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Collective Bargaining Agreement

between the

Kent City School District Board of Education

and the

Kent Education Association

Effective July 1, 2026
Through
June 30, 2029

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ARTICLE I. PROFESSIONAL NEGOTIATIONS AGREEMENT

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

A. RECOGNITION

The Board recognizes the Kent Education Association, hereafter referred to as the Association, as the exclusive representative of all certificated personnel employed, or to be employed, under a regular teaching contract by the Board of Education. Such representation shall not extend to school nurses newly employed effective January 1, 2000, or to High School Athletic Coordinator, Dean of Students, administrators and supervisors, adult education coordinators, substitutes, tutors (contracted to work less than 25 hours per week), and aides.

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

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

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

B. PRINCIPLES

1. Attaining Objectives:

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

2. Professional Teaching Personnel:

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

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

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

3. Representation

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

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

C. PROCEDURES

1. Setting Up Meetings

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

2. Negotiation Procedures

   The Superintendent and/or his/her designated representative(s) shall meet with the recognized representatives of the Association, not to exceed five in number, for the purpose of engaging in a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. All parties are pledged to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. The parties agree that the period of negotiations for a successor agreement shall be from October 1 through April 30 of the year in which the existing collective bargaining agreement expires, or on the Association's current mandated by-laws timeline.

   a. Study Committees

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

   b. Consultants

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

   c. Reporting

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

D. AGREEMENT

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

E. MEDIATION AND APPEAL

Recognizing their respective responsibilities for the education of the children of the community,

the parties accept their obligation to assure the uninterrupted operation of the school system.

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

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

F. BOARD OF REVIEW

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

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

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

G. COMMUNICATIONS

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

ARTICLE II. COMPENSATION

A. SALARY SCHEDULE INDEX (INDEX VII)

EFFECTIVE BEGINNING 2010-2011 SCHOOL YEAR

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

SALARY SCHEDULE EFFECTIVE FOR THE 2026-2027 SCHOOL YEAR

Yrs. of Exp.	Non-Degree	B	B+10	B+20	M	M+15	M+30
0	40,406	50,508	51,129	52,619	55,599	57,089	58,574
1	41,513	51,993	53,847	55,700	59,423	61,276	63,135
2	43,018	54,468	56,695	58,928	63,382	65,605	67,837
3	44,513	56,948	59,544	62,140	67,342	69,943	72,545
4	46,013	59,423	62,393	65,362	71,307	74,272	77,247
5	47,513	61,893	65,236	68,585	75,267	78,606	81,949
6	49,018	64,372	68,085	71,797	79,227	82,944	86,652
7	50,518	66,847	70,565	74,272	81,697	85,419	89,131
8	52,018	69,327	73,040	76,752	84,177	87,889	91,606
9	53,513	71,797	75,515	79,227	86,652	90,369	94,076
10	55,018	74,272	77,989	81,697	89,131	92,844	96,556
11		76,944	80,666	84,389	91,834	95,556	99,279
12		79,424	83,151	86,869	94,314	98,041	101,758
13		81,904	85,631	89,354	96,799	100,521	104,249
14		84,389	88,111	91,834	99,279	103,006	106,728
15		85,662	89,419	93,182	100,703	104,466	108,223
16		86,076	89,839	93,596	101,117	104,880	108,638
17	56,160	86,495	90,258	94,016	101,536	105,299	109,057
18	56,493	86,914	90,677	94,435	101,955	105,718	109,476
19	56,827	87,328	91,091	94,849	102,370	106,132	109,895
20	57,160	87,748	91,510	95,268	102,789	106,552	110,315
21	57,791	88,440	92,202	95,960	103,481	107,244	111,006
22	58,418	89,126	92,889	96,647	104,168	107,931	111,693
23	58,837	89,586	93,349	97,107	104,627	108,390	112,153
24	59,251	90,046	93,809	97,566	105,087	108,850	112,613
25	59,670	90,505	94,268	98,026	105,547	109,309	113,072
26	60,296	91,197	94,960	98,718	106,239	110,001	113,764
27	60,923	91,884	95,647	99,405	106,925	110,688	114,451
28	61,342	92,344	96,107	99,864	107,385	111,148	114,911
29	61,756	92,803	96,566	100,324	107,845	111,608	115,370
30	62,170	93,263	97,026	100,784	108,304	112,067	115,830

SALARY SCHEDULE EFFECTIVE FOR THE 2027-2028 SCHOOL YEAR

Yrs. of Exp.	Non-Degree	B	B+10	B+20	M	M+15	M+30
0	41,518	51,897	52,535	54,066	57,128	58,659	60,185
1	42,654	53,423	55,327	57,232	61,057	62,961	64,871
2	44,201	55,966	58,254	60,548	65,126	67,409	69,703
3	45,737	58,514	61,181	63,849	69,194	71,867	74,540
4	47,278	61,057	64,108	67,160	73,268	76,315	79,371
5	48,820	63,595	67,030	70,471	77,337	80,767	84,203
6	50,366	66,143	69,957	73,772	81,406	85,225	89,034
7	51,907	68,686	72,505	76,315	83,943	87,768	91,583
8	53,449	71,234	75,048	78,863	86,492	90,306	94,126
9	54,985	73,772	77,591	81,406	89,034	92,854	96,663
10	56,531	76,315	80,134	83,943	91,583	95,397	99,211
11		79,060	82,885	86,710	94,359	98,184	102,009
12		81,608	85,438	89,258	96,907	100,737	104,557
13		84,156	87,986	91,811	99,461	103,285	107,115
14		86,710	90,534	94,359	102,009	105,839	109,664
15		88,017	91,878	95,745	103,472	107,339	111,200
16		88,443	92,309	96,170	103,898	107,764	111,625
17	57,704	88,874	92,740	96,601	104,329	108,195	112,056
18	58,047	89,304	93,171	97,032	104,759	108,626	112,487
19	58,389	89,730	93,596	97,457	105,185	109,051	112,917
20	58,732	90,161	94,027	97,888	105,616	109,482	113,348
21	59,381	90,872	94,738	98,599	106,327	110,193	114,059
22	60,024	91,577	95,444	99,305	107,032	110,899	114,765
23	60,455	92,050	95,916	99,777	107,505	111,371	115,237
24	60,880	92,522	96,388	100,249	107,977	111,843	115,710
25	61,311	92,994	96,861	100,722	108,449	112,315	116,182
26	61,955	93,705	97,572	101,433	109,160	113,026	116,893
27	62,598	94,411	98,277	102,138	109,866	113,732	117,599
28	63,029	94,883	98,750	102,611	110,338	114,205	118,071
29	63,454	95,356	99,222	103,083	110,810	114,677	118,543
30	63,880	95,828	99,694	103,555	111,283	115,149	119,015

SALARY SCHEDULE EFFECTIVE FOR THE 2028-2029 SCHOOL YEAR

Yrs. of Exp.	Non-Degree	B	B+10	B+20	M	M+15	M+30
0	42,722	53,402	54,059	55,634	58,785	60,360	61,930
1	43,891	54,972	56,932	58,892	62,827	64,787	66,753
2	45,482	57,589	59,944	62,304	67,014	69,364	71,724
3	47,063	60,211	62,956	65,700	71,201	73,951	76,701
4	48,649	62,827	65,967	69,108	75,393	78,528	81,673
5	50,235	65,439	68,974	72,515	79,580	83,110	86,645
6	51,827	68,061	71,986	75,911	83,766	87,697	91,616
7	53,413	70,678	74,608	78,528	86,378	90,313	94,239
8	54,999	73,300	77,225	81,150	89,000	92,925	96,855
9	56,579	75,911	79,841	83,766	91,616	95,547	99,467
10	58,171	78,528	82,458	86,378	94,239	98,164	102,089
11		81,353	85,288	89,224	97,096	101,031	104,967
12		83,975	87,916	91,846	99,718	103,659	107,589
13		86,597	90,538	94,473	102,345	106,281	110,222
14		89,224	93,160	97,096	104,967	108,908	112,844
15		90,570	94,543	98,521	106,473	110,451	114,424
16		91,008	94,986	98,959	106,911	110,889	114,862
17	59,378	91,451	95,429	99,402	107,354	111,332	115,306
18	59,730	91,894	95,873	99,846	107,797	111,776	115,749
19	60,083	92,332	96,311	100,284	108,235	112,214	116,192
20	60,435	92,775	96,754	100,727	108,678	112,657	116,635
21	61,103	93,507	97,485	101,458	109,410	113,388	117,367
22	61,765	94,233	98,212	102,185	110,136	114,115	118,093
23	62,208	94,719	98,698	102,671	110,622	114,601	118,579
24	62,646	95,205	99,184	103,157	111,108	115,087	119,065
25	63,089	95,691	99,669	103,643	111,594	115,573	119,551
26	63,751	96,423	100,401	104,374	112,326	116,304	120,283
27	64,413	97,149	101,127	105,100	113,052	117,030	121,009
28	64,857	97,635	101,613	105,586	113,538	117,516	121,495
29	65,295	98,121	102,099	106,072	114,024	118,002	121,981
30	65,733	98,607	102,585	106,558	114,510	118,488	122,467

B. ADDED DUTIES AND DIFFERENTIALS

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

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

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

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

1. Factors in Determining Compensation Differentials

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

   a. Time
      i. Total hours (Before/After School, Evenings)
      ii. Vacation Hours (Summer, Winter Break, Spring Break, Weekends)
      iii. Number of Weeks

   b. Size
      i. Number of Students involved
      ii. Number of staff to be directed

   c. Responsibility
      i. Number of public performances/public events
      ii. Annual Budget
      iii. Value of Equipment
      iv. Health/Safety Risk of Students Involved

In the spring of 2001, and every three years thereafter (2013, 2016, etc.), all coaches and student activity advisors will report, on a form provided by the Superintendent's Office, data necessary to re-evaluate the differential schedule using the above criteria. Any changes resulting from this re-evaluation will be shared with the Kent Education Association President prior to presentation to the Board of Education.

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

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

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

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

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

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

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

2. Differentials for Added Duties - 2026-2029

Academics/Department Chairpersons	**% of base salary**
Academic Specials Team Leader - Stanton	.04
Academic Team Leaders – Stanton	.06
Art Department Chairperson K-12	*.06/.10
Career-Technical Chairperson	*.06/.10
English Department Chairperson – Roosevelt	*.06/.10
EYT Professional Development	.10
Grade Level Chairpersons (1 per Grade Level-PreK-5)	.10
Guidance Department Chairperson 9-12	*.06/.10
Guidance Department Chairperson K-8	*.06/.10
Instrumental Music Department Chairperson K-12	*.06/.10
Math Department Chairperson – Roosevelt	*.06/.10
Physical Education Department Chairperson K-12	*.06/.10
Resident Educator Coordinator	.10
Science Department Chairperson - Roosevelt	*.06/.10
Social Studies Department Chairperson – Roosevelt	*.06/.10
Special Education Department Chair (Elementary)	.04

Special Education Department Chairperson (9-12)	*.06/.10
World Language Department Chairperson 7-12	*.06/.10

Based on number of members in department

Band/Music	% of base salary
Band Director Assistant - Roosevelt	.10
Band Director - Roosevelt	.14
Band Director - Stanton	.03
Choir Director - Stanton	.03
Concert Band Director #1 - Roosevelt	.03
Concert Band Director #2 - Roosevelt	.03
Flag Corps - Roosevelt	.10
Jazz Ensemble - Roosevelt	.05
Orchestra Director - Roosevelt	.08
Orchestra Director - Stanton	.03
Percussion Instructor	.10
Pit Conductor for RHS Musicals	.03
Vocal Director for RHS Musicals	.03
Vocal Music Program Director - Roosevelt	.10

Clubs/Activities	% of base salary
Academic Challenge/Quiz Bowl Advisor - Roosevelt	.03
After-School Club (2 per Elementary Building)	.03
Athletic Coordinator - Stanton	.12
Athletic Coordinator Assistant - Roosevelt	.22
Athletics Faculty Manager - Roosevelt	.11
Booster Club Advisor - Roosevelt	.06
Cheerleader Advisor, Assistant - Roosevelt	.08
Cheerleader Advisor, Head - Roosevelt	.16
Class Advisor, Freshman - Roosevelt	.02
Class Advisor, Junior - Roosevelt	.05
Class Advisor, Senior - Roosevelt (with retreat)	.06
Class Advisor, Sophomore - Roosevelt	.03
Class Advisor, Sophomore/Concessions - Roosevelt	.04
Drama Director - Stanton	.07
Drama Director, Assistant - Roosevelt	.10

Drama Director, Assistant - Stanton	.04
Drama Director: Musical Year - Roosevelt	.17
Drama Director: Year Without Musical - Roosevelt	.15
Dungeons & Dragons	.02
Environmental Club - Roosevelt	.02
Freshman Connections - Roosevelt	.06
Gender Sexualities Alliance (GSA)	.02
Homework Club Advisor - Stanton	.05
Interact Advisor - Roosevelt	.02
Leadership Retreat Advisor - Roosevelt	.05
Newspaper Advisor - Roosevelt	.08
Newspaper Advisor - Stanton	.04
Peer Mediator Coordinator (1 per Elementary Building)	.03
Play Production	.03
Power of the Pen - Stanton	.02
Project Unity Advisor - Roosevelt	.02
Prom Advisor - Roosevelt	.06
Rider Pride Club Advisor - SMS	.02
Riders For Social Justice	.02
Safety Patrol Coordinator (1 per Elementary Building)	.03
Silent Auction Advisor - Roosevelt	.04
SMS Club 1	.02
SMS Club 2	.02
SMS Club 3	.02
SMS Club 4	.02
SMS Club 5	.02
Special Olympics Advisor	.02
Speech/Debate Assistant Club Advisor - Roosevelt	.02
Speech/Debate Club Advisor - Roosevelt	.06
Student Advisory Coordinator (1 per Elementary Building)	.03
Student Council Advisor - Roosevelt	.08
Student Council Advisor - Stanton 6th	.02
Student Council Advisor - Stanton 7th	.02
Student Council Advisor - Stanton 8th	.02
Yearbook Advisor - Roosevelt	.10

Athletics	% of base salary
Baseball	
Baseball Coach - Roosevelt	.14
Baseball Coach 9th Grade – Roosevelt	.06
Baseball Coach Assistant - Roosevelt	.10
Baseball Coach Assistant – Roosevelt	.08
Basketball	
Basketball Coach, Boys' - Stanton	.085
Basketball Coach, Boys' – Roosevelt	.23
Basketball Coach, Boys' Assistant – Roosevelt	.16
Basketball Coach, Boys' Assistant – Roosevelt (JV)	.16
Basketball Coach, Boys' Assistant (9) – Roosevelt	.11
Basketball Coach, Girls' - Roosevelt	.23
Basketball Coach, Girls' – Stanton	.085
Basketball Coach, Girls' Assistant – Roosevelt	.16
Basketball Coach, Girls' Assistant – Roosevelt (JV)	.16
Basketball Coach, Girls' Assistant (9) – Roosevelt	.11
Bowling	
Bowling Coach, Head Boys' – Roosevelt	.10
Bowling Coach, Head Girls' – Roosevelt	.10
Cross Country	
Cross Country Coach - Roosevelt	.14
Cross Country Coach - Stanton	.12
Cross Country Coach, Assistant – Roosevelt	.10
Field Hockey	
Field Hockey Coach - Roosevelt	.13
Field Hockey Coach, Assistant – Roosevelt	.08
Field Hockey Coach, Assistant – Roosevelt	.08
Football	
Football Coach - Roosevelt	.25
Football Coach - Stanton	.12
Football Coach, Assistant - Roosevelt	.17
Football Coach, Assistant - Stanton	.10
Football Coach, Assistant (9) - Roosevelt	.12
Golf	
Golf Coach - Stanton	.06
Golf Coach, Boys' - Roosevelt	.12

Golf Coach, Boys', JV - Roosevelt	.07
Golf Coach, Girls' - Roosevelt	.12
Golf Coach, Girls' - Stanton	.06
Golf Coach, Girls', JV - Roosevelt	.07
Ice Hockey	
Ice Hockey Coach - Roosevelt	.18
Ice Hockey Coach Assistant - Roosevelt	.13
Lacrosse	
Lacrosse Coach, Boys' - Stanton	.08
Lacrosse Coach, Boys' – Roosevelt	.14
Lacrosse Coach, Boys' Assistant – Roosevelt	.08
Lacrosse Coach, Boys' Assistant – Roosevelt	.08
Lacrosse Coach, Boys' Assistant – Stanton	.06
Lacrosse Coach, Girls' - Stanton	.08
Lacrosse Coach, Girls' – Roosevelt	.14
Lacrosse Coach, Girls' Assistant – Roosevelt	.08
Lacrosse Coach, Girls' Assistant – Roosevelt	.08
Lacrosse Coach, Girls' Assistant – Stanton	.06
Soccer	
Soccer Coach, Assistant – Stanton	.06
Soccer Coach, Boys' - Roosevelt	.14
Soccer Coach, Boys' – Stanton	.08
Soccer Coach, Boys' Assistant – Roosevelt	.08
Soccer Coach, Boys' Freshman – Roosevelt	.06
Soccer Coach, Girls' - Roosevelt	.14
Soccer Coach, Girls' – Stanton	.08
Soccer Coach, Girls' Assistant – Roosevelt	.08
Soccer Coach, Girls' Freshman – Roosevelt	.06
Softball	
Softball Coach - Roosevelt	.14
Softball Coach, Assistant - Roosevelt	.10
Softball Coach, Assistant - Roosevelt	.08
Swimming	
Swimming Coach - Roosevelt	.18
Swimming Coach, Assistant - Roosevelt	.08
Diving Coach - Roosevelt	.04
Tennis	
Tennis Coach, Assistant Boys' – Roosevelt	.06

Tennis Coach, Assistant Girls' – Roosevelt	.06
Tennis Coach, Boys' - Roosevelt	.10
Tennis Coach, Girls' - Roosevelt	.10
Track	
Track Coach, (Pole Vault) – Roosevelt	.08
Track Coach, Boys' - Stanton	.10
Track Coach, Boys' and Girls' Roosevelt	.16
Track Coach, Boys' Assistant - Roosevelt	.10
Track Coach, Boys' Assistant - Stanton	.08
Track Coach, Girls' - Stanton	.10
Track Coach, Girls' Assistant - Roosevelt	.10
Track Coach, Girls' Assistant - Stanton	.08
Track/Weight Coach, Boys' Assistant - Roosevelt	.10
Volleyball	
Volleyball Coach - Stanton (7th)	.07
Volleyball Coach – Stanton (8th)	.07
Volleyball Coach, 9th Grade Girls' - Roosevelt	.06
Volleyball Coach, Boys' - Roosevelt	.14
Volleyball Coach, Boys' Assistant – Roosevelt	.09
Volleyball Coach, Girls' - Roosevelt	.14
Volleyball Coach, Girls' Assistant - Roosevelt	.09
Wrestling	
Wrestling Coach - Roosevelt	.18
Wrestling Coach - Stanton	.085
Wrestling Coach, Assistant - Girls Coach	.08
Wrestling Coach, Assistant - Roosevelt	.13
Wrestling Coach, Assistant - Stanton	.05
OTHER ATHLETICS	
Athletic Trainer, Assistant (Fall) - Roosevelt	.12
Athletic Trainer, Assistant (Spring) - Roosevelt	.12
Athletic Trainer, Assistant (Winter) - Roosevelt	.10
Athletic Trainer, Head (Fall) - Roosevelt	.12
Athletic Trainer, Head (Spring) - Roosevelt	.12
Athletic Trainer, Head (Winter) - Roosevelt	.10
Fitness Center Coordinator - Fall (Renamed)	.08
Fitness Center Coordinator - Spring	.08
Fitness Center Coordinator - Summer	.10
Fitness Center Coordinator - Winter	.08

C. ADJUSTING SALARY

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

D. ELEMENTARY SPLIT LEVEL CLASSROOM COMPENSATION

A regular elementary classroom teacher teaching a split-level classroom shall receive 7% of base salary additional compensation.

E. MILEAGE REIMBURSEMENT

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

F. MULTIPLE BUILDING ASSIGNMENT STIPEND

Except for those assigned to only Roosevelt and Stanton, staff members assigned to work one or more times per week in more than one building during the same day shall receive two percent (2%) of the base salary per year, except that staff members assigned to work in more than one building during same day for three (3) days per week shall receive 3% of the base salary.

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

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

G. PAYROLL DEDUCTION OF DUES

Without cost to the employee, in accordance with the legal and financial requirements of the Treasurer's Office, and upon written authorization by the employee covered by this Agreement, the Board shall provide payroll deduction for the payment of membership dues to the Kent Education Association. The Association shall provide a list of such deductions to the Treasurer's Office no later than September 15 of each year. The Board shall be held harmless for any improperly deducted claims which may arise from this procedure.

H. PAYROLL DISTRIBUTION

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

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

I. RETIREMENT INCENTIVE

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

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

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

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

If a certified employee is eligible to retire under the provisions of the appropriate public employees retirement system and submits her/his written resignation for retirement, effective at the end of the school year, to the Superintendent prior to January 15 of the school year in which the retirement is being requested, she/he will be entitled to an additional $5,000.00. If a certified employee submits her/his written resignation to the Superintendent between April 1 and May 15 of the school year in which the retirement is being requested, her/his retirement incentive will be reduced by the lesser of $5000.00 or the amount of the retirement incentive per the chart above. If a certified employee submits her/his resignation after May 15, she/he will not be eligible for a retirement incentive payment.

J. SALARY DEFERRAL PROGRAM

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

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

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

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

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

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

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

K. EXTENDED TIME

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

L. SEVERANCE PAY

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

1. One day severance pay for each four (4) days of accumulated sick leave (up to 200 days' accumulation) for a maximum of 50 days.

2. In addition, one day severance pay for each nine (9) days of accumulated sick leave over 200 days for the next 270 days' accumulation for a maximum of an additional 30 days.

3. This represents a maximum total of 80 severance pay days.

Upon verification of retirement from the State Teachers Retirement System, teachers who elect to retire and meet the requirements of ORC 124.39 shall receive payment in full within thirty (30) days. Such payment shall be based on the employee's per diem rate of pay in effect at the time of retirement. The per diem rate of pay shall be calculated without extended time or supplemental pay included. Such payment shall be made upon verification of retirement by the appropriate retirement system.

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

M. SEVERANCE PAY AND RETIREMENT INCENTIVE PAY DEFERRAL PLAN

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their severance pay and/or retirement incentive pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired employee; and in accordance with the Severance Pay section of this Agreement, such payment shall likewise eliminate all sick leave credit of the retired employee. For purposes of this Section, this arrangement is referred to as the "403(b) Plan".

2. The terms of the 403(b) Plan shall, at a minimum, include the following:

    a. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:

        i. The member is entitled to severance pay and/or retirement incentive pay under this Agreement, and

        ii. The member's last day of employment is after the calendar year the member is age 54.

    b. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan at the time or times otherwise provided for payment of severance pay and/or retirement incentive pay under this Agreement.

    c. In the calendar year of retirement, or in any other calendar year, the total amount of severance pay and/or retirement incentive pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).

    d. To the extent that a member's severance pay exceeds the maximum contribution allowable under the 403(b) Plan for any calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. If there is any remaining excess, it shall be paid in cash to the retiring member.

    e. A member who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at

that time of the employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

f. If a member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to a Beneficiary of the member in accordance with the terms of the 403(b) Plan provider's contract.

3. Any member who is entitled to severance and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance and/or retirement incentive payments in accordance with this Agreement. The member may elect to defer such payments to a TSA as permitted by law and Board policy.

4. All contributions under the 403(b) Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a member.

N. SUMMER SCHOOL

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

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

Curriculum rate 2026-27 school year plus summer 2027

Teacher Years of Experience	Hourly Rate
0	$22.13
1 through 3	$26.31
4 through 7	$30.61
8 and over	$35.07

Curriculum rate 2027-28 school year plus summer 2028

Teacher Years of Experience	Hourly Rate
0	$22.74
1 through 3	$27.03
4 through 7	$31.45
8 and over	$36.04

Curriculum rate 2028-29 school year plus summer 2029

Teacher Years of Experience	Hourly Rate
0	$23.40

1 through 3	$27.84
4 through 7	$32.36
8 and over	$37.09

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

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

O. SUPPLEMENTAL SALARY PAYMENT OPTION

Each certificated person who is employed under a regular teaching contract and who is granted a supplemental contract for other than extended time duties, shall be paid the supplemental salary in a separate lump-sum payment at the end of the season/activity, with a regularly scheduled salary payment. If the season/activity covers the entire length of the school year the payments shall occur with the regularly scheduled salary payments.

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

P. SUPPLEMENTAL COMPENSATION FOR STUDENT-TEACHER MENTORING

1. A public or private college or university may provide a cash payment to the Kent City School District for a KEA professional staff member's services as a mentor of a student teacher, and such college or university will determine the amount of the payment due the School District (each college or university may determine a different amount).

2. For each KEA member who provides services as a mentor, such college or university may make a payment to the "Kent City School District" in an amount predetermined by that college or university as compensation for hosting such student teacher within the scope of the KEA member's general performance of professional duties.

3. The KEA member shall receive a stipend from the college or university payment to the Kent City School District. The stipend amount shall be calculated by deducting, from the college or university payment, the School Board share of any applicable fringe benefits (e.g., retirement in STRS, Medicare, Worker's Compensation, etc.) in order to achieve no cost to the School Board.

4. After the payment is received from the college or university, the stipend will be calculated and included in a regular payroll check, but only as soon as practicable and upon demonstration of successful completion of the responsibilities associated with the Student-Teacher Mentoring. The gross amount of the stipend shall be subject to appropriate payroll withholding amounts (e.g., federal tax, state tax, city income tax, employee share of retirement in the State Teachers Retirement System, and employee share of Medicare).

5. The School Board will not be required to post supplemental positions of this type.

6. This is an ongoing solution to an issue raised by an Ohio Ethics Commission advisory opinion, issued in June 2011, and it will continue while such opinion is still in effect or until such opinion is changed or revoked.

Q. MENTOR COMPENSATION

Any teacher who is assigned to be a mentor teacher will be compensated as such: Year One: One hour per week (36 weeks) paid at the curriculum rate.

Year Two: One hour every other week (18 weeks) paid at the current curriculum rate.

Stipend to be paid at the end of each school year after mentor teacher has turned in proper documentation of hours.

ARTICLE III. INSURANCE PROGRAM

A. COMPREHENSIVE MAJOR MEDICAL- Effective 01-01-2027

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

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

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

Effective January 1, 2027

Comprehensive Major Medical

Overall Annual Maximum	Unlimited

Calendar Year Deductible Amount

Network - 2027 (Year 1)	Individual $315
Network - 2028 (Year 2)	Individual $330
Network - 2029 (Year 3)	Individual $350
Network - 2027 (Year 1)	Family $630
Network - 2028 (Year 2)	Family $660
Network - 2029 (Year 3)	Family $700
Non-Network	Individual $800
	Family $1600

Coinsurance (paid by the Plan)

Network	80% of the allowed amount
Non-Network	60% of the allowed amount

Coinsurance Maximum

Network	Individual $1,100 Family $2,200
Non-Network	Individual $4,100 Family $8,200

Network/Non-Network Integration – Costs incurred for a non-network provider will only apply to the non-network deductible, coinsurance limits and vice versa.

When admitted to an In-Network Hospital all services administered by the facility and physicians attached to that facility shall be paid according to the In-Network schedule of benefits.

Out-of-Pocket Maximum (*Includes coinsurance paid by the employee, medical copayments and the calendar year deductible amount*)

Network	Individual $3,000 Family $6,000
Non-Network	Individual - Unlimited Family - Unlimited

Benefit Limits & Maximums (subject to Overall Annual Maximum)

Spinal Manipulation Treatment	20 visits per Calendar Year
Treatment of Infertility	No coverage for treatment of infertility; *(Coverage will include tests and treatment necessary to determine diagnosis of infertility.)*
Outpatient OT & PT	40 visits combined per Calendar Year
Outpatient Speech Therapy	20 visits per Calendar Year

Physician Office Visits (non-routine)

Network Primary Care	$20 co-pay per visit
Network Specialty Care	$50 co-pay per visit
Telemedicine	$20 co-pay per visit
Non-Network	Subject to deductible and coinsurance

Physician Office Visits (preventative care as defined by Affordable Care Act)

Network	covered 100%/$0 co-pay per visit
Non-Network	$25 co-pay per office visit; *other wellness services are subject to deductible and coinsurance*

Urgent Care Services

Network	$50 co-pay per visit
Non-Network	Subject to deductible and coinsurance

Emergency Room Services

Network & Non-Network	$200 co-pay per visit then subject to deductible and coinsurance. *Co-pay is waived if admitted to the hospital from the emergency room.*

Emergency Room Services (NON-EMERGENCY USE OF)

Network	$425 co-pay per visit then subject to deductible and coinsurance.
Non-Network	$425 co-pay per visit then subject to deductible and coinsurance.

The Plan shall follow insurance industry accepted plan exclusions including, but not limited to: Genetic testing as a preventive routine benefit; residential care rendered by a residential treatment facility; elective care rendered outside the U.S.

B. DENTAL INSURANCE

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

1. The charges must be part of a Dental Treatment Plan which, before the procedures are performed, has been submitted to the insurance company and reviewed and returned to the dentist showing estimated benefits.

2. Submission of a Dental Treatment Plan will not be needed if less than $300.00 of charges are involved or if there is a dental emergency.

3. $2000 maximum per year per individual (not including orthodontics) for covered services; $2,500 maximum lifetime on orthodontics.
4. $50.00 deductible per year per individual; $100.00 deductible per year per family.

5. Inclusion of dental implants paid at 80% of reasonable and customary charges; subject to annual maximum benefit per individual.

Preventive Care Service benefits shall be as follows:

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

2. Prophylaxis (including scaling and polishing) for persons age 14 and over (and limited to no more than two treatments in any one calendar year).

3. Two (2) fluoride treatments in a calendar year.

4. Sealant treatments recommended by a dentist.

5. Space maintainers and their adjustments, limited to initial appliance only (for children under 16).

6. Dental examinations and x-rays (limited to two visits per calendar year).

C. FLEXIBLE SPENDING PLAN

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

D. INSURANCE COVERAGE OF DEPENDENTS

For purposes of insurance coverage, a dependent includes a child from birth to age twenty-six as defined in the eligibility section of the Summary Plan Description.

If both husband and wife are eligible as an Insured Person, they shall have the option to elect two single plans or one family plan. If a family plan is selected, that person's spouse shall be eligible as an Insured Person for Life Insurance and Accidental Death and Dismemberment Benefits and as a Dependent for Medical, Dental, Prescription, and Vision Benefits. If the spouse who is the Insured Person for all benefits terminates employment or loses coverage, the remaining spouse, if eligible as an Insured Person (i.e., meets minimum employment contract requirements to be eligible for insurance coverage), will become eligible for all benefits if enrollment is within 31 days of eligibility. If two single plans are selected, neither employee shall be eligible for waiver payment under subsection L.8. below.

E. INSURANCE REVIEW BOARD

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

F. LIFE INSURANCE

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

G. MENTAL HEALTH AND SUBSTANCE ABUSE

In accordance with Federal Mental Health Parity requirements, the plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.

H. PHYSICAL EXAMINATION EXPENSE BENEFIT

The Plan will cover a complete physical examination and a complete medical history once every calendar year for each covered employee. .Expenses incurred for diagnostic services will be subject to the provisions of the Comprehensive Major Medical Plan. The physical examination shall not be scheduled during the working day.

I. PREMIUM PAYMENT

Each employee on a greater than 50% contract shall pay the lesser of 15% of the monthly premium for single/family coverage or a maximum of the yearly caps listed below.

Year	Family Premium Cap	Single Premium Cap
2026-27:	$399.00	$160.00
2027-28:	$440.00	$175.00
2028-29:	$485.00	$195.00

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

In the event of an insurance premium increase, if the employee will not be receiving subsequent

paychecks to cover the adjustment for the additional premium, then the employee shall pay the premium increase to the Board.

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

J. PRESCRIPTION

Retail Drug Program:

The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a thirty (30) day supply of a prescription drug under the Retail drug program. Effective July 1, 2014, the prescription drug coverage will include a formulary. Periodically our pharmacy benefit manager updates the prescription drug clinical management programs which will be integrated into the prescription drug plan. Both formulary and non-formulary drugs are covered, but at different levels of co-pay by the employee. The prescription drug plan provider will establish the formulary list of drugs and the employee co-payments shall be as follows:

Out-of-Pocket Maximum for Rx only

Network	Individual $5,150 Family $10,300
Non-Network	Does Not Apply

If the total cost of a prescription is less than the required copay below, the member will pay only the total cost of that prescription:

Generic	$9.00 co-pay per 30 day supply
Formulary	$35 per 30 day supply
Non-Formulary	$60 per 30 day supply
All Specialty Drugs (Bio-Logic)	$120 per 30 day supply

Mail Order Drug Program:

Prescriptions may be delivered directly to the member's home from the prescription drug plan provider via the Mail Order drug program. Covered drugs furnished by the prescription drug plan provider will be subject to the co-pays listed below, for up to a 90-supply, of a maintenance medication, when authorized by the prescriber.

Generic	$20.00 co-pay per 90 day supply
Formulary	$70 per 90 day supply
Non-Formulary	$120 per 90 day supply

Generic Incentive:

For both Retail and Mail Order fills, if the member or physician requests a brand name drug and a Generic equivalent exists, the member will pay the brand co-pay, plus the difference between the cost of the Generic and the brand-name drug, regardless of any "dispense as written/DAW" notation by the physician or the member. The prescribing physician may submit a request to have the difference between the cost of the generic drug and the brand-name drug waived due to medical necessity. If the request is approved by the Pharmacy Benefit Manager, the difference will be waived and only the applicable brand copay will apply.

The prescription drug co-payments paid by covered members will accumulate to a separate out-of- pocket maximum as defined by the Affordable Care Act.

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

K. VISION INSURANCE

For the eligible expenses below, vision insurance shall be 80% of reasonable and customary charges, up to a maximum payment of $500.00, once every calendar year for each covered person.

Eligible expenses:

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

L. WAIVER OF INSURANCE

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

1. Employees must waive all phases of the plan except for life insurance.

2. Employees must show proof of outside medical insurance coverage.

3. Employees must inform the Treasurer's Office in writing by August 15 of each year or, in the case of new employees, within 10 days of the beginning date of employment, of their intention to waive coverages for the school year. Written notice shall be on a waiver form provided by the Board.

4. The lump-sum salary payment for the waiver, subject to all required payroll deductions, shall be $1,800.00 for the family plan and $1,125.00 for the single plan based on 12 months. For a new employee whose period of waiver time is less than 12 months, the lump sum salary payment will be prorated on a monthly basis.

5. Employees and their eligible dependents who enroll in the insurance plan during the month of August (the annual open enrollment period) will not be subject to pre-existing condition limitations.

6. During the school year, an employee may re-enroll in the insurance plan if he/she loses the outside medical insurance coverage because of a divorce, dissolution, or death of a spouse or because of involuntary loss of insurance coverage. Proof of loss of insurance due to these circumstances must be submitted to the Treasurer's Office within 31 days of termination of the outside insurance coverage.

7. The lump sum salary payment for waiver of insurance coverage shall be made to the

employee on the second pay date in August after the school year of waiver. However, if the employee's final paid day of employment is before the end of the school year, or if the employee is granted an unpaid leave of absence (except under the Family and Medical Leave Act) during the school year, or if re-enrollment occurs under Item #6 above, the employee will not receive the lump sum salary payment for waiver of insurance coverage.

8. If both husband and wife are eligible as an Insured Person and have a family plan, only the one with lesser seniority of employment with the Board of Education shall be eligible for the lump sum salary payment for waiver of insurance, provided that both spouses are employed by Kent City Schools.

M. WELL CHILD CARE

Charges for Well Child care for a Dependent child shall be paid in accordance with Affordable Care Act requirements.

N. WELLNESS SCREENING

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

O. SCHOOL EMPLOYEES HEALTH CARE BOARD

The Insurance Program shall comply with OAC Chapter 123-6, including any best practices promulgated by the School Employees Health Care Board.

P. SPOUSAL COORDINATION OF BENEFITS

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization, or non-Medicare eligible retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than January 1, 2015.

If a spouse is working as a partner for a firm, or is an LLC associated with a firm, and that spouse is eligible to participate in his or her associated firm's healthcare and/or prescription drug (as partners or LLCs associated with that firm), that spouse must enroll in such coverage no later than January 1, 2015.

This requirement does not apply to any spouse who:

- Is not employed and not eligible for non-Medicare retiree group health insurance; or
- Works less than 20 hours per week and is required to pay 50% or more of the single premium to participate in his/her employer's, business', organization's or retirement plan's group health insurance coverage and/or prescription drug insurance; or
- Is non-working and eligible for Medicare (unless the eligibility for Medicare is due to End Stage Renal Disease); or
- Is working for an employer with less than 20 employees (includes full-time plus full-time equivalents) and is Medicare eligible (unless the eligibility for Medicare is due to End Stage Renal Disease).
- Is retired and eligible for non-Medicare retiree group health insurance and is required to pay 100% of the single premium to participate in his/her retirement plan's group health

insurance coverage and/or prescription drug insurance.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by Kent City School District will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by Kent City School District.

It is the employee's responsibility to advise the Kent City School District Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after January 1, 2015. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in Kent City School District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by Kent City School District. Additional documentation may be required.

If an employee submits false information, or fails to timely advise the Plan of a change in their spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which their spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, their spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. Any employee who submits false information may be subject to disciplinary action, up to and including termination of employment.

ARTICLE IV. ABSENCES FROM WORK

A. ADOPTION LEAVE

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

Upon the recommendation of the Superintendent, an extended leave of absence for adoption

may be granted by the Board of Education in accordance with the Leave of Absence (Extended Time) provisions of this agreement.

B. ASSAULT LEAVE

Any employee who is physically assaulted by a non-employee while performing assigned duties shall be granted a paid leave of absence for the period designated by the employee's licensed physician, not to exceed thirty (30) school days, and said days shall not be deducted from Sick Leave. If an employee assaults another employee, assault leave as outlined above may be granted by the Superintendent. If additional days are needed, based upon the statement by the licensed physician, additional absence will be deducted from the employee's Sick Leave.

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

1. Report the incident to the building principal by completing the assault report form as soon as possible, and the application for assault leave is to be filed within five (5) school days of the alleged assault; or if hospitalized, within five (5) school days after release.

2. File a police report and cooperate with the legal authorities in any prosecution.

3. Obtain medical attention and secure a certificate from a licensed physician stating the nature of the disability and its duration.

C. CAREER CHANGE LEAVE

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

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

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

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

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

D. JURY DUTY

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

Upon written verification of attendance, the Board of Education shall pay the employee their

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

E. LEAVE OF ABSENCE (EXTENDED TIME)

1. Upon the recommendation of the Superintendent, an extended leave of absence may be granted by the Board of Education:

    a. because of personal illness or illness within the immediate family,
    b. for purposes of study, or
    c. for other just and sufficient cause.

2. Except for personal illness and illness within the immediate family, a leave of absence will not be requested until after two years' service in the school system. In the case of Family Medical Leave Act (FMLA), the employee must have worked at least 1,250 hours over the previous 12 months. An extended leave of absence may be granted up to one full school year, and may be renewed for not more than one additional year. No more than two years' extended leave will be granted within a five-year period.

3. If the administration expects the employee's extended leave of absence to continue through the end of the school year, on or before March 1 a request for a letter of intent for the following school year shall be sent by certified mail to the employee's residential address on file in the district office. The employee shall submit the letter of intent by certified mail to be received no later than April 1 and will indicate one of the following options:

    a. a commitment to return to work next school year,
    b. a request for an extension of a leave of absence, or
    c. a letter of resignation.

4. If the letter of intent is not received by the district office on or before April 1, the employee's contract may be nonrenewed/suspended and his/her position filled.

5. During this period of absence, the applicant will not accrue sick leave credit and will not be entitled to salary or fringe benefits. However, the applicant may choose to keep his/her already awarded, pre-existing insurance in effect for up to 18 months through COBRA by reimbursing the Board of Education for maintaining coverage.

6. Applications for an extended leave of absence will be submitted to the superintendent, except in an emergency, at least thirty (30) days prior to the beginning of such leave. The application will contain a date on which the leave is to commence, and if less than the remainder of a school year, the expected date of return to service. Except at the request of the Superintendent, such date of return to service will be at the beginning of a grading period.

7. Tenured teachers on leave of absence may request an appointment to discuss their returning assignment preferences prior to an assignment being made.

8. When an eligible employee submits a written request for an extended leave of absence for circumstances covered by the federal Family and Medical Leave Act of 1993 ("FMLA"), such request shall be considered a request for leave pursuant to the FMLA. Such request must be granted if the employee is entitled to take FMLA leave, but only to the extent that the FMLA requires such leave to be granted. Such leave shall then be counted toward the amount of unpaid leave to which the employee is entitled by virtue of

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

a. The "12-month period" for purposes of the FMLA shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave, except that such measure may not extend back before December 31, 1993.

b. If an eligible employee has accrued some type of paid leave, and should the employee elect NOT to use the full amount of paid leave available to them, the employee shall inform the Personnel Director and District Treasurer in writing. Otherwise, such paid leave shall be substituted for unpaid FMLA leave in the following order:

    i. If accrued, sick leave shall be substituted for unpaid FMLA leave taken because of the (1) the employee's own serious health condition: or (2) to care for a family member with a serious health condition: or (3) up to seven (7) weeks of accrued sick leave or unpaid FMLA for maternity/paternity leave after the date of delivery for routine delivery and up to nine (9) weeks after the date of delivery for Cesarean delivery.

    ii. If accrued, personal leave shall be substituted for unpaid FMLA leave taken because of the employee's own serious health condition or to care for a family member with a serious health condition, or for maternity/paternity leave within the limits listed in Section i. above.

c. When paid leave is substituted for unpaid FMLA leave, as provided for above, the paid leave shall be counted toward the employee's entitlement to unpaid leave under FMLA, if any such entitlement exists.

d. An employee returning from FMLA leave shall be restored to a position for which he/she is properly certificated and that provides pay, benefits, and other terms and conditions of employment that are equivalent to the position that the employee held prior to taking the FMLA leave.

e. If an eligible instructional employee requests intermittent or reduced schedule FMLA leave to care for a family member with a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to choose either to:

    i. Take leave for a block or blocks of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed; or

    ii. Temporarily transfer to an available alternative position for which the employee is

qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

f. Unpaid FMLA leave will not interrupt continuous service for seniority credit, but will not be counted in the total years for such continuous service.

F. LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT

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

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

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

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

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

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

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

G. PERSONAL LEAVE

Three days' leave without deduction from pay and not chargeable to accumulated sick leave may be granted for personal reasons with the approval of the Superintendent. From September 8th to April 30th no formal reason needs to be given.

Personal leave days taken before September 8th or after April 30th will be considered for approval under the following categories (#1 - #17):

1. **Religious observance
2. Court appearance
3. Death of a relative or close friend (not covered by sick leave)
4. Wedding of the employee or a member of the immediate family or participation as the member of a wedding party
5. College visitation with employee's son or daughter who is a junior or senior for the purpose of college admission
6. Graduation of the employee or a member of the immediate family
7. Moving son/daughter in/out of college
8. Employee moving to new residence
9. Retirement planning appointment for employee/spouse with the appropriate retirement system
10. Assisted living or nursing facility visit for the purpose of placement of a member of the immediate family
11. Estate closure of immediate family member
12. *Important business transaction*
13. *Travel complications beyond the control of the individual*
14. *Unforeseen personal emergency*
15. *Chaperoning field trip of son/daughter or attending special event or conference of school-age son/daughter*
16. In lieu of sick leave which has been exhausted
17. Birth of grandchild

Additional reasons to be specified

A maximum of two (2) additional paid days may be requested during any one (1) school year for religious holidays which are not recognized in the school calendar. The bargaining unit member must submit to the member's Principal a written request for the paid religious holiday leave at least one (1) month prior to the requested leave.

All unused personal leave will be converted to sick leave on a one-to-one basis at the end of each school year.

With the exception of reason number 13, 14, and 17, a minimum of a 48 hour notice required unless approved by superintendent or designee.

H. PROFESSIONAL LEAVE GUIDELINES

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

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

2. The following steps must be completed when applying to attend a professional meeting:

a. Submission of application to the building principal.
b. Coordination of requests by the building principal.
c. After the building principal has made a written recommendation on the application form, the application will be forwarded to the Superintendent or designee for final action at least three work days before the meeting date.

3. Trips shall be rotated in the department or grade level, when deemed necessary by the department chairperson, when applicable, and the building principal.

4. Limitations shall be placed on the following:

   a. Expenses - a maximum amount shall be set annually by mutual agreement of the Superintendent and KEA President for lodging and meals. When possible, travel and lodging expenses shall be shared. Meals will be reimbursed only if the approved professional leave trip includes overnight travel.

   b. Out-of-state meetings - Upon recommendation of the building principal, out-of-state meetings will be considered if:

      i. Current membership in the organization sponsoring the meeting can be verified. Such verification must accompany the professional meeting request form.

      ii. Conference is not sponsored by an organization offering membership to teachers but is professionally justified.

      iii. A maximum allocation of two percent (2%) of the base salary will be allotted for each out-of-state trip.

5. Number of days per person - The total number of days granted in one school year shall not exceed six (6), with the exception of the following:

   a. Applicants who are officers of professional organizations
   b. Applicants who are scheduled to present in the program
   c. Discretion of the Superintendent or designee to request personnel to attend professional meetings, etc.
   d. Applicant to attend local or nearby meetings where expense is minimal.

6. A staff member who requests professional leave on a day when local staff inservice is scheduled must submit the request at least 30 days before scheduled inservice. The Superintendent or designee may approve or reject such a request based on the program plans of the district for that day.

7. It is the responsibility of the building administrators to follow district procedures to seek substitute coverage for staff members on approved leave for professional development.

8. Professional leave may not be taken during parent/teacher conferences or Open Houses.

I. RELEASED TIME, KEA PRESIDENT

The Board of Education agrees to provide released time for the President of the Kent Education Association of not less than fifty (50) minutes daily, which shall be separate from the President's instructional planning time.

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

J. SICK LEAVE

Employees earn sick leave credit at a rate of 1.25 days of sick leave per month (Ohio Revised Code 3319.14). Sick leave credit is awarded at the end of each month of service with unlimited accumulation. Maximum use in any one school year is limited to 184 days. A first-year teacher is advanced five (5) days of sick leave from July through October, until the employee has actually earned the five (5) days.

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

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

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

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

K. SICK LEAVE BANK

I. Effective July 1, 2023, the number of days in the sick leave bank shall be reduced by returning one (1) donated sick day to each current employee that has contributed to the current bank. All certified staff (including future hires) will be included in the sick leave bank until it is reduced to 20 days, at which time the provisions for the sick leave bank shall revert to those outlined in Section ii below.

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

If a member is absent due to: (1) catastrophic personal illness/injury, or (2) catastrophic illness

in the immediate family who are members of the same home, or (3) a situation where the Association President and the Superintendent agree that the employee is the primary health care giver of an immediate family member who is suffering from a catastrophic personal illness/injury, and the member has exhausted all of his/her accumulated sick leave and personal days, the member could request to draw up to twenty days per school year from the Sick Leave Bank. If a member has two full years of service in the Kent City Schools, she may request up to a lifetime maximum of ten days for maternity leave.

The Superintendent and KEA President will mutually review and determine the number of days which may be granted. All Sick Leave Bank days must be approved by the Superintendent and the KEA President; their decision will be final and binding and will not be grieveable, and is not based on past decisions or will not become a precedent for future requests.

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

L. MILITARY LEAVE

With the approval of the Superintendent, a member of the bargaining unit will be paid for up to five (5) work days immediately prior to military deployment, or up to five (5) work days immediately after military post-deployment, of a spouse, child, or parent of the bargaining unit member. If such a leave is approved and used, it shall be counted toward the member's entitlement to leave under the federal Family and Medical Leave Act of 1993 ("FMLA"), if any such entitlement exists. The Superintendent may grant up to five (5) work days of additional Military Leave due to extenuating circumstances. Any amount of paid Military Leave shall also be deducted from the member's accumulated sick leave. If the member does not have a balance in their personal sick leave, the Military Leave shall be unpaid.

ARTICLE V. PERSONNEL: APPOINTMENTS, ASSIGNMENTS AND TRANSFERS

A. NOTIFICATION OF ASSIGNMENT

Each year, full-time certificated staff members under contract shall be notified in writing of tentative building, grade level, and/or subject assignments by the final records day. After said date, as additional staff is hired, assignments will be given as soon as practicable. If, after receipt of notice of assignment, conditions dictate an assignment change, the teacher/teachers involved shall be notified of the change as soon as practicable. The Board retains the right to exercise ORC 3311.81 for limited non-renewal notification before June 1.

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

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

B. ALL SUPPLEMENTAL POSTINGS

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

C. TEACHER EMPLOYMENT

Subject to ratification and/or approval by the Board of Education, any new teacher hired on a teacher contract will be placed on the salary schedule and will receive salary and benefits beginning with his/her first day of professional responsibility. The Board reserves the right to afford the new teacher the opportunity to observe and participate in the classroom setting prior to assuming classroom responsibilities. The new teacher will be compensated as a substitute for his/her transition time. In establishing a salary when a teacher is appointed, full credit will be granted for the first ten (10) years of teaching experience, and one-half (1/2) credit will be granted for experience in excess of ten (10) years. Full credit will be granted for Kent experience of at least 120 days in a school year. No credit will be granted for fractional years of experience calculated under this formula. Teaching experience must have consisted of a minimum 120 days at a minimum of 4½ hours a day.

Effective beginning with July 1, 2014, any teacher who has a contract for 51% or more, during the 2013-2014 school year or thereinafter shall earn a full year's credit.

D. POSTING/TRANSFER PROCEDURES

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

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

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

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

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

In May, principals shall determine need for transfers.

In May, transfers within buildings may be filled.

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

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

1. All certified personnel, employed under a regular teaching contract, who have requested a transfer through the district intent form, shall be interviewed, along with selected outside candidates, for openings in which s/he has indicated an interest and for which s/he is certified.

2. All certified personnel, employed under regular teaching contract, who respond to postings, shall be interviewed for position(s) prior to hiring new personnel. Teachers regularly employed as part-time classroom teachers who apply will be interviewed for full-time vacancies or vacancies with greater employment time than their current position.

3. Any certified personnel who did not indicate a desire for a transfer on the district intent form must respond in writing to a posting to the appropriate Central Office administrator.

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

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

1. Certification
2. Major and/or minor fields of study
3. Peer relationships/suitability with department or grade level
4. Personality suitable for setting/students
5. Quality of teaching performance based on accumulated evaluations
6. Seniority*
7. Teacher's area of competence

These criteria, together with student needs, instructional requirements, staff availability, and economic considerations, shall determine teacher placement.

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

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

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

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

E. CLASS SIZE

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

1. Assignment of pupils to buildings and classrooms is the statutory responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, educational or curricular considerations, and other factors the Superintendent determines necessary. District-wide pupil-teacher ratios will be at least in compliance with minimum statutory requirements.

2. Maximum limits for teacher load and class size should take into account the variety of teaching/learning styles necessary for high quality instruction in each of the various subject fields and/or grade levels. When placement of a special education student in a regular classroom is being considered, the potential classroom teachers will be invited to participate as members of the IEP team. As IEP's dictate, appropriate special education support services will be available.

3. In compliance with State guidelines (OAC 3301-35-03), the ratio of teachers to pupils on a district wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. The ratio of teachers to pupils in second through fourth grade on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership.

   The ratio of teachers to pupils in kindergarten and first grade shall be at least one full-time equivalent classroom teacher per twenty pupils on a district-wide basis in average daily membership. If the ratio of teachers to pupils in kindergarten or first grade exceeds twenty pupils on a district-wide basis in average daily membership, the district shall provide either additional part-time tutor support or an additional full-time teacher for certain classes in kindergarten or first grade as determined by the district, at the sole discretion of the Superintendent, in consultation with the Kent Education Association President.

4. Class sizes at all grade levels K-5 should be as balanced as practicable.

5. Building administrators will balance each year's work duties and responsibilities across teachers within a department, grade level or building with the understanding that scheduling issues, enrollment, teacher certification and available teacher supports may not always allow for balance.

6. Each teacher is encouraged to report special problems, situations, or ideas to the building principal. If necessary, the teacher may then request a conference with the appropriate Central Office administrators.

F. CORRECTIVE ACTION PROCEDURES

1. In the event of an infraction by a bargaining unit member of the Board Policy Book, Faculty Handbook, or the collective bargaining agreement, and if such infraction is deemed unprofessional or an act of insubordination, it shall be the practice of the Board to apply these procedures, statutes of the state, and the regulations of the district with equal consideration to each bargaining unit member.

2. No bargaining unit member shall be disciplined without just cause.

3. Disciplinary action may consist of five (5) progressive steps and shall only be for just cause. It is understood that some acts or the severity of the act itself may warrant Step 2, a letter of reprimand, or it may warrant an immediate suspension beginning at Step 3, or it may warrant an immediate suspension beginning at Step 4, as listed below.

   First Step: A conference to discuss the infraction or behavior in question between the bargaining unit member and the member's building administrator. The member may request KEA representation at this conference. This conference shall be private and confidential. At the conclusion of a conference, the conference shall be documented as a Letter of Documentation by the building administrator and remain in the building-level file where the meeting was initiated. A copy of the Letter of Documentation shall be given to the staff member, the Director of Personnel, and with the consent of the member, the Association president.

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

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

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

Fifth Step: Indefinite term of suspension with or without pay.

4. Letters of Documentation will remain in the file of the building administrator and be removed from the building-level file only as allowed by law, but no sooner than 2 years after the initial meeting occurs. Letters of Documentation will not travel with members who are reassigned to new buildings.

   Records of discipline at Steps 2 through 5 will be removed from the bargaining unit member's personnel file only as allowed by law, but no sooner than 2 years after being imposed. Such written records shall be destroyed in accordance with law and the original given to the bargaining unit member.

5. The bargaining unit member has the right to begin the Grievance Procedure as outlined in this Negotiated Agreement at any time during this Disciplinary Procedure. If mutually agreed upon by the Superintendent and Association president, an informal meeting with both parties and their legal counsel may be convened to avoid the formal grievance procedure.

G. ELEMENTARY SPECIAL AREA PREPARATION AND PERFORMANCE TIME

For salary calculation purposes a 100% contract for special area teachers shall be based on a six (6) day rotation with a 450 minute contractual day, for a total of 2700 minutes.

All elementary special area teachers who are less than 100% shall be compensated for 20 minutes of preparation time before the start of their first class and 20 minutes of time after their last scheduled class.

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

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

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

Upon submission of a timesheet approved by the principal, an elementary special area instructor (art, music, physical education, library/media) shall be paid up to ½ day at the curriculum study rate for additional time worked in preparation for an event which takes place during the school year.

If any special area instructor has multiple building assignments, he/she shall be given the option

of one additional work day, at the end of the year, at the curriculum study rate to complete end-of-the-year responsibilities.

H. EVALUATION

The Board and Association acknowledge that the overarching purposes of the Ohio Teacher Evaluation System 2.0 is to serve as a tool to advance the professional growth of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement. The goal of the evaluation process is not to address corrective action items. If corrective actions are addressed in the evaluation, steps 1 & 2 of the CAP must have occurred in the evaluation year or if the corrective action went to steps 3-4-or-5.

In the event the teacher evaluation procedure is no longer mandated by the Ohio Department of Education, a committee appointed jointly by the Superintendent and the KEA President will, at the request of either the KEA President or the Superintendent, review and may propose modifications in the teacher evaluation procedure every four years. Any proposed modifications in the evaluation procedure will be submitted by the committee to the Superintendent and the KEA President for review and assessment.

The KEA and the Board agree that the teacher observation and evaluation procedures developed under this provision shall exclusively govern the observation and evaluation of the members of the bargaining unit represented by the KEA and shall supersede the observation and evaluation procedures contained in and referenced in Ohio Revised Code Sections 3319.11, 3319.111, 3319.112, 3319.16, 3319.61, ORC Chapter 4117, OAC 3301-35-05.

Regularly scheduled evaluations shall be written by the principal, assistant principal, or Superintendent's designee (must be employed as an administrator, Dean of Students, or Athletic Coordinator) in the teacher's home school with input from the other building principal(s).

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

I. PREPARATION AND PERFORMANCE TIME

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

Pre-school teachers shall receive two release days to complete Child Outcomes Summary (COS) reports and one additional release day for spring conferences.

At the conclusion of the school year aides shall be retained for one additional day to support the pre-school teacher with year-end duties.

In addition the pre-school teacher has the option for two additional days compensated at the tutor rate to complete required reports.

Teachers will use conference period in study, lesson preparation, library use, student or parent conference, department and/or team meetings, tutoring, or other school-related work activities. The secondary principals shall schedule split duty assignments when possible. Without

disrupting the special area teachers' schedules, the elementary building principals shall attempt, but not guarantee, to schedule special subjects giving the classroom teacher a planning/preparation conference period each day.

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

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

One early release day at or near the end of the first three grading periods shall be used by teachers for record keeping.

Each Intervention Specialist shall be granted a release day to develop and write IEP's based on the following case loads:

09 -13 IEP's =1 release day*
14+ IEP's = 2 release days*

*IEP's that are written

J. PREVIOUSLY RETIRED TEACHER (PRT)

1. The Board may, under appropriate circumstances, find it necessary to fill one or more certificated bargaining unit vacancies with a previously retired applicant (i.e. a person retired from any school district in Ohio, including the Kent City School District.). Such applicants will be known as previously retired teachers (PRT). The following conditions shall apply:

    a. PRT's shall be bound by all terms of the bargaining unit contract in effect at the time of their employment, except for those specifically exempted by this section.

    b. For the purposes of salary placement, a PRT will be credited with all earned training/education, up to and including a Master's Degree, and shall be granted five (5) years service credit upon re-employment. For contract purposes, a PRT shall be considered a new employee.

    c. PRT's will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

    d. With Board approval, PRT's may be re-employed from year to year under limitations described above. Each subsequent consecutive year of re-employment as a PRT will not be granted additional service on the salary schedule.

    e. For purposes of reduction in staff, any positions held by PRT's in such areas to be reduced shall be the first positions to be eliminated and PRT's will not be eligible for recall. PRT's will not accrue any seniority, nor shall they be eligible for continuing contract status.

    f. PRT's shall not be eligible to participate in a contractual retirement incentive program, or for severance pay upon separation from employment.

    g. PRT's shall not be eligible to purchase health and life insurance benefits offered

by the Board to its regular certificated employees, nor shall they be eligible for any insurance waiver payment.

h. Any Kent City Schools retirement incentive payment for which the previously retired teacher is eligible upon initial retirement from the Kent City School District may be paid, at the Superintendent's discretion, in two (2) annual installments.

i. A PRT may be hired only when the Board determines that an equally qualified candidate has not applied for the vacancy.

j. Unless mutually agreed upon by the Superintendent and KEA President, the total number of PRT's hired each year shall not exceed 2% of the previous year's total number of certified staff.

K. SUBSTITUTE COVERAGE

At the start of each school year, in every elementary building, one part-time tutor (23.75-24.0 hours/week) will be assigned to assist with academic and behavioral support and/or interventions in kindergarten classrooms. This tutor may be reassigned within the building at the discretion of the elementary principal beginning the first day of the second grading period.

In addition, if a principal informs the superintendent or designee that there are academic and/or behavioral concerns about a student in a kindergarten classroom, a substitute teacher or substitute educational aide will be provided to assist as needed while the preliminary investigation is conducted.

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

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

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

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

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

L. TENURE ELIGIBILITY/CONTINUING CONTRACT STATUS

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

The teacher must have at least three (3) years teaching experience in the Kent City Schools

during the five (5) previous years or two (2) years teaching experience in the Kent City Schools if a continuing contract was attained in another public school district.

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

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

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

   or

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

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

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

   And

2. The teacher has held an educator license for at least seven (7) years. (O.R.C. 3319.08)

3. The teacher must have completed the applicable one of the following requirements of Ohio Revised Code 3319.08:

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

      or

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

The teacher will participate in a full cycle evaluation during the year of application.

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

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

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

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

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

A. REQUEST FOR SALARY SCHEDULE ADVANCEMENT

1. All staff members expecting to qualify for salary schedule columns above the Bachelor's Degree are expected to submit a Request for Salary Schedule Advancement to the Superintendent, in writing, following the accumulation of required graduate credits for each column, i.e., B+10, B+20, M, M+15, and M+30. The Request for Salary Schedule Advancement covers the points listed below.

    a. List of graduate courses.
    b. List of graduate workshops
    c. Official transcript indicating graduate work.

2. The Request for Salary Schedule Advancement will provide documentation of graduate course work and workshops.

3. Adjustments in salary due to additional training will be granted retroactive to the first day of the current school year provided a Request for Salary Schedule Advancement and official transcripts have been properly filed on or before September 30. Coursework must have been started prior to the first teacher work day of the school year.

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

B. DEFINITION OF GRADUATE WORK IN AN ACCREDITED GRADUATE SCHOOL

1. Graduate courses must have a grade verified on the official transcript. Workshop hours must be pre-approved by the Superintendent and/or designee.

2. Up to half of the hours within each salary column between Bachelor's and Master's Degree may be earned through graduate workshops. Up to nine hours within each salary column beyond the Master's Degree may be earned through graduate workshops.

3. All courses and workshops must be from colleges/universities which are fully accredited and in good standing with the Ohio Department of Education's Teacher Certification Division.
4. All courses and workshops must be graduate level leading to mastery in the teaching field, classroom teaching, another field for which certification is held or sought, or a related field. Contact hours on District PD days may count toward license renewal. Members are responsible for providing evidence of participation that has been approved

by the Superintendent's Designee. The Superintendent's Designee will provide teachers with a list of sessions that could earn contact hours during PD days prior to each PD day.

5. To qualify for the Master's column, a Master's Degree must have been earned with all requirements completed. Receipt of Master's Degree must be indicated on the official transcript.

6. Evaluation of course work and workshops applicable to salary schedule columns is an administrative decision.

7. It is expected that courses applicable to columns above the Bachelor's and Master's Degrees will be taken after having completed the respective degrees.

C. REPORTING OF COMPLETION OF GRADUATE HOURS

1. A letter requesting a change of an applicant's position on the salary schedule resulting from additional graduate hours and a transcript of all graduate work being applied to the proposed change in columns must be submitted to the Superintendent for evaluation.

2. Adjustments in salary due to additional training will be granted retroactive to the first day of the current school year provided a letter of request and transcripts have been properly filed on or before September 30.

ARTICLE VII. CURRICULUM/INSTRUCTION

A. CURRICULUM STUDY/TEXTBOOK SELECTION

1. Teachers are expected to participate with department chairpersons, supervisors, principals, and other administrators in curriculum development, program evaluation, textbook selection, and routine curriculum/course of study revision. Except for time spent on curriculum above, the Board of Education agrees to provide released time and/or summer stipends for teachers who are extensively involved in the major development/major revision of courses of study.

2. A tentative timeline, with the proposed commitment of personal and released time, shall be provided when committee sign-ups are requested. The Board of Education agrees to compensate certificated staff members according to the Summer School Salary Schedule for curriculum work performed during the summer. A description of such compensation will be presented with the curriculum work proposal prior to the institution of each project. Determination of extensive involvement and overall supervision of such work will come from the Superintendent of Schools or a designated representative(s).

B. LESSON PLANS

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

C. BUILDING MEETINGS

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

ARTICLE VIII. GRIEVANCE PROCEDURE GUIDELINES

A. DEFINITION OF TERMS

1. A grievance shall be defined as any claim alleging the violation, misapplication, or misinterpretation of this agreement or of any faculty handbook rule, "Personnel" section of board policy (Section G), or personnel practice.

2. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, acceptable solutions to the grievances. Confidentiality of grievance proceedings shall be considered the responsibility of all parties.

3. A claim shall be defined as a written request to the Professional Rights and Responsibilities Committee to initiate a formal procedure.

4. A claimant shall be defined as an employee or group of employees submitting a claim.

5. An aggrieved person/grievant shall be defined as an employee or group of employees who have, as determined by the Professional Rights and Responsibilities Committee, a grievance.

6. Days used in reference to limitations shall refer to calendar days exclusive of weekends and holiday periods when school is not in session. During summer recess, time limits may be extended up to 30 additional days.

7. An employee or employees for the purposes of this document shall be defined as a person or persons who are members of the Kent Education Association and therefore covered by this statement of grievance procedure.

8. The Professional Rights and Responsibilities Committee is a standing committee of the Kent Education Association.

B. GENERAL PRACTICES

1. If a member of the Professional Rights and Responsibilities Committee becomes a claimant or the aggrieved, he/she shall ask for a temporary substitute.

2. Time limits are maximums and must be adhered to with every effort. However, if the concerned parties are in mutual agreement, limits may be adjusted.

3. At any level, a grievance or claim may be withdrawn without recourse.

4. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level. No written decisions or communications shall be placed in the personnel file of any involved parties.

5. Reprisals must not be taken by or against any involved parties for reason of said participation.

C. INITIAL PROCEDURE

1. If an alleged grievance is suspected to have occurred, the employee shall first submit an Initial Procedure Claim Form to the Association President or designee. The date on such form shall establish the beginning of the Initial Procedure.

2. In an effort to resolve the problem, the Initial Procedure shall consist of informal communications between the employee, building trustee, Association President or designee, and the employee's building administrator. The time period for such initial procedure shall begin on the date established on the Initial Procedure Form and be extended for no more than 20 days.

3. If at any time during the Initial Procedure time period, the claimant feels communications at this level can go no further, he/she may proceed to the next level of the established grievance procedure.

4. If the procedure is not continued within 3 days of the end of the established Initial Procedure time period, the claim shall be considered waived.

5. It is expected that this first step will resolve most problems and further action will be unnecessary.

D. FORMAL PROCEDURE

1. Level One

   a. If the employee is not satisfied and wishes to continue, or if the problem is not resolved within the Initial Procedure time limits, the employee must present the formal claim on the adopted form to the Professional Rights and Responsibilities Committee and the Association President or designee if the procedure is to continue.

   b. Within 3 days of the receipt of the Formal Claim Form, the Professional Rights and Responsibilities Committee shall rule if said claim constitutes a legitimate grievance. If the Professional Rights and Responsibilities committee decides that a legitimate grievance does not exist, the Committee must then notify the claimant. The claimant may then request a conference with the Professional Rights and Responsibilities Committee.

   c. If the Professional Rights and Responsibilities Committee decides there is a legitimate grievance, it will, within 2 days, give written notification to the grievant's building administrator, and request a conference to be held within 5 days of receiving notification.

   d. A written decision shall be rendered by the building administrator and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

2. Level Two

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

   b. The committee shall review the grievance and the principal's decision in order to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and the building administrator. If the committee decision is that the grievance has not been resolved, it will present a written review of the grievance within five days to the Superintendent of Schools.

c. The aggrieved, the Professional Rights and Responsibilities Committee representative, and the Superintendent shall meet within five days after the grievance has been received by the Superintendent.

d. A written decision shall be rendered by the Superintendent and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

3. Level Three

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

b. The committee shall review the grievance and the Superintendent's decision to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and the Superintendent. If the committee decision is that the grievance has not been resolved, it will present a written review of the grievance within five days to the Board of Education or a committee of the Board.

c. The aggrieved, the Professional Rights and Responsibilities Committee representative, and the Board of Education or a committee of the Board, shall meet within five days after the grievance has been received by the Board.

d. A written decision shall be rendered by the Board of Education or a committee of the Board and submitted to the Professional Rights and Responsibilities Committee Chairperson or designee and the grievant within 5 days after the conference.

4. Level Four

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

b. The committee shall review the grievance and the Board's decision to determine whether a grievance still exists. A written report of the committee decision shall be sent to the grievant, the Association President or designee, and School Board. If the committee decision is that the grievance has not been resolved, a request for arbitration shall be submitted to the Board of Education within five days.

c. Within five days, a panel of three arbitrators shall be selected: one by the Board, one by the Professional Rights and Responsibilities Committee, and the third by mutual agreement of the previously selected arbitrators. The third member will serve as chairman of the panel. If there is no mutual agreement as to the third panel member, the arbitrator shall be chosen from a list of seven (7) arbitrators provided by the American Arbitration Association (AAA). Either the Board or the Kent Education Association reserves the right to request a second list of arbitrators. Selection shall be by the alternate strike method whereby each party shall alternately strike a name from the list until a final name remains. The party striking first shall be determined by the toss of a coin.

d. The panel will confer with representatives of the Board and the Professional Rights and Responsibilities Committee, will schedule hearings, will issue a recommendation

for settlement no later than 10 days from the date of the close of the hearings or 20 days after the selection of the panel, and will set forth the logic and conclusions on the issue.

e. The Board and the Kent Education Association shall each pay for the costs and incurred expenses of its own appointed panel member. The costs for the services of the third member, including any incurred expenses, will be borne equally by the Board and the Kent Education Association.

ARTICLE IX. REDUCTION IN STAFF GUIDELINES

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

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

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

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

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

The order of reduction will be as follows:

1. Limited contract teachers will be reduced by using the following:

   a. Certification
   b. Seniority in the district from date of hiring. Seniority does not apply to teachers with 0 to 4 years of experience in Kent.
   c. Competency as determined by evaluation
   d. Administrative review of specific domain performance

2. Continuing contract teachers may be reduced only after the reduction of all limited contract teachers having the same certification. Reduction of the continuing contract staff shall be according to the following order:

   a. Certification
   b. Continuous service in the district – based on hire date.
   c. Competency as determined by evaluation
   d. Administrative review of specific domain performance

The Superintendent may recommend reductions in specific areas of certification by identifying the member who is lowest on the seniority list and teaching in that certification area. A member

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

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

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

Provisions are as follows:

1. The names of those limited contract teachers who have been unemployed as a result of staff reduction, and who have taught a minimum of two years in the Kent City Schools, will be placed on a recall list.

2. Teachers unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified and qualified for the position.

3. Teachers whose limited contracts are suspended will remain on the recall list for 27 months following the suspension unless the teacher resigns or refuses a position.

    a. Teachers whose limited contracts are suspended and who have accepted a contractual obligation to another school district will remain on the recall list for 24 months. If the teacher refuses the position offered due to this contractual obligation, the teacher will remain on the recall list through July 10 of the following year.

4. The Board shall give written notice of recall by registered mail. It shall be the responsibility of each teacher to notify the Treasurer of the Board of any change of address.

5. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing to the Superintendent of Schools or it shall be determined that the teacher has declined the position.

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

6. Teachers returning to employment after reduction in staff shall resume their previous contract status.

7. Teachers unemployed due to reduction shall have salary and fringe benefits suspended for the duration of the lay-off period.

8. No new teacher shall be employed by the Board while there are teachers on the recall list who are certified for the vacancy and (1) have either taken an academic refresher course or show evidence that they will take, within the academic year, a refresher course in the area of certification required for the vacancy; or (2) during the 5 years preceding the

reduction, have taught for at least one semester in the area of certification in which the vacancy exists.

The Definitions are as follows:

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

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

   A resignation will interrupt continuous service.

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

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

2. Certification – valid in the state of Ohio.

ARTICLE X. ADDITIONAL PROVISIONS

A. SCHOOL CALENDAR

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

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

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

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

B. TUTORS

1. The parties agree that the terms of the current collective bargaining agreement that apply to tutors shall be modified to the extent contained below:

   a. In addition to the current bargaining unit members, Article I shall include individuals employed under a "tutor contract" and contracted to work twenty-five (25) or more hours per week as a "tutor". Excluded from the bargaining unit shall be "as needed tutors", "Student Assistance Program tutors", "Strength and Conditioning Tutor", "Hearing Impaired Interpreters," and tutors contracted to work less than twenty-five (25) hours per week.
   b. Article II shall contain a separate and distinct hourly wage scale and wage scale placement criteria for tutors.
   c. Only full-time tutors shall be responsible for a student IEP. Full-time tutors shall be compensated on a time sheet at the tutor rate for three additional hours for each IEP past 4.
      Only full-time tutors (i.e., working a full school day all week) shall be compensated for

all teacher contractual days in which students are not in attendance.

d. While tutors as described herein are members of the bargaining unit, the parties specifically agree that only the following provisions of the collective bargaining agreement are applicable to the wages, hours, and other terms and conditions of employment of tutors as described herein in the Kent City School District:

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

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

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

3. Tutor hourly wage scales:

Years of experience	Hired prior to March 1, 1995:	Hired March 1, 1995 or after:
2026-2027		
0 through 5	$28.46	$27.82
6 and over	$30.09	$29.06
2027-2028		
0 through 5	$29.24	$28.59
6 and over	$30.92	$29.86
2028-2029		
0 through 5	$30.09	$29.42
6 and over	$31.82	$30.73

Credit for one year of experience requires a minimum of 3 tutoring hours per day for a minimum

of 120 days per school year.

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

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

C. CLOSING STATEMENT

This contract contains the collective bargaining agreement between the Kent City School District and the Kent Education Association to become effective on July 1, 2026, and to remain in effect to and including June 30, 2029 This contract shall not be modified during its duration except by written mutual consent of the two parties. As vested in it by laws and the Constitution of the State of Ohio, and of the United States, the Board retains all rights, responsibilities, and authority in regard to the management and operation of the school district.

Robert Susel, President
Kent Education Association

Thomas Larkin
Superintendent of Schools

Dr. Alicia R. Crowe, President
Kent Board of Education

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Kent City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2027 under the attached contract have been lawfully appropriated by the Board for such purposes, and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Dated: January 18, 2026

Treasurer, Board of Education
Kent City School District, Ohio

President, Board of Education
Kent City School District, Ohio

Superintendent of Schools
Kent City School District, Ohio