



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**EAST KNOX LOCAL SCHOOL DISTRICT BOARD OF  
EDUCATION**

**AND THE**

**EAST KNOX EDUCATION ASSOCIATION**

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ARTICLE I  
NEGOTIATIONS AGREEMENT

101 RECOGNITION

- A. The East Knox Local School District Board of Education (hereinafter “Board”) recognizes the East Knox Education Association (hereinafter “EKEA”) as the exclusive representative for the bargaining unit set forth below with respect to wages, hours, terms and conditions of employment.
- B. The terms “teacher” and “bargaining unit member” are defined as all personnel employed by the Board, except those excluded under paragraph C below, whose job requires a professional educator license/certificate issued under ORC 3319.22.
- C. Excluded from the bargaining unit shall be the Superintendent, Principals, Assistant Principals, Special Education Coordinator, substitute teachers, educational assistants (formerly known as teacher aides), licensed/certificated persons holding only supplemental positions, tutors working less than six (6) hours a day, non-licensed/certificated personnel, and Athletic Director/Dean of Students.
- D. This recognition shall continue until the EKEA is challenged for representative status in accordance with ORC Chapter 4117.

102 BARGAINING PROCEDURE

- A. The Board and the EKEA shall each designate a bargaining team composed of up to four (4) members, one of whom may be an outside representative. All bargaining shall be conducted exclusively between the teams. Each team may have two (2) observers.
- B. Prior to March 15 in the year in which this Agreement expires, either party may notify the other of a desire to bargain.

Within fifteen (15) days, the parties shall meet to submit issues proposed for discussion. The bargaining agenda will be set at this initial meeting, and no additions shall be made without mutual consent. All subsequent meetings shall be held at times and places mutually agreed to.

- C. Time Limits
  - 1. Either party may caucus for up to thirty (30) minutes.

2. Bargaining sessions shall last a maximum of three (3) hours.
  3. These limits may be modified by mutual agreement.
- D. Prior to and during bargaining, each party will provide the other, upon written request, all regularly and routinely prepared public information concerning issues under consideration.
- E. Statements to the media may be issued, as needed, by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method.
- F. When a tentative agreement has been reached on all issues, the agreement will be reduced to writing and submitted to the Board and EKEA for ratification. Upon mutual ratification, the agreement shall be binding.
- G. Resolving Differences
1. The following alternate dispute settlement procedure shall replace ORC 4117.14 (C) (2) through (D) (1) as provided for under ORC 4117 (C) (1) (f).
  2. If agreement is not reached after thirty (30) days from the initial bargaining meeting, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. If the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) days or until the expiration date of this Agreement, whichever is less.
  3. ORC 4117.14 (D) (2) and provisions thereafter shall then apply.

## 103 STATEMENT OF UNDERSTANDING

This Agreement sets forth all agreements of the parties and constitutes a binding agreement between the parties.

Neither party shall be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

104 EKEA RIGHTS

A. Exclusivity of Rights

The following sole and exclusive rights shall be granted to the EKEA.

B. Right to Payroll Deduction

The Board shall deduct from the employees' salaries unified union dues, assessments, fees, and political contributions.

Notice of the amount of the annual unified dues of the employee organization shall be transmitted by the employee organization to the treasurer of the Board by September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the employee organization. Payroll deduction shall begin on the first pay following October 15 annually.

C. EKEA Business

1. The EKEA shall be granted up to two (2) paid days per year for EKEA/OEA activities. Such leave may be used in one-half day or full day increments.
2. Duly authorized representatives of the EKEA and its affiliates may transact EKEA business on the Board's property anytime before, after, or during the regular workday, provided that such business shall not interfere with the assigned duties of an employee.
3. The EKEA may use Board provided equipment including typewriters, duplicating equipment, calculators, computers, and all types of audiovisual equipment, provided such equipment is not otherwise in use.
4. The Board will make available its facilities for EKEA meetings.
5. The EKEA president or designee(s) is to be routinely provided speaking time on the Board's meeting agenda. Topics for presentation to the Board must be presented in writing through the Superintendent three (3) workdays prior to the Board meeting.
6. The EKEA president shall, not later than the day prior to the meeting, be provided with one (1) copy of the Board's agenda, minutes, and other applicable documents given to Board representatives.

7. The EKEA and Board will hold Labor-Management meetings at the request of either party as needed.
8. The EKEA shall have the right to use the inter-building mail system and any electronic mail system available to teachers in the District.
9. The EKEA president will be granted up to one (1) day per semester to transact EKEA-related business. Such time may be used in one-half (1/2) or one-fourth (1/4) day increments. The EKEA president will give the superintendent at least three (3) workdays advance notice of the need for such time, if feasible, but this provision does not preclude using such time on shorter notice so long as coverage of the President's normal job duties is obtainable.

## ARTICLE II GRIEVANCE PROCEDURE

### 201 PURPOSE AND DEFINITIONS

- A. A grievance is an alleged violation, misinterpretation, or misapplication of this Agreement. Disagreements on non-negotiated items shall be discussed with the appropriate administrator and if not resolved shall be discussed at a Labor Management meeting within 30 calendar days.
- B. A grievant may be an individual bargaining unit member, a group of bargaining unit members, or the EKEA, where an individual or group of bargaining unit members has authorized in writing the EKEA's filing of such a grievance.
- C. To facilitate the processing of grievances, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by written mutual agreement.
- D. For a grievance filed after June 1, the grievance procedure will follow its regular pattern except for the grievant's immediate supervisor's or administrator's vacation periods. The grievant must notify the appropriate administrative parties at the arrived level so that the grievance may be resumed when the vacation has terminated.
- E. An employee has the right to request to be, or refuse to be, represented at any level of this grievance procedure. The employee must be present during all steps of the grievance, except in EKEA grievances. The

grievance shall be submitted on the “Grievance Form” (Appendix A) or any substantially similar document. An EKEA representative must be present at the resolution of the grievance.

## 202 GRIEVANCE PROCEDURE STEPS

- A. The grievant or grievants shall first discuss such grievance with the immediate supervisor and said employee(s) shall have the right to request to be, or refuse to be, represented at such conference in accordance with Section 201 E above.
- B. If the discussion does not resolve the grievance to the satisfaction of the grievant(s), such employee(s) shall have the right to lodge a written grievance with the grievant’s immediate supervisor within thirty (30) calendar days of the date of the alleged violation, with the following exception: If the immediate supervisor is on vacation, this thirty (30) day time limit shall be extended the length of the vacation. A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) instructional days of the filing of the grievance. Both the grievant and the administrator may have present at such meeting those people who may provide information related to the grievance. Both parties involved shall be informed of those to be in attendance at the meeting. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. The immediate supervisor or building principal shall take action on the written grievance within five (5) instructional days after the conclusion of said meeting. The action shall be reduced to writing and a copy provided to the employee(s) involved.
- C. If the action taken by the immediate supervisor or building principal does not resolve the grievance to the satisfaction of the grievant(s), such employee(s) may appeal to the superintendent by submitting a written grievance and requesting a meeting. Said appeal to the superintendent shall be made within five (5) instructional days of the receipt of the written response under paragraph B above. The meeting between the superintendent and the grievants shall be within five (5) instructional days of receipt of the request. The grievant(s) and the superintendent shall have the right to be represented at such hearing by counsel or representative of a professional organization. Both parties shall be informed of those to be in attendance during the meeting at least two (2) instructional days prior to the meeting. The superintendent shall take action on the written grievance within five (5) instructional days after the conclusion of said meeting. The action shall be reduced to writing and a copy provided to the employee(s) involved.

D. 1. Intent to Proceed to Arbitration

Within five (5) instructional days of receipt of the response under paragraph C, the EKEA shall notify the superintendent of its intent to proceed to arbitration.

2. Selection of the Arbitrator

The arbitrator shall be selected by the alternate-strike method (with the party striking first determined by the flip of a coin) from a list supplied by the Federal Mediation and Conciliation Service (FMCS).

3. Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). The decision of the arbitrator shall be final and binding.

4. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be paid by the losing party. In cases with split decisions, the costs shall be shared equally. The FMCS administrative fee shall be paid by the Board and EKEA in equal shares.

ARTICLE III  
TEACHER EVALUATION PROCEDURES

~~301 TEACHER EVALUATION PROVISIONS~~

~~A. Purpose~~

- ~~1. To assess an employee's work performance.~~
- ~~2. To help the employee to achieve greater effectiveness in performance of the work assignment.~~
- ~~3. To constitute the basis for personnel decisions including reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.~~

~~B. Limited Contract Teacher Evaluation~~

- ~~1. All limited contract employees not in the last year of a contract shall be formally evaluated at least once per school year. Each evaluation shall consist of at least one observation followed by a written evaluation, and a review of the written evaluation. The observation shall last at least thirty (30) minutes. A review of the written evaluation shall be conducted within ten (10) school days after the observation, unless both parties agree that more time is necessary.~~

~~The observation shall be completed by April 1, with the written evaluation received by the teacher no later than April 10.~~

- ~~2. All limited contract employees in the last year of a contract shall be formally evaluated at least twice per school year. Each evaluation shall consist of at least two (2) observations followed by a written evaluation, and a review of the written evaluation. A review of the written evaluation shall be conducted within ten (10) school days after the observation, unless both parties agree that more time is necessary.~~

~~Prior to the first formal observation the evaluating administrator will hold a pre-observation conference with the teacher to review the procedure for the entire evaluation cycle.~~

~~The observations for the first evaluation shall be completed no later than January 15, with the written evaluation received by the teacher no later than January 25.~~

~~The observations for the second evaluation shall be completed between February 1 and April 1, with the written evaluation received by the teacher no later than April 10.~~

~~C. Continuing Contract Teacher Evaluation~~

- ~~1. All continuing contract employees shall be formally evaluated at least once every three (3) years. Each evaluation shall consist of at least one observation, a written evaluation, and a review of the written evaluation. The observation shall last at least thirty (30) minutes. A review of the written evaluation shall be conducted within ten (10) school days after the observation, unless both parties mutually agree that more time is necessary.~~

- ~~2. The evaluator shall be the building principal and/or an assigned person who holds a superintendent's, assistant superintendent's, or principal's license under ORC 3319.22.~~
- ~~D. The evaluator shall review the evaluation with the teacher by the appropriate dates. The written evaluation shall be dated and signed by both the evaluator and the teacher. The evaluator shall support the conclusions reached in the written evaluation. No new information shall be placed on the evaluation form following the conference. A teacher's signature on the evaluation form will indicate only that the teacher has read the form. The signature does not indicate that the teacher agrees with the evaluation.~~
- ~~E. Space shall be provided on the evaluation form for the teacher to indicate agreement or disagreement with the evaluation. Any such comments on the evaluation form shall not waive the right of the teacher to include a rebuttal statement to any evaluation information in the teacher's personnel file.~~
- ~~F. The teacher shall be given a copy of each written evaluation.~~
- ~~G. The number and timing of observations and evaluations stated above are minimums and additional observations and evaluations may be conducted at the discretion of the Administration or upon request of the teacher. A record of the conferences will be signed and placed in the teacher's personnel file.~~
- ~~H. These contractual provisions shall prevail over the provisions of ORC 3319.111.~~
- ~~I. The time deadlines that appear in this article shall be reasonably extended by mutual agreement if the evaluator or teacher is unavailable for unforeseen reasons.~~

### ~~302 EVALUATION COMMITTEE~~

- ~~A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.~~

~~B. Committee Composition~~

~~The Committee shall be comprised of members of the District Leadership Team.~~

~~C. Committee Operation~~

~~1. The Committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.~~

~~2. Members of the Committee will receive training in OTES, the state adopted evaluation framework, and the standards for the teaching profession.~~

~~3. The Committee will establish my mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.~~

~~a. One task of the Committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold member of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The Committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.~~

~~4. Committee agendas will be developed jointly by the co-chairpersons of the Committee.~~

~~5. All decisions of the Committee will be achieved by consensus.~~

~~6. At the initial committee meeting, the Committee will develop the ground rules by which the Committee will operate. These ground rules will be reviewed annually.~~

~~7. At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.~~

~~8. Members of the Committee will receive release time for committee work and training. This release time shall coincide with monthly District Leadership Team meetings and shall not exceed four (4) hours per meeting in the 2013-2014 school year and two (2) hours per meeting thereafter unless mutually agreed.~~

9. ~~Minutes of meetings will be distributed to Committee members, Association President, and Superintendent within two (2) business days following meetings of the Committee.~~
10. ~~The Committee may establish subcommittees of not more than four (4) evaluation committee members to assist with their work. There shall be no additional release time for these meetings.~~
11. ~~Subcommittees will be jointly appointed by the Superintendent/designee and the Association President/designee.~~
12. ~~The Committee shall utilize the services of ESC consultants as needed at no cost to either party.~~

~~D. Committee Authority~~

1. ~~The Committee is responsible for jointly developing, reviewing and recommending to the Superintendent the policy, procedure and process, including the evaluation instrument, for teacher evaluation.~~
2. ~~The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.~~
3. ~~Board policy 3220 shall be incorporated into the Agreement to reflect Standards Based Teacher Evaluations as required by the Ohio Revised Code.~~
4. ~~If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, then said recommendation shall be subject to ratification by the Board and the Association.~~
5. ~~In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties agree to follow the applicable section of the Ohio Revised Code.~~

303 STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of

teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the East Knox Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

### **Definitions**

**"OTES"** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** — For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the

collective bargaining agreement in effect between the Board and the East Knox Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy

**"Credentialed Evaluator"** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.
- D. shall not be a bargaining unit member.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**"Core Subject Area"** - means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"Student Growth"** - for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives"** ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** - student growth measures that can be attributed to a group.

**"Value-Added"** — refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

**"Vendor Assessment"** — student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

## **Standards Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Proficient;
- C. Developing; or
- D. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

### **Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations (a minimum of thirty minutes each) which shall be at least fifteen (15) days apart, and periodic classroom walkthroughs each school year.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a pre-approved project/portfolio. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

### **Formal Observation Procedure**

- A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- B. A post-observation conference shall be held after each formal observation within five (5) workdays.
- C. A teacher who receives an ineffective or developing rating may request that the second formal evaluation be conducted by a different evaluator assigned within the same building. Requests will be considered on a case-by-case basis.

### **Informal Observation/Classroom Walkthrough Procedure (DATA GATHERED)**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- C. Walkthroughs
  - 1. Evidence of planning;
  - 2. Lesson delivery;
  - 3. Differentiation;
  - 4. Resources;
  - 5. Classroom environment;
  - 6. Student engagement; and
  - 7. Assessment

A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

### **Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring

between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; **OR**
- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

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<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

<sup>2</sup>For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall

use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above;
- B. expected;
- C. below.

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<sup>3</sup> If used, only one (1) "shared attribution" measure can be utilized per instructor.

**Final Evaluation Procedures**

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

**Teacher Performance**

	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

### **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan (which will include specific performance expectations which may include a limited number of observations of supervisor-selected peers and/or supervisor-selected professional development within the directed timeframe at the District's expense) collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a mutually agreed professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

### **Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

### **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

**"Retention"** for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s)

conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

**"Promotion"** as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**"Poorly Performing Teachers"** refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

### **Removal of Poorly Performing Teachers**

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the East Knox Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226  
R.C. 3319.26, 3319.58, 3333.0411  
A.C. 3301-35-03(A)

## ARTICLE IV TEACHING CONDITIONS

### 401 SCHOOL DAY AND YEAR

The school year for teachers will consist of 184 days as shown below:

Days with pupils	178
Parent Teacher Conferences	2
Professional days	2

The teacher workday will not exceed seven and one-half (7 ½) hours.

In addition, every teacher is obligated to attend one (1) open house/orientation per school year unless the teacher is on approved leave for that day or has been excused from attendance because of extraordinary circumstances.

#### 402 PLANNING PERIOD

The teacher workday shall contain a 30-minute duty-free lunch and one (1) planning period per staff day of non-pupil contact time. Teacher planning period will be during the student day unless there is mutual agreement between the teacher and Administration for an alternative arrangement.

#### 403 CLASS SIZE

- A. Class size, except for music and physical education within a reasonable limit, shall not exceed at or below the number of pupils per teacher as set forth below:

K-6	25 pupils per period
7-12	27 pupils per period

- B. When the number of students per teacher per day in grades 7-12 reaches 170 or the K-6 class size exceeds 25 pupils, a meeting will be held with the Superintendent, Building Principal, and departmental members to recommend a course of action to adjust student numbers to work towards a goal of no more than 175 students per teacher per day in grades 7-12. This meeting will be held within ten (10) days of the teacher notifying the Administration of the overage, and a recommendation for the course of action will be made within three (3) days of the meeting above.
- C. In classes where physical limitations exist as to the number of functional student work stations, the number of students shall not exceed the number of functional stations or classroom size limitations without teacher agreement, nor shall it exceed the limits above. Among such classes are art, science laboratories, typing, industrial arts, home economics, and although not listed, classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature.

In regular classrooms, no class size shall exceed the number of desks which can be comfortably accommodated in the room, nor shall any class exceed the physical facilities necessary to provide effective instruction. The Board will provide instructional materials for all students assigned to a classroom.

404 SPECIAL EDUCATION

- A. Inclusion shall be defined as the adaptation of the regular curriculum to meet individual student needs according to the IEP by including necessary support services such as certified/licensed teachers and paraprofessionals in the regular education classroom, modifying materials, and/or providing other support services. Special educators and regular educators should work together to serve handicapped and non-handicapped students in the regular classroom. The special educator should serve as a consultant, teaching partner and/or a partner in planning.

Students who participate in a regular classroom for activities so listed in their IEP will not be considered as inclusionary for the purpose of this article. Participation so listed will be considered “mainstreaming.”

Mainstreaming is defined as the practice of including students assigned to a special education program in some regular classroom activities.

- B. All teachers serving or receiving students with IEPs will be members of the IEP team for that student and will be invited to the student’s IEP conferences consistent with parental rights under the law.
- C. Affected administrative and bargaining unit employees are obligated cooperatively to make an effort to achieve an equitable distribution of special education students among the sections of a course/subject or grade level, taking into account all the relevant circumstances in a particular case and recognizing that the interests of the special education student are paramount. It is mutually recognized that a teacher may not refuse to accept an included and/or mainstreamed student.
- D. Bargaining unit members, except school nurse, shall not be required to administer medication or perform medical procedures (i.e., catheterization) to pupils, but are required to take reasonable measures to assure the welfare of students.
- E. Classroom teachers will not be responsible for lifting, diapering, or toileting students.
- F. Teachers serving students with IEPs will be provided copies of the student’s IEP file.
- G. Special education teachers responsible for writing IEPs will receive one (1) day of release time per school year for the purpose of preparing IEPs. Scheduling of this day will be worked out between the individual teacher and principal.

405 TEACHER EDUCATION AND LICENSURE

- A. A bargaining unit member shall maintain teaching certificates/licenses for which he/she was hired at the time of initial employment and shall also maintain any subsequent licenses in connection with which the employee received any amount of tuition reimbursement.
- B. Local Professional Development Committee (LPDC)
  - 1. The LPDC shall consist of at least six (6) members, four (4) of whom shall be identified as teachers.
  - 2. The EKEA shall select the teacher members of each LPDC.
  - 3. Administration members of each LPDC shall be selected by the superintendent.
  - 4. The EKEA, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
  - 5. The LPDC shall determine the recall and replacement of non-teacher LPDC members.
  - 6. If an LPDC decides to join a Collaborative Professional Development Committee (CPDC), the LPDC shall have an effective starting and ending date of no longer than one school year (September – June).
  - 7. The EKEA shall determine the terms of office for the LPDC teacher members.
  - 8. The LPDC shall determine the terms of office for the LPDC non-teacher members.
  - 9. The LPDC shall determine the committee's structure, i.e., President, Vice-President, Chairperson, etc., and scope.
  - 10. The decision(s) of the LPDC shall be by majority vote or by consensus as determined by the LPDC.
  - 11. The LPDC shall determine its meeting schedule.
  - 12. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.

13. Each LPDC member shall be paid \$750.00 per year paid following the supplemental pay schedule for “year-long activities” (one-half [1/2] of their payment the first payroll of December and the remaining one-half with the second payroll of June).
  14. The LPDC shall determine an appeals procedure in accordance with law.
  15. The LPDC shall approve all CEU programs, course work for all certificated/licensed employees, as well as other activities that may provide CEU’s, and the LPDC shall establish the criteria for the above programs.
  16. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations. Each teacher shall be responsible for maintaining copies of his/her personal records.
  17. If an administrator’s Individual Professional Development Plan is being considered, the administrator may request that the composition of the LPDC be reduced to the point at which the majority of voting members are administrators. Such request shall not be denied.
- C. Neither the LPDC nor Entry Year Committee (EYC) shall have any authority to revise, change, delete, or modify any article or section of this negotiated Agreement except as provided by ORC 4117.10 (C) or as provided by this negotiated Agreement.
- D. Resident Educator Program

A committee comprised of three (3) EKEA-appointed members and three (3) superintendent-appointed administrators shall be formed to address issues resulting from the Resident Educator Program that affect terms and conditions of employment. The committee will convene upon the Department of Education’s publication of the Educator Standards Board’s criteria and standards for the Program.

The committee will formulate recommendations through the consensus decision-making process and submit its recommendations to the EKEA for ratification and to the Board for approval prior to January 1, 2011.

Until implementation of the Resident Educator Program, the provisions of the parties’ 2009-10 Agreement will be followed regarding mentoring new teachers.

- E. A Professional Development Committee comprised of each building principal, the superintendent (or designee) and two teachers from each building, selected by EKEA, will plan and develop the content for the district's professional development activities. The committee will provide the professional staff with a tentative schedule and activities for the subsequent school year by May 31 annually.

406 STUDENT HANDBOOK

Prior to the distribution of a revised student handbook or revised student rules each school year, a review committee composed of building teachers will receive a copy of the proposed revisions and be allowed five (5) working days to give the Administration input on such revisions.

407 INSTRUCTIONAL MATERIALS

In each building, a committee will meet to determine how the supply budget will be dispersed. Teachers will be notified of their budget in April of each year. The committee must consider the building/department curriculum cycles and utilize a rotation process that allows the supply budget to be equitably distributed and to comply with Section 403.

408 TEACHER PARTICIPATION IN CONFERENCES

- A. Released time will be provided for IEP, IAT, MFE, or other equivalent types of conferences held during the regular student day. If such conferences must be held outside the regular teacher day, participants shall receive \$15.00 per hour (or major fraction thereof prorated to the nearest quarter hour) for their participation. Conferences held during the teacher's regular workday, but outside the regular student day, shall not qualify for compensation. Teachers shall not be required to give up preparation time during the student day in order to cover another teacher's participation in a conference.
- B. At least one week's notification shall be provided for the meetings.
- C. After school meetings shall not be scheduled after school the day immediately preceding a scheduled break in the school calendar (i.e., Thanksgiving, Christmas, spring break) unless the delay in scheduling the conference would negatively impact the student.

409 ABSENCE OF PRINCIPAL FROM BUILDING

Protocols shall be developed to handle the absence of a principal from his/her building and such protocols shall be posted in each building and written copies provided to teachers in each building.

410 KEYS AND BUILDING ACCESS

- A. Teachers are to be provided with the necessary keys to access their building, room(s), and work center(s). Such keys shall be provided at the beginning of the school year. New keys required by a change in working conditions shall be provided within ten (10) calendar days.
- B. Access to buildings during the student day shall be controlled so that visitors must go through the building office to access the building, where practical. It is the intent of the Board to replace the appropriate exterior doors with all deliberate speed in order to improve the elementary building's security.

411 STUDENTS WITH PSYCHOLOGICAL AND MEDICAL PROBLEMS

Teachers shall be notified of educationally necessary psychological and medical problems for all students assigned to their classes/duties to the extent permitted by law.

412 MASTER TEACHER

A committee comprised of three (3) EKEA-appointed members and two (2) Superintendent-appointed administrators shall be formed to develop the requirements and procedures for designating Master Teachers in the District. The committee will formulate recommendations through the consensus decision-making process and submit its recommendations to the EKEA for ratification and to the Board for approval prior to January 1, 2014.

413 CALENDAR COMMITTEE

A committee comprised of all building principals, the superintendent, and two (2) EKEA-appointed members from each building shall be formed to have input in the development of the yearly school calendar. This committee will take into consideration the interests of (A) parents and other community members, (B) District employees, (C) the Administration, and (D) District students in recommending a school calendar, with the interests of students being paramount.

This committee will recommend a school calendar to the Board at least two (2) weeks prior to the Board meeting at which the Board is scheduled to adopt a school calendar. It is recognized that the Board retains the final authority to adopt a calendar. If the Board rejects the committee's recommendation, the reasons for the rejection will be communicated to committee members through the superintendent.

This committee shall meet one (1) year before the end of each Board-adopted multi-year calendar cycle.

ARTICLE V  
TEACHER EMPLOYMENT AND CONTRACTS

501 POSTING OF VACANCIES

- A. Each time vacancies in teaching, supplemental, or administrative positions become open by resignation, retirement, death, transfer, promotion, disability, leaves of at least one school year duration, or termination, or new positions are created, they shall be posted on the district's website. In addition a global email notice of such vacancy or new position will be sent to the school email address of each bargaining unit member. Except as otherwise specified in paragraph B below, the vacancy or new position will not be filled until at least five (5) workdays after sending the email. A printed copy of all postings will be sent to the EKEA President.
  
- B. Teachers who want to receive postings for vacancies occurring between the end of the teacher work year and the opening of school each year must provide written verification and self-addressed postage paid cards or an alternative personal email address to the Board prior to June 1. Teachers applying for vacancies during these dates must notify the Board of their application within three (3) calendar days of the postmark or date that the email was sent, during which the vacancy will not be filled.

502 TRANSFER PROCEDURES

- A. Voluntary Transfers
  - 1. Teachers may be shifted within a building before a vacancy is declared and posted externally.
  - 2. Teachers requesting a transfer shall notify the Superintendent and Principal in writing.
  - 3. Teachers applying for the vacant positions will be given the opportunity to meet with the Principal of the building where the vacancy exists before interviews begin.
  - 4. The final decision on transfers will be made by the Superintendent or designee.
  
- B. Involuntary Transfers
  - 1. Persons being considered for involuntary transfer shall have the right to request in writing an informal meeting with the Superintendent to discuss the impending transfer. Such request must be made within ten (10) instructional days of notification.

2. Teachers will not be involuntarily transferred after the start of the teacher work year. The Administration will make a reasonable effort to avoid transferring a teacher two (2) years in a row.
3. Written notification of the Superintendent's final decision shall be given within five (5) instructional days following the meeting.
4. No member shall be involuntarily transferred to harass or in an unreasonable manner. No member shall be involuntarily transferred for disciplinary reasons except for just cause.

### 503 SUPPLEMENTAL CONTRACTS

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the employee's regular duties. Employees performing duties shall be issued written individual limited contracts that include:

- A. Duration of supplemental contract
- B. Title of supplemental position
- C. Amount of supplemental compensation
- D. Supplemental job description

1. Filling of Supplemental Positions

Posting and filling of supplemental positions shall be in accordance with Section 501.

2. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

3. Compensation for Supplemental Positions

Compensation for supplemental duties shall be as set forth in this Agreement provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

4. Non-renewal of Supplemental Contracts

All supplemental contracts shall be issued for one (1) school year and shall not be renewed unless the Board expressly acts to do so.

5. All supplemental contracts will be subject to the following stipulations:

If an employee's regular limited contract is non-renewed, then any supplemental contracts are automatically non-renewed.

If an employee resigns a regular contract, any supplemental contracts held are void as of the date of the resignation.

6. The Administration shall develop and adopt a procedure and form for application for supplemental contracts. Such procedure and form will be used by all applicants for an open position.

504 REDUCTION IN FORCE

A reduction in force shall only be done in accordance with the following provisions:

A. A reduction in force may occur for the following reasons:

1. Decrease or shift in enrollment.
2. Return to duty of a regular teacher after a Board-approved leave of absence.
3. By reason of suspension of schools or territorial changes affecting the District.
4. Lack of funds. The reasonableness of a reduction for this reason is subject to review through expedited arbitration.

There shall be no reduction of educational programs below that required by the State Board Minimum Standards.

B. Procedure

1. Each individual who is the subject of a staff reduction shall be notified in writing no later than thirty (30) days prior to any staff reduction. Such notification shall include the reasons for the reduction, and the reason for the selection of said individual.

2. Reductions shall be done in the following sequence.

- a. The Board shall first handle all staff reductions through normal attrition. If additional reductions are needed, the Board shall proceed with seniority and contract status.

An updated seniority list will be provided to the EKEA by February 1 of each year ranking teachers by name (from the most senior to the least senior) and also indicating the following information as to each individual:

- 1) Date of initial hire (by official Board action) into a bargaining unit position;
- 2) First day worked as a regular bargaining unit employee;
- 3) Type of contract (limited or continuing); and
- 4) All areas of certification/licensure.

Any corrections to such information are to be submitted by the EKEA president or designee to the Board's treasurer by not later than the following February 28, at which point all information on the list will be deemed conclusive until the following February 1.

- b. For the purpose of this Agreement, seniority shall be defined as the number of consecutive years of service with the East Knox Local Schools. (A Board-approved leave of absence does not break a teacher's consecutive years of service.) Part-time teacher's seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of part-time employment. If two or more individuals have equal seniority, then the following shall apply:

- 1) The date of the Board meeting at which they were hired, then by;
- 2) The first day worked as a regular bargaining unit employee.
- 3) If a tie still exists, then a single coin toss (in the presence of the EKEA president and superintendent, or their respective designees) which will occur prior to February 1 of the year in which the tie occurs and will thereafter be deemed conclusive as to the affected employees.

- c. Using seniority, teachers on limited contract shall have their contracts suspended first. Teachers on continuing contract would then have contracts suspended by seniority. Those teachers RIFed from a position shall have the right to bump a less senior teacher in another area if they have licensure/certification for that position. (Limited contract teachers may not bump continuing contract teachers.)
3. Recall shall be done in reverse order. Continuing contracts with the most seniority first, then limited contracts. Recall shall be to a position for which the individual is properly licensed/certificated, or can become licensed/certificated by the beginning date of work for the position.

C. Rights While on Suspension

1. If recalled, the individual shall have the right to return to the same contract status, seniority level, sick leave accumulation, and any other benefits of employment that had accrued to the employee prior to suspension.
2. Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees shall have the right to be retained on the District's insurance programs to the extent provided by federal law.

D. Recall Rights

1. Employees whose contracts are suspended shall remain on the recall list for twelve (12) months, with an option for an additional twelve (12) months if a letter of intent is filed before the end of the first year.
2. An employee may be removed from the recall list if he or she:
  - a. Waives his or her right to recall in writing.
  - b. Resigns.
  - c. Fails to accept recall to a position for which he or she is licensed/certified.
  - d. Fails to report to work after receipt of notice of recall, unless notification is given to the superintendent that the individual is sick or injured.

- e. Fails to maintain an updated address and telephone number with the superintendent.
3. The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the superintendent's office. All recall notices shall be mailed by registered or certified mail or hand-delivered.

#### 505 CONTINUING CONTRACT ELIGIBILITY

A teacher who believes he/she will be eligible for a continuing contract if renewed at the end of his/her current limited contract must, as a condition of receiving consideration for a continuing contract, give written notice of such anticipated eligibility to the superintendent by October 15 of the last year of the limited contract. If such notice is not given, any renewal of the limited contract will result in issuance of a new limited contract in accordance with the provisions of Section 506 below.

The Board will give notice of the statutory and contractual requirements for continuing contract eligibility via email to all bargaining unit members by October 1 annually.

The Board shall rely upon licensure or notification of application for licensure on file by April 1 when making determinations about any teacher's contract status. It shall be the teacher's responsibility to maintain licensure and to be certain the files contain the most recent licensure documentation.

#### 506 SEQUENCE OF LIMITED CONTRACT ISSUANCE

The Board shall issue limited contracts in accordance with the following sequence.

- A. Sequence of Full-time Limited Contracts:
  1. Teachers new to East Knox beginning with 2013-14 school year shall receive an initial contract for one (1) year.
  2. Upon reemployment, the second contract shall be for one (1) year.
  3. Upon reemployment, the third contract shall be for one (1) year.
  4. Upon reemployment, the fourth contract shall be for one (1) year. Thereafter, contracts shall be for three (3) years.

- B. Teachers working less than six (6) hours a day or working on a temporary license/certificate shall receive a one (1) year contract for the initial and succeeding contracts.
- C. Any teacher on or eligible to receive a multi-year contract shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process.
- D. No item in this section shall be construed to in any way supersede or interfere with Section 504 – Reduction in Force.
- E. For teachers employed after May 1, 2013, and who have not completed four (4) years of service (4 one-year limited contracts), the sole requirement for contract nonrenewal shall be receipt of written notice of nonrenewal by the June 1 deadline appearing in ORC 3319.11. The parties agree that all other procedures and provisions outlined in ORC Section 3319.11 are not applicable to the nonrenewal of such teachers.
- F. With respect to limited contracts, teachers employed on or before May 1, 2013, upon reemployment, the second contract shall be for one (1) year. Upon reemployment, the third contract shall be for one (1) year. Thereafter, contracts shall be for three (3) years.

507 FAIR SHARE

A. Payroll Deduction of Fair Share Fee

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

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the employee organization, shall be transmitted by the employee organization to the treasurer of the Board by December 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the employee organization.

C. Schedule of Fair Share Deductions

1. All Fair Share Fee Payers

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

- a. sixty days' employment in a bargaining unit position which shall be the required probationary period, or
- b. January 15
- c. The fair share fee for employees newly hired after the beginning of the school year shall be determined by multiplying the number of school days remaining in the school year at the time of employment by the per diem amount of the unified dues. The per diem amount shall be calculated by dividing the total unified dues by 184.

2. Upon Termination of Membership During the Membership Year

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

The employee organization represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each

bargaining unit member who does not join the employee organization and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

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

G. Indemnification of Board

The employee organization on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The employee organization shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to
  - a. Give full and complete cooperation and assistance to the employee organization and its counsel at all levels of the proceeding,
  - b. Permit the employee organization or its affiliates to intervene as a party if it so desires,
  - c. To not oppose the employee organization or its affiliates' application to file briefs amicus curiae (Friend of the Court) in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

508 PERSONNEL FILE

Only one (1) personnel file shall be maintained for each employee. The file shall be limited to work performance, discipline, and routine personnel data. All file entries other than routine data shall be signed and dated by the supervisor submitting the entry, and the bargaining unit member shall receive a copy when the entry is made. In the case of performance and discipline data the employee shall sign all materials prior to placement in the file. When commendations are made, the employee's signature will not be required for inclusion in the file. The employee shall be permitted to review the contents of the employee's file. A record shall be kept of those other than district officials and personnel who review the file and the date of the review. This information will also be available to the employee.

No misleading, inaccurate, invalid information, or anonymous documents shall be included in the file.

The employee shall have the right to rebut or add written comments to any information in the file.

Teachers may remove disciplinary documents from their files as follows:

- Notice of Suspension – five years
- Written Letter of Warning – four years
- Parental Letters – three years
- Documentation of Discussion – three years

From the date of filing, provided the employee has not been guilty of similar infractions within that time period.

This provision does not apply to documents relating to student/child abuse, or matters pertaining to a crime.

509 PARENT COMPLAINT PROCEDURE

The Board and the EKEA recognize that interested parents may find it necessary to file a complaint regarding a member's treatment of a student, classroom policy (other than an individual student's grades), or the material being taught in a specific course. In many cases, these complaints may be resolved by direct communication between the parents and members.

Hence, the Board and EKEA agree that parents should resolve complaints at the lowest step of the following procedure and in this sequence:

1. Meet and discuss the problem/concern with the teacher.

2. Meet and discuss the problem/concern with the principal and teacher.
3. Meet and discuss the problem/concern with the superintendent, principal, and the teacher.
4. Meet and discuss the problem/concern in executive session with the Board, superintendent, principal, and the teacher.

Complaints received at higher levels shall be routed to the lowest level appropriate for resolution.

Parental letters can be placed in the personnel file only if they are adjudged to be accurate by the administrator and are included as part of the administrative report.

The primary focus of all administrators and teachers in this regard will be on the prompt and equitable solution of the complaint.

#### 510 PAY PERIODS

- A. Effective September 1, 2013, bargaining unit members shall be paid on the fifth (5<sup>th</sup>) day and the twentieth (20<sup>th</sup>) day of each month at a rate of 1/24 of the amount due the employee from Article VI, Section 601. If a pay date falls on a holiday or weekend, the payroll will be credited to the member's account on the prior business day.
- B. All bargaining unit members shall be paid by direct deposit.
- C. Bargaining unit members shall receive their payroll deposit notices via e-mail. The member shall provide the Treasurer with a valid e-mail address by August 15 to which notices shall be sent.

#### 511 PROGRESSIVE DISCIPLINE

Employees shall not be disciplined without compliance with progressive discipline procedure set forth below:

With respect to the same offense, there shall be no deviation from the procedural order of progressive discipline, unless the seriousness of the situation warrants.

- A. Oral Reprimand – noted in personnel file
- B. Written Reprimand
- C. Up to Five-day Suspension (by superintendent) without pay
- D. Termination in accordance with ORC 3319.16.

No employee shall be subject to discipline except for just cause. All disciplinary action shall be subject to the grievance procedure.

Any written record of disciplinary action will be kept in the employee's active personnel file.

## 512 EMPLOYMENT OF STRS RETIREES

- A. This section governs the terms and conditions of employment of any STRS retiree whom the Board may choose to regularly employ in a position that falls within the description of the bargaining unit appearing in Article I of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit as determined by the Superintendent and will not thereafter advance on the salary schedule.
  2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
  3. The employee's limited contract received under paragraph 2 above shall automatically nonrenew as of the end of the school year and no action is required of the Board to effect such automatic nonrenewal. The procedures appearing in ORC 3319.11, including the post-nonrenewal procedures appearing in 3319.11 (G), shall not apply to any such contract nonrenewal.
  4. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
  5. The employee is not eligible to participate in any insurance fringe benefits offered under Article VI of this Agreement if the employee can participate in insurance benefits through STRS. If STRS policy precludes such participation, the provisions of Article VI shall apply.
  6. The employee will in no event qualify for tuition reimbursement, pay in lieu of participation in insurance benefits, life insurance, or severance pay under Article VI or sabbatical leave under Article VII of this Agreement.

- C. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the ORC.

513 SENIORITY

For the purpose of this Agreement, seniority shall be defined as the number of consecutive years of service with the East Knox Local Schools. (A Board-approved leave of absence does not break a teacher's consecutive years of service.) Part-time teacher's seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of part-time employment. If two or more individuals have equal seniority, then the following shall apply:

- A. The date of the Board meeting at which they were hired, then by;
- B. The first day worked as a regular bargaining unit employee;
- C. If a tie still exists, then a single coin toss (in the presence of the EKEA President and Superintendent, or their respective designees) which will occur prior to February 1 of the year in which the tie occurs and will thereafter be deemed conclusive as to the affected employees.

An updated seniority list will be provided to the EKEA by February 1 of each year ranking teachers by name (from the most senior to the least senior) and also indicating the following information as to each individual:

- A. Date of initial hire (by official Board action) into a bargaining unit position;
- B. First day worked as a regular bargaining unit employee;
- C. Type of contract (limited or continuing); and
- D. All areas of certification/licensure.

Any corrections to such information are to be submitted by the EKEA President or designee to the Board's Treasurer by not later than the following February 28, at which point all information on the list will be deemed conclusive until the following February 1.

ARTICLE VI  
SALARY AND FRINGE BENEFITS

601 SALARY SCHEDULE

The base salary will continue to be \$30,399.00. It is further understood and agreed that no bargaining unit employee will receive vertical step credit on any salary schedule (including the supplemental salary schedule appearing in Section 608) for the duration of this agreement unless otherwise mutually agreed. This provision does not affect horizontal movement on the teachers' salary schedule, which will be implemented in accordance with normal procedure.

To move horizontally on the salary schedule, the bargaining unit member must submit official transcripts of college credits or other valid proof of such completed semester hours along with written request for advancement on the scale to the Treasurer on or before September 15 for the first semester and January 15 for the second semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester. The salary adjustment will not become effective until all materials are received by the deadline.

602 SALARY SCHEDULE – EFFECTIVE 2013-14

	BS	150	MA	MA+15	MA+30	MA+45
Step 0	\$30,399	\$31,554	\$33,287	\$34,153	\$35,050	\$35,947
	1.0000	1.0380	1.0950	1.1235	1.1530	1.1825
Step 1	\$31,554	\$32,861	\$34,746	\$35,612	\$36,509	\$37,406
	1.0380	1.0810	1.1430	1.1715	1.2010	1.2305
Step 2	\$32,709	\$34,168	\$36,205	\$37,072	\$37,968	\$38,865
	1.0760	1.1240	1.1910	1.2195	1.2490	1.2785
Step 3	\$33,864	\$35,476	\$37,664	\$38,531	\$39,427	\$40,324
	1.1140	1.1670	1.2390	1.2675	1.2970	1.3265
Step 4	\$35,020	\$36,783	\$39,123	\$39,990	\$40,887	\$41,783
	1.1520	1.2100	1.2870	1.3155	1.3450	1.3745
Step 5	\$36,175	\$38,090	\$40,583	\$41,449	\$42,346	\$43,243
	1.1900	1.2530	1.3350	1.3635	1.3930	1.4225
Step 6	\$37,330	\$39,397	\$42,042	\$42,908	\$43,805	\$44,702
	1.2280	1.2960	1.3830	1.4115	1.4410	1.4705
Step 7	\$38,485	\$40,704	\$43,501	\$44,367	\$45,264	\$46,161
	1.2660	1.3390	1.4310	1.4595	1.4890	1.5185
Step 8	\$39,640	\$42,011	\$44,960	\$45,826	\$46,723	\$47,620
	1.3040	1.3820	1.4790	1.5075	1.5370	1.5665
Step 9	\$40,795	\$43,319	\$46,419	\$47,286	\$48,182	\$49,079
	1.3420	1.4250	1.5270	1.5555	1.5850	1.6145
Step 10	\$41,951	\$44,626	\$47,878	\$48,745	\$49,642	\$50,538
	1.3800	1.4680	1.5750	1.6035	1.6330	1.6625
Step 11	\$43,106	\$45,933	\$49,338	\$50,204	\$51,101	\$51,997
	1.4180	1.5110	1.6230	1.6515	1.6810	1.7105
Step 12	\$44,261	\$47,240	\$50,797	\$51,663	\$52,560	\$53,457
	1.4560	1.5540	1.6710	1.6995	1.7290	1.7585
Step 13	\$45,416	\$48,547	\$52,256	\$53,122	\$54,019	\$54,916
	1.4940	1.5970	1.7190	1.7475	1.7770	1.8065
Step 14	\$46,571	\$49,854	\$53,715	\$54,581	\$55,478	\$56,375
	1.5320	1.6400	1.7670	1.7955	1.8250	1.8545
Step 15	\$47,726	\$51,161	\$55,174	\$56,041	\$56,937	\$57,834
	1.5700	1.6830	1.8150	1.8435	1.8730	1.9025
Step 16	\$48,882	\$52,469	\$56,633	\$57,500	\$58,396	\$59,293
	1.6080	1.7260	1.8630	1.8915	1.9210	1.9505
Step 17	\$50,037	\$53,776	\$58,092	\$58,959	\$59,856	\$60,752
	1.6460	1.7690	1.9110	1.9395	1.9690	1.9985
Step 18		\$55,083	\$59,552	\$60,418	\$61,315	\$62,212
		1.8120	1.9590	1.9875	2.0170	2.0465
Step 22	\$52,347	\$57,697	\$62,470	\$63,336	\$64,233	\$65,130
	1.7220	1.8980	2.0550	2.0835	2.1130	2.1425
Step 26	\$54,657	\$60,312	\$65,388	\$66,255	\$67,151	\$68,048
	1.7980	1.9840	2.1510	2.1795	2.2090	2.2385

603 INSURANCE

- A. The Board shall continue to make available health, dental, vision, and life insurance coverages for bargaining unit members. Coverage and benefit levels will be maintained except as otherwise mandated by applicable law or as otherwise mutually agreed. A standing joint insurance committee will be formed to study cost saving options or alternative coverage and make recommendations to the Board and EKEA. The Insurance Committee will be composed of the Treasurer, two (2) other Board representatives, the EKEA President or designee, and two (2) other EKEA representatives.

Effective with October 2013 coverage (for which employee contributions are deducted in September), the Board will pay 85% of the single or family health insurance premium, whichever is applicable, for medical insurance. The Board will also pay 85% of the single or family premium for dental and vision insurance.

- B. The Board shall provide a forty thousand dollar (\$40,000.00) term life insurance policy to regular full-time and regular part-time bargaining unit members.

1. The Board shall pay the total amount of the basic \$40,000.00 term life insurance policy.
2. A teacher may elect to purchase at his or her cost additional supplemental coverage.

- C. Bargaining unit members may elect to forego their right to health insurance coverage (hospitalization, major medical, prescription drug, and dental) and shall receive a \$2,500.00 supplemental payment in the final pay of June.

1. Bargaining unit members who elect to take advantage of this supplemental payment shall not be eligible to renew their insurance with the Board for a minimum of one calendar year with the following exceptions:

The employee ceases to be eligible for insurance coverage under their spouse's plan through:

- a. The death of their spouse.
- b. Termination of their spouse's employment.
- c. Divorce from their spouse.
- d. Unpaid leave of absence of their spouse.

Under any of the above conditions, the employee may immediately apply for insurance coverage from the Board.

2. Bargaining unit members will be permitted to enroll under the District plan during the next open enrollment period following the year for which they received the supplemental payment, unless they fall under provision 1 above.
  3. Bargaining unit members shall be permitted to utilize this supplemental cash payment once annually, with payment being made at the second payroll in June.
- D. The Board retains the right to change insurance carriers as long as:
1. Any such change is discussed with the EKEA, and
  2. Any new insurance program shall be equal to the existing insurance in terms of benefits, coverage, and entitlements.
- E. Except as otherwise required by law, any proposed modifications to the existing insurance plan must be ratified by the EKEA before any new plan is adopted.
- F. IRS Section 125 Plan

Any bargaining unit member electing insurance coverage shall be eligible to elect to have his or her portion of payments deducted from his or her salary before taxes pursuant to a salary reduction plan in accordance with applicable IRS regulations. The Board shall adopt a plan under Section 125 of the Internal Revenue Code.

#### 604 STRS PICKUP

The Board agrees to continue to pick up STRS retirement contributions on behalf of bargaining unit employees using the salary restatement method that yields favorable tax treatment to the employees at no cost to the Board.

#### 605 TUITION COMPENSATION

The Board will reimburse bargaining unit members for college credit course work according to the provisions of this article.

- A. Eligible teachers shall apply in writing on the appropriate form to the superintendent for approval of the course(s) desired no later than two weeks after the beginning of the course. Reimbursement for courses pertaining to the teacher's current assignment or approved Individual

Professional Development Plan (IPDP) shall be approved. Other courses may be approved at the discretion of the superintendent or superintendent's designee. It is the teacher's responsibility to apply for reimbursement during the appropriate fiscal year (July 1-June 30) so that he or she will be able to comply with the time lines in part B. Courses which begin prior to June 30 and end prior to July 31 shall be deemed to fall within the most recent fiscal year.

- B. Transcripts and fee statements shall be submitted to the superintendent on or before September 15 following the fiscal year during which the reimbursement request was submitted. Failure to comply with the time lines shall mean that no reimbursement shall be made. The teacher must receive a grade of "B" or better or "Pass" in a Pass/Fail course in order to qualify for reimbursement.
- C. An individual must be a licensed/certified teacher employed by the Board to be eligible to apply for reimbursement, and must continue to be employed by the Board during the succeeding fiscal year to receive reimbursement, unless the employee has been RIF'd in accordance with Section 504.
- D. The Board shall annually allocate \$25,000.00 to reimburse bargaining unit members subject to the following conditions.
  - 1. Teachers will be reimbursed with the second payroll in October following the fiscal year during which the course work was approved, if the teacher has completed the requirements in Sections A, B, and C.
  - 2. Reimbursement shall not exceed the teacher's documented cost.
  - 3. Reimbursement shall be based upon semester hours, with a quarter hour worth two-thirds of a semester hour.
  - 4. The amount paid for each semester hour will be determined by the following formula:  $\$25,000.00 / \text{total approved hours for the previous fiscal year for which documentation has been received according to Section B.}$

#### 606 TUITION WAIVER FOR CHILDREN OF NONRESIDENT TEACHERS

Children of full-time NONCONTIGUOUS nonresident District employees may attend District tuition-free. Such students must have been admitted by the first day of school in any school year, and are allowed to remain for the entire school year even if the parent's employment ceases. Children admitted will be counted for state funding purposes.

607 SEVERANCE PAY

- A. A teacher or his or her eligible STRS survivor may apply for a severance payment under any one of the following situations:
  - 1. Retirement from the District under the STRS.
  - 2. Upon the death of a teacher while in active service with the District.
- B. Qualifying teachers or their eligible STRS survivor(s) shall receive twenty-five percent (25%) of their accrued sick leave. In no circumstance will this exceed a total pay of fifty-two and one-half days (52.5 days). Qualifying teachers shall be credited an additional one-fourth (1/4) day of severance payment for each year of service in the East Knox Local School District, to a maximum of thirty-five (35) years service or eight and three-fourths (8.75) additional days of severance.
- C. Payment shall be based upon the per diem rate of the teacher's base pay (not including supplemental contracts) at the time of retirement/death.
- D. Payment shall eliminate all sick leave credit accrued by the teacher at that time.
- E. Severance pay shall be made only once to any teacher.

608 SUPPLEMENTAL PAY

- A. Supplemental Salary Schedule

Index applied to step zero of teachers' regular salary schedule.

EFFECTIVE 2013-14 SCHOOL YEAR

Years	I	II	III	IV	V	VI	VII
0	3,891 0.128	2,523 0.083	2,371 0.078	1,642 0.054	699 0.023	456 0.015	213 0.007
1	4,043 0.133	2,645 0.087	2,493 0.082	1,763 0.058	790 0.026	547 0.018	304 0.010
2	4,195 0.138	2,766 0.091	2,614 0.086	1,885 0.062	882 0.029	638 0.021	395 0.013

Years	I	II	III	IV	V	VI	VII
3	4,347 0.143	2,888 0.095	2,736 0.090	2,006 0.066	973 0.032	730 0.024	486 0.016
4	4,499 0.148	3,010 0.099	2,858 0.094	2,128 0.070	1,064 0.035	821 0.027	578 0.019
7	4,651 0.153	3,131 0.103	2,979 0.098	2,250 0.074	1,155 0.038	912 0.030	669 0.022

B. Groups:

Group I

Head Football Coach  
Head Basketball Coach  
Head Volleyball Coach  
Band Director  
Head Cheerleader Advisor  
Yearbook Advisor

Group II

Head Baseball Coach  
Head Softball Coach  
Head Wrestling Coach  
Head Golf Coach  
Head Track Coach  
Head Cross Country Coach  
Head Soccer Coach  
Assistant Football Coach  
Assistant Football Coach – Junior High (2)  
Assistant Basketball Coach

Group III

Junior High Basketball Coach  
Junior High Cheerleader Advisor  
Junior High Volleyball Coach  
Junior High Cross Country Coach  
Junior Varsity Volleyball Coach  
Junior Varsity Wrestling Coach  
Fall Sports Coordinator  
Winter Sports Coordinator  
Freshman Basketball Coach

#### Group IV

Junior Class Advisor (2)  
Junior Varsity Baseball Coach  
Junior Varsity Softball Coach  
Junior High Wrestling Coach  
Junior High Track Coach (2)  
Majorette Advisor  
Football Conditioning Coach  
Spring Sports Coordinator

#### Group V

Art Club  
Department Chair (Jr/Sr HS)  
Grade Level Chair  
Sophomore Class Advisor  
Flag Corps Director  
Play Director  
Junior Activities Director  
Basketball Conditioning Coach  
Baseball Conditioning Coach  
Softball Conditioning Coach  
Track Conditioning Coach  
Volleyball Conditioning Coach  
Cross Country Conditioning Coach  
Wrestling Conditioning Coach

#### Group VI

FCCLA Advisor  
Spanish Club  
Senior Class Advisor (2)  
Assistant Play Director  
Young Authors  
Speech  
Debate  
Science Fair Coordinator  
High School Student Council Advisor  
Middle School Student Council Advisor  
National Honor Society  
Quiz Bowl  
Math Club Advisor

Group VII

9<sup>th</sup> Grade Class Advisor  
Spelling Bee

- C. Any newly created supplemental positions shall be determined by agreement of EKEA president/designee and the superintendent.
- D. Persons holding supplemental contracts for year-long activities shall be paid one-half (1/2) of their payment the first payroll of December and the remaining one-half with the second payroll of June. Persons holding supplemental contracts for less than year-long activities shall be paid the last pay of the months of December, March, and June, following completion of a form signed by the employee and the supervisor of the activity (principal or athletic director) attesting that the activity is completed.
- E. The listing of a supplemental contract position does not necessarily mean the position will be filled.

609 SATURDAY SCHOOL PAY, SUMMER SCHOOL, AND TUTORING

Pay for supervision of Saturday School shall be at the rate of sixty-five dollars (\$65.00) per day. Pay for teaching summer school and summer intervention shall be at the rate of twenty dollars (\$20.00) per hour. If a teacher is requested by the Administration to provide after-school tutoring, or to provide extended school year services in fulfillment of special education IEP requirements, pay shall be at the rate of fifteen dollars (\$15.00) per hour.

ARTICLE VII  
LEAVE PROVISIONS

701 SICK LEAVE

- A. Teachers shall earn sick leave at the rate of one and one-fourth (1 ¼) days per month while under contract with the Board.
  - 1. Maximum annual sick leave accumulation is fifteen (15) days;
  - 2. Sick leave shall continue to accrue with no limit.
- B. Teachers new to the teaching profession and to the District who have not yet earned sick leave may be advanced up to five (5) days of sick leave during their first year of employment. After the first year, there will be no

advancement of sick leave to any teacher who has exhausted accumulated sick leave.

- C. Sick leave may be used for the following reasons:
1. Personal illness or injury
  2. Exposure to contagious disease
  3. Illness or death in the member's immediate family
  4. Pregnancy
  5. Medical appointment.
- D. For purposes of this article, immediate family shall be defined as mother, father, mother-in-law, father-in-law, daughter (natural, adopted, step, or foster), son (natural, adopted, step, or foster), daughter-in-law, son-in-law, spouse, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, or grandchildren.
- E. Upon return from sick leave, the teacher shall furnish a written signed statement on Board prescribed forms specifying for which of the above reasons sick leave was used. In the case of exposure to contagious disease which could be communicated to others, a physician's statement of fitness must be submitted prior to the individual's return to work. Any teacher absent for more than five (5) consecutive days will submit a doctor's excuse if so requested.
- F. If the sick leave extends beyond twenty (20) consecutive days, the Board may, at its own expense, require the teacher to be examined by a Board selected doctor to verify the need for continuing leave.
- If the Board's doctor's opinion is different from the teacher's doctor, a third doctor selected by a mutual decision will examine the employee. The expense of the third doctor will be shared equally between the teacher and the Board.
- G. Sick leave may not be used in increments of less than one-half (1/2) day unless agreed to by the teacher's immediate supervisor.
- H. Falsification or fraudulent use of sick leave may result in disciplinary action, including dismissal, pursuant to Section 511 (Progressive Discipline).

## 702 PERSONAL LEAVE

Personal leave is to be used for conducting necessary or urgent personal business which cannot be conducted outside the school day. When the form shown below

is filled out, teachers shall have three (3) personal leave days to be granted with the following exceptions.

- A. No personal leave shall be taken to earn additional compensation.
- B. Personal leave shall not be used to extend a school vacation, or during the first and/or last week of school without the express approval of the Superintendent (which approval will not be unreasonably withheld) due to the scheduling of an event outside of the control of the teacher.
- C. No more than two (2) teachers per building will be allowed to be absent for personal reasons on any one day, except in emergencies.
- D. Personal leave shall not be used in place of sick leave.
- E. Personal leave shall not be used in increments of less than one-half (1/2) day.
- F. Falsification or fraudulent use of personal leave may result in disciplinary action pursuant to the progressive discipline policy.

Personal leave days are not cumulative from one school year to the next. Requests shall be made in advance except in emergency situations. All unused personal days shall be converted to sick leave days on the second pay in June each year.



PERSONAL LEAVE REQUEST

I, \_\_\_\_\_, request personal leave for  
\_\_\_\_\_ day, \_\_\_\_\_ date. I affirm that the use of

personal leave is authorized pursuant to the personal leave provision of the Master  
Contract between the East Knox Local Board of Education and the East Knox Education  
Association.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_ approved

\_\_\_\_\_ disapproved

703 PROFESSIONAL LEAVE

- A. All professional leave requests shall be submitted on the appropriate form prior to the date of attendance at the activity and be approved by both the building principal and the superintendent. No teachers will be approved for more than two (2) days of professional leave in any school year. This limitation does not apply to leave occurring at the request of the Administration or leave that has traditionally been considered an inherent and integral part of the particular teacher's assignment. Teachers may request to be excused from classroom duties in order to accompany students to school functions and school-related activities which may take place during school hours and have been approved.
- B. Teachers will be entitled to \$100.00 each year for the purpose of professional development/leave during the term of this Agreement. Teachers may pool their funds. The maximum amount the Board will allocate each year for professional development will be \$6,200.00. Professional development funds will be processed and tracked through the building principals. Required forms will be available in each principal's office.

704 JURY DUTY

Teachers receiving notices to serve on jury duty shall promptly notify their building principal and submit a copy of the notice to the treasurer. Teachers required to report and/or serve on jury duty shall receive their regular compensation and promptly sign over to the District any jury duty compensation received. The absence report form shall include a statement reminding teachers of this requirement.

705 ASSAULT LEAVE

A. Definition

An assault is an injury inflicted upon an employee as a result of performing work-related duties.

B. Entitlement

An employee who suffers illness or injury that is caused by a job-related assault, be it off or on Board premises, shall be granted assault leave for the length of the absence.

Assault leave extending beyond five (5) days must be verified with a doctor's excuse. If the assault leave extends beyond twenty (20) days the

Board may, at its own expense, require the employee to be examined by a Board selected doctor to verify the need for the continuing leave.

If the Board's doctor's opinion is different from the employee's doctor, a third doctor selected by a mutual decision will examine the employee. The expense of the third doctor will be shared equally between the teacher and the Board.

Such leave shall be with full pay and shall not be charged against sick or personal leave.

C. Duration

Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:

1. The employee returns to work.
2. The employee begins to receive retirement benefits under an Ohio state retirement system.
3. The employee resigns.

D. Procedure

1. Employees shall immediately report all cases of assault suffered by them in connection with their employment to their supervisors or principal.
2. The employee shall complete and sign the assault leave form to report his/her use of assault leave.

706 UNPAID LEAVES

A. Family and Medical Leave

The Board will comply with the Family and Medical Leave Act (FMLA) of 1993.

For purposes of family leave, a year shall be defined as July 1 through June 30.

B. Military Leave

The Board will grant military leave in accordance with law.

C. Medical Leave

The Board will grant unpaid leaves for illness and disability in accordance with ORC 3319.13.

D. Other Unpaid Leaves

The Board may, at its discretion, grant other unpaid leaves including, but not limited to, professional improvement.

707 SABBATICAL LEAVE

A. Teachers who have completed five (5) years' service in the District may obtain sabbatical leave by:

1. Having a plan of professional improvement approved by the LPDC.
2. Submitting a written request to the superintendent.
3. Having the Board approve the leave upon the superintendent's recommendation.

B. Sabbatical leave may be granted for one (1) or two (2) semesters. Upon completion of the leave, evidence of completion of the approved plan must be submitted to the LPDC.

C. To be eligible for part payment of salary, the teacher must agree in writing to return to employment in the District for at least two (2) years with the exception of death or disability of the employee. The teacher shall reimburse the Board for all monies received in violation of Sections B or C.

D. Teachers granted sabbatical leave shall receive part salary equal to the difference between the teacher's regular contract salary for the year of the leave and the cost of the substitute employed for the teacher on leave.

E. No more than five percent (5%) of the bargaining unit may be granted sabbatical leave in any one year.

F. A teacher may not be granted a sabbatical more often than every five years, nor for a second time before other bargaining unit members have had an opportunity to make a request for such leave.

G. A teacher on sabbatical leave shall be carried on the personnel roster for insurance purposes and shall have the right to participate at his/her own expense in all insurance programs for which the teacher would otherwise be eligible in this Agreement.

- H. Teachers on sabbatical leave shall hold the Board harmless for all contributions to STRS during the period of said leave, except those mandated by STRS on payment of part salary.

708 PARENTAL LEAVE

- A. A teacher who is pregnant or adopting a child or becoming a parent shall, upon written request, be granted leave without pay for parental reasons. Such leave shall begin either between the beginning of pregnancy and delivery of the child, or at the receipt of custody of the child, and may continue up to twelve (12) consecutive months after the birth or receipt of custody. Except in a case of unforeseen and emergency circumstances, a teacher's failure to return to work by the beginning of the first grading period following expiration of the leave shall sever the teacher's employment by the Board upon recommendation of the Superintendent. In order to minimize the educational impact upon students, the teacher's return from leave shall be at the beginning of a grading period.
- B. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the staff member hopes to return to service, and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in the case of an emergency.
- C. Sick leave shall not accrue during parental leave. Staff members on parental leave shall be eligible to participate in Board provided insurance plans at their own expense.
- D. A teacher who returns to work in accordance with paragraph A above shall be granted his/her position held prior to leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated/licensed.

709 SICK LEAVE DONATION PROGRAM

Teachers may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to the co-workers who are in critical need of leave due to the catastrophic illness or injury of the employee or a member of the employee's immediate family. An individual wishing to receive a donation of sick days must complete a written application and return it to the Sick Leave Donation Committee. The Committee shall be composed of the EKEA president, two (2) EKEA designees, the superintendent, and one (1) designee of

the superintendent. The Committee shall operate by majority vote. The decision of the Committee shall not be subject to Article II (Grievance Procedure).

- A. An employee may receive up to the number of days (10 days) the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
  - 1. (or a member of the employee's immediate family) has a catastrophic illness or injury,
  - 2. has no accrued sick leave.
  
- B. Employees may donate leave if the donating employee:
  - 1. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned,
  - 2. donates a minimum of one (1) day, and
  - 3. retains a sick leave balance of at least fifteen (15) days. Leave shall be donated in the same manner in which it would otherwise be used.
  
- C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
  
- D. Employees who wish to donate leave shall certify:
  - 1. the name of the employee for whom the donated leave is intended,
  - 2. the type of leave and number of days to be donated,
  - 3. the employee will have a minimum sick leave balance of fifteen (15) days, and
  - 4. the leave is donated voluntarily and he or she understands it will not be returned.
  
- E. No employee shall be forced to donate leave. The donation of leave shall occur on a strictly voluntary basis. Donation of leave will not in any way affect the incentive pay for not using leave.
  
- F. Employees who have accumulated the maximum allowable sick leave per Board policy concerning severance pay will be given the first opportunity to donate leave.

ARTICLE VIII  
LABOR MANAGEMENT COMMITTEE

The Board and the EKEA agree to establish a labor-management committee (LMC) composed of three (3) members appointed by the EKEA and three (3) members appointed by the Superintendent. The purpose of the LMC is to keep communications open between the EKEA and the Board. Bargaining or grievance processing shall not be a function of the LMC; however, it may agree to clarify the existing agreement, make recommendations for memoranda of understanding, and attempt to resolve issues prior to reaching the grievance process.

The parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS) for the purposes of training and advice in the establishment of the LMC. The parties agree to establish mutually-agreed ground rules for the operation of the LMC.

ARTICLE IX  
DURATION

This Agreement shall be effective July 1, 2013 through June 30, 2016. The parties' bargaining teams will reconvene after March 1, 2014 and before May 1, 2014 for the purpose of bargaining the teachers' salary schedule for the 2014-15 and 2015-16 school years. The Board and EKEA may identify one (1) item to bargain in addition to the teachers' salary at this same time. If tentative agreement is not reached within fourteen (14) days (or such deadline as may be mutually agreed upon), the impasse provisions of Article I, Section 102 G, of this Agreement shall apply.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

GRIEVANCE FORM

Grievance # \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

Statement of Grievance

Relief Sought

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

STEP ONE

Appropriate Supervisor \_\_\_\_\_

Date Filed \_\_\_\_\_

Disposition of Supervisor:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

STEP TWO

(SUPERINTENDENT)

Position of Aggrieved and/or Association:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

Disposition by Superintendent:

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE

(ARBITRATION)

Position of Aggrieved and/or Association:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

## Farthing, Sheila

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**From:** Jessi Busenburg [jbusenburg@ekschools.org]  
**Sent:** Friday, November 22, 2013 11:37 AM  
**To:** SERB Research  
**Subject:** Employer ID 1241 East Knox Local and EKEA  
**Attachments:** East Knox Contract\_2013-2016.pdf

Attached is the new collective bargaining agreement between East Knox Local Schools and EKEA. It is not signed because the Board of Education did not officially approve it due to a financial deficit in FY14. As treasurer, I was unable to certify the contract. The EKEA did approve the contract and by law it is now in effect.

I sent in my annual employer information request in October. It is my understanding you will send me the Contract Data Summary Sheet to complete upon receiving this agreement.

Please let me know if you need anything further.

Jessi

Jessica M. Busenburg, CPA  
Treasurer  
East Knox Local Schools  
23201 Coshocton Road  
Howard, OH 43028  
(o)740-599-2502  
(f)740-599-5863

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