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AGREEMENT

Between

KETTERING BOARD OF EDUCATION

and

KETTERING EDUCATION ASSOCIATION

Effective

July 1, 2024

Through

June 30, 2027

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PREAMBLE

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

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

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

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

D. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

ARTICLE 1 - SEVERABILITY

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

ARTICLE 2 - BOARD RIGHTS

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

A. To maintain executive management and administrative control of the school system and its properties and facilities, efficiency of its operations, the professional activities of its employees as related to the conduct of school affairs, and the determination of the course of study for its students.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, discipline, or demotion; and to promote and/or transfer all such employees; and to renew or non-renew their contracts.

C. To delegate authority through recognized administrative channels according to current Board policy.

D. To determine job schedules and the duties, responsibilities, and assignments of employees with respect thereto.

E. To determine the size and strength of the workforce.

ARTICLE 3 - RECOGNITION

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

The following are excluded from recognition hereunder:

1. Supervisors, Administrators, managerial level employees, and confidential employees.

2. Psychologists and Coordinators.

3. Those persons who are employed as non-instructional employees.

4. Substitutes, except substitutes employed as permanent substitute teachers.

Included in the above exclusions are the following:

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

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

1. Classroom Teachers

2. Department Chairpersons

3. Nurses

4. Counselors

5. Librarians

6. Therapists including Speech and Hearing, Occupational and Physical

7. Art, Music and Physical Education Teachers

8. Intervention Specialists

9. Coordinators of Art, Music, Title I, and Gifted Education

10. Option IV Coordinator

11. Computer Specialists/District

12. Curriculum Leaders

13. Permanent Substitute Teachers

    a. Permanent substitute teachers must hold an active Ohio Department of Education teacher license in a designated teaching area at the time of employment.
    b. All permanent substitute teacher positions must be posted in all Kettering City School District buildings.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association shall be granted the following exclusive rights for employees covered hereunder:

1. The Board of Education shall provide the Association with a room for its exclusive use for Association business. Said room shall accommodate no fewer than twenty (20) persons.

2. Association officers, committee chairpersons, faculty representatives, and other Association members shall be permitted to utilize the school mail delivery system, including mailboxes, for purposes of communications, notices, etc., for official Association business to teachers. Additionally, the copy equipment located in the mail room at the Board office shall be made available for the duplication of Association material provided the Association reimburses the Board for the costs incurred.

3. Association officers, chairpersons, faculty representatives, and executive committee members' shall be permitted to leave their school buildings immediately after classes are excused in order to attend Association meetings.

4. The Association, through its president, shall be notified of all public Board meetings as early in advance of such meetings as is reasonable.

5. Each building principal will designate bulletin boards in teacher lounges for Association use.

6. With prior notification to the principal, designated Association representatives may make announcements at faculty meetings concerning meeting times and dates.

7. Faculty representatives shall be permitted to utilize school facilities to call building meetings subject to the following conditions:

   a. If, after a regular instructional day, said meeting shall not be scheduled less than ten (10) minutes after the dismissal of students.
   b. Frequency of after-school building-level meetings will not be more than once a calendar month without approval of the building principal.
   c. Such meetings shall not conflict with previously scheduled teacher meetings.

8. At the discretion of the Association president, the Association shall be granted fifteen (15) initial days for Association leave with the total expense of substitute teachers paid by the Board, six (6) subsequent days for Association leave with the total expense of substitute teachers split equally between the Board and the Association, and nine (9) subsequent days of Association leave with total expense of substitute teachers paid by the Association.

9. The Association shall be the exclusive employee organization for whom payroll deductions will be made for union dues.

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

11. The Association shall appoint teacher members to serve on each committee identified within this agreement.

12. **Fair Share Fee**

(The provisions of former Section 12 are null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v. AFSCME, Council 31, 585 U.S._878 (2018) and will not be implemented but are preserved here should the law change in future years.)

a. **Payroll Deduction of Fair Share Fee**
The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
Notifications of the Amount of Fair Share Fee
Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board by September 20 of each year during the terms of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

b. **All Fair Share Fee Payers**
Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15t^{h} annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
(1) sixty days' employment in a bargaining unit position, or
(2) January 15th.

c. **Upon Termination of Membership During the Membership Year**
The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay rate occurring on or after forty-five (45) days from the termination of membership.

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

e. **Procedure for Rebate**

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

Entitlement to Rebate

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

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

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

g. **Hold Harmless Provision**

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

ARTICLE 5 - PAYROLL PROCEDURES

A. The Schedule of Payroll Payments will be printed on a schedule of payroll dates and will be provided to each employee at the start of each school year. All teachers shall be paid on a twenty-six (26) pay basis for the school year, commencing on the third Friday after the start of the school year.

1. All employees must participate in direct deposit of payroll checks.

2. Employees will receive payroll statements electronically.

B. Certified/licensed teachers employed for fewer than twelve months in the school year may request payment in full of balance of salary held for disbursement during summer months if employee is:

1. Leaving the continental boundaries of these United States for travel:

2. Leaving the employ of the Board:

3. Applying for and being granted retirement through the State Teachers Retirement System of Ohio:

4. In financial emergency. This request must be approved by the Treasurer.

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

C. **Teachers on Regular Contracts** will be paid according to a salary schedule for that position, as adopted by the Board. New teacher assignments on the schedule will be made in accordance with the following:

1. Years of experience; maximum seven, including years of active military service for newly employed teachers holding a Bachelor's degree and placed on Class III of the approved teachers' salary schedule, or maximum eight, including years of active military service for newly employed teachers holding a Bachelor's degree and placed on Class IV or Class V of the approved teachers' salary schedule, or maximum ten, including years of active military service for newly employed teachers holding a Master's degree and placed on Class VI, VII, VIII, IX, X, or XI of the approved teachers' salary schedule. "Years of experience", as used herein shall mean:

   a. Teaching as a regular teacher for 120 days or more in any school year in any elementary or secondary public school.
   b. Teaching as a regular teacher for 120 days or more in any school year in a nonpublic elementary or secondary school chartered by the Ohio

Department of Education. Such teacher must have taught under a valid Ohio Department of Education certificate/license.

c. Teaching full time in a fully accredited public college or university for one or more academic years.

d. Teaching full time in a fully accredited private Ohio college or university for one or more academic years.

e. Teaching on an assistantship while working for an advanced degree shall not be considered a full-time teaching position.

f. Teaching as a substitute in an Ohio public elementary or secondary school district for 120 days or more in any school year. Substitute days in more than one district in any school year shall not be combined to meet the 120-day minimum.

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

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

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

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

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

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

Furthermore, professional work or career experience:

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

D. **Definitions**

1. "Fully accredited," as used herein, shall mean accreditation by a nationally recognized regional accrediting association.

2. "Teaching Days," as used herein, shall mean teaching or tutoring five hours or more per day.

3. A "year of active military service," as used herein, shall mean eight or more continuous months of service (maximum five years).

E. **Credit for Academic Training**

Credit for additional academic training to current employees covered hereunder will be granted twice during the school year. Evidence of additional academic training from a fully accredited educational institution must be submitted to the Assistant Superintendent of Human Capital by September 10 in order to receive credit on the salary schedule beginning the first day of the first semester. Evidence of additional academic training from a fully accredited educational institution must be submitted to the Assistant Superintendent of Human Capital by February 1 to advance on the salary schedule beginning the first day of the second semester.

F. **Increments**

A teacher presently employed by the Board and assigned on the salary schedule shall be eligible for assignment to the next higher step if said teacher was employed at the next lower step for 120 five-hour days or more in the preceding school year or each of the interval years between steps. Part-time teachers shall advance on the salary schedule based on their percentage of contract. The cumulative percentage of contract for part-time teachers must add up to 100 percent full-time contract for advancement to occur. If employees were hired prior to 2013-2014, due to the step freeze in 2011-2013, actual years' experience will not match step placement. Advancement on the salary schedule may occur under the above conditions **only at the beginning of the first semester of each school year.**

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

1. **HIGH SCHOOL**

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

Student Contact Periods	%	Class Time Including Passing	Time Beyond Classroom* (Preparation)	Total Paid Time
1	14.3	50 + 6 = 56	4	60 min.
2	28.6	100 + 12 = 112	8	120 min.
3	42.9	150 + 18 = 168	12	180 min.
4	57.1	200 + 24 = 224	16	240 min.
5	71.4	250 + 30 = 280	20	300 min.
6	85.7	300 + 36 = 336	24	360 min.
7	100.0	350 + 42 = 392	28	420 min.*

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

2. **MIDDLE SCHOOL**

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

Student Contact Periods	%	Class Time Including Passing	Time Beyond Classroom* (Preparation)	Total Paid Time
1	12.4	45 + 3 = 48	4	52 min.
2	25.0	90 + 6 = 96	9	105 min.
3	37.4	135 + 9 = 144	13	157 min.
4	50.0	180 + 12 = 192	18	210 min.
5	62.4	225 + 15 = 240	22	262 min.
6	75.0	270 + 18 = 288	27	315 min.
7	87.4	315 + 21= 336	31	367 min.
8	100.0	360 + 24 = 384	36	420 min.*

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

3. **ELEMENTARY**

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

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

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

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

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

H. **Payroll Deductions**

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

I. **Optional Deductions Include:**

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

   Medical and Dental premiums and/or employee contributions will be deducted from two pays of each month.

2. There is no limit on the number of annuity companies an employee can have; however, each employee can have only one (1) salary reduction agreement as required by I.R.S. regulations. ALL annuity companies must be on one (1) salary reduction form. Enrollment for tax sheltered annuities can occur any time during the calendar year.
3. Kettering Backpack Program
4. Kettering Supplies for Safety
5. United Way
6. Citizens for Kettering Schools
7. Kettering Education Foundation
8. Colonial Life Voluntary Life Insurance
9. Dues, for the United Education Profession. Dues shall be withheld for those individuals authorizing such dues deductions for twenty (20) consecutive pay days, beginning with the third pay of the school year. Authorization for those dues deductions must be presented to the Treasurer by September 20 and shall be continuous from year to year thereafter unless revoked in writing by the teacher. In the event of termination of employment of any teacher, the

deductions for dues shall cease with the employee's final pay check, and it will be the responsibility of the school district Treasurer to notify in writing the Treasurer of the K.E.A. of these situations. Following each of the twenty (20) deductions, the Treasurer shall forward to the Association a check for the amounts withheld. In carrying out the provisions of this paragraph, the teacher and/or the Association agree to indemnify and save the Board and/or its representatives harmless against any and all claims except the cost of defense that may arise out of or by reason of action taken against the Board and/or its representatives.

10. OEA Fund for Children and Public Education Contributions

11. Tax-Deferred Payroll Deduction Plan to Restore or Purchase STRS Credit

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

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

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

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

12. After tax payroll deductions to restore or purchase STRS credit.

13. Payment for enrolling children of employees

J. All of the above notwithstanding, no employee shall be entitled to utilize more than twenty-five (25) payroll deduction slots.

ARTICLE 6 - INDIVIDUAL CONTRACTS

A. Regular Contracts

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

B. Supplemental Contracts

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

C. General Provisions

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

2. Summer school contracts will be issued for those positions which the advance student registration indicates will be required.

3. Separate supplemental contracts shall be issued for extended service in excess of the regular 183 teaching days. The rate of pay for said extended service shall be on per diem rate of 1/183 of the regular contract amount for the current school year.

4. Supplemental contracts shall automatically expire at the end of the contract year and shall not be subject to the nonrenewal provision as provided in 3319.11 ORC.

5. Notification of nonrenewal of limited teaching contracts will be accomplished by June 1 by personal delivery. If personal delivery is not possible, positing written notice in the U.S. mail by registered or certified mail to the teacher's last known address will constitute notification.

   Certificated/licensed teachers covered hereunder, who are employed by the Board five or more hours each day on a 183 or more days' contract and who qualify otherwise shall be considered for a continuing contract as prescribed by law; provided, however, to be eligible for consideration for continuing contract, a teacher must have filed a notice of eligibility for a valid professional or permanent certificate, or license in the Human Capital Office on or before April 1. Nothing herein shall require the Board to grant a continuing contract (tenure) during the unexpired term of an eligible teacher's limited contract.

6. Resignation from Employment. Unit members should give the Board as much advance written notice of pending resignation of employment as conditions allow. In giving advance written notice, unit members should take into consideration many factors, including but not limited to the July 10 statutory deadline for submitting notices of resignation and the best date for the resignation to take effect. Unit members resigning after completing the last full work year of employment are entitled to receive paid insurance benefits from the Board until the next work year begins but not to exceed twelve (12) months of insurance coverage for that work year. There may be reasons, however, such as resignation for purpose of retirement, to set an earlier effective date of retirement.

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

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

   1. Qualified professional staff members in the District.

   2. Qualified non-certified/licensed individuals previously holding the position.

   3. Qualified professional staff members outside the district.

   4. Qualified non-certified/licensed individuals.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. **Definition**

1. A "grievance" is a claim by a teacher, group of teachers, or the Association, of an alleged violation, misinterpretation, or misapplication of a provision of this contract.

2. An "aggrieved person" is the teacher, or group of teachers, or the Association making the claim.

3. A "teacher" shall be defined as any certificated/licensed staff employee of the Board eligible for membership in the bargaining unit.

4. "Days" shall be defined as regular work days exclusive of weekends, holidays, and breaks during the school year.

B. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at a given level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the KEA, provided the adjustment is not inconsistent with the terms of this Agreement.

C. **Procedure**

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

2. The time limits specified may, however, be extended by mutual agreement.

D. **Right of Representations**

1. The aggrieved person (if an individual grievance is filed by an individual) may be represented by the Association.

2. No reprisal shall be taken by either party as a result of grievances filed. Administrators hearing grievances may elect to have a representative present at any and all levels of the grievance procedure.

Level One - Informal

1. The teacher shall approach the principal, administrator or supervisor immediately concerned and discuss the matter in his/her own behalf. It is strongly recommended that the teacher and administrator make every reasonable attempt to resolve the grievance at this step. A Level One Informal Grievance must be filed within fifteen (15) days of the event or condition which gave rise to the grievance when there are at least fifteen (15) days left in the school session. Grievances will be filed within thirty (30) days when they arise either with less than fifteen (15) days in the school session or during the school recess. Grievances shall remain confidential at this level.

    a. At the beginning of the Level One Grievance meeting, the teacher shall declare that it is a Level One Grievance meeting.
    b. In the event the matter is not resolved at this stage, the teacher shall have ten (10) days to file a Level Two Formal Grievance.

Level Two — Formal

1. In the event that the informal step is unsuccessful, the teacher may file a formal grievance on a contractually agreed form. (See Addendum D) The form shall be completed in triplicate with the grievant retaining one copy; delivering one copy to the Association president; and delivering the third copy to the administrator involved. Receipt of the administrator's copy will be acknowledged in writing.

2. Within five (5) school days after notification to the principal, administrator or supervisor involved, a meeting shall take place between the appropriate administrator, the grievant and the Association representative(s) and any other person deemed necessary by the Association. Within ten (10) days following this hearing, the decision concerning the grievance shall be given in writing by the administrator to the grievant and to the Association representative(s).

Level Three — Superintendent

1. In the event a grievance is not satisfactorily resolved at Level Two, or if no decision has been made within the ten-day limit, the grievant may, within ten (10) school days after the receipt of the answer at Level Two, notify the Superintendent and Association in writing of an intention to process the grievance. A copy of the grievance will accompany this notification.

2. A meeting shall be held between the grievant and the Superintendent within seven (7) days after the receipt of such notice. Witnesses may be available to testify but may not be present during the remainder of the hearing. Upon completion of this meeting, the administrative decision shall be given in writing to the Association within ten (10) school days.

Level Four— Mediation

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

2. The mediation conference will be scheduled at the earliest date that the mediator, the parties, and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made, and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

3. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

4. The costs of grievance mediation, if any, shall be shared equally by the Association and the Board.

Level Five — Arbitration

1. In the event the grievance is not resolved at Level Four, or if no decision has been reached within ten (10) school days of the Level Four meeting, the grievant may request in writing that the Association submit the grievance to arbitration.

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

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

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

E. **Miscellaneous**

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

2. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level Two. The Association may process such grievance through all levels of the procedure even through the aggrieved person or persons do not wish to do so.

3. Decisions rendered as final at Levels Two and Three of the grievance procedures will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and to the Association.

4. All documents, communications and reports dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

5. The forms for filing and processing the grievance shall be made available from the Association or from the Superintendent.

6. Formal grievances shall be processed at a time when the teacher is not expected to be in his/her classroom except for arbitration hearings which may be held during the teaching day.

7. Any teacher who is required to be absent from his/her assigned duties due to his/her participation in any step of this procedure, including appeal procedures as provided by law, shall lose no salary whatsoever as a result of such absence.

8. The Association may withdraw its support of the grievance at any time within the complete and absolute discretion of the Association.

9. The costs for the service of the arbitrator, including per diem expenses and the cost of any hearing room, will be borne equally by the Board and the Association.

10. No grievance may be submitted to arbitration without prior approval by the Association.

11. No teacher shall be represented by any teacher organization other than KEA in any grievance initiated pursuant to this Agreement.

12. If a grievance is filed concerning a matter which is subject for appeal and initial determination on its merits with an Ohio or federal agency or court, such grievance shall not be subject to the arbitration procedure of this grievance procedure unless the grievant waives his/her rights to processing before said agency or court.

ARTICLE 8 - SALARY SCHEDULE

A. Teachers on regular contract shall be paid on the schedule and index as set forth in Addendums A and B attached hereto.

B. Supplemental Contracts

1. Teachers on supplemental contract shall be paid on the schedule as set forth in Addendum B attached hereto. Payment of supplemental salary shall be based on a teacher's fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more teachers, and the Board reserves the right to add or not fill positions listed in Addendum B.

2. The basis for determining the supplemental salary amount paid shall be the percentage amount listed in Addendum B for the applicable supplemental duty performed multiplied by the figure shown in Addendum A at Class VI (M.A. Step 15).

C. STRS pickup will utilize the salary reduction method. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation including supplemental earnings thereafter.

2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule,

pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

5. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.

6. The Association agrees to indemnify and hold the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 9 - INSURANCE

A. **Life Insurance**

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

Scheduled Hours Per Day	Amount
5 or more hours per day	$40,000
Less than 5 hours per day	$20,000

B. **Health Insurance**

The Board of Education (BOE) shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

		Network	Out-of-Network
Deductible	Single	$2,000	$4,000
	Family	$4,000	$8,000

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

2. A Health Savings Account (HSA) shall be available for each staff member who is part of the HDHP. The BOE shall determine the custodian for the HSA.

   a. For each calendar year, the Board's contribution to employees' Health Savings Accounts will be $1000.00 for single coverage and $2,000.00 for family coverage. These contributions will be made at the time of the first payday in January.

3. Any contribution by participating members to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual member for his/her exclusive benefit and that his/her beneficiaries. Distribution of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiation of the distribution for qualified medical expenses.

4. **Wellness**

   a. Each unit member participating in the Board-sponsored health insurance program will have the opportunity to earn additional monetary incentive for completing the district wellness program between January 1 and December 31 of each year. This monetary incentive will be $500.00 for single coverage and $1,000.00 for family coverage. The incentive earned will be deposited

in a unit member's HSA account in the calendar year, during the month of February, following the year of wellness program completion.

b. For employees electing family coverage, both the employee and his/her spouse (if covered by the plan) must complete the wellness requirements in order to earn the $1,000.00 family incentive.

c. The Wellness Program, as well as the requirements for completion, may vary from year-to-year and must be jointly approved by the Board and KEA.

d. A unit member who enrolls in the district health program after September 30, of any year, but no later than January 1 of the following year, will have the deadline for completion of the district Wellness Program extended to March 31 of the following year. If the unit member does complete the requirements by December 31, he/she will receive the incentive payment during the month of February. If the employee completes the requirements between January 1 and March 31 the incentive will be paid in the month of May. If the employee has a spouse covered on the plan, the spouse must complete the Wellness Program within the same timeline.

5. Due to IRS regulations for those Teaching Staff Members who participate in Medicare or are covered under another healthcare plan such as Tricare and therefore are not eligible for an HSA, the BOA shall provide a Health Reimbursement Account (HRA). The BOE shall be the custodian of the HRA. Distribution of funds from the HRA shall be made by the BOE for qualified medical expenses received through the HDHP.

6. For Teaching Staff Members who do not fall into the HRA category, the BOE will contribute to each participating member's HSA account, an amount equal to the amount contributed to the HSA as explained in article 9. B. 2. Members may make additional contributions consistent with IRS regulations by payroll deduction.

   a. Teaching Staff Members hired after January 1, shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual amount contributed to the HSA as explained in article 9. B. 2. on the 1st day of work for the remainder of their initial calendar year.

7. For Teaching Staff Members who participate in the HRA, the BOE will contribute to each participating member's HRA account an amount equal to the annual amount contributed to the HSA as explained in article 9. B. 2. on the 1st day of work for the remainder of their initial calendar year.

   a. Teaching Staff Members hired after January 1 shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual amount contributed to the HSA as explained in article 9. B. 2. on the 1st day of work for the remainder of their initial calendar year.

8. When both spouses are employees of the Board, they may be enrolled for one (1) family plan or two (2) single plans.

9. The joint insurance committee shall remain in place for the duration of this Agreement. Its duties will continue to be to study hospitalization/health care plan alternatives, to review potential premiums, and to recommend the type and carrier of the health insurance program and the benefit levels to be provided. Any changes in type or benefit levels of the health insurance program will be contingent upon the approval of the parties to this Agreement. The insurance providers of coverage within shall be at the choice of the Board. The Association shall be given thirty (30) days' notice of any potential change in the choice of insurance providers.

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

C. **Dental Insurance**

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

The Board shall pay 85% of the monthly dental insurance premium for those teachers covered hereunder who enroll and agree to contribute 15% of any applicable monthly premium. The joint insurance committee will continue to study dental insurance, to review potential premiums, and to recommend the type of carrier of dental insurance and the benefit levels to be provided. Any changes in type or benefit levels of the dental insurance program will be contingent on approval of the parties to this Agreement. The insurance providers of the within coverages shall be at the choice of the Board. The Association shall be given thirty (30) days' notice of any potential change in the choice of insurance providers. When both spouses are employees of the Board, they may be enrolled for one (1) family plan or two (2) single plans.

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SERVICE CATEGORY	PLAN CO-PAY
Class 1— Preventive	100%
Class 11— Minor Restorative	80%
Class III — Major Restorative	80%
Class IV — Orthodontic	60%

2. **Deductible:** $25/Individual, $75/Family — Calendar Year
(Applies to Class II and III only)

3. **Annual Maximums:** Class 1= None; Class II and III = $2,500 combined; Class IV = (see below)

4. **Lifetime Maximum:** Class I, II, III = None; Class IV = $1,250

D. **Terms of Coverage**

Coverage under the Board sponsored health and dental insurance program shall be subject to the terms and conditions of the master contract with the insurance carrier.
A part-time employee enrolled in the Board sponsored health insurance program or dental insurance program shall receive credit toward the payment of premiums by multiplying his/her percentage of employment times the Board contribution toward premiums. He/she will pay the remaining amount of the premiums.

E. **Insurance Continuation**

An employee on a paid or partially paid sabbatical leave shall be eligible for a prorated Board contribution for any or all Board sponsored insurance programs based on the percentage of salary payment due the employee. An employee on unpaid leave of absence shall be entitled to a continuation of any and all such insurance programs as provided for at Article 10, Section I, Subsection 6 of this Agreement. In order to be eligible for continuation of an or all such insurance programs, the unit member must contribute the full monthly premium or prorated percent thereof on such coverage by submitting payment to the Board Treasurer by the tenth (10th) day of each month prior to any premium due date. If the employee elects not to continue coverage it will be the employee's responsibility to re-enroll in the insurance programs within the first 30 days upon return from leave or they must wait for the next available open enrollment period.

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

ARTICLE 10 - LEAVES OF ABSENCE

A. **Personal Leave Days**

1. Three (3) days per school year (August 1 to July 31) will be allowed each certified/licensed employee for Personal Leave.

2. Conditions:

   a. The employee shall notify the principal or immediate supervisor at least three (3) days in advance of the day for which personal leave is requested, except for:
      1. Birth of employee's child
      2. Care of employee's children and/or grandchildren
      3. Death in family that exceeds provisions of the KEA/Board Agreement
      4. Funeral other than family member.

   b. Personal leave may be granted on any school day preceding or following a day when school is closed, and teachers are not scheduled for any type of duty only under the following conditions:
      1. The teacher must submit the request to use this day to the principal or immediate supervisor at least fifteen (15) days in advance of the day for which personal leave is requested.
      2. No more than ten percent (10%) of teachers assigned to a building shall be approved for personal leave on any day as defined below. Requests will be granted on a first-come, first-served basis. The Superintendent/designee may make an exception for unusual circumstances.
      3. These days are further defined as: The teacher's first or last day of the school year scheduled with students, the school day preceding or following Summer Break, Labor Day, Thanksgiving Break, Winter Break, Martin Luther King Day, President's Day, Spring Break, Memorial Day, and the full day of parent teacher compensatory (comp) time.

   c. Personal leave may be used on consecutive days.

   d. Personal leave may be used at any time to attend a mandated court appearance, the wedding, college graduation or preparatory school graduation of the employee or a child of the employee, or a stepchild of the employee, or the graduation of a spouse. Within this item stepchild is defined as a child who has lived in the household of the employee.

   e. Unused personal leave days are not accumulative from school year to school year.

   f. Personal leave shall not be chargeable to sick leave.

   g. If personal leave is approved for a day when schools are closed because of weather or calamity, such leave will not be charged to the teacher.

3. **Payment for Unused Personal Days**

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

B. **Sick Leave**

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

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

2. Should an employee use more than the total of his/her accumulated sick leave, such employee, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five days if requested. If the employee should resign, be placed on unpaid leave of absence, or become deceased before this advancement of sick leave has been earned, such unearned sick leave days shall be deducted from the final paycheck, or claim shall be made against the estate of the deceased employee.

3. An employee who has transferred from the services of any public agency of the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law (O.R.C. Section 3319.141) and upon receipt of a corroborating statement from former public employer and limited to 300 days' total accumulation.

4. Certificated/licensed personnel, upon approval of the responsible administrative officer, may use sick leave in 1/4-day increments for the following reasons:

   a. Personal illness, injury, and disability due to pregnancy of employee.
   b. Serious illness or injury of a member of the immediate family of such a nature as to necessitate the employee's personal presence and attention which cannot be delegated to someone else. Immediate family as used

herein shall mean current spouse; children; parents; siblings; grandparents; grandchildren; step-, foster-, adoptive-children, parents, siblings; in-laws bearing any of the above relations; and other permanent residents of the teacher's household.

c. Upon the birth of a child, a staff member who is the non-primary care giving parent of the child may use eight (8) consecutive business days of sick leave to be with the child immediately after birth or placement for adoption. The use of sick leave does not apply when the child is born during a period of non-contract business days (such as summer or winter break) such that the non-primary care giving parent has eight (8) non-contract business days to bond with the child.

   For purposes of this section only, "non-primary care giving parent" means a staff member who is the custodial mother or father, spouse, domestic partner, or adult cohabitant of the custodial mother or father who permanently resides in the child's permanent residence at the time of the birth or placement of adoption. "Adult cohabitant" does not include any grandparent, in-law, blood relative, or other adult person who does not permanently reside with the child's mother or father. Foster care placement is not included within the definition of non-primary care giving parent.

d. Leave shall be granted to an employee for death in his/her immediate family as set forth in the funeral leave section.

e. Emergency leave shall be granted as set forth in this article.

f. Under the provisions of sick leave shall be included such emergency requirements as extensive physical examinations for the purpose of diagnosis of an illness when requested by the personal physician.

g. Any exception to the aforesaid in the best interest of the school and the employee shall be at the discretion of the Superintendent of his/her designee.

5. Regular employees who are on sick leave days when schools are closed because of weather or public calamity will not have the days charged against sick leave.

6. Employees on leave of absence for professional improvement, military service, except as provided in 5923.05 ORC, or other purposes can neither accumulate nor use sick leave during the period of such leave of absence.

7. Persons requesting sick leave shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave.

   a. If medical attention is required, the employee shall list the name and address of the attending physician and the dates when he/she was consulted.

   b. If medical attention is required, the employee may be required, at the request of the Human Capital Office, to provide a statement signed by the attending physician listing the dates of treatment and/or consultation.

   c. The Superintendent may require the employee to furnish evidence to the effect that the absence was due to illness or to any of the foregoing causes.

d. Falsification of a sick leave statement is grounds for denial of sick leave benefits and other disciplinary actions up to and including termination of employment.

C. **Sick Leave Bank**

Purpose

The purpose of the Sick Leave Bank (SLB) is to provide additional days of sick leave (for catastrophic illness, injury, and/or non-elective surgery) to employees who meet the stipulated provisions. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee (SLB Committee)..General Provisions

1. All bargaining unit members of the Kettering Education Association (hereinafter referred to as Members) are eligible to use the SLB.

2. Members may donate one day of sick leave per year to the SLB. Donations to the SLB shall occur between September 1s^{t} and September 30th.

3. Unused days donated to the SLB shall roll over from year to year.

4. If the balance of days in the SLB fall below fifty, the Treasurer or his designee shall notify the KEA President. If this occurs, the KEA President may request additional days from Members, within a thirty-day period.

5. Days contributed to the SLB are non-returnable.

Sick Leave Bank Committee

1. The SLB Committee shall be composed as follows:

   a. The Superintendent, or his/her designee, and two administrators appointed by the Superintendent.
   b. The KEA President, or his/her designee, and one KEA member appointed by the KEA President.

2. The SLB Committee shall review and approve or deny all applications to the Sick Leave Bank. Decisions shall be made by majority vote.

3. The SLB Committee shall make a decision within ten school days of receiving an application. Decisions of the committee shall be confidential.

4. Decisions of the SLB Committee shall be final.

Application Policy

1. Members applying to the SLB Committee requesting days, shall complete the required application form which will include documentation from a physician.

2. If granted by the Committee, allotments from the SLB shall begin on the first day of absence for which the Member has exhausted all personal sick leave, personal days, and days advanced by the Board.

3. The application for additional sick leave days from the SLB is intended to be used in cases of catastrophic illness, injury, and/or non-elective surgery, but shall not include use for normal pregnancy.

4. Allotments from the SLB will be made only for absences under a Member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services or any other part-time or second position held by a member with a full-time contract.

5. Upon application to the SLB, the Committee may grant up to thirty sick leave days to the applicant. The applicant may re-apply for additional days, if necessary, but the total number of days a Member may receive from the SLB shall not exceed 180 days over their career.

6. If days granted by the Committee are unused when the Member returns to work, the unused days shall revert to the SLB.

7. A Member who has applied for and been recommended by the STRS physician for disability retirement, may not apply for days from the SLB to extend the date of beginning his/her STRS disability retirement. However, if a Member's disability is denied by the STRS Board, a Member may apply for days from the SLB.

8. Members may apply to the SLB Committee for days for themselves or to care for a family member experiencing situations outlined in (3) above. Immediate family shall include current spouse; children; parents; siblings; grandparents; grandchildren; step-, foster-, and adoptive- children, parents, siblings; in-laws bearing any of the above relations; and other permanent residents of the teacher's household.

D. **Sabbatical Leave**

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

2. Sabbatical Leaves may be granted for the purpose of study at an approved institution of higher learning or for approved educational travel. Such study and/or travel must benefit the District and its pupils.

3. All applications for sabbatical leave shall be submitted for approval through the principal and Superintendent prior to being submitted to the Board. The application must specify the nature and purpose of the leave of absence and the plan for professional growth on the part of the employee.

4. Not more than 5 percent of the total professional staff of the school district may be on sabbatical leave at the same time. Leaves will not be permitted unless a satisfactory substitute or replacement teacher is available.

5. An employee covered hereunder on a one-contract-year sabbatical leave will receive as a salary the difference between the employee's salary and that of a certificated/licensed teacher on Classification III, Step 1. The salary that the employee on sabbatical leave would have received had the employee continued in regular teaching service for a 183-day contract will be the base used to determine the difference. The selection and employment of the replacement shall be the exclusive prerogative of the Board. In addition, the Board will pay a pro rata share of all fringe benefits costs paid for full-time teacher's contingent upon the assumption of the payment of all costs exceeding the Board share by the sabbatical teacher. The Board's pro rata share shall be defined as the ratio of the net salary of the sabbatical teacher and salary that would have been earned as a full-time teacher during the year of the sabbatical leave.

6. Employees participating in the sabbatical leave program will upon their return submit to the Superintendent a written report of their professional activities.

7. The compensation shall be paid to the certificated/licensed teacher on sabbatical leave in the same manner as if he/she were teaching in the District.

8. In order that a satisfactory substitute may be employed, it is recommended that application for sabbatical leave be filed in the office of the Superintendent by February 10 of the school year prior to the school year in which the sabbatical leave is to be taken. Applications filed later than the regular March meeting of the Board may be denied consideration on that ground alone.

9. All contract-year sabbatical leaves are to start with the fall semester.

10. The teacher on sabbatical leave will be required to return to the District at the beginning of the next school year unless otherwise waived by the Superintendent and approved by the Board.

11. The Board shall not be liable for the payment of any compensation or damages provided by law for the injury or death of any employee when the injury or death occurs while he/she is on sabbatical leave.

12. It shall be the responsibility of the employee requesting the sabbatical leave to consult with the State Teachers Retirement System regarding the effect of such leave on his/her retirement program.

E. **Funeral Leave**

1. Teachers shall be allowed up to three (3) days without loss of pay or sick leave credit when a death occurs to a member of the immediate family. Immediate family as used herein shall mean current spouse; children; parents; siblings; grandparents; grandchildren; step-, foster-, adoptive-children, parents, siblings; in-laws bearing any of the above relations, or any other person residing in the teacher's household. Use of this leave shall not preclude the use of sick leave for purposes of a death in the immediate family.

2. Teachers shall be allowed one (1) day without loss of pay or sick leave credit when the death is to a more remote relative defined as aunt, uncle, niece, nephew, or cousin.

3. Additional time for funeral leave as set forth in El and E2, not exceed two (2) days, shall be granted without loss of pay or sick leave credit at the discretion of the teacher's immediate supervisor, and if denied, the teacher may apply directly to the Superintendent of his/her designee when it is necessary to travel more than 100 miles one way from Kettering in connection with a funeral covered by this provision.

4. Teachers shall be permitted to use one (1) day of accumulated sick leave each school year to attend the funeral of a person other than those defined in El and E2.

F. **Emergency Leave/Medical Crisis**

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

G. **Assault Leave**

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

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

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

2. The time missed shall not be deducted from the accumulated sick leave of the teacher.

3. The Superintendent shall determine eligibility for assault leave, and such eligibility shall be based upon information which shall include, but not be limited to, the following:

    a. A statement of the nature of the disabling injury.

b. Notice within 24 hours of the date and time of the incident.
c. Identification of the individual(s) who caused the disabling injury, if known.
d. A full statement of the facts and circumstances related to the event which caused the disabling injury.
e. A statement from a certified physician describing the nature of the disabling injury.
f. A statement indicating willingness to participate and cooperate with the Board, to the degree possible dependent upon the severity of the disabling injury, if the Board should decide to take legal action against the individual(s) responsible for the disabling injury.

4. The Superintendent's decision is grievable, and the arbitrator's decision is final and binding on parties.

5. A teacher may not accumulate assault leave.

6. Payment for assault leave shall be at the applicant's current scheduled rate of pay at the time of eligibility or at the rate of pay for which the applicant may become eligible during the course of the leave period. All other benefits are to remain in full force and effect during the full period of the leave.

7. Payment for assault leave shall be discontinued:

   a. at the expiration of the disability.
   b. at the expiration of the assault leave benefit.
   c. at the expiration or suspension of the employment contract.

8. In the event of physical disability in excess of fifteen (15) working days or any emotional disability, the Board shall have the right to require the individual to submit to an examination by a physician of the Board's choice for the purpose of making a determination of the continued eligibility for assault leave benefits. If the decision of the Board's physician is contradictory to that of the applicant's physician, then a third physician shall be employed by the Board to make an examination, and the decision of this third physician shall be binding on both the Board and the applicant as related to the continuation or termination of leave.

9. Falsification of either a signed statement or a physician's certificate is reason for denial of assault leave benefits and other disciplinary actions up to and including termination of employment.

H. **Jury Duty**

1. An employee who is required to serve jury duty and who is not excused from jury duty will receive his/her full daily wage from the Kettering Board of Education for such service. Upon the completion of the jury duty, the employee will endorse the jury duty paycheck to the Kettering City School District only if the jury duty payment is greater than $25.00 per day. This provision shall apply only when employees are required to be absent from teaching duties as required by their contract.

a. Teachers receiving a written notice for jury duty must present a copy of said notice to their immediate supervisor by the end of the second working day after its receipt.

I. Unpaid Leaves of Absence

1. Upon written request, leaves of absence shall be granted for:
   a. personal illness or other disability incapacitating the employee for the performance of duties
   b. infant care (infant is defined as follows: from birth to 24 months of age)
   c. professional study after three (3) years of service with the Board
   d. active service in the Armed Forces. On resuming duty with the Board, the employee shall be considered to have been uninterruptedly employed.

2. Leaves of absence shall be granted for a period of not more than two (2) consecutive years. Leaves of absence shall be granted for the balance of the current school year subject to approval of a one-year extension depending on the nature or condition of the request for the second year.

3. Subsequent leaves for professional study may be granted after two (2) years of service from the date of return to service from such previous leave. Full or part-time service will be interpreted to be one (1) year of service to qualify for this provision.

4. An employee returning to active service from a leave of absence due to illness or other disabilities may be required to furnish a doctor's certificate to the effect that the employee is able to perform satisfactorily his/her assigned duties.

5. No sick leave may be earned while on an unpaid leave of absence.

6. Salary shall cease upon the effective date of leave. Notwithstanding the Family Leave Act provisions, paid fringe benefits (medical insurance, dental insurance, term life insurance) shall also cease upon the effective date of leave or, in the case of employees who completed a full school year of work, at the end of August. The employee must use accrued leave in combination with FMLA leave per federal guidelines. During periods of such leaves of absence that extend beyond FMLA including disability leaves of absence, and running concurrently with COBRA rights, employees may continue coverage of fringe benefits by paying premium costs in full to the Treasurer. All coverage shall cease after two years of such leave.

7. Up to five (5) days of an unpaid leave of absence may be granted for the emergency care of the teacher's non-dependent ill child.

8. Written requests, in advance when possible, for unpaid leave for reasons other than those allowed elsewhere in this agreement shall be directed to the Assistant Superintendent of Human Capital whose judgement shall be final. All employee requests shall be treated in an equitable manner. Employees who take unauthorized leave shall be subject to discipline up to and including termination of

employment. A record of any discipline will be kept by the Assistant Superintendent of Human Capital and shall become a part of the employee's official personnel file. Such records shall be removed from the employee's file after five (5) years provided the offense has not been repeated.

J. **Calamity Days**

1. A calamity day is a full or partial day on which school is closed due to weather or other public calamity.

2. On a calamity day, teachers shall not be required to be on duty.

3. If a teacher is absent on paid leave on a calamity day, such absence for paid leave shall not be charged against the teachers leave.

4. If a teacher is absent on paid leave on a partial calamity day, such absence will be charged to the teacher's leave proportionate to the length of the day school is in session when the teacher is absent.

5. Teachers' will not be required to make-up the first five (5) full-day calamity days. Any calamity days over five (5) will be made up at the end of the school year.

6. Teachers' salary will not be reduced for any reason due to calamity days.

K. **Professional Leave**

1. Professional leave may be granted for teachers to attend educational meetings, conferences, seminars, clinics or to conduct school visitation. Professional leave may be approved by the Superintendent upon the recommendation of the principal or the immediate supervisor. Requests for such attendance must reach the Superintendent or his/her designee not later than one (1) week prior to the date of departure.

2. The number of attendance days and the amount of reimbursement shall be determined by the Superintendent. Such approval may include all or part of the expenses incurred as a result of such attendance for transportation to and from, for lodging, registration fees, and meals that are included in the registration fees. Reimbursement shall be made upon presentation of an itemized expense account accompanied by receipts.

3. Expenses will not be approved for delegates attending association conventions which are interpreted to be legislative.

L **Leave to Testify**

1. Teachers who are subpoenaed to testify in court in a matter related to their position as a teacher for the school district shall receive paid leave for all time necessary to testify.

2. Teachers who are subpoenaed to testify in court for cases not related to personal business shall receive leave for all time necessary to testify.

M. **Adoption Leave**

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

ARTICLE 11 - SEVERANCE PAY

A. Employees leaving the employment of the Board shall be eligible for severance pay effective the last day of employment provided the following eligibility requirements are met:

1. Leave employment in good standing.

2. If retiring under an Ohio public employment retirement system or otherwise having completed ten (10) or more years of active service with the Board.

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

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

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

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

1. Severance will be paid to all eligible employees who are not 55 years of age or older during the calendar year, in one (1) total payment in January of the next calendar year; or

2. They may establish a tax-deferred annuity on behalf of the eligible employee, to be deducted from the severance payment, provided the annuity amount and payment date are in compliance with IRS rules/regulations. Payment shall be made on the second pay of January of the next calendar year after an employee's last day of employment.

3. Severance will be paid to all eligible employees 55 years of age or older on the second pay in January of the next calendar year after an employee's last day of employment into a Board sponsored "Employer 403(b) Accumulated Leave Plan" per adoption agreement dated June 1, 2010, and as amended hereafter. By participating in the "Employer 403(b) Accumulated Leave Plan", eligible employees 55 years of age and older during the calendar year of the last day of employment will receive payment for their unused accumulated sick leave up to

the maximum IRS 415 limit for the Section 403(b) plan unreduced by current federal, state, and local income taxes. These monies will be paid in the Employer 403(b) Accumulated Leave Plan on the second pay of January of the next calendar year after an employee's last day of employment. Any additional monies due the eligible employee will be paid out up to the maximum IRS 415 limit each January until all monies have been paid.

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

E. Employees who are retiring or resigning at the end of the school year can earn an early notification incentive payment by notifying the district in writing of their retirement/resignation date. To earn the payment the employee must:

1. Submit their letter of retirement/resignation to the district by November 1st of the school year to earn a $2,000 incentive payment, OR

2. Submit their letter of retirement/resignation to the district by February 1st of the school year to earn a $1,000 incentive payment.

3. The employee must work until the end of the school year to earn the incentive payment.

The payment of the early notification will be made in June following the end of the school year. An employee is only eligible to receive the incentive one time during their career.

ARTICLE 12 - REDUCTION IN CERTIFICATED/LICENSED STAFF

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

A. Suspension

1. A list shall be prepared at the beginning of each school year ranking all tenured teachers in the District by seniority, giving areas of certification/licensure and present teaching and building assignment. Then all non-tenured teachers in the District shall be ranked by seniority, giving areas of certification/licensure and present teaching, and building assignment. A copy of this list shall be given to the president of KEA.

2. When staff reduction is necessary, the Superintendent shall give a ten (10) calendar day notice of the intent to recommend the suspension of contracts to the Kettering Education Association prior to Board action to reduce staff. The Superintendent's central office staff and the Kettering Education Association shall confer on the reasons for such reductions.

3. Suspension of contracts shall occur to non-tenured teachers first in order of continuous seniority in the Kettering City School District.

4. Suspension of contracts shall occur to tenured teachers only after all limited contract teachers in the given teaching field have been suspended. Suspension of tenured teachers shall occur in order of continuous seniority in the Kettering City School District.

B. Recall

1. Teachers whose contracts have been suspended because of staff reductions will be given the right of recall in inverse order of suspension of contracts.

2. The obligation of the Board of Education to recall teachers whose contracts have been suspended because of staff reductions is limited to two and one-half (2-1/2) school years (30 months) after the date of the original suspension. For recall purposes, the date of suspension will be considered as June 30.

3. Replacement rights shall be limited to areas of the teacher's certification/licensure on file in the Human Capital Office at the time of suspension. Teachers obtaining additional areas of certification/licensure after suspension will be placed at the end of the suspension list for the additional areas of certification/licensure.

4. Suspended teachers who refuse a position that is equal to or better, in terms of length of contract, than the position held before suspension give up further rights of recall unless the teacher is under contract to teach in another school district that will not release the recalled teacher.

C. **Reducing a Certificated/Licensed Area**

1. In the event that it becomes necessary to reduce teachers in an area of certification/licensure, the teacher(s) with the least seniority in the affected certificated/licensed areas will be reduced.

D. **Reassignment**

1. If another position is available through normal attrition in the same certification/licensure area, the displaced teacher shall be placed in that position.

2. If option (1) is not available, then the displaced teacher shall displace the least senior teacher in the system in the displaced teacher's certification/licensure areas. The primary placement will be in the teacher's current certificate/license area.

3. If an assignment opens in the original building or certificate/license area after placement occurs, the displaced teacher, or teacher returning from leave, will be given consideration to return to his or her original building or certificate/license area. This provision will not be in effect after the school year begins.

4. In the event of multiple reductions at any one time, the teachers involved shall be placed in new positions in order of greatest system seniority.

E. **System Seniority**

1. The length of continuous service in the system (seniority) shall begin with the date on which the Board took action to hire the employee under a regular teaching contract (not on a supplemental contract). In the event a teacher on a 100 percent contract is unable to fulfill the contract (leave of absence, late hiring date, etc.), one year of seniority is given for 120 or more days of teaching in the contract year, one-half year of seniority is given for 60 to 119 days of teaching in the contract year.

2. Part-day teachers shall accrue seniority prorated on the basis of their part-time service, such that one who is employed to work four (4) hours per day will, in a contract year, earn four-sevenths (4/7) of a year of seniority.

3. Seniority will be awarded from the time substitute experience begins if the substitute was in the position for at least sixty (60) days and was subsequently, without a break in service, given a teaching contract.

4. Leaves of absence shall not constitute an interruption in continuous service; however, the time that the teacher was on leave will not be counted in total years of service determining seniority rights. Teachers on leaves of absence shall be

placed on the seniority list and shall be subject to suspension in accordance with the policy.

5. In the event two or more teachers have equal seniority, the following criteria will be used to break ties:

   a. The employee's first day of work under a regular contract (not on a supplemental contract). If a tie still exists, then;
   b. The amount of training in the certificate/license area taught. If a tie still exists, then;
   c. Additional ties shall be broken by lot.

6. Seniority shall be lost when a teacher resigns, retires, or leaves employment with the Board.

7. Employees in positions that do not require teaching certificates/licenses cannot accrue seniority for certificated/licensed positions.

F. Nothing contained in this article shall be construed to limit the authority of the Board of Education or the Superintendent or his/her designee to:

1. Assign and reassign teachers within their areas of certification/licensure or transfer teachers between buildings at any time, including those time prior to a suspension of contracts a specified in 3319.01 ORC.

2. Exercise the authority to non-renew limited contracts by 3319.11 ORC or subsequent enabling legislation.

ARTICLE 13 - ASSIGNMENTS AND TRANSFERS

A. Full-Time/Part-Time Status Changes

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

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

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

Professional Staff Development requirements for part-time teachers may be found in Article 20 (Professional Development) - C.

B. Job Sharing

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

1. Application must be in the Human Capital office not later than 4:00 pm, February 1 of each school year for the subsequent school year.

2. Applications will always pertain to the forthcoming school year beginning in August/September and ending in June.

3. Teachers requesting job sharing situations will receive their final assignment for the coming school year not later than June 1.

4. Job sharing assignments will not exceed one (1) school year; however, teachers may request, through the application process, renewal of their job sharing schedule.

5. Job sharing assignments will be scheduled into open positions.

6. Requests for job sharing assignments and renewals will be referred to a committee of two (2) Association members and two (2) members selected by the Superintendent. The committee shall review and approve requests.

a. In the event of an impasse between committee members, both sides of the committee will write a justification for the decisions, which will then be given the Superintendent for final approval. The Superintendent's decision is the final decision and is not grievable past Level III of the grievance procedure.
b. If the job share is rejected by the Superintendent, the applicants may request for the reasons in writing.

7. Until June 30, 2025, job sharing participants must choose one of the following schedules:

   a. One teacher will work mornings and one teacher will work afternoons of every contract day, or
   b. One teacher will work all day Monday and Tuesday and the morning of Wednesday, and one teacher will work the afternoon of Wednesday and all day Thursday and Friday.

   Beginning July 1, 2025, job sharing participants will propose a shared schedule included in the application, which shall be subject to approval by the Superintendent/designee. The Superintendent/designee will make every effort to approve the schedule by May 1.

8. Professional Development and Parent Teacher Conference requirements for both partners of the job share position, please see Article 20.

9. In the year following the conclusion of a job-sharing assignment, the teacher with the most seniority will be offered the opportunity to maintain the current position. The teacher with the least amount of seniority will be reassigned to a full-time position in his/her certificate/license area.

10. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.

11. In general, job sharing participants will have their salary and benefit levels reduced to 50%; however, there may be situations where the percentage split between participants will be something other than 50% each.

12. Any bargaining unit member who held a job share position in the 2023-2024 school year may renew that job share position (same two bargaining unit members, same position) without the committee approval process described in Paragraph 6, above.

C. Voluntary Transfers

Teachers desiring to transfer voluntarily from one school assignment to another must make application for such transfer. Said requests are to be written and filed with Human Capital, with a copy given to the principal of the building in which the teacher is serving at the time of the filing of the request for transfer. Teachers will have the opportunity to interview for open positions, pending appropriate certification/licensure. Volunteers must apply for open positions within five (5) business days of the posting to the Administrator named in the posting and will include a current resume upon expressing interest. Teachers not hired for open positions will be given an explanation of the reasoning

involved. A transfer request will remain a matter of record during the school year in which the request was made and will be removed from consideration on the first day of school of the next school year. In all cases of transfer, teachers must meet the certification/licensure requirements of the vacancy which he/she seeks to fill prior to the date of assuming the new assignment.

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

D. **Administrative-Initiated Transfers**

Teachers receiving an administrative-initiated transfer shall be informed in writing by the building principal of an impending transfer with the reasons for said transfer. Teachers will be notified no later than the second to last week of the school year for transfers that are not a result of enrollment, retirements, or extended leaves of absence. A teacher notified of such an impending transfer shall be granted a conference with the Superintendent, Human Capital, or Instructional Services Director if requested. At such conference, the teacher shall have the reason(s) for such transfer delineated. Such conference shall be on a mutually set date. Administrators will consider skill level, experience, certification/licensure, and other teachers who may volunteer for open positions when initiating a teacher transfer. Consideration will also be given to the last time the teacher was moved. If not notified prior to two weeks in advance of the school year, the teacher making the involuntary move (building, room, or grade) will be paid $250.00 for consideration of lost time during the move.

ARTICLE 14 - TEACHER YEAR/DAY

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

1. One hundred eight (180) days of instruction, inclusive of no more than two (2) days for parent-teacher conferences. Such full days of parent-teacher conferences may be split into partial days.

2. Three (3) days shall be used for in-service. There shall be one (1) day before the beginning of the student school year. This in-service time shall include administrative meetings before lunch (8:00-11:30 am) and designated teacher-directed work time after lunch (noon-3:30 pm). The fall in-service time shall include designated teacher-directed work time before lunch (8:00 am -11:30 am). One (1) day at the close of the student school year is to include in-service, administrative meetings, instructional preparation, record keeping, or other duties related to the instruction of students.

3. Additionally, up to four (4) full-day staff professional development days shall be included. The days will be used as determined by the Professional Development Committee. One (1) of the four (4) days will be designated as teacher-directed work time.

4. Teachers on special assignment may work, as approved by their supervisors, a different 183 day schedule than the adopted school calendar including any board-approved extended days.

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

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

ARTICLE 15 - PERSONNEL FILES

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

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

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

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

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

ARTICLE 16 - ACADEMIC FREEDOM

A. In order to create in the classroom and atmosphere of freedom which permits students to raise questions dealing with critical issues of the time, and which maintains an environment conducive to study, investigation, presentation, and interpretation of facts which stress the interplay of ideas, the professional staff has academic freedom consistent with Board of Education policy and adopted curriculum. In exercising this freedom, the professional staff is responsible for exercising judgement in selecting for discussion those relevant issues and supplemental materials which are deemed to be of value to the students involved.

B. It is recognized that the Board is responsible for all teaching conducted in the District and, therefore, has the responsibility, through its administrators, to supervise each teacher with respect to all teaching conducted within the District. In the event differences exist with respect to academic freedom, the teacher and the appropriate administrator shall review the matter. In the event satisfactory resolution of the differences is not reached, the teacher may appeal the matter through Level III of the grievance procedure. The decision at Level III shall be final and binding and not appealable to Level IV, arbitration.

ARTICLE 17 - WORKING CONDITIONS

A. CLASS SIZE

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

K-22	3-27
1-25	4-27
2-25	5-29

   a. Elementary classroom aides will be assigned to qualifying classrooms for three (3) hours per day.
   b. Elementary classroom aides placement will be reviewed and adjusted as needed at the beginning of each nine (9) weeks.
   c. During a school year where a reduction in force of teaching staff has taken place due to financial reasons Section A1. of Article 17 shall not apply.

2. Every attempt will be made to address extremes in class size for secondary schools with the goal being that classes are not to exceed 30.

3. At all levels, all reasonable attempts will be made to balance class sizes.

4. **High School Student Load**

   a. Student load refers to the total number of students assigned to an individual teacher for instructional classes.
   b. The maximum student load for teachers shall not exceed 180 students in all departments with the exception of music and physical education, or as in situations outlined in item c.
   c. In the event that there is some unique or special need to exceed the 180 student maximum, high school administrators and/or counselors must review the situation with the individual teacher and the department chairperson before such a student placement can be made. It is also understood that before any such placement can be made, all other possibilities for student placement must be considered.

5. Monthly enrollment reports will be sent to the KEA President. Class size, high school load situations, or open enrollment concerns may be discussed at a meeting with the KEA President and the Assistant Superintendent of Human Capital, upon request, or brought to the District Problem Solving Committee.

B. PLANNING TIME

1. At the middle school level, core team teachers (English, Math, Social Studies, Language Arts and Science) will have no fewer than 80 minutes of plan time with a minimum of 30 minutes allotted for team plan time per day.

   Team planning is defined as 1) teams meet daily, 2) discussions to center around student and instructional issues, 3) daily notes should be maintained by team, and 4) may be planned by administration.

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

2. At the elementary level, administrative-initiated meetings during any planning time will be limited to a maximum of 60 minutes per week, not including administrative-initiated, student-centered team meetings. Other planning time will remain unencumbered. If an elementary teacher attends more than two administrative-initiated student-centered team meetings in a month during his or her personal planning time during the school day, the teacher may submit a timesheet for any subsequent administrative-initiated student-centered meetings attended during his or her personal planning time during the school day. Compensation rate will be at $30.00 per hour.

3. Art, physical education, and music instruction in elementary school will be provided by special art, physical education, and music teachers, for a total of three (3) hours per week.

C. CLASS COVERAGE — INTERNAL SUBSTITUTION

1. If a teacher is absent, every reasonable effort will be made to provide a substitute teacher so as to not cause loss of planning time.

2. In the event qualified, certificated/licensed substitute teachers are not available or an emergency arises during the school day, teachers who cover classes will receive compensation for the loss of planning time and additional student responsibilities.

3. Teachers will be required to substitute for another teacher. Each building will establish a list of available staff based on planning times and teachers will be selected first by volunteers, then by reverse seniority rotation. No 6-12 teacher shall be required to substitute for another teacher more than twice per month. No K-5 teacher shall be required to substitute for another teacher more than once per month.

4. The principal or his/her designee will keep a record of the times when each teacher was offered and accepted said teaching opportunity.

5. The teacher will submit a timesheet for verification of the time when the teacher completed said teaching opportunity.

6. Compensation rate will be $32.00per hour/class period.

7. Class absorption, as defined as a member or members being required to temporarily add a class or a portion of a class into their existing classroom when the district cannot find a substitute teacher, will be compensated at $18.00 per hour/class period.

D. PARENT-TEACHER CONFERENCES

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

E. EMPLOYMENT OF RETIRED TEACHERS

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

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

1. For the purposes of salary schedule placement, retired teachers shall be granted up to a maximum of seven (7) years' service credit upon initial employment and placed on step eight (8) of the approved salary schedule. Retired teachers will be credited with all earned training/education for purposes of salary schedule placement.

2. Retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

3. Retired teachers may be re-employed from year to year under limitations described in paragraph 2 with Board approval but shall not be eligible for continuing contract status. If re-employed, retired teachers shall advance one (1) year on the salary schedule.

4. Retired teachers will not retain or accrue seniority.

5. Retired teachers shall not be eligible for severance pay upon separation from employment.

6. Retired teachers shall be eligible to participate in the District's hospitalization, dental and life insurance programs offered to bargaining unit members.

7. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered, and complete with other applicants as a part of the selection process.

8. Retired teachers shall be members of the bargaining unit and eligible for membership in the Kettering Education Association.

9. Retired teachers shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

10. Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of the Negotiated Agreement.

F. ELECTRONIC GRADING PROGRAM

1. Teachers will not be required to enter lesson plans and/or benchmarks, standards, or indicators covered.

2. Once an assignment is graded, teachers will post to the online gradebook the grade for the assignment within two (2) weeks.

3. Posting future assignments is optional.

G. INCLUSION OF SPECIAL NEEDS STUDENTS IN REGULAR EDUCATION CLASSES

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

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

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

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

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

H. DISCIPLINE

1. Any employee who is to be disciplined by the Board or administration shall be given advance notice of same and the right to Association representation in a hearing on the matter.

2. No employee during the term of his/her contract shall be disciplined (reprimanded, suspended without pay, or discharged) without just cause.

I. NON-DISCRIMINATION

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

ARTICLE 18 – TEACHER EVALUATION

A. PROFESSIONAL STAFF EVALUATION

1. The performance of all teachers subject to the Ohio Teacher Evaluation System (OTES) as specified in law, including those participating in the Resident Educator Summative Assessment (RESA), shall be evaluated in writing in accordance with the OTES model. Bargaining unit members not subject to OTES will be evaluated consistent with procedures provided to them.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

3. Evaluations shall not be based on unsubstantiated allegations.

4. No teacher shall be evaluated on his/her performance until after observations have been conducted by the evaluator charged with the responsibility of evaluating that teacher.

5. Teachers providing notice of retirement by December 1 will not be evaluated.

6. Evaluations of teachers as defined in OTES shall include at least two formal observations of at least 30 minutes and at least two walkthroughs of less than 30 minutes.

    a. One formal holistic observation followed by a conference;
    b. Walkthroughs — focused on specific area(s) identified for support;
    c. One formal focused observation — focused on 1-3 specific areas(s) identified for support; and
    d. One summative conference

7. Starting with the 2022-2023 school year, teachers will use at least two measures of high-quality student data to show evidence of student learning attributable to the teacher being evaluated. An approved list will be developed and updated.

8. All attempts will be made to begin the OTES evaluation cycle on or after September 10, unless mutually agreed upon by both the teacher and the credentialed evaluator. The PGP (Professional Growth Plan) must be submitted, reviewed, and approved before the evaluation process begins.

9. All attempts will be made to complete one (1) full observation cycle during first semester and one (1) full observation during second semester.

10. Teachers with earned ratings of Skilled (once every two years) and Accomplished (once every three years) may be evaluated on the less-frequent evaluation cycle. During the off year(s), teachers will be evaluated on one (1) informal observation and one (1) walkthrough.

11. If a third full observation cycle is warranted, it will take place at a time mutually agreed upon between the teacher and the credentialed evaluator.

12. Each formal observation will include a post-observation conference. Pre-conferences are optional and available upon teacher or administrator request. All components of the formal observation will be set at a time mutually agreed upon by both the teacher and credentialed evaluator. All attempts will be made to hold the post-conference within eight (8) school days of the observation.

13. All OTES evaluations will be completed by May 1.

14. All evidence, either electronic or hard copy, must be submitted to the credentialed evaluator by May 1.

15. A teacher who receives an OTES rating of ineffective or developing in either teacher performance or summative rating will develop a professional improvement plan in collaboration with his or her credentialed evaluator.

16. A copy of the OTES rubric with notations of teacher/evaluator evidence will be provided within five (5) school days after each post-conference.

17. An improvement plan may be initiated at any time by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.

18. A teacher who wishes to rebut his/her OTES teacher performance rating may do so by placing a letter of response in his/her personnel file.

19. A joint Evaluation Committee shall be established and remain in place for the duration of this Agreement. Its duties will be to stay abreast of rules and regulations coming from the legislature and/or the Ohio Department of Education, make recommendations to the negotiations committee (or designees), and develop best practices for teachers and administrators for the evaluation process. Members of this committee will consist of the following: four (4) KEA members (one each from elementary, middle, high school and an at-large member); three (3) administrators (one each from elementary, middle, and high school); the Assistant Superintendent of Human Capital; and may include others who may have input on OTES evaluations. This committee may meet up to five (5) times a year.

20. Legislative updates to the teacher evaluation framework adopted by the State Board of Education shall be reviewed by the Evaluation Committee, which may make recommendations to the negotiations committee (or designees) regarding implementation.

B. PROFESSIONAL GROWTH PLAN

All teachers shall develop an annual professional growth plan or be placed on an improvement plan.

1. Teachers with an earned rating of Accomplished will complete a self-directed PGP.

2. Teachers with an earned rating of Skilled will work with their evaluator to jointly complete the PGP.

3. Teachers with an earned rating of Developing will complete a PGP that is guided by their evaluator.

ARTICLE 19 – PROBLEM-SOLVING COMMITTEES

A. DISTRICT PROBLEM SOLVING COMMITTTEE

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

1. Membership

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

2. Timing and Scheduling

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

3. Ground Rules

a. Nothing stated in the meeting or the minutes of the same can be used by either party in a grievance hearing or any other legal procedure.
b. The party submitting an agenda item should provide a brief explanation of the item when it is discussed.
c. All members of the committee must complete in-service in consensus decision making. Training will be offered on an annual basis for designated committee members. This training will be coordinated by the KEA President and the Assistant Superintendent of Human Capital.
d. All decisions made by the committee belong to the whole committee.
e. The committee meetings shall deal with a previously distributed agenda of items suggested by both the Superintendent and the KEA President.
f. Facilitation will rotate between the Administration and the staff and will be determined one meeting in advance.
g. Agenda items and minutes will be distributed to committee members the first Monday of the month. These will be coordinated by the Assistant Superintendent of Human Capital.

h. At the May meeting, a summation of all items discussed for the year will be reviewed.

i. Jointly prepared minutes of each meeting will be distributed by the KEA and Board leadership to their respective groups.

B. BUILDING PROBLEM SOLVING COMMITTEE (PSC)

Each school will have a building problem solving committee to advise the building principal, discuss building concerns, and engage in problem solving. The committee makeup will be determined by the building principal and a KEA building-level representative. The makeup of the committee will include the building principal and not fewer than four (4) building teachers no more than ten (10) building teachers, with at least one (1) committee member an intervention specialist. Periodically, committee members will be provided with problem solving in-service information. The meeting schedule will be determined by the building principal. The Problem-Solving Committee shall meet during the following months: September, October, November, January, February, March, April, May, and additional meetings may be scheduled as needed. Minutes of each meeting will be distributed to all faculty and staff members.

C. BUILDING LEVEL TIME MANAGEMENT

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

1. Flex, adjust, and use the time before, after, and during the designated proficiency test schedule.

2. Shorten the hours available for scheduled parent-teacher conferences.

3. Adjust, flex, and reschedule the time available before and after student contact time.

4. The plan and schedule of this additional in-service or problem-solving time must be given to the District Problem Solving Committee.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

A. TUITION REIMBURSEMENT

Teachers will be eligible to receive up to $400.00 of tuition reimbursement per school year, defined as September 1 — August 31 of the previous school year. All verification for payment, inclusive of receipts and final grade cards or transcripts must be presented to the Assistant Superintendent of Human Capital one time between September 1 and September 30. Payment will be made no later than December 1. In order to be included in this tuition reimbursement program, classes or courses must be provided by an accredited college or university, be in an educational or related area, and provide graduate credit.

B. NATIONAL BOARD TEACHER CERTIFICATION RECOGNITION

1. After June 1, 2009, teachers who complete and can provide validation of earning National Board Teaching Certification or speech therapists who complete and can provide validation of earning American Speech-Language-Hearing Association National Certification (CCC: Certificate of Clinical Competence) shall receive recognition. National Board Teaching Certification and American Speech-Language-Hearing Association National Certification must be completed while teachers and speech therapists are employed by Kettering City Schools. Recipients will receive:

    a. A one (1) time cash recognition of $1000.00 funded $300.00 by the Kettering Education Association and $700.00 by the Kettering Board of Education.
    b. The Board of Education will commemorate the event with a resolution and a plaque.

2. After June 1, 2009, school nurses who complete and can provide validation of National Board Certification of School Nurses will receive recognition. National Board Certification of School Nurses must be completed while the nurses are employed by Kettering City Schools. Recipients will receive:

    a. A one (1) time cash recognition of $300.00 funded $90.00 by the Kettering Education Association and $210 by the Kettering Board of Education.
    b. The Board of Education will commemorate the event with a resolution and a plaque.

C. PROFESSIONAL DEVELOPMENT

1. Professional development shall be defined as early dismissal, teacher professional development days, late arrivals, and district and/or building level training which shall be scheduled no less than four (4) weeks in advance.

2. Students will be dismissed for up to four (4) full district-wide professional development days. Part-time and job-share teachers are required to attend the district-wide professional development.

3. As job-share participants are required to work fifty percent (50%) of a full-time teacher's schedule, they will be paid thirty dollars ($30.00) per hour for any time spent in scheduled professional development and parent teacher conferences (including College and Career Readiness Night at the high-school level) beyond the fifty percent (50%).

4. Part-time teachers shall be paid thirty dollars ($30.00) for any time spent in scheduled professional development (including College and Career Readiness Night at the high-school level) and parent-teacher conferences beyond their current contractual requirements.

5. Part-time and job-share teachers are not required to attend scheduled early dismissals, data team meetings, and building-wide staff meetings that occur outside their approved work day; however, if a part time/job-share teachers wishes to attend those meetings, the teacher shall be paid thirty dollars ($30.00) per hour.

6. Self-directed, teacher-driven professional development opportunities will occur four (4) times a year as early dismissals. On these selected days there will be a one hundred twenty (120) minute early dismissal for students, and the teacher work day, for each level (elementary, middle and high school) will be extended thirty (30) minutes. The scheduled days will be integrated into the school calendar, rotated Monday through Thursday, and not scheduled on Friday. Part of this schedule has been organized so the last day for teachers on the approved annual calendar will be set at 8:30 a.m. — 12:00 p.m. for all teachers.

7. A joint Professional Development Committee shall be established and remain in place for the duration of this Agreement. Its duties will be to study possible professional development options based on the needs of the students and staff of Kettering City Schools. Members of this committee will consist of the following: five (5) KEA members (at least one each from elementary, middle, and high school); three (3) administrators (one each from elementary, middle, and high school); the Assistant Superintendent of Teaching and Learning; and may include others who may have input on the type of professional development needed. This committee will meet up to five (5) times a year.

D. PAYMENT FOR IN-SERVICE PRESENTATIONS

Teachers, who are asked and agree to make professional staff development presentations at specified district-wide staff development programs, will be paid $200.00 per presentation. This amount may be split among presenters who share the development and presentation of the same program. Professional presentations will be monitored by the Director of Elementary Curriculum and Instruction, the Director of Secondary Curriculum and Instruction, and the Supervisor of Student Services. This payment program excludes Curriculum Leaders.

K-12 Department Chairpersons may be paid for professional staff development presentations provided it is not part of their regular and reasonable department chairperson duties, and provided it pertains to a unique expertise or knowledge.

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

ARTICLE 21 – ENROLLMENT OF TEACHERS' CHILDREN

Teachers who live outside the Kettering City School District may enroll their children in the district under the following conditions:

A. An annual payment of $750 per child enrolled must be paid. The maximum payment a teacher would have to make is $1500 per year if more than two children are enrolled.

B. Teachers may request which schools their children will attend. The request will be granted provided there is room to accommodate the child at the requested school without adding additional staff. The procedure for determining availability at a school will be the same as the district uses to determine available space for intra-district open enrollment students.

C. The teacher should notify the Supervisor of Student Services in writing of their intention to enroll their children and request placement of their children at a particular school.

D. The priority for placing children into available openings at a school will be:
   1. Intra-district open enrollment students
   2. Full pay tuition students
   3. Out-of-district teachers' children

ARTICLE 22 - TRAVEL/MILEAGE

A. TRAVEL TIME

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

B. MILEAGE REIMBURSEMENT

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

ARTICLE 23 - HEALTH CALAMITY FUND

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

ARTICLE 24 - NO STRIKE/LOCKOUT

A. It is agreed that, during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the Association

B. The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.

ARTICLE 25 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

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

A. In such case, the parties shall utilize the services of a mediator assigned by the FMCS. The parties agree to share jointly in the incidental cost of mediation, if any.

B. Mediation shall be the sole alternative dispute resolution procedure.

C. Ultimate impasse may be declared by either party by giving written notice to the other party and the mediator provided the parties have used mediation at least once and provided the negotiation period is over. Unless otherwise agreed to, the negotiation period will be sixty (60) days after the service of SERB's Notice to Negotiate by the party initiating the collective bargaining process.

D. The first mediation session shall be set by the mediator. Thereafter, mediation sessions, if any, shall be by mutual agreement of the parties to meet at times, places and dates suggested by the mediator.

E. Once ultimate impasse is declared, either party shall be permitted to take such actions as R.C. Chapter 4117 permits and under such provisions as are set forth therein. Such action shall include the Association's right to strike and/or the Board's right to unilaterally implement and/or both parties' right to continue negotiations.

ARTICLE 26 — DURATION OF AGREEMENT

A. Duration

It is agreed that this successor agreement, except as otherwise provided herein, between the Kettering Education Association and the Kettering Board of Education shall be effective July 1, 2024, and shall remain in effect through June 30, 2027.

Either party may give written notice of intention to terminate or intent to negotiate a successor to this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date June 30, 2027.

ADDENDUM A — Salary Schedules with Index

The following information applies to each year of the Kettering City School District Salary Schedules.

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

* Indicates the maximum beginning salary for a teaching staff member commencing employment with or being re-employed by the Kettering School District.

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

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

NOTE:

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

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

If employees were hired prior to 2013-2014, due to the step freeze in 2011-2013, actual years' experience will not match step placement.

HOME INSTRUCTION:	**$23.95 per hour (Bachelor's Degree)**
	$25.25 per hour (Master's Degree)

2024 - 2025

KETTERING CITY SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE
(183 days)
Effective August 1, 2024 through July 31, 2025

Yrs of Exp	Class Step	III Bachelor's Degree	IV Bachelor's + 18 Sem.Hrs./1	V Bachelor's + 35 Sem.Hrs./1	VI Master's Degree	VII Master's + 18 Sem.Hrs./2	VIII Master's + 36 Sem.Hrs./2	IX Master's + 54 Sem.Hrs./2	X Master's + 72 Sem.Hrs./2	XI Doctorate/2
0	1	$ 43,782	$ 45,972	$ 48,161	$ 50,349	$ 52,977	$ 55,604	$ 58,231	$ 59,519	$ 60,858
1	2	$ 45,972	$ 48,161	$ 50,349	$ 52,977	$ 55,604	$ 58,231	$ 60,858	$ 62,145	$ 63,485
2	3	$ 48,161	$ 50,349	$ 52,977	$ 55,604	$ 58,231	$ 60,858	$ 63,485	$ 64,773	$ 66,112
3	4	$ 50,349	$ 52,977	$ 55,604	$ 58,231	$ 60,858	$ 63,485	$ 66,112	$ 67,399	$ 68,738
4	5	$ 52,977	$ 55,604	$ 58,231	$ 60,858	$ 63,485	$ 66,112	$ 68,738	$ 70,026	$ 71,366
5	6	$ 55,604	$ 58,231	$ 60,858	$ 63,485	$ 66,112	$ 68,738	$ 71,366	$ 72,653	$ 73,992
6	7	$ 58,231	$ 60,858	$ 63,485	$ 66,112	$ 68,738	$ 71,366	$ 73,992	$ 75,280	$ 76,620
7	8	$ 60,858*	$ 63,485	$ 66,112	$ 68,738	$ 71,366	$ 73,992	$ 76,620	$ 77,907	$ 79,246
8	9	$ 63,485	$ 66,112*	$ 68,738*	$ 71,366	$ 73,992	$ 76,620	$ 79,246	$ 80,534	$ 81,873
9	10	$ 66,112	$ 68,738	$ 71,366	$ 73,992	$ 76,620	$ 79,246	$ 81,873	$ 83,160	$ 84,500
10	11	$ 68,738	$ 71,366	$ 73,992	$ 76,620*	$ 79,246*	$ 81,874*	$ 84,500*	$ 85,788*	$ 87,564*
11	12	$ 71,366	$ 73,992	$ 76,620	$ 79,246	$ 81,873	$ 84,500	$ 87,564	$ 88,852	$ 90,630
12	13	$ 73,992	$ 76,620	$ 79,246	$ 81,873	$ 84,500	$ 87,564	$ 90,630	$ 91,917	$ 93,694
13	14	$ 76,620	$ 79,246	$ 81,873	$ 84,500	$ 87,564	$ 90,630	$ 93,694	$ 94,981	$ 96,759
14	15	$ 76,620	$ 81,874	$ 84,500	$ 87,564	$ 90,630	$ 93,694	$ 96,759	$ 98,047	$ 99,823
18	19	$ 79,246	$ 84,500	$ 87,564	$ 90,630	$ 93,694	$ 96,759	$ 99,823	$ 101,111	$ 102,889
22	23	$ 81,874	$ 87,564	$ 90,630	$ 93,694	$ 96,759	$ 99,823	$ 102,889	$ 104,176	$ 105,953
25	26	$ 84,500	$ 90,630	$ 93,694	$ 96,759	$ 99,823	$ 102,889	$ 105,953	$ 107,241	$ 109,017
27	28	$ 87,564	$ 93,694	$ 96,759	$ 99,823	$ 102,889	$ 105,953	$ 109,017	$ 110,305	$ 112,083

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

* The maximum beginning salary for a teaching staff member commencing employment with or being re-employed by the Kettering City School District.

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

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

NOTE:

All transcripts are to be on file in the Human Capital Department. Transcripts of credit hours which will afford an increase in salary at the beginning of the school year must be on file in the Human Capital Department by September 10.

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

HOME INSTRUCTION: $23.95 per hour (Bachelor's Degree)
$25.25 per hour (Master's Degree)

2025 - 2026

KETTERING CITY SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE
(183 days)
Effective August 1, 2025 through July 31, 2026

Yrs of Exp	Class Step	III Bachelor's Degree	IV Bachelor's + 18 Sem.Hrs./1	V Bachelor's + 35 Sem.Hrs./1	VI Master's Degree	VII Master's + 18 Sem.Hrs./2	VIII Master's + 36 Sem.Hrs./2	IX Master's + 54 Sem.Hrs./2	X Master's + 72 Sem.Hrs./2	XI Doctorate/2
0	1	$ 44,986	$ 47,236	$ 49,485	$ 51,734	$ 54,434	$ 57,133	$ 59,832	$ 61,156	$ 62,532
1	2	$ 47,236	$ 49,485	$ 51,734	$ 54,434	$ 57,133	$ 59,832	$ 62,532	$ 63,854	$ 65,231
2	3	$ 49,485	$ 51,734	$ 54,434	$ 57,133	$ 59,832	$ 62,532	$ 65,231	$ 66,554	$ 67,930
3	4	$ 51,734	$ 54,434	$ 57,133	$ 59,832	$ 62,532	$ 65,231	$ 67,930	$ 69,252	$ 70,628
4	5	$ 54,434	$ 57,133	$ 59,832	$ 62,532	$ 65,231	$ 67,930	$ 70,628	$ 71,952	$ 73,329
5	6	$ 57,133	$ 59,832	$ 62,532	$ 65,231	$ 67,930	$ 70,628	$ 73,329	$ 74,651	$ 76,027
6	7	$ 59,832	$ 62,532	$ 65,231	$ 67,930	$ 70,628	$ 73,329	$ 76,027	$ 77,350	$ 78,727
7	8	$ 62,532*	$ 65,231	$ 67,930	$ 70,628	$ 73,329	$ 76,027	$ 78,727	$ 80,049	$ 81,425
8	9	$ 65,231	$ 67,930*	$ 70,628*	$ 73,329	$ 76,027	$ 78,727	$ 81,425	$ 82,749	$ 84,125
9	10	$ 67,930	$ 70,628	$ 73,329	$ 76,027	$ 78,727	$ 81,425	$ 84,125	$ 85,447	$ 86,824
10	11	$ 70,628	$ 73,329	$ 76,027	$ 78,727*	$ 81,425*	$ 84,126*	$ 86,824*	$ 88,147*	$ 89,972*
11	12	$ 73,329	$ 76,027	$ 78,727	$ 81,425	$ 84,125	$ 86,824	$ 89,972	$ 91,295	$ 93,122
12	13	$ 76,027	$ 78,727	$ 81,425	$ 84,125	$ 86,824	$ 89,972	$ 93,122	$ 94,445	$ 96,271
13	14	$ 78,727	$ 81,425	$ 84,125	$ 86,824	$ 89,972	$ 93,122	$ 96,271	$ 97,593	$ 99,420
14	15	$ 78,727	$ 84,126	$ 86,824	$ 89,972	$ 93,122	$ 96,271	$ 99,420	$ 100,743	$ 102,568
18	19	$ 81,425	$ 86,824	$ 89,972	$ 93,122	$ 96,271	$ 99,420	$ 102,568	$ 103,892	$ 105,718
22	23	$ 84,126	$ 89,972	$ 93,122	$ 96,271	$ 99,420	$ 102,568	$ 105,718	$ 107,041	$ 108,867
25	26	$ 86,824	$ 93,122	$ 96,271	$ 99,420	$ 102,568	$ 105,718	$ 108,867	$ 110,190	$ 112,015
27	28	$ 89,972	$ 96,271	$ 99,420	$ 102,568	$ 105,718	$ 108,867	$ 112,015	$ 113,338	$ 115,165

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

* The maximum beginning salary for a teaching staff member commencing employment with or being re-employed by the Kettering City School District.

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

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

NOTE:

All transcripts are to be on file in the Human Capital Department. Transcripts of credit hours which will afford an increase in salary at the beginning of the school year must be on file in the Human Capital Department by September 10.

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

HOME INSTRUCTION: $23.95 per hour (Bachelor's Degree)
$25.25 per hour (Master's Degree)

2026 - 2027

KETTERING CITY SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE
(183 days)
Effective August 1, 2026 through July 31, 2027

Yrs of Exp	Class Step	III Bachelor's Degree	IV Bachelor's + 18 Sem.Hrs./1	V Bachelor's + 35 Sem.Hrs./1	VI Master's Degree	VII Master's + 18 Sem.Hrs./2	VIII Master's + 36 Sem.Hrs./2	IX Master's + 54 Sem.Hrs./2	X Master's + 72 Sem.Hrs./2	XI Doctorate/2
0	1	$ 46,111	$ 48,417	$ 50,722	$ 53,027	$ 55,795	$ 58,561	$ 61,328	$ 62,685	$ 64,095
1	2	$ 48,417	$ 50,722	$ 53,027	$ 55,795	$ 58,561	$ 61,328	$ 64,095	$ 65,450	$ 66,862
2	3	$ 50,722	$ 53,027	$ 55,795	$ 58,561	$ 61,328	$ 64,095	$ 66,862	$ 68,218	$ 69,628
3	4	$ 53,027	$ 55,795	$ 58,561	$ 61,328	$ 64,095	$ 66,862	$ 69,628	$ 70,983	$ 72,394
4	5	$ 55,795	$ 58,561	$ 61,328	$ 64,095	$ 66,862	$ 69,628	$ 72,394	$ 73,751	$ 75,162
5	6	$ 58,561	$ 61,328	$ 64,095	$ 66,862	$ 69,628	$ 72,394	$ 75,162	$ 76,517	$ 77,928
6	7	$ 61,328	$ 64,095	$ 66,862	$ 69,628	$ 72,394	$ 75,162	$ 77,928	$ 79,284	$ 80,695
7	8	$ 64,095*	$ 66,862	$ 69,628	$ 72,394	$ 75,162	$ 77,928	$ 80,695	$ 82,050	$ 83,461
8	9	$ 66,862	$ 69,628*	$ 72,394*	$ 75,162	$ 77,928	$ 80,695	$ 83,461	$ 84,818	$ 86,228
9	10	$ 69,628	$ 72,394	$ 75,162	$ 77,928	$ 80,695	$ 83,461	$ 86,228	$ 87,583	$ 88,995
10	11	$ 72,394	$ 75,162	$ 77,928	$ 80,695*	$ 83,461*	$ 86,229*	$ 88,995*	$ 90,351*	$ 92,221*
11	12	$ 75,162	$ 77,928	$ 80,695	$ 83,461	$ 86,228	$ 88,995	$ 92,221	$ 93,577	$ 95,450
12	13	$ 77,928	$ 80,695	$ 83,461	$ 86,228	$ 88,995	$ 92,221	$ 95,450	$ 96,806	$ 98,678
13	14	$ 80,695	$ 83,461	$ 86,228	$ 88,995	$ 92,221	$ 95,450	$ 98,678	$ 100,033	$ 101,906
14	15	$ 80,695	$ 86,229	$ 88,995	$ 92,221	$ 95,450	$ 98,678	$ 101,906	$ 103,262	$ 105,132
18	19	$ 83,461	$ 88,995	$ 92,221	$ 95,450	$ 98,678	$ 101,906	$ 105,132	$ 106,489	$ 108,361
22	23	$ 86,229	$ 92,221	$ 95,450	$ 98,678	$ 101,906	$ 105,132	$ 108,361	$ 109,717	$ 111,589
25	26	$ 88,995	$ 95,450	$ 98,678	$ 101,906	$ 105,132	$ 108,361	$ 111,589	$ 112,945	$ 114,815
27	28	$ 92,221	$ 98,678	$ 101,906	$ 105,132	$ 108,361	$ 111,589	$ 114,815	$ 116,171	$ 118,044

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

* The maximum beginning salary for a teaching staff member commencing employment with or being re-employed by the Kettering City School District.

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

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

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

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

HOME INSTRUCTION: $23.95 per hour (Bachelor's Degree)
$25.25 per hour (Master's Degree)

Rev: 4/13/2021

ADDENDUM B — Supplemental Salary Schedules

District General Supplemental Salaries

DISTRICT		Base Salary		
		$87,564	$89,972	$92,221
Supplemental	Index	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
DISTRICT – GENERAL				
Art Coordinator, K-12	.0429	3,757	3,860	3,957
Media Coordinator, K-12	.0429	3,757	3,860	3,957
Music Coordinator, K-12	.0429	3,757	3,860	3,957
Mentor - Experienced Teachers & Resident Educator Yrs. 2, 3, 4	.0059	517	531	545
Mentor - Resident Educator year 1	.0138	1,209	1,242	1,273
Nursing Coordinator	.0429	3,757	3,860	3,957
Resident Educator Mentor Coordinator, K-12	.0429	3,757	3,860	3,957
Health & Physical Education Coordinator, K-12	.0429	3,757	3,860	3,957
Special Olympics Coach (L)	.0350	3,065	3,150	3,228
Virtual School Point of Contact	.0429	3,757	3,860	3,957
Local Professional Development Committee (4 positions)	.0103	902	927	950
Summer School Teacher or Supervisor of Secondary Summer School **(Hourly Rate) =** .0010/hr. Class III, Step 1 (Base)	.0010	43.79	44.99	46.11

Specific Supplemental Contract Information

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

Supplemental	Hourly/ Daily	Rate
Detention Monitor	Hourly	16.46
Extra Work Compensation	Hourly	20.00
High School Site Manager (3-hour minimum)	Hourly	19.75
Morning Bus Supervisor	Daily	10.97
Saturday School Teacher/OGT Tutor	Hourly	17.04
Saturday School Supervisor or Substitute	Hourly	20.44
Senior Independent Study Coordinator	BA Hourly	23.95
	MA Hourly	25.25
Technical Stage Director (3 Hour Minimum)	Hourly	19.75

High School Activities

Teachers may request to create a new club or organization by contacting the building principal. Teachers who propose to create a new supplemental position are required to write a job description for that position. Any supplemental contract not used will go into the building Flexible Supplemental Fund. Funds will be allocated at the building administrator's discretion.

		Base Salary		
		$87,564	$89,972	$92,221
Supplemental	EFFECTIVE 8-	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
HIGH SCHOOL CHAIRPERSONS				
Business Education Chairperson, 6-12	.0429	3,757	3,860	3,957
English Chairperson, 9-12	.0429	3,757	3,860	3,957
Family & Consumer Science Chairperson, 6-12	.0429	3,757	3,860	3,957
Family & Consumer Science, Supply Procurement (per Semester cooking class)	.0023	202	207	213
Foreign Language Chairperson, 6-12	.0429	3,757	3,860	3,957
Guidance Department Chairperson	.0675	5,911	6,074	6,225
IB Coordinator	.0286	2,505	2,574	2,638
Lead Teacher Alternative School	.0429	3,757	3,860	3,957
Math Chairperson, 9-12	.0429	3,757	3,860	3,957
RTI Coordinator 1	.0215	1,883	1,935	1,983
RTI Coordinator 2	.0215	1,883	1,935	1,983
Science Chairperson, 9-12	.0429	3,757	3,860	3,957
Social Studies Chairperson, 9-12	.0429	3,757	3,860	3,957
Special Education Chairperson, 9-12	.0429	3,757	3,860	3,957
Testing Coordinator	.0625	5,473	5,624	5,764

Supplemental	Index	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
HIGH SCHOOL MUSIC				
Color Guard Advisor	.0471	4,125	4,238	4,344
Assistant Color Guard Advisor	.0294	2,575	2,646	2,712
Concert Chorus Director	.0353	3,092	3,177	3,256
Musical Director	.0340	2,978	3,060	3,136
Assistant Concert Chorus Director (3 positions)	.0122	1,069	1,098	1,126
Choral Accompanist	.0471	4,125	4,238	4,344
Head Marching Band Director	.0823	7,207	7,405	7,590
Concert Band Director	.0353	3,092	3,177	3,256
Assistant Marching Band Director	.0599	5,246	5,390	5,525
Assistant Percussion Marching Director	.0471	4,125	4,238	4,344
Assistant Concert Band Director (4 positions)	.0122	1,069	1,098	1,126

Supplemental	Index	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
HIGH SCHOOL MUSIC				
Jazz Band Director	.0529	4,633	4,760	4,879
Orchestra Director	.0353	3,092	3,177	3,256
Orchestra Musical Director	.0206	1,804	1,854	1,900
Assistant Orchestra Director (3 positions)	.0122	1,069	1,098	1,126
Pep Band Director	.0118	1,034	1,062	1,089
Extra-Curricular Ensemble Choir Director	.0529	4,633	4,760	4,879
Assistant Extra Curricular Ensemble Choir Director	.0122	1,069	1,098	1,126
Winter Guard Director	.0630	5,517	5,669	5,810
Percussion Ensemble Director	.0122	1,069	1,098	1,126

		Base Salary		
		$87,564	**$89,972**	**$92,221**
Supplemental	**Index**	**EFFECTIVE 8-1-24**	**EFFECTIVE 8-1-25**	**EFFECTIVE 8-1-26**
HIGH SCHOOL ACTIVITIES				
Academic Team	.0138	1,209	1,242	1,273
Activities Coordinator	.0610	5,342	5,489	5,626
Assistant Activities Coordinator	.0305	2,671	2,745	2,813
Broadcasting Summer Manager	.0138	1,209	1,242	1,273
Children's Play Director	.0096	841	864	886
Creativity, Action, Service Coordinator (CAS)	.0206	1,804	1,854	1,900
DECA Advisor I	.0096	841	864	886
DECA Advisor II	.0096	841	864	886
Extended Essay Coordinator	.0096	841	864	886
Fall Play Director	.0206	1,804	1,854	1,900
Freshman Class Council Advisor	.0206	1,804	1,854	1,900
GRADS	.0096	841	864	886
Junior Class Council Advisor	.0206	1,804	1,854	1,900
Literacy Magazine Advisor (Aerie)	.0096	841	864	886
Muse Machine I Coordinator	.0235	2,058	2,115	2,168
Muse Machine II Coordinator	.0235	2,058	2,115	2,168
National Honor Society I	.0235	2,058	2,115	2,168
National Honor Society II	.0235	2,058	2,115	2,168
Principal Designate (Central/East)	.0138	1,209	1,242	1,273
Principal Designate (South/West)	.0138	1,209	1,242	1,273
Prom Advisor	.0043	377	387	397
Radio Station Manager	.0588	5,149	5,291	5,423
Radio Supervision 1	.0096	841	864	886
Radio Supervision 2	.0096	841	864	886
School Newspaper Advisor (Flyer)	.0138	1,209	1,242	1,273
Senior Class Council Advisor	.0206	1,804	1,854	1,900
Sophomore Class Council Advisor	.0206	1,804	1,854	1,900
Stage Properties Coordinator	.0588	5,149	5,291	5,423

Video Production Manager	.0222	1,944	1,998	2,048
Video Production Assistant	.0111	972	999	1,024
Winter Play Director	.0206	1,804	1,854	1,900
Yearbook Advisor	.0138	1,209	1,242	1,273

All Remaining High School Activity Supplementals

Tier	# of Students	Meeting Times	Points Awarded
1	10-25	Minimum of 12	1
2	26-40	Minimum of 12	2
3	41-60	Minimum of 16	3
4	Above 60	Minimum of 16	4
Flexible Supplemental Fund	.3750		

Teachers would submit attendance rosters and meeting/event dates by May 1 to Activities Coordinator. The principal will make a recommendation to HR by June 1 with data to support the recommendations.

- # of students would be determined by taking the average number of students who attended the meetings.
- The total amount of flexible supplemental funds would be spent every year by dividing the flexible supplemental fund by the total number of points earned. This will determine a dollar amount for each point. The dollar value will then be multiplied by the tier level to determine the amount paid.
- Teachers will have the activity approved through the Activities office at Fairmont each school year.

		Base Salary		
		$87,564	$89,972	$92,221
Supplemental	Index	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
ATHLETICS GENERAL				
Athletic Director Assistant (2 positions)	.0900	7,881	8,098	8,300
Competition Cheerleader Advisor	.0630	5,517	5,669	5,810
ATHLETICS FALL				
Head Trainer (Fall) (L)	.0760	6,655	6,838	7,009
Assistant Trainer (Fall) (2 positions)	.0400	3,503	3,599	3,689
Cheerleader Advisor (Fall) (L)	.0630	5,517	5,669	5,810
Head Cross Country (L)	.0630	5,517	5,669	5,810
Assistant Cross Country (3 positions)	.0430	3,766	3,869	3,966
Head Field Hockey (L)	.0610	5,342	5,489	5,626
Assistant Field Hockey	.0420	3,678	3,779	3,874
Head Football (L)	.1100	9,633	9,897	10,145
Assistant Football (8 positions)	.0760	6,655	6,838	7,009
Head Golf (Boys) (L)	.0530	4,641	4,769	4,888

Assistant Golf (Boys)	.0360	3,153	3,239	3,320
Head Golf (Girls) (L)	.0530	4,641	4,769	4,888
Assistant Golf (Girls)	.0360	3,153	3,239	3,320
Head Soccer (Girls) (L)	.0680	5,955	6,119	6,272
Assistant Soccer (Girls) (2 positions)	.0470	4,116	4,229	4,335
Head Soccer (Boys) (L)	.0680	5,955	6,119	6,272
Assistant Soccer (Boys) (2 positions)	.0470	4,116	4,229	4,335
Strength Coach (Fall) (L)	.0220	1,927	1,980	2,029
Head Tennis (Girls) (L)	.0440	3,853	3,959	4,058
Assistant Tennis (Girls)	.0300	2,627	2,700	2,767
Head Volleyball (Girls) (L)	.0540	4,729	4,859	4,980
Assistant Volleyball (Girls) (2 positions)	.0370	3,240	3,329	3,413
ATHLETICS WINTER				
Head trainer (Winter) (L)	.0610	5,342	5,489	5,626
Assistant Trainer (Winter)	.0340	2,978	3,060	3,136
Head Basketball (Boys) (L)	.0890	7,794	8,008	8,208
Assistant Basketball (Boys) (5 positions)	.0610	5,342	5,489	5,626
Head Basketball (Girls) (L)	.0890	7,794	8,008	8,208
Assistant Basketball (Girls) (4 positions)	.0610	5,342	5,489	5,626
Head Bowling Coach (Boys)	.0440	3,853	3,959	4,058
Head Bowling Coach (Girls)	.0440	3,853	3,959	4,058
Assistant Bowling Coach (2 positions)	.0300	2,627	2,700	2,767
Cheerleader Advisor (Winter) (L)	.0450	3,941	4,049	4,150
Strength Coach (Winter) (L)	.0310	2,715	2,790	2,859
Head Swimming (L)	.0620	5,429	5,579	5,718
Head Diving	.0350	3,065	3,150	3,228
Assistant Swimming (3 positions)	.0350	3,065	3,150	3,228
Head Wrestling (L)	.0720	6,305	6,478	6,640
Assistant Wrestling (3 positions)	.0500	4,379	4,499	4,612
ATHLETICS SPRING				
Head Trainer (Spring (L)	.0510	4,466	4,589	4,704
Assistant Trainer (Spring)	.0290	2,540	2,610	2,675
Head Baseball (L)	.0630	5,517	5,669	5,810
Assistant Baseball (3 positions)	.0430	3,766	3,869	3,966
Head Softball (L)	.0630	5,517	5,669	5,810
Assistant Softball (3 positions)	.0430	3,766	3,869	3,966
Strength Coach (Spring) (L)	.0240	2,102	2,160	2,214
Head Tennis (Boys) (L)	.0440	3,853	3,959	4,058
Assistant Tennis (Boys)	.0300	2,627	2,700	2,767
Head Track (Boys) (L)	.0740	6,480	6,658	6,825
Assistant Track (Boys) (3 positions)	.0510	4,466	4,589	4,704

Head Track (Girls) (L)	.0740	6,480	6,658	6,825
Assistant Track (Girls) (3 positions)	.0510	4,466	4,589	4,704
Head Volleyball (Boys) (I)	.0540	4,729	4,859	4,980
Assistant Volleyball (Boys) (2 positions)	.0370	3,240	3,329	3,413
Head Lacrosse (Girls)	.0680	5,955	6,119	6,272
Assistant Lacrosse (Girls) (2 positions)	.0470	4,116	4,229	4,335
Head Lacrosse (Boys)	.0680	5,955	6,119	6,272
Assistant Lacrosse (Boys) (2 positions)	.0470	4,116	4,229	4,335
Strength Coach (Summer) (L) (2 positions)	.0220	1,927	1,980	2,029

Middle School Activities

Teachers may request to create a new club or organization by contacting the building principal. Teachers who propose to create a new supplemental position are required to write a job description for that position. Teachers who choose to appeal placement on the schedule are required to appeal to the building principal by **October 1.** Any supplemental contract not used will go into the building Flexible Supplemental Fund. Funds will be allocated at the building administrator's discretion. When the building-level Flexible Supplemental Fund is depleted for given year, no additional supplemental contracts will be used for that year.

		Base Salary		
		$87,564	**$89,972**	**$92,221**
Supplemental	**Index**	**EFFECTIVE 8-1-24**	**EFFECTIVE 8-1-25**	**EFFECTIVE 8-1-26**
MIDDLE SCHOOL CHAIRPERSONS				
English Chairperson	.0429	3,757	3,860	3,957
Math Chairperson	.0429	3,757	3,860	3,957
Social Studies Chairperson	.0429	3,757	3,860	3,957
Science Chairperson	.0429	3,757	3,860	3,957
Special Education Chairperson	.0429	3,757	3,860	3,957
Supplemental	**Index**	**EFFECTIVE 8-1-24**	**EFFECTIVE 8-1-25**	**EFFECTIVE 8-1-26**
MIDDLE SCHOOL ACTIVITIES/SCHOOL				
Power of the Pen Advisor (2 positions per school)	.0074	648	666	683
Variety Show Director	.0074	648	666	683
Muse Machine Advisor (KMS - 2 positions, VB -1 position)	.0096	841	864	886
Choral Accompanist	.0122	1,069	1,098	1,126
Student Council Advisor	.0138	1,209	1,242	1,273
Intramurals Coach (L) (2 positions - 1 Boys, 1 Girls)	.0280	2,452	2,520	2,583

FLEXIBLE SUPPLEMENTAL FUND (.0473)				
Tier 1 (Meets Minimum 6 times)	.0059	517	531	545
Tier 2 (Meets Minimum 12 times)	.0074	648	666	683
Tier 3 (Variable - - Position not falling into Tier 1 or 2)				

Supplemental	Index	EFFECTIVE 8-1-24	EFFECTIVE 8-1-25	EFFECTIVE 8-1-26
MIDDLE SCHOOL ATHLETICS - GENERAL				
Athletic Director (L)	.0700	6,130	6,299	6,456
Cheerleader Advisor (L)	.0440	3,853	3,959	4,058
Competition Advisor	.0280	2,452	2,520	2,583
Middle School Site Manager (three hour minimum)		19.75/hr	19.75/hr	19.75/hr
Trainer (L)	.0540	4,729	4,859	4,980
MIDDLE SCHOOL ATHLETICS - FALL				
Head Cross Country (L) - 1 position for District	.0320	2,803	2,880	2,952
Assistant Cross Country -1 position for District	.0210	1,839	1,890	1,937
Head Field Hockey (L)	.0300	2,627	2,700	2,767
Assistant Field Hockey	.0210	1,839	1,890	1,937
Head Football 8 (L) - 1 position for District	.0478	4,186	4,301	4,409
Assistant Football 8 - 3 positions for District	.0365	3,197	3,284	3,367
Head Football 7 (L) 1 position for District	.0478	4,186	4,301	4,409
Assistant Football 7 - 3 positions for District	.0365	3,197	3,284	3,367
Head Volleyball 8 (L)	.0320	2,803	2,880	2,952
Head Volleyball 7 (L)	.0320	2,803	2,880	2,952
MIDDLE SCHOOL ATHLETICS - WINTER				
Head Basketball 8 (Boys) (L)	.0460	4,028	4,139	4,243
Head Basketball 7 (Boys) (L)	.0460	4,028	4,139	4,243
Head Basketball 8 (Girls) (L)	.0460	4,028	4,139	4,243
Head Basketball 7 (Girls) (L)	.0460	4,028	4,139	4,243
Head Wrestling 8 (L)	.0490	4,291	4,409	4,519
Head Wrestling 7 (L)	.0490	4,291	4,409	4,519
MIDDLE SCHOOL ATHLETICS - SPRING				
Head Baseball 7-8 (L)	.0400	3,503	3,599	3,689
Head Softball 7-8 (L)	.0400	3,503	3,599	3,689
Head Track 7-8 (Boys) (L)	.0510	4,466	4,589	4,704
Assistant Track 7-8 (Boys)	.0350	3,065	3,150	3,228
Head Track 7-8 (Girls) (L)	.0510	4,466	4,589	4,704
Assistant Track 7-8 (Girls)	.0350	3,065	3,150	3,228

Elementary School Activities

Teachers may request to create a new club or organization by contacting the building principal. Teachers who propose to create a new supplemental position are required to write a job description for that position. Teachers who choose to appeal placement on the schedule are required to appeal to the building principal by **October 1.** Any supplemental contract not used will go into the building Flexible Supplemental Fund. Funds will be allocated at the building administrator's discretion. When the building-level Flexible Supplemental Fund is depleted for given year, no additional supplemental contracts will be used for that year.

		Base Salary		
		$87,564	**$89,972**	**$92,221**
Supplemental	**Index**	**EFFECTIVE 8-1-24**	**EFFECTIVE 8-1-25**	**EFFECTIVE 8-1-26**
ELEMENTARY SCHOOL CHAIRPERSONS (1 Per School)				
Chairperson (Generalist)	.0429	3,757	3,860	3,957
Chairperson (Technology)	.0429	3,757	3,860	3,957
Elementary Technology Leader (Elementary Schools with 375+ Students)	.0215	1,883	1,935	1,983
ELEMENTARY ACTIVITIES/SCHOOL				
Computer Club Advisor	.0059	517	531	545
Power of the Pen Advisor	.0074	648	666	683
Safety Patrol Advisor	.0118	1,034	1,062	1,089
Intramurals Director (L)	.0293	2,566	2,637	2,703
FLEXIBLE SUPPLEMENTAL FUND (.0473)				
Tier 1 (Meets Minimum 6 times)	.0059	517	531	545
Tier 2 (Meets Minimum 12 times)	.0074	648	666	683
Tier 3 (Variable - - Position not falling into Tier 1 or 2)		-	-	-

ADDENDUM C - ATHLETIC SUPPLEMENTAL LONGEVITY INCREMENTS

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

1. Must have been in the eligible position prior to the 2017-2018 school year.

0.

YEARS OF EXPERIENCE	LONGEVITY INCREMENTAL FORMULA
0 — 4	Base Supplemental Salary x 1.00
5 — 9	Base Supplemental Salary x 1.05
10 —14	Base Supplemental Salary x 1.10
15 —19	Base Supplemental Salary x 1.15
20 and more	Base Supplemental Salary x 1.20

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

- **a.** One (1) year of high school coaching experience equals one (1) year of experience;
- **b.** One (1) year of middle school head coaching experience or one (1) year of assistant coaching at the high school or middle school level equals one-half (1/2) year of experience;
- **c.** All experience must be in the same sport;
- **d.** All experience must be in the Kettering city school system.

ADDENDUM D — GRIEVANCE REPORT FORM

KETTERING CITY SCHOOL DISTRICT FORMAL GRIEVANCE REPORT FORM

No report, written or otherwise, required in Level One.
Complete in Triplicate: 1 copy to the grievant: 1 copy to the administration; and 1 copy to the Association.

Name of Grievant School Assignment Date Filed

LEVEL TWO — FORMAL

A. Date Grievance Occurred:

B. Statement of Grievance:

C. Corrective Action Desired:

Signature of Grievant and Date

D: Date submitted to Administrator: _____ Date of Conference: _____

F. Disposition by Administrator:

Signature of Administrator and Date

LEVEL THREE — SUPERINTENDENT

A. Date submitted to Superintendent by or for Grievant: _____

B. Notes:

Signature of Grievant/Grievant's Representative

C. Date received by Superintendent:

Signature of Superintendent

D. Date of Conference:

E. Disposition by Superintendent:

Signature of Superintendent

F. Position of Grievant: **Position of Association:**

Accept Reject **Accept Reject**

If both Grievant and Association reject, this grievance may be submitted by the Association to Level Four — Arbitration.

Signature of Grievant and Date **Signature of Association Representative and Date**

ADDENDUM E - SICK LEAVE BANK DONATION FORM

Name:

School/Building: _____

I wish to donate one (1) day of sick leave to the Sick Leave Bank. In authorizing this deduction, I understand that the donated sick leave day will be deducted from my current balance and is non-returnable.

Employee Signature: _____ **Date:** _____

APPLICATION FOR SICK DAYS FROM THE SICK LEAVE BANK

Information Contained in this section of the application is confidential.

The purpose of the Sick Leave Bank is to provide additional sick leave to employees in case of employee and/or family member's catastrophic illness, injury, and/or non-elective surgery. See Article 10-C for complete eligibility requirements and policies.

I wish to apply to the Kettering City School District Sick Leave bank as

follows: NAME:

SCHOOL/BUILDING: _____ DATE: _____
PHONE NUMBER:

Number of Days Requested _____

Date balance of sick leave, personal leave, and advanced sick days was/will be exhausted:

Sick Leave being requested due to illness of: _____

If other than employee, state name and relationship to employee:

Employee explanation of illness:

Number of days being requested from Sick Leave Bank (30 days maximum per request)
Physician's Statement must be completed and returned with application.

Decision of Sick Leave Bank Committee

Sick Leave Request _____ Approved _____ Denied

Number of Days Approved: _____

Signature of Representative of Sick Leave Bank Committee:

Date:

Physician's Statement

_____ is unable to perform teaching duties and requires extended sick leave due to catastrophic illness, injury, and/or non-elective surgery of self or family member (circle one). Please be specific with diagnosis and description of complications for the person under care.

The patient has been under my care for (length of time in months and years).

Physician's estimate of number of days needed for recovery:

Physician's Name: _____
Address: _____
Phone Number:

Physician's Signature: _____ Date: _____

I give my physician permission to release the above-requested medical information.

Employee's Signature: _____ Date: _____

Applicant: Please submit application and physician's statement to:

Assistant Superintendent of Human Capital, Kettering City Schools
580 Lincoln Park Blvd. Suite 105
Kettering, OH 45429

For the Board:

Mindy McCarty-Stewart, Superintendent

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