



13-MED-01-0015  
0851-01  
K30567  
02/25/2014



**KENSTON**  
S C H O O L S

AGREEMENT  
BETWEEN  
KENSTON  
LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
KENSTON  
EDUCATION ASSOCIATION

MARCH 1, 2013  
THROUGH  
FEBRUARY 28, 2015

**KENSTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND THE**

**KENSTON EDUCATION ASSOCIATION**

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
I	Recognition	1
II	Definitions	4
III	Negotiating Procedure	6
IV	Work Day and Work Year	8
V	Teacher Rights	13
VI	Teacher Administration Liaison	15
VII	Absences and Leaves	17
VIII	Working Conditions	28
IX	Evaluation	30
X	Personnel Files	36
XI	Job Security	37
XII	Vacancy, Transfer and Promotion	41
XIII	Complaint Procedure	42
XIV	Assault Protection	43
XV	Salary Items	45
XVI	Fringe Benefits	50
XVII	Section 125 Plan	52
XVIII	Retirement	54
XIX	Grievance Policy and Procedure	57
XX	Background Checks	60
XXI	Tutors and Substitutes	60
XXII	Local Professional Development Committee	65
XXIII	Entry Year Program	66
XXIV	Teacher Professional Organization Stipends	67
XXV	Form, Effect and Duration	67

<b>Appendix A</b>	<b>Teachers Salary Schedule</b>	<b>69</b>
<b>Appendix B</b>	<b>Supplemental Professional Schedule</b>	<b>71</b>
<b>Form 1</b>	<b>Employee Absence Report Form</b>	<b>85</b>
<b>Form 2</b>	<b>Child Rearing Leave Request Form</b>	<b>86</b>
<b>Form 4</b>	<b>Rebuttal Form</b>	<b>87</b>
<b>Form 11</b>	<b>Notification of Growth in Job Performance</b>	<b>88</b>
<b>FMLA 12</b>	<b>Serious Health Condition – Self</b>	<b>89</b>
<b>FMLA 13</b>	<b>Serious Health Condition – Other</b>	<b>90</b>
<b>FMLA 14</b>	<b>Intermittent Leave/Reduced Work Schedule</b>	<b>91</b>
<b>FMLA 15</b>	<b>Certification for Return to Work</b>	<b>92</b>
	<b>Medical Mutual Benefit Description – SuperMed Plus</b>	<b>93</b>
	<b>Tobacco Use Certification Form</b>	<b>97</b>

## **PREFACE**

This agreement between the Kenston Local School District Board of Education ("Board") and the Kenston Education Association ("K.E.A." or "Association") supersedes all previous agreements between the parties and shall remain in full force unless modified by a court decree or the written consent of the parties. Should a conflict exist or develop between any term of this Agreement and any board policy, the term of this Agreement shall prevail.

## **I RECOGNITION**

- A. Recognition – The board recognizes the K.E.A. as the exclusive bargaining representative for the bargaining unit. The bargaining unit shall include all regularly employed, salaried, full and part time certificated/licensed personnel and will be inclusive of the groups listed below:
- a. Classroom teachers, librarians, guidance counselors, specialists, and others certified to teach in the state of Ohio (hereinafter referred to as employees)
  - b. Hourly certificate/licensed personnel
  - c. Substitute Leave Replacement Teachers
    - i. Tutors/intervention specialists
    - ii. English and second language specialists (ESL)
    - iii. Home instruction tutors (HITs) after sixty (60) consecutive days in a single home tutoring assignment
  - d. Designated for assignment substitutes

All employees excluded from coverage under Chapter 4117 of the Ohio Revised Code, including all management level, supervisory personnel, Technology Director and Athletic Director shall be excluded from the bargaining unit.

Casual day-to-day substitute teachers who are called in on an as-needed basis are excluded from the bargaining unit.

The position of Athletic Coordinator shall continue in that bargaining unit so long as the incumbent Athletic Coordinator continues in her position. Upon the Athletic Coordinator's retirement or resignation from said position, the position of Athletic Coordinator at the high school shall no longer be a part of the bargaining unit represented by the Association, but rather excluded as an administrative position.

Should the district elect to offer pre-school or daycare programs, persons employed in such programs in a position requiring a teaching certificate/license shall be excluded from the bargaining unit. (such programs must be self-sufficient).

#### B. Association Rights

- a. The Association shall have the right to use school buildings in conformance with existing board policy upon written request and approval from the office of the superintendent for meetings. No charge shall be made for the use of school buildings unless special custodial assistance is required. Meetings shall not be held during the time that teachers are required to be in class or would conflict with any school program or activity.
- b. Duly authorized representatives of the K.E.A. and its respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal. The disturbance of a teacher who is in the process of conducting a class shall be strictly prohibited.
- c. When it is necessary in order to administer this Agreement and/or to facilitate the processing of grievances, the President of the Association, the grievance chairperson of the Association, and/or the Association building representative directly involved with any such situation will be permitted to leave his or her building following the regular dismissal of students. This should not interfere with the fulfillment of the teacher's professional responsibilities, assistance to students, parent conferences and other similar activities.
- d. The K.E.A. shall have, to the exclusion of any other teacher labor organization, the right to use teacher mailboxes, and the board will also provide bulletin board space to the K.E.A. in each building. The K.E.A. will also have the use of school copiers, typewriters, computer and e-mail systems and other equipment with permission from a building principal or the superintendent provided (1) such use does not interfere with school

necessities, (2) the K.E.A. reimburses the board for all material costs, and (3) the K.E.A. reimburses the board for the cost of repairing any damage to such equipment beyond what would reasonable be expected as the result of normal wear and tear.

- e. K.E.A. Leave – Teachers elected to represent the K.E.A. or chosen to serve in programs, or any official capacity at K.E.A. or affiliate meetings, conferences or conventions, shall be permitted to be absent without loss of pay not to exceed six (6) aggregate days per year exclusive of days required for negotiation of the Agreement. The maximum number of days available to any one bargaining unit member shall be four (4). When K.E.A. leave is to be used by a bargaining unit member, the association president will provide the superintendent prior written documentation for the leave.
  - f. Board Meetings – The Association shall be notified of all board meetings. The Association will receive a copy of the agenda for each board meeting, and the Association will receive a copy of the board minutes of each meeting.
  - g. Orientation Meetings – The Association shall address new teachers at the new teacher orientation day.
  - h. The board shall keep the Association informed and may seek the Association's input through the K.E.A. President in matters dealing with fiscal policy, budget or tax programs and construction programs. The Association shall be adequately represented in work concerned with the revision or formulation of educational policy, curriculum, new programs or projects involving certified/licensed personnel. The "Bylaws and Policies" are available on-line.
  - i. Members of the bargaining unit may have membership dues to professional organizations deducted from their paychecks by provided the treasurer with a signed deduction authorization prior to October 1. If the authorization states that it is intended to be continuing in nature, it shall remain in effect unless it is revoked in writing; otherwise it shall remain in effect until October 1 of the immediately succeeding calendar year unless earlier revoked in writing. Deductions per school year will be made in ten (10) equal installments.
- C. Management Rights – Except as expressly limited by the provisions of this Agreement, the board reserves and retains all managerial rights and responsibilities vested in it by law including the right to determine matter of inherent managerial policy such as employer's functions and programs, standards of services, overall budget, utilization of technology, and organizational

structure; the right to direct, supervise, evaluate or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means or personnel by which board operations are to be conducted; the right to suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees; the right to determine the adequacy of the work force; the right to determine the overall mission of the employer and to take actions to carry out said mission; and the right to effectively manage the work force.

## II DEFINITIONS

### A. Bargaining Unit

- a. The bargaining unit also shall include certificated/licensed personnel paid on an hourly basis and employed as tutors/intervention specialists ("tutors/intervention specialists"). English as Second Language specialists ("ESL"), home instruction tutors (after sixty (60) consecutive days in a single home tutoring assignment) ("HITs") as well as certificated/licensed personnel employed and paid on a per diem basis to take the place of members of the bargaining unit absent due to casual illness, long-term leaves of absence, or fulfillment of other professional responsibilities, (designated for assignment substitutes). Tutor/intervention specialists, ESLs, HITs and designated for assignment substitutes must satisfactorily complete a probationary period of forty-five (45) school days. Such individuals are subject to dismissal at any time within that forty-five (45) day agreement or the completion of termination procedures under Revised Code Section 3319.16 and 3319.161. Designated for assignment substitutes shall not be considered a member of the bargaining unit represented by the Association for purposes of Article XI(B) or Article XII(C). A designated for assignment substitute who replaces a teacher on a long-term leave of absence and who completes sixty consecutive school days or more in that single teaching assignment shall be deemed a "substitute leave replacement teacher" and, effective with the sixty first consecutive day in said assignment, entitled to placement on the regular teacher salary schedule and the benefits of other provisions of this Agreement for the remainder of that school year.

- b. Should the district elect to offer pre-school or daycare programs, persons employed in such programs in a position requiring a teaching certificate/license shall be excluded from the bargaining unit. (Such programs must be self-sufficient.)
- B. Days – unless otherwise specified, “days” shall mean actual working days except during the summer recess when said term shall mean weekdays exclusive of holidays.
- C. Per diem – the employee’s daily rate of pay determined by dividing the employee’s salary from the current salary schedule by one hundred eighty-five (185) days per school year.
- D. Full time – full time refers to an employee that actually is employed on a full-time basis under a full time contract. Anything less than this will be regarded as part-time and will be paid the appropriate fractional portion of the day except that no employee shall be paid at a fractional rate greater than five-sixths ( $5/6$ ) but less than one (1).
- E. Elementary School – refers to schools which service grades kindergarten through five (5). Teachers at this level must be certified/licensed for elementary grades and/or subjects.
- F. Middle School – refers to grades six (6) through eight (8). Teachers at this level must be certified/licensed for middle school grades and/or subjects.
- G. High School – refers to the school which serves grades nine (9) through twelve (12) and includes teachers that must be certified/licensed for high school grades and subjects.
- H. Accredited Institutions – those schools listed in the most recent edition of the annual Higher Education Directory published by Higher Education Publications, Inc.
- I. A vacancy is any permanent position the board has elected to fill that is or will become available on or before the beginning of the next school year.
- J. A transfer is any change of grade assignment, building assignment, or subject assignment. In dual assignment situations, a transfer is a change from the predominant area of the assignment to some other area of assignment.

- K. Seniority is defined in Article XI, Section D.
- L. Teacher Directed Planning Time – time used by developing and improving lessons, grading, test preparation and any other activity deemed necessary by teachers for classroom preparation.
- M. Professional Meeting Time – time set aside for collaboration and/or communication of a collegial/administrative nature.
- N. Student Day: At the middle and high school levels, “student day” means the period from the tardy bell to the release bell.
- O. At the elementary school level, “student day” shall mean the time period from release to homeroom to release to busses for dismissal.

### III NEGOTIATING PROCEDURE

- A. Requests for Negotiations
  - a. If either party desires to open negotiations for a successor Agreement, it shall notify the other party in writing not sooner than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Notification in writing from the Association shall be served on the superintendent and from the board shall be served on the president of the K.E.A. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.
  - b. Within twenty (20) calendar days after receipt of such notice, but in no event later than forty-five (45) calendar days prior to the expiration of this Agreement, an initial meeting will be held at which both parties will submit, in writing, their proposals and thereafter additional items shall not be submitted by either party unless the other party consents thereto.
  - c. Proposals shall specify in form and detail that to which agreement is sought to terms acceptable to the proponent without clarification or supplementation.

**B. Negotiations Meetings**

- a. Meetings shall be scheduled at reasonable times, intervals, and places and shall avoid, as nearly as practical, conflict and interference with school and employment schedules.
- b. Meeting shall be closed to the press and public.
- c. Either party may recess for a caucus of a reasonable length at any time. Prior to the conclusion of any session, the parties shall agree upon a time and place for the next session.

**C. Representation** – Representation at negotiation meetings shall be limited to a maximum of five (5) representatives of the board and a maximum of five (5) representatives of the K.E.A. In addition, each team may have up to two (2) observers at each meeting.

**D. News Releases** – Periodic progress reports may be issued during negotiations to the public provided any such news releases shall have the prior approval of both parties. Internal reports may be made at any time by either team to its constituents.

**E. Agreement**

- a. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representative of each party.
- b. The final Agreement reached through negotiation containing all items shall be reduced to writing and submitted to the K.E.A. for secret ballot membership ratification vote. Upon approval by a simple majority of those voting, the Agreement shall be submitted to the board for its action by not later than its next regularly scheduled meeting. If approved by both parties, the Agreement shall then be executed.

**F. Impasse** – If agreement is not reached within thirty (30) calendar days after the first negotiation meeting, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service. By mutual written agreement, the parties may select a private mediator or mutually agree upon any other dispute settlement procedure at joint expense.

**G. Exclusivity of Procedure** – The negotiations procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Paragraph (F) of this article constitutes the parties' mutually agreed upon exclusive dispute settlement

procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

- H. Exchange of Information – Upon reasonable request, the board will provide the K.E.A., at no cost, with all available public information, in such form as it exists, related to subjects of negotiation, and the K.E.A. will provide the board, at no cost, with all available non-confidential information, in such form as it exists, related to subjects of negotiations.

#### IV

### WORKDAY AND WORK YEAR

#### A. WORKDAY AND WORK YEAR

- i. The length of the regularly scheduled teacher workweek shall not exceed 2175 minutes a week at the elementary level. There will be a maximum of sixty (60) minutes weekly collaboration time before or after the student day. The standard weekly building schedule will be set before the start of the school year. The workday will not exceed seven (7) hours and twenty (20) minutes at the middle school and high school. Middle school team time may be changed to self-directed planning time when self-directed planning time is used to accommodate parent meetings. The day shall begin no earlier than 7:10 a.m. and end no later than 4:00 p.m. Flexible workday schedules before 7:10 a.m. or after 4:00 p.m. may occur upon agreement of the teacher involved, KEA Executive Council and Kenston Board of Education.
- ii. Members of the bargaining unit shall have a duty-free lunch period of no less than thirty (30) consecutive minutes per day exclusive of student passing time.
  - 1. KHS Block Scheduling – Lunch periods may be twenty-five (25) minutes in duration excluding passing time. Five (5) minutes shall be added to the affected teacher's planning time.
- iii. At the elementary level there shall be a minimum of thirty (30) continuous minutes of planning time each day, unless agreed upon by the teacher. Blocks of less than twenty (20) minutes shall not be counted as part of the teacher directed time. At the middle school and high school there shall be a minimum of thirty (30) continuous

minutes of planning time each day. Blocks of less than fifteen (15) minutes shall not be counted as part of the teacher directed planning time.

- iv. Assignments given to teachers during the time before the first class and after student dismissal shall be consistent with this Agreement and shall not exceed assignments well established by past practice.
  - v. Where teams are a required part of any teacher's assignment, for example, two (2) or more teachers teaching from an inclusion model, or teachers teaching an interdisciplinary unit, efforts will be made to provide a minimum of thirty (30) minutes shared planning blocks for each team daily.
- b. Teacher directed planning time will be scheduled within the student day and will be exclusive of lunch periods, homeroom, passing time and after school dismissal. During planning time, teachers may leave the building for curricular or professional activities and emergency situations. Planning time will be scheduled with the following weekly minimum amounts: High School: 360 minutes; Middle School: 318 minutes; Elementary: 315 minutes.
- i. Teachers will be guaranteed a minimum of thirty (30) minutes of planning time during the student day and there will be no extended time if self-directed planning time is moved outside of the school day but remains in the seven (7) hour and fifteen (15) minute teacher workday and the workday is extended from an ending time of 3:30 p.m. to 4:00 p.m.
  - ii. At the request of the teacher, lost planning time at the elementary level due to teacher attendance at elementary student performances will be rescheduled by the administrator within a work week.
- c. In addition to teacher directed planning time, professional meeting time (non-teacher directed) will be provided with the following weekly minimum amounts: High School: fifty (50) minutes; Elementary: sixty (60) minutes. Any time beyond the minimum weekly teacher directed planning time may be considered professional meeting time (non-teacher directed) Professional meeting time (non-teacher directed) is intended to provide time for collaboration and/or communication of a professional manner. Professional time may be regularly or flexibly scheduled. If flexibly scheduled meetings occur, attempts will be made to provide an advance notice of 24 hours. This time may not be used for the assignment of duties or unpaid in-building substitutes. Every middle school staff member shall

be part of a teacher team. Every member of a team shall meet in a team setting a minimum of 107 minutes per week.

- d. Overload pay for elementary teachers: When no reasonable alternative to the maximum pupil contact time (1640 minutes) can be arranged, the teacher will be compensated at the appropriate per diem rate. The formula for calculating the compensation for each period in excess of the norm shall be:
    - i. Teacher base pay from the salary schedule (Base Salary, Step 0, Level 1)  $\times$   $1/8$   $\times$  number of class meeting times ) = Teacher's total salary.
  - e. Overload pay for secondary teachers: Middle school and high school teachers shall be assigned a maximum of thirty (30) instructional periods per week or an equivalent amount of time (exclusive of lunch period, homeroom assignments, study hall assignments, and other student supervision periods). Where no reasonable alternative to the maximum pupil contact time can be arranged, the teacher will be compensated at the appropriate per diem rate. The formula for calculating the compensation for each period in excess of the norm shall be:
    - i. Teacher base pay from the salary schedule + (base salary, Step 0, level 1)  $\div$  6  $\times$  period(s) beyond 6 periods. Prorated if less than one (1) year or one (1) period.
    - ii. Overload pay for high school block schedule: Effective with the 2009-2010 school year, teacher base pay from salary schedule + (Base salary, Step 0, Level 1)  $\div$  3  $\times$  block(s) beyond 3 blocks. Prorated if less than one (1) year or one (1) block.
- B. Teacher participation in activities outside the regularly scheduled workday, including evening or weekend activities will be voluntary. Teachers may be expected to attend one (1) faculty meeting per month beginning promptly at the end of the teacher workday as described in section C below, and one (1) open house per school year unless excused for legitimate reasons. The high school with block scheduling may schedule a second open house when parent conference time is reduced the equivalent amount of time. High school teachers who do travel duty at the high school shall be required to do two (2) open houses.
- C. Non Assignment of the Contracted Day
- The contract day will be extended forty-five (45) minutes one (1) day per week. Those bargaining unit members whose supplemental duties require supervision of students during that extension will be excluded from the extension. The time

will be used to hold the IAT/IEPs, grade level meetings, department or team meetings, etc. The time would not exclude voluntary committee meetings from being held but it is not designed to provide for them. Meetings of committees with volunteer members may be held during this period provided they do not conflict with other scheduled meetings of the type described in the preceding sentence. Faculty meetings shall only be held on an extended contracted day as provided in this paragraph, once per month and shall be no longer than sixty (60) minutes in length.

Effective with the 2011-2012 school year there will be one extended day of forty-five (45) minutes and one staff meeting of no more than one (1) hour per month.

D. School Year (effective 2014-2015)

- a. The school year shall consist of a maximum of one hundred eighty-five (185) days and shall include no fewer than four (4) teacher workdays which shall be used as follows:
  - i. Two (2) days prior to the start of the students' year
    1. One (1) teacher directed workday (no meetings)
    2. One (1) administrative directed day
  - ii. One-half (1/2) day teacher records day at the end of the first (1<sup>st</sup>) quarter.
  - iii. The last day of the first semester as a clerical workday at all grade levels
  - iv. Three and one-half (3 ½) hours scheduled between 7:30 a.m. and 3:30 p.m. on the last calendar day for clerical work
- b. Teachers who have a conflict with college coursework on the last teacher workday shall notify the building principal prior to Memorial Day. The teacher shall arrange an alternate check-out day to be completed within five (5) days of the last teacher workday.
- c. NEOEA Day shall be scheduled as a non-work, non-paid day, unless the school calendar is changed to first semester ending before winter break.
- d. The equivalent of two (2) full days will be used for parent conferences during which time the students will be dismissed.
- e. All members of the bargaining unit shall receive a copy of the calendar for the forthcoming year prior to the final teacher workday on each school year.
- f. All regular school days shall be scheduled on weekdays. If weather or other calamity conditions make it impossible to achieve the minimum number of instructional days after utilization of all legally permissible

closing/calamity days, the required number of days shall be rescheduled. The calendar days selected for rescheduling shall be determined by the board.

- g. No meetings shall be scheduled outside the contractual school day five (5) days prior to when report cards/grades are due.
  - h. Every effort will be made to balance the number of instructional days by semester.
- E. Traveling teachers will be assured a minimum of ten (10) minutes between assignments in different buildings and these minutes will not count toward their total planning time for the week. The home school will be defined as the building in which the teacher spends the most time. The teacher will report to and follow the schedule of the home school in regard to staff meetings, preparation minutes, etc.
- F. Designated for assignment substitutes (other than those employed as substitute leave replacement teachers) shall be expected to report for duty on each day when school is in session and students are in attendance and are compensated on a per diem basis for their work, as set forth in Article XV below.
- G. Given the sporadic nature of their assignments, Home instruction tutors are assigned, on an as needed basis, to tutor students whose individual circumstances require home instruction. In each instance of assignment, the tutor will be advised of his/her schedule at the outset of the assignment by the superintendent or designee, with regular updates to follow.
- H. The workday for tutors/intervention specialists and ESL's shall be established on an annual basis. Those work hours, once established, shall not be reduced after completion of the first full week of services during the month of October. Should the number of hours for tutoring/intervention specialist services or ESL services in a particular year become unnecessary due to, for example, student reassignment, the tutor/intervention specialist shall be subject to reassignment to other comparable instructional duties or supervisory duties. The workday schedule for tutors/intervention specialist and ESLs may not include periods, during the day, of unassigned time for which no compensation is provided unless approved by the affected tutor and K.E.A. president.
- I. Tutor/intervention specialists, HITs and ESLs shall be paid preparation time equal to the minimum teacher directed preparation time provided to teachers in the building he/she is assigned. The preparation time will be exclusive of lunch

periods, homeroom assignments and posting time. Preparation time for less than a full time tutor assignment will be prorated.

- J. At the elementary level there shall be a minimum of thirty (30) continuous minutes of planning time each day, unless agreed upon by the tutor/intervention specialist, HIT or ESL. Blocks of less than twenty (20) minutes shall not be counted as part of the member's teacher directed time. At the middle school and high school there shall be a minimum of thirty (30) continuous minutes of planning time each day. Blocks of less than fifteen (15) minutes shall not be counted as part of the teacher directed planning time.
- K. All tutors/ESLs who work twenty (20) hours or more per week shall receive, each day, an unpaid duty free lunch of at least one-half (1/2) hour.
- L. Tutors/intervention specialists, HITs and ESLs and any other hourly member of the bargaining unit shall not attend any meetings beyond their regularly scheduled day unless they are compensated at their appropriate hourly rate. Prior administrative approval is required for additional time.
- M. All reorganization of language changes related to tutors/intervention specialists and ESLs shall not alter the current intent of the meaning of said language.

## V

### TEACHER RIGHTS

- A. All members of the bargaining unit shall have the right to join or not join any organization for their professional or economic improvement leading to the advancement of public education.
- B. Nothing in this agreement shall prohibit any member of the bargaining unit from presenting his or her views or grievances which affect his or her status in the district to his or her principal, the superintendent, or, if neither of the foregoing results in satisfactory resolution, to the board. However, private negotiations and/or agreements involving this Agreement and the subjects contained herein between an individual or group of individuals and the board or administration are prohibited.

- C. No grade given to a student by a member of the bargaining unit may be changed except for an error in calculation or if the grade is arbitrary; nor shall any grade be changed until after a conference with the teacher unless this is impossible.
- D. Academic Freedom – it is the goal of the board to educate students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality. It is the practice of the administration to allow freedom of teaching and to encourage experimentation to accomplish the aforementioned. The teacher is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem of value to the maturity and understanding of the students involved. Any such selection(s) is subject to the possibility of administrative review. If the administrator determines that a portion of the subject matter being taught is inappropriate to the maturity and understanding of the students involved, the administrator shall so specify in writing and shall order the teacher to discontinue covering the subject matter. All sides of an argument are to be fairly presented and discussed, and when the teacher expresses personal opinion, it shall be identified as such.
- E. Payroll Deduction Options – The board shall provide all payroll deduction options currently available to the employees. The board shall remit a check to the appropriate organization(s) for the total of the voluntary deductions along with a complete accounting showing the individuals for whom money is being remitted and the amount of the remittance for each individual as soon as it is reasonably possible after receipt thereof.
- F. E-Mail Direct Deposit  
All bargaining unit members shall receive salary payments via e-mail direct deposit.
- G. Nondiscrimination – Neither the board nor any of its individual members, the administration or any individual administrator, nor the K.E.A. or any of its members shall practice any discrimination on the basis of age, sex, color, national origin, religion, marital status or membership or non-membership in any professional organization and/or affiliates.
- H. Pupil Discipline
- a. Members of the bargaining unit have the authority to make emergency removals of students from curricular or extra-curricular activities of the student's presence poses a continuing danger to persons or property or

an on-going threat of disrupting the academic process or extra-curricular activity.

- b. If, following an emergency removal of a student by an employee from curricular or extra-curricular activities under the employee's supervision, the principal elects to return a pupil prior to the expiration of twenty-four (24) hours, the employee shall be provided with written reasons for the reinstatement of the pupil providing the employee has put into writing, using the appropriate referral form, and presented to the principal reasons for removal. Employees who remove students from class without following up on communications with the appropriate staff member (principal, unit principal, etc.) on form provided for that purpose as soon as possible and in no event later than the beginning of class the next day shall be subject to progressive disciplinary action.
- c. In all cases of an alleged assault involving a student and employee, the employee shall receive, in writing, a notification of disciplinary action taken. If the employee requests an oral explanation of the reason(s) supporting the action, an oral explanation will be given.

## **VI**

### **TEACHER-ADMINISTRATION LIAISON**

#### **A. Building Councils**

- a. A school faculty council shall be established within each school building. This council shall consist of the building principal and staff members. The size and membership of the council shall be decided in September of each year by the faculty members at the first organizational meeting. The chairman shall be elected by the council. Meeting time will precede regularly scheduled faculty meetings.
- b. The purpose of the council will be to provide a vehicle for communication among the staff members and the administrators of the school
- c. The superintendent shall be invited to attend a meeting when it is deemed necessary by the members of the council. The council will meet upon call of the chairman or a majority of the members to discuss matters of mutual concern.

- B. Curriculum Committee – To effect proper continuity of the Kenston school curriculum, the following procedures have been established:

A teacher from each educational level – primary, intermediate, middle and high school – will be assigned to act as coordinator of a particular discipline at that level. A second person will assume the coordination of a second discipline, etc. until all the disciplines are served – the disciplines being language arts, math, science and social studies. It will be the responsibility of each coordinator to hold subject matter meetings within his level as well as communicate with coordinators of like disciplines from the other levels. The principal will aid the coordinators in arranging these meetings and whatever else need be done.

- C. Textbooks, Supplies, Equipment and New Construction

- a. Before a textbook is chosen for a particular teaching area, teachers in that teaching area must be consulted and at least the majority of these teachers be in agreement on that textbook.
- b. Before a budget is decided upon for each high school department or building at the elementary and middle school levels, all teachers in the department or building will be consulted to their needs. Such needs will be considered and notification of the total allotted expenditure with respect to each high school department or building will be made by not later than October 15 to the building council. Budgets shall indicate the amounts budgeted in each of the following categories.
  - i. Instructional materials and supplies
  - ii. Equipment – new and replacement
- c. When new facilities are being planned, a committee will be set up consisting of the personnel who are going to use these facilities and architects designing those facilities. The exact makeup and number of members of this committee shall be decided by the administration and staff of the building affected at the time the new facility is in the planning stage. (The recommendations of this committee will be considered in the development of new building plans.)
- d. A textbook adoption must be recommended in each subject matter area at least once in each five (5) year period.
- e. The following procedures shall be followed relative to the implementation of budgets:
  - i. Instructional materials or supplies – Teachers shall not be required to purchase instructional material, supplies or equipment from personal funds. Teachers who wish to purchase instructional materials or supplies which are not readily available in the district

and who wish to be reimbursed shall submit a written estimate of cost and shall seek advance approval from the building principal. Disapproval by the principal shall include a written reason to the teacher. Approved expenditures shall be reimbursed.

- ii. Standard supplies – Teachers shall be surveyed at least once a year with a standard supply form concerning their needs for the coming school year. Of problems occur in the obtaining of standard supplies, the teacher shall notify the building principal in writing.
- iii. Equipment – new and replacement – Teachers who wish to purchase equipment shall notify the building principal in writing of the needed equipment. Disapproval by the principal shall include a written reason to the teacher.

## VII ABSENCES AND LEAVES

### A. Paid Leaves

#### a. Sick Leave

- i. Each member of the bargaining unit is entitled to fifteen (15) days of sick leave per school year credited at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each completed month of service plus previous accumulation. Sick leave may be taken in increments of no less than  $\frac{1}{4}$  (one-quarter) day. A teacher may take increments of no more than  $\frac{1}{10}$  of a day not to exceed five (5) times per school year. The maximum sick leave accumulation shall be two hundred seventy-five (275) days of accumulated sick leave.
- ii. Five (5) days, to be charged against subsequently earned sick leave, will be advanced to all new employees. If an employee exhausts accumulated sick leave, an advance of sick leave up to the total amount of leave that remains earnable during that school year, but in no event to exceed an advance of fifteen (15) days will be made. An employee who exhausts sick leave while under contract to the board is entitled to medical leave of absence in accordance with the terms and conditions of Section 3319.13 Ohio Revised Code. All advance sick leave shall be repaid to the board should any employee not return to work for any reason.
- iii. An employee may be absent from regular duties may be absent from regular duties because of personal illness for a period not to

exceed his/her total number of days of accumulated sick leave without loss of pay. Efforts should be made not to schedule doctor's appointments on key days (i.e. conference evenings, open house, field trips, professional development days...) Reasons for the use of sick leave are:

1. Personal illness, injury, doctor appointment or pregnancy;
2. Personal illness or injury in the immediate family; "immediate" family is considered:
  - a. Husband, wife
  - b. Children (biological, foster, adoptive, step)
  - c. Father, mother
  - d. Father-in-law, mother-in-law
  - e. Any other relative if the relative is dependent for care upon the member of the bargaining unit, and no closer relative may reasonably be expected to perform this care.

In accordance with Ohio Revised Code Section 3319.141, falsification of a statement justifying the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

3. In the event a member of the bargaining unit seeks to use sick leave due to the illness of a member of the immediate family as defined in Article VII (A)(ii) (c) (d) or (e), the member may use no more than ten (10) weeks (Fifty (50) days) of paid sick leave in any school year for such purposes. Additional days may be granted with the agreement of the administration and the association.
4. Death in the immediate family; "immediate family" is considered:
  - a. Husband, wife
  - b. Children (biological, foster, adoptive, step)
  - c. Father, mother (step)
  - d. Brothers, sisters (step)
  - e. Father-in-law, mother-in-law
  - f. Brother-in-law, sister-in-law
  - g. Grandparents
  - h. Grandchildren
  - i. Daughter/son-in-law
  - j. Niece/nephew
  - k. Aunt/Uncle

5. Exposure to contagious disease which could be communicated to others.

a. In accordance with Ohio Revised Code 3319.141 falsification of a statement is grounds for suspension or termination of employment under Section 3319.16.

b. Fifteen allowable sick days during the year of retirement will be accrued and then reconciled at the end of that school year. Severance will be calculated as the 235 day maximum.

c. When the employee's attendance record shows an excessive and/or repetitive pattern of absenteeism, absence may be subject to administrative review and verification.

d. During the year of retirement, an employee shall begin the school year with a maximum of 235 accrued sick days.

b. Personal Leave

i. Each member of the bargaining unit shall be entitled to three (3) days of non-accumulative personal leave during each school year to be used in increments of at least one-quarter (1/4) day. The employee shall give his/her building principal at least twenty-four (24) hours advance notice of the leave unless precluded from doing so by an emergency.

ii. Personal days may be used on any day of the school year. If the day is before or after a holiday or vacation period or on the day prior to the first student day of the school year or the day following the last student day of the school year the employee must meet the informational requirements set forth in the special leave article of this Agreement.

iii. Personal leave may not be used for gainful employment

iv. Unused personal days will be converted to sick leave at the end of each school year.

c. Special Leave

i. One (1) day per year is granted to include funerals not covered by sick leave; mandatory court appearances; necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods; religious holidays; unusual family obligations ("family" is defined as in Article VII (A) (ii)) such as adoptions, weddings and graduations over which the employee

has no direct control; or an emergency situation which meets the approval of the principal/supervisor and the superintendent.

- ii. All special leave, except emergency, must have prior approval of the principal/supervisor and the superintendent
- iii. Special leave is non-accumulative and is not deducted from sick leave and is used in increments of at least one-quarter (1/4) day.
- iv. Except for Rosh Hoshana or Yom Kippur or emergency situations (bad weather, power outages, car trouble...) personal leave shall be exhausted prior to the use of special leave. Special leave shall be approved for each of the reasons listed herein.

d. Maternity Leave

- i. Available sick leave may be used after childbirth for up to ten (10) calendar weeks from the delivery date, for the purpose of maternal (mother's) recuperation. Such time shall be indicated as FMLA leave as well. Absence days taken beyond said weeks will be considered child rearing leave without pay. (See also Article VII – Child Rearing Leave/Family and Medical leave of Absence.)
- ii. Written notice of intention to take such maternity leave must be given to the superintendent, building principal and treasurer as soon as practical. The notice shall include the anticipated due date, sick leave balance, last day of work and return to work date.
- iii. Please Note: Article VII (C.a.i.) regarding use of paid leave during Family Medical Leave of Absence.

e. Sabbatical Leave – In accordance with Ohio Revised Code 3319.131 the following sabbatical leave provisions shall apply:

- i. Any member of the bargaining unit who has completed five (5) consecutive years as a Kenston employee may be granted a leave of absence for professional improvement for up to one (1) full school year thirty-six (36) weeks. No more than five percent (5%) of the professional staff will be granted such leave at any one time.
- ii. Application for sabbatical leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The application shall be presented to the superintendent. If sabbatical leave is requested for an effective date of the first day of the fall semester, all reasonable efforts shall be made by the employee to advise the administration of such request as early in the spring as possible. Applicant must be notified by the board of the disposition within thirty (30) days of submission of the request. The application shall

- include an outline of the program of study or research to be pursued or the proposals for professional improvement.
- iii. The applicant's plan shall meet all other requirements as established by a sabbatical leave committee.
  - iv. The sabbatical leave committee shall consist of three (3) members appointed by the K.E.A. and two (2) administrators appointed by the superintendent. The sabbatical leave committee shall be responsible for recommendations to the superintendent.
  - v. The superintendent will place before the board at its next regularly scheduled meeting recommendations of the sabbatical leave committee for official board action.
  - vi. It is intended that study and other proposals for professional improvements will involve the subject area or will lead to the completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, is not already held. Application for leave for travel will outline in detail the scope and nature of the travel, will make provision for an itinerary covering a minimum of four (94) months for one semester leave of eight (8) months for a year's leave, will show clearly how such travel will contribute directly to improve classroom instruction or improve professional services by the member, and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.
  - vii. Sabbatical leave for professional improvement will not be granted to any employee more often than once for every five (5) consecutive years of service nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for, and are awaiting, such leave.
  - viii. The amount of pay which an employee may receive while on leave under the provisions of this section will equal the difference between his contract salary and that of his/her replacement during the year.
  - ix. Upon his/her return from leave, a member's salary and fringe benefits will be the same as he would have received had the period of his leave been spent in the school system, and he will be returned to the same position that he held at the time said leave commenced giving credit for the year.
  - x. All members will, as a condition of approval for leave of absence for professional growth, sign a written agreement to return to service in

the Kenston Local School District for a period of at least one (1) year immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the board all of the pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment. Refund of pay received on leave may also be required if the sabbatical leave committee judges that the member failed to complete satisfactorily the program of professional improvement, unless such failure was deemed beyond the control of the member.

f. Professional Leave

- i. Any member of the bargaining unit may be granted leave of absence for professional improvement provided the principal so recommends, and the request is approved by the superintendent. Such leave is with full pay and a substitute provided. If no substitute is available, the leave may be canceled at no cost to the employee, including reimbursement of non-refundable expenses.

g. Jury Duty

- i. The board shall pay a member of the bargaining unit who serves on a jury the difference between the employee's regular compensation and the remuneration (without regard to reimbursed juror's expenses, if any) received by the employee for jury service.

B. Unpaid Leaves

- a. Upon written application of a member of the bargaining unit with three (3) or more years of service in Kenston, the board may grant such member an unpaid leave of absence of up to one (1) year's duration. The application shall be submitted thirty (30) days in advance of the first day of the leave. The leave may be renewed by the board upon written request of the employee.
- b. Child Rearing Leave
  - i. Leave for purposes of child-rearing without pay will be granted at the request of a member of the bargaining unit; the duration of such leave to be governed by the following factors:
    1. The leave whether for female or male, shall extend through the remainder of the school contract year (or for a shorter period at the request of the employee an approval of the superintendent) and, upon the request of the employee for an additional school year.

2. If the employee granted leave is on a limited contract, the contract shall be extended until the expiration of the leave; Ohio Revised Code Section 3319.11 will then apply with respect to any nonrenewal decision, and operation of this sentence will in no event increase or decrease the rights of the employee with respect to tenure. Pregnancy or parenthood shall not be grounds for termination or nonrenewal of an employee's contract; however, this leave does not exempt the employee from other nonrenewal provisions. The provisions of this Agreement as set forth in the sections regarding reductions in force shall apply.
3. Individuals on child rearing leave shall notify the superintendent by letter of plans for the coming school year by March 15 preceding that school year, unless the leave begins subsequent to March 15, in which case the employee shall have until June 1 to notify the superintendent of his/her intentions for the coming school year. If notification is not received in a timely fashion (either March 15 or June 1, whichever applies), it will be assumed that the individual on leave does not wish to return to employment with the Kenston Schools.
4. Notice of intention to take a child rearing leave of absence must be given as soon as practicable. If such notice is given and the reason for leave is materially altered by an unforeseen change in circumstances the employee will not be forced to take the leave. Leave will not be granted to begin when the child is more than six (6) months old except in special circumstances. In cases of adoption, where the adopted child is more than six (6) months old at the time the employee receives physical custody, leave will be granted if requested not later than one (1) week after receipt of custody.
5. An employee on unpaid child rearing leave of absence who notifies the superintendent of the desire to return to work shall resume the same contract status and shall be entitled to reinstatement preferably to the same position which he/she held prior to the leave, or if that position is no longer available or in existence, to as substantially an equivalent position as possible for which the employee holds valid, unexpired certification/licensure.

6. Sick leave for pregnancy shall be granted as needed.

7. These provisions shall also apply to adoptive parents.

c. Group Insurance While on Unpaid Leave of Absence

- i. Any member of the bargaining unit on an unpaid leave of absence shall continue to have group insurance premiums paid by the board in accordance with the provisions contained herein for the portion of the school year equivalent to the fraction obtained by dividing the number of days in the school year for which the employee has been paid by the total number of contractual working days in the school year. (For example: if the school year consists of one hundred eighty four (184) workdays and the employee has been paid for ninety-two (92) days that school year, the employee would be entitled to six (6) months of group insurance premiums paid by the board for that school year in accordance with the terms of this negotiated agreement.) However, any employee employed at the conclusion of a school year shall receive benefits through the conclusion of summer unless he/she is paid in full at his/her request prior to the conclusion of summer in which case benefits terminate at the time the employee is paid in full.
- ii. Any employee who is not eligible for board payment of group insurance premiums shall have the option of maintaining group insurance coverage by payment of the premium by the employee, providing the carrier permits this action. All checks shall be due in the office of the board on the fifth (5<sup>th</sup>) of the month of actual coverage. If checks are not received by this date, coverage shall be terminated on the last day of the current month. It is the sole responsibility of the person on leave of absence to pay the payroll clerk of any responsibility if coverage should lapse.
- iii. This provision shall apply to employee on leaves of absence as well as employees who are without the jobs as a result of reductions in staff but who are awaiting recall to available openings.

C. Family and Medical Leave of Absence

a. Eligibility

- i. An eligible employee may take up to twelve (12) consecutive work weeks of an unpaid leave (FMLA Leave) in a twelve (12) month period measured from the date the employee begins the FMLA leave for one or more of the following circumstances:
  1. The birth of an employee's child and to care for the child

2. The placement of a child with an employee for adoption or foster care;
  3. To care for the spouse, child or parent of an employee when that family member has a serious health condition.
- ii. To be eligible for FMLA leave, employees must:
    1. Have been working for the board for at least twelve (12) months before the leave request (these do not need to be consecutive months) and
    2. Have worked at least 1,250 hours during the last twelve (12) months. Full time certificated/licensed employees employed for at least twelve (12) months are presumed to meet this requirement.
  - iii. In cases in which the board employs both the husband and wife, the total amount of FMLA leave is twelve (12) weeks for the couple for the birth or placement of a child.
  - iv. This policy does not limit or enlarge entitlement to paid or unpaid leave or continuation of group insurance while on an unpaid leave of absence to which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in Section (A) (1) above, the leave will be treated as and counted against FMLA leave available under this article and the employee must comply with the requirements of this article. Use of FMLA leave under this article shall not diminish a teacher's entitlement to group insurance while on unpaid leave under Article VII (I).
- b. Notice
- i. The employee shall provide the superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
  - ii. Whenever the leave is necessitated by the serious health condition of the employee or his/her family member and is foreseeable based upon planned medical treatment, the employee shall provide the superintendent with no less than thirty (30) days prior written certification (FMLA Form 7 or 8) issued by a health care provider to support his/her request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the

superintendent with no less than thirty (30) days prior written certification (FMLA Form 9). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

c. Intermittent Leave and Reduced Work Schedule

- i. When medically necessary, an employee may take intermittent FMLA leave or a reduced work schedule to care for a spouse, child or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the board.
- ii. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for the purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, such employee must elect either:
  1. To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
  2. To transfer temporarily to an available alternative position (if any) offered by the board for which the employee is qualified, and that
    - a. Has equivalent pay and benefits; and
    - b. The board determines better accommodates recurring periods of leave than the regular employment position of the employee.
- iii. If any other employee requests intermittent leave or a reduced work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
  1. The employee is qualified for the position and
  2. The position better accommodates recurring periods of leave

d. Leave Near End of Semester

- i. If an employee begins any FMLA leave more than five weeks prior to the end of a semester, the board may require the employee to continue taking leave until the end of the semester if:

1. The leave is of at least three (3) weeks duration, and
    2. The return to employment would occur during the three (3) week period before the end of the semester.
  - ii. If an employee begins FMLA leave for purpose of a birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the board may require the employee to continue taking FMLA leave until the end of the semester if:
    1. The FMLA leave is greater than two weeks duration, and
    2. The return to employment would occur during the two (2) week period before the end of the semester.
  - iii. If an employee begins FMLA leave because of the birth or placement of a child or in order to care for a spouse, child or parent during e period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the board may require the employee to continue to take leave until the end of the semester.
- e. Medical Opinion
  - i. The board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provided designated or approved by the board. If the second opinion is in conflict with the first, the board may require, at the board's expense, that the employee obtain the opinion of a third health care provided who shall be mutually agreed upon by the employee and the board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA leave.
- f. Benefits
  - i. The board shall maintain coverage under the group health plan for the duration of the FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each moth. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.
- g. Return to Work
  - i. When an employee is medically able to return to work after a serious health condition, he/she shall provide the board with a statement from his/her health care provider (FMLA Form 10) that

the employee is able to resume the job functions for his/her position.

- ii. At the end of an FMLA leave, the board shall restore an employee within a reasonable time to the same position the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA leave.
- iii. Should an employee not return to work at the end of the FMLA leave for reasons other than the continuation, recurrence or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the board for the health insurance premiums paid by the board during the FMLA leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence or onset of the serious health condition. Certification (FMLA Form 7) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

h. Construction

- i. Any ambiguities in this article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this article shall have the same meanings as those terms are defined in the Family Medical leave Act.

## **VIII WORKING CONDITIONS**

- A. The board recognizes the necessity of abiding by state and local codes pertaining to safety and health. It is their intention to provide adequate facilities for each staff member.
- B. Employees will be provided with a separate lunch area.
- C. Available computers and printers may be used by teachers for preparation of instructional materials. Duplicating machines, copying machines, and other

materials will be available in each school for the use of teachers in preparing instructional materials.

- D. The board shall not require any member of the bargaining unit to assist any student in taking medicine, aiding in medical procedures or assisting in student bodily functions. Ohio Revised Code 3723.02 requires medical personnel to handle medical procedures. This section does not apply to the school nurse.
- E. Employees will not be expected to confer with parents except during conference periods or by appointment, unless an emergency arises.
- F. Not less than one (1) room, appropriately furnished, shall be reserved for use as a lounge for staff members. At least one lounge in each building will include a refrigerator.
- G. Telephones for the use of the professional staff will be available in each building. The telephones will be in private locations.
- H. Storage facilities in which employees may store instructional supplies shall be provided in each building. Upon the request of a teacher, a lockable storage facility will be provided sufficient for the teacher's reasonable personal belongings and supplies for which the teacher is held accountable.
- I. Separate clean, well-lighted faculty restroom facilities will be provided for men and women in each building.
- J. Each school will have a workroom reserved for the use of the staff and containing the equipment and supplies necessary to the preparation of instructional materials. Such equipment and supplies would include any material necessary to normal classroom operation.
- K. A member of the bargaining unit who is required to collect student fees or make any other collection of monies for school related purposes as determined by the administration, shall exercise reasonable custodial care of such funds. No member of the bargaining unit shall be held liable for any loss of such funds unless the employee's actions, under the circumstances, demonstrate a reckless or negligent disregard of the board's interests.

L. Parent – Teacher Conferences

- a. It is a teacher's responsibility to properly inform parents as to the progress of their child in school and, through a personal contact, offer suggestions as to how improvement, if needed, can be brought about. If at all possible, conferences should be arranged so that they do not conflict with the teacher's instructional time. If that is not possible, released time will be provided and a substitute will be hired.
- b. Teachers who wish to mail letters or any other correspondence to parents shall provide the school secretary with legible, handwritten note. The school secretary shall be responsible for typing and mailing.

M. The Kenston Local School District strives to maintain class size below the state maximum standards. The Kenston Schools also recognizes the increased responsibility classroom teachers have with special needs students. Attempts will be made to support the classroom teacher in working with special needs students (i.e. lower class size...). The Kenston Schools will continue to take reasonable steps to deal with class size and special needs students issues that are consistent with its financial resources, facility capacity and enrollment patterns.

N. Teachers will be compensated for scoring student responses to any state/federally mandated instruments of assessment (diagnostic, proficiency, practice proficiency and achievement tests) pertaining to regular education. Pre-approved compensation for scoring such assessments outside of the school day will be paid at the curriculum rate.

O. The board expects Kenston's faculty members to dress in a professional manner.

**IX  
EVALUATION**

(The provisions of Article IX set forth below are subject to modification following completion of the work of the existing evaluation committee and adoption by the board of an evaluation policy which complies with Revised Code 3319.111. Should the evaluation committee agree upon a standards-based teacher evaluation policy by June 1, 2013, the board shall adopt the committee's recommendation. If the committee does not agree upon a standards-based teacher evaluation policy by June 1, 2013, the consultation required by Section 3319.111 shall be deemed to have been accomplished

and the board shall adopt a standards-based evaluation policy as recommended by the superintendent. The timing of all observations and evaluations commencing with the 2013-2014 school year shall be in accordance with the timeline set out in Revised Code Section 3319.111.) See Memorandum of Understanding for agreement on evaluation procedures. This will supersede the following in Article IX-Evaluation.

A. Purpose of Evaluation

- a. To provide feedback and record commendable teacher performance.
- b. To continue to provide quality education.
- c. To provide written documentation of a teacher's performance.
- d. To aid and enhance professional growth.
- e. To encourage and generate a co-operative environment within the education staff.
- f. To assist the appraisee by developing a plan of action to achieve greater effectiveness in his/her respective assignment.
- g. To assist in making sound administrative decisions regarding the utilization and placement of certified/licensed staff.

B. Definitions

- a. Evaluation is the process by which supervisory personnel gather data from firsthand observations (formal and informal) of actual teaching/learning events for the purpose of analyzing teaching/student behaviors and activities for instructional improvements.
- b. Information observation is a visitation for a portion of or a full class period for the purpose of collecting data for the assessment of the appraisee's performance.
- c. Formal observation is a visitation for an entire class period or an entire lesson for the purpose of collecting data for the assessment of the appraisee's performance.
- d. Pre-conference
  - i. Time prior to the formal observation when appraiser and appraisee may review relevant issues of the forthcoming lesson/class to be formally observed
- e. Post-conference
  - i. Time after the formal observation when the appraiser and appraisee will review the recently completed formal observation.
- f. Appraiser – the licensed building principal, or his/her licensed designee as charged by the superintendent of schools with the responsibility of evaluating the buildings' staff each year.
- g. Appraisee – a member of the bargaining unit.

### C. Evaluation Procedures

- a. Appraiser and appraisee set time for pre-conference
- b. Pre-conference is held during an appraisee's conference time or a mutually agreed upon time.
- c. Relevant issues to be reviewed in the pre-conference may include, but not necessarily be limited to the following items.
  - i. Educational objectives and correlation to course of study.
  - ii. Instructional strategies
  - iii. Educational materials
  - iv. Evaluation means
  - v. Exchange of information between appraiser and appraisee to assist mutual understanding regarding observational and lesson activities.
  - vi. Relevant student information, where appropriate
- d. If a pre-conference is used as part of the formal evaluation process, the pre-conference shall take place within five (5) school days of the actual observation, or at a time mutually agreed upon. If a pre-conference is not used, a five (5) day notice or mutually agreed upon time for the formal observation shall be arranged with the observed teacher.
- e. Formal Observations
  - i. The appraiser will attempt to begin the observation at the beginning of the class or lesson.
  - ii. The formal observation will entail a minimum of thirty (30) minutes and a maximum of sixty-five (65) minutes, unless mutually agreed upon by both parties.
  - iii. The results of the formal observation will be incorporated into the formal evaluation form.
  - iv. The appraiser will attempt to conclude the observation at the end of the class or lesson
  - v. The appraiser will monitor items in the formal observation discussed in the pre-conference and any other relevant items
  - vi. The appraiser will spend time reviewing and assessing pre-observation notes, formal observation notes and draw conclusions as a means of completing the evaluation form.
- f. Informal Observations
  - i. An informal observation may be done anytime and may be unannounced. It shall be followed by a note or conference. The informal observation may only appear in a personnel file, for teachers in their first year in Kenston or during the year of consideration for continuing contract.

- ii. In addition to the formal classroom observation, no more than two (2) written informal evaluations within one school year may be placed in the personnel file of the aforementioned group. Any informal evaluation that is placed in the personnel file shall have a post conference, initiated by the administrator within five (5) school days in which the appraisee has been present.
- g. Post Conference
  - i. The post conference shall be held within five (5) school days of the observation, for which the appraisee has been present, or a mutually agreed upon time.
  - ii. The post conference will be held during the appraisee's conference time or during a mutually agreed upon time.
  - iii. During the post conference, the formal observations shall be exchanged, read and discussed, along with any other matter of concern. The evaluation form will be discussed during this time.
  - iv. Three copies of the form shall be made
  - v. The member of the bargaining unit has the right to reply in writing to the remarks of the evaluation form, and have that reply attached to the form in question in the member's personnel file. This reply shall be made on the rebuttal form.
- h. In lieu of formal observations, with the agreement of the teacher and building principal, a teacher on continuing contract may determine to engage in one of the following three (3) evaluation options as described in the Kenston Administrative Guidelines:
  - i. Peer to peer coaching
  - ii. Video self-taping
  - iii. Teaching-learning portfolios
- i. Evaluation of librarians, guidance counselors, social workers, OT/PT, school psychologist, and speech therapists shall be done by way of their respective courses of study/job descriptions. Each spring, these members of the bargaining unit shall establish goals for the coming school year. This shall be done as a pre-conference between appraiser and appraisee. This conference shall take place after April 1 and before October 1. Prior to April 1, the appraiser and appraisee shall meet for a post conference of the past school year, in order to identify the goals that have been accomplished and to what degree they were accomplished.
- j. Frequency of Observations
  - i. Members of the bargaining unit will be evaluated by their principals with assistance from other supervisory staff at the principal's request. Evaluations must include personal observation of the

employee's work and may be made at any time upon request of the employee or as deemed necessary by the principal.

- ii. Members of the bargaining unit new to the district and those eligible for tenure shall be formally observed at least three (3) times a year for evaluation purposes. The first observation must take place prior to November 1. The third observation must take place prior to April 1.
- iii. Members of the bargaining unit new to a building or administrative unit shall be formally observed at least two (2) times a year for evaluation purposes prior to the last day of school.
- iv. All other members of the bargaining unit, except those to whom Section L applies, will be formally observed no more than three (3) times per year.
- v. A request for additional observations and conferences as a means of professional growth for one's self may also be made by a member of the bargaining unit.

k. Professional Appraisal

- i. In accordance with all the stated purposes of the evaluation in Article IX, A, each teacher shall be provided with a summative appraisal and conference prior to the end of the school year. All staff members will receive at least one (1) and no more than two (2) appraisal(s) within a twenty-four (24) month period. Under extenuating circumstances, the evaluation time requirement may be extended upon the mutual agreement of the K.E.A. president and superintendent.
  - 1. The summative appraisal will provide comprehensive feedback of a staff member's performance in and outside the classroom setting.
  - 2. The summative appraisal will be recorded on a form which categories the total professional tasks of the teacher.

l. Growth in Job Performance

- i. Where serious questions arise as to the competency of a member of the bargaining unit, the member in question will be formally notified (Form 11 – Notification of Growth in Job Performance). Within six (6) weeks of the notification a minimum of two (2) additional formal observations and conferences shall be held; at least one of these observations shall be conducted by a member of the administrative staff previously uninvolved in the current evaluation process.

- ii. During such additional observations and conferences, the principal and others on the supervisory staff must point out to the member of the bargaining unit exactly where deficiencies exist and make specific efforts to help the member of the bargaining unit to improve. These suggestions shall be documented on the evaluation form.
- iii. In the case of continued incompetence and after sufficient opportunity has been given for the member of the bargaining unit to improve, the member of the bargaining unit must be informed through a conference and the resultant evaluation form, that failure to make a sustained and continued improvement may result in dismissal.
- iv. A final conference will be held prior to April 1 for any member of the bargaining unit who will not be recommended for re-employment, and the appraisal conference forms (including a summative appraisal that was performed in the current school year) containing all the necessary data will be sent to the superintendent no later than April 1-
- v. The building principal or administrative designee shall notify, in person, the member of the bargaining unit, who is being recommended for nonrenewal, prior to board action on the nonrenewal, provided the appraisee has been present during the five (5) school days preceding the board meeting. The evaluation procedure set forth in this Article IX shall supersede and take the place of those set forth in Ohio Revised Code section 3319.111 provided, however, that any teacher whose contract is nonrenewed retains those rights of appeal as set forth in Ohio Revised Code 3319.111 provided, however, that any teacher whose contract is nonrenewed retains those rights of appeal as set for in Ohio Revised Code 3319.11. All termination of teachers' contracts shall be in accordance with Ohio Revised Code 3319.16.
- vi. Those teachers who will be eligible for continuing contract consideration during that school year must provide written notice of such eligibility to the office of the superintendent, the building principal and the K.E.A. president by October 1<sup>st</sup>. Failure to provide the required notice in the time period described above will mean that the teacher waives his/her eligibility for continuing contract consideration for one (1) school year. The intent of this language is not to eliminate tenure from the Kenston Schools.

**X**  
**PERSONNEL FILES**

- A. Each member of the bargaining unit shall have the opportunity to review the contents of his/her official personnel file except for material supplied to the administration as confidential prior to employment. A representative of the association may, at the employee's request, accompany the employee in such a review or may review the file for an employee who is unable to be present if the employee so indicates in writing to the superintendent. An employee shall be entitled to a copy of any material except that supplied to the administration as confidential prior to his/her employment. Subsequent to the effective date of this agreement, a copy of any material placed in the personnel file shall be provided to the employee at the time it is placed in the file.
  
- B. No evaluative material can be placed in the personnel file unless it is attached to the evaluation form (form 4) or summative appraisal conference form. An employee shall have the privilege of replying to any material in his/her official personnel file. He/she may provide a written reply which shall be attached to the subject of the response and placed in his/her personnel file. An employee shall be informed of any record of any complaint made with respect to him/her by a parent, student, teacher, administrator, board member, etc. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record or used as a basis for any personnel decision; it may, however, be used as a basis from which investigation leading to information dealing with a personnel decision is based.
  
- C. Items as entered into the personnel file will have a log date indicating date of entry. The superintendent or his designee must be present at all times while an employee is reviewing his/her file.

## XI JOB SECURITY

### A. Progressive Discipline

- a. No member of the bargaining unit shall be disciplined or deprived of any professional benefits without just cause. Whenever disciplinary action is taken, it will be in accordance with the following principles of progressive corrective action provided; flagrant violations may result in immediate imposition of any action available to the board. For a first offense situation and any subsequent offenses where such action is deemed appropriate, by the administrator involved, an oral warning may be issued at a conference held for that purpose. Subsequent offenses may subject the offender to letters of reprimand or further disciplinary action; further disciplinary action shall not be taken until a letter of reprimand is issued, unless the offense is of a serious nature, in which case immediate corrective action may be taken. Each party shall have the right to a representative of his/her choice at any disciplinary conference. Upon the employee's request, written reprimands and/or letters of a disciplinary nature will be removed from the employee's personnel file providing that three (3) years have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the three (3) year period. This does not include the removal of any formal evaluation document. The superintendent or his designee must be present at all times while the personnel file is being perused. This paragraph shall not apply to the nonrenewal of limited contract teachers pursuant to Ohio Revised Code 3319.11.

### B. Reduction in Force

#### a. General Procedures

- i. A reduction in the work force may take place for the reasons stated in Ohio Revised Code 3319.17. The displacement of a temporarily-assigned member of the bargaining unit by the return to duty of a regular employee after a leave of absence shall not be considered a reduction in the work force within the meaning of this article. Final RIF language will be presented as MOU in conjunction with the evaluation language.
- ii. The superintendent shall provide written notice to the K.E.A. president of the anticipated positions to be eliminated, and the reasons therefore, not less than thirty (30) calendar days prior to

board action and at least forty-five (45) days prior to the effective date of the reduction.

- iii. Prior to board action to effect a reduction in the work force, the superintendent shall provide written notice to each affected employee of his/her impending layoff with a copy furnished to the K.E.A.
  - iv. As to tutor/intervention specialists and ESLs the provisions of Article XI (B) shall apply, provided that reductions in force among tutor/intervention specialists and ESLs shall be done on the basis of district seniority as a tutor/intervention specialist or ESL. The tutor/intervention specialist or ESL may only exercise bumping rights in specialty areas for which they hold the appropriate certificate/license and provided further that no tutor/intervention specialist or ESL shall be entitled to exercise seniority rights to bump into or displace any employee in the district other than a junior tutor/intervention specialist or ESL, respectively.
  - v. In the event of a reduction in force, tutors/intervention specialists and ESLs alone may exercise their authority to displace only members of the bargaining unit junior to them employed in their specific classification. Tutors/intervention specialists or ESLs shall not displace other members of the bargaining unit.
  - vi. Designated for assignment substitutes shall not be entitled to exercise any rights under Article XII (C) or Article XI (B).
- b. Determination of Reduction in Force List
- i. The impact of a reduction in the work force upon members of the bargaining unit will be minimized by attrition in the work force (that is, approved leaves of absence or the severing of employment through retirements, resignations, or terminations of employment for any other reasons). A decision not to fill a vacated position shall not be construed as a reduction in the work force within the meaning of this article.
  - ii. The members of the bargaining unit to be laid off shall be determined, within each affected area of certification/licensure, by system wide seniority as defined in Section (C) of this Article, except that in all areas of certification/licensure a member of the bargaining unit with tenure shall be deemed to have greater seniority than a member of the bargaining unit without tenure.
  - iii. The employee(s) with the least seniority will be determined on a system wide basis in the elementary schools, and by departments in the secondary schools. An employee shall not lose seniority

when he/she changes assignments to a different position, department, grade level or building. Employees with multiple certification/licensed areas shall be given the full benefit of their areas. (That is, if an employee is certified/licensed to teach both mathematics and science but is teaching mathematics exclusively and is the least senior person in that department at the time of a reduction in force, the employee shall be reassigned to science if there is employed at the time of the reduction a science teacher with lesser seniority.)

- iv. Those members of the bargaining unit who are laid off as part of a reduction in the work force shall be placed on a reduction in force list ("RIF list") and shall have recall rights, as indicated in section c. below, for a period of two (2) calendar years from the effective date of the layoff.
- c. Reinstatement of Teachers from the Reduction in Force List
- i. If a bargaining unit position is filled, it shall be offered to the most senior member of the bargaining unit with certification/licensure for the position whose name appears on the RIF list. The affected member of the bargaining unit will be notified of recall by certified mail, it being mutually understood that the employee is responsible for keeping the board informed of a current, accurate address. If the member of the bargaining unit does not accept recall within fourteen (14) calendar days from the postmark date of the recall letter, all recall rights shall be deemed fully and finally waived and the position will be offered to the next most senior name on the RIF list. If an offer of recall occurs during a school year and the member of the bargaining unit is employed in another school district, the employee may accept recall effective with the beginning of the next succeeding school year. During the implementation period of any recall, temporary employees may be used to cover positions that need to be filled.
  - ii. A recalled member of the bargaining unit will be fully restored to contractual status, salary and fringe benefits with no credit, however, for the time spent on layoff. The board agrees not to employ a new member of the bargaining unit in a particular position so long as names appear on the RIF list with respect to that position.
  - iii. Laid off members of the bargaining unit will be given preferential consideration for available substitute or part-time service in their areas of certification/licensure; however, acceptance or rejection of

such service shall not be deemed in and of itself as a waiver of recall rights under this article.

- d. Nothing in this section shall be construed to diminish in any way the legal rights of continuing contract employees.

### C. Seniority

- a. Seniority is defined as length of continuous service with the board, measured from the employee's first day worked. In the event of a tie, the senior person shall be determined by
  - i. Highest column (BA/BS 129/138) on salary schedule; then by
  - ii. Length of total service with the board, then by
  - iii. Length of total teaching experience, then by
  - iv. Date of signature on first teacher contract in the Kenston Schools, then by
  - v. The flip of a coin

Extended service at the beginning or end of a school year and service in non-bargaining unit positions shall not count toward accumulation of seniority. Periods of layoff (up to two (2) calendar years), disability retirement, approved unpaid leaves of absence and service in non-bargaining unit positions shall neither break nor be counted toward accumulation of seniority.

- b. By not later than November 1 of each school year, the board agrees to post seniority lists in each faculty lounge. Such lists will also note those member of the bargaining unit with continuing contract status. Employees with multiple areas of certification/licensure shall be listed in all areas for which they have valid certification/licensure. Each employee shall have thirty (30) calendar days within which to advise the superintendent, in writing, of any inaccuracy as shown on the posting, with respect to his/her seniority status. If no protest is timely filed, the employee's seniority status shall be considered final until the next year's posting. If a protest is timely filed and an adjustment made as a result, revised seniority lists showing any adjustments will then be posted.
- c. No part time employee shall have seniority rights over a full time employee for a full time position. Part time is defined as less than one hundred twenty (120) days of full time equivalent (FTE) employee service in a school year. However, all previous full time work shall count towards seniority for any job plus any pro-rata part time worked. In this case, a part time teacher whose total (full time and pro rata part time) seniority shall displace a full time teacher with less seniority. Pro rata part time seniority accumulation shall only occur after full time employment.

## XII VACANCY, TRANSFER AND PROMOTION

### A. Assignments

a. Employees will be notified before the regular school year ends of their assignments for the coming school year. Every effort will be made to minimize alterations of schedules. Employees will be notified as soon as possible if any change is anticipated in their assignments.

### b. TES/GELC Construction Reorganization

Those members of the bargaining unit who are required to move to Timmons Elementary School from Gardiner Early Learning Center due to the closing of Gardiner Early Learning Center will be compensated up to four (4) days pay at the base rate and furnished with proper moving supplies.

Those members of the bargaining unit required to change rooms at Timmons Elementary School, as a result of the closing of Gardiner Early Learning Center will be compensated up to two (2) days at the base pay rate and be furnished with proper moving supplies.

### B. Vacancies

a. Vacancies for positions, including promotional and supplemental contract positions, will be posted in each school of the district and all qualified members of the bargaining unit will be given due consideration. Bargaining unit members with appropriate licensure and qualifications who apply shall be interviewed before outside candidates are considered. With respect to supplemental contract positions, applicants from within the bargaining unit who are qualified will be given first consideration. In case of a vacancy occurring during the summer, all those who contacted the superintendents' office prior to the vacancy will be contacted. Tutor/Intervention Specialists, ESLs, HITs, designated for assignment substitutes and substitute leave replacement teachers may apply for vacancies which arise in the bargaining unit. They will be given due consideration for the vacancy with verification of proper qualifications.

### C. Voluntary Transfers

a. Vacancies will be filled on the basis of proper qualifications except that, with respect to filling a bargaining unit position, preference shall be granted to qualified members of the bargaining unit who applied for the position on the basis of seniority (i.e. the most senior applicant will be

offered the position) unless following seniority in a particular case would be contrary to the best educational needs and interests of the district.

**D. Involuntary Transfers**

- a. When need exists which could necessitate an involuntary transfer of an employee by an administrator, the following steps should be taken:
  - i. The administrator shall attempt to solicit volunteers for such transfers.
  - ii. The administrator shall review the transfer needs and discuss them with the employee(s) involved.
  - iii. If all constructive means attempted to remedy the need are ineffective toward a solution, an involuntary transfer may be initiated by the administrator who shall transfer the least senior qualified teacher unless following seniority would be contrary to the best educational needs and interests of the district.

**XIII**

**COMPLAINT PROCEDURE**

- A. Complaints against any member of the bargaining unit shall be handled by the administrator as he deems appropriate to the situation. In most cases, the person making the complaint will be referred to the employee. If the complaint remains unresolved after the administrator who received the complain has attempted to resolve it, a meeting shall be held between the employee(s), the complainant(s) and the administrator in an effort to resolve the complaint and/or determine the facts before the complaint progresses to the next level of this procedure. If a complaint still exists, it will be handled in the following sequence: principal, superintendent, and finally the board. In any case the employee will be informed of the situation and will be involved at any of the steps as deemed necessary in the situation. Upon being informed the employee who is the subject of the complaint shall be provided the opportunity to respond to the complaint.
- B. No complaint shall be recorded or used as the sole basis for any personnel decision without first identifying and substantiating the complaint at which time the employee will be notified.

## XIV ASSAULT PROTECTION

The board supports totally the prosecution of any student or visitor to school property who assaults a member of the bargaining unit. Procedure for filing reports of assault.

- A. Any member of the bargaining unit who has experienced an assault at the hands of a student or visitor to school property while working that resulted in physical injury or in damaged or destroyed personal property shall make an immediate oral report, if possible and shall within one (1) day, unless incapacitated, make a written report of the circumstances thereof to the building principal. The employee shall make supplemental written reports attaching copies of any summons, complaints, process information, indictment, notice or demand served upon him in connection with such assault within five (5) days after he has been served therewith, and shall report the final disposition of any such proceedings.
- B. The principal or designated representative shall obtain a list of witnesses to said assault of a member of the bargaining unit by a student or visitor to school property; the principal shall then obtain a written statement of the observations of each witness.
- C. Such reports will be forwarded to the board through the superintendent's office, provided that such information is not privileged by law, and copies of all reports will be provided the assaulted employee by the board.
- D. The superintendent shall acknowledge receipt of the principal's and the employee's reports and shall communicate this information immediately to the president of the board and president of the K.E.A. with a written follow-up.
- E. It is fully understood that an employee assaulted in the course of employment as a member of the Workmen's Compensation Fund has a right to file a claim with the state for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.
- F. If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection with his/her employment, the board will furnish legal counsel to defend such person provided, at the time of the alleged assault, the person acted within the scope of his/her employment and acted in good faith belief that such conduct was lawful and in the best interests of the district. A decision to withhold legal counsel shall be based upon all evidence

available at the initiation of the criminal or civil proceeding(s) and may be made if such evidence leads to the reasonable conclusion that the employee did not act in the good faith belief that his/her conduct was lawful and in the best interest of the district. In this event the board shall be entitled to recover the full amount of its legal expenses with respect to the employee.

- G. Ohio law requires that police court affidavits be filed by the affected parties. The school principal will usually file in the case of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
- H. No action against an employee shall be taken on the basis of a complaint by a parent or a student for an alleged assault; nor shall any notice thereof be included in the employee's personnel file unless the matter is first reported to the employee in writing at which time the employee may appeal the notice to the superintendent. The employee shall have the right to request a hearing by a designated representative of the board. An employee shall have the right to be assisted at such hearings by counsel of the employee's choice.
- I. If court action results, the employee shall be granted leave of his/her professional duties and a qualified substitute provided with no loss of pay for days in court or official court proceedings.
- J. If an assault on a member of the bargaining unit by a student or visitor to school property results in an employee being unable to work for a period of time, the member shall be provided leave until he/she is able to resume his/her professional duties without loss of pay and no deduction will be made from his/her sick leave for a period not to exceed twenty (20) days.

**XV**  
**SALARY ITEMS**

**A. Salary Schedule**

Annual Salary Increase

- a. Effective for the 2013-2014 and 2014-2015 school years, the base salary on the attached salary schedule (Appendix A) shall be \$38,252 for 2013-2014 and \$38,635 for 2014-2015.

**B. Operation of Salary Schedule**

- a. All members of the bargaining unit shall be paid according to the attached salary schedules. Pay and benefits for part time employees shall be prorated according to the hours worked; K.E.A. president shall receive a copy of the calculations of the proration of pay for all part time employees.
- b. There shall be (6) levels of training: BA/BS, 129 hours, 138 hours, MA, MA+15 and MA+30. The amount of training and degree received from accredited institutions shall determine the placement on a level for salary purposes. Earned college credit must be evidenced by an official transcript to be filed with the superintendent in addition to those required, if any, by the county and state. A grade report slip or other appropriate proof may be substituted temporarily by the employee for the official transcript. Salary level adjustments shall be made at the beginning of the first semester and at the beginning of the second semester. All hours are calculated in semester hours.
- c. New employees joining the system will be given credit for previous experience and military service up to a maximum of three (3) years, but the board may grant additional years if they so desire.
- d. Except for substitute or temporary teaching, a minimum of a bachelor's degree is required for employment.
- e. Salary payments shall be made on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month at the rate of 1/24 of the annual contract less deductions. If the first regularly scheduled workday of the school year falls on or before August 31, salary payments shall begin with the fifth (5<sup>th</sup>) of September; if the first regularly schedule workday of the school year falls on or after September 1, salary payments may begin with the twentieth (20<sup>th</sup>) of September. If payday falls on a Saturday, Sunday or holiday, the payday shall be the immediately preceding Friday except Good Friday. The board shall continue to mail paycheck confirmations to teachers for pay days which occur over vacation periods as in the past.

- f. All bargaining unit members shall receive salary payments via direct deposit.
- g. Applications for new city tax deductions will be accepted until November 1<sup>st</sup> each school year for January deduction. The board will consider five (5) new municipalities each year prioritized by the highest number of applicants for that entity. (In the event of a tie, total seniority of the number of applicants for that community will break the tie.)

It will be the responsibility of the employee to make any address changes affecting the tax directly with the Payroll Department.

#### C. Conference Period Substitute Pay

- a. Employees who sign a supplemental contract to substitute may be required to do so. The substitution must be during a preparation period when the employee is available. The rate of substitution pay is calculated as follows: base salary (Step 0, Level 1) divided by 185 days, divided by eight (8), divided by forty-two (42), times the number of minutes the teacher works as a substitute.
- b. Applies to substitute leave replacement teachers who have worked more than 16 days in his/her leave replacement position.

#### D. Extended Service

- a. A member of the bargaining unit who is required to work beyond the one hundred eighty-five (185) day school year will be compensated at his/her per diem rate of pay for each additional day worked, prorated to the nearest one-half (1/2) day.

#### E. Summer School

- a. Summer school positions shall be posted on the first Monday in May, or as soon as such positions become known. The postings will be for a period of at least five (5) days. Applicants shall have ten (10) days from the date of initial posting to apply for the summer school job. Such application shall be submitted to the principal. All employees who make application for summer school teaching shall receive notification by June 7 that:
  - i. There is no possibility of appointment
  - ii. A probability of appointment is contingent upon student enrollment and administrative policy regarding enrollment.
  - iii. A contract will be extended.
- b. The first priority used for summer school staffing shall be to consider those employees who taught summer school in the preceding year; the second

priority shall be to consider those who have seniority within the corresponding department or grade level of the course or class being offered as determined by the length of continuous service to the Kenston Schools during the regular school year. The third priority shall be to consider seniority within the school district. Summer school compensation shall be determined by the superintendent or building administrator of Kenston summer school.

- c. The western field trip compensation for the director and assistants shall be determined by the superintendent and director.

#### F. Curriculum and Other Special Employment

- a. Employees may be employed for professional work as requested by the board. This employment shall be voluntary. The hourly rate of pay shall be calculated as follows: base salary (Step 0, Level 1) divided by 185 days, divided by 7.25 = hourly rate. This is not to be confused with any other per diem rate of pay allowed.
- b. Any special education teacher experiencing significant caseload issues, may request release time from his/her building administrator.

#### G. Mileage Reimbursement

- a. Members of the bargaining unit shall be reimbursed at the standard mileage allowance prescribed by the Internal Revenue Service (IRS) every July 1<sup>st</sup> of each contract year whenever they are required to drive their own automobiles for school related business. This shall not apply to trips to and from school undertaken to fulfill daily work duties.
- b. Trips (for which mileage is to be paid) must have prior approval by the superintendent or building principal on the form provided. Forms shall be available in the school offices. In emergency situations, the prior approval requirement shall be waived.

#### H. Supplemental Positions and Salaries

- a. Acceptance of a supplemental position shall be voluntary except the band and choral director supplementals may be required.
- b. All supplemental salaries shall be paid at the rates set forth in the attached Appendix B times a base salary (Step 0, Level 1).
- c. Once a teacher is placed on the schedule, the teacher can only move one (1) year for each year of experience in the sport or activity, and the teacher must move a year for each year of experience. An employee who functions in the position of assistant and is promoted to the head position

or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.

- d. Supplemental salaries shall be paid according to one the following plan:
  - i. Seasonal activities shall be paid in a lump sum payment not later than the full pay period following completion of the regular seasonal supplemental contract assignment.

These payments shall be treated for withholding tax purposes as a supplemental tax wage payment subject to withholding at the minimum flat rate as determined by the IRS.
  - ii. Year long activities shall be paid in twenty-four (24) installments combined with regular earnings.
  - iii. The supplemental contract shall designated which of the two (2) payments is applicable to the job.
- e. If new positions are created by the board or if the duties connected with existing positions are substantially altered, the pay for the newly created or altered position shall be negotiated by representatives of the board and the K.E.A. The pay that is determined by the committee shall be considered an addendum to the existing supplemental professional schedule. An activity may be commenced during negotiation of the compensation, but the pay that results shall be effective with the first day the activity began.
- f. Bargaining unit members who are supplemental contract holders with only one step will receive a one percent (1%) increase for each five (5) years of experience at Kenston in a related activity. Non-bargaining unit members who are supplemental contract holders with only one step will receive a one half percent (1/2%) increase for each five (5) years of experience at Kenston in a related activity. Bargaining unit members who are supplemental contract holders with Step 0, 1 and 2 will receive a one percent (1%) increase for each five (5) years beginning with the eighth (8<sup>th</sup>) year of service at Kenston in a related activity. Experience need not be consecutive – only in the same or related activity. Non-bargaining unit members who are supplemental contract holders with Steps 0, 1 and 2 will receive a one half percent (1/2%) increase for each five (5) years beginning with the eighth (8<sup>th</sup>) year of service in a related activity. Experience need not be consecutive – only in the same or related activity. This does not apply to class trips.
- g. A supplemental contract which is extended beyond the regular length of the contract will receive additional pay at a rate determined by the supplemental salary time length of extension divided by regular season

length. The athletic director and/or principal will determine the number of assistants who will receive extensions.

I. Designated for Assignment Substitutes

- a. The daily rate paid to designated for assignment substitutes shall be 110% of the board approved daily substitute rate for casual day to day substitutes for the first thirty (30) days of service in a school year, increasing to 120% of the daily rate for casual day to day substitutes approved by the board for all days thereafter in that same school year.

J. Substitute Leave Replacement Teachers

- a. The salary for substitute leave replacement teachers shall be as follows:
  - i. 0-60 consecutive days in a single teaching assignment, the substitute leave replacement teacher will be placed on the teacher salary schedule at Step 0, level 1. This applies to substitute leave replacement teachers who work at least twelve (12) days or more in the same assignment 61<sup>st</sup> consecutive day of assignment and thereafter – the substitute leave replacement teacher shall be placed on the regular teacher salary schedule, not to exceed Step 3 of said schedule.

K. Tutor/Intervention Specialists, ESLs and HITs

Level/Semester Hours

	1	2	3	4
Step/Experience	BA	BA 150	MA	MA+15
0-3	0.0007456	0.0007716	0.0007986	0.0008265
4-6	0.0007716	0.0007986	0.0008265	0.0008555
7 and above	0.0007986	0.0008265	0.0008555	0.0008855

- a. All Rates are hourly, based on a percentage of the BA base salary.
- b. For the 1998-1999 school year, all tutors/ESLs shall be placed at the appropriate experience level based upon their years of Kenston service; their education column placement shall be determined individually.
- c. Experience refers to Kenston school experience.
- d. All tutors/ESLs who work twenty (20) hours or more per week shall receive, each day, an unpaid duty free lunch of at least one-half (1/2) hour.
- e. Compensation adjustment shall be effective with the start of the 1998-1999 school year.

**XVI**  
**FRINGE BENEFITS**

- A. The board shall provide health and dental insurance for members of the bargaining unit. Eligible members of the bargaining unit have a managed care program with benefits as described in Appendix A. The board's share of the premium, whether for single or family coverage, will be prorated in a case of a part time employee. Effective September 1, 2011, the board will pay 90% of premium for single coverage, 89% of premium for family coverage for managed care and dental programs.

All new employees hired for the 2011-2012 school year and after, the board will pay 85% of the premium for family and single coverage.

Effective September 1, 2013, the board will pay 83% of the premium for single and family coverage for managed care and dental programs for any employee and/or family member who uses tobacco products. Employees will be surveyed annually about his/her/family tobacco usage. Falsification will be grounds for termination.

- a. Pre-existing condition – a pre-existing condition is an illness, injury or medical condition, including pregnancy, which exists on the effective date of coverage and for which the employee or dependent has received medical treatment or advice within the past six (6) months. No payment will be made for services related to a pre-existing condition until the employee or dependant has been treatment free for a period of nine (9) consecutive months. After nine (9) consecutive treatment free months, the waiting period is waived for the remaining months. If the employee or dependant is not treatment free for nine (9) consecutive months of coverage, no payment will be made for the condition for a full twelve (12) months after the effective date. This pre-existing condition clause does not apply to employees of new groups who were covered under the group's prior health insurance coverage. However, subsequent additions to the group are subject to this pre-existing condition clause.

Pre-existing condition clause does not apply to new employees with no health coverage. (New employees with available C.O.B.R.A. benefits are subject to pre-existing condition clause).

- B. An employee currently enrolled in and otherwise eligible for family coverage may elect to have no medical insurance coverage (hospitalization and major medical) for an entire school year and so shall receive an annual payment of \$450 during the month of June of that year. An employee currently enrolled in and otherwise

eligible for family and dental coverage may elect to have no such coverage for an entire school year and so shall receive an annual payment of \$100 during the month of June of that year. The initial election in either case must be made in writing to the treasurer no later than August 15 of each school year. Once an employee has elected this option and continues to be eligible, it is assumed that they do not need a new request for the ensuing school year. However, an employee who elects no medical or dental subsequently may elect to participate in either of those insurance plans during that year, subject to the rules of the carrier, if she or he has had a change in marital status through death, divorce, dissolution of marriage, or if her or his spouse becomes unemployed and so loses insurance coverage. Upon election to participate in coverage, the employee waives eligibility for the annual payment described above.

- C. The board will provide full time members of the bargaining unit (but not spouse or dependents) with twenty-five thousand dollars (\$25,000) life insurance coverage with accidental death and dismemberment riders. Participating employees may purchase additional life insurance through payroll deduction provided requirements imposed by the insurance carrier are satisfied. Employees may elect to purchase an additional twenty-five thousand dollars (\$25,000) of life insurance through payroll deduction.
- D. The board will fully reimburse those employees who incur premium costs of Medicare payments. This reimbursement will be paid quarterly by the board to the employee.
- E. Employees shall be entitled to insurance plan descriptions in the form made available by the insurance carrier.
- F. The board shall have the right to select the insurance carriers for the insurance fringe benefits described in this article. In the event a change in carrier is made, the current coverages or their equivalents shall be continued or improved unless otherwise mutually agreed by the board and the association. The board will provide at least thirty (30) days notice to the K.E.A. president in the event of a change in any insurance carrier. Should either the board or association seek to change any of the benefit levels, the parties shall meet for the purpose of negotiating such changes in accordance with the provisions of Article III provided, however, that an agreement may be reached to change benefit levels at times other than contract expiration.
- G. The K.E.A. president shall each receive one (1) copy of all insurance policies.

- H. Open Enrollment: Should the Kenston Board of Education eliminate open enrollment, any employee with students already enrolled in the district and all of their siblings (born or unborn) shall be permitted to continue in the district through graduation.
  
- I. Designated for assignment substitutes and HITs shall not be entitled to participate in any aspect of the health insurance fringe benefit program. The board contribution for single or family coverage in the health care benefit program for tutors/intervention specialists and ESLs who elect to participate in the health benefit program will be as set forth below and will be based on the hours established during the first full week in October.
  - a. 33.75 or more hours per week                      90% board payment
  - b. 25 – 33.74 hours per week                         74% board payment
  - c. 20 – 24.99 hours per week                         59% board payment
  - d. 0 – 19.99 hours per week                            0% board payment
  - e. The tutor/intervention specialist and ESL individual contribution towards the cost of these benefits will be deducted from the employee's paychecks over the period October through June, with the health benefit coverage available on an October – September benefit year.
  
- J. Healthcare committee
  - a. Establishment of a committee  
 A healthcare committee from all stakeholders shall be convened as needed to review proposals, investigate options that maximize employee benefits and promote fiscal responsibility.

**XVII**  
**SECTION 125 PLAN**

- A. The board shall establish a "cafeteria plan" that is designed to (1) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis, (2) allow employees to elect to receive additional cash in lieu of board paid health care coverage (as agreed to by the board and the association, and (3) allow employees to elect to participate in the dependant care and medical care flexible spending accounts ("FSAs") described in paragraph "C" below. In accordance with the foregoing, the payment in lieu of

insurance coverage (Section 33 H) provisions of this agreement shall be made through the cafeteria plan.

- B. The cafeteria plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the cafeteria plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g. divorce, death of spouse, change in employment status, including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the cafeteria plan will be provided on an annual basis at the time of enrollment and will also be available through the board treasurer's office and or the TPA.
  
- C. Under the cafeteria plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year) and receive a corresponding credit under a dependant care FSA. Under the dependant care FSA, reimbursement may be received for dependant care expenses described in IRC Section 129. In addition, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$3,600 per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the board or of another employer. To comply with the requirement of IRC Section 125, amounts remaining in the FSAs at the end of a 2 ½ month grace period following the end of each plan year will be forfeited.
  
- D. The board shall be the administrator of the cafeteria plan, but may delegate administration to the treasurer's office and/or a third party administrator, the costs of which shall be charged to the employee accounts under the FSAs. The board shall be permitted to administer, interpret and operate the plan as the board shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the board may also provide for restrictions on the timing of the benefit elections of employees and dependants under the health care plans of the board. The board does not guarantee the tax consequences of the cafeteria plan or that reimbursements from the FSAs will be

tax free; and the treasurer's office will report taxable income and prepare and file W-2s and other tax forms with governmental agencies as it believes it is required to do so by law.

## **XVIII RETIREMENT**

- A. Severance Pay – A member of the bargaining unit may elect, at the time of retirement from active service with the board, to receive severance pay in accordance with the percentage of the value of the employee's accrued but unused sick leave at the time of retirement. This payment shall be based on the employee's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. An employee may receive only one payment under this article. As used in this article, "retirement" means (1) disability or service retirement under the State Teachers Retirement System set forth in Ohio Revised Code 3307, or (2) resignation if the member of the bargaining unit is at least fifty-five (55) years of age and has at least ten (1) consecutive years of service (with approved leaves of absence not contributing to nor interrupting service) with the board, or (3) death, in which case payment shall be made to the employee's spouse, or if there is no spouse, to the employee's estate. In the retirement, fifteen allowable sick days will be accrued and then reconciled at the end of that school year.
- B. Severance will be paid on the following schedule.

A signed "hard-copy" retirement letter received in the board of education office by:

March 31	32% of 235 day maximum
April 30	29% of 235 day maximum
June 1	27% of 235 day maximum
After June 1	25% of 235 day maximum

For retirements effective at the end of the 2012-2013 school year, members who present a signed "hard-copy" letter of intent to retire to the Board of Education office by April 30, or two (2) weeks following contract ratification, whichever is earlier, shall be eligible for the 32% severance incentive.

C. The 403(b) Plan and Elective Deferral of Severance Pay

- a. 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 ("IRC"), certain retiring employees shall have their severance pay (as defined below) 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 teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this section, this arrangement is referred to as the 403(b) plan.
- b. For purposes of the 403(b) plan, the term "severance pay" shall include any severance pay that a member is entitled to on account of "retirement," pursuant to Article XVII (A) of this agreement.
- c. Participation in the 403(b) plan shall be mandatory for any teacher who:
  - i. Is employed on or after the effective date of this agreement
  - ii. Is entitled to severance pay, and
  - iii. Is, or will be, age 55 years or older in the calendar year in which he/she retires, or if applicable, resigns.
- d. If a retiring teacher is a participant in the 403(b) plan, an employer contribution shall be made on his/her behalf under the 403(b) plan in an amount equal to the total amount that otherwise would be payable to the participant as severance pay.
- e. The required contribution to the 403(b) plan shall be made within the timeframe provided for payment of severance pay in G.2. above.
- f. In the calendar year of retirement, or in any other calendar year, the total amount of severance 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 TSA's that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five (5) calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth (5<sup>th</sup>) calendar year after retirement, the remaining excess shall be paid in cash to the retired member.

- g. The TSA that shall be used for the 403(b) plan shall be the group annuity contract of AIG VALIC has made available for use with its "special pay plan." However, the board will maintain the terms of the 403(b) plan and will not be using the AIG VALIC plan documents. 403(b) plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) plan on behalf of the member. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the board and the association.
- h. If a teacher 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 teacher in accordance with the terms of the 403(b) plan provider's contract.
- i. A teacher who is entitled to severance pay under Article XVII(A) of this agreement and who is not an eligible participant in the 403(b) plan will continue to be eligible for any and all severance payments in accordance with Article XVII(A) . Any such teacher may elect to defer such payments to a TSA as permitted by law and board policy.
- j. After adoption of the 403(b) plan, any administrative fees shall be borne by the 403(b) plan participants.
- k. All contributions to the 403(b) plan, all deferrals to a TSA and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the treasurer, in his or her sole discretion, determines is required by law. Neither the board nor K.E.A. guarantee any tax results associated with the 403(b) plan, deferrals to a TSA or check payments made to a teacher.

#### D. STRS Pickup

- i. The total annual salary of each member of the bargaining unit, as shown on the teachers' salary schedule, shall be payable by the board in two 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 from time to time by the State Teachers Retirement System ("STRS"), pursuant to Ohio Revised Code 3307, 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 "pickup" of the STRS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be

payable, subject to applicable payroll deductions, to said employee. The board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the agreement not been in effect.

- m. The board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the "pickup." The board shall report for federal and Ohio income tax purposes as an employee's gross income and said employee's total annual salary less the amount of the "pickup." The board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pickup." The board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- n. The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for all other salary related purposes except those pertaining to this "pickup" deferring the "pickup" amount in relation to state and federal taxes.

## **XIX**

### **GRIEVANCE POLICY AND PROCEDURE**

#### **A. Definition**

- a. A grievance is any allegation by a member of the bargaining unit or the K.E.A. that a provision of this agreement has been violated, misinterpreted or misapplied.

#### **B. Statement of Basic Principles**

- a. The chairman of the K.E.A. grievance committee shall receive notice of any grievance meeting held pursuant to the formal grievance procedure. The K.E.A. shall have the right to have a representative present at such grievance meetings.
- b. A grievant shall not be subject to reprisals by virtue of participation in the grievance procedure nor shall the fact of filing a grievance be recorded in the grievant's personnel file.

- c. A grievance may be withdrawn at any level. A withdrawn grievance shall not be reopened except by mutual agreement of the parties.
- d. Grievance proceedings shall be kept as informal and confidential as is practical.
- e. Time limits set forth in the grievance procedure shall not be extended except by mutual agreement of the parties.
- f. Failure by a grievant to meet a time limit set forth in the grievance procedure shall constitute a complete waiver of the grievance. Failure to respond to a grievance within a time limit set forth in the grievance procedure shall permit the grievant forthwith to process the grievance to the next higher level of the grievance procedure, and the grievant shall thereafter suffer no prejudice for failing to meet a time limit.
- g. The grievant shall be entitled to a representative of his/her choice at any level of this procedure.
- h. The administration and the K.E.A. will cooperate in the investigation of any grievance. This shall include an exchange of available information, upon reasonable advance request, in such form as it currently exists and provided it is reasonably related to the grievance.

### C. Procedure

#### a. Level 1

- i. A grievant is encouraged to discuss the grievance informally with his/her immediate supervisor. If the grievance is not thus resolved, the grievant may file a formal grievance. The formal grievance shall be filed within twenty (20) days after the matter giving rise to the grievance or after the grievant knew of, or should have known of, the matter giving rise to the grievance, whichever comes later. The grievance shall be filed in writing with the lowest level administrator who has the authority to resolve the grievance (which may be the superintendent, in which case the grievance shall be processed under Level 2 below) and a copy shall be given to the K.E.A. president. A meeting among the grievant, the grievant's representative, if any, and the administrator shall be held within ten (10) days of the date of filing. The administrator shall render his decision in writing to the grievant and the K.E.A. within ten (10) days of this meeting.

#### b. Level 2

- i. If the grievance is not resolved at Level 1, the grievant may, within ten (10) days of receipt of the Level 1 response, file an appeal with the superintendent, and a meeting among the grievant, the

grievant's representative, if any, and the superintendent shall then be held within ten (10) days of the date of filing. The superintendent shall render his decision in writing to the grievant and the K.E.A. within ten (10) days of this meeting.

c. Level 3

- i. If the grievance is not resolved at Level 2, the grievant, with the concurrence of the association, may submit the grievance to arbitration within five (5) days of the superintendent's response in Level 2. If the case pertains to a matter involving the individual rights of an individual grievant, and if the abandonment of the grievance would not adversely implicate the contractual rights of other members of the bargaining unit, the appeal to arbitration must be supported by the individual grievant. However, the parties mutually recognize that abandonment of such a grievance shall have not precedential value with respect to other grievances that may arise. Any other type of grievance may be appealed to arbitration by the K.E.A. Selection of an arbitrator and conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If a mutual selection of a arbitrator is not achieved from the first panel of names provided by the American Arbitration Association, a second panel of names shall be provided to the parties. If a mutual selection of an arbitrator is not achieved from the second panel of names provided by the American Arbitration Association, a third panel consisting of three (3) names shall be provided to the parties from which an arbitrator shall be selected in accordance with standard American Arbitration Association procedure, unless otherwise mutually agreed. The arbitrator shall have no authority to modify the terms of this agreement and the award shall be binding upon the parties. The cost of arbitration shall be borne equally by the board and the K.E.A. and every reasonable effort shall be made to schedule hearings so as not to interfere with the assigned duties of members of the bargaining unit.

**XX**  
**BACKGROUND CHECKS**

- A. Background Checks: All teaching employees new to the district shall be conditionally employed until the board receives the results of a criminal records check as directed by Ohio Revised Code 3319.39. The board shall initiate the check as promptly as possible, and in no case later than the next business day following board approval of conditional employment of a teaching employee. During that period of conditional employment, the new teaching employee shall be considered a member of the bargaining unit represented by the Association and entitled to all provisions of the board – Association Agreement. If the report received from the background check indicates that the individual does not qualify for employment as defined in Ohio Revised Code 3319.29(B)(1), the individual shall be informed that he/she is being released immediately from conditional employment and the reason, i.e. the report from the background check, for the release. No individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the employee's behalf, shall have the right to bring a grievance, request arbitration or initiate any other legal proceeding against or involving the board of education to contest an employee's release from conditional employment by the board pursuant to 3319.30(B)(1) and this section.

**XXI**  
**TUTORS AND SUBSTITUTES**

- A. Nothing done to organize Article XXI Tutors and Substitutes during the collective bargaining process in the spring of 2011 was meant to change the rights of those covered in this section under previous collective bargaining agreements. Unless otherwise stated in this collective bargaining agreement and/or this article, all provisions of the collective bargaining agreement shall apply to the following members:
- Tutors (intervention specialists and English as Second Language Specialists)
  - Home Instruction Tutors (HITs)
  - Designated for Assignment Substitutes
  - Substitute Leave Replacement Teachers

- a. Probationary Period
  - i. Tutor/Intervention Specialists, ESLs, HITs and Designated for Assignment Substitutes must satisfactorily complete a probationary period of forty-five (45) school days. Such individuals are subject to dismissal at any time within that forty-five (45) day probationary period without resort to any provisions of this collective bargaining agreement or the completion of termination procedures under Revised Code 3319.16 and 3319.161.
- b. Designated for Assignment Substitutes
  - i. Designated for Assignment Substitutes, Substitute Leave Replacement teachers and Home Instruction Tutors shall not be considered a member of the bargaining unit represented by the Association for purposes of Reduction in Force.
  - ii. A Designated for Assignment Substitute who replaces a teacher on a long-term leave of absence and who completes sixty consecutive school days or more in that single teaching assignment shall be deemed a "Substitute Leave Replacement Teacher" and, effective with the sixty-first consecutive day in said assignment, entitled to placement on the regular teacher salary schedule and the benefits of other provisions of this agreement for the remainder of that school year.
- c. Contracts
  - i. Contracts issued to Designated for Assignment Substitutes, Substitute Leave Replacement teachers and HITs shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the board or delivery of notice of nonrenewal.
  - ii. Collectively, employees, Tutors/Intervention Specialists, Home Instruction Tutors, English as Second Language Specialists, Designated for Assignment Substitutes and Substitute Leave Replacement Teachers shall be deemed members of the bargaining unit, provided however, that Tutors/Intervention Specialists, Home Instruction Tutors, English as Second Language Specialists, Designated for Assignment Substitutes and Substitute Leave Replacement Teachers shall not be deemed eligible to participate in the provisions of the Agreement unless the specific article or section so provides for their participation. Further, Home Instruction Tutors, Designated for Assignment Substitutes and Substitute Leave Replacement Teachers shall not be deemed eligible for, nor entitled to, receive continuing contracts under

Revised Code Section 3319.11, and shall not be entitled to preference under Article XII (C ) for other bargaining unit positions, e.g. classroom teaching. Tutor/Intervention Specialists and English as Second Language Specialists shall be deemed eligible to be considered for continuing contract status under Revised Code Section 3319.11, but if awarded such continuing contract status, same shall be applicable only for a position with the board as a Tutor/Intervention Specialist or English as Second Language Specialist, respectively and shall not entitle its holder to any special rights to a classroom teaching position.

- iii. When a Substitute Leave Replacement teacher is employed in the same capacity for a second consecutive school year, effective with his/her first day of employment in that second school year, she/he will be entitled to placement on the regular teacher salary schedule and the benefits of other provisions of this agreement for the remainder of that school year.
- iv. HITs, Designated for Assignment Substitutes and Substitute Leave Replacement teachers shall not be deemed eligible for, nor entitled to, receive continuing contracts under Revised Code 3319.11; and shall not be entitled to preference for voluntary transfer under Article XII (C ) for other bargaining unit positions, e.g. classroom teaching.
- v. Tutor/Intervention Specialists and ESLs shall be deemed eligible to be considered for continuing contract status under Revised Code Section 3319.11. When awarded such continuing contract status, same shall be applicable only for a position with the board as a tutor/intervention specialist or ESL, respectively and shall not entitle its holder to any special rights to a classroom teaching position.

d. Article I – Recognition

- i. Fully applicable

e. Article II – Definitions

- i. Fully applicable except B, C, & D

f. Article III – Negotiating Procedures

- i. Fully applicable

g. Article IV – Work Day and Work Year

- i. Fully applicable to substitute leave replacement teachers. Sections E, G, H, I, J, K, L, & M applies to tutors. Section F applies to Designated for Assignment Substitutes. Section F, G, I, & L applies to Home Instruction Tutors.

- h. Article V – Teacher Rights
  - i. Fully applicable
- i. Article VI – Teacher Administration Liaison
  - i. Applicable to Tutors/Intervention Specialists and English as Second Language Specialists/Home Instruction Tutors and Substitute Leave Replacement Teachers.
- j. Article VII – Absences and Leaves
  - i. Applicable to Tutors/Intervention Specialists and English as Second language Specialists/Home Instruction Tutors and Substitute Leave Replacement Teachers.
- k. Article VIII – Working Conditions
  - i. Fully applicable except L, M, N do not apply to Designated for Assignment Substitutes
- l. Article IX – Evaluation
  - i. Applicable to Tutors/Intervention Specialists and English as Second Language Specialists.
- m. Article X – Personnel Files
  - i. Fully applicable
- n. Article XI – Job Security
  - i. Section A: Fully applicable
  - ii. Section B & C: Applicable to Tutors/Intervention Specialists and English as Second Language Specialists
- o. Article XII - Vacancy, Transfer and Promotion
  - i. Not applicable except B.
- p. Article XIII - Complaint Procedure
  - i. Fully applicable
- q. Article XIV – Assault Protection
  - i. Fully Applicable
- r. Article XV – Salary Items
  - i. Section A, B, C, D, E and F: Not applicable with the following exceptions: Section B (e, f, g) applies to Tutor/Intervention Specialists and English as Second Language Specialists.
  - ii. Section C(b) applies to Substitute Leave Replacement Teachers
  - iii. Section F: Fully applicable
  - iv. Section G: Fully applicable
  - v. Section H: Applicable if Designated for Assignment Substitutes, Intervention Specialists, Home Instruction Tutors or English as Second Language’s apply and are selected for a supplemental contract position.
  - vi. Section I: Applies to Designated for Assignment Substitutes

- vii. Section J: Applies to Substitute Leave Replacement Teachers
- viii. Section K: Applies to Tutors/Intervention Specialists and English as Second Language Specialists and Home Instruction Tutors.
- s. Article XVI – Fringe benefits
  - i. Applies to Substitute Leave Replacement Teachers.
  - ii. Sections B, E, F, H & I are not applicable to Designated for Assignment Substitutes.
  - iii. Sections B, E, F, H & I are applicable to Tutors/Intervention Specialists and English as Second Language Specialists.
- t. Article XVII – Section 125 Plan
  - i. Applicable to Substitute Leave Replacement Teachers, Tutors/Intervention Specialists and English as Second Language Specialists.
- u. Article XVIII – Retirement
  - i. Section A applies to Tutors/Intervention Specialists and English as Second Language Specialists.
  - ii. Not applicable for Designated for Assignment Substitutes or Home Instruction Tutors except Section C & D.
- v. Article XIX – Grievance Policy and Procedure
  - i. Fully applicable
- w. Article XX – Background Checks
  - i. Fully applicable
- x. Article XXII – Local professional Development Committee
  - i. Fully applicable
- y. Article XXIII – Entry Year Program
  - i. Fully applicable except for Home Instruction Tutors and Designated for Assignment Substitutes
- z. Designated for Assignment Substitutes
  - i. Shall not be a part of any committee listed in Article VI.
  - ii. Are not eligible for leaves as described in Article VII.
  - iii. Are not subject to provisions I, J and K in Article VIII, Working Conditions.
  - iv. Are not subject to provisions in Section A of Article XVIII, Retirement.

**XXII**  
**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. Pursuant to Ohio Revised Code 3319.22 (A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units and other equivalent activities, and to approve district programs for credit. The LPDC and its individual members shall be responsible for complying with state law and regulations.
- B. The LPDC will be responsible for developing and implementing in-service programs for professional staff to explain the Individual Professional Development Plan and Master Teacher process and the function of the LPDC.
- C. The board will provide the LPDC with meeting space.
- D. The LPDC will establish an appeals process following the establishment of state guidelines.
- E. The LPDC shall establish its rules and operating procedures.
- F. The district shall have one (1) LPDC to serve all staff members.
- G. The LPDC shall have nine (9) members. Five (5) teacher members shall be appointed by the KEA President. Terms, replacements and removal from office of teacher members shall be according to the K.E.A. constitution.
- H. Four (4) administrative members shall be appointed by the superintendent.
- I. The LPDC shall adhere to any changes in structure, scope, size, etc. as mandated by state statute.
- J. Compensation: Each member of the LPDC shall be compensated at the current hourly rate used for curriculum writing (as referenced in Article XV, Section F). A total of seventy-five (75) hours shall be allocated for utilization by each member for LPDC meetings during the course of one (1) school year. If necessary, requests and an explanation for additional hours for LPDC work shall be presented to the superintendent for his review by March 1 of a school year.

**XXIII**  
**ENTRY YEAR PROGRAM**

- A. The Kenston Local School District Entry Year Program provides guided direction and information for those teachers under this contract who are required to take part in the Ohio Resident Educator Program by the Ohio Department of Education and will participate in the Kenston Local School District Entry Year Program.

A mentor teacher must be a teacher with a minimum of a five year professional license and a minimum of five years teaching experience and is currently a classroom teacher with a minimum of three years in the district.

Compensation: Supplemental contracts for those completing the Kenston Local School District's Entry Year Program shall be described below:

Mentor Year I	\$800
Entry Year Teacher Year 1	\$200

All vacancies for positions will be posted as a supplemental in the spring of the preceeding school year and filled in accordance with Article XII of this agreement.

In years two (2) through four (4), a mentor shall be paid a supplemental contract according to the following:

<u>Cohort Group</u>	
1-3 teachers	\$800
4-5 teachers	\$1,100
6-8 teachers	\$1,600

**XXIV**  
**TEACHER PROFESSIONAL ORGANIZATION STIPENDS**

Consistent with Rule 3307-6-01 of the Ohio Administrative Code and at no expense to the board, the board will pay a stipend to the association president, vice president, secretary and treasurer/membership chair. Each year on or before the second Monday in October, the association shall provide written certification of the stipend amounts to the board's treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The association shall promptly and fully reimburse the board for the total cost of stipends, including any applicable retirement costs.

**XXV**  
**FORM, EFFECT AND DURATION**

**A. Form:**

- a. Within thirty (30) calendar days after the parties have appropriately indexed, proofread, and executed this agreement, the agreement shall be printed in booklet form by a professional printer and a copy distributed to each member of the bargaining unit. Each new member of the bargaining unit will be furnished a copy of the agreement upon employment. The cost of printing shall be shared equally by the board and the K.E.A. Fifty (50) extra copies shall be provided for K.E.A. and board use. Any amendments of this agreement shall be printed at the parties' equal expense and distributed to each member of the bargaining unit on a sheet with an adhesive back for insertion into the appropriate section of the agreement.

**B. Effect**

- a. If any term of this contract is held in conflict with any law of the state of Ohio or the United States, then that term shall be considered null and void to the extent necessary to be compatible with law without, however, impairing any other term of this contract. Consistent with the law, the parties shall meet within ten (10) days for the purpose of renegotiating the provisions declared contrary to law.

C. Duration

- a. This agreement shall take effect March 1, 2013 and shall remain in full force and effect through and including February 28, 2015.

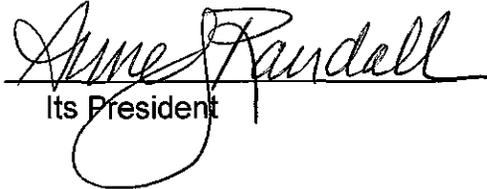
Now, therefore, this agreement between the parties is attested to by representatives whose signatures appear below:

KENSTON EDUCATION ASSOCIATION

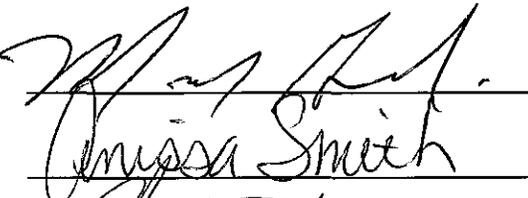
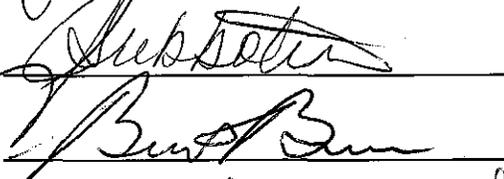
By:   
Its President

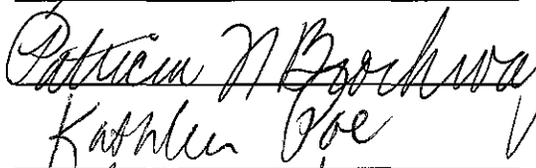
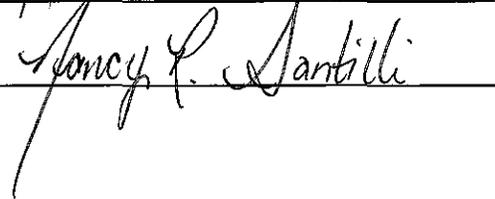
Date: April 15, 2013

KENSTON BOARD OF EDUCATION

By:   
Its President

Date: April 15, 2013

  
Subsector  
  
Mary Lynn Raphael

  
Linda M. Hein  
  
Kathleen Poe  


**KENSTON LOCAL SCHOOL DISTRICT  
TEACHER'S SALARY SCHEDULE  
2013-2014**

<b>LEVEL STEP</b>	<b>(1) BA/BS</b>	<b>(2) 129</b>	<b>(3) 138</b>	<b>(4) MA</b>	<b>(5) MA+15</b>	<b>(6) MA+30</b>
0	38,252 206.77	39,400 212.97	40,547 219.17	42,460 229.51	43,799 236.75	45,137 243.98
1	39,591 214.01	40,738 220.21	41,886 226.41	44,296 239.44	45,635 246.68	46,973 253.91
2	40,930 221.24	42,077 227.44	43,225 233.65	46,132 249.36	47,471 256.60	48,810 263.84
*3	42,268 228.48	43,416 234.68	44,564 240.89	47,968 259.29	49,307 266.52	50,646 273.76
4	43,607 235.71	44,755 241.92	45,902 248.12	49,804 269.21	51,143 276.45	52,482 283.69
5	45,137 243.98	46,285 250.19	47,432 256.39	52,023 281.21	53,362 288.44	54,700 295.68
6	46,667 252.25	47,815 258.46	48,963 264.66	54,241 293.19	55,580 300.43	56,919 307.67
7	48,198 260.53	49,345 266.73	50,493 272.94	56,460 305.19	57,799 312.43	59,138 319.66
8	49,728 268.80	50,875 275.00	52,023 281.21	58,679 317.18	60,017 324.42	61,356 331.65
9	51,449 278.10	52,597 284.31	53,744 290.51	60,897 329.17	62,236 336.41	63,575 343.65
10	53,170 287.41	54,318 293.61	55,465 299.81	63,498 343.23	64,837 350.47	66,176 357.71
11	54,892 296.71	56,039 302.91	57,187 309.12	66,099 357.29	67,438 364.53	68,777 371.77
12	56,613 306.02	57,761 312.22	58,908 318.42	68,701 371.36	70,039 378.59	71,378 385.83
13	58,526 316.36	59,673 322.56	60,821 328.76	71,302 385.42	72,641 392.65	73,979 399.89
14	60,438 326.69	61,586 332.90	62,733 339.10	73,903 399.48	75,242 406.71	76,581 413.95
17	61,873 334.45	63,020 340.65	64,168 346.85	75,854 410.02	77,193 417.26	78,531 424.49
20	63,307 342.20	64,455 348.41	65,602 354.61	77,805 420.57	79,143 427.80	80,482 435.04
22	64,742 349.96	65,889 356.16	67,037 362.36	79,755 431.11	81,094 438.35	82,433 445.58
25	66,176 357.71	67,324 363.91	68,471 370.11	81,706 441.65	83,045 448.89	84,384 456.13
27	67,610 365.46	68,758 371.66	69,906 377.87	83,657 452.20	84,996 459.44	86,335 466.68

\* Highest Step for New Employees

Salary step and level will be determined upon verification of certification and receipt of all transcripts

**KENSTON LOCAL SCHOOL DISTRICT  
TEACHER'S SALARY SCHEDULE  
2014-2015**

<b>LEVEL STEP</b>	<b>(1) BA/BS</b>	<b>(2) 129</b>	<b>(3) 138</b>	<b>(4) MA</b>	<b>(5) MA+15</b>	<b>(6) MA+30</b>
0	38,635 208.84	39,794 215.10	40,953 221.37	42,885 231.81	44,237 239.12	45,589 246.43
1	39,987 216.15	41,146 222.41	42,305 228.68	44,739 241.83	46,092 249.15	47,444 256.45
2	41,339 223.45	42,499 229.72	43,658 235.99	46,594 251.86	47,946 259.17	49,298 266.48
*3	42,692 230.77	43,851 237.03	45,010 243.30	48,448 261.88	49,801 269.19	51,153 276.50
4	44,044 238.08	45,203 244.34	46,362 250.61	50,303 271.91	51,655 279.22	53,007 286.52
5	45,589 246.43	46,748 252.69	47,907 258.96	52,544 284.02	53,896 291.33	55,248 298.64
6	47,135 254.78	48,294 261.05	49,453 267.31	54,784 296.13	56,137 303.44	57,489 310.75
7	48,680 263.14	49,839 269.40	50,998 275.66	57,025 308.24	58,377 315.55	59,730 322.86
8	50,226 271.49	51,385 277.76	52,544 284.02	59,266 320.36	60,618 327.66	61,971 334.98
9	51,964 280.89	53,123 287.15	54,282 293.42	61,507 332.47	62,859 339.78	64,211 347.09
10	53,703 290.29	54,862 296.55	56,021 302.82	64,134 346.67	65,486 353.98	66,839 361.29
11	55,441 299.68	56,600 305.95	57,759 312.21	66,761 360.87	68,114 368.18	69,466 375.49
12	57,180 309.08	58,339 315.35	59,498 321.61	69,388 375.07	70,741 382.38	72,093 389.69
13	59,112 319.52	60,271 325.79	61,430 332.05	72,016 389.28	73,368 396.58	74,720 403.89
14	61,043 329.96	62,202 336.23	63,361 342.49	74,643 403.48	75,995 410.78	77,347 418.09
17	62,492 337.79	63,651 344.06	64,810 350.32	76,613 414.12	77,965 421.43	79,318 428.75
20	63,941 345.63	65,100 351.89	66,259 358.16	78,584 424.78	79,936 432.09	81,288 439.39
22	65,390 353.46	66,549 359.72	67,708 365.99	80,554 435.43	81,906 442.74	83,258 450.04
25	66,839 361.29	67,998 367.56	69,157 373.82	82,524 446.08	83,877 453.39	85,229 460.70
27	68,287 369.12	69,446 375.38	70,605 381.65	84,495 456.73	85,847 464.04	87,199 471.35

\* Highest Step for New Employees

Salary step and level will be determined upon verification of certification and receipt of all transcripts

# Kenston Supplementals

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

	Step 0	Step 1	Step 2	Pre	Season			
<b>Athletics</b>								
Position	Job Desc.							
<b>General</b>								
Athletic Coordinator	19.0%	7,268	21.0%	8,033	24.0%	9,180	4.0%	1,530
HS Faculty Manager	7.0%	2,678	9.0%	3,443	12.0%	4,590		
MS Athletic Director	11.0%	4,208	13.0%	4,973	16.0%	6,120	2.0%	765
MS Athletic Coordinator	12.0%	4,590	14.0%	5,355	17.0%	6,503	2.0%	765
MS Faculty Manager	5.0%	1,913	6.0%	2,295	9.0%	3,443		
Weight Room Supervisor	2.0%	765	2.5%	956	3.0%	1,148		
Equipment Manager HS	5.5%	2,104	6.0%	2,295	8.0%	3,060		
Mat Maid Advisor	2.0%	765	N/A		N/A			
<b>Baseball/Softball</b>								
Head Coach	12.0%	4,590	12.6%	4,820	13.2%	5,049		
Assistant Coach	0.70	3,213	0.70	3,374	0.70	3,534		
Freshman Coach	0.66	3,030	0.66	3,181	0.66	3,333		
MS Coach	0.60	2,754	0.60	2,892	0.60	3,030		
MS Assistant Coach	0.58	2,662	0.58	2,795	0.58	2,929		
<b>Basketball</b>								
Head Coach	16.0%	6,120	16.9%	6,465	17.5%	6,694		
Assistant Coach	0.70	4,284	0.70	4,525	0.70	4,686		
Freshman Coach	0.66	4,039	0.66	4,267	0.66	4,418		
MS Head Coach	0.60	3,672	0.60	3,879	0.60	4,016		
MS Assistant Coach	0.58	3,550	0.58	3,749	0.58	3,883		
<b>Cheerleader</b>								
Varsity Advisor	4.4%	1,683	4.6%	1,760	4.7%	1,798		
JV Advisor	0.70	1,178	0.70	1,232	0.70	1,258		
Freshman Advisor	0.66	1,111	0.66	1,161	0.66	1,187		
MS Advisor	0.60	1,010	0.60	1,056	0.60	1,079		
<b>Cross Country</b>								
Head Coach	7.9%	3,022	8.4%	3,213	8.7%	3,328		
MS Coach	0.60	1,813	0.60	1,928	0.60	1,997		
<b>Football</b>								
Head Coach	16.0%	6,120	16.9%	6,465	17.5%	6,694	4.0%	1,530
Assistant Coach	0.70	4,284	0.70	4,525	0.70	4,686	0.70	1,071
Freshman Coach	0.66	4,039	0.66	4,267	0.66	4,418	0.66	1,010
Asst. Freshman Coach	0.65	3,978	0.65	4,202	0.65	4,351	0.65	995
MS Head Coach	0.60	3,672	0.60	3,879	0.60	4,016	0.60	918
MS Assistant Coach	0.58	3,550	0.58	3,749	0.58	3,883	0.58	887

# Kenston Supplementals

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Golf</b>								
Head Coach	7.9%	3,022	8.4%	3,213	8.7%	3,328		
Assistant Coach	0.70	2,115	0.70	2,249	0.70	2,330		
<b>Gymnastics</b>								
Head Coach	12.3%	4,705	12.7%	4,858	13.0%	4,973		
Assistant Coach	0.70	3,293	0.70	3,401	0.70	3,481		
MS Head Coach	0.60	2,823	0.60	2,915	0.60	2,984		
MS Assistant Coach	0.58	2,729	0.58	2,818	0.58	2,884		
<b>Ice Hockey</b>								
Head Coach	12.3%	4,705	12.7%	4,858	13.0%	4,973		
Assistant Coach	0.70	3,293	0.70	3,401	0.70	3,481		
<b>Lacrosse</b>								
Head Coach	7.9%	3,022	8.4%	3,213	8.7%	3,328		
Assistant Coach	0.70	2,115	0.70	2,249	0.70	2,330		
<b>Soccer</b>								
Head Coach	12.0%	4,590	12.6%	4,820	13.2%	5,049		
Assistant Coach	0.70	3,213	0.70	3,374	0.70	3,534		
Freshman Coach	0.66	3,030	0.66	3,181	0.66	3,333		
MS Coach	0.60	2,754	0.60	2,892	0.60	3,030		
MS Assistant Coach	0.58	2,662	0.58	2,795	0.58	2,929		
<b>Swimming</b>								
Head Coach	12.3%	4,705	12.7%	4,858	13.0%	4,973		
Assistant Coach	0.70	3,293	0.70	3,401	0.70	3,481		
<b>Tennis</b>								
Head Coach	7.9%	3,022	8.4%	3,213	8.7%	3,328		
Assistant Coach	0.70	2,115	0.70	2,249	0.70	2,330		
<b>Track</b>								
Head Coach	12.0%	4,590	12.6%	4,820	13.2%	5,049		
Assistant Coach	0.70	3,213	0.70	3,374	0.70	3,534		
MS Head Coach	0.60	2,754	0.60	2,892	0.60	3,030		
MS Assistant Coach	0.58	2,662	0.58	2,795	0.58	2,929		
<b>Volleyball</b>								
Head Coach	11.3%	4,322	11.8%	4,514	12.1%	4,628		
Assistant Coach	0.70	3,026	0.70	3,160	0.70	3,240		
Freshman Coach	0.66	2,853	0.66	2,979	0.66	3,055		
MS Head Coach	0.60	2,593	0.60	2,708	0.60	2,777		
MS Assistant Coach	0.58	2,507	0.58	2,618	0.58	2,685		

# Kenston Supplementals

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Wrestling</b>								
Head Coach	16.0%	6,120	16.9%	6,465	17.5%	6,694		
Assistant Coach	0.70	4,284	0.70	4,525	0.70	4,686		
Freshman Coach	0.66	4,039	0.66	4,267	0.66	4,418		
MS Head Coach	0.60	3,672	0.60	3,879	0.60	4,016		
MS Assistant Coach	0.58	3,550	0.58	3,749	0.58	3,883		
<b>Advisors</b>								
<b>Academic Competition</b>	3.0%	1,148	N/A		N/A			
<b>Class Advisors</b>								
Senior	2.5%	956	3.5%	1,339	5.5%	2,104		
Junior	2.0%	765	3.0%	1,148	5.0%	1,913		
Sophomore	1.0%	383	2.0%	765	4.0%	1,530		
Freshman	1.0%	383	2.0%	765	4.0%	1,530		
<b>Forensics</b>								
Head Coach	4.0%	1,530	5.0%	1,913	7.0%	2,678		
Assistant Coach	1.0%	383	2.0%	765	4.0%	1,530		
<b>Janus</b>	6.7%	2,563	6.9%	2,639	7.1%	2,716		
<b>National Honor Society</b>	4.0%	1,530	5.0%	1,913	7.0%	2,678		
<b>NHS Variety Show</b>	2.0%	765	N/A		N/A			
<b>Newspaper</b>								
High School	6.7%	2,563	6.9%	2,639	7.1%	2,716		
Middle School	2.0%	765	N/A		N/A			
<b>Power of the Pen</b>	2.0%	765	N/A		N/A			
<b>Science Olympiad</b>								
Head Coach	6.7%	2,563	6.9%	2,639	7.1%	2,716		
Assistant Coach	0.70	1,794	0.70	1,848	0.70	1,901		
<b>Yearbook Advisor</b>								
High School	7.9%	3,022	8.4%	3,213	8.7%	3,328		
Middle School	0.60	1,813	0.60	1,928	0.60	1,997		

# Kenston Supplementals

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Curriculum Leader</b>	2.0%	765	N/A		N/A			
<b>Interact</b>	2.0%	765	3.0%	1,148	5.0%	1,913		
<b>Student Council</b>								
High School	5.2%	1,989	5.4%	2,066	5.5%	2,104		
Middle School	0.60	1,193	0.60	1,239	0.60	1,262		
KIS (per grade)	0.50	995	0.50	1,033	0.50	1,052		
<b>*Club Advisor</b>	2.0%	765	N/A		N/A			
Art Club		KMS						
Technology Club		KMS						
Computer Club		KMS						
French Club		KHS						
Junior State of America		KHS						
Pulse Club		KHS						
Science Club		KHS						
Teen Institute		KHS						

\*club list subject to change

## Faculty Leaders

### Department Heads

6 or more members	9.0%	3,443	N/A		N/A		
3 to 6 members	5.2%	1,989	N/A		N/A		
fewer than 3 members	4.5%	1,721	N/A		N/A		

### Team Leaders

10 or more members	5.0%	1,913	6.0%	2,295	9.0%	3,443	Rev 7/13
Under 10 members	4.0%	1,530	5.0%	1,913	8.0%	3,060	Rev 7/13

### Grade Level Chairperson

10 or more members	5.0%	1,913	6.0%	2,295	9.0%	3,443	
Under 10 members	4.0%	1,530	5.0%	1,913	8.0%	3,060	

# Kenston Supplementals

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2005  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

	Step 0		Step 1		Step 2		Pre Season
<b>Music</b>							
<b>Band</b>							
High School Band Dir.	11.0%	4,208	12.5%	4,782	15.0%	5,738	
Asst. High School Band	4.0%	1,530	5.0%	1,913	7.0%	2,678	
Auxiliary Unit Advisor	9.0%	3,443	10.0%	3,825	12.0%	4,590	Rev 11/10
Band Camp	2.0%	765	N/A		N/A		
Drill Team Camp	2.0%	765	N/A		N/A		
HS Jazz Band	2.0%	765	3.0%	1,148	4.0%	1,530	Rev 11/10
MS Jazz Band	0.60	459	0.60	689	0.60	918	Rev 11/10
<b>Drama</b>							
HS Musical Director	4.0%	1,530	5.0%	1,913	7.0%	2,678	
MS Musical Director	0.60	918	0.60	1,148	0.60	1,607	Rev 10/08
Asst. HS Musical Director	1.0%	383	2.0%	765	4.0%	1,530	
Asst. MS Musical Director	0.60	230	0.60	459	0.60	918	Rev 10/08
Technical Director	4.0%	1,530	5.0%	1,913	7.0%	2,678	Rev 02/07
MS Technical Director	0.60	918	0.60	1,148	0.60	1,607	Rev 10/08
Play Director	4.0%	1,530	5.0%	1,913	7.0%	2,678	
MS Play Director	0.60	918	0.60	1,148	0.60	1,607	Rev 10/08
<b>Choir/Jazz</b>							
Show Choir Director	6.0%	2,295	8.0%	3,060	10.0%	3,825	
MS Ensemble Director	0.60	1,377	0.60	1,836	0.60	2,295	
5th Grade Chorus Director	0.50	1,148	0.50	1,530	0.50	1,913	
HS Varsity Jazz Vocal Group	2.0%	765	3.0%	1,148	4.0%	1,530	Rev 11/10
<b>Technology</b>							
Grade Level Technology (per grade)	1.5%	574	N/A		N/A		
<b>Web Page</b>							
High School	6.7%	2,563	6.9%	2,639	7.1%	2,716	
Middle School	0.60	1,538	0.60	1,584	0.60	1,630	
Intermediate School	0.50	1,281	0.50	1,320	0.50	1,358	
Timmons	0.45	1,153	0.45	1,188	0.45	1,222	
Gardiner Early Learning Center	0.40	1,025	0.40	1,056	0.40	1,086	

# Kenston Supplementals

2013-14 No Longevity Trips  
38,252

Revised August 12, 2003  
Revised February 23, 2004  
Revised June 2, 2004  
Revised April 2006  
Revised February 2007  
Revised March 2007  
Revised August 20, 2007  
Revised October 20, 2008  
Revised March 2009  
Revised November 2010  
Revised March 2011  
Revised April 2013  
Revised July 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Miscellaneous</b>								
<b>Auditorium AV Specialist KHS</b>								
	13.0%	4,973	14.0%	5,355	15.0%	5,738		Rev 03/07
Assistant AV Specialist	0.60	2,984	0.60	3,213	0.60	3,443		Rev 10/08
<b>Field Trip Supervisor</b>								
<b>No Longevity beginning 2013-14</b>								
1st Day	1.0%	383	N/A		N/A			Rev 4/13
2nd Day	1.25%	478	N/A		N/A			
3rd Day	1.5%	574	N/A		N/A			
4th Day	1.75%	669	N/A		N/A			
5th Day	2.0%	765	N/A		N/A			
<b>Assistant Supervisor KMS Outdoor Education</b>								
	1.0%	383	N/A		N/A			Rev 03/11
<b>Industrial Arts Maint.</b>								
	2.0%	765	N/A		N/A			
<b>In School Suspension</b>								
(per 4 hour session)	0.25%	96	N/A		N/A			
<b>Outdoor Education Dir.</b>								
	4.0%	1,530	N/A		N/A			
<b>Radio Station Manager</b>								
	7.0%	2,678	N/A		N/A			
<b>Visual Aids Director</b>								
	1.5%	574	2.0%	765	3.5%	1,339		
<b>District Wellness Coordinator</b>								
<b>Zoo Crew</b>								
	2.0%	765	N/A		N/A			

## Longevity-Not to exceed contract amount for that Supplemental

Contracts with Steps 0, 1, 2	7 years		12 years		17 years		22 years	
	1.0%	383	2.0%	765	3.0%	1,148	4.0%	1,530
	27 Years		32 Years		37 Years			
	5.0%	1,913	6.0%	2,295	7.0%	2,678		
Longevity begins with the 8th year and increases 1% for every 5								
Contracts with: Step 0 Except Trips Beginning 2013-14	5 years		10 years		15 years		20 years	
	1.0%	383	2.0%	765	3.0%	1,148	4.0%	1,530
	25 Years		30 Years		35 Years			
	5.0%	1,913	6.0%	2,295	7.0%	2,678		
Longevity begins with the 6th year and increases 1% for every 5								

**Kenston Supplementals**

2013-14 No Longevity Trips

38,252

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013

Step 0 Step 1 Step 2 Pre Season

**Non - KEA Staff**

Rev 4/13

**Longevity-Not to exceed contract amount for that Supplemental**

<b>Contracts with</b>	<b>7 years</b>		<b>12 years</b>		<b>17 years</b>		<b>22 years</b>
<b>Steps 0, 1, 2</b>	0.5% 191		1.0% 383		1.5% 574		2.0% 765

<b>27 Years</b>		<b>32Years</b>		<b>37 Years</b>
2.5% 956		3.0% 1,148		3.5% 1,339

Longevity begins with the 8th year and increases .05% for every 5

<b>Contracts with:</b>	<b>5 years</b>		<b>10 years</b>		<b>15 years</b>		<b>20 years</b>
<b>Step 0 Except Trips</b>	0.5% 191		1.0% 383		1.5% 574		2.0% 765
<b>Beginning 2013-14</b>							

<b>25 Years</b>		<b>30 Years</b>		<b>35 Years</b>
2.5% 956		3.0% 1,148		3.5% 1,339

Longevity begins with the 6th year and increases .05% for every 5

# Kenston Supplementals

2014-15

38,635

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013

	Step 0		Step 1		Step 2	Pre	Season
<b>Athletics</b>							
Position		Job Desc.					
<b>General</b>							
Athletic Coordinator	19.0%	7,341	21.0%	8,113	24.0%	9,272	4.0% 1,545
HS Faculty Manager	7.0%	2,704	9.0%	3,477	12.0%	4,636	
MS Athletic Director	11.0%	4,250	13.0%	5,022	16.0%	6,182	2.0% 773
MS Athletic Coordinator	12.0%	4,636	14.0%	5,409	17.0%	6,568	2.0% 773
MS Faculty Manager	5.0%	1,932	6.0%	2,318	9.0%	3,477	
Weight Room Supervisor	2.0%	773	2.5%	966	3.0%	1,159	
Equipment Manager HS	5.5%	2,125	6.0%	2,318	8.0%	3,091	
Mat Maid Advisor	2.0%	773	N/A		N/A		
<b>Baseball/Softball</b>							
Head Coach	12.0%	4,636	12.6%	4,868	13.2%	5,100	
Assistant Coach	0.70	3,245	0.70	3,408	0.70	3,570	
Freshman Coach	0.66	3,060	0.66	3,213	0.66	3,366	
MS Coach	0.60	2,782	0.60	2,921	0.60	3,060	
MS Assistant Coach	0.58	2,689	0.58	2,823	0.58	2,958	
<b>Basketball</b>							
Head Coach	16.0%	6,182	16.9%	6,529	17.5%	6,761	
Assistant Coach	0.70	4,327	0.70	4,570	0.70	4,733	
Freshman Coach	0.66	4,080	0.66	4,309	0.66	4,462	
MS Head Coach	0.60	3,709	0.60	3,918	0.60	4,057	
MS Assistant Coach	0.58	3,585	0.58	3,787	0.58	3,921	
<b>Cheerleader</b>							
Varsity Advisor	4.4%	1,700	4.6%	1,777	4.7%	1,816	
JV Advisor	0.70	1,190	0.70	1,244	0.70	1,271	
Freshman Advisor	0.66	1,122	0.66	1,173	0.66	1,198	
MS Advisor	0.60	1,020	0.60	1,066	0.60	1,089	
<b>Cross Country</b>							
Head Coach	7.9%	3,052	8.4%	3,245	8.7%	3,361	
MS Coach	0.60	1,831	0.60	1,947	0.60	2,017	
<b>Football</b>							
Head Coach	16.0%	6,182	16.9%	6,529	17.5%	6,761	4.0% 1,545
Assistant Coach	0.70	4,327	0.70	4,570	0.70	4,733	0.70 1,082
Freshman Coach	0.66	4,080	0.66	4,309	0.66	4,462	0.66 1,020
Asst. Freshman Coach	0.65	4,018	0.65	4,244	0.65	4,395	0.65 1,004
MS Head Coach	0.60	3,709	0.60	3,918	0.60	4,057	0.60 927
MS Assistant Coach	0.58	3,585	0.58	3,787	0.58	3,921	0.58 896

# Kenston Supplementals

2014-15

38,635

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Golf</b>								
Head Coach	7.9%	3,052	8.4%	3,245	8.7%	3,361		
Assistant Coach	0.70	2,136	0.70	2,272	0.70	2,353		
<b>Gymnastics</b>								
Head Coach	12.3%	4,752	12.7%	4,907	13.0%	5,022		
Assistant Coach	0.70	3,326	0.70	3,435	0.70	3,516		
MS Head Coach	0.60	2,851	0.60	2,944	0.60	3,013		
MS Assistant Coach	0.58	2,756	0.58	2,846	0.58	2,913		
<b>Ice Hockey</b>								
Head Coach	12.3%	4,752	12.7%	4,907	13.0%	5,022		
Assistant Coach	0.70	3,326	0.70	3,435	0.70	3,516		
<b>Lacrosse</b>								
Head Coach	7.9%	3,052	8.4%	3,245	8.7%	3,361		
Assistant Coach	0.70	2,136	0.70	2,272	0.70	2,353		
<b>Soccer</b>								
Head Coach	12.0%	4,636	12.6%	4,868	13.2%	5,100		
Assistant Coach	0.70	3,245	0.70	3,408	0.70	3,570		
Freshman Coach	0.66	3,060	0.66	3,213	0.66	3,366		
MS Coach	0.60	2,782	0.60	2,921	0.60	3,060		
MS Assistant Coach	0.58	2,689	0.58	2,823	0.58	2,958		
<b>Swimming</b>								
Head Coach	12.3%	4,752	12.7%	4,907	13.0%	5,022		
Assistant Coach	0.70	3,326	0.70	3,435	0.70	3,516		
<b>Tennis</b>								
Head Coach	7.9%	3,052	8.4%	3,245	8.7%	3,361		
Assistant Coach	0.70	2,136	0.70	2,272	0.70	2,353		
<b>Track</b>								
Head Coach	12.0%	4,636	12.6%	4,868	13.2%	5,100		
Assistant Coach	0.70	3,245	0.70	3,408	0.70	3,570		
MS Head Coach	0.60	2,782	0.60	2,921	0.60	3,060		
MS Assistant Coach	0.58	2,689	0.58	2,823	0.58	2,958		
<b>Volleyball</b>								
Head Coach	11.3%	4,366	11.8%	4,559	12.1%	4,675		
Assistant Coach	0.70	3,056	0.70	3,191	0.70	3,272		
Freshman Coach	0.66	2,881	0.66	3,009	0.66	3,085		
MS Head Coach	0.60	2,619	0.60	2,735	0.60	2,805		
MS Assistant Coach	0.58	2,532	0.58	2,644	0.58	2,711		

**Kenston Supplementals**

2014-15

38,635

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013

	Step 0		Step 1		Step 2		Pre Season
<b>Wrestling</b>							
Head Coach	16.0%	6,182	16.9%	6,529	17.5%	6,761	
Assistant Coach	0.70	4,327	0.70	4,570	0.70	4,733	
Freshman Coach	0.66	4,080	0.66	4,309	0.66	4,462	
MS Head Coach	0.60	3,709	0.60	3,918	0.60	4,057	
MS Assistant Coach	0.58	3,585	0.58	3,787	0.58	3,921	
<b>Advisors</b>							
<b>Academic Competition</b>	3.0%	1,159	N/A		N/A		
<b>Class Advisors</b>							
Senior	2.5%	966	3.5%	1,352	5.5%	2,125	
Junior	2.0%	773	3.0%	1,159	5.0%	1,932	
Sophmore	1.0%	386	2.0%	773	4.0%	1,545	
Freshman	1.0%	386	2.0%	773	4.0%	1,545	
<b>Forensics</b>							
Head Coach	4.0%	1,545	5.0%	1,932	7.0%	2,704	
Assistant Coach	1.0%	386	2.0%	773	4.0%	1,545	
<b>Janus</b>	6.7%	2,589	6.9%	2,666	7.1%	2,743	
<b>National Honor Society</b>	4.0%	1,545	5.0%	1,932	7.0%	2,704	
<b>NHS Variety Show</b>	2.0%	773	N/A		N/A		
<b>Newspaper</b>							
High School	6.7%	2,589	6.9%	2,666	7.1%	2,743	
Middle School	2.0%	773	N/A		N/A		
<b>Power of the Pen</b>	2.0%	773	N/A		N/A		
<b>Science Olympiad</b>							
Head Coach	6.7%	2,589	6.9%	2,666	7.1%	2,743	
Assistant Coach	0.70	1,812	0.70	1,866	0.70	1,920	
<b>Yearbook Advisor</b>							
High School	7.9%	3,052	8.4%	3,245	8.7%	3,361	
Middle School	0.60	1,831	0.60	1,947	0.60	2,017	

**Kenston Supplementals**

2014-15  
38,635

Revised August 12, 2003  
Revised February 23, 2004  
Revised June 2, 2004  
Revised April 2006  
Revised February 2007  
Revised March 2007  
Revised August 20, 2007  
Revised October 20, 2008  
Revised March 2009  
Revised November 2010  
Revised March 2011  
Revised April 2013

	Step 0		Step 1		Step 2		Pre	Season
<b>Curriculum Leader</b>	2.0%	773	N/A		N/A			
<b>Interact</b>	2.0%	773	3.0%	1,159	5.0%	1,932		
<b>Student Council</b>								
High School	5.2%	2,009	5.4%	2,086	5.5%	2,125		
Middle School	0.60	1,205	0.60	1,252	0.60	1,275		
KIS (per grade)	0.50	1,004	0.50	1,043	0.50	1,062		
<b>*Club Advisor</b>	2.0%	773	N/A		N/A			
Art Club		KMS						
Technology Club		KMS						
Computer Club		KMS						
French Club		KHS						
Junior State of America		KHS						
Pulse Club		KHS						
Scienca Club		KHS						
Teen Institute		KHS						
*club list subject to change								

**Faculty Leaders**

**Department Heads**

6 or more members	9.0%	3,477	N/A		N/A			
3 to 6 members	5.2%	2,009	N/A		N/A			
fewer than 3 members	4.5%	1,739	N/A		N/A			
<b>Team Leaders</b>	5.0%	1,932	6.0%	2,318	9.0%	3,477		
<b>Grade Level Chairperson</b>								
10 or more members	5.0%	1,932	6.0%	2,318	9.0%	3,477		
Under 10 members	4.0%	1,545	5.0%	1,932	8.0%	3,091		

# Kenston Supplementals

2014-15

38,635

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2008  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013

	Step 0		Step 1		Step 2	Pre	Season
<b><u>Music</u></b>							
<b>Band</b>							
High School Band Dir.	11.0%	4,250	12.5%	4,829	15.0%	5,795	
Asst. High School Band	4.0%	1,545	5.0%	1,932	7.0%	2,704	
Auxiliary Unit Advisor	9.0%	3,477	10.0%	3,863	12.0%	4,636	Rev 11/10
Band Camp	2.0%	773	N/A		N/A		
Drill Team Camp	2.0%	773	N/A		N/A		
HS Jazz Band	2.0%	773	3.0%	1,159	4.0%	1,545	Rev 11/10
MS Jazz Band	0.60	464	0.60	695	0.60	927	Rev 11/10
<b>Drama</b>							
HS Musical Director	4.0%	1,545	5.0%	1,932	7.0%	2,704	
MS Musical Director	0.60	927	0.60	1,159	0.60	1,623	Rev 10/08
Asst. HS Musical Director	1.0%	386	2.0%	773	4.0%	1,545	
Asst. MS Musical Director	0.60	232	0.60	464	0.60	927	Rev 10/08
Technical Director	4.0%	1,545	5.0%	1,932	7.0%	2,704	Rev 02/07
MS Technical Director	0.60	927	0.60	1,159	0.60	1,623	Rev 10/08
Play Director	4.0%	1,545	5.0%	1,932	7.0%	2,704	
MS Play Director	0.60	927	0.60	1,159	0.60	1,623	Rev 10/08
<b>Choir/Jazz</b>							
Show Choir Director	6.0%	2,318	8.0%	3,091	10.0%	3,863	
MS Ensemble Director	0.60	1,391	0.60	1,854	0.60	2,318	
5th Grade Chorus Director	0.50	1,159	0.50	1,545	0.50	1,932	
HS Varsity Jazz Vocal Group	2.0%	773	3.0%	1,159	4.0%	1,545	Rev 11/10
<b><u>Technology</u></b>							
Grade Level Technology (per grade)	1.5%	580	N/A		N/A		
<b>Web Page</b>							
High School	6.7%	2,589	6.9%	2,666	7.1%	2,743	
Middle School	0.60	1,553	0.60	1,599	0.60	1,646	
Intermediate School	0.50	1,294	0.50	1,333	0.50	1,372	
Timmons	0.45	1,165	0.45	1,200	0.45	1,234	
Gardiner Early Learning Center	0.40	1,035	0.40	1,066	0.40	1,097	

**Kenston Supplementals**

2014-15  
38,635

Revised August 12, 2003  
Revised February 23, 2004  
Revised June 2, 2004  
Revised April 2006  
Revised February 2007  
Revised March 2007  
Revised August 20, 2007  
Revised October 20, 2008  
Revised March 2009  
Revised November 2010  
Revised March 2011  
Revised April 2013

	Step 0		Step 1		Step 2		Pre Season
<b>Miscellaneous</b>							
<b>Auditorium AV Specialist KHS</b>							
	13.0%	5,022	14.0%	5,409	15.0%	5,795	Rev 03/07
Assistant AV Specialist	0.60	3,013	0.60	3,245	0.60	3,477	Rev 10/08
<b>Field Trip Supervisor</b>			N/A		N/A		
<b>No Longevity Beginning 2013-14</b>							Rev 4/13
1st Day	1.0%	386	N/A		N/A		
2nd Day	1.25%	483	N/A		N/A		
3rd Day	1.5%	580	N/A		N/A		
4th Day	1.75%	676	N/A		N/A		
5th Day	2.0%	773	N/A		N/A		
Assistant Supervisor KMS Outdoor Education	1.0%	386	N/A		N/A		Rev 03/11
<b>Industrial Arts Maint.</b>	2.0%	773	N/A		N/A		
<b>In School Suspension</b> (per 4 hour session)	0.25%	97	N/A		N/A		
<b>Outdoor Education Dir.</b>	4.0%	1,545	N/A		N/A		
<b>Radio Station Manager</b>	7.0%	2,704	N/A		N/A		
<b>Visual Aids Director</b>	1.5%	580	2.0%	773	3.5%	1,352	
<b>District Wellness Coordinator</b>							
<b>Zoo Crew</b>	2.0%	773	N/A		N/A		
<b>Longevity-Not to exceed contract amount for that Supplemental</b>							
<b>Contracts with</b>	<b>7 years</b>		<b>12 years</b>		<b>17 years</b>		<b>22 years</b>
<b>Steps 0, 1, 2</b>	1.0%	386	2.0%	773	3.0%	1,159	4.0% 1,545
	<b>27 Years</b>		<b>32 Years</b>		<b>37 Years</b>		
	5.0%	1,932	6.0%	2,318	7.0%	2,704	
Longevity begins with the 8th year and increases 1% for every 5							
<b>Contracts with:</b>	<b>5 years</b>		<b>10 years</b>		<b>15 years</b>		<b>20 years</b>
<b>Step 0 Except Trips</b>	1.0%	386	2.0%	773	3.0%	1,159	4.0% 1,545
<b>Beginning 2013-14</b>	<b>25 Years</b>		<b>30 Years</b>		<b>35 Years</b>		
	5.0%	1,932	6.0%	2,318	7.0%	2,704	
Longevity begins with the 6th year and increases 1% for every 5							

**Kenston Supplementals**

2014-15  
38,635

Revised August 12, 2003  
Revised February 23, 2004  
Revised June 2, 2004  
Revised April 2006  
Revised February 2007  
Revised March 2007  
Revised August 20, 2007  
Revised October 20, 2008  
Revised March 2009  
Revised November 2010  
Revised March 2011  
Revised April 2013

Step 0 Step 1 Step 2 Pre Season

**Non - KEA Staff**

Rev 4/13

**Longevity-Not to exceed contract amount for that Supplemental**

<b>Contracts with Steps 0, 1, 2</b>	<b>7 years</b>		<b>12 years</b>		<b>17 years</b>		<b>22 years</b>	
	0.5%	193	1.0%	386	1.5%	580	2.0%	773
	<b>27 Years</b>		<b>32 Years</b>		<b>37 Years</b>			
	2.5%	966	3.0%	1,159	3.5%	1,352		

Longevity begins with the 8th year and increases .05% for every 5

<b>Contracts with: Step 0 Except Trips Beginning 2013-14</b>	<b>5 years</b>		<b>10 years</b>		<b>15 years</b>		<b>20 years</b>	
	0.5%	193	1.0%	386	1.5%	580	2.0%	773
	<b>25 Years</b>		<b>30 Years</b>		<b>35 Years</b>			
	2.5%	966	3.0%	1,159	3.5%	1,352		

Longevity begins with the 6th year and increases .05% for every 5

KENSTON SCHOOLS EMPLOYEE'S ABSENCE REPORT

NAME \_\_\_\_\_ NO. OF DAYS \_\_\_\_\_
Please use decimals: .25, .50, .75, 1.25, etc.

ID NO. \_\_\_\_\_ DATES \_\_\_\_\_

My Absence was due to: (Please check one) (Please check one)

- 1. EMPLOYEE: \_\_\_Illness \_\_\_Injury (SI)
\_\_\_Pregnancy \_\_\_Dr. Appointment (\*See Below)
2. IMMEDIATE FAMILY ILLNESS OR SERIOUS INJURY (SI)
Relationship must correspond with your negotiated agreement Relationship
3. DEATH IN IMMEDIATE FAMILY (SI)
Relationship must correspond with your negotiated agreement Relationship
4. JURY DUTY (OT)
5. PROFESSIONAL LEAVE \*Please explain below (PR)
6. PERSONAL LEAVE \*\* Pre-submission must correspond (PL)
with your negotiated agreement
7. SPECIAL LEAVE Prior Supt. approval necessary (OT)
\_\_\_Rosh Hashanah \_\_\_Yom Kippur
\_\_\_Personal Leave exhausted\* \_\_\_Emergency\*
\*Please explain below \*Please explain below
8. IN-DISTRICT MEETING or FIELD TRIP (that requires a Substitute) (PR)
\*Please explain below
9. VACATION (12 Month Employees) (VA)
10. OTHER \_\_\_\_\_\*Please explain below ( )

Employee's Signature/Date

Administrator's Signature/Date

\*If you have been or will be attended by a doctor, please submit doctor's name.

Superintendent's Signature

Doctor's name

Date:

Substitute Employed

Approval \_\_\_\_\_ Non-Approval \_\_\_\_\_

\*If Nos. 5, 7, 8 or 10 are checked as reasons for absence, a full explanation of the circumstances must be provided in this space:



# KENSTON S C H O O L S

## CHILD-REARING LEAVE REQUEST (Article VII(H), Board-KEA Agreement)

Dear Superintendent:

Pursuant to Article VII(H), I hereby request leave without pay for reasons of child-rearing, such leave to commence \_\_\_\_\_. I understand this leave is for the balance of this current school year unless my request for a short duration is approved by the Superintendent. I do \_\_\_\_\_, do not \_\_\_\_\_ request leave of a shorter duration. Per Article VII(J), to the extent my health insurance benefits are not covered by family and medical leave, I may maintain such coverage during the leave by paying the full cost of such coverage. I understand my payment for such coverage must be received at the Board Office by the 5th day of the month of coverage. I do \_\_\_\_\_ do not \_\_\_\_\_ elect this option.

\_\_\_\_\_  
Employee Signature \_\_\_\_\_  
Date

NAME: _____				SCHOOL: _____	
ID#: _____				Home Address: _____	
Home Phone: _____				_____	
Anticipated Due Date: _____				Last Work Day: _____	
Return to Work Date: _____					
<b>CONTINUATION OF BENEFITS ONCE ON LEAVE WITHOUT PAY AND/OR FMLA PAID BENEFITS</b>				<b>Board Office Use Only</b>	
Benefit Name	Yes	No	FMLA	COBRA: _____ Sick leave balance: _____ as of _____	
Medical	___	___	___		
Dental	___	___	___		
Life Insurance	___	___	___		

\_\_\_\_\_  
Superintendent Signature \_\_\_\_\_  
Board Meeting Approval Date

cc: Building Principal  
Treasurer



# KENSTON

S C H O O L S

## Form 4

White - Principal

Yellow - Appraiser

Pink - Personnel File

### REBUTTAL FORM

Appraiser \_\_\_\_\_ Building \_\_\_\_\_

Date \_\_\_\_\_

Corresponding Observation Date \_\_\_\_\_

Teacher's Comments - Please refer to the corresponding areas  
which you are addressing, on the Evaluation Form.

\_\_\_\_\_  
Signature of Appraiser

\_\_\_\_\_  
Signature of Appraiser

Signature of the appraiser, on this form, does not signify agreement with appraiser.



# KENSTON

S C H O O L S

**Form 11**

**NOTIFICATION OF GROWTH IN JOB PERFORMANCE**  
(Article IX, Section 11)

This form shall be completed when a principal determines that serious questions exist as to the competency of a member of the bargaining unit. The principal shall review this form and plans with the member of the bargaining unit for additional observations and conferences consistent with Article IX, Section 11 of the Negotiated Agreement (Growth in Job Performance).

Teacher's Name: \_\_\_\_\_

School: \_\_\_\_\_

Administrator: \_\_\_\_\_

Please list areas of serious concern (to be completed by administrator). Use back of page for additional areas of serious concern.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Acknowledges conference held with building principal and review of Article IX, Section 11 of the Negotiated Agreement)

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Acknowledges conference held with teacher and review of Article IX, Section 11 of the Negotiated Agreement)

Copies:      Teacher  
                  KEA President  
                  Superintendent  
                  Building Principal



# KENSTON

S C H O O L S

## FMLA Form 12

### HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Employee is employed as a \_\_\_\_\_ (name of position). A copy of the job description, which includes the essential job functions, is attached. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined \_\_\_\_\_ (Employee) and have determined that she/he has a serious health condition.

This serious health condition began on \_\_\_\_\_ (date) and will continue until \_\_\_\_\_ (date) (Indicate whether actual \_\_\_\_ or estimated \_\_\_\_).

Please provide appropriate medical facts:  
(Attach separate sheet if necessary)

I also certify that the employee is unable to perform the essential job functions of her/his position.

The employee will continue to be under my care for treatment, and I will give Kenston Local School District a monthly update in writing on the employee's condition.

\_\_\_\_\_  
Health Care Provider (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



# KENSTON

S C H O O L S

**FMLA Form 13**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS  
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD OR PARENT**

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that \_\_\_\_\_ (Employee) is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on \_\_\_\_\_ (date) and will continue until \_\_\_\_\_ (date) (Indicate whether actual \_\_\_\_ or \_\_\_\_ estimate).

Please provide appropriate medical facts and indicate why employee is needed to care for the relative:

(Attach separate sheet if necessary).

The employee will have to care for her/his relative until \_\_\_\_\_ (date)  
(Indicate whether actual \_\_\_\_ or estimate \_\_\_\_)

\_\_\_\_\_  
Health Care Provider (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



# KENSTON

S C H O O L S

## FMLA Form 14

### HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Kenston Local School District. Please complete the information below so that the employee's eligibility can be determined.

Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of the treatment.

Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (Attach separate sheet if necessary)

\_\_\_\_\_  
Health Care Provider (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



# KENSTON

S C H O O L S

## FMLA Form 15

### HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined \_\_\_\_\_  
(Employee) and have determined that she/he is able to resume all the essential job  
functions of her/his position and so is eligible to return to work in the Kenston Local  
School District.

The following limits exist or accommodations are necessary to resume her/his essential  
job functions:

\_\_\_\_\_  
Health Care Provider (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**KENSTON LOCAL SCHOOLS  
SuperMed Plus  
Effective January 1, 2014**

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit <sup>A</sup>	23 Dependent / 23 Student Removal upon End of Calendar Year	
Lifetime Maximum <sup>B</sup>	\$2,500,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$400/\$800	\$900/\$1,800
Coinsurance	90%	70%
Total Out of Pocket (Deductible & Coinsurance)	* \$800/\$1,600 *	* \$1,600/\$3,200 *
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury – Primary Care) <sup>2</sup>	\$15 copay, then 100%	\$25 copay, then 70%
Office Visit (Illness/Injury – Specialist) <sup>2</sup>	\$25 copay, then 100%	\$35 copay, then 70%
Urgent Care Office Visit <sup>2</sup>	\$25 copay, then 100%	\$35 copay, then 70%
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	*50% after deductible*
<b>Routine Services / Preventive Services<sup>C</sup></b>		
Routine Physical Exam (Ages nine and over, one exam per benefit period) <sup>2</sup>	\$15 copay, then 100%	* 50% after deductible *
Well Child Care Services including Exam and, Immunizations (To age nine, limited to a \$500 maximum per benefit period) <sup>2</sup>	\$15 copay, then 100%	* 70% after deductible *
Routine Mammogram (One per benefit period)	100%	* 70% after deductible *
Routine Pap Test (One per benefit period)	100%	* 70% after deductible *
<b>Outpatient Services</b>		
Surgical Services	* 90% after deductible *	* 70% after deductible *
Diagnostic Services	100%	* 70% after deductible *
Physical and Occupational Therapy	* 90% after deductible *	* 70% after deductible *
	(40 combined visits per benefit period)	
Chiropractic Therapy	* 90% after deductible *	* 70% after deductible *
	(24 visits per benefit period)	
Speech Therapy	* 90% after deductible *	* 70% after deductible *
	(20 visits per benefit period)	
Cardiac Rehabilitation	* 90% after deductible *	* 70% after deductible *
Emergency use of an Emergency Room <sup>3</sup>	100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	\$100 copay, then 90%	\$100 copay, then 70%

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	* 90% after deductible *	* 70% after deductible *
Maternity	* 90% after deductible*	* 70% after deductible *
Skilled Nursing Facility (100 days per benefit period)	* 90% after deductible*	* 70% after deductible *
Organ Transplants	* 90% after deductible*	* 70% after deductible *
<b>Additional Services</b>		
Allergy Testing and Treatments	* 90% after deductible*	* 50% after deductible *
Ambulance /Life Flight	\$100 copay, then 90%	\$100 copay, then 70%
Durable Medical Equipment	* 90% after deductible*	* 70% after deductible *
Home Healthcare	* 90% after deductible*	* 50% after deductible *
Hospice	* 90% after deductible*	* 50% after deductible *
<b>Mental Health and Substance Abuse <sup>D</sup></b>		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	* 90% after deductible *	* 50% after deductible *
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	\$15 copay, then 90%	\$25 copay, then 50%

VISION BENEFIT (Provided through Vision Service Plan)	In Network	Out Network
<b>Service Interval</b> Exam Lense Frame	1 Exam – Every 12 Months 1 Lense – Every 24 Months 1 Frame – Every 24 Months	
<b>Copays</b> Exam Materials	\$20 \$20	
<b>Vision Exam</b>	100%	\$35
<b>Vision Care Materials</b> Single Vision Bifocal Trifocal	100% 100% 100%	\$25 \$40 \$55
<b>Frame</b>	\$120	\$45
<b>Contact lenses</b> Visually Necessary Elective	100% \$120	\$210 \$105

\* = Limited to Annual maximum Out-of-Pocket Cost then 100% for Remainder of Year.

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

---

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit co-pay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

A, B, C, D – Unless mandated by Federal or State Law

<sup>A</sup> Dependent Coverage through age 26 per Federal Law / Dependent coverage through age 28 per State Law

<sup>B</sup> Annual maximum - \$2,500,000 / Lifetime maximum – unlimited. Effective 2/1/14 annual maximum - unlimited

<sup>C</sup> Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act. In network covered at 100%

<sup>D</sup> Mental Health and substance abuse benefits pay as all other services

This is an overview of your benefit program. Please refer to your certificate of coverage for detailed information.

6/3/2013

**SuperMed® Script <sup>1, 2, 3</sup>**  
**Prescription Drug Program**  
**KENSTON LOCAL SCHOOLS**  
**January 1, 2014**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to two refills of a prescription drug</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$40	30
Specialty Drug Copayment	\$70	30
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – after the third retail fill of a prescription drug</b>		
Generic Copayment	\$20	30
Formulary Copayment	\$50	30
Non-Formulary Copayment	\$80	30
Specialty Drug Copayment	\$140	30
<b>SuperMed Script Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$20	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$80	90
Specialty Drug Copayment	\$140	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>SuperMed Script contains the following:

- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

<sup>2</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

<sup>3</sup>Erectile Dysfunction (ED) Drugs (IE Cialis, Viagra, etc.) are not covered.

6/3/2013

## TOBACCO USE CERTIFICATION

Employees (and any covered dependents) enrolled in Medical Mutual of Ohio benefits plans (including all affiliated companies; collectively "Medical Mutual") will incur a monthly Tobacco User Premium. For the purposes of this certification, tobacco use includes, but is not limited to, the use of cigarettes, cigars, pipes, oral tobacco products, or other products containing tobacco.

Please review the following and check the appropriate box:

NON-TOBACCO USER

I certify that I (and any covered dependent) am not a tobacco products user, have not used tobacco products within the last 90 days, or will not have used tobacco for at least 90 days prior to my hire date.

TOBACCO USER

I declare that, I and/or one or more dependents covered under my health insurance coverage through Medical Mutual currently uses tobacco products in some form. By **checking this box** I acknowledge that I will be subject to the Tobacco User Premium.

DECLINE TO DISCLOSE TOBACCO USE

I choose not to disclose my or my dependents' status as it relates to tobacco use. I understand and agree that by not making an election I am voluntarily choosing to pay the Tobacco User Premium.

I do hereby attest the above information is true and correct, and complete to the best of my knowledge. I understand that I am required to report any tobacco use, subject to the tobacco user premium, by me (or any covered dependents) within 30 days of use, if not previously reported above. In addition, I acknowledge and understand that providing false, inaccurate or incomplete information may result in disciplinary action including termination from employment.

*The language used in this document does not create an employment contract of any kind between the employee and Kenston Schools.*

*Your signed and completed form must be **received by** Kenston Schools, 17419 Snyder Road, Chagrin Falls, Ohio 44023, Attention Payroll Department, by the third (3<sup>rd</sup>) teacher workday at the beginning of the school year.*

If a completed Non-Tobacco User Certification form is not received by the due date, you will incur the monthly Tobacco User Premium.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_



**KENSTON**  
S C H O O L S

**MEMORANDUM OF UNDERSTANDING**

**AGREEMENT**

**BETWEEN**

**KENSTON**

**LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**KENSTON**

**EDUCATION ASSOCIATION**

**MARCH 1, 2015**

**THROUGH**

**FEBRUARY 28, 2016**

**MEMORANDUM OF UNDERSTANDING**  
**Kenston Education Association and Kenston Board of Education**  
**May, 2013**

A. Purpose of Evaluation

- a. To provide feedback and record commendable teacher performance.
- b. To continue to provide quality education.
- c. To provide written documentation of a teacher's performance.
- d. To aid and enhance professional growth.
- e. To encourage and generate a co-operative environment within the education staff.
- f. To assist the appraisee by developing a plan of action to achieve greater effectiveness in his/her respective assignment.
- g. To assist in making sound administrative decisions regarding the utilization and placement of certified/licensed staff.

B. Definitions

- a. Evaluation is the process by which supervisory personnel gather data from firsthand observations (formal, informal and walkthroughs) of actual teaching/learning events for the purpose of analyzing teaching/student behaviors and activities for instructional improvements.
- b. Informal observation is a visitation for a portion of or a full class period for the purpose of collecting data for the assessment of the appraisee's performance.
- c. Formal observation is a visitation for an entire class period or an entire lesson for the purpose of collecting data for the assessment of the appraisee's performance. (form 3)
- d. A walkthrough is a 10 to 15 minute visitation during a class period for the purpose of collecting data for the assessment of the appraisee's performance. (Form 7)
- e. A Self-Assessment Tool is to assess professional strengths and weaknesses of the bargaining unit member and aid in the development of goals for the professional growth plan. Each bargaining unit member will complete a Self-Assessment Tool. (Form 8)
- f. A Professional Growth Plan is designed to set goals and determine a growth plan for an upcoming school year. This growth plan will be included in the evaluation process. Each bargaining unit member will complete a professional growth plan. (Form 9)
- g. Pre-conference
  - i. Time prior to the formal observation when appraiser and appraisee may review relevant issues of the forthcoming lesson/class to be formally observed.
- h. Post-conference
  - i. Time after the formal observation when the appraiser and appraisee will review the recently completed formal observation.
- i. Appraiser – the licensed building principal, or his/her licensed designee as charged by the superintendent of schools with the responsibility of evaluating the buildings' staff each year. Appraisers must be certified as an evaluator by the Ohio Department of Education. Appraisers will be administrators employed by the Kenston Board of Education or administrators working within the school district but under contract to an outside organization. (An example would be an administrator employed by the Geauga county Board of Education but working in the Kenston Local School District.) Appraisals
- j. Appraisee – a member of the bargaining unit.

### C. Evaluation Procedures

- a. Appraiser and appraisee set time for pre-conference.
- b. Pre-conference is held during an appraisee's conference time or a mutually agreed upon time.
- c. Relevant issues to be reviewed in the pre-conference may include, but not necessarily be limited to the following items.
  - i. Educational objectives and correlation to course of study.
  - ii. Instructional strategies
  - iii. Educational materials
  - iv. Evaluation means
  - v. Exchange of information between appraiser and appraisee to assist mutual understanding regarding observational and lesson activities
  - vi. Relevant student information, where appropriate
  - vii. Appraisee's professional growth plan (Form 8).
  - viii. Previous walkthroughs(Form 7) and formal observations (Form 3)
- d. If a pre-conference is used as part of the formal evaluation process, the pre-conference shall take place within five (5) school days of the actual observation, or at a time mutually agreed upon. If a pre-conference is not used, a five (5) day notice or mutually agreed upon time for the formal observation shall be arranged with the observed teacher.
- e. Formal Observations
  - i. The appraiser will attempt to begin the observation at the beginning of the class or lesson.
  - ii. The formal observation will entail a minimum of thirty (30) minutes and a maximum of eighty-five (85) minutes, unless mutually agreed upon by both parties.
  - iii. The results of the formal observation will be incorporated into the formal evaluation form.
  - iv. The appraiser will attempt to conclude the observation at the end of the class or lesson
  - v. The appraiser will monitor items in the formal observation discussed in the pre-conference and any other relevant items.
  - vi. The appraiser will spend time reviewing and assessing pre-observation notes, formal observation notes and draw conclusions as a means of completing the evaluation form.
  - vii. Professionalism and the professional responsibilities portion of the Teacher Evaluation Rubric shall be completed only at the end of the second formal observation. This is to allow the evaluator ample opportunity to collect continuing evidence outside of classroom observations, preconferences, post conferences, informal observations and walkthroughs. A member of the bargaining unit shall receive a separate rating for this section. The professionalism and professional responsibilities rating will be included in the determination of the Final Teacher Summative Rating.
- f. Informal Observations
  - i. An informal observation may be done anytime and may be unannounced. It shall be followed by a note or conference. It shall be followed by a note or conference. The informal observation may only appear in a personnel file, for teachers in their first year in Kenston or during the year of consideration for continuing contract.
  - ii. In addition to the formal and informal classroom observation, no more than two (2) written walkthrough evaluations within one school year shall be placed in the personnel file of the aforementioned group. Within (5) five school days, a copy of the completed walk through evaluation (form 7) shall be given to the member of

bargaining unit. The bargaining unit member may request and receive a post conference pertaining to the results of walk through evaluation. (Form 7)

- g. Post Conference
  - i. The post conference shall be held within ten (10) school days of the observation, for which the appraisee has been present, or a mutually agreed upon time.
  - ii. The post conference will be held during the appraisee's conference time or during a mutually agreed upon time.
  - iii. During the post conference, the formal observations shall be exchanged, read and discussed, along with any other matter of concern. The evaluation form (form 3) will be discussed during this time.
  - iv. Three copies of the form shall be made
  - v. The member of the bargaining unit has the right to reply in writing to the remarks of the evaluation form, and have that reply attached to the form in question in the member's personnel file. This reply shall be made on the rebuttal form. (Form 4)
- h. In lieu of formal observations, with the agreement of the teacher and building principal, a teacher that receives an accomplished rating in the previous year may determine to engage in one of the following three (3) evaluation options as described in the Kenston Administrative Guidelines:
  - i. Peer to peer coaching
  - ii. Video self-taping
  - iii. Teaching-learning portfolios
- i. Evaluation of librarians, guidance counselors, social workers, OT/PT, school psychologist, and speech therapists shall be done by way of their respective courses of study/job descriptions. Each spring, these members of the bargaining unit shall establish goals for the coming school year. This shall be done as a pre-conference between appraiser and appraisee. This conference shall take place after April 1 and before October 1. Prior to April 1, the appraiser and appraisee shall meet for a post conference of the past school year, in order to identify the goals that have been accomplished and to what degree they were accomplished.
- j. Frequency of Observations
  - i. Members of the bargaining unit will be evaluated by their principals with assistance from other supervisory staff at the principal's request. Evaluations must include personal observation of the employee's work and may be made at any time upon request of the employee or as deemed necessary by the principal.
  - ii. Members of the bargaining unit new to the district and those eligible for tenure shall be formally observed at least three (3) times a year for evaluation purposes. The first observation must take place prior to November 1. The third observation must take place prior to April 1.
  - iii. Members of the bargaining unit new to a building or administrative unit shall be formally observed at least two (2) times a year for evaluation purposes prior to the last day of school.
  - iv. All other members of the bargaining unit, except those to whom section L applies, will be formally observed no more than three (3) times per year.
  - v. A request for additional observations and conferences as a means of professional growth for one's self may also be made by a member of the bargaining unit.
- k. Professional Appraisal
  - i. In accordance with all the stated purposes of the evaluation in Article IX, A, each teacher shall be provided with a Final Summative Rating of Teacher Effectiveness prior to the end of the school year. Under extenuating

circumstances, the evaluation time requirement may be extended upon the mutual agreement of the K.E.A. president and superintendent.

1. The Final Summative Rating of Teacher Effectiveness (Form 6) will provide comprehensive ratings of a staff member's performance in and outside the classroom setting.
  2. A member of the bargaining unit may provide additional information to the evaluator with 10 school days of receipt of the Final Summative Rating of Teacher Effectiveness (Form 6) and may request and receive a conference to discuss or provide evidence that could result in changes to the final summative rating.
  3. A member of the bargaining unit has the right to challenge the summative rating and has the right to include evidence and a written rebuttal in the final summative record.
- ii. Compensation for teachers who achieve an accomplished rating will be determined through negotiations after two years of student growth data has been collected. Ratings of "Accomplished," "Proficient," and "Developing" and "Ineffective," shall be deemed comparable for the purpose of evaluation and compensation through until that time.
- I. Growth in Job Performance
- i. When a serious questions arise as to the competency of a member of the bargaining unit, the member in question will be formally notified (Form 11). Within six (6) weeks of the notification a minimum of two (2) additional formal observations and conferences shall be held; at least one of these observations shall be conducted by a member of the administrative staff previously uninvolved in the current evaluation process.
  - ii. During such additional observations and conferences, the principal and others on the supervisory staff must point out to the member of the bargaining unit exactly where deficiencies exist and make specific efforts to help the member of the bargaining unit to improve. These suggestions shall be documented on the evaluation form.
  - iii. In the case of continued incompetence and an overall ineffective rating the bargaining unit member shall be placed on an improvement plan. (Form 5) After sufficient opportunity has been given for the member of the bargaining unit to improve, the member of the bargaining unit must be informed through a conference that failure to make a sustained and continued improvement may result in dismissal.
  - iv. A final conference will be held prior to May 1 for any member of the bargaining unit who will not be recommended for re-employment, and the appraisal conference forms (including a Final Summative Rating of Teacher effectiveness (Form 6) that was performed in the current school year) containing all the necessary data will be sent to the superintendent no later than May 1.
  - v. The building principal or administrative designee shall notify, in person, the member of the bargaining unit, who is being recommended for nonrenewal, prior to board action on the nonrenewal, provided the appraisee has been present during the five (5) school days preceding the board meeting. The evaluation procedure set forth in this Article IX shall supersede and take the place of those set forth in Ohio Revised Code section 3319.111 provided, however, that any teacher whose contract is nonrenewed retains those rights of appeal as set forth in Ohio Revised Code 3319.111 provided, however, that any teacher whose contract is nonrenewed retains those rights of appeal as set for in Ohio Revised

Code 3319.11. All termination of teachers' contracts shall be in accordance with Ohio Revised Code 3319.16.

- vi. Those teachers who will be eligible for continuing contract consideration during that school year must provide written notice of such eligibility to the office of the superintendent, the building principal and the K.E.A. president by October 1<sup>st</sup>. Failure to provide the required notice in the time period described above will mean that the teacher waives his/her eligibility for continuing contract consideration for one (1) school year. The intent of this language is not to eliminate tenure from the Kenston Schools.

#### A. Reduction in Force

##### a. General Procedures

- i. A reduction in the work force may take place for the reasons stated in Ohio Revised Code 3319.17 The displacement of a temporarily-assigned member of the bargaining unit by the return to duty of a regular employee after a leave of absence shall not be considered a reduction in the work force within the meaning of this article. Final RIF Language will be presented as an MOU in conjunction with the Evaluation Language.
- ii. The superintendent shall provide written notice to the K.E.A. president of the anticipated positions to be eliminated, and the reasons therefore, not less than thirty (30) calendar days prior to board action and at least forty-five (45) days prior to the effective date of the reduction.
- iii. Prior to board action to effect a reduction in the work force, the superintendent shall provide written notice to each affected employee of his/her impending layoff with a copy furnished to the K.E.A.
- iv. As to tutor/intervention specialists and ESLs the provisions of Article XI (B) shall apply, provided that reductions in force among tutor/intervention specialists and ESLs shall be done on the basis of district seniority as a tutor/intervention specialist or ESL. The tutor/intervention specialist or ESL may only exercise bumping rights in specialty areas for which they hold the appropriate certificate/license and provided further that no tutor/intervention specialist or ESL shall be entitled to exercise seniority rights to bump into or displace any employee in the district other than a junior tutor/intervention specialist or ESL, respectively.
- v. In the event of a reduction in force, tutors/intervention specialists and ESLs alone may exercise their authority to displace only members of the bargaining unit junior to them employed in their specific classification. Tutors/intervention specialists or ESLs shall not displace other members of the bargaining unit.
- vi. Designated for assignment substitutes shall not be entitled to exercise any rights under Article XII (C) or Article XI (B).

##### b. Determination of Reduction in Force List

- i. The impact of a reduction in the work force upon members of the bargaining unit will be minimized by attrition in the work force (that is, approved leaves of absence or the severing of employment through retirements, resignations, or terminations of employment for any other reasons). A decision not to fill a vacated position shall not be construed as a reduction in the work force within the meaning of this article.
- ii. The members of the bargaining unit to be laid off shall be determined, within each affected area of certification/licensure, by system wide seniority as defined in Section (C) of this Article, except that in all areas of certification/licensure a

member of the bargaining unit with tenure shall be deemed to have greater seniority than a member of the bargaining unit without tenure.

- iii. The employee(s) with the least seniority will be determined on a system wide basis in the elementary schools, and by departments in the secondary schools. An employee shall not lose seniority when he/she changes assignments to a different position, department, grade level or building. Employees with multiple certification/licensed areas shall be given the full benefit of their areas. (That is, if an employee is certified/licensed to teach both mathematics and science but is teaching mathematics exclusively and is the least senior person in that department at the time of a reduction in force, the employee shall be reassigned to science if there is employed at the time of the reduction a science teacher with lesser seniority.)
  - iv. Those members of the bargaining unit who are laid off as part of a reduction in the work force shall be placed on a reduction in force list ("RIF list") and shall have recall rights, as indicated in section c. below, for a period of two (2) calendar years from the effective date of the layoff.
  - v. In the 2014-15 school year, due to the implementation of evaluation procedures required by HB 153, all teachers employed by the Board who have received evaluation ratings of "Accomplished," "Proficient," and "Developing" shall be deemed comparable for purposes of reduction in force.
  - vi. In the 2014-15 school due to the implementation of evaluation procedures required by HB 153, Section b ii regarding tenured teachers remains in full effect for the purpose of reduction in force. Ratings of tenured teachers will only be used if the reduction of force pertains to members of the bargaining unit with tenure.
- c. Reinstatement of Teachers from the Reduction in Force List
- i. If a bargaining unit position is filled, it shall be offered to the most senior member of the bargaining unit with certification/licensure for the position whose name appears on the RIF list. The effected member of the bargaining unit will be notified of recall by certified mail, it being mutually understood that the employee is responsible for keeping the board informed of a current, accurate address. If the member of the bargaining unit does not accept recall within fourteen (14) calendar days from the postmark date of the recall letter, all recall rights shall be deemed fully and finally waived and the position will be offered to the next most senior name on the RIF list. If an offer of recall occurs during a school year and the member of the bargaining unit is employed in another school district, the employee may accept recall effective with the beginning of the next succeeding school year. During the implementation period of any recall, temporary employees may be used to cover positions that need to be filled.
  - ii. A recalled member of the bargaining unit will be fully restored to contractual status, salary and fringe benefits with no credit, however, for the time spent on layoff. The board agrees not to employ a new member of the bargaining unit in a particular position so long as names appear on the RIF list with respect to that position.
  - iii. Laid off members of the bargaining unit will be given preferential consideration for available substitute or part-time service in their areas of certification/licensure; however, acceptance or rejection of such service shall not be deemed in and of itself as a waiver of recall rights under this article.
- d. Nothing in this section shall be construed to diminish in any way the legal rights of continuing contract employees.

Form 3 – Form to be used in evaluation

Form 4 - Rebuttal form (no change)

Form 5 – Improvement Plan- State of Ohio

Form 6 – Final Summative Rating of Teacher effectiveness - State of Ohio

Form 7 – Walk through form – check list State of Ohio

Form 8 – Professional Growth Plan – State of Ohio

Form 9- Self Assessment Tool - State of Ohio

## Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> <b>(Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	<b>ASSESSMENT DATA</b> <b>(Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

Instructional Planning				
<b>INSTRUCTIONAL PLANNING</b>  <b>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS:</b> (Standard 1: Students, Standard 2: Content, Standard 4: Instruction)  <i>Sources of Evidence</i> Pre-conferences  Evidence	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.  The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.  The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.

<b>INSTRUCTIONAL PLANNING</b>	<b>KNOWLEDGE OF STUDENTS</b> <small>(Standard: Students)</small>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<b>EVIDENCE</b>	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

		Beginning	Developing	Proficient	Advanced
INSTRUCTION AND ASSESSMENT	<b>LESSON DELIVERY</b> (Standard 2: Content Standards Instruction, Standard 3: Collaboration and Communication)	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.
	<i>Sources of Evidence:</i> Formal Observations Classroom Walkthroughs/ Informal Observations	The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
INSTRUCTION AND ASSESSMENT	<b>DIFFERENTIATION</b> (Standard 4: Students Standard 7: Instruction)	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	<i>Sources of Evidence:</i> Pre-Conferences Formal Observation Classroom Walkthroughs/ Informal Observations				
	Evidence				

	Ineffective	Developing	Skilled	Highly Skilled
<b>RESOURCES</b> (Standards, Content, Standards, Instruction)  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
<b>Evidence</b>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	<b>Evidence</b>				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	<b>Evidence</b>				



# KENSTON

S C H O O L S

**Form 4**

White - Principal

Yellow - Appraisee

Pink - Personnel File

**REBUTTAL FORM**

Appraisee \_\_\_\_\_ Building \_\_\_\_\_

Date \_\_\_\_\_

Corresponding Observation Date \_\_\_\_\_

Teacher's Comments - Please refer to the corresponding areas which you are addressing, on the Evaluation Form.

\_\_\_\_\_  
Signature of Appraiser

\_\_\_\_\_  
Signature of Appraisee

Signature of the appraiser, on this form, does not signify agreement with appraisee.

PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b>  <b>(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)</b></p> <p><i>Sources of Evidence:</i>  Professional Development Plan or Improvement Plan  Pre-conference  Post-conference  Daily interaction with colleagues</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern, Areas of Improvement

**Section 2: Desired Level of Performance** - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

## Final Summative Rating of Teacher Effectiveness

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_ Date \_\_\_\_

Evaluator Signature \_\_\_\_ Date \_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, skilled or accomplished.*

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares.* Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon.*

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

## Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

**Directions:** This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

### EVALUATOR OBSERVATIONS

<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

### Informal Observation: Open-Ended Form

Teacher Name:            Grade(s)/Subject Area(s):            Date:

Evaluator Name:            Time Walkthrough Begins:            Time Walkthrough Ends:

TIMES	OBSERVATIONS

**Evaluator Summary Comments:**

Evaluator Signature:

Photocopy to Teacher

**Professional Growth Plan**

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u> Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u> supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

## Self-Assessment Summary Tool

Name \_\_\_\_\_

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			



# KENSTON

S C H O O L S

**Form 11**

**NOTIFICATION OF GROWTH IN JOB PERFORMANCE**  
(Article IX, Section 11)

This form shall be completed when a principal determines that serious questions exist as to the competency of a member of the bargaining unit. The principal shall review this form and plans with the member of the bargaining unit for additional observations and conferences consistent with Article IX, Section 11 of the Negotiated Agreement (Growth in Job Performance).

Teacher's Name: \_\_\_\_\_

School: \_\_\_\_\_

Administrator: \_\_\_\_\_

Please list areas of serious concern (to be completed by administrator). Use back of page for additional areas of serious concern.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Acknowledges conference held with building principal and review of Article IX, Section 11 of the Negotiated Agreement)

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Acknowledges conference held with teacher and review of Article IX, Section 11 of the Negotiated Agreement)

- Copies:
- Teacher
  - KEA President
  - Superintendent
  - Building Principal

# Kenston Supplementals

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2		Pre	Season	
<u>Athletics</u>									
Position	Job Desc.								
<b>General</b>									
Athletic Coordinator		19.0%	7,451	21.0%	8,235	24.0%	9,412	4.0%	1,569
HS Faculty Manager		7.0%	2,745	9.0%	3,529	12.0%	4,706		
MS Athletic Director		11.0%	4,314	13.0%	5,098	16.0%	6,274	2.0%	784
MS Athletic Coordinator		12.0%	4,706	14.0%	5,490	17.0%	6,667	2.0%	784
MS Faculty Manager		5.0%	1,961	6.0%	2,353	9.0%	3,529		
Weight Room Supervisor		2.0%	784	2.5%	980	3.0%	1,176		
Equipment Manager HS		5.5%	2,157	6.0%	2,353	8.0%	3,137		
Mat Maid Advisor		2.0%	784	N/A		N/A			
<b>Baseball/Softball</b>									
Head Coach		12.0%	4,706	12.6%	4,941	13.2%	5,176		
Assistant Coach		0.70	3,294	0.70	3,459	0.70	3,623		
Freshman Coach		0.66	3,106	0.66	3,261	0.66	3,416		
MS Coach		0.60	2,823	0.60	2,965	0.60	3,106		
MS Assistant Coach		0.58	2,729	0.58	2,866	0.58	3,002		
<b>Basketball</b>									
Head Coach		16.0%	6,274	16.9%	6,627	17.5%	6,863		
Assistant Coach		0.70	4,392	0.70	4,639	0.70	4,804		
Freshman Coach		0.66	4,141	0.66	4,374	0.66	4,529		
MS Head Coach		0.60	3,765	0.60	3,976	0.60	4,118		
MS Assistant Coach		0.58	3,639	0.58	3,844	0.58	3,980		
<b>Cheerleader</b>									
Varsity Advisor		4.4%	1,725	4.6%	1,804	4.7%	1,843		
JV Advisor		0.70	1,208	0.70	1,263	0.70	1,290		
Freshman Advisor		0.66	1,139	0.66	1,191	0.66	1,216		
MS Advisor		0.60	1,035	0.60	1,082	0.60	1,106		
<b>Cross Country</b>									
Head Coach		7.9%	3,098	8.4%	3,294	8.7%	3,412		
MS Coach		0.60	1,859	0.60	1,976	0.60	2,047		
<b>Football</b>									
Head Coach		16.0%	6,274	16.9%	6,627	17.5%	6,863	4.0%	1,569
Assistant Coach		0.70	4,392	0.70	4,639	0.70	4,804	0.70	1,098
Freshman Coach		0.66	4,141	0.66	4,374	0.66	4,529	0.66	1,035
Asst. Freshman Coach		0.65	4,078	0.65	4,308	0.65	4,461	0.65	1,020
MS Head Coach		0.60	3,765	0.60	3,976	0.60	4,118	0.60	941
MS Assistant Coach		0.58	3,639	0.58	3,844	0.58	3,980	0.58	910

# Kenston Supplementals

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2		Pre	Season
<b>Golf</b>								
Head Coach	7.9%	3,098	8.4%	3,294	8.7%	3,412		
Assistant Coach	0.70	2,169	0.70	2,306	0.70	2,388		
<b>Gymnastics</b>								
Head Coach	12.3%	4,823	12.7%	4,980	13.0%	5,098		
Assistant Coach	0.70	3,376	0.70	3,486	0.70	3,569		
MS Head Coach	0.60	2,894	0.60	2,988	0.60	3,059		
MS Assistant Coach	0.58	2,798	0.58	2,889	0.58	2,957		
<b>Ice Hockey</b>								
Head Coach	12.3%	4,823	12.7%	4,980	13.0%	5,098		
Assistant Coach	0.70	3,376	0.70	3,486	0.70	3,569		
<b>Lacrosse</b>								
Head Coach	7.9%	3,098	8.4%	3,294	8.7%	3,412		
Assistant Coach	0.70	2,169	0.70	2,306	0.70	2,388		
<b>Soccer</b>								
Head Coach	12.0%	4,706	12.6%	4,941	13.2%	5,176		
Assistant Coach	0.70	3,294	0.70	3,459	0.70	3,623		
Freshman Coach	0.66	3,106	0.66	3,261	0.66	3,416		
MS Coach	0.60	2,823	0.60	2,965	0.60	3,106		
MS Assistant Coach	0.58	2,729	0.58	2,866	0.58	3,002		
<b>Swimming</b>								
Head Coach	12.3%	4,823	12.7%	4,980	13.0%	5,098		
Assistant Coach	0.70	3,376	0.70	3,486	0.70	3,569		
<b>Tennis</b>								
Head Coach	7.9%	3,098	8.4%	3,294	8.7%	3,412		
Assistant Coach	0.70	2,169	0.70	2,306	0.70	2,388		
<b>Track</b>								
Head Coach	12.0%	4,706	12.6%	4,941	13.2%	5,176		
Assistant Coach	0.70	3,294	0.70	3,459	0.70	3,623		
MS Head Coach	0.60	2,823	0.60	2,965	0.60	3,106		
MS Assistant Coach	0.58	2,729	0.58	2,866	0.58	3,002		
<b>Volleyball</b>								
Head Coach	11.3%	4,431	11.8%	4,627	12.1%	4,745		
Assistant Coach	0.70	3,102	0.70	3,239	0.70	3,322		
Freshman Coach	0.66	2,925	0.66	3,054	0.66	3,132		
MS Head Coach	0.60	2,659	0.60	2,776	0.60	2,847		
MS Assistant Coach	0.58	2,570	0.58	2,684	0.58	2,752		

# Kenston Supplementals

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2		Pre Season
<b>Wrestling</b>							
Head Coach	16.0%	6,274	16.9%	6,627	17.5%	6,863	
Assistant Coach	0.70	4,392	0.70	4,639	0.70	4,804	
Freshman Coach	0.66	4,141	0.66	4,374	0.66	4,529	
MS Head Coach	0.60	3,765	0.60	3,976	0.60	4,118	
MS Assistant Coach	0.58	3,639	0.58	3,844	0.58	3,980	
<b>Advisors</b>							
<b>Academic Competition</b>	3.0%	1,176	N/A		N/A		
<b>Class Advisors</b>							
Senior	2.5%	980	3.5%	1,373	5.5%	2,157	
Junior	2.0%	784	3.0%	1,176	5.0%	1,961	
Sophmore	1.0%	392	2.0%	784	4.0%	1,569	
Freshman	1.0%	392	2.0%	784	4.0%	1,569	
<b>Forensics</b>							
Head Coach	4.0%	1,569	5.0%	1,961	7.0%	2,745	
Assistant Coach	1.0%	392	2.0%	784	4.0%	1,569	
<b>Janus</b>	6.7%	2,627	6.9%	2,706	7.1%	2,784	
<b>National Honor Society</b>	4.0%	1,569	5.0%	1,961	7.0%	2,745	
<b>NHS Variety Show</b>	2.0%	784	N/A		N/A		
<b>Newspaper</b>							
High School	6.7%	2,627	6.9%	2,706	7.1%	2,784	
Middle School	2.0%	784	N/A		N/A		
<b>Power of the Pen</b>	2.0%	784	N/A		N/A		
<b>Science Olympiad</b>							
Head Coach	6.7%	2,627	6.9%	2,706	7.1%	2,784	
Assistant Coach	0.70	1,839	0.70	1,894	0.70	1,949	
<b>Yearbook Advisor</b>							
High School	7.9%	3,098	8.4%	3,294	8.7%	3,412	
Middle School	0.60	1,859	0.60	1,976	0.60	2,047	

# Kenston Supplementals

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2005  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2		Pre	Season
<b>Curriculum Leader</b>	2.0%	784	N/A		N/A			
<b>Interact</b>	2.0%	784	3.0%	1,176	5.0%	1,961		
<b>Student Council</b>								
High School	5.2%	2,039	5.4%	2,118	5.5%	2,157		
Middle School	0.60	1,224	0.60	1,271	0.60	1,294		
KIS (per grade)	0.50	1,020	0.50	1,059	0.50	1,078		
<b>*Club Advisor</b>	2.0%	784	N/A		N/A			
Art Club	KMS							
Technology Club	KMS							
Computer Club	KMS							
French Club	KHS							
Junior State of America	KHS							
Pulse Club	KHS							
Science Club	KHS							
Teen Institute	KHS							
*club list subject to change								

## Faculty Leaders

### Department Heads

6 or more members	9.0%	3,529	N/A		N/A			
3 to 6 members	5.2%	2,039	N/A		N/A			
fewer than 3 members	4.5%	1,765	N/A		N/A			

### Team Leaders

10 or more members	5.0%	1,961	6.0%	2,353	9.0%	3,529	Rev 7/13
Under 10 members	4.0%	1,569	5.0%	1,961	8.0%	3,137	Rev 7/13

### Grade Level Chairperson

10 or more members	5.0%	1,961	6.0%	2,353	9.0%	3,529	
Under 10 members	4.0%	1,569	5.0%	1,961	8.0%	3,137	

**Kenston Supplementals**

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2	Pre	Season
<b>Music</b>							
<b>Band</b>							
High School Band Dir.	11.0%	4,314	12.5%	4,902	15.0%	5,882	
Asst. High School Band	4.0%	1,569	5.0%	1,961	7.0%	2,745	
Auxiliary Unit Advisor	9.0%	3,529	10.0%	3,922	12.0%	4,706	Rev 11/10
Band Camp	2.0%	784	N/A		N/A		
Drill Team Camp	2.0%	784	N/A		N/A		
HS Jazz Band	2.0%	784	3.0%	1,176	4.0%	1,569	Rev 11/10
MS Jazz Band	0.60	471	0.60	706	0.60	941	Rev 11/10
<b>Drama</b>							
HS Musical Director	4.0%	1,569	5.0%	1,961	7.0%	2,745	
MS Musical Director	0.60	941	0.60	1,176	0.60	1,647	Rev 10/08
Asst. HS Musical Director	1.0%	392	2.0%	784	4.0%	1,569	
Asst. MS Musical Director	0.60	235	0.60	471	0.60	941	Rev 10/08
Technical Director	4.0%	1,569	5.0%	1,961	7.0%	2,745	Rev 02/07
MS Technical Director	0.60	941	0.60	1,176	0.60	1,647	Rev 10/08
Play Director	4.0%	1,569	5.0%	1,961	7.0%	2,745	
MS Play Director	0.60	941	0.60	1,176	0.60	1,647	Rev 10/08
<b>Choir/Jazz</b>							
Show Choir Director	6.0%	2,353	8.0%	3,137	10.0%	3,922	
MS Ensemble Director	0.60	1,412	0.60	1,882	0.60	2,353	
5th Grade Chorus Director	0.50	1,176	0.50	1,569	0.50	1,961	
HS Varsity Jazz Vocal Group	2.0%	784	3.0%	1,176	4.0%	1,569	Rev 11/10
<b>Technology</b>							
Grade Level Technology (per grade)	1.5%	588	N/A		N/A		
<b>Web Page</b>							
High School	6.7%	2,627	6.9%	2,706	7.1%	2,784	
Middle School	0.60	1,576	0.60	1,624	0.60	1,671	
Intermediate School	0.50	1,314	0.50	1,353	0.50	1,392	
Timmons	0.45	1,182	0.45	1,218	0.45	1,253	
Gardiner Early Learning Center	0.40	1,051	0.40	1,082	0.40	1,114	

# Kenston Supplementals

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

	Step 0		Step 1		Step 2		Pre	Season
<b>Miscellaneous</b>								
<b>Auditorium AV Specialist KHS</b>								
	13.0%	5,098	14.0%	5,490	15.0%	5,882		Rev 03/07
Assistant AV Specialist	0.60	3,059	0.60	3,294	0.60	3,529		Rev 10/08
<b>Field Trip Supervisor</b>			N/A		N/A			
<b>No Longevity beginning 2013-14</b>								Rev 4/13
1st Day	1.0%	392	N/A		N/A			
2nd Day	1.25%	490	N/A		N/A			
3rd Day	1.5%	588	N/A		N/A			
4th Day	1.75%	686	N/A		N/A			
5th Day	2.0%	784	N/A		N/A			
Assistant Supervisor KMS Outdoor Education	1.0%	392	N/A		N/A			Rev 03/11
<b>Industrial Arts Maint.</b>	2.0%	784	N/A		N/A			
<b>In School Suspension</b> (per 4 hour session)	0.25%	98	N/A		N/A			
<b>Outdoor Education Dir.</b>	4.0%	1,569	N/A		N/A			
<b>Radio Station Manager</b>	7.0%	2,745	N/A		N/A			
<b>Visual Aids Director</b>	1.5%	588	2.0%	784	3.5%	1,373		
<b>District Wellness Coordinator</b>								
<b>Zoo Crew</b>	2.0%	784	N/A		N/A			

**Longevity-Not to exceed contract amount for that Supplemental**

<b>Contracts with</b>	<b>7 years</b>		<b>12 years</b>		<b>17 years</b>		<b>22 years</b>	
<b>Steps 0, 1, 2</b>	1.0%	392	2.0%	784	3.0%	1,176	4.0%	1,569
	<b>27 Years</b>		<b>32 Years</b>		<b>37 Years</b>			
	5.0%	1,961	6.0%	2,353	7.0%	2,745		

Longevity begins with the 8th year and increases 1% for every 5

<b>Contracts with:</b>	<b>5 years</b>		<b>10 years</b>		<b>15 years</b>		<b>20 years</b>	
<b>Step 0 Except Trips</b>	1.0%	392	2.0%	784	3.0%	1,176	4.0%	1,569
<b>Beginning 2013-14</b>								
	<b>25 Years</b>		<b>30 Years</b>		<b>35 Years</b>			
	5.0%	1,961	6.0%	2,353	7.0%	2,745		

Longevity begins with the 6th year and increases 1% for every 5

**Kenston Supplementals**

2015-16 No Longevity Trips

39,215

Revised August 12, 2003  
 Revised February 23, 2004  
 Revised June 2, 2004  
 Revised April 2006  
 Revised February 2007  
 Revised March 2007  
 Revised August 20, 2007  
 Revised October 20, 2008  
 Revised March 2009  
 Revised November 2010  
 Revised March 2011  
 Revised April 2013  
 Revised July 2013  
 Revised January 2014

Step 0 Step 1 Step 2 Pre Season

**Non - KEA Staff**

Rev 4/13

**Longevity-Not to exceed contract amount for that Supplemental**

Contracts with Steps 0, 1, 2	7 years 0.5%	196	12 years 1.0%	392	17 years 1.5%	588	22 years 2.0%	784
	<b>27 Years 2.5%</b>	980	<b>32 Years 3.0%</b>	1,176	<b>37 Years 3.5%</b>	1,373		

Longevity begins with the 8th year and increases .05% for every 5

Contracts with: Step 0 Except Trips Beginning 2013-14	5 years 0.5%	196	10 years 1.0%	392	15 years 1.5%	588	20 years 2.0%	784
	<b>25 Years 2.5%</b>	980	<b>30 Years 3.0%</b>	1,176	<b>35 Years 3.5%</b>	1,373		

Longevity begins with the 6th year and increases .05% for every 5

**KENSTON LOCAL SCHOOL DISTRICT  
TEACHER'S SALARY SCHEDULE  
2015-2016**

<b>LEVEL STEP</b>	<b>(1) BA/BS</b>	<b>(2) 129</b>	<b>(3) 138</b>	<b>(4) MA</b>	<b>(5) MA+15</b>	<b>(6) MA+30</b>
0	39,215 211.97	40,391 218.33	41,568 224.69	43,529 235.29	44,901 242.71	46,274 250.13
1	40,588 219.39	41,764 225.75	42,940 232.11	45,411 245.46	46,783 252.88	48,156 260.30
2	41,960 226.81	43,137 233.17	44,313 239.53	47,293 255.64	48,666 263.06	50,038 270.48
*3	43,333 234.23	44,509 240.59	45,685 246.95	49,176 265.82	50,548 273.23	51,921 280.65
4	44,705 241.65	45,882 248.01	47,058 254.37	51,058 275.99	52,430 283.41	53,803 290.83
5	46,274 250.13	47,450 256.49	48,627 262.85	53,332 288.28	54,705 295.70	56,077 303.12
6	47,842 258.61	49,019 264.97	50,195 271.32	55,607 300.58	56,979 307.99	58,352 315.42
7	49,411 267.09	50,587 273.44	51,764 279.81	57,881 312.87	59,254 320.29	60,626 327.71
8	50,980 275.57	52,156 281.92	53,332 288.28	60,156 325.17	61,528 332.58	62,901 340.01
9	52,744 285.10	53,921 291.46	55,097 297.82	62,430 337.46	63,803 344.88	65,175 352.30
10	54,509 294.64	55,685 301.00	56,862 307.36	65,097 351.88	66,469 359.29	67,842 366.71
11	56,274 304.18	57,450 310.54	58,626 316.90	67,764 366.29	69,136 373.71	70,509 381.13
12	58,038 313.72	59,215 320.08	60,391 326.44	70,430 380.70	71,803 388.12	73,175 395.54
13	59,999 324.32	61,175 330.68	62,352 337.04	73,097 395.12	74,469 402.54	75,842 409.96
14	61,960 334.92	63,136 341.28	64,313 347.64	75,763 409.53	77,136 416.95	78,508 424.37
17	63,430 342.86	64,607 349.23	65,783 355.58	77,763 420.34	79,136 427.76	80,508 435.18
20	64,901 350.82	66,077 357.17	67,254 363.54	79,763 431.15	81,136 438.57	82,508 445.99
22	66,371 358.76	67,548 365.12	68,724 371.48	81,763 441.96	83,136 449.38	84,508 456.80
25	67,842 366.71	69,018 373.07	70,195 379.43	83,763 452.77	85,136 460.19	86,508 467.61
27	69,313 374.66	70,489 381.02	71,665 387.38	85,763 463.58	87,136 471.01	88,508 478.42

\* Highest Step for New Employees

Salary step and level will be determined upon verification of certification and receipt of all transcripts

B. Seniority

- a. Seniority is defined as length of continuous service with the board, measured from the employee's first day worked. In the event of a tie, the senior person shall be determined by
  - i. Highest column (BA/BS 129/138) on salary schedule; then by
  - ii. Length of total service with the board, then by
  - iii. Length of total teaching experience, then by
  - iv. Date of signature on first teacher contract in the Kenston Schools, then by
  - v. The flip of a coin

Extended service at the beginning or end of a school year and service in non-bargaining unit positions shall not count toward accumulation of seniority. Periods of layoff (up to two (2) calendar years), disability retirement, approved unpaid leaves of absence and service in non-bargaining unit positions shall neither break nor be counted toward accumulation of seniority.

- b. By not later than November 1 of each school year, the board agrees to post seniority lists in each faculty lounge. Such lists will also note those member of the bargaining unit with continuing contract status. Employees with multiple areas of certification/licensure shall be listed in all areas for which they have valid certification/licensure. Each employee shall have thirty (30) calendar days within which to advise the superintendent, in writing, of any inaccuracy as shown on the posting, with respect to his/her seniority status. If no protest is timely filed, the employee's seniority status shall be considered final until the next year's posting. If a protest is timely filed and an adjustment made as a result, revised seniority lists showing any adjustments will then be posted.
- c. No part time employee shall have seniority rights over a full time employee for a full time position. Part time is defined as less than one hundred twenty (120) days of full time equivalent (FTE) employee service in a school year. However, all previous full time work shall count towards seniority for any job plus any pro-rata part time worked. In this case, a part time teacher whose total (full time and pro rata part time) seniority shall displace a full time teacher with less seniority. Pro rata part time seniority accumulation shall only occur after full time employment.

  
\_\_\_\_\_  
Superintendent

September 16, 2013

\_\_\_\_\_  
Date

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

September 16, 2013

\_\_\_\_\_  
Date