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MASTER AGREEMENT

between the

**KENTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

KENTON EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

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ARTICLE I – RECOGNITION

- 1.01 The Kenton City School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Kenton Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative, as defined in Chapter 4117 of the Ohio Revised Code, for the purposes of negotiating wages, fringe benefits, terms and other conditions of employment.
- 1.02.1 The "bargaining unit" shall be deemed to include all full-time and regular part-time certified personnel who are under contract with the Board for at least four (4) hours per day.
- 1.03 Management, supervisory, intermittent, temporary, and substitute teachers, shall be excluded from the bargaining unit. These exclusions shall be comprised of, but not be limited to, the following positions:
- A. Superintendent
 - B. Assistant Superintendent
 - C. Principal(s)
 - D. Assistant Principals(s)
 - E. Psychologist
 - F. Athletic Director
 - G. Any other position governed by O.R.C. 3319.02

ARTICLE II – DEFINITIONS

The following definitions shall be applicable to this Agreement:

- 2.01 "Association" means the Kenton Education Association, an affiliate of the Ohio Education Association and the National Education Association, its officers and those teachers included in the bargaining unit as defined under Article I herein.
- 2.02 "Board" means the Board of Education of the school district of Kenton City and its designated representatives.
- 2.03 "Days" means calendar days except when otherwise indicated in this Agreement.
- 2.04 "District" means the School District of Kenton City which is under the control of the Kenton City Board of Education which is the employer.
- 2.05 "Teacher" means any person who is employed by the Board in a position included in the bargaining unit as defined in Article I of this Agreement.
- 2.06 "Employer" means the Kenton City Board of Education and its designated representatives.

- 2.07 "Immediate Supervisor" means the non-bargaining unit employee (supervisor) to whom the teacher directly reports.
- 2.08 "K.E.A." means the Kenton Education Association, its officers, and those teachers included in the bargaining unit as defined under Article I herein.
- 2.09 "Bargaining Unit" means that group of teachers which is employed by the Board in a position as defined by Article I and is, therefore, subject to the terms and conditions of this Agreement.
- 2.10 "Staff" or "Staff member" means the same as Teacher.
- 2.11 "System" means the same as District.
- 2.12 "He, His, and Him" will be used throughout this Agreement as a neutral pronoun in reference to either gender.
- 2.13 "Business days" means any day that the Board of Education Offices are open for business.

ARTICLE III – NEGOTIATIONS PROCEDURES

- 3.01 Request for Negotiation Meetings
Sixty (60) to Ninety (90) days prior to the expiration of the Agreement, either the Board or the Association may submit a Notice to Negotiate to initiate the negotiation process. The Association shall direct its request to the Superintendent and the Board shall direct its request to the President of the Association. The agenda shall be established at the first negotiation session. No items shall be admitted thereafter except by mutual agreement of the parties.
- 3.02 Negotiation Meetings
A meeting time and place will be established at a mutually agreed upon time within fourteen (14) days after the Notice to Negotiate has been served. The meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately for an agreed length of time. Both parties shall exchange complete written proposals at this first meeting.
- 3.03 Negotiation Team
A maximum of five (5) members of the Board, or designated representative(s) of the Board, will meet with a maximum of five (5) representatives designated by the Association to discuss and reach mutually satisfactory agreements. Neither party shall have control over the selection of the team members of the other. Team members are empowered to make proposals and counterproposals, and to reach

tentative agreement on items being negotiated. "Good Faith" shall be defined as "bargaining collectively" pursuant to Ohio law.

3.04 Assistance

- A. The teams may call upon competent resource people who may only be used to aid in the considerations and to make suggestions. Only three (3) resource people may be used by each team at any one (1) meeting. The expense of such consultants shall be borne by the party requesting them.
- B. Upon reasonable written request, the Board and the Association shall provide the other with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

3.05 Rules for Negotiation Meetings

- A. At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed. Recesses may be called by the representative of either team for a reasonable length of time agreeable to both parties. Each negotiation session shall be limited to three (3) hours unless extended by mutual agreement.
- B. Tentative agreements arrived at during the meetings shall be written down and initialed by both team chairmen.

3.06 Agreement

When and if a successor Agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and then to the Board for approval. There shall be four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Board and two (2) by the Association. One copy will be sent to the State Employment Relations Board. The Board shall make copies of the Agreement available in each building office and/or library. The Board and Association will jointly prepare the new Agreement in the offices of the Board of Education within ten (10) days after the tentative agreement is reached. A copy of the Agreement will be given to each member of the bargaining unit within thirty (30) days after the Agreement is signed. The costs of publication will be shared equally by the parties.

3.07 Disagreement

- A. In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of the Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.
- B. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.
- C. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE IV -- GRIEVANCE PROCEDURE

4.01 Definitions:

- A. A "grievance" shall mean an allegation by a bargaining unit member or the Association that there has been a violation, misinterpretation or improper application of this Agreement. Where the alleged grievance is of a nature that qualifies for appeal under any other authorized tribunal, the aggrieved teacher shall appeal through such tribunal in accordance with the rules of that body. Such grievances shall not be appealable beyond Level Two of the grievance procedure as contained herein.
- B. A "grievant" shall mean a teacher or the Association who has filed a grievance.
- C. A "party in interest" is the person, persons, or the Association making the claim and any who might be required to take action or against whom the action might be taken in order to resolve the claim.
- D. "Days" shall mean teacher work days.

4.02 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting teachers and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

4.03 Procedures

A. Time Limits

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Failure of the Board at any level in this procedure to communicate decisions on a grievance in writing within the specified time limits as called for, shall permit the grievant to proceed to the next level within the stipulated time limits established for the next level.
3. Failure of the grievant at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the Board's last answer and there shall be no further right to appeal.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant or the Association, the time limits set forth herein may be mutually reduced so that the procedures may be exhausted prior to the end of the school year or as soon as is practicable.

B. Informal Procedure

1. If a teacher feels that he has a grievance, he shall first discuss it with his Principal or immediate supervisor individually in an effort to resolve the problem informally.
2. An Association grievance shall be discussed with the appropriate administrative supervisor before it can be taken to Level One.

C. Formal Procedures

1. Level One--School Principal (or Immediate Supervisor)
 - a. The grievant will be permitted a representative of his choice at this level.
 - b. If the grievant is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the occurrence of the incident giving rise to the grievance. This form is in Appendix F.

- c. The Principal or Immediate Supervisor, within five (5) days after receipt of the grievance, shall render a written decision to the grievant, with a copy to the Association.
- d. At each level of the grievance procedure, the grievant shall submit the original grievance with all previous responses and relative data attached, the same shall be returned to the grievant with the Board Representative's answer.

2. Level Two--Superintendent of Schools

- a. The grievant will be permitted a representative of his choice at this level.
- b. If the grievant is not satisfied with the decision concerning his grievance at Level One, he may within five (5) days after the decision is rendered, refer the original grievance and all relative data to the Superintendent.
- c. The Superintendent and/or his designee(s) shall schedule a meeting to take place within ten (10) days from the receipt of the written grievance for the purpose of resolving the grievance. Either party shall have the right to call such witnesses as they deem necessary to develop facts pertinent to the grievance.
- d. The Superintendent shall, within five (5) days after this meeting, render his decision in writing.

3. Level Three—Arbitration

- a. If the grievant or the Association is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after the decision is rendered, request in writing to the Association that his grievance be submitted to arbitration.
- b. The Association may within ten (10) days after the decision is rendered at Level Two request that the grievance be submitted to arbitration by so notifying the Superintendent in writing. Any grievance not appealed within the above time limits shall be considered resolved based on previous decisions rendered.
- c. Upon receipt of a request to arbitrate, the parties shall, within ten (10) days, request the American Arbitration Association to furnish the parties with a list of seven (7) qualified arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name remains. This person shall be the person to hear the arbitration case. The party requesting arbitration shall strike the first name from the list. Either party shall have the right to request a different list of Arbitrators if any list is deemed unacceptable.
- d. The Arbitrator shall hold the necessary hearing promptly and issue his decision with a reasonable time.

- e. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement.
- f. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision.
- g. The Arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
- h. The recommendation of the Arbitrator shall be binding upon the Association, the Board, and employees. Any cost involved in obtaining the list of arbitrators shall be divided equally between the Association and the Board. All cost directly related to the services of the Arbitrator shall be divided equally between the Association and the Board.

4.04 Rights of the Teacher

- A. Any teacher shall have the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. An Association representative shall have the opportunity to be present at all formal levels of the procedure.
- B. Subject to the provisions contained herein, the Board will cooperate with the Association in its investigation of any grievance by complying with the Association's reasonable request for information relative to the grievance.
- C. Any teacher may withdraw a grievance at any point by submitting in writing statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

4.05 General Provisions

- A. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the Arbitrator prior to hearing the merits of the

grievance. If the Arbitrator declares the grievance not arbitrable, the grievance shall not be subject to further appeal.

- B. If a Grievance hearing is scheduled by the Employer during working hours, the grievant, his representative and any witnesses required to attend shall be released to attend such hearing without loss of pay.
- C. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.
- D. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step of the procedure.
- E. The Association may be present at all levels.

ARTICLE V -- ASSOCIATION RIGHTS

5.01 Bulletin Boards/School Mail

- A. The Board shall provide bulletin board space in each school building in areas frequented by teachers for use by the Association for the posting of Association notices.
- B. Any posting of notices on bulletin boards in the schools shall be done in good taste. This includes postings of a partisan political nature. In no case will Association positions either for or against local candidates for local offices be done publicly in the school nor through the school mail system.
- C. The Association shall also have the right to use school mailboxes and the school mail system for communications with its members or the administration on matters relating to the bargaining unit employees.
- D. All postings placed on bulletin boards delegated to the Association shall be signed and dated by an officer of the Association. Any materials posted on such boards without the authorization of an Association officer shall be removed by the Association.

5.02 School Directory

The Association shall be provided with a copy of the school directory each school year as soon as the directory becomes available.

5.03 Staff Meetings

An Association representative will be included in the agenda of the first general staff meeting of each school year to explain the Association.

5.04 Use of School Facilities

- A. Subject to the advanced approval of the Superintendent or his designee, the Association shall be permitted to use designated school buildings for the purpose of holding regular Association meetings.
- B. The Association shall not be charged for the use of such buildings, but shall be responsible for proper clean-up following meetings and shall be held accountable for the security of the premises.

5.05 Association Business

Except as otherwise specifically provided herein, all representatives of the Association shall confine their Association business to non-work times so as not to obstruct, hamper, or in any manner interfere with the operation of the school.

5.06 Board Meeting Agenda

The Board shall provide the Association with two (2) copies of the Board meeting agenda, except for issues that are for executive session.

5.07 Release Time for Association Business

The Association President or his designee, shall be provided with up to three (3) days of paid release time for the purpose of conducting Association business. Association Co-Presidents shall be provided with up to six (6) days of paid release time for the purpose of conducting Association business. The teacher shall request such leave, in writing, at least ten (10) days in advance through his immediate supervisor.

5.08 Board Policy Changes

The Board shall furnish to the Association two (2) dated copies of any policy, outside the Master Agreement which is acted upon by the Board and which directly affects teachers. These copies are to be furnished to the Association within three (3) days after Board adoption.

5.09 Association/Management Conference

- A. In the interest of effective communications between the parties, either the Board or the Association may, once each month, request an Association/Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending.
- B. The purpose of such meeting shall be to: discuss the administration of this Agreement;
 - 1. discuss the administration of this Agreement
 - 2. notify the Association of changes made by the Board which affect bargaining unit members;
 - 3. discuss the implementation of in-service education programs, including the development of a schedule of days to be used for in-service;
 - 4. give the Association representatives the opportunity to share the views of members and/or to make suggestions on subjects of interest to members;
 - 5. discuss ways to strengthen and improve the educational program, including curriculum coordination, to best meet the needs of the students, the school, and the community; and
 - 6. disseminate general information of interest to the parties.
- C. There shall be no more than three (3) representatives for each party in attendance at the Association/Management Conference.

5.10 Building Councils

- A. Building Councils shall be formed at the request of the Association in the elementary, middle school, and high school building(s). The Council shall consist of up to six (6) bargaining unit members from within the building.
- B. The purpose of the Council will be to provide a vehicle for communication between teachers from within the building and the Principal of the building. The Building Council shall meet with the building Principal at the request of either Principal or Council to discuss matters of concern to either or both parties. Minutes of these meetings will be prepared by the Association and sent to the Association President and the Superintendent. Nothing in this section shall discourage individual teachers from addressing building problems directly with the Principal.

5.11 Association Dues Deduction

- A. The Employer agrees to deduct from the wages of any employee-member of the Association the annual dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. The membership year shall run from September 1 through August 31 and shall be continuous in all subsequent years. This deduction shall be without cost to the Association or the member.
- B. Deduction of the annual dues and assessments will be made in as nearly equal pay installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for nine (9) additional pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.
- C. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) business days following the collection via check or electronic transfer to an account designed by the Association. Accompanying each check or deposit notification will be a complete listing of the names of the members for which a payroll deduction is made.
- D. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and the District Treasurer in writing not less than two weeks prior to the effective date of the payroll change.

ARTICLE VI -- TEACHER RIGHTS

6.01 Fair Dismissal

- A. Non-renewal of limited teaching contracts shall be in accordance with O.R.C.3319.11 and Article VIII of this Agreement (in lieu of O. R.C. 3319.111).
- B. The procedural due process and evaluation requirements contained in O.R.C. 3319.11 and Article VIII of this Agreement (in lieu of O.R.C. 3319.111) shall not apply to supplemental or extended time contracts.
- C. Any suspension leading to termination of a teacher's contract shall be accomplished in accordance with O.R.C. 3319.16. However, no teacher shall receive a disciplinary suspension without just cause.

6.02 Limited Contracts

Teachers after three (3) years of service in the District will be eligible for multi-year contracts. Upon becoming eligible for a multi-year contract, the teacher will be given, upon request, reasons for not receiving said multi-year contract. Teachers employed in the District after retiring under STRS will be issued one year limited contracts. They are not eligible for multi-year or continuing contracts.

6.03 Supplemental Contracts

- A. Teachers assigned to any of the supplemental positions, as outlined in Appendix B, which the Board determines necessary to fill, shall be eligible for the percentage salary increment as applied to the base rate for the BS-BA Degree with no (0) years of service as in effect at the beginning of the school year for completing such supplemental service.
- B. If the Board creates any new supplemental position during the term of this Agreement which a teacher would be eligible to fill, the Board agrees to negotiate with the Association to establish the appropriate percentage salary increment.
- C. Teachers receiving supplemental pay shall assume those responsibilities and perform those basic functions and duties as contained in the job description established by the Board for the respective supplemental position.

6.04 Contracts/Extended Service Time

- A. Contracts as signed by the teacher and Board are binding upon both parties as defined in the Ohio Revised Code. Termination of such contract shall be according to the provisions of O.R.C. 3319.16. The Board shall give consideration to letters of resignation during the course of the contract for physical or mental health reasons, moving from the area, if a qualified replacement exists, or other valid reasons as approved by the Board. Acceptance of a supplemental contract shall be bound by the same stipulations as regular contract.
- B. Extended service time is designed to provide teachers with additional time to work with students outside the regular school calendar and to provide the teacher with supervisory, technical in-service and evaluation time.
- C. Extended service days shall be served outside of the regular school calendar except where recommended by the individual State Department service areas and approved by the building Principal. (The State Department of Education recommends two (2) weeks after and two (2) weeks before school, in the case of four (4) weeks of extended service, as recognized extended

service days.) For the purpose of this Article, the regular school calendar is considered to be the period beginning with the first regular contract day for teachers and ending with the last regular contract day for teachers.

- D. Required State Department Conferences may be counted as extended service days if approved in advance by the building Principal.
- E. The length of the extended service day shall be a minimum of seven (7) hours excluding lunch.
- F. Alternate schedules may be pre-arranged with the building Principal. (i.e., one (1) week after, one (1) flexible week, and two (2) weeks before; or one (1) week after and three (3) weeks before).
- G. A written proposed schedule of extended service days shall be submitted by the teacher to the building Principal for approval at least two (2) weeks prior to serving the extended days. Changes in the proposed schedule may be made with the Principal's approval.
- H. Extended service time worked shall be reported to the building Principal on the monthly time and travel reports.

6.05 Teaching Environment

- A. At least one room in each building shall be reserved as a faculty lounge, properly lighted and cleaned.
- B. Separate, clean, well-lighted faculty restrooms will be provided for men and women in each building.
- C. Off-street parking shall be provided for all staff members at each building whenever possible. Teachers are requested to use what has been provided and refrain from parking in restricted areas.
- D. Each classroom shall be supplied with adequate bulletin boards.
- E. Each bargaining unit member will be provided with a desk and lockable file cabinet for his school related use if present facilities are not adequate and funds are available for purchasing new equipment.
- F. Teachers in each building shall have access to a telephone.
- G. All members of the teaching staff may have the privilege of using school facilities and equipment for educational related functions by receiving approval from the building Principal or Superintendent of schools. Supplies shall not be used for any other reason than normal classroom use.

- H. Room keys will be provided upon request and with the approval of the building Principal.

6.06 Personnel Files

- A. There will be established and maintained one (1) official file on all bargaining unit members. This file will be maintained in the Central Office. Nothing in this article shall be interpreted to prohibit individual principals/supervisors/administrators from maintaining a file on individuals under their supervision. It is understood that nothing in this section precludes the Treasurer of the Board from making public any official action of the Board, as reflected in the official minutes of the Board.
- B. A teacher shall have the right, upon request, to review his personnel file and may have a copy of any document(s) contained in the file.
- C. Personnel files shall be public records and available to the public per ORC 149.43.
 - 1. The superintendent or his/her designee shall notify, in writing, the individual whose file was requested within 3 business days of a request to see an individual's personnel file by a person or entity that is not the individual concerned, members of the Board, Principals, the Superintendent, or the secretary of the Superintendent, of such request.
- D. Personnel record files may include, but not be restricted to the following:
 - 1. Applications for employment, including references.
 - 2. Copy of contracts or salary notices.
 - 3. Ohio Teaching Certificate, or a copy.
 - 4. Official transcript of college credits.
 - 5. Pertinent medical information.
 - 6. Record of military service.
 - 7. Evaluation forms.
- E. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected.
- F. If the teacher feels that any material in his personnel file is irrelevant, inappropriate, false or derogatory to his conduct, service or character, he shall have the right to submit a written statement concerning such material and to have that statement attached to his official personnel file.

- G. Anonymous letters or materials shall not be placed in a bargaining unit member's file nor shall they be made a matter of official record.
- H. All materials placed in an official personnel file shall be dated. Each teacher shall be informed in writing within three (3) days of the addition of disciplinary or parental correspondence material to his personnel file.
- I. Any material of a complimentary or critical nature which may affect a bargaining unit members evaluation, non-renewal or dismissal shall become the subject of documentation. Documentation shall include author, date, name of the event/description of the incident which led to production of the material.

6.07 Substitute Teachers

Substitute teachers shall not be utilized to fill bargaining unit positions except during leaves of absence or when qualified teachers cannot be obtained. A "qualified teacher" is a teacher properly certified who meets the Board's qualifications criteria for the position. For bargaining unit vacancies occurring after the start of the school year, such persons filling the positions after December 1st, shall be considered as substitute teachers for the purpose of this agreement. Their contracts shall be automatically non- renewed at the end of the school year and will not be subject to the teacher evaluation procedures as defined in the agreement.

6.08 Teacher Suspension Procedure

- A. Staff may be suspended without pay but with fringe benefits for just cause disciplinary reasons not leading to termination of their contract for a period not to exceed five (5) days.
- B. Any contested suspension under Section A above may be immediately advanced to expedited grievance arbitration by the Association to Level Three - - Arbitration Procedure. The appeal to expedited arbitration must occur within the time limits provided in the grievance procedure after the written suspension decision is communicated to the affected employee and the Association.

ARTICLE VII -- WORK DAY/YEAR

7.01 Teacher Day and Year

- A. All full-time teachers shall be assigned no more than a seven and one-half (7 1/2) hour work day including a one-half (1/2) hour lunch period.

- B. The school year shall consist of one hundred eighty (180) days of instruction plus two (2) days for the purpose of meetings, in-service, and records. Starting in Fall of 2022, the first contracted day shall be a work day with no mandatory meetings. In 2021, November 29 will be a work day with no meetings. Extended service days shall not be counted as part of this one hundred eighty-three (183) day total.

7.02 Planning and Conference Time

The schedule for each full-time equivalent classroom teacher who is assigned to a school with a teacher day of six hours or longer exclusive of lunch period, shall include at least two hundred (200) minutes per week for instructional planning during the student day, and shall be uninterrupted. Only with teacher agreement shall said instructional planning time be used for meetings and/or conferences, other than IEP and evaluation meetings. The Board and Association recognize that adequate planning time within the student school day is essential to good instruction and shall work to provide adequate planning time within the operational and financial constraints of the District.

7.03 Additional Duties and Activities

Each teacher will assume his respective share of additional activities which are related to the instructional program. These activities shall normally be confined to the school day as outlined in Section 7.01 above. However, some of these activities must extend beyond the normal work day. No teacher will be required to attend more than three (3) school programs, excluding staff meetings, August open house, and fall parent/teacher conferences, per school year. The August open house will be scheduled for no more than two (2) hours for all teachers.

7.04 In-service Work and Records Day

- A. A day will be provided at the end of the first semester for the primary purpose of completing semester records. This shall not be a day of school for pupils, but shall be a contract day for all bargaining unit members. Bargaining unit members who determine that they have finished with the completing of records, may have the option of participating in staff meetings or approved in-service education activities, or other approved activity. There will be three (3) business days between the end of the grading period and the due date for grades. There will be at least one (1) business day between the printing of grade cards and the distribution of grade cards.
- B. The District will make best efforts to limit the number of bargaining unit members out of the classroom for professional development on a student day to 15% of the bargaining unit.

7.05 School Arrival and Departure

- A. The normal work day for all teachers shall consist of seven and one-half (7 1/2) continuous hours including a lunch period of thirty (30) consecutive minutes, without responsibility or duty. The day runs between 7:00 a.m. and 4:00 p.m. The Board may adjust the workday to fall into the time period between the hours of 7:00 a.m. and 7:00 p.m. only during a time of declared emergency, as defined in Article XVIII. Arrival and departure times for the teaching staff, including special area teachers, shall be determined by the Board and posted in each school building. Failure to adhere to the designated times, unless otherwise approved, shall result in an hourly deduction in pay and may result in appropriate disciplinary action.
- B. Teachers who are required to travel between schools or around the District as part of their regular responsibilities shall submit a weekly log of their activities to the building Principal. Classroom teachers who leave their building during the school day must sign out in the school office, noting their departure time, time of return, and destination. The teacher will not be required to indicate his destination if leaving during lunch.
- C. When the start of the school day is delayed by more than two (2) hours, an emergency schedule may be implemented which will automatically extend the school day in accordance with the emergency schedule.
- D. Teachers will receive at least ten (10) minutes per day of non-student contact time at the start or end of each day, unless it is impractical due to extraordinary emergency circumstances.

7.06 Make-Up Days

- A. The Board will not require bargaining unit members to participate in remote learning activities, or otherwise make-up, the first five (5) calamity days. If there are more than five (5) calamity days, in lieu of make-up days members will participate in remote learning activities on calamity days as they occur. Members will not be required to report to buildings but may be permitted to do so. Members will be required to perform remote learning activities as defined in Appendix E. Remote instructional activities will be used to make up days, provided it does not affect date minimum hour requirements. If in-person make-up days are needed to meet state minimum requirements, they will continue to be scheduled at the end of the school year.
- B. If days are made up without student instruction or other purposes, on days when no county road alert above a Level One is present for Hardin County (e.g., fog, cold weather, water main break, etc.), teachers may choose to work their total work hours outside the normal work day or use personal

leave. The hours must be worked between 8:00 a.m. and 6:00 p.m. at the teacher's assigned building.

7.08 School Calendar

The Association will be supplied with at least two (2) calendars that the Board will consider. Prior to Board adoption of or revision to said calendar, the Association shall be given an opportunity to survey the bargaining unit. The results of any Association survey shall be taken into consideration by the Board. The Board retains the right to make the final decision on the annual calendar or revisions to the calendar. Its selection, however, will be based on one (1) of the options submitted for the above survey.

ARTICLE VIII – TEACHER EVALUATION

Evaluation Committee:

The Association and the Board agree to a joint Evaluation Development committee for the purpose of creating the Evaluation Framework, the determination of High Quality Student Data (HQSD) and the procedure and process for the evaluation of certified employees in Kenton City Schools. The committee shall also review the Board's placeholder evaluation policy and suggest any appropriate revisions.

A. Composition

1. The Committee shall be comprised of three (3) Association members appointed by the Association president and three (3) members appointed by the Board or its designee.

B. Operational Procedures

1. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
2. All decisions of the committee will be achieved by consensus.
3. Members of the committee shall receive training in all aspects of OTES, prior to serving on the committee. The Board shall provide this training and provide this cost, if any.

C. Compensation

1. Any committee work required outside of the work day will be paid \$20.00 per hour not to exceed \$500.00 per school calendar year.

D. Committee Authority.

1. The Evaluation Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. The Evaluation Committee is responsible to jointly develop the policy and procedure for teacher evaluation.
3. The Association and the Board will bargain as required in accordance with Ohio Revised Code 4117 in effect as of the date of the ratification of this contract in accordance with Article XVII Negotiations. This will occur prior to the evaluation procedure being finally adopted by the Board.
4. The Evaluation Committee in consultation with the employee shall reach consensus about whether an employee is classified as instructional staff or other licensed staff member.

E. Adoption/Revision of Evaluation Guidelines

1. The Evaluation Committee shall produce the final evaluation guidelines for ratification of the Board and the Association.
2. Once ratified by both parties these guidelines shall be incorporated into the Master Agreement.
3. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made prior to the beginning of any school year to allow for the implementation of any changes.
4. Because of the fluid nature of teacher evaluation laws and the OTES system, subsequent changes/revisions to the adopted Evaluation Guidelines that are based on changes to the law or annual dates shall be subject to ratification by the Board and the Association at each party's discretion, unless otherwise mutually agreed.
5. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene to determine whether adjustments are appropriate. If the discussion results in recommendations by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be reduced to writing (Memorandum of Understanding) and shall be subject to ratification by both parties.

Teachers shall be evaluated in accordance with law and adopted evaluation guidelines. A grievance challenging procedural compliance must be filed in writing with the Superintendent at Level Two of the grievance procedure of Article IV within ten (10) calendar days of the employee's receipt of written evaluation.

ARTICLE IX -- WORK CONDITIONS

9.01 Class Size

The Administration and the Association recognize the importance of maintaining class size at a level as small and as equalized as feasible within each grade level and subject area within the operational and financial constraints of the District.

ARTICLE X -- ASSIGNMENTS, VACANCIES AND TRANSFERS

10.01 Assignments

- A. Professional staff members shall be informed of their assignments no later than August 1 preceding the school year in which such assignment shall be effective with the following exceptions:
 - 1. Staff members employed after August 1 shall be so informed as soon as practicable.
 - 2. Nothing in this procedure shall prevent the reassignment of a professional staff member to meet the instructional requirements and welfare of the District during the school year.
 - 3. When it is not possible to notify the employee of their assignment due to unforeseen circumstances.
- B. All teachers are subject to annual assignment by the Superintendent. Recommendations from the building Principals will be considered in making the assignments.

10.02 Vacancies

- A. Vacancies will be posted on a timely basis at each work site and in the Superintendent's office.
- B. Vacancies will be posted on the Kenton City Schools Web Site and e-mailed to all teacher e-mail accounts. During the summer months those interested may also call the Superintendent's office weekly to check on postings. In addition, teachers may leave a filled-out transfer request form with the Superintendent's office listing specific openings for which they want to be notified by phone of the vacancy. Applicants shall have five (5) working days to respond to a position vacancy. After July 10, vacancies will be posted both internally and externally at the same time for five (5) days.
- C. Teachers must apply for the posted vacancies using the Teacher Transfer Request Form.

- D. Any properly certified and qualified teacher requesting a transfer to a posted position shall be granted an interview with the building principal.

10.03 Transfers

- A. Transfers shall be approved by the Superintendent in accordance with the law.

- B. Voluntary Transfers

1. Teachers desiring a transfer from their present assignment shall make such request in writing to the Superintendent using the Teacher Transfer Request Form. These requests will be considered and will be retained through August 1 of the school year for which they are submitted.
2. Requests for transfers will be honored to the extent that the transfer does not conflict with the instructional requirements and welfare of the school district as determined by the Superintendent.

- C. Involuntary Transfers

In the event an involuntary transfer is being considered, the affected staff member(s) shall have the right to meet with the Superintendent to find out the reasons for the transfer and to discuss alternatives. Under these guidelines the Superintendent will make a final decision.

ARTICLE XI -- REDUCTION IN FORCE

11.01 Attrition

- A. When the need to reduce the number of certificated staff is known sufficiently in advance, the Board will attempt to keep the number of persons affected by a reduction in force to a minimum by implementing the following actions prior to invoking the reduction in force (RIF) procedures.
- B. Subject to the exceptions contained herein, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and do not have qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish the full reduction in force that is necessary.

- C. If the certificated staff cannot be sufficiently reduced through the above means, the RIF procedures as contained hereinafter may be implemented by the Board.

11.02 Procedures

Whenever a reduction in the number of teachers is made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the district, necessary changes in curriculum, necessary changes in use of instructional personnel, or shortage of funds, the following procedures shall apply:

- A. In accordance with the recommendations of the Superintendent, the Board shall determine the teaching fields or subject areas where reductions are necessary. Those persons to be affected will be notified within five (5) days of the notice of the determination of the teaching fields or subject areas where reductions are necessary, a meeting will be held with the affected individuals. In attendance will be Administration and KEA representatives. The purpose of the meeting will be to review an individual's options under the Master Agreement.
- B. Within each teaching field contracts shall be suspended in the following order:
 - 1. Those with limited contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
 - 2. Those with continuing contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
 - 3. Teachers with a limited contract and an evaluation rating of accomplished, skilled or developing (A, S, D) in the most recent year's final evaluation.
 - 4. Teachers with a continuing contract and an evaluation rating of accomplished, skilled, or developing (A, S, D) in the most recent year's final evaluation.
- C. If two (2) or more teachers have comparable evaluation ratings according to Administrative Guidelines #3220A, then seniority will be used to determine the order in which the contracts will be suspended with the least senior being suspended first. Seniority will be determined by:
 - 1. The date of the Board meeting at which the teacher was hired, and then by:
 - 2. Number of years of teaching experience in any District.
 - 3. If any ties remain, the teacher with the most college credit hours at the time of hire will be the most senior.

4. If any ties remain, a pill bottle will be used, with people pulling in alphabetical order by last name, and the low number is the most senior.
- D. Suspension of contracts as provided herein shall be based on the order of continuous service (seniority in the Kenton Schools). Displacement rights shall be limited to areas of the teachers' present certification on file in the Superintendent's office. Teachers who hold elementary certification, K-8 or 1-8 may have displacement rights over middle school teachers holding 7-12 subject area certification based upon seniority. If additional areas of certification are obtained after the suspension of the contract, such person would be placed on the bottom of the eligibility list for the new area of certification.
 - E. Personnel will not be terminated by building assignment. Personnel will be considered on a system-wide basis according to their certification and/or subject area.
 - F. If a person is transferred from one assignment to another prior to the implementation of the RIF procedures, seniority in the District is retained from date of continuous employment.
 - G. Personnel who have their contracts suspended under the RIF procedures and who are later rehired, shall retain all previously accumulated seniority but shall not be accredited a year of service for any school year in which the employee is on active pay status for less than one-hundred-twenty (120) school days.
 - H. Any teacher on an approved leave of absence, shall retain all previously accumulated seniority, but shall not be credited a year of service for any school year in which the teacher is on active pay status for less than one-hundred-twenty (120) school days.
 - I. Personnel who have their contracts suspended under the RIF procedures will be re-employed in the reverse order in which they are suspended in the teaching fields or subject areas for which they are certified.
 - J. Personnel holding dual certificates and released because of RIF are entitled to return in either field if they meet the requirements of seniority.
 - K. Recall rights under the RIF procedures shall extend to July 1 of the year following a RIF for teachers with limited contracts, and on July 1 of the second year following a RIF for teachers with continuing contracts.
 - L. Personnel released because of RIF must notify the Superintendent in writing of any change of address occurring after the suspension of their employment contract. Personnel must also notify the Superintendent at least annually

from the date of layoff of their continued interest to be re-employed by the Board. Failure to do so shall relieve the Board of any obligation to re-employ.

- M. The equivalent of one (1) school calendar year of full-time experience in the Kenton School District is required to be eligible for seniority under RIF.
- N. For the purposes of this Article only, part-time teachers shall accrue seniority and calendar year experience prorated on the basis of the part-time service.
- O. A recalled teacher shall be offered a contract of equal or more hours as worked when his contract was suspended and shall be notified by certified mail to the last address on file in the Superintendent's office. A teacher so notified will have ten (10) days to notify the Superintendent's office of his desire to return.
- P. Individuals who are granted a continuing contract prior to April 30 will be considered as continuing contract teachers immediately after Board action approving continuing contract status for seniority list and reduction in force purposes.
- Q. No teacher may be reassigned or transferred, voluntarily or involuntarily, into any position which adversely affects the recall rights of a person on the recall list until all teachers on the recall list, who are certified for an open position, have been offered a contract.
- R. Teachers not employed as a result of the RIF will be given preferential consideration as substitute teachers. However, refusing to substitute teach will not cause the loss of unemployment insurance payments.
- S. The suspension of contracts will be accomplished no later than June 25 of the year the RIF is implemented.

11.03 Insurance Coverage

Teachers whose contracts are suspended in accordance with the RIF procedures will have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for the period in which recall rights exist. Said premiums must be paid to the Treasurer of the Board one (1) month in advance of the effective date of the coverage.

11.04 Severance Pay

Teachers whose contracts are suspended in accordance to the RIF procedures and who elect to retire, will be eligible to collect severance pay providing all requirements of the severance policy (Article XIV) are satisfied within the period in which the teacher is eligible for recall.

11.05 Exclusions

- A. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for performance reasons or to utilize the procedures provided for in O.R.C. 3319.17.
- B. The procedures contained in this Article shall not pertain to any teacher non-renewed for performance reasons.

ARTICLE XII — LEAVES OF ABSENCE

12.01 Sick Leave

A. Accumulation of Sick Leave

1. Each teacher shall be entitled to sick leave pursuant to O.R.C. 3319.141.
2. Sick leave shall be credited at the rate of one and one-quarter (1 1/4) days per month, not to exceed 15 days per year.
3. Part-time teachers shall be entitled to sick leave for the time actually worked at the same rate granted full-time teachers.
4. Unused sick leave shall be cumulative up to two hundred and twenty-five (225) work days.
5. Each new teacher who has not accumulated sick leave shall be advanced a minimum of five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement, the amount of sick leave that the teacher earns on the basis of completed months of service. Teachers using the advanced days and terminating employment prior to accruing the advanced days will have said days deducted on a per diem rate at final salary settlement.

B. Retention of Sick Leave

Sick leave accumulated by a teacher while employed in the State of Ohio as a teacher in a chartered and/or accredited public, private or parochial school or university shall be credited to the teacher upon re-employment as a teacher, provided that such re-employment occurs within ten (10) years from the date of the last termination from teaching.

C. Use of Sick Leave

1. Subject to approval, sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, death or injury in the teacher's immediate family.

2. For the purpose of this Article, immediate family shall be defined as the teacher's mother, father, spouse, brother, sister, son, daughter, grandparents, grandchildren, mother-in-laws, father-in-laws, step children, grandparents-in-law, aunt, uncle, niece, nephew, members of the employee's household standing in the same position and other persons who because of their close relationship to the teacher, shall be determined by the Superintendent to be a member of the immediate family. The Superintendent shall have the right to limit the number of days used under the sick leave policy to a maximum of five (5) consecutive days for all members of the immediate family except the mother, father, spouse, children or step children of the teacher.

D. Charging of Sick Leave

Sick leave shall be charged in minimum units of one half (1/2) day. A teacher shall be charged for sick leave only for days upon which he otherwise would have been scheduled to work. Sick leave payment shall not exceed the teacher's regular day's pay.

E. Evidence Required for Sick Leave Usage

1. Teachers shall be required to furnish a written, signed statement on a form prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when the physician was consulted.
2. The teacher may be required to furnish a physician's statement after three (3) days absence indicating that he is fully recovered and capable of performing the duties of his position before he is permitted to return to work.

F. Notification by Teacher

1. When a teacher is unable to report to work, he shall notify his Principal not less than one (1) hour prior to his scheduled reporting time, except in emergencies. This notification shall occur on each day of absence unless other arrangements are made with the supervisor.
2. When reporting off sick, the teacher shall advise the supervisor of the nature of the illness if it is of a communicable nature.

G. Illness in immediate Family

Request for absence due to illness in the teacher's immediate family should be made to the Principal in advance, when possible, and shall be charged

against sick leave. A written physician's statement may be required stating the nature of the illness or injury, anticipated time of recovery involved and whether his presence is required.

H. Physician Examination

The Board may require a teacher to take an examination, conducted by a licensed physician, appointed by the employer, to determine his physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Board (Exclusive of positive T.B. reactors).

I. Reporting of Injuries

All job-related injuries shall be reported to the building Principal and described on the accident report form available from the Principal within 24 hours on a missed work injury Monday through Friday in order to comply with the Bureau of Workman's Compensation Claim Program.

J. Sick Leave Donation

Any employee shall have the option to donate up to thirty (30) days per school year to a sick leave bank. An employee who experiences a major incident in his/her life or the life of immediate family and exhaust accrued sick leave shall have the option to obtain thirty (30) days per school year from the sick leave bank. The Superintendent will approve the transfer of the sick leave days from the sick leave bank to the employee in five (5) day increments. When a teacher donates days, the teacher may designate the teacher who receives the donation.

12.02 Personal Leave

- A. All full-time teachers may be granted three (3) days per school year for personal leave.
- B. Part-time teachers shall be granted leave on a pro rata basis.
- C. Written requests for the use of leave should be directed to the Superintendent. Request should be made one (1) week in advance except in case of emergency or calamity days. The request will be approved within three (3) working days. The teacher must receive approval prior to using the leave.
- D. Leave must be taken in one-half (1/2) day or full day blocks of time. Request for the use of personal leave as specified above shall only be considered on a contract day. Personal leave days shall not be cumulative from one school year to the next school year.

- E. A maximum of five percent (5%) of members of the bargaining unit may be on personal leave at the same time. In addition, unrestricted personal leave may not be approved for first three (3) days (i.e., professional development days) or the last five (5) days of the school calendar year, except in cases of emergency or calamity days.
- F. Employees not using any of their personal days in a school year shall receive a payment at their per diem for each day. Employees with two unused personal days shall receive a payment of at their per diem for each day, and employees with one unused personal day receive payment at their per diem. Payments shall be made by the second pay in July.

12.03 Maternity/Paternity/Adoption Leave

- A. Teachers who find it necessary to apply for maternity leave, shall notify the Superintendent in writing, at least four (4) months before the delivery date of the child, that a replacement will be needed. This requirement ensures that time will be provided to secure a qualified replacement. Notice shall be given to the Board, in writing, by the pregnant teacher (3) months prior to delivery along with a written statement by the attending physician, establishing the approximate delivery date, and approving the continuation of work for an additional period of time. The Superintendent may require the additional statement prior to each two (2) week period, from the physician certifying that the teacher is physically able to perform the assigned duties.
- B. If the teacher is physically unable to work because of the pregnancy, such absence is covered by sick leave provisions in the Article. After delivery, she may return to her duties upon approval by the attending physician.
- C. Teachers may use accumulated sick leave for adoption of a child. Teachers shall notify the Superintendent in writing as soon as possible before the expected placement date. Such leave shall be for the purpose of allowing time for bonding. The length of such leave must be continuous and may be for up to six (6) weeks. Teachers may use up to ten (10) days of this leave before the placement of the child to complete the necessary requirements.
- D. An unpaid Maternity/Paternity or adoption leave of absence may also be applied for and granted for one (1) full school year; plus the remaining part of the school year in which the leave was granted.

12.04 Jury Duty Leave

- A. Teachers required to report for jury duty will be compensated the difference between their regular day's pay and the amount received for jury duty. Pay received for jury duty shall be remitted to the Board Treasurer.

- B. Teachers shall notify their supervisor immediately upon receipt of notice for jury duty.

12.05 Military Leave

- A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leaves of absence from their respective duties without loss of pay for such time as they are in the military service, on field training, or active duty, for periods not to exceed thirty-one (31) days (maximum 176 work hours) in any one (1) calendar year.
- B. The employees must submit a request for leave to the Board and a copy of the military order to duty or a statement from the appropriate military commander, as evidence of such duty, to qualify for paid military leave. Employees shall notify their supervisor at least ten (10) days in advance of the date requested for military leave to begin or within twenty-four (24) hours after the employee receives the notice.
- C. Employees shall be entitled to receive from the Board, the difference between their regular rate of pay and the pay received from the military for the period of military leave, in order to avoid any loss of pay during such service.

12.06 Assault Leave

- A. A bargaining unit member who must be absent because of a disability resulting from a physical assault, which occurs during the course of Board employment while on duty on school grounds, while required to be in attendance at a school sponsored function, or while exercising employment authority on behalf of the Board when attending school functions, shall be eligible to receive assault leave.
- B. The bargaining unit member applying for assault leave shall submit a signed statement on forms prescribed by the Board within forty-eight (48) hours after the incident occurs or as soon thereafter as possible. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known, the facts surrounding the assault. The member shall file criminal charges against his assailant as soon as he is medically able. The Board will cooperate with the member in pursuing such criminal action. The member may, at the Board's discretion, be granted a leave of absence with pay for court appearances in connection with the incident.

- C. If medication attention is required, a certificate from a licensed physician stating the nature of the disability and its probable duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for either suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. Upon determination of eligibility by the Superintendent, such leave shall be granted for a period not to exceed twenty-five (25) days. Payment for assault leave shall not exceed the bargaining unit member's per diem rate of pay less Worker's Compensation.

ARTICLE XIII -- INSURANCE AND HEALTH BENEFITS

13.01 The Board agrees to contribute the following percentage for each eligible teacher, for contracted insurance premiums:

<u>Type of Insurance</u>	<u>Percentage paid by Board</u>	
	<u>Single</u>	<u>Family</u>
Hospitalization, Major Medical	as noted below	
Prescription Drug*	as noted below	
Dental	90	90
Vision Insurance	90	90
Life -- \$50,000	100	100

If both spouses are employed full-time by the Board, they shall be eligible for either two (2) single plans or one (1) family plan.

Hospitalization and Major Medical insurance and prescription drug insurance coverage will be subject to the "Working Spouse Coverage" terms adopted by the Board's insurance consortium on July 17, 2013.

If an eligible employee's spouse or dependent is not eligible for health insurance benefits under this Agreement and the employee chooses to receive benefits, the employee must elect a single-coverage health insurance plan.

The Board also will offer an optional MVP plan or any other optional plan available through its insurance consortium.

The Board provides a high-deductible health (HDHP) plan, and the following terms shall apply:

1. Board paid premium 90%.
2. Creation of individual employee Health Savings Accounts (HSAs).

a. The Board shall annually contribute to each eligible Single and Family Plan HSA.

Year	Single	Family
2022	\$1,000	\$2,000
2023	\$1,000	\$2,000

During each calendar year, the Board will match employee contributions up to \$750 for a single plan and \$1,500 for a family plan. The payments will be made in tandem with the employee's contributions through payroll.

The Board HSA contribution in the above years shall be reduced for a member of this bargaining unit, if necessary, so that the total Board contribution to the HSAs for such member and for his/her spouse in a year shall not exceed the total amount of one family contribution where both the member and his/her spouse are employed by the Board and eligible to enroll in health insurance. This rule applies whether the spouse of the member is a member of this bargaining unit or not.

Employees eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of Board contribution to his/her HSA.

Board HSA contributions shall be made in installments, half in the first payroll in January and the other half in the second pay in July for teachers who remain under contract at that time.

If an individual changes from a single plan to a family plan, the contribution for the HSA will be prorated.

13.02 Teachers working thirty (30) hours per week or more (i.e., "full-time employees") shall be considered eligible for the benefits provided in this Article.

13.03 The Board and Association agree to form an insurance committee as soon as possible to discuss issues of mutual concern and to pursue win/win issues in an attempt to efficiently manage the District's insurance program. This committee shall have co- chairpersons, one appointed by the Superintendent and one appointed by the President of the KEA. The committee shall meet on a regular basis with either co-chair having the authority to call special meetings.

13.04 Opt-Outs and Incentives

If a bargaining unit member who takes Board-provided family health insurance as of July 1, 2019 elects to change from family coverage to no coverage after this date, the member will receive a one-time payment of \$2,000, which will be paid by the first payment of January each year. A member who switches from a single plan to no insurance will receive a one-time payment of \$1,000. The member must provide

evidence of adequate eligible dependent coverage elsewhere and must complete a "Coverage Election" form to the Treasurer prior to the calendar year in which the employee intends to change coverage.

A member whose spouse takes Board-provided health insurance is not eligible for these payments. If an employee elects to receive one of these payments, the employee must wait until the regular enrollment period in order to resume receiving health insurance or family coverage. Exceptions will be made as defined in accordance with the plan documents.

Individuals who switch from a family plan to a single plan will receive a one-time additional contribution of \$1,500 to their HSA in the first pay in March.

ARTICLE XIV – TEACHER SALARIES AND REIMBURSEMENTS

14.01 Paydates

Salary is to be paid based on a twelve (12) month payment schedule consisting of twenty-six (26) equal payments beginning with the second Thursday after the first day of the school year. Starting with the first pay of the 2022-2023 school year, salary is to be paid based on a twelve (12) month payment schedule consisting of twenty-four (24) equal pays, subject to agreement by both unions. In the event of a resignation, payments shall be prorated on the basis of the school year days taught.

All employees will be paid by direct deposit, to the employee's choice of financial institutions.

Checkstubs shall be distributed via email. During the summer months or when school is not in session, checkstubs shall be emailed to any teacher who provides the treasurer's office with a designated email address.

14.02 Advancement on the Salary Schedule

- A. A teacher may advance, based on education achievement, to the next position on the salary schedule, as contained in Appendix A, upon completion and verification of the proven course work and approval by the Board. Such an increase would begin with the start of a new pay period after Board approval, with the exception that no increases would take place after April 1st of each school year. "Proper verification" shall be defined as an official transcript from the university verifying the teacher's educational achievement.
- B. Adjustments to a teacher's salary shall be made by one of two methods at the option of the teacher. Either a lump sum adjustment may be requested or a prorated adjustment spread over the remaining pay periods of the school year.

- C. The teacher shall indicate choice of option by Friday of the week before pay day.

14.03 Service Credit

- A. Teachers shall advance vertically to the next step on the salary schedule following completion of each year of service with the Board. A teacher must have been in active pay status at least one-hundred-twenty (120) days during the previous school year to be accredited another year of service.
- B. Full service credit will be granted for teaching and administrative service in other accredited educational institutions.

14.04 Salary Schedule

- A. The wage rates set forth in Appendix A-1 shall be effective as indicated by the dates specified on the salary schedule. Salary increase in Appendix A.
- B. Teachers shall advance through the salary schedule in accordance with Sections 14.02 and 14.03 as contained herein.
- C. Salary Schedule Headings
 - 1. The column headed "150/15" designates the following:
 - a. 150 semester hours or 225 quarter hours.
 - b. BS/BA plus 15 semester hours or 23 quarters graduate credit earned after receiving the BS/BA degree.
 - 2. The column headed "MA + 15/30" designates the following:
 - a. M.A. degree plus 15 semester hours or 23 quarter hours graduate credit earned after receiving the M.A. degree.
 - b. M.A. degree plus 30 semester hours or 45 quarter hours total credit hours earned after receiving the M.A. degree.
 - 3. Hours must be earned from an institution which is accredited by the State of Ohio Department of Education.
 - 4. A teacher must earn a master's degree (MA) in his or her area of licensure or certification or an area related to a public education profession (e.g., administration, special education) in order to move horizontally on the salary schedule.

14.05 Supplemental Pay Options

- A. The Board will provide the option of one lump sum payment for all persons on supplemental contracts. At the conclusion of their supplemental services as certified by the teacher's immediate supervisor, the teacher may elect to receive a lump sum payment. The lump sum payment will be paid in a separate paycheck the first payday in December, April or June, except that contracts for the entire school year will be paid 25% in December, 25% in April, and 50% in June, with the second pays in December, April and June.

14.06 Mileage Allowance

Teachers who are specifically required, as authorized, to utilize their personal vehicles to travel between buildings or locations, and to approved conferences or workshops, shall be reimbursed at the rate set by the Board of Education, which shall be the IRS rate.

14.07 Additional Services and Instruction

- A. Individualized home instruction and summer sessions shall be at the rate of Twenty-five Dollars (\$25.00) per hour.
- B. Any other instruction approved by the Superintendent shall be at the rate of Twenty-five Dollars (\$25.00) per hour.
- C. In the event regular substitute teachers are not available, high school and middle school teachers may elect to serve as paid substitutes during their regularly scheduled planning period. They will be compensated at twenty dollars (\$20.00) per period. If an elementary teacher does not receive a scheduled planning period in a regular school day, the teacher will be compensated at the rate of twenty dollars (\$20.00) per period.

This article only applies if the teacher substituting would normally have had a planning time with no responsibilities assigned. This article only applies to situations in which an absent teacher would be charged with an absence, or when a teacher is asked or instructed by their supervisor to cover the class. Nothing in this article prevents a teacher from being reassigned to cover duties provided the teacher has their required planning time.

Title I teachers and Intervention Specialists will substitute for classroom teachers only when no substitute or other bargaining unit member is available.

- D. Any in-service held on non-contract days will be compensated for teachers at a rate of \$225 per day.

14.08 Reimbursement for Expenses at Professional Meetings

The use of professional leave shall be subject to the following:

- A. Written application shall be submitted to the building Principal at least one (1) week in advance of the conference or workshop. If notification of a conference or workshop is received less than one (1) week in advance, the Principal shall use discretion in his recommendation to approve or disapprove the request.
- B. The Principal's recommendation shall be considered by the Superintendent in approving or disapproving the request.
- C. The administration may request that a teacher attend a specific conference or workshop.
- D. Three (3) days, per school year, may be approved for conference or workshop attendance. Additional days may be requested by submitting written application to the building Principal but are subject to the discretion of the Superintendent.
- E. It may be necessary to limit the number of teachers from the same building who wish to attend a conference.
- F. Travel and other incurred expenses, e.g., registration, lodging, meals, parking, will be reimbursable at a rate not less than the Board policy in effect upon effective date of this Agreement and in accordance with other applicable Board policy, upon presentation of valid expense statements.
- G. Principals should establish an informal year-to-year rotation of teachers attending conferences and workshops.
- H. The yearly general fund appropriations for attendance at conferences will be a limiting factor in granting leaves.

14.09 Severance Pay

- A. All teachers of this District shall, at the time of their retirement as approved by STRS, be paid for one-fourth (1/4) of the value of their credited accumulated sick leave to a maximum of forty (40) days provided the teacher has five (5) years of service in the district. The maximum will be forty-one (41) days for teachers having ten (10) years of service in the district, forty-two (42) days for twenty (20) years of service in the district, and forty-three

(43) days for thirty (30) years of service in the Kenton school district. In addition teachers will be paid for a maximum of five (5) days for sick leave accumulated over one-hundred ninety-nine (199) days.

- B. In addition teachers will be paid two additional severance days if their letter of resignation/retirement is in to the Superintendent's office sixty (60) days before their retirement date, but not later than March 1 of their year of retirement.
- C. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment under this provision shall be considered to eliminate all credited sick leave accrued by the employee. Retirement, as applied in this policy, shall be defined as retirement approved by the State Teachers' Retirement System, within one (1) year after leaving the active service of the Board.
- D. Teachers employed in the District after retiring under STRS are not eligible for severance pay upon termination of this employment.

14.10 Payroll Deductions

Teachers in the District are eligible to participate in the payroll deduction plan offered by any corporation recognized by the District at the signing of this Agreement. Other plans may be approved by the Board of Education subject to limitations of the computer to handle deductions. In order for a new plan to be considered for approval, there should be a minimum participation of fifteen (15) members. Should numbers fall below a minimum of five (5) members for any new plan, the deduction plan may be discontinued following sixty (60) day's prior notice to the participants.

14.11 STRS Salary Reduction Pickup

The Board shall designate each teacher's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as teacher's contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the teacher's income reported by the Board as subject to federal and Ohio income tax shall be the teacher's total gross income reduced by the then-current percentage amount of the teacher'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 teacher's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased thereby. In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board,

or the "picked up" contributions or of the STRS retirement plan, this "pick up" provision shall be null and void.

ARTICLE XV — EMPLOYMENT OF RETIRED TEACHERS

- 15.01 The KEA and the Board mutually agree that teachers who, after retiring under STRS, are employed by the District:
- A. Will receive only five (5) years of Service Credit level and Educational level as per sections 14.02, 14.03, and 14.04.
 - B. Will be eligible for the Insurance and Health Benefits as described in Sections 13.01 and 13.02.
 - C. Are not eligible for severance pay upon termination of this employment.
 - D. Will be issued one-year limited contracts. They are not eligible for multi-year contracts or continuing contracts. For the purposes of Article 11 Reduction in Force, the teacher will start at the lowest seniority level for their teaching field or subject area.
 - E. If a teacher already employed in the District has their retirement/resignation approved at the same Board meeting in which they are reemployed in the same position, then such a position does not need to be posted as per Section 10.2. If both actions do not occur at the same Board meeting, then the position will go through the normal posting. (Section 10.2).

ARTICLE XVI -- MANAGEMENT RIGHTS

- 16.01 The Board retains the right and authority to manage the schools of the District except as limited by law and the specific terms of this Agreement. This shall include, but not be limited to the following rights:
- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
 - B. To direct, supervise, evaluate, or hire employees;
 - C. To maintain and improve the efficiency and effectiveness of governmental operations;
 - D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
 - F. To determine the adequacy, qualifications, and size of the work force;
 - G. To determine the overall mission of the Board as a unit of government;
 - H. To effectively manage the work force; and
 - I. To take actions to carry out the mission of the Board as a governmental unit.
- 16.02 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE XVII -- POLICIES AND PROCEDURES

17.01 Administration of Medications and Medical Services

Bargaining unit members, except those employed to provide medical services, will not be required to administer medications nor perform other services of a medical nature for students except emergency first aid and CPR.

17.02 Chronic Communicable Diseases

A. General Provision

1. The Board recognizes that control of the spread of chronic communicable diseases is essential to the well-being of the school community and to the efficient operation of the school.
2. For purposes of this Article "chronic communicable disease" shall include but not be limited to Acquired Immune Deficiency Syndrome and related infections.
3. The Board and the Association desire to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff, and school community members. The purpose of this Article is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with such a communicable disease.
4. Control of a communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread

of these diseases. In response to growing concerns, these measures are outlined in this Article.

B. Non-Discrimination

1. No employee shall be subjected to random testing for any chronic communicable diseases.
2. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability.
3. The Board shall not discriminate against any employee with respect to wages, hours, terms other such conditions of employment on the basis of the fact that such employee has contracted a communicable disease, except when the health and safety of students or others in the school environment may be affected.

C. Confidentiality

1. The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent that is otherwise reasonably required to accomplish such implementation/administration.
2. The principle philosophy which will guide this District's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.
3. The Board recognizes the need to protect the individual rights and the health of persons with a chronic communicable disease and the rights and health of those not similarly infected. The Board believes that information concerning the health of any employee should be treated as confidential and shall be made known only to those required to have such information.
4. In the case of an employee, the Superintendent, the building Principal, and the school nurse shall be informed of any physical condition which may require special attention. Unless there is a specific need, no other employee or student shall be informed about the infected individual's physical condition.
5. In the event that such a health incident becomes known to the public, the Superintendent will be the administrative authority to respond to questions and project the information necessary to the community. His strategy shall be to support the recommendation of the medical review team and to maintain the confidentiality of the person infected insofar as possible.

D. Medical Evaluation Criteria

1. The need for a medical evaluation may arise in one of the following ways:
 - a. An employee shall inform the school administrator that he has a chronic communicable disease when it is confirmed by the appropriate medical tests.
 - b. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge possible contraction of a chronic communicable disease.
 - c. If it is not ascertained at a previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee; the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at the time or shall refer the matter to the Superintendent.
2. The Superintendent shall consider the information received from the administrator and determine if there is a need for a medical examination and review. When deemed necessary, the Superintendent will convene the Medical Review Team comprised of the following medical personnel:
 - a. The employee's primary care physician paid by the employee's insurance with any excess paid for by the Board;
 - b. A physician selected and paid for by the Board;
 - c. The Hardin County Health Commissioner or his designee, who shall chair the Team; and
 - d. The School Nurse who serves as a liaison between the Medical Review Team and the Superintendent.
3. The Medical Review Team may obtain, upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician and shall provide for an examination of the employee when deemed necessary by the team.
4. The written report rendered by the Team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not an employee has been infected with a chronic communicable disease. If so, then the Team shall:

- a. Determine whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for their findings. In making that determination the Team shall consider:
 - 1) The nature of the risk of the employee's medical condition;
 - 2) The duration of the medical condition;
 - 3) The severity of the risk of the medical condition;
 - 4) The probability the disease will be transmitted; and
 - 5) Any other relevant factors.
 - b. Make a recommendation to the Superintendent that the employee should be:
 - 1) Admitted to work unconditionally;
 - 2) Admitted to work with restrictions; or
 - 3) Not admitted to work.
5. After considering the recommendation, the Superintendent shall assign the employee to his usual place of employment unconditionally, or to a work assignment under restrictive conditions. The Superintendent may also elect to seek to have the employee utilize sick leave or be placed on an unpaid leave of absence.
 6. The Medical Review Team may meet periodically to review the circumstances of the infected person. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner to the Superintendent. Such recommendation may include a reassignment of responsibility or sick leave.
 7. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Board shall comply with the provisions of this Agreement and Board Policy.
 8. An employee diagnosed to have a chronic communicable disease shall have full access to sick leave and disability leave as provided by this negotiated contract and the Ohio Revised Code.

17.03 125 Plan

The Board shall provide the opportunity for members of the bargaining unit to participate in a 125 Plan through payroll deduction. The plan format and provider shall be mutually agreed upon by the Board and the Association, and be in place for the 1994-95 school year.

ARTICLE XVIII -- EFFECTS OF CONTRACT

18.01 Waiver in Case of Emergency

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Board of Education, the School Superintendent, or in cases involving Hardin County, the Sheriff of Hardin County or the Ohio Highway Patrol, such as acts of God or civil disorder or other catastrophe, those provisions of this contract affected by the declared emergency may by mutual agreement of both parties be temporarily suspended. The Association shall be notified immediately of the declared emergency, and the parties shall mutually discuss ways of best meeting the emergency situation.
- B. Upon termination of the emergency, those provisions suspended shall be reinstated in full force as per the original Agreement.

18.02 Continuous Performance Pledge

- A. The members of the Association agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage as defined by O.R.C. 4117.01 during the term of this Agreement. In the event that the Association or any of its members violate this provision, they shall be subject to appropriate penalties as determined by the Board of Education in accordance with O.R.C. 4117.23.
- B. The Board agrees not to lock out or otherwise prevent teachers from performing their regularly assigned duties where an object thereof is to bring pressure on the teachers or the Association to compromise or capitulate to the Board's terms regarding a labor relations dispute.
- C. The Association and the Board will make every reasonable effort to discourage, prevent, or terminate violations of this pledge.
- D. The provisions of R.C. 3302.10 are incorporated into this Agreement by reference, but have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to ORC Section 3302.10. If the District enters into the academic distress provisions of R.C. 3302.10, the intent of the parties is to emerge with this Agreement intact. Furthermore, the Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission,

any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

18.03 Severability

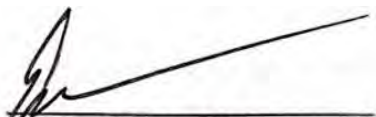
- A. In the event that there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a state agency or a federal agency, this negotiated agreement shall prevail as to that provision.
- B. If during the term of this Agreement, any provision herein is determined invalid due to its conflict with applicable state or federal law, or valid rule or regulation adopted by a state or federal agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party.

ARTICLE XIX -- TERM OF AGREEMENT AND SIGNATURES

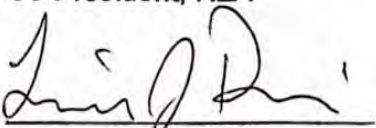
- 19.01 This Agreement and all attached appendixes entered into by the Kenton City School District Board of Education and the Kenton Education Association shall be effective as of JULY 1, 2021 and shall continue in effect until 12:00 midnight JUNE 30, 2023.
- 19.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 19.03 In witness thereof, we the undersigned representatives of the Board of Education and the Kenton Education Association have hereunto set our hands this 26th day of May, 2021.

FOR THE ASSOCIATION:

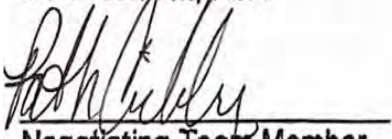
FOR THE BOARD:



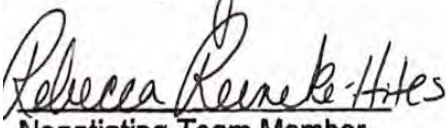
Co-President, KEA



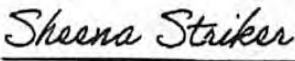
Co-President, KEA



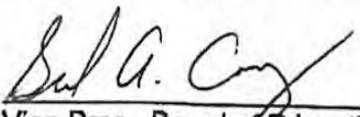
Negotiating Team Member



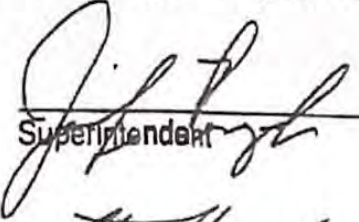
Negotiating Team Member



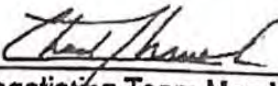
President, Board of Education



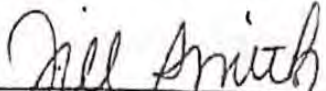
Vice-Pres., Board of Education



Superintendent



Negotiating Team Member



APPENDIX A

KENTON CITY SCHOOL DISTRICT
TEACHER SALARY INDEX SCHEDULE

YEARS OF EXPERIENCE	BS/ BA	plus 150	MA	MA +15
0 &1	1.040	1.081	1.143	1.155
2	1.080	1.124	1.191	1.210
3	1.120	1.167	1.239	1.265
4	1.160	1.210	1.287	1.320
5	1.200	1.253	1.335	1.375
6	1.240	1.296	1.383	1.430
7	1.280	1.339	1.431	1.485
8	1.320	1.382	1.480	1.540
9	1.360	1.425	1.530	1.595
10	1.400	1.470	1.580	1.650
11	1.440	1.515	1.630	1.705
12	1.480	1.560	1.680	1.760
13	1.510	1.600	1.730	1.815
14			1.765	1.870
15				1.910
20	1.53	1.63	1.80	1.95
25	1.55	1.66	1.835	1.99
30	1.58	1.70	1.87	2.03

APPENDIX A-1

Kenton City School District				
Certified Salary Schedule				
IRN: 044172				
2021-22	2.25% Inc			
Base	\$37,931			
Step 0 & 1	\$ 39,448			
STEP	BACH	BS+150	MA	MA+15
0	39,448	41,003	43,355	43,810
1	39,448	41,003	43,355	43,810
2	40,965	42,634	45,175	45,896
3	42,482	44,265	46,996	47,982
4	44,000	45,896	48,817	50,068
5	45,517	47,527	50,637	52,155
6	47,034	49,158	52,458	54,241
7	48,551	50,789	54,279	56,327
8	50,068	52,420	56,137	58,413
9	51,586	54,051	58,034	60,499
10	53,103	55,758	59,930	62,586
11	54,620	57,465	61,827	64,672
12	56,137	59,172	63,724	66,758
13	57,275	60,689	65,620	68,844
14	57,275	60,689	66,948	70,930
15	57,275	60,689	66,948	72,448
16	57,275	60,689	66,948	72,448
17	57,275	60,689	66,948	72,448
18	57,275	60,689	66,948	72,448
19	57,275	60,689	66,948	72,448
20	58,034	61,827	68,275	73,965
21	58,034	61,827	68,275	73,965
22	58,034	61,827	68,275	73,965
23	58,034	61,827	68,275	73,965
24	58,034	61,827	68,275	73,965
25	58,793	62,965	69,603	75,482
26	58,793	62,965	69,603	75,482
27	58,793	62,965	69,603	75,482
28	58,793	62,965	69,603	75,482
29	58,793	62,965	69,603	75,482
30	59,930	64,482	71,120	76,999

Kenton City School District				
Certified Salary Schedule				
IRN: 044172				
2022-23	2.5% Inc			
Base	\$38,879			
Step 0 & 1	\$ 40,434			
STEP	BACH	BS+150	MA	MA+15
0	40,434	42,028	44,439	44,905
1	40,434	42,028	44,439	44,905
2	41,989	43,700	46,305	47,044
3	43,544	45,372	48,171	49,182
4	45,100	47,044	50,037	51,320
5	46,655	48,715	51,903	53,459
6	48,210	50,387	53,770	55,597
7	49,765	52,059	55,636	57,735
8	51,320	53,731	57,541	59,874
9	52,875	55,402	59,485	62,012
10	54,430	57,152	61,429	64,150
11	55,986	58,902	63,373	66,289
12	57,541	60,651	65,317	68,427
13	58,707	62,206	67,261	70,565
14	58,707	62,206	68,621	72,704
15	58,707	62,206	68,621	74,259
16	58,707	62,206	68,621	74,259
17	58,707	62,206	68,621	74,259
18	58,707	62,206	68,621	74,259
19	58,707	62,206	68,621	74,259
20	59,485	63,373	69,982	75,814
21	59,485	63,373	69,982	75,814
22	59,485	63,373	69,982	75,814
23	59,485	63,373	69,982	75,814
24	59,485	63,373	69,982	75,814
25	60,262	64,539	71,343	77,369
26	60,262	64,539	71,343	77,369
27	60,262	64,539	71,343	77,369
28	60,262	64,539	71,343	77,369
29	60,262	64,539	71,343	77,369
30	61,429	66,094	72,898	78,924

SUPPLEMENTAL SALARY SCHEDULE

- A. The following percentages are to be applied to the base teacher salary and rounded to the nearest dollar.
- B. Coaching/Activity experience at the high school level shall be counted toward experience as a Head Coach/Activity Head in the same sport/activity. (Does not need to be continuous)
- C. After ten (10) years of non-service in an active/sport, experience does not count.
- D. The Superintendent, with the approval of the Board of Education, may allow credit for prior experience directly related to the particular assignment.
- E. Steps are based on years of paid experience for school employees.
- F. Non school employees move up the steps as follows:

Step 0	no paid experience — 1 year
Step 1	2-6 years of paid experience
Step 2	7-13 years of paid experience
Step 3	14 or more years of paid experience

**Using the above guidelines the superintendent shall place the bargaining unit member at the appropriate step.

*** This supplemental salary index will be continued through the length of the contract. Any supplemental contract position added during this (contract) shall be at a rate negotiated by the Board and KEA.

	Step 0	Step 1 1-3 yrs	Step 2 4-6 yrs	Step 3 7+yrs.
High School Head Basketball	.164	.179	.194	.209
High School Head Football				
High School Band Director/MS Asst.				
High School Assistant Football	.107	.120	.133	.146
High School Assistant Basketball				
High School Volleyball				
High School Soccer				
High School Swimming				
High School Wrestling				
High School Baseball				

High School Softball				
High School Track				
Freshmen Head Football				
Powerlifting				
High School Assistant Band Director/Head MS Band				
High School Cross Country	.076	.085	.094	.103
High School Boys Golf				
High School Girls Golf				
High School Boys Tennis				
High School Girls Tennis				
High School Assistant Volleyball				
Freshman Asst. Football				
High School Assistant Soccer				
High School Assistant Swimming				
Freshmen Basketball				
High School Assistant Wrestling				
High School Assistant Baseball				
High School Assistant Softball				
High School Assistant Track				
High School Bowling				
High School Yearbook Advisor	.059	.067	.075	.083
8 th Grade Head Football				
7 th Grade Head Football				
Freshmen Volleyball				
8 th Grade Head Basketball				
7 th Grade Head Basketball				
Middle School Head Wrestling				
Middle School Head Track				
Middle School Head Volleyball				
Middle School Dimensions				
High School Band Assistant				
High School Top 20 Head				
High School Musical				
Assistant Cross Country				
Freshman Baseball				
Rifle Team				
Drill Team				
High School Assistant Bowling				
Flag Corps	.047	.055	.063	.071
Middle School Asst. Volleyball				
8 th Grade Asst. Football				
7 th Grade Asst. Football				
Middle School Asst. Track				

High School Winter Cheerleader

Middle School Yearbook Advisor	.033	.040	.047	.054
Middle School Student Govt. Majorette Advisor				
High School Student Council/Bravo				
High School Scholastic Quiz Team				
High School Fall Cheerleader				
High School Assistant Musical				
High School Top 20 Assistant				
High School Robotics				
Middle School Robotics				
Weight Trainer (F,W,S)	.025	.031	.037	.043
Freshmen Winter Cheerleader				
Middle School Winter Cheerleader				
JROTC Club (Orienteering)				
National Honor Society Advisor	.016	.021	.026	.031
Middle School Fall Cheerleader				
Middle School National Honor Society				
Freshman Fall Cheerleader				
Middle School Power of the Pen				
High School Pep Band				
Middle School Quiz Team				
Fixed Rate Positions				
Ticket Manager	.083			
Elementary Library Supervisor	.071			
Junior Class Advisor	.062			
Middle School AV Supervisor	.054			
High School Dept. Heads	.054			
PK-8 Grade Level Team Leaders	.054			
CCP Teacher	.054			
Senior Class Advisor	.031			
Sophomore Class Advisor	.031			
Freshman Class Advisor	.031			
Elementary Vocal Music	.031			
Design Team Member	.031			
Safety Patrol- Elementary	.031			

KENTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
KENTON EDUCATION ASSOCIATION

GRIEVANCE NO. _____

GRIEVANCE FORM

Date Submitted _____
(in writing)

Name of Aggrieved Employee _____ Supervisor's Name _____

Aggrieved Employee's Position and Assigned Area: _____ / _____

Date & Time of the incident giving rise to the grievance: _____ / _____
Date Time

Date & Time the grievance was first discussed with Supervisor: _____ / _____
(Informal Step) Date Time

Description of incident giving rise to the grievance: _____

Remedy Requested: _____

KEA Representative's Signature Aggrieved Employee's Signature

LEVEL 1

DELIVERED BY GRIEVANT TO SCHOOL PRINCIPAL (OR IMMEDIATE SUPERVISOR)

Grievant's Signature: _____ Date: _____

Dept. Principal/Supervisor's Signature: _____ Date: _____

Answer Attached & Returned: _____ Date: _____

LEVEL 2

DELIVERED BY GRIEVANT TO SUPERINTENDENT OF SCHOOLS

Grievant's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

Answer Attached & Returned: _____ Date: _____

LEVEL 3
ARBITRATION REQUEST

KEA representative's Signature: _____ Date Submitted: _____

Superintendent's Signature: _____ Date Received: _____

THE ORIGINAL GRIEVANCE WITH THE RELEVANT DATA ATTACHED SHALL BE SUBMITTED AT EACH STEP OF THE GRIEVANCE PROCEDURE. IF ADDITIONAL SPACE IS NEEDED IN ANY SECTION ABOVE, AN ADDITIONAL SHEET MAY BE ATTACHED.

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Kenton City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Kenton Education Association, effective from July 1, 2021 through June 30, 2023.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Superintendent
Treasurer
Board President

May 26, 2021

Introduction

The Kenton City Schools Board of Education adopts a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law. This policy has been developed in consultation with teachers employed by the Board.

Guidelines

Evaluations of certified staff will comply with R.C. 3319.111 and .112, the State Board of Education's framework (see attached) and provisions of a collectively bargained, negotiated agreement. The Board adopts a modified version of the Ohio Teacher Evaluation System (OTES 2.0) model as approved by the State Board.

The Board authorizes the Superintendent, in consultation with teachers employed by the District, to establish an ongoing Evaluation Committee for the purpose of developing and revising evaluation policy.

Evaluation Committee

The Committee shall be comprised of three (3) Association members appointed by the Kenton Education Association President and three (3) members appointed by the Superintendent.

In the event of changes or clarifications to the law that impact teacher evaluations, the Committee will consider whether adjustments to the evaluation process are appropriate.

Instructional Staff

District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 3319, or under a professional or permanent teacher's certificates issued under former section 3319.222 and who spend at least fifty percent (50%) of the time providing student instruction shall be evaluated in accordance with R.C. Sections 3319.111 and 3319.112. This policy does not apply to any person employed as a substitute teacher.

A teacher receiving a holistic rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy may be evaluated at least once every three (3) years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan.

A teacher receiving a holistic rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this policy may be evaluated at least once every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan.

Notwithstanding anything to the contrary, the Board may evaluate any teacher in the final year of a limited contract who may be under consideration for nonrenewal.

In any year that a teacher is not formally evaluated as a result of receiving a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher that includes a discussion of the progress on the Professional Growth Plan.

The board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

- (i) The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the board.
- (ii) The teacher has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

For purposes of this exception, a teacher may be deemed to be on leave for fifty percent (50%) or more of the school year only if the teacher is on an approved leave of absence for at least this portion of the school year, with such leave approved by no later than December 31st of that year. If a teacher works a part-time schedule on certain days of the week (e.g., Mondays, Wednesday and Fridays), leave will be measured based on half of the part-time teacher's contract days.

The Board adopts the following procedures to be used by District administrators in making retention and promotion decisions:

- A. The most recent evaluation for affected teachers shall be considered (to the extent the teacher has been employed by the District during that time).

The Board adopts the following procedures to be used by District administrators in removing poorly performing teachers:

- A. The process of nonrenewal of teachers if they are in their last year of a limited contract.
- B. The process of R.C. 3319.16 to terminate a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account the most recent evaluation (to the extent the teacher has been employed by the District during that time).
- C. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

The Board's plan for the allocation of financial resources to support professional development is as follows:

- A. The determinations of the Superintendent for priority in the use of resources.
- B. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.
- C. The optimization of available federal, state, or organizational grants, for professional development.
- D. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

Licensed staff members who are not subject to this policy shall be subject to the provisions of any applicable collective bargaining agreement and/or separate Board policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

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

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

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

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.
- D. Is employed under a full time Administrative contract pursuant to R.C. 3319.01 or R.C.3319.02 by the Kenton City Schools Board of Education and holds an Administrative license certificate under R.C 3319.22.

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

“High-Quality Student Data” – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

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

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

“Evidence” – Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletter, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy and is based upon the evaluation factors observed during the evaluation cycle. The evaluation rating is assigned at the conclusion of the evaluation cycle.

“Improvement Plan” – a clearly articulated assistance program for a teacher whose holistic performance rating has been documented to be ineffective by the evaluator.

“Coaching Plan”- a clearly articulated assistance program for a teacher whose performance rating on key professional indicators has been documented to be ineffective by the evaluator.

“Professional Growth Plan” – a written plan, self-directed or jointly developed between the teacher and the evaluator, designed for the purpose of continuing teacher growth focused on areas identified in the teacher’s observations and/or evaluation.

A. Standards Based Teacher Evaluation

1. Each teacher evaluation will result in a holistic teacher performance rating of:
 - a. accomplished;
 - b. skilled;
 - c. developing, or
 - d. ineffective
2. Evaluators will gather evidence for the holistic rating through formal observations, informal observations, scheduled conferences, walkthroughs, other teacher interactions required during the obligation of teachers fulfilling their educational duties, and evidence submitted by the teacher.
3. Credentialed evaluators will complete all evaluations and submit a written report of the results of the evaluation to teachers by May 1 each year and will submit the holistic teacher performance rating to OhioES by May 10 each year.

B. Assessment of Teacher Performance

Teacher performance will be evaluated during formal, and informal observations, along with evidence submitted by the teacher. Such performance will be assessed through a holistic process by trained and credentialed evaluators using the State approved OTES 2.0 teacher performance evaluation rubric which is based upon the following *Ohio Standards for the Teaching Profession* adopted in 2006.

1. understanding student learning and development and respecting the diversity of the students they teach;
2. understanding the content area for which they have instructional responsibility;
3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. planning and delivering effective instruction that advances individual student learning;

5. creating learning environments that promote high levels of learning and achievement;
6. collaborating and communicating with students, parents, other educators, District administrators and the community to support students learning; and
7. assuming responsibility for professional growth, performance and involvement.

C. Professional Growth Plan

1. A teacher's Professional Growth Plan and/or Improvement Plan is based on the results of the most recent evaluation and observations.
2. Annually, each teacher must develop a Professional Growth Plan and submit that plan to their credentialed evaluator by October 1. This plan must be aligned to any current school and district goals.
3. A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator.
4. A teacher with a Final Holistic Rating of **Accomplished** develops a self-directed Professional Growth Plan annually.
5. A teacher with a Final Holistic Rating of **Skilled** develops a Professional Growth Plan annually, working jointly with the evaluator.
6. A teacher with a Final Holistic Rating of **Developing** annually develops a Professional Growth Plan guided by the evaluator.
7. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the evaluator.

D. Framework Components

1. Components of the full evaluation cycle consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal evaluations of at least 30 minutes each, and at least two classroom walkthroughs.
 - One formal holistic observation, followed by a conference;
 - Walkthroughs - with an emphasis on identified focus area(s) when applicable;
 - One formal focused observation - with an emphasis on identified focus area(s);
 - One summative conference

2. Components of the Less Frequent evaluation cycle consist of a Professional Growth Plan and/or Coaching Plan, one observation, and one conference.
 - Professional Growth Plan
 - One observation
 - One conference with discussion of progress on Professional Growth Plan

E. Credentialed Evaluator - For the purpose of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. meets the eligibility requirements under R.C. 3319.111(D); and
2. holds a credential established by the Ohio Department of Education for teacher evaluation; and
3. has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
4. is a licensed state of Ohio administrator employed by Kenton City Schools; and
5. is not hired under a purchased service agreement; and
6. is trained in the district evaluation procedures.
7. The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

F. Instructional Staff (See Definition of “teacher”)

District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 3319, or under a professional or permanent teacher’s certificate issued under former section 3319.222 and who spend at least 50% of the time providing student instruction shall be evaluated in accordance with O.R.C Sections 3319.111 and 3319.112.

G. Other Instructional Licensed Staff

Licensed staff members who are not subject to this policy shall be subject to the provisions of any applicable collective bargaining agreement and/or separate Board policy.

H. Criteria and Schedule for Evaluation

1. All instructional staff who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and minimum of two (2) periodic classroom walkthroughs each school year.
2. All teachers who are not on an improvement plan must submit a professional growth plan to their evaluator by October 1st.
 - a. Professional Growth plans must include two measurable goals linked to the standards in the OTES 2.0 rubric.
 - b. One goal must be based on area of refinement from previous year.
3. Teachers on a limited contract who are under consideration for renewal shall receive at least three (3) formal observations in addition to a minimum of two (2) classroom walkthroughs unless the superintendent waives the third observation.
4. Teachers on a limited contract who are under consideration for non renewal shall receive at least three (3) formal observations in addition to a minimum of two (2) classroom walkthroughs.
5. Teachers who disagree with and provide evidence that identifies improper practices and/or documentation shall be permitted to request a meeting with the teacher, the evaluator, and a credentialed evaluator from another building in the district.
6. Observations, Evaluations, and Final Holistic Rating will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.
7. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES 2.0 “Teacher Performance Evaluation Rubric” as adopted in 2020 for instructional planning, instruction and assessment, and professionalism.
8. Teachers who submit written retirement notification to the superintendent the Wednesday prior to the regularly scheduled November Board of Education meeting will be exempt from the evaluation process.

I. Comparable Evaluations

Since seniority may not be the basis for teacher retention or other employment decisions except when deciding between teachers who have comparable evaluations “Skilled”, and “Accomplished” shall be deemed comparable.

Observations and Walkthroughs

A. Schedule of Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance evaluation (as defined in section D above). A formal observation shall last a minimum of thirty (30) minutes. There shall be at least twenty (20) working days between formal observations. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

B. Formal Observation Conference

1. The formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. An additional observation may be unannounced.
2. A post-observation conference shall be held within ten (10) working days after each formal observation.
3. The observation report shall be signed by the evaluator. The observation report should then be signed by the employee to verify notification to the employee that the report will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report.
4. An employee may request a formal observation in addition to those required by this procedure.

C. Classroom Walkthrough Procedure

1. Walkthroughs must be completed by the credential evaluator who is doing the formal observation and evaluation.
2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
3. Data gathered from the walkthrough must be shared with the teacher within three (3) working days. After receiving the walkthrough data the teacher or administrator may request a debriefing conference.
4. A minimum of two (2) walkthroughs shall be included in each evaluation cycle.

5. An employee may request a walkthrough in addition to those required by this procedure.
6. Walkthrough form will be aligned to the Ohio Department of Education's OTES 2.0 "Teacher Performance Evaluation Rubric" as adopted in 2020 for instructional planning, instruction and assessment, and professionalism.
7. Walkthrough forms do not require evaluator or employee signature.

D. Use of High Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

- A. aligns to learning standards
- B. measures what is intended to be measured
- C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
- D. demonstrates evidence of student learning (achievement and/or growth)
- E. follows protocols for administration and scoring
- F. provides trustworthy results; and
- G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

- A. critically analyze and reflect upon results to support improvement and enhancement of student learning
- B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

- C. inform and adapt instruction to meet student needs; and
- D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent may develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

Finalization of Evaluation

A. Teacher Performance Rating

1. The holistic performance evaluation of an employee shall be based upon the consideration of the evidence from walkthroughs and observations of the employee's performance from the current school year, as well as evidence submitted by the teacher, which will acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any.
2. Evaluators will email each of their teachers by May1 each year with the teacher performance rating they intend on entering into the OhioES system.
3. Teachers will have the opportunity to request a conference with the evaluator within five (5) days if they would like to discuss that rating before it is entered into the OhioES system.

B. Personnel File

1. All observation reports, walkthrough forms and Final Teacher Holistic Performance Rating form will be sent to the superintendent and placed in the employee personnel files.
2. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

C. Evaluation Outcomes

1. The Board adopted a resolution, to evaluate each teacher who received a holistic rating of accomplished on the teacher's most recent evaluation conducted under this section once

every three (3) years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan.

2. The Board adopted a resolution, to evaluate each teacher who received a holistic rating of skilled on the teacher's most recent evaluation conducted under this section once every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan.
3. Teachers with a final holistic rating of ineffective will develop an improvement plan with their credentialed evaluator to be implemented on the next evaluation cycle.

Identification of Deficiencies/Improvement Plan/Coaching Plan

A. Definitions

1. **Improvement Plan** is a clearly articulated assistance program for a teacher whose holistic performance rating has been documented to be ineffective by the evaluator.
2. **Coaching Plan** is a clearly articulated assistance program for a teacher whose performance rating on key professional indicators has been documented to be ineffective by the evaluator.

B. Deficiencies Identified through Formal Observations

1. Observations resulting in identification of performance deficiencies shall be followed within ten (10) working days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
2. If a recommendation for an Improvement Plan or Coaching Plan occurs, the plan shall be developed and may be continued into the next school year, providing the teacher is in the same position.
3. The evaluator, in collaboration with the teacher, will formulate the Improvement Plan or Coaching Plan.
 - a. The Improvement Plan or Coaching Plan, as outlined in this document, details:
 - i. specific performance expectations, resources and assistance to be provided,

- ii. the district will provide for the allocation of financial resources to support professional development for the staff on remediation plans,
- iii. timelines for its completion.
- iv. professional indicators documented as ineffective through the formal evaluation process.

Forms are attached.



Coaching Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Coaching Plan Conference: _____

A written Coaching Plan is to be developed when an educator has an ineffective rating on individual key indicator(s) within the OTES 2.0 Rubric. The notice requirements for being placed on a Coaching Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Coaching Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Coaching Plan, the evaluator may recommend the teacher continue working under the plan or it may result in the teacher being placed on a formal Improvement Plan, if the teacher's Holistic Rating at the end of the evaluation cycle is Ineffective.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)



Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Coaching Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Comments:

Date for Coaching Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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



Coaching Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

The Coaching Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Coaching Plan will be one of the following.

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- The Coaching Plan should continue for time specified: _____.

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

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

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name:
Guided

Evaluator Name:

Self-Directed

Jointly Developed

Evaluator

(Accomplished)

(Skilled)

(Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on Ohio Standards for the Teaching Profession	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan

Teacher
Name:

Grade Level/ Subject:

School year:

Building:

Date of Improvement Plan
Conference:

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____

Building: _____

Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<p>Connections to state standards and district priorities</p> <p>Element 2.3 Element 4.1 Element 4.7</p>	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	<p>The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.</p> <p>The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.</p>
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	<p>Planning instruction for the whole child</p> <p>Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4</p>	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	<p><i>Possible Sources of Evidence:</i> <i>analysis of student data,</i> <i>pre-conference,</i> <i>artifacts, student surveys</i></p>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.

LESSON DELIVERY <i>(continued)</i>	Student centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.</p>	<p>Learning is a balance between teacher-directed instruction and student directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>Learning is primarily self directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
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ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	<p>There is no evidence of rapport or expectations for respectful, <u>supportive</u> and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, <u>experiences</u> and culture. The teacher does not address needs related to student sense of wellbeing.</p>	<p>There is some evidence of rapport and expectations for respectful, <u>supportive</u> and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, <u>experiences</u> and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p>	<p>There is consistent evidence of rapport and expectations for respectful, <u>supportive</u> and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, <u>experiences</u> and culture. The teacher models expectations and behaviors that create a positive climate of openness, <u>respect</u> and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p>	<p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, <u>supportive</u> and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, <u>experiences</u> and culture. The teacher models expectations and behaviors that create a positive climate of openness, <u>respect</u> and care. The teacher anticipates and effectively addresses needs related to student sense of wellbeing. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	<p>The teacher does not use varied assessments.</p> <p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher makes limited use of varied assessments.</p> <p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher selects, <u>develops</u> and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p> <p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify <u>instruction</u> and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>The teacher intentionally and strategically selects, <u>develops</u> and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify <u>instruction</u> and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, <u>parents</u> and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence of student learning Element 1.3	<p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>	<p>The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.</p>

ORGANIZATIONAL AREA: PROFESSIONALISM

Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, <u>well-being</u> and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, <u>well-being</u> and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, <u>well-being</u> and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, <u>state</u> and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, <u>state</u> and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, <u>district</u> or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM

Domains	Components	Ineffective	Developing	Skilled	Accomplished
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

Remote Learning Days

Kenton Elementary School

Full Day

- Follow KES Remote Learning Schedule.
- Students unable to participate in live lessons will be given a week to complete the day's assignments.
- Paper copies may be sent home with students without internet access.

Two (2) Hour delay

- All KES classrooms will have a morning meeting at 10:00 am.
 1. Front load students with objectives for the day.
 2. Additional live lessons may be scheduled by the classroom teacher.
 3. KES Specials classes will not be live. Assignments should be posted.
 4. All teachers should provide office hours from 2:00 pm- 3:00 pm.
 5. Intervention Specialists and Related Services may meet with students live.

Kenton Middle School and Kenton High School (Grades 7-12)

Follow 2020-2021 Remote Learning Schedule for Full Day and 2 Hour Delays

- Teachers and students will be on live google meet sessions for each period. Live meets are not intended fill the entire period.
- Teachers will submit attendance for each period through ProgressBook.
- Check email on a regular basis.