053	61,910	64,767	70,481	73,338	76,195
12		60,956	63,817	66,670	72,384	75,245	78,098
13		62,860	65,720	68,577	74,291	77,148	80,009
14		64,767	67,624	70,481	76,195	79,055	81,912
15		65,744	68,628	71,516	77,288	80,176	83,060
16		66,062	68,950	71,834	77,606	80,493	83,377
17	43,102	66,383	69,271	72,155	77,927	80,815	83,699
18	43,358	66,705	69,593	72,477	78,249	81,137	84,021
19	43,613	67,023	69,911	72,795	78,567	81,455	84,343
20	43,869	67,345	70,233	73,117	78,889	81,777	84,664
21	44,354	67,876	70,764	73,648	79,420	82,308	85,196
22	44,834	68,403	71,291	74,175	79,947	82,835	85,723
23	45,156	68,756	71,644	74,528	80,300	83,188	86,075
24	45,474	69,108	71,996	74,880	80,652	83,540	86,428
25	45,796	69,461	72,349	75,233	81,005	83,893	86,781
26	46,276	69,992	72,880	75,764	81,536	84,424	87,312
27	46,757	70,519	73,407	76,291	82,063	84,951	87,839
28	47,079	70,872	73,760	76,644	82,416	85,304	88,192
29	47,397	71,225	74,113	76,997	82,769	85,657	88,545
30	47,715	71,578	74,466	77,350	83,122	86,010	88,897

## **B. ADDED DUTIES AND DIFFERENTIALS**

Every teacher in the school system must expect to contribute his/her reasonable share of time to extra class duties. Such duties may be assigned by the Superintendent or by the Principal, or be teacher initiated.

It will be an administrative responsibility to distribute extra class duties as evenly as possible.

It is recognized that some teachers must, of necessity, handle activity assignments of greater scope than the reasonable minimum required of all. For these more extensive assignments, there shall be extra pay for extra work granted under a supplemental contract. Extra work of this scope will be referred to as a differential assignment. However, no teacher will be relieved permanently from his/her basic professional responsibilities because of receiving extra pay for extra work.

Whenever possible, a classroom teacher should handle only one compensated extra class activity during the school year. A too heavy activity assignment does not allow sufficient time for other professional activities.

### **1. Factors in Determining Compensation Differentials**

When considering additional duties and compensation with respect to a supplemental contract for differential assignments, the following criteria will be considered.

- a. Time
  - i. Total hours (Before/After School, Evenings)
  - ii. Vacation Hours (Summer, Winter Break, Spring Break, Weekends)
  - iii. Number of Weeks
- b. Size
  - i. Number of Students involved
  - ii. Number of staff to be directed
- c. Responsibility
  - i. Number of public performances/public events
  - ii. Annual Budget
  - iii. Value of Equipment
  - iv. Health/Safety Risk of Students Involved

In the spring of 2001, and every three years thereafter (2004, 2007, etc.), all coaches and student activity advisors will report, on a form provided by the Superintendent's Office, data necessary to re-evaluate the differential schedule using the above criteria. Any changes resulting from this re-evaluation will be shared with the Kent Education Association President prior to presentation to the Board of Education.

There will be no adjustments in differentials except at the time of re-evaluation.

Consideration of the establishment of a new differential, temporary or continuing, will require submission of a written request to the Superintendent's Office, completion of the

**B. ADDED DUTIES AND DIFFERENTIALS** (continued)

data report, and an administrative review. Upon receipt of the written request, the Superintendent's Office will notify the Kent Education Association President or designee of the request. Prior to presenting a request for a new differential to the Board of Education, the Superintendent will share the proposed recommendation with the Kent Education Association President or designee.

All matters pertaining to extra duty assignments will be directed to the Superintendent's Office.

Effective beginning with the 2010-2011 school year, teachers who remain in the same extracurricular supplemental assignment (i.e., Clubs/Activities, Athletics, Other Athletics) for the following number of years, and are hired for more than 50% of the stipend, shall have their compensation increased by the weighting factors identified below. If the teacher follows a group or team in a cycle of years (e.g., class advisor, middle school volleyball, middle school basketball, etc.), then the Weighting Factor can be applied to the supplemental. If a teacher moves from assistant to head or head to assistant then the previous years of experience will not apply to the Weighting Factor in the new position.

Years of experience in voluntary positions which later become a paid supplemental do not apply to the Weighting Factor.

<u>Years of Experience</u>	<u>Weighting Factor*</u>
(0-3) years	1.00
(4-6) years	1.06
(7-9) years	1.12
(10+) years	1.18

\*Applies to members of the bargaining unit only, and only to the following categories: Clubs/Activities, Athletics, and Other Athletics.

**ADDED DUTIES AND DIFFERENTIALS**

2. Differentials for Added Duties

MAY, 2007  
% of base salary

Academics/Department Chairpersons

Academic Team Leaders – Stanton	.06
Academic Mini-Team Leaders- Stanton	.03
Art Department Chairperson K-8	.06/.10*
Art Department Chairperson 9-12	.06/.10*
Bridges Extra Duties	.15
Career-Technical Chairperson A	.06/.10*
Career-Technical Chairperson B	.06/.10*
Exploratory Team Leaders – Stanton	.03
English Department Chairperson – Roosevelt	.06/.10*
Foreign Language Department Chairperson 7-12	.06/.10*
Grade Level Chairpersons (1 per Grade Level-PreK-5)	.10
Guidance Department Chairperson 9-12	.06/.10*
Guidance Department Chairperson K-8	.06/.10*
Instrumental Music Department Chairperson K-12	.06/.10*
Math Department Chairperson – Roosevelt	.06/.10*
Physical Education Department Chairperson 9-12	.06/.10*
Physical Education Department Chairperson K-8	.06/.10*
Science Department Chairperson - Roosevelt	.06/.10*
Social Studies Department Chairperson – Roosevelt	.06/.10*
Special Education Department Chairperson (7-12)	.06/.10*
Vocal Music Department Chairperson K-8	.06/.10*

\*Based on number of members in department

Band/Music

Assistant Band Director - Roosevelt	.10
Band Director - Roosevelt	.14
Band Director – Stanton	.03
Concert Band Director #1 - Roosevelt	.03
Concert Band Director #2 - Roosevelt	.03
Flag Corps - Roosevelt	.10
Jazz Ensemble - Roosevelt	.05
Choir Director - Stanton	.03
Orchestra Director - Roosevelt	.07
Orchestra Director - Stanton	.03
Vocal Music Program Director-Roosevelt	.10

Clubs/Activities

Academic Challenge/Quiz Bowl Advisor - Roosevelt	.03
After-School Club (1 per Elementary Building)	.025
After-School Club Advisor - Stanton	.02
Athletic Coordinator - Stanton	.12
Booster Club Advisor - Roosevelt	.06
Cheerleader Advisor, Head - Roosevelt	.12
Chess Club Advisor, - Stanton	.02
Cheerleader Advisor, Assistant - Roosevelt	.10
Class Advisor, Freshman - Roosevelt	.02

Clubs/Activities (continued)

Class Advisor, Sophomore - Roosevelt -----	.03
Class Advisor, Sophomore/Concessions – Roosevelt-----	.04
Class Advisor, Junior - Roosevelt-----	.05
Class Advisor, Senior – Roosevelt (with retreat) -----	.06
Drama Director - Stanton-----	.07
Drama Director, Assistant – Stanton -----	.04
Drama Director: Musical Year - Roosevelt-----	.17
Drama Director: Year Without Musical - Roosevelt-----	.15
Drama Director, Assistant - Roosevelt-----	.10
Athletics Faculty Manager- Roosevelt -----	.09
Assistant Athletic Coordinator- Roosevelt -----	.20
Future Problem-Solving Advisor - Roosevelt-----	.03
Homework Club Advisor – Stanton -----	.02
Key Club Advisor – Roosevelt -----	.02
Kiwanis Builders Club Advisor - Stanton -----	.02
Leadership Retreat Advisor – Roosevelt -----	.02
Newspaper Advisor - Roosevelt-----	.08
Newspaper Advisor - Stanton -----	.02
Ohio Model U.N. Advisor – Roosevelt -----	.02
P.A.L.S. Club Advisor - Stanton -----	.02
Panda Advisor - Stanton -----	.05
Peer Mediator Coordinator (1 per Elementary Building) -----	.025
Power of the Pen – Stanton -----	.02
Primary Enrichment Program (1 per Elementary Building) -----	.05
Project Unity Advisor - Roosevelt-----	.04
Prom Advisor - Roosevelt-----	.06
Quest Parenting Program - Stanton -----	.05
Safety Patrol Coordinator (1 per Elementary Building) -----	.025
Sharing Common Ground – Roosevelt -----	.04
Silent Auction Advisor - Roosevelt-----	.04
Speech/Debate Club Advisor - Roosevelt -----	.06
Special Olympics Advisor -----	.02
Student Council Advisor - Stanton -----	.05
Student Council Advisor -Roosevelt-----	.08
Student Advisory Coordinator (1 per Elementary Building) -----	.030
Yearbook Advisor - Roosevelt -----	.10
Zoology Club Advisor – Roosevelt-----	.02

Athletics

**Baseball**

Baseball Coach - Roosevelt -----	.14
Assistant Baseball Coach - Roosevelt -----	.10
Assistant Baseball Coach – Roosevelt -----	.08

**Basketball**

Basketball Coach, Boys’ – Roosevelt -----	.23
Assistant Boys’ Basketball Coach– Roosevelt -----	.16
Basketball Coach, Boys’ Assistant – Roosevelt (JV) -----	.16
Basketball Coach, Boys’ Assistant (9) – Roosevelt -----	.11
Basketball Coach, Girls’ - Roosevelt -----	.23
Assistant Girls’ Basketball Coach - Roosevelt-----	.16
Basketball Coach, Girls’ Assistant – Roosevelt (JV) -----	.16

Athletics (continued)

Basketball Coach, Girls' Assistant (9) – Roosevelt .....	.11
Basketball Coach, Boys' - Stanton.....	.085
Basketball Coach, Girls' – Stanton .....	.085
<b><u>Bowling</u></b>	
Bowling Coach, Head Boys' – Roosevelt .....	.09
Bowling Coach, Head Girls' – Roosevelt .....	.09
<b><u>Cross Country</u></b>	
Cross Country Coach - Roosevelt .....	.14
Cross Country Coach - Stanton .....	.10
Cross Country Coach, Assistant – Roosevelt.....	.10
<b><u>Field Hockey</u></b>	
Field Hockey Coach - Roosevelt .....	.13
Field Hockey Coach, Assistant – Roosevelt .....	.08
<b><u>Football</u></b>	
Football Coach - Roosevelt .....	.25
Football Coach, Assistant - Roosevelt .....	.17
Football Coach, Assistant (9) -Roosevelt .....	.12
Football Coach - Stanton .....	.12
Football Coach, Assistant - Stanton .....	.10
<b><u>Golf</u></b>	
Golf Coach - Roosevelt .....	.11
Golf Coach, Assistant - Roosevelt .....	.07
Golf Coach – Stanton .....	.06
<b><u>Ice Hockey</u></b>	
Ice Hockey Coach - Roosevelt .....	.18
Assistant Ice Hockey Coach - Roosevelt .....	.13
<b><u>Lacrosse</u></b>	
Lacrosse Coach, Boys' –Roosevelt .....	.14
Lacrosse Coach, Boys' Assistant – Roosevelt.....	.10
Lacrosse Coach, Girls' – Roosevelt .....	.14
Lacrosse Coach, Girls' Assistant – Roosevelt.....	.10
Lacrosse Coach, Boys' - Stanton .....	.06
Lacrosse Coach, Girls' - Stanton.....	.06
<b><u>Soccer</u></b>	
Soccer Coach, Boys' - Roosevelt .....	.15
Soccer Coach, Boys' Assistant – Roosevelt .....	.10
Soccer Coach, Girls' - Roosevelt .....	.15
Soccer Coach, Girls' Assistant – Roosevelt.....	.10
Soccer Coach, Boys' – Stanton .....	.08
Soccer Coach, Girls' – Stanton .....	.08
Soccer Coach, Assistant – Stanton.....	.06
<b><u>Softball</u></b>	
Softball Coach - Roosevelt .....	.14
Softball Coach, Assistant - Roosevelt.....	.10
Assistant Softball Coach – Roosevelt.....	.08
<b><u>Swimming</u></b>	
Swimming Coach - Roosevelt .....	.18
Swimming Coach, Assistant - Roosevelt .....	.08
Diving Coach - Roosevelt .....	.03

Athletics (continued)

**Tennis**

Tennis Coach, Boys' -Roosevelt ----- .10  
Tennis Coach, Assistant Boys' – Roosevelt----- .06  
Tennis Coach, Girls' - Roosevelt ----- .10  
Tennis Coach, Assistant Girls' – Roosevelt ----- .06

**Track**

Track Coach, Boys' and Girls' Roosevelt ----- .16  
Track Coach, Boys' Assistant - Roosevelt ----- .10  
Track/Weight Coach, Boys' Assistant - Roosevelt----- .10  
Track Coach, Girls' Assistant - Roosevelt ----- .10  
Track Coach, Boys' - Stanton ----- .10  
Track Coach, Boys' Assistant - Stanton----- .08  
Track Coach, Girls' - Stanton ----- .10  
Track Coach, Girls' Assistant - Stanton ----- .08

**Volleyball**

Volleyball Coach, Boys' - Roosevelt----- .14  
Volleyball Coach, Boys' Assistant – Roosevelt----- .09  
Volleyball Coach, Girls' - Roosevelt ----- .14  
Volleyball Coach, Girls' Assistant - Roosevelt ----- .09  
Volleyball Coach - Stanton (7<sup>th</sup>) ----- .07  
Volleyball Coach – Stanton (8<sup>th</sup>)----- .07

**Wrestling**

Wrestling Coach - Roosevelt ----- .18  
Wrestling Coach, Assistant - Roosevelt ----- .13  
Wrestling Coach - Stanton ----- .085  
Wrestling Coach, Assistant - Stanton ----- .05

**OTHER ATHLETICS**

Athletic Trainer, Head (Fall) - Roosevelt ----- .10  
Athletic Trainer, Head (Winter) - Roosevelt ----- .06  
Athletic Trainer, Head (Spring) - Roosevelt ----- .06  
Athletic Trainer, Assistant (Fall) - Roosevelt ----- .10  
Athletic Trainer, Assistant (Winter) - Roosevelt ----- .06  
Athletic Trainer, Assistant (Spring) - Roosevelt ----- .05  
Fitness Center Coordinator----- .05

### **C. ADJUSTING SALARY**

When a teacher does not hold a current Ohio certificate/license in his/her assignment by the first scheduled work day of the school calendar, the Treasurer shall reduce the teacher's salary for the new school year to the tutor rate for each day a valid certificate is not on file in the board office or listed as issued by the Ohio Department of Education. For purposes of this provision, a current Ohio certificate/license does not include an Ohio certificate with the word "substitute" on it. This provision does not negate the Superintendent's right under Ohio law to terminate a teacher who does not hold a current Ohio certificate/license in his/her assignment. This provision shall not apply to any teacher who can document that all of his/her obligations regarding certification/licensure have been fulfilled, but whose certificate/license has been delayed through no fault of his/her own.

### **D. ELEMENTARY SPLIT LEVEL CLASSROOM COMPENSATION**

A regular elementary classroom teacher assigned to a split-level classroom shall receive \$1000.00 additional compensation.

### **E. FAIR SHARE FEES**

The Board agrees to automatic payroll deductions of a fair share fee as a condition of employment, of an amount not to exceed the total dues of the Association, from the pay of all members of the bargaining unit who elect not to become members of the Association or who elect not to remain members. This provision of the Agreement is operative only if the Association maintains membership of at least ninety percent (90%) of all bargaining unit members.

No fair share fee deductions shall be made for bargaining unit members until sixty (60) days after initial employment. The Association shall provide the Treasurer's Office with a membership roster annually. Dues, rates, and fair share fee rates shall be transmitted by the Association to the Treasurer for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

The Association shall indemnify/reimburse the Board for any cost, expense, or other liability that the employer might incur as a result of the implementation and/or enforcement of the fair share fee clause.

### **F. MILEAGE REIMBURSEMENT**

Mileage reimbursement for employees on school business will be at the rate established by the Internal Revenue Service. Should the I.R.S. rate change, such change will become effective on the first of the following month. Mileage reimbursement may be allowed to staff members for travel on approved Board business, including attendance at professional meetings.

### **G. MULTIPLE BUILDING ASSIGNMENT STIPEND (Effective beginning 2010-11)**

Staff members assigned to travel one or more times per week to more than one building during the same day shall receive two percent (2%) of the base salary per year. Assigned moves between buildings, beyond one move per day, shall be compensated at the existing mileage rate in accordance with an established mileage chart. Staff members shall submit a mileage reimbursement form at the end of each semester.

Travel time shall be thirty (30) minutes per trip between buildings unless fewer minutes are approved by the teacher; however, travel time between Roosevelt and Stanton may be scheduled for fewer than thirty (30) minutes, based on teacher assignments. Travel time shall not be considered as part of preparation and performance time.

The building where the majority of time is spent shall be considered the teacher's home school for purposes of faculty meetings and evaluation. Individual teachers who travel shall have the option of attending meetings in other assigned buildings. If said teacher opts not to attend those additional meetings, it is the teacher's responsibility to obtain updated information and give any necessary input.

### **H. NATIONAL BOARD CERTIFICATION**

All teachers holding a National Board Certificate will be provided a one-time \$1000 stipend only if the state and/or federal government earmark funds to the district for this stipend.

### **I. PAYROLL DEDUCTION OF DUES**

Without cost to the employee, in accordance with the legal and financial requirements of the Treasurer's Office, and upon written authorization by the employee covered by this Agreement, the Board shall provide payroll deduction for the payment of membership dues to the Kent Education Association. The Board shall be held harmless for any improperly deducted claims which may arise from this procedure.

### **J. PAYROLL DISTRIBUTION**

Salaries will be paid in 26 biweekly payments. In the school years with 27 pay periods, salaries will be paid in 27 biweekly payments. The initial pay shall be calculated at 1/26 of the total pay, except in school years with 27 pay periods, in which case the initial pay shall be calculated at 1/27 of the total pay. Each pay thereafter during the school year shall be 1/26 of the calculated total pay, except in school years with 27 pay periods, in which case each pay thereafter during the school year shall be 1/27 of the calculated total pay.

A teacher who will have twenty (20) or more years of Kent experience by the end of the school year may request a June lump-sum payment of the remainder of his/her contract salary. Such request shall be made in writing to the Treasurer. The Treasurer will distribute request forms in January. The forms must be returned by February 15. Requesting teachers shall receive their lump-sum payments providing the Board is able to meet its fiscal obligations, including lump-sum payments, without borrowing funds. If the requests exceed the total funds available,

selection of teachers to receive a lump-sum payment shall be based on length of teaching service in the Kent Schools.

The Board shall pay all bargaining unit employees by Direct Deposit and shall provide electronic notice of such payment.

**K. RETIREMENT INCENTIVE**

Each full-time certificated employee who elects to retire at the end of the school year in which he/she has completed 30 years of service under the provisions of the appropriate public employees' retirement system, and who, effective for employees newly-hired beginning January 1, 2010, have at the end of the school year accrued the last ten (10) years of consecutive service in the Kent City Schools, shall receive a payment of 42 percent of his/her final annual salary rate. This amount will be decreased for each year of service as follows:

<u>Service Years</u>	<u>Percent of final annual salary rate</u>
31	25
32	20
33	15
34	10
35	5
36 and above	0

The final annual salary rate shall be calculated without extended time or supplemental pay included.

For the purpose of this provision, the calculation and determination of service years shall rest with the discretion of the Board of Education. Service data will be provided by each retiree.

If a certified employee meets the other requirements of this provision and submits her/his written resignation for retirement to the Superintendent prior to March 1 of the school year in which the retirement is being requested, she/he will be entitled to an additional \$5,000.00\*. If a certified employee submits her/his written resignation to the Superintendent between April 1 and May 15 of the school year in which the retirement is being requested, her/his retirement incentive will be reduced by the lesser of \$5000.00 or the amount of the retirement incentive per the chart above. If a certified employee submits her/his resignation after May 15, she/he will not be eligible for a retirement incentive payment.

**L. SALARY DEFERRAL PROGRAM**

The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the salary otherwise payable to such certified employee.

The total salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditure for employees' total annual salary otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's total annual income, said employee's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

The "pick-up" shall be included in the employee's total annual salary for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.

The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void.

#### **M. EXTENDED TIME**

Extended time shall be paid at 2% of the teacher's own salary for each week of extended time. Extended time shall be submitted on a separate time sheet after the time is worked. Approval by the supervisor shall be expedited and payment made as soon as practicable.

## **N. SEVERANCE PAY**

An employee of the Kent City School District, upon service-based retirement from active service under conditions set forth by the respective public employees' retirement system, shall receive:

1. One day severance pay for each four (4) days of accumulated sick leave (up to 168 days' accumulation) for a maximum of 42 days.
2. In addition, one day severance pay for each nine (9) days of accumulated sick leave over 168 days for the next 270 days' accumulation for a maximum of an additional 30 days.
3. This represents a maximum total of 72 severance pay days.

Upon verification of retirement from the State Teachers Retirement System, teachers who elect to retire and meet the requirements of ORC 124.39 shall receive payment in full within thirty (30) days.

Such payment shall be based on the employee's per diem rate of pay in effect at the time of retirement. The per diem rate of pay shall be calculated without extended time or supplemental pay included. Such payment shall be made upon verification of retirement by the appropriate retirement system.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

## **O. SEVERANCE PAY AND RETIREMENT INCENTIVE PAY DEFERRAL PLAN**

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their severance pay and/or retirement incentive pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired employee; and in accordance with the Severance Pay section of this Agreement, such payment shall likewise eliminate all sick leave credit of the retired employee. For purposes of this Section, this arrangement is referred to as the "403(b) Plan".
2. The terms of the 403(b) Plan shall, at a minimum, include the following:
  - a. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:
    - i. The member is entitled to severance pay and/or retirement incentive pay under this Agreement, and
    - ii. The member's last day of employment is after the calendar year the member is age 54.

- b. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan at the time or times otherwise provided for payment of severance pay and/or retirement incentive pay under this Agreement.
  - c. In the calendar year of retirement, or in any other calendar year, the total amount of severance pay and/or retirement incentive pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).
  - d. To the extent that a member's severance pay exceeds the maximum contribution allowable under the 403(b) Plan for any calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. If there is any remaining excess, it shall be paid in cash to the retiring member.
  - e. A member who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.
  - f. If a member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to a Beneficiary of the member in accordance with the terms of the 403(b) Plan provider's contract.
3. Any member who is entitled to severance and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance and/or retirement incentive payments in accordance with this Agreement. The member may elect to defer such payments to a TSA as permitted by law and Board policy.
  4. All contributions under the 403(b) Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a member.

#### **P. SUMMER SCHOOL**

Assignment to summer school positions will be given to applying teachers primarily on the basis of qualification, with experience in and for the Kent City Schools a further consideration. Applicants are entitled to a response in a reasonable length of time, but must recognize that summer school classes are contingent upon sufficient enrollment.

In establishing an initial salary when a teacher is appointed, full credit will be granted for the first five (5) years of outside teaching experience, and one-fourth (1/4) credit will be granted for outside experience in excess of five (5) years. Full credit will be granted for Kent experience of at least 120 days in a school year. No credit will be granted for fractional years of experience

calculated under this formula. Experience for prior summer school teaching will also be counted using this formula.

Summer School Salary Schedule – During and following the 2009-10 School Year

Years of Experience	Hourly Rate
0	\$16.07
1 through 3	\$19.14
4 through 7	\$22.26
8 and over	\$25.49

Summer School Salary Schedule – During and following the 2010-11 School Year

Years of Experience	Hourly Rate
0	\$16.07
1 through 3	\$19.14
4 through 7	\$22.26
8 and over	\$25.49

Summer School Salary Schedule – During and following the 2011-12 School Year

Years of Experience	Hourly Rate
0	\$16.51
1 through 3	\$19.67
4 through 7	\$22.87
8 and over	\$26.19

Summer School Salary Schedule – During and following the 2012-13 School Year

Years of Experience	Hourly Rate
0	\$16.96
1 through 3	\$20.21
4 through 7	\$23.50
8 and over	\$26.91

Summer School salary schedule will increase at the same percentage increase as the beginning base teachers' salary.

In addition to the above summer school salary schedule, the following hourly rate will be paid for summer instrumental music band and strings/orchestra/lessons/performance included in the summer school program: \$23.93 per one hour band and strings/orchestra lesson/performance in 2006. In subsequent years, this rate will increase at the same percentage as the beginning base teacher's salary. This rate shall be applied to any instrumental music teacher with years of experience from no experience (i.e., 0 years experience) to any number of years of experience.

**Q. SUPPLEMENTAL SALARY PAYMENT OPTION**

Each certificated person who is employed under a regular teaching contract and who is granted a supplemental contract for other than extended time duties, shall be paid the supplemental salary in a separate lump-sum payment at the end of the season/activity, with a regularly scheduled salary payment. If the season/activity covers the entire length of the school year the employee has the option of having the supplemental salary paid as two lump-sum payments if the employee notifies the Board by the deadline established by the Board. Under this option, the first payment shall occur with a regularly scheduled salary payment in January. The second lump-sum payment shall occur at the end of the season/activity with a regularly scheduled salary payment.

Upon request of the Treasurer of the Board, the Superintendent or designee shall certify to the Treasurer when the season/activity has ended and when the employee has fulfilled the requirements of the supplemental contract.

**R. EDK TUTORS AS TEACHERS**

Effective January 1, 2010, Extended-Day Kindergarten staff will be compensated on an 80% teacher’s contract for teaching duties conducted Monday, Tuesday, Wednesday, and Thursday. Extended-Day Kindergarten staff will be paid an hourly tutor rate on Friday.

If the Board eliminates the Extended-Day Kindergarten program, the affected Extended-Day Kindergarten staff may apply for any full-time kindergarten positions in the future.

Evaluations for the Extended-Day Kindergarten staff will be conducted according to the teacher evaluation process. Second-semester evaluation procedures from January 1, 2010, will meet requirements for any Board action in April, 2010.

**ARTICLE III. INSURANCE PROGRAM**

**A. COMPREHENSIVE MAJOR MEDICAL**

This plan includes a mandatory hospital pre-admission certification requirement which must be followed to prevent a reduction in benefits payable by the plan. Failure to contact the medical review organization as specified in this pre-admission certification requirement will result in a \$200 reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.

This plan will pay, after satisfaction of the specified deductible amount, the benefit percentage indicated in the schedule of benefits, subject to the specified maximums.

The plan provides for a preferred provider organization (network provider) as recommended by the insurance committee to the board of education.

Overall Lifetime Maximum..... \$2,000,000

Calendar Year Deductible Amount..... Individual \$200  
..... Family \$400

Benefit Percentage (Paid by the Plan)

Network ..... 80% of the Network Provider charge unless specifically noted otherwise  
Non-Network ..... 70% of reasonable and customary charge  
(R&C) unless specifically noted otherwise

Out-of-Pocket Maximum

(Includes copayments and the calendar year deductible amount)

Network

Individual ----- \$750  
Family----- \$1,500

Non-Network

Individual ----- \$1,500  
Family----- \$ 3,000

Benefit Limits & Maximums (subject to Overall Lifetime Maximum)

Spinal Manipulation Treatment ----- \$1,500 per Calendar Year  
Treatment of Infertility ----- 50% Benefit Percentage not  
To exceed \$10,000 per employee and  
Dependent spouse combined; Invitro Fertilization and/or Embryo Transplant  
limited to three cycles  
Screening Colonoscopy ----- Every 5 years beginning at age 50

**B. DENTAL INSURANCE**

Payment for dental expenses, other than those incurred under Preventive Care Service benefits, are subject to the following:

1. The charges must be part of a Dental Treatment Plan which, before the procedures are performed, has been submitted to the insurance company and reviewed and returned to the dentist showing estimated benefits.
2. Submission of a Dental Treatment Plan will not be needed if less than \$300.00 of charges are involved or if there is a dental emergency.
3. \$2000 maximum per year per individual (not including orthodontics) for covered services; \$2,500 maximum lifetime on orthodontics
3. \$50.00 deductible per year per individual; \$100.00 deductible per year per family.
4. Inclusion of dental implants paid at 80% of reasonable and customary charges; subject to annual maximum benefit per individual.

Preventive Care Service benefits shall be as follows:

1. Prophylaxis (cleaning) for children under 14 years (and limited to no more than two treatments in any one calendar year).

2. Prophylaxis (including scaling and polishing) for persons age 14 and over (and limited to no more than two treatments in any one calendar year).
3. Two (2) fluoride treatments in a calendar year.
4. Sealant treatments recommended by a dentist.
5. Space maintainers and their adjustments, limited to initial appliance only (for children under 16).
6. Dental examinations and x-rays (limited to two visits per calendar year).

### **C. FLEXIBLE SPENDING PLAN**

A flexible spending plan will be available for specific eligible expenses (i.e., child care, medical) using pre-tax dollars. Open enrollment for this benefit occurs every November. Employees utilizing the Flexible Spending Plan will have the monthly administrative fee paid for by the board of education.

### **D. INSURANCE COVERAGE OF DEPENDENTS**

For purposes of insurance coverage, a dependent includes an unmarried dependent child from age nineteen to age twenty-five provided the child is a full-time student at an accredited school, college, or university. Proof of full-time student status will be required

If both husband and wife are eligible as an Insured Person, only the one with greater seniority of employment with the Board of Education shall be eligible as an Insured Person for all benefits. That person's spouse shall be eligible as an Insured Person for Life Insurance and Accidental Death and Dismemberment Benefits and as a Dependent for Medical, Dental, Prescription, and Vision Benefits. If the spouse who is the Insured Person for all benefits terminates employment or loses coverage, the remaining spouse, if eligible as an Insured Person (i.e., meets minimum employment contract requirements to be eligible for insurance coverage), will become eligible for all benefits if enrollment is within 31 days of eligibility.

### **E. INSURANCE REVIEW BOARD**

The Superintendent agrees to the formation of a Review Board consisting of two representatives each from Kent Education Association, Ohio Association of Public School Employees, and the Central Office Staff. The purpose of this Board shall be to receive any insurance-related problems that have not been resolved through normal procedures and to present all valid concerns to the insurance company for early resolution.

### **F. LIFE INSURANCE**

Life insurance and accidental death and dismemberment benefit shall be \$40,000. Life insurance and accidental death and dismemberment benefit for full-time employees with 18 years of Kent credit experience shall be \$45,000.

## **G. MENTAL HEALTH AND SUBSTANCE ABUSE**

Benefits payable for all inpatient treatment of mental illness and substance abuse combined are limited to a maximum of 90 days of confinement per covered person.

## **H. PHYSICAL EXAMINATION EXPENSE BENEFIT**

\$300.00 towards a doctor's fee for a complete physical examination and a complete medical history once every two (2) calendar years for each covered employee forty years of age or older. For each covered employee 50 years of age or older, \$300.00 towards a doctor's fee for a complete physical examination and a complete medical history once every calendar year. Expenses incurred for diagnostic services will be subject to the provisions of the Comprehensive Major Medical Plan. The physical examination shall not be scheduled during the working day.

## **I. PREMIUM PAYMENT**

Each employee on a greater than 50% contract shall pay \$199.00 per month for family coverage or \$87.00 per month for single coverage.

These payments shall be made through payroll deduction in bimonthly installments and shall be sheltered from federal and state income taxes as permitted by Section 125 of the Internal Revenue Code.

In the event of an insurance premium increase, if the employee will not be receiving subsequent paychecks to cover the adjustment for the additional premium, then the employee shall pay the premium increase to the Board.

Employees on a 50% contract may purchase the insurance coverage by paying the entire cost. Employees on less than a 50% contract are not eligible to purchase insurance coverage.

## **J. PRESCRIPTION**

The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a thirty (30) day supply of a prescription drug with one refill. Each prescription will be subject to a twenty-five percent (25%) co-pay, with a cap of 25.00 co-pay per prescription.

Prescriptions may be purchased directly from the prescription drug plan provider. Envelopes and a toll-free number will be provided. Covered drugs furnished by the prescription plan provider will be subject to a twenty-five percent (25%) co-pay with a cap of \$25.00 co-pay per prescription for up to a 90-day supply when authorized by the prescriber.

Covered Expenses under the prescription drug plan are limited to "legend drugs" used in the treatment of illness or injury and which are not included on the list of drugs excluded from the drug plan card. "Legend drugs" are those which cannot be dispensed without a prescription.

## **K. VISION INSURANCE**

For the eligible expenses below, vision insurance shall be 50% of reasonable and customary charges, up to a maximum payment of \$200.00, once every two calendar years for each

covered person under age 40 and once every calendar year for each covered person age 40 and over. For the 2006 calendar year, no covered person will be negatively affected by the switch to the calendar year basis from a 24- or a 12-month basis.

Eligible expenses:

- Vision Screening and Analysis
- Frames
- Prescription Lenses
- Single Vision Defect
- Bifocals
- Trifocals
- Lenticulars
- Contacts

#### **L. WAIVER OF INSURANCE**

Any employee eligible for insurance coverage may waive his/her coverage's under the Kent City Schools' insurance plan in exchange for which he/she will receive an annual lump sum salary payment. Such option shall be available to employees on the following basis:

1. Employees must waive all phases of the plan except for life insurance.
2. Employees must show proof of outside medical insurance coverage.
3. Employees must inform the Treasurer's Office in writing by August 15 of each year or, in the case of new employees, within 10 days of the beginning date of employment, of their intention to waive coverage's for the school year. Written notice shall be on a waiver form provided by the Board.
4. The lump-sum salary payment for the waiver, subject to all required payroll deductions, shall be \$1,500.00 (increased to \$1,750.00 beginning with the 2010-11 waiver) for the family plan and \$1,000.00 (increased to \$1,125.00 beginning with the 2010-11 waiver) for the single plan based on 12 months. For a new employee whose period of waiver time is less than 12 months, the lump sum salary payment will be prorated on a monthly basis.
5. Employees and their eligible dependents who re-enroll in the insurance plan during the month of August (the annual open enrollment period) will not be subject to satisfaction of Evidence of Insurability requirements or pre-existing condition limitations. However, new employees who waive coverage at the beginning of employment will be subject to satisfaction of Evidence of Insurability requirements and pre-existing condition limitations the first time they choose to enroll in the insurance plan during the annual open enrollment period.
6. During the school year, an employee may re-enroll in the insurance plan if he/she loses the outside medical insurance coverage because of a divorce, dissolution, or death of a spouse or because the spouse involuntarily loses insurance coverage. These employees and their eligible dependents will not be subject to satisfaction of Evidence of Insurability requirements; however, pre-existing condition limitations will apply. New employees who waived coverage at the beginning of employment, and who lose outside insurance coverage due to these circumstances, will be subject to satisfaction of Evidence of Insurability requirements and pre-existing condition limitations. Proof of

loss of insurance due to these circumstances must be submitted to the Treasurer's Office within 31 days of termination of the outside insurance coverage.

7. The lump sum salary payment for waiver of insurance coverage shall be made to the employee on the first pay date in September after the school year of waiver. However, if the employee's final day of employment is before the end of the school year, or if the employee is granted an unpaid leave of absence (except under the Family and Medical Leave Act) during the school year, or if re-enrollment occurs under Item #6 above, the employee will not receive the lump sum salary payment for waiver of insurance coverage.
8. If both husband and wife are eligible as an Insured Person, only the one with lesser seniority of employment with the Board of Education shall be eligible for the lump sum salary payment for waiver of insurance, provided that both spouses are represented by the Kent Education Association.

#### **M. WELL CHILD CARE**

Well Child care from birth to age one shall be \$1000 per calendar year. Well Child care from age one to age twelve shall be \$350.00 per calendar year.

#### **N. WELLNESS SCREENING**

An annual wellness screening (including a complete blood analysis, blood pressure check and medical questionnaire) will be offered at no cost to the covered employee and/or covered Dependent spouse. Individual results will be kept confidential, with only aggregate results released to the Board.

#### **O. SCHOOL EMPLOYEES HEALTH CARE BOARD**

The Insurance Program shall comply with ORC 9.901, including any best practices promulgated by the School Employees Health Care Board.

### **ARTICLE IV. ABSENCES FROM WORK**

#### **A. ADOPTION LEAVE**

With the approval of the Superintendent, a member of the bargaining unit will be paid for the work days which are within the six weeks immediately successive to the adoption date of a child who is under the age of eighteen (18) and new to the family unit. If such a leave is approved and used, it shall be counted toward the member's entitlement to unpaid leave under the federal Family and Medical Leave Act of 1993 ("FMLA"), if any such entitlement exists. Such a leave shall also be deducted from the member's accumulated sick leave.

Upon the recommendation of the Superintendent, an extended leave of absence for adoption may be granted by the Board of Education in accordance with the Leave of Absence (Extended Time) provisions of this agreement.

## **B. ASSAULT LEAVE**

Any employee who is physically assaulted by a non-employee while performing assigned duties shall be granted a paid leave of absence for the period designated by the employee's licensed physician, not to exceed fifteen (15) school days, and said days shall not be deducted from Sick Leave. If an employee assaults another employee, assault leave as outlined above may be granted by the Superintendent. If additional days are needed, based upon the statement by the licensed physician, additional absence will be deducted from the employee's Sick Leave.

For receipt of Assault Leave, the employee shall do the following:

1. Report the incident to the building principal by completing the assault report form as soon as possible, and the application for assault leave is to be filed within five (5) school days of the alleged assault; or if hospitalized, within five (5) school days after release.
2. File a police report and cooperate with the legal authorities in any prosecution.
3. Obtain medical attention and secure a certificate from a licensed physician stating the nature of the disability and its duration.

## **C. CAREER CHANGE LEAVE**

A certified staff member with not less than ten (10) nor more than twenty-five (25) years STRS experience who wishes to undertake employment and/or training in a new career other than education, K-12, may request a one-time career change leave of absence.

Staff members desiring a career change leave at the end of the school year shall submit a written request to the Superintendent's Office between January 1 and April 1 inclusive.

A career change leave of absence may be granted for one school year and may not be renewed. The leave must commence at the beginning of the school year and terminate at the end of the school year. Notice to return must be received in writing by July 10 in the year of the leave. Failure to provide such notice will be deemed a resignation of employment. A tenured teacher on a career change leave may request an appointment to discuss his/her returning assignment preference prior to an assignment being made.

During the one-year leave of absence, the applicant will not accrue sick leave credit, salary schedule credit, or continuous service credit, and will not be entitled to salary or fringe benefits. However, the applicant may choose to keep his/her insurance coverage by reimbursing the Board of Education for maintaining coverage. The Board shall not be obligated to purchase retirement credit for the period of the career change leave.

No more than two (2) staff members shall be granted a career change leave at any one time. Granting of this leave shall be based on seniority as determined by Kent credit experience.

## **D. JURY DUTY**

When a jury summons is received, the building principal shall be notified immediately. Dates and possible duration of absences shall be discussed so that the principal can arrange for substitutes as appropriate.

Upon written verification of attendance, the Board of Education shall pay the employee their regular per diem rate for each day or partial day of jury duty served during a regularly scheduled work day. Money paid to the employee by the court shall be retained by the employee and used to cover their personal expenses incurred during jury duty.

#### **E. LEAVE OF ABSENCE (EXTENDED TIME)**

1. Upon the recommendation of the Superintendent, an extended leave of absence may be granted by the Board of Education:
  - a. because of personal illness or illness within the immediate family,
  - b. for purposes of study, or
  - c. for other just and sufficient cause.
2. Except for personal illness and illness within the immediate family, a leave of absence will not be requested until after two years' service in the school system. In the case of Family Medical Leave Act (FMLA), the employee must have worked at least 1,250 hours over the previous 12 months. An extended leave of absence may be granted up to one full school year, and may be renewed for not more than one additional year. No more than two years' extended leave will be granted within a five-year period.
3. If the administration expects the employee's extended leave of absence to continue through the end of the school year, on or before March 1 a request for a letter of intent for the following school year shall be sent by certified mail to the employee's residential address on file in the district office. The employee shall submit the letter of intent by certified mail to be received no later than April 1 and will indicate one of the following options:
  - a. a commitment to return to work next school year,
  - b. a request for an extension of a leave of absence, or
  - c. a letter of resignation.
4. If the letter of intent is not received by the district office on or before April 1, the employee's contract may be nonrenewed/suspended and his/her position filled.
5. During this period of absence, the applicant will not accrue sick leave credit and will not be entitled to salary or fringe benefits. However, the applicant may choose to keep his/her already awarded, pre-existing insurance in effect by reimbursing the Board of Education for maintaining coverage.
6. Applications for an extended leave of absence will be submitted to the superintendent, except in an emergency, at least thirty (30) days prior to the beginning of such leave. The application will contain a date on which the leave is to commence, and if less than the remainder of a school year, the expected date of return to service. Except at the request of the Superintendent, such date of return to service will be at the beginning of a grading period.
7. Tenured teachers on leave of absence may request an appointment to discuss their returning assignment preferences prior to an assignment being made.
8. When an eligible employee submits a written request for an extended leave of absence for circumstances covered by the federal Family and Medical Leave Act of 1993 ("FMLA"), such request shall be considered a request for leave pursuant to the FMLA. Such request must be granted if the employee is entitled to take FMLA leave, but only to the extent that the FMLA requires such leave to be granted. Such leave shall then be counted toward the amount of unpaid leave to which the employee is entitled by virtue of the FMLA. When an extended leave of absence is requested for a circumstance that is covered by the FMLA, the FMLA's employee notice/application provisions shall control

over conflicting provisions in this section. When a request for an extended leave of absence is granted because it is required by the FMLA, the FMLA's eligibility, maintenance-of-health-benefits, and restoration-to-employment provisions shall control over conflicting provisions in this section, but these FMLA provisions shall control only during the FMLA-required portion of such leave. In addition to the request for an extended leave of absence made by an employee, the absence of an employee for twenty (20) consecutive workdays or for twenty (20) work days during a period of forty (40) consecutive work days shall be treated as FMLA Leave if the reason for the absence is a qualifying reason under the FMLA.

- a. The "12-month period" for purposes of the FMLA shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave, except that such measure may not extend back before December 31, 1993.
- b. If an eligible employee has accrued some type of paid leave, such paid leave shall be substituted for unpaid FMLA leave in the following order:
  - i. If accrued, sick leave shall be substituted for unpaid FMLA leave taken because of the employee's own serious health condition or to care for a family member with a serious health condition.
  - ii. If accrued, personal leave shall be substituted for unpaid FMLA leave taken because of the employee's own serious health condition or to care for a family member with a serious health condition.
- c. When paid leave is substituted for unpaid FMLA leave, as provided for above, the paid leave shall be counted toward the employee's entitlement to unpaid leave under FMLA, if any such entitlement exists.
- d. An employee returning from FMLA leave shall be restored to a position for which he/she is properly certificated and that provides pay, benefits, and other terms and conditions of employment that are equivalent to the position that the employee held prior to taking the FMLA leave.
- e. If an eligible instructional employee requests intermittent or reduced schedule FMLA leave to care for a family member with a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to choose either to:
  - i. Take leave for a block or blocks of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed; or
  - ii. Temporarily transfer to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
- f. Unpaid FMLA leave will not interrupt continuous service for seniority credit, but will not be counted in the total years for such continuous service.

## **F. LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT**

A certified staff member with not less than ten (10) nor more than twenty-five (25) years STRS experience who wishes to undertake a leave of absence for professional improvement may request a one-time leave for professional improvement for one semester or one school year. Staff members desiring such leave at the end of the school year shall submit a written request to the Superintendent's Office between January 1 and April 1 inclusive.

The teacher shall submit a written request to the Superintendent for approval, a plan for professional growth prior to such a grant permission, and at the conclusion of the leave provide evidence that the plan was followed. The staff member must agree to return to a position in the Kent City Schools at the end of the leave for a period of at least two years.

A leave of absence for professional improvement with or without part pay will not be granted unless there is available a satisfactory replacement, nor will such leaves be granted to more than two (2) certificated staff members at any one time. The decision to grant a leave of absence for professional improvement and to approve with or without part pay will be entirely at the Superintendent's discretion; and the Superintendent's decision will be final, will not be grievable, and will not be based on past decisions or will not become a precedent for future requests.

If the Superintendent approves a leave for professional improvement with part pay, the part pay may not exceed the difference between the replacement's pay and the staff member's expected salary, nor may the leave be longer than one school year. If the salary level of the replacement teacher exceeds that of the staff member taking the leave, no part pay shall be paid. The replacement is defined as the person who most closely fills the assignment left vacant by the member requesting the leave. If the vacant position is not filled, the maximum payment will not exceed the difference between the salary of the member requesting the leave and the BA/Step 0 salary.

A leave of absence for professional improvement may be granted for one semester or one school year and may not be renewed. The leave must commence at the beginning of a semester and terminate at the end of a semester. A tenured teacher on a professional improvement leave may request an appointment to discuss his/her returning assignment preference prior to an assignment being made.

During the leave of absence, the applicant will not accrue sick leave credit, salary schedule credit, or continuous service credit. The applicant may choose to keep his/her insurance coverage by reimbursing the Board of Education for maintaining coverage. The Board shall not be obligated to purchase retirement credit for the period of such leave.

No more than two (2) staff members shall be granted a leave of absence for professional improvement at any one time.

## **G. PERSONAL LEAVE (Effective beginning 2010-11)**

Three days' leave without deduction from pay and not chargeable to accumulated sick leave may be granted for personal reasons with the approval of the Superintendent.

Personal leave days will be considered for approval under the following categories (#1-#16)

1. Religious observance
2. Court appearance
3. Death of a relative or close friend (not covered by sick leave)
4. Wedding of the employee or a member of the immediate family or participation as the member of a wedding party
5. College visitation with employee's son or daughter who is a junior or senior for the purpose of college admission
6. Graduation of the employee or a member of the immediate family
7. Moving son/daughter in/out of college
8. Employee moving to new residence
9. Retirement planning appointment for employee/spouse with the appropriate retirement system
10. Assisted living or nursing facility visit for the purpose of placement of a member of the immediate family
11. Estate closure of immediate family member
- \*12. Important business transaction
- \*13. Travel complications beyond the control of the individual
- \*14. Unforeseen personal emergency
- \*15. Chaperoning field trip of son/daughter or attending special event or conference of school-age son/daughter
16. No reason (two days only). Cannot be taken before October 1 or after April 30.

\*Additional reasons to be specified

If the employee has not used two (2) no-reason days, the Superintendent shall grant a fourth personal leave day for categories (#1-#16) after the employee has met with the Superintendent. A fourth personal leave day granted to the teacher by the Superintendent shall result in the elimination of one of the teacher's accumulated sick leave days.

A maximum of three days of unused personal leave will be converted to sick leave on a one-to-one basis at the end of each school year, unless the employee has used two (2) no-reason days. In which case, no days will be converted to sick leave.

#### **H. PROFESSIONAL LEAVE GUIDELINES**

1. Teachers may be granted leave to attend educational conferences, meetings, and workshops, where attendance is felt to be beneficial to the teacher, the school, and the community. Permission to attend these meetings must be secured from the Superintendent/Assistant Superintendent as far in advance of the meeting as possible. Requests must be submitted on forms available at each building.

All fees and costs associated with a conference/workshop/professional meeting (except for the cost of the substitute) shall be paid for by the teacher if s/he indicates to the Superintendent that the CEU's (or their equivalent) and/or graduate credit intend to be applied toward certification/licensure/salary increases.

2. The following steps must be completed when applying to attend a professional meeting:
  - a. Submission of application to the building principal.
  - b. Coordination of requests by the building principal.

- c. After the building principal has made a written recommendation on the application form, the application will be forwarded to the Superintendent or designee for final action at least three work days before the meeting date.
3. Trips shall be rotated in the department or grade level, when deemed necessary by the department chairperson, when applicable, and the building principal.
  4. Limitations shall be placed on the following:
    - a. Expenses-a maximum amount shall be set annually by mutual agreement of the Superintendent and KEA President for lodging and meals. When possible, travel and lodging expenses shall be shared. Meals will be reimbursed only if the approved professional leave trip includes overnight travel.
    - b. Out-of-state meetings – Upon recommendation of the building principal, out-of-state meetings will be considered if:
      - i. current membership in the organization sponsoring the meeting can be verified. Such verification must accompany the professional meeting request form.
      - ii. conference is not sponsored by an organization offering membership to teachers but is professionally justified.
      - iii. a maximum allocation of two percent (2%) of the base salary will be allotted for each out-of-state trip.
  5. Number of days per person - The total number of days granted in one school year shall not exceed six (6), with the exception of the following:
    - a. Applicants who are officers of professional organizations
    - b. Applicants who are scheduled to present in the program
    - c. Discretion of the Superintendent or designee to request personnel to attend professional meetings, etc.
    - d. Applicant to attend local or nearby meetings where expense is minimal.
  6. A staff member who requests professional leave on a day when local staff inservice is scheduled must submit the request at least 30 days before scheduled inservice. The Superintendent or designee may approve or reject such a request based on the program plans of the district for that day.
  7. It is the responsibility of the building administrators to follow district procedures to seek substitute coverage for staff members on approved leave for professional development.

#### **I. RELEASED TIME, KEA PRESIDENT**

The Board of Education agrees to provide released time for the President of the Kent Education Association of not less than fifty (50) minutes daily. The KEA may choose to provide up to an additional fifty (50) minutes of released time daily by reimbursing the Board for the actual cost as determined by the Board. Such released time is to be contingent upon the availability of a fully qualified person to carry out the President's instructional assignment.

The actual schedule of released time will be determined annually through consultation between the Kent Education Association and the Board of Education or its representative.

## **J. SICK LEAVE**

Employees earn sick leave credit at a rate of 1¼ days of sick leave per month.<sup>1</sup> Sick leave credit is awarded at the end of each month of service with unlimited accumulation. Maximum use in any one school year is limited to 184 days. A first-year teacher is advanced five (5) days of sick leave from July through October, until the employee has actually earned the five (5) days.

Employees are authorized to use sick leave upon the approval of the Superintendent for absence due to personal illness or injury; disability due to pregnancy; exposure to contagious disease which can be communicated to other employees or to school children; and to illness, injury, or death in the employee's immediate family; or dentist's or doctor's appointment which could not be scheduled after work hours. Additionally, sick leave may be used when presence of the employee is required for care of spouse in the event of illness, including disability due to pregnancy.

Immediate family as referred to above shall include: husband, wife, children, and any other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; grandchildren; father-in-law and mother-in-law. All absences for the above reasons shall be chargeable to the employee's earned sick leave credit.

The Superintendent may require a statement from the family physician (i.e. M.D. or D.O) if absence is frequent, or for an extended period of time, or regularly before or after a weekend or holiday.

Sick leave shall be utilized in increments of not less than one-half (1/2) day of sick leave whenever an employee must leave his/her assigned building during the employee's scheduled work day for any reason that qualifies for sick leave.

## **K. SICK LEAVE BANK**

Kent City Schools will establish a Sick Leave Bank to provide for paid sick leave for absence that exceeds the amount of sick leave days accumulated by the employee. Any member of the certified staff may voluntarily donate one (1) accumulated, unused sick day to the Sick Leave Bank. Each certified employee who chooses to donate shall notify the Board Treasurer in writing. The Treasurer is then authorized to reduce by one day that employee's accumulated unused sick leave total. A member must have contributed to the sick leave bank to be able to utilize this benefit. In their first year of teaching, newly hired teachers will be offered the opportunity to contribute to the sick leave bank; otherwise, contributions may be made only upon district-wide request of the Superintendent and KEA President. Tutors may voluntarily participate in the sick leave bank, although their participation does not construe recognition or representation by the Kent Education Association for any other purposes under the provisions of this agreement.

If a member is absent due to catastrophic personal illness/injury, and if the member has exhausted all of his/her accumulated sick leave, the member could request to draw up to twenty days per school year from the Sick Leave Bank. If a member has two full years of service in the Kent City Schools, she may request up to a lifetime maximum of ten days for maternity leave.

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<sup>1</sup>Ohio Revised Code 3319.141

All Sick Leave Bank days must be approved by the Superintendent and the KEA President; their decision will be final, will not be grievable, and will not be based on past decisions or will not become a precedent for future requests.

When the Sick Leave Bank is reduced to 20 days or less due to utilization by members, a “new cycle” of donating one (1) accumulated, unused sick day to the Sick Leave Bank begins. A member must have contributed a day in the “new cycle” in order to be able to utilize this benefit. If the member has less than 20 days accumulated and has less than 3 years of total experience (in Kent or outside of Kent) and has previously donated a day in Kent, then that member will be exempt from donating into the “new cycle.” The Treasurer will notify the Superintendent and Kent Education Association President when they must issue a request for additional days.

## **ARTICLE V. PERSONNEL: APPOINTMENTS, ASSIGNMENTS AND TRANSFERS**

### **A. NOTIFICATION OF ASSIGNMENT**

Each year, full-time certificated staff members under contract shall be notified in writing of tentative building, grade level, and/or subject assignments by the final records day. After said date, as additional staff is hired, assignments will be given as soon as practicable. If, after receipt of notice of assignment, conditions dictate an assignment change, the teacher/teachers involved shall be notified of the change as soon as practicable.

Part-time certificated staff shall be notified of the minimum tentative percentage of contracted time for the next school year by the final records day. This percentage may change from time to time based upon changes in circumstances. If there is a change in the percentage, the part-time teacher(s) will be notified of the change as soon as practicable.

If desired, the teacher(s) may request a conference with the appropriate Central Office administrator(s) to discuss the assignment or percentage change. The KEA President or designee will also be notified of the changes.

### **B. ALL SUPPLEMENTAL POSTINGS**

All Supplemental positions will be posted the Monday after the regular April board meeting, unless an opening occurs at another time during the year.

### **C. NEW TEACHER EMPLOYMENT**

Subject to ratification and/or approval by the Board of Education, any new teacher hired on a teacher contract will be placed on the salary schedule and will receive salary and benefits beginning with his/her first day of professional responsibility. The Board reserves the right to afford the new teacher the opportunity to observe and participate in the classroom setting prior to assuming classroom responsibilities. The new teacher will be compensated as a substitute for his/her transition time.

In establishing a salary when a teacher is appointed, full credit will be granted for the first ten (10) years of teaching experience, and one-half (1/2) credit will be granted for experience in excess of ten (10) years. Full credit will be granted for Kent experience of at least 120 days in a school year. No credit will be granted for fractional years of experience calculated under this formula.

#### **D. POSTING/TRANSFER PROCEDURES**

As openings occur during the school year, they shall be posted in each school building and listed in the Superintendent's weekly bulletin. As openings occur after the end of the school year, notice of such openings shall be placed on the District's Web site for 5 days. Written notification of said openings shall be sent to the KEA president within two days of the web site postings.

As openings occur within two weeks prior to the start of school, the length of time said positions are posted on the District's Web site shall be jointly determined by the KEA President and Board Designee.

By March 1, the district office shall send out an intent form to all certificated staff members to be returned by March 15. A teacher submitting such a transfer request shall be granted an appointment with the appropriate Central Office administrator to discuss said request.

By April 15, the district office shall consolidate the intent forms into a file which shall remain with the appropriate Central Office administrator.

In May, the district office shall review known openings and potential transfers (e.g., retirements, etc.)

In May, principals shall determine need for transfers.

In May, transfers within buildings may be filled.

After a conference with the teacher, at which time all viable options are discussed, the district office may transfer the teacher. Within two weeks after notification of the assignment, the teacher may request a follow up conference with the superintendent or designee. The teacher may be accompanied by a KEA representative. At this follow-up conference, the decision will be reviewed and may be reconsidered.

The following procedures will apply for openings posted prior to the last teacher work day of the board adopted school calendar:

1. All certified personnel, employed under a regular teaching contract, who have requested a transfer through the district intent form, shall be interviewed, along with selected outside candidates, for openings in which s/he has indicated an interest and for which s/he is certified.
2. All certified personnel, employed under regular teaching contract, who respond to postings, shall be interviewed for position(s) prior to hiring new personnel. Teachers regularly employed as part-time classroom teachers who apply will be interviewed for full-time vacancies or vacancies with greater employment time than their current position.
3. Any certified personnel who did not indicate a desire for a transfer on the district intent form must respond in writing to a posting to the appropriate Central Office administrator.

For openings that are posted after the last teacher work day of the board adopted school calendar, staff interested in such positions are to contact the personnel office and submit a written request to be considered for said openings.

The following criteria, in no priority order, shall be considered when transfers are deemed necessary:

1. seniority\*
2. teacher's area of competence
3. major and/or minor fields of study
4. certification
5. quality of teaching performance based on accumulated evaluations
6. peer relationships/suitability with department or grade level
7. personality suitable for setting/students

These criteria, together with student needs, instructional requirements, staff availability, and economic considerations, shall determine teacher placement. When all criteria are deemed equal, seniority shall be the deciding factor.

All positions, as determined by the board, shall be filled as soon as practicable.

Staff members may be invited to participate in the interview process. It is understood that the ultimate decision shall rest with the appropriate administrators.

The district office shall notify candidates of the final decision as soon as is practicable.

\*\*Note: Seniority means total continuous (i.e., a teacher will not have resigned and returned) teaching years in Kent Schools.

## **E. CLASS SIZE**

The Association, the Administration, and the Board of Education recognize that pupil-teacher ratio and class load are an important aspect of any effective educational program. The Board, the Administration, and the Association therefore agree that:

1. Assignment of pupils to buildings and classrooms is the statutory responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, educational or curricular considerations, and other factors the Superintendent determines necessary. District-wide pupil-teacher ratios will be at least in compliance with minimum statutory requirements.
2. Maximum limits for teacher load and class size should take into account the variety of teaching/learning styles necessary for high quality instruction in each of the various subject fields and/or grade levels. When placement of a special education student in a regular classroom is being considered, the potential classroom teachers will be invited to participate as members of the IEP team. As IEP's dictate, appropriate special education support services will be available.
3. In compliance with State guidelines (OAC 3301-35-03), the ratio of teachers to pupils on a district wide basis shall be at least one full-time equivalent classroom teacher per

twenty-five pupils in average daily membership. The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership.

4. Class sizes at all buildings should be as balanced as practicable.
5. Each teacher is encouraged to report special problems, situations, or ideas to the building principal. If necessary, the teacher may then request a conference with the appropriate Central Office administrators. The Superintendent will consider such reports when making his/her decision.

#### **F. CORRECTIVE ACTION PROCEDURES**

1. In the event of an infraction by a bargaining unit member of the Board Policy Book, Faculty Handbook, or the collective bargaining agreement, and if such infraction is deemed unprofessional or an act of insubordination, it shall be the practice of the Board to apply these procedures, statutes of the state, and the regulations of the district with equal consideration to each bargaining unit member.
2. No bargaining unit member shall be disciplined without just cause.
3. Disciplinary action shall consist of five (5) progressive steps and shall only be for just cause. It is understood that some acts or the severity of the act itself may warrant an immediate suspension beginning at Step 3, as listed below.

First Step: A conference to discuss the infraction or behavior in question between the bargaining unit member and the member's building administrator. The member may request KEA representation at this conference. This conference shall be private and confidential.

Second Step: A letter of reprimand placed in the member's personnel file. The member shall have the right to submit a written rebuttal to any written reprimand placed in the personnel file. This rebuttal shall be attached to the written reprimand

Third Step: Suspension of up to three (3) work days with or without pay.

Fourth Step: Suspension of up to twelve (12) work days with or without pay.

Fifth Step: Indefinite term of suspension with or without pay

4. Records of discipline at Steps 2 or 3 will be removed from the bargaining unit member's personnel file 2 years after being imposed. Such written records shall be destroyed in accordance with law and the original given to the bargaining unit member.
5. The bargaining unit member has the right to begin the Grievance Procedure as outlined in this Negotiated Agreement at any time during this Disciplinary Procedure.

#### **G. ELEMENTARY SPECIAL AREA PREPARATION AND PERFORMANCE TIME (Effective beginning 2010-11)**

Music, physical education and library class/duty loads shall not exceed forty-five 30 minute classes/duties per week. For calculation purposes, any music or physical education teacher who is less than 100% shall have his/her percentage based on 45 classes per week. For the

music and physical education teachers who are hired as the K-8 Department chairs, one of those 45 classes a week will be set aside as departmental coordination time.

Any K-8 Department Chairperson shall have one class/duty set aside as departmental coordination time.

A full-time assignment for art teachers shall consist of 31, forty-five minute classes/duties per week. For calculation purposes any art teacher who is less than 100% shall have his/her percentage based on 31 classes per week. Every effort should be made to have classes distributed as evenly as possible throughout the week.

Classes shall be arranged to allow for a five minute transition between classes when possible. The first class may begin five minutes after school begins and the last class will end at least five minutes prior to the end of the day.

The Superintendent or designee will design elementary special area teacher schedules that may require travel between buildings. When travel between buildings is required during the school day for elementary special area teachers, one 30-minute period shall be allotted for the necessary travel. Each travel period shall be counted as a teaching period for salary calculation purposes for elementary special area teachers.

A full time assignment for art teachers shall consist of 30, forty-five minute classes/duties per week.

When an elementary special area (art, music, physical education, library/ media) performance, approved by the principal, (i.e. Holiday Music Concert, building-wide Art Show, Spring Music Concert) takes place during the school year, the special area instructor shall be paid up to ½ day at the curriculum study rate for additional time worked in preparation for the performance.

If any special area instructor has multiple building assignments, he/she shall be given the option of one additional work day, at the end of the year, at the curriculum study rate to complete end-of-the-year responsibilities.

## **H. EVALUATION**

A committee appointed jointly by the Superintendent and the KEA President will, at the request of either the KEA President or the Superintendent, review and may propose modifications in the teacher evaluation procedure every four years starting 2004-2005. Any proposed modifications in the evaluation procedure will be submitted by the committee to the Superintendent and the KEA President for review and assessment.

The KEA and the Board agree that the teacher observation and evaluation procedures developed under this provision shall exclusively govern the observation and evaluation of the members of the bargaining unit represented by the KEA and shall supersede the observation and evaluation procedures contained in and referenced in Ohio Revised Code Sections 3319.11, 3319.111, and 3319.16.

Regularly scheduled evaluations shall be written by the principal or assistant principal in the teacher's home school with input from the other building principal(s).

Teachers hired after November 15 may be nonrenewed without completion of an entire evaluation cycle in the first and second semester.

## **I. PREPARATION AND PERFORMANCE TIME**

Realizing that the time requirements vary among all instructional levels and that preparation and performance demands vary according to assignment, elementary and secondary teachers shall be afforded preparation time consistent with the educational organization of the building. In compliance with OAC 3301-35-03, the schedule for each full-time equivalent classroom teacher who is assigned to a school with a teacher day of six hours or longer, exclusive of the lunch period, shall include at least 200 minutes per week for planning, evaluation, and conferences.

Teachers will use conference period in study, lesson preparation, library use, student or parent conference, department and/or team meetings, tutoring, or other school-related work activities. The secondary principals shall schedule split duty assignments when possible. Without disrupting the special area teachers' schedules, the elementary building principals shall attempt, but not guarantee, to schedule special subjects giving the classroom teacher a planning/preparation conference period each day.

When practicable, teachers shall be given prior day's notice of a conference initiated by the building principal.

When elementary assemblies occur during special class periods, the special area instructor shall supervise the students in his/her class during this assembly, unless the principal deems otherwise.

If approved by the Ohio Department of Education, one early release day shall be used by elementary teachers for preparation and record keeping.

On a case-by-case basis, the Superintendent may approve release days for Intervention Specialists to develop and write IEPs based on case load and/or compliance deadlines, not to exceed the equivalent of two school days per year per teacher.

## **J. PREVIOUSLY RETIRED TEACHER (PRT)**

1. The Board may, under appropriate circumstances, find it necessary to fill one or more certificated bargaining unit vacancies with a previously retired applicant (i.e. a person retired from any school district in Ohio, including the Kent City School District.). Such applicants will be known as previously retired teachers (PRT). The following conditions shall apply:
  - a. PRT's shall be bound by all terms of the bargaining unit contract in effect at the time of their employment, except for those specifically exempted by this section.
  - b. For the purposes of salary placement, a PRT will be credited with all earned training/education, up to and including a Masters Degree, and shall be granted five (5) years service credit upon re-employment. For contract purposes, a PRT shall be considered a new employee.
  - c. PRT's 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. No performance evaluations shall be required.

- d. With Board approval, PRT's may be re-employed from year to year under limitations described above. Each subsequent consecutive year of re-employment as a PRT will not be granted additional service on the salary schedule.
- e. For purposes of reduction in staff, any positions held by PRT's in such areas to be reduced shall be the first positions to be eliminated and PRT's will not be eligible for recall. PRT's will not accrue any seniority, nor shall they be eligible for continuing contract status.
- f. PRT's shall not be eligible to participate in a contractual retirement incentive program, or for severance pay upon separation from employment.
- g. PRT's shall not be eligible to purchase health and life insurance benefits offered by the Board to its regular certificated employees, nor shall they be eligible for any insurance waiver payment.
- h. Any Kent City Schools retirement incentive payment for which the previously retired teacher is eligible upon initial retirement from the Kent City School District may be paid, at the Superintendent's discretion, in two (2) annual installments.
- i. A PRT may be hired only when the Board determines that an equally qualified candidate has not applied for the vacancy.
- j. Unless mutually agreed upon by the Superintendent and KEA President, the total number of PRT's hired each year shall not exceed 2% of the previous year's total number of certified staff.

**K. SUBSTITUTE COVERAGE**

In the event a regular or special subject matter teacher (including art, Library, music, physical education, LD, or vocational) is absent, the building principal will make every effort to fill that vacancy with a substitute teacher.

If a substitute cannot be found, the building principal may call on certified staff members to assist. Those who are asked to teach or supervise a classroom during their planning/preparation period shall have the option of accepting or postponing such an assignment if acceptance is impracticable. Assignments will be rotated among certified staff members whenever possible.

Certified staff members who have agreed to cover a class during a planning/preparation period shall do so up to one time per year without compensation. On the second coverage per year, and each coverage thereafter, the teacher will be compensated at the highest current tutor rate according to the following schedule:

up to 30 minutes	50% of tutor rate
31 - 45 minutes	75% of tutor rate
46 - 60 minutes	100% of tutor rate

Payments shall be made at a regularly scheduled pay period within 30 days after time sheet is submitted to Treasurer's Office.

## **L. TENURE ELIGIBILITY/CONTINUING CONTRACT STATUS**

Effective July 1, 2010, in order to be considered for continuing contract status for the following school year, a teacher must have a professional teaching certificate or license on file in the Board of Education office or written verification from the State Department of Certification of forthcoming certification/license by April 1.

The teacher must have at least three (3) years teaching experience in the Kent City Schools during the five (5) previous years or two (2) years teaching experience in the Kent City Schools if a continuing contract was attained in another public school district.

The teacher must apply in writing for continuing contract/tenure status to the Superintendent by September 30.

At the time of application for continuing contract/tenure status, the teacher must have completed the applicable one of the following requirements of Ohio Revised Code 3319.08:

1. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate or license, thirty (30) semester hours of course work in the area of certification or licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

or

2. If a teacher held a master's degree at the time of initially receiving a teacher's certificate or license, six (6) semester hours of graduate coursework in the area of certification or licensure in an area related to the teaching field since the initial issuance of such certificate or license.

If the teacher never held a teacher's certificate and is/was initially issued an educator license on or after January 1, 2011 (HB1/ORC 3319.08)

1. The teacher will need to hold a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the O.R.C.

And

2. The teacher has held an educator license for at least seven (7) years. (O.R.C. 3319.08)
3. The teacher must have completed the applicable one of the following requirements of Ohio Revised Code 3319.08:
  - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate or license, thirty (30) semester hours of course work in the area of certification or licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

or

- b. If a teacher held a master's degree at the time of initially receiving a teacher's certificate or license, six (6) semester hours of graduate coursework in the area of certification or licensure in an area related to the teaching field since the initial issuance of such certificate or license.

The teacher will participate in a full cycle of four observations/two evaluations during the year of application.

At the end of the application/evaluation year, the teacher at the recommendation of the Superintendent and the sole discretion of the Board may be:

1. Granted continuing contract/tenure status, or
2. Placed on a one-year limited contract, or
3. Nonrenewed.

At the end of that one-year limited contract, the teacher may be granted continuing contract/tenure status or may be granted one additional one-year limited contract or may be non-renewed. At the end of this additional one-year limited contract, the Superintendent shall decide whether to recommend such teacher for tenure or to nonrenew.

This provision specifically supercedes ORC 3319.11, 3319.111 and 3319.16. No other Ohio statutes related to continuing contract or extended limited contracts may be used to imply that this teacher has been re-employed with continuing contract status

## **ARTICLE VI. PROCEDURES FOR APPLICATION OF GRADUATE HOURS TO THE SALARY SCHEDULE**

### **A. REQUEST FOR SALARY SCHEDULE ADVANCEMENT**

1. All staff members expecting to qualify for salary schedule columns above the Bachelor's Degree are expected to submit a Request for Salary Schedule Advancement to the Superintendent, in writing, following the accumulation of required graduate credits for each column, i.e., B+10, B+20, M, M+15, and M+30. The Request for Salary Schedule Advancement covers the points listed below.
  - a. List of graduate courses.
  - b. List of graduate workshops
  - c. Official transcript indicating graduate work.
2. The Request for Salary Schedule Advancement will provide documentation of graduate course work and workshops.
3. Adjustments in salary due to additional training will be granted retroactive to the first day of the current school year provided a Request for Salary Schedule Advancement and official transcripts have been properly filed on or before September 30.

4. If summer graduate hours have been successfully completed, but the educational institution does not report those hours on an updated official transcript by September 30, the Board will implement an adjustment in salary effective on the date of receipt by the Superintendent of such updated transcripts, as long as the transcripts are received no later than December 1.

**B. DEFINITION OF GRADUATE WORK IN AN ACCREDITED GRADUATE SCHOOL**

1. Graduate courses must have a grade verified on the official transcript. Workshop hours must be pre-approved by the Superintendent and/or designee.
2. Up to half of the hours within each salary column between Bachelors and Master's degree may be earned through graduate workshops. Up to nine hours within each salary column beyond the Master's degree may be earned through graduate workshops.
3. All courses and workshops must be from colleges/universities which are fully accredited and in good standing with the Ohio Department of Education's Teacher Certification Division.
4. All courses and workshops must be graduate level leading to mastery in the teaching field, classroom teaching, another field for which certification is held or sought, or a related field.
5. To qualify for the Master's column, a Masters Degree must have been earned with all requirements completed. Receipt of Masters Degree must be indicated on the official transcript.
6. Evaluation of course work and workshops applicable to salary schedule columns is an administrative decision.
7. It is expected that courses applicable to columns above the Bachelor's and Master's Degrees will be taken after having completed the respective degrees.

**C. REPORTING OF COMPLETION OF GRADUATE HOURS**

1. A letter requesting a change of an applicant's position on the salary schedule resulting from additional graduate hours and a transcript of all graduate work being applied to the proposed change in columns must be submitted to the Superintendent for evaluation.
2. Adjustments in salary due to additional training will be granted retroactive to the first day of the current school year provided a letter of request and transcripts have been properly filed on or before September 30.

## **ARTICLE VII. CURRICULUM/INSTRUCTION**

### **A. CURRICULUM STUDY/TEXTBOOK SELECTION**

1. Teachers are expected to participate with department chairpersons, supervisors, principals, and other administrators in curriculum development, program evaluation, textbook selection, and routine curriculum/course of study revision. Except for time spent on curriculum above, the Board of Education agrees to provide released time and/or summer stipends for teachers who are extensively involved in the major development/major revision of courses of study.
2. A tentative timeline, with the proposed commitment of personal and released time, shall be provided when committee sign-ups are requested. The Board of Education agrees to compensate certificated staff members according to the Summer School Salary Schedule for curriculum work performed during the summer. A description of such compensation will be presented with the curriculum work proposal prior to the institution of each project. Determination of extensive involvement and overall supervision of such work will come from the Superintendent of Schools or a designated representative(s).

### **B. LESSON PLANS**

Weekly lesson plans are to be written. Lesson plans are to be available to administrators upon request.

### **C. BUILDING MEETINGS**

When practicable, after-school meetings shall begin within 15 minutes following the dismissal of school and shall last about one hour. The agenda for staff meetings shall be distributed to the staff at least twenty-four (24) hours prior to the meeting, whenever practicable.

## **ARTICLE VIII. GRIEVANCE PROCEDURE GUIDELINES**

### **A. DEFINITION OF TERMS**

1. A grievance shall be defined as any claim alleging the violation, misapplication, or misinterpretation of this agreement or of any faculty handbook rule, "professional staff" section of board policy (Section 3000), or personnel practice.
2. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, acceptable solutions to the grievances. Confidentiality of grievance proceedings shall be considered the responsibility of all parties.
3. A claim shall be defined as a written request to the Professional Rights and Responsibilities Committee to initiate a formal procedure.
4. A claimant shall be defined as an employee or group of employees submitting a claim.
5. An aggrieved person/grievant shall be defined as an employee or group of employees who have, as determined by the Professional Rights and Responsibilities Committee, a grievance.

6. Days used in reference to limitations shall refer to calendar days exclusive of weekends and holiday periods when school is not in session. During summer recess, time limits may be extended up to 30 additional days.
7. An employee or employees for the purposes of this document shall be defined as a person or persons who are members of the Kent Education Association and therefore covered by this statement of grievance procedure.
8. The Professional Rights and Responsibilities Committee is a standing committee of the Kent Education Association.

## **B. GENERAL PRACTICES**

1. If a member of the Professional Rights and Responsibilities Committee becomes a claimant or the aggrieved, he/she shall ask for a temporary substitute.
2. Time limits are maximums and must be adhered to with every effort. However, if the concerned parties are in mutual agreement, limits may be adjusted.
3. At any level, a grievance or claim may be withdrawn without recourse.
4. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level. No written decisions or communications shall be placed in the personnel file of any involved parties.
5. Reprisals must not be taken by or against any involved parties for reason of said participation.

## **C. INITIAL PROCEDURE**

1. If an alleged grievance is suspected to have occurred, the employee shall first submit an Initial Procedure Claim Form to the Association President or designee. The date on such form shall establish the beginning of the Initial Procedure.
2. In an effort to resolve the problem, the Initial Procedure shall consist of informal communications between the employee, building trustee, Association President or designee, and the employee's building administrator. The time period for such initial procedure shall begin on the date established on the Initial Procedure Form and be extended for no more than 20 days.
3. If at any time during the Initial Procedure time period, the claimant feels communications at this level can go no further, he/she may proceed to the next level of the established grievance procedure.
4. If the procedure is not continued within 3 days of the end of the established Initial Procedure time period, the claim shall be considered waived.
5. It is expected that this first step will resolve most problems and further action will be unnecessary.

## **D. FORMAL PROCEDURE**

### 1. Level One

- a. If the employee is not satisfied and wishes to continue, or if the problem is not resolved within the Initial Procedure time limits, the employee must present the formal claim on the adopted form to the Professional Rights and Responsibilities Committee and the Association President or designee if the procedure is to continue.
- b. Within 3 days of the receipt of the Formal Claim Form, the Professional Rights and Responsibilities Committee shall rule if said claim constitutes a legitimate grievance. If the Professional Rights and Responsibilities committee decides that a legitimate grievance does not exist, the Committee must then notify the claimant. The claimant may then request a conference with the Professional Rights and Responsibilities Committee.
- c. If the Professional Rights and Responsibilities Committee decides there is a legitimate grievance, it will, within 2 days, give written notification to the grievant's building administrator, and request a conference to be held within 5 days of receiving notification.
- d. A written decision shall be rendered by the building administrator and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

### 2. Level Two

- a. Within three days after receiving the decision of the principal and assuming no satisfaction, a written request to continue the process must be submitted on the appropriate form to the Professional Rights and Responsibilities Committee by the grievant.
- b. The committee shall review the grievance and the principal's decision in order to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and the building administrator. If the committee decision is that the grievance has not been resolved, it will present a written review of the grievance within five days to the Superintendent of Schools.
- c. The aggrieved, the Professional Rights and Responsibilities Committee representative, and the Superintendent shall meet within five days after the grievance has been received by the Superintendent.
- d. A written decision shall be rendered by the Superintendent and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

### 3. Level Three

- a. Within three days after receiving the decision of the Superintendent and assuming no satisfaction, a written request to continue the process must be submitted to the Professional Rights and Responsibilities Committee by the grievant.

- b. The committee shall review the grievance and the Superintendent's decision to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and the Superintendent. If the committee decision is that the grievance has not been resolved, it will present a written review of the grievance within five days to the Board of Education or a committee of the Board.
- c. The aggrieved, the Professional Rights and Responsibilities Committee representative, and the Board of Education or a committee of the Board, shall meet within five days after the grievance has been received by the Board.
- d. A written decision shall be rendered by the Board of Education or a committee of the Board and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

#### 4. Level Four

- a. Within three days after receiving the decision of the Board and assuming no satisfaction, a written request to continue the process must be submitted on the appropriate form to the Professional Rights and Responsibilities Committee by the grievant.
- b. The committee shall review the grievance and the Board's decision to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and School Board. If the committee decision is that the grievance has not been resolved, a request for arbitration shall be submitted to the Board of Education within five days.
- c. Within five days, a panel of three arbitrators shall be selected: one by the Board, one by the Professional Rights and Responsibilities Committee, and the third by mutual agreement of the previously selected arbitrators. The third member will serve as chairman of the panel. If there is no mutual agreement as to the third panel member, the arbitrator shall be chosen from a list of seven (7) arbitrators provided by the American Arbitration Association (AAA). Either the Board or the Kent Education Association reserves the right to request a second list of arbitrators. Selection shall be by the alternate strike method whereby each party shall alternately strike a name from the list until a final name remains. The party striking first shall be determined by the toss of a coin.
- d. The panel will confer with representatives of the Board and the Professional Rights and Responsibilities Committee, will schedule hearings, will issue a recommendation for settlement no later than 10 days from the date of the close of the hearings or 20 days after the selection of the panel, and will set forth the logic and conclusions on the issue.
- e. The Board and the Kent Education Association shall each pay for the costs and incurred expenses of its own appointed panel member. The costs for the services of the third member, including any incurred expenses, will be borne equally by the Board and the Kent Education Association.

## **ARTICLE IX. REDUCTION IN STAFF GUIDELINES**

The Board of Education and the Kent Education Association agree that these procedures apply only to the suspension of contracts under ORC 3319.17. When vacancies occur for reasons other than those described in ORC 3319.17, these procedures shall not require the Board of Education to fill those vacancies.

When a reduction in staff is deemed necessary by reason of:

- Decreased enrollment of pupils in the district,
- Return to duty of regular teachers after leaves of absence,
- Elimination of subjects, classes, or programs,
- Budgetary restrictions,
- Financial reasons, or
- By the reason of the suspension of school or territorial changes affecting the district, then the Board of Education will implement such reduction.

The Superintendent or designee will apprise the KEA president or designee of the possibility of an impending reduction, ten (10) days prior to board action. The reason for the impending reduction will be discussed with the KEA president or designee. The Superintendent or designee will give the KEA president or designee the names of teachers whose contracts are being suspended.

Teachers who may be affected by a reduction will be given notice no later than the regularly scheduled April Board of Education meeting.

The order of reduction will be as follows:

1. Limited contract teachers will be reduced by using the following:
  - a. Certification
  - b. Seniority in the district from date of hiring
  - c. Competency as determined by evaluation
2. Continuing contract teachers may be reduced only after the reduction of all limited contract teachers having the same certification. Reduction of the continuing contract staff shall be according to the following order:
  - a. Certification
  - b. Continuous service in the district
  - c. Competency as determined by evaluation

The Superintendent may recommend reductions in specific areas of certification by identifying the member who is lowest on the seniority list and teaching in that certification area. A member so affected may elect to displace another member who holds the lowest position on the seniority list in another area of certification provided he/she holds a valid certificate in that area and provided that he/she has more years of continuous service in the district. In no instance can a limited contract teacher displace a teacher on a continuing contract.

On a case-by-case basis, in lieu of suspending a contract in whole, the Superintendent may recommend and the Board may suspend a contract in part, so that a member is required to work a percentage of the time the member otherwise is required to work under his/her

employment contract and receives a commensurate percentage of the full compensation the member otherwise would receive under the contract.

On or before January 1 of each school year, the Superintendent shall post a seniority list and provide the Association a seniority list of all bargaining unit members in the system in all their areas of certification.

Provisions are as follows:

1. The names of those limited contract teachers who have been unemployed as a result of staff reduction, and who have taught a minimum of two years in the Kent City Schools, will be placed on a recall list.
2. Teachers unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified and qualified for the position.
3. Teachers whose limited contracts are suspended will remain on the recall list for 27 months following the suspension unless the teacher resigns or refuses a position.
  - a. Teachers whose limited contracts are suspended and who have accepted a contractual obligation to another school district will remain on the recall list for 24 months. If the teacher refuses the position offered due to this contractual obligation, the teacher will remain on the recall list through July 10 of the following year.
4. The Board shall give written notice of recall by registered mail. It shall be the responsibility of each teacher to notify the Treasurer of the Board of any change of address.
5. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing to the Superintendent of Schools or it shall be determined that the teacher has declined the position.

No teacher whose continuing contract has been suspended pursuant to this Article shall lose that right to restoration to continuing service status by reason of having declined recall to position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

6. Teachers returning to employment after reduction in staff shall resume their previous contract status.
7. Teachers unemployed due to reduction shall have salary and fringe benefits suspended for the duration of the lay-off period.
8. No new teacher shall be employed by the Board while there are teachers on the recall list who are certified for the vacancy and (1) have either taken an academic refresher course or show evidence that they will take, within the academic year, a refresher course in the area of certification required for the vacancy; or (2) during the 5 years preceding the reduction, have taught for at least one semester in the area of certification in which the vacancy exists.

The Definitions are as follows:

1. Seniority – uninterrupted continuous service in Kent City Schools.

Board authorized leave of absence will not interrupt continuous service, but will not be counted in the total years.

A resignation will interrupt continuous service.

A minimum of 120 days constitutes a full years service. Sixty (60) to one hundred twenty (120) days represents one-half year of continuous service.

Less than sixty (60) days' teaching will not count as any part of a year toward continuous service credit.

2. Certification – valid in the state of Ohio.

## **ARTICLE X. ADDITIONAL PROVISIONS**

### **A. SCHOOL CALENDAR**

The Superintendent will consult with the Kent Education Association President thirty (30) days prior to recommending to the Board of Education specific dates for consideration and adoption and any lengthening of the school day and/or the school year.

At least two different draft calendars will be available for K.E.A. review.

The calendar, having been adopted by the Board of Education, will not be changed without prior consultation with the Kent Education Association President and Executive Board. The 30-day stipulation may be waived when state mandates or unforeseen events dictate immediate action.

Changes in the 180-day instructional year will be negotiated unless they are due to unforeseen events.

### **B. TUTORS**

1. The parties agree that the terms of the current collective bargaining agreement that apply to tutors shall be modified to the extent contained below:
  - a. In addition to the current bargaining unit members, Article I shall include individuals employed under a "tutor contract" and contracted to work twenty-five (25) or more hours per week as a "tutor". Excluded from the bargaining unit shall be "as needed tutors", "Student Assistance Program tutors", "Strength and Conditioning Tutor", "Hearing Impaired Interpreters," and tutors contracted to work less than twenty-five (25) hours per week.
  - b. Article II shall contain a separate and distinct hourly wage scale and wage scale placement criteria for tutors.
  - c. While tutors as described herein are members of the bargaining unit, the parties specifically agree that only the following provisions of the collective bargaining agreement are applicable to the wages, hours, and other terms and conditions of employment of tutors as described herein in the Kent City School District:

- a. Article II (E) – Fair Share Fees
- b. Article II (I) – Payroll Deduction of Dues
- c. Article II (L) –Salary Deferral Program
- d. Article III – Insurance Program [except that the eligibility threshold for tutors in section (I) shall be at least 25 hours per week of scheduled work]
- e. Article IV (B) – Assault Leave
- f. Article IV (D) – Jury Duty
- g. Article IV (G) – Personal Leave
- h. Article IV (H) – Professional Leave Guidelines
- i. Article IV (J) – Sick Leave
- j. Article IV (K) – Sick Leave Bank
- k. Article V (B) – All Supplemental Postings
- l. Article V (F) – Corrective Action Procedures
- m. Article VII – Curriculum/Instruction
- n. Article X – Additional Provisions

d. All other provisions of the collective bargaining agreement between the parties are not applicable to tutors as described herein.

2. The parties agree that current procedures regarding the assignment, evaluation, and nonrenewal of tutors shall continue to apply to the tutors and that tutors shall not be eligible for continuing contract status or consideration while employed by the Board as a tutor. If a tutor is subsequently hired for a position under a teacher contract, no time employed as a “tutor” will count toward eligibility for continuing contract status. The parties agree that these agreements concerning the assignment, evaluation and nonrenewal procedures and continuing contract eligibility are intended to supersede the relevant assignment, evaluation, nonrenewal, and continuing contract provisions contained in Sections 3319.11 and 3319.111 of the Ohio Revised Code that are in conflict with these agreements.

3. Tutor hourly wage scales:

<b>Years of experience</b>	<b>Hired prior to March 1, 1995:</b>	<b>Hired March 1, 1995 or after:</b>
<b><u>2009-2010</u></b>		
0 through 5	\$21.98	\$21.32
6 and over	\$23.07	\$22.38
<b><u>2010-2011</u></b>		
0 through 5	\$21.98	\$21.32
6 and over	\$23.07	\$22.38
<b><u>2011-2012</u></b>		
0 through 5	\$22.58	\$21.91
6 and over	\$23.70	\$23.00
<b><u>2012-2013</u></b>		
0 through 5	\$23.20	\$22.51
6 and over	\$24.35	\$23.63

Credit for one year of experience requires minimum of 3 tutoring hours per day for a minimum of 120 days per school year.

All Home Instruction shall be paid at the zero year experience rate.

For new employees hired effective beginning August 26, 1996: In establishing a wage when an Educational Aide/Tutor is hired, full credit on the Educational Aide/Tutor wage scale will be granted for the first five (5) years of experience as a teacher, and one-fourth (1/4) credit will be granted for teaching experience in excess of five (5) years. Full credit will be granted for Kent teaching experience of at least 120 days in a school year. No credit will be granted for fractional years of experience calculated under this formula.

**C. CLOSING STATEMENT**

This contract contains the collective bargaining agreement between the Kent City School District and the Kent Education Association to become effective on January 1, 2010, and to remain in effect to and including December 31, 2012. This contract shall not be modified during its duration except by written mutual consent of the two parties. As vested in it by laws and the Constitution of the State of Ohio, and of the United States, the Board retains all rights, responsibilities, and authority in regard to the management and operation of the school district.

  
\_\_\_\_\_  
Michael Walton, President  
Kent Education Association

  
\_\_\_\_\_  
Joseph Giancola  
Superintendent of Schools

  
\_\_\_\_\_  
Brian K. Boykin, President  
Kent Board of Education

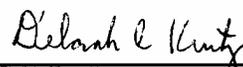
**CERTIFICATE**

The undersigned, Treasurer of the Board of Education of the Kent City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2010 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.

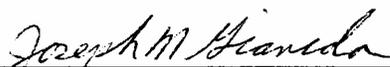
The undersigned, Treasurer and President of the Board of Education of the Kent City School District, Ohio, and the Superintendent of Schools of the Kent City School District, Ohio, hereby certify that the District has in effect for the term of the attached contract the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on 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 was held or is scheduled for the current fiscal year.

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

Dated: November 16, 2009

  
\_\_\_\_\_  
Treasurer, Board of Education  
Kent City School District, Ohio

  
\_\_\_\_\_  
President, Board of Education  
Kent City School District, Ohio

  
\_\_\_\_\_  
Superintendent of Schools  
Kent City School District, Ohio

## APPENDICES

# **KENT EDUCATION ASSOCIATION, INC., CONSTITUTION**

## **Article I - Name**

The name of this organization shall be the Kent Education Association, Inc.

## **Article II - Purpose**

1. To promote and encourage the highest type of professional practices and to advance the general interests and objectives of the teaching profession.
2. To join with the other individuals or organizations having educational objectives to advance the interests of public education. To aid, promote, or oppose, individually or in concert with others, any legislation dealing with public education or with the interests of its members and to foster friendly relationships with all other organizations and individuals whose aims are consistent with the objectives of this organization.
3. To unite in one organization all active and associate members and to bargain collectively with employers on behalf of the members concerning the terms and conditions of their employment, including, but not limited to, economic and social conditions, general working conditions, hours, salaries, disciplinary measures, evaluation procedures, and other financial and non-financial benefits connected thereto.
4. To secure and maintain for its members the social, intellectual, economic, and professional advantages that can be derived from cooperation and collective effort with each other and with other individuals and organizations on the local, state, and national levels.
5. To create in the community a deeper sense of responsibility towards schools.
6. To execute all other stated purposes and directives according to the Articles and By-Laws of the Constitution of the Kent Education Association, Inc.
7. To do all other acts, permitted under the laws of the State of Ohio, for a corporation not for profit.

## **Article III - Membership**

1. Active Membership - Any certificated employee of the Kent City Schools who is employed as a classroom teacher or in allied work becomes an active member upon payment of annual dues.
  - a. Classroom teacher shall mean any person who spends a major part of his or her contract time in direct contact with students and whose major assignment is with students and who is placed on the salary schedule for teachers.

### **Article III – Membership (continued)**

- b. Allied work shall include guidance counselors, speech and hearing therapists, library/media specialists, school psychologists, school nurses, and such other personnel who are placed on the salary schedule for teachers.
2. Associate Membership - Any certificated personnel, such as teachers, who are contracted to teach (work) half-time or less, and are not paid full-time salaries, become associate members upon payment of annual dues. Cost of Associate Membership shall be one-half dues.
3. Regulations Governing Active and Associate Membership
  - a. Each member shall have equal voting privileges in the Association elections, general meetings, and any Association meeting in that building in which the member is administratively based.
  - b. Any member may attend Board of Trustees meetings without voting privileges, and may join discussion with the permission of the President or presiding officer.

### **Article IV - Officers and Board of Trustees**

1. The officers of this organization shall be a President, Vice-President, Treasurer, Special Functions Coordinator (formally second vice president), Communications Coordinator (Combined Secretary and Newsletter Editor) and, a Technology Coordinator, each of whom shall serve for one year.
2. There shall be a Board of Trustees composed of the six officers, the immediate past president, and the building trustees elected as specified in Section Three of this Article.
3. There shall be one building trustee elected for each ten active members or major fraction thereof in a building, with each building entitled to at least one representative.
4. There shall be an ethnic minority (as defined by the Federal Government) seat on the Board of Trustees. If ethnic minority representation is not attained through building elections, there shall be an at-large election for the ethnic minority seat.
5. The Board of Trustees shall be the legislative and policy-forming body of the Association and shall be empowered to conduct the business of the Association consistent with the Constitution and the By-Laws of the Association.
6. Each member of the Board of Trustees shall have one vote.
7. Stipends shall be allocated for each officer and building trustee.

### **Article V - Affiliations**

The Kent Education Association, Inc., may affiliate with any educational organizations that the membership may designate.

## **Article VI - Amendments**

This constitution may be amended by a majority vote at any general membership meeting of the Association, provided the amendment has been proposed at a general membership meeting or published to the members of the Association at least thirty (30) days before the vote.

(Revised January 1962; May 1967; May 1970; May 1973; April 1974; May 1982; March 1983; April 1988; and May 2002.)

## **BY-LAWS**

### **Article I - Rules of Order**

ROBERT'S RULES OF ORDER shall be the authority on all questions of procedure not specifically stated in this Constitution or By-Laws.

### **Article II - Duties and Responsibilities of Officers**

1. The newly elected officers shall serve for fiscal year July 1 through June 30.
2. The duties of the officers shall be:

PRESIDENT: Stipend = \$4,500

1. Shall preside at all meetings of the Association and the Board of Trustees and shall vote only in case of a tie.
2. Shall prepare and distribute an agenda prior to each Board of Trustees and KEA General Membership Meeting.
3. Shall serve as member ex-officio of all committees.
4. Shall represent the Association as spokesperson on matters of policy or may assign responsibility for such representation.
5. Shall serve as head of the negotiation team or may assign responsibility with approval of the team.
6. Shall carry out the duties and functions of the Association as directed by the Board of Trustees.
7. Shall prepare, prior to the beginning of the school year, a calendar of Association meetings and activities and send notification to the appropriate administrators.
8. Shall propose a budget at the General Membership Meeting for the following year.
9. Shall meet with the superintendent or designee on at least a monthly basis to discuss KEA concerns.
10. The President (or designee) shall attend all regularly scheduled board meetings.

VICE PRESIDENT: Stipend = \$3,000

1. Shall attend all meetings of the Board of Trustees.
2. Shall assume the power and duties of the President in case of the absence of the President.
3. Shall serve as chairperson of the Finance and Benefits Committee.
4. Shall assemble and collect KEA items for negotiations.
5. Shall serve as member ex-officio of all committees

**Article II – Duties and Responsibilities of Officers** (continued)

VICE PRESIDENT (continued):

6. Shall perform such other duties as may be assigned by the President and/or the Board of Trustees.
7. Shall appoint committee chairman and organize committee membership.
8. Shall be responsible for the completion of the annual audit.
9. Shall serve as chairperson of the Professional Rights and Responsibilities Committee.
10. Shall serve as chairperson of membership promotion and enrollment.

TREASURER: Stipend = \$3,000

1. Shall be the custodian of the property and funds of the Association.
2. Shall keep an accurate record of all money received and disbursed.
3. Shall provide a monthly printed report to the Board of Trustees.
4. Shall keep a current balance of each KEA budget appropriation.
5. Shall maintain membership payment records.
6. Shall assist the President in preparation of the budget.
7. Shall prepare/be responsible for the completion the annual Internal Revenue Service Report.
8. Shall prepare records for an annual audit.
9. Shall perform such other duties as may be assigned by the President and/or Board of Trustees.

SPECIAL FUNCTIONS COORDINATOR (FORMALLY SECOND VICE-PRESIDENT  
Stipend = \$2,000

1. Shall attend all meetings of the Board of Trustees.
2. Shall plan and coordinate the new teacher luncheon.
3. Shall plan and coordinate the Honors Banquet.
4. Shall plan and coordinate for refreshments for each regularly scheduled Board of Trustees meeting.
5. Shall plan and coordinate for refreshments for negotiations.
6. Shall perform such other duties as may be assigned by the President and/or the Board of Trustees.

COMMUNICATIONS COORDINATOR (COMBINED SECRETARY AND NEWSLETTER EDITOR): Stipend = \$2,000

1. Shall keep an accurate record of the proceedings of all Board of Trustees and general membership meetings.
2. Shall publish and distribute all minutes of KEA Board of Trustees and general membership meetings.
3. Shall edit, publish, and distribute a monthly newsletter within two weeks after the Trustee Meeting, September through May.
4. Shall attend all meetings of the Board of Trustees.
5. Shall perform such other duties as may be assigned by the President and/or the Board of Trustees.

**Article II – Duties and Responsibilities of Officers** (continued)

TECHNOLOGY COORDINATOR: Stipend = \$2,000

1. Shall be responsible for adding new content to the KEA website.
2. Shall make sure the KEA website is in proper working order.
3. Shall attend all meetings of the Board of Trustees.
4. Shall perform such other duties as may be assigned by the President and/or the Board of Trustees.
5. Trustees.

**Article III - Board of Trustees**

1. The Board of Trustees shall meet monthly, September through June.
2. The duties of the Board of Trustees shall be:
  - a. To serve as the communications link between members and the Association.
  - b. To formulate all policies of the association.
  - c. To receive and consider any communications and suggestions for the welfare of the Association presented by any member of the Association.
  - d. To nominate and appoint candidates to fill any vacancies that might occur in the elective offices of the Association.
  - e. To receive the proposed budget and submit it to the general membership for its approval.
  - f. To review and approve the annual audit.
3. The Board of Trustees may be called into session by any of the six officers named in Article IV Section I of the Constitution provided that all members of the Board of Trustees are notified of the proposed meeting by written notification.

**Article IV - Building Trustees**

1. The duties of the Head Building Trustee shall be:
  - a. To conduct all voting.
  - b. To coordinate communications with Building Trustees and Members.
  - c. To solicit self-nominations for any officer's position and submit names to the Board of Trustees.
2. The duties of the Building Trustees shall be:
  - a. To represent their respective building groups at meetings of the Board of Trustees.
  - b. To keep their respective constituents informed about the Association.
  - c. To post and/or distribute notices, reports, and questionnaires to members in their respective buildings.

**Article V - Standing Committees**

1. Chairpersons of the following committees shall be appointed by the Vice-President and subject to the approval of the Board of Trustees.
  - a. Educational Design
  - b. Elementary Council

**Article V - Standing Committees** (continued)

- c. Finance and Benefits
- d. Leadership Training
- e. Legal Fund

- f. Legislative
  - g. Policy Revision
  - h. Professional Rights and Responsibilities
  - i. Public Relations
  - j. Scholarship Committee
  - k. Special Education
  - l. Special Subjects
2. Other committees may be appointed at the discretion of the President and subject to the approval of the Board of Trustees.

#### **Article VI - Elections**

1. Officers (President, Vice President, Treasurer, Special Functions Coordinator, Communications Coordinator, and Technology Coordinator) shall be elected by a written ballot at a general meeting to be held each spring.
2. The Board of Trustees shall advertise through the March and April newsletter for self-nominations of any officer's position. The Board of Trustees should receive nominations by the first week of April. Candidates shall be presented at the May General Meeting and may also be nominated from the floor.
3. During the month of May, Building Trustees shall be selected in their respective building and attend the June Trustee's Meeting.
4. In case a vacancy in office occurs, it shall be filled by appointment of the Board of Trustees. A person so named shall serve until the next regular election.
5. A trustee vacancy shall be filled by an election of an alternate in the representative building.

#### **Article VII - Negotiations Methodology**

1. The President and Vice President shall select the members of the negotiating team. Persons interested in serving on the negotiating team should submit their names to the President no later than 8 months prior to the end of the present contract. The President will submit the names of the negotiating team to the Board of Trustees for their approval.
2. Any individual KEA member or group of KEA members may submit items to be considered for negotiations by submitting two signed copies stating the nature of the item to be considered. One copy should be presented to the President and one copy to the Vice President no later than 7 months prior to contract termination.

#### **Article VII - Negotiations Methodology (continued)**

3. The items to be presented to the Board of Education must be approved by the Board of Trustees. The Finance and Benefits Committee will establish the limits and the priorities of these items. If negotiations reach a stalemate, the negotiations team must return to the

Finance and Benefits Committee and the Board of Trustees to redefine the limits and priorities.

4. Any proposal submitted by the Board of Education not included in KEA's original package must be submitted to the Board of Trustees for consideration.
5. The negotiations team shall follow the procedures outlined in the professional negotiations agreement between the Kent Board of Education and KEA.
6. When tentative agreement has been reached with the Board of Education and the negotiations committee, such an agreement must be submitted in writing to the Board of Trustees for information purposes.
  - a. Within five school days thereafter, the tentative agreement shall be presented by a negotiations team member to the following groups:
    - 1) Roosevelt and Stanton
    - 2) Davey, Franklin, Holden, Longcoy, and Walls
  - b. Within three school days thereafter, a general meeting will be held for the purpose of discussing the tentative agreement.
  - c. Two school days thereafter, a vote by secret ballot shall be taken at each of the buildings. All members wishing to vote should vote at their home buildings on the designated day. If this presents a problem for the teacher who travels, he/she must contact his/her building trustee. Procedures for distribution, collections, and tabulation of the ballots is the responsibility of the head building trustees and shall be submitted for approval to the Board of Trustees.

#### **Article VIII - Meetings**

1. General Membership Meetings
  - a. There shall be an annual membership meeting each spring.
  - b. Other general membership meetings may be called by the President or a majority of the Board of Trustees.
2. Board of Trustees Meetings
  - a. There shall be monthly meetings, September through June.
  - b. Special meetings may be called by a majority of the Board of Trustees.
3. Board of Education Meetings
  - a. Board of Education meetings are held on the third Tuesday of the designated months at 7:00 p.m. unless otherwise notified. Board of Education meetings are open to all.

#### **Article VIII – Meetings (continued)**

- b. Trustees are asked to attend the Board of Education meetings when the meeting is held at their home building unless otherwise notified. The Board will determine the schedule of meetings at their January organizational meeting.

### **Article IX - Budget and Dues**

1. The Board of Trustees shall present a budget, based on the professional and social needs of the Association and subject to the approval of the membership, at the general membership meeting each spring. A schedule of dues necessary to implement this budget shall be made a part of said budget and shall require a majority vote of the membership present and voting at this meeting.
2. The Board of Trustees shall authorize payment of all financial obligations provided for in the budget.
3. The fiscal year of the Kent Education Association, Inc., shall be July 1 through June 30.
4. Any expenditure from the legal reserve fund must be approved by a majority vote of the Board of Trustees and comply with the Legal Reserve Fund guidelines.

### **Article X - Quorum**

1. Twenty percent (20%) of the membership shall constitute a quorum at a general and special membership meeting.
2. A simple majority of the Board of Trustees members shall constitute a quorum at all Board of Trustees meetings.

### **Article XI - Amendments**

These by-laws may be amended by a majority vote at any general membership or special meeting, provided that the amendment has been proposed at a prior general membership meeting or published to the members of the Association at least thirty (30) days before the vote.

(By-Laws revised January 1962; May 1967; May 1973; April 1974; May 1982; March 1983, April 1988; May 2002)

### **Kent Education Association - Purpose of Standing Committees**

The function of the Standing Committees within KEA shall be to gather and maintain relevant information, conduct research and investigations within the realm of their responsibilities, and make recommendations to the KEA Board of Trustees. The Committees will serve to affect better understanding of their work among members and provide through the Board of Trustees a channel of communication to the members.

### **Article XI – Amendments (continued)**

#### **The Committees are as follows:**

EDUCATIONAL DESIGN COMMITTEE: DEALS WITH PROBLEMS RELATED TO CURRICULUM AND PHYSICAL PLANT; PROVIDES INPUT FOR THE DEVELOPMENT OF THE SCHOOL CALENDAR FOR THE FOLLOWING YEAR.

Elementary Council: deals with concerns grades K-6.

Finance and Benefits Committee: develops the financial portion of the negotiations package.

Leadership Training: plans and implements leadership training for KEA members.

Legislative Committee: screens and/or recommends candidates for local school board, state legislature and Congress, and informs membership about legislation affecting education.

Policy Revision Committee: assists in the reviewing of Board of Education policies and practices as they apply to KEA.

Professional Rights and Responsibilities Committee: handles grievances.

Public Relations Committee: promotes positive information about Kent Schools

Scholarship Selection Committee: reviews applicants and selects the recipient for the KEA Scholarship.

Special Education Committee: meets to discuss/act on concerns related to the Special Education areas.

Special Subjects Committee: meets to discuss/act on concerns related to the fields of art, music, physical education and library/media.

The KEA President appoints members to the following committees:

Investment Committee: supervises investment of Legal Fund monies.

Legal Fund Committee: administers the KEA Legal Fund and makes recommendations to the Board of Trustees.