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MASTER AGREEMENT

between the

**KENTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

KENTON EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

EXTENSION July 1, 2026 THROUGH JUNE 30, 2027

MASTER AGREEMENT

between the

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BOARD OF EDUCATION

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EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I – RECOGNITION

1.01 The Kenton City School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Kenton Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative, as defined in Chapter 4117 of the Ohio Revised Code, for the purposes of negotiating wages, fringe benefits, terms, and other conditions of employment.

1.02 The "bargaining unit" shall be deemed to include all full-time and regular part-time certified personnel who are under contract with the Board for at least four (4) hours per day.

1.03 Management, supervisory, intermittent, temporary, and substitute teachers, shall be excluded from the bargaining unit. These exclusions shall be comprised of, but not be limited to, the following positions:

A. Superintendent
B. Assistant Superintendent
C. Principal(s)
D. Assistant Principal(s)
E. Psychologist
F. Athletic Director
G. Any other position governed by O.R.C. 3319.02

ARTICLE II – DEFINITIONS

The following definitions shall be applicable to this Agreement:

2.01 "Association" means the Kenton Education Association, an affiliate of the Ohio Education Association and the National Education Association, its officers and those teachers included in the bargaining unit as defined under Article I herein.

2.02 "Board" means the Board of Education of the school district of Kenton City and its designated representatives.

2.03 "Days" means calendar days except when otherwise indicated in this Agreement.

2.04 "District" means the School District of Kenton City which is under the control of the Kenton City Board of Education which is the employer.

2.05 "Teacher" means any person who is employed by the Board in a position included in the bargaining unit as defined in Article I of this Agreement.

2.06 "Employer" means the Kenton City Board of Education and its designated representatives.

2.07 "Immediate Supervisor" means the non-bargaining unit employee (supervisor) to whom the teacher directly reports.

2.08 "K.E.A." means the Kenton Education Association, its officers, and those teachers included in the bargaining unit as defined under Article I herein.

2.09 "Bargaining Unit" means that group of teachers which is employed by the Board in a position as defined by Article I and is, therefore, subject to the terms and conditions of this Agreement.

2.10 "Staff" or "Staff member" means the same as Teacher.

2.11 "System" means the same as District.

2.12 "He, His, and Him" will be used throughout this Agreement as a neutral pronoun in reference to either gender.

2.13 "Business days" means any day that the Board of Education Offices are open for business.

ARTICLE III – NEGOTIATIONS PROCEDURES

3.01 Request for Negotiation Meetings

Sixty (60) to Ninety (90) days prior to the expiration of the Agreement, either the Board or the Association may submit a Notice to Negotiate to initiate the negotiation process. The Association shall direct its request to the Superintendent and the Board shall direct its request to the President of the Association. The agenda shall be established at the first negotiation session. No items shall be admitted thereafter except by mutual agreement of the parties.

3.02 Negotiation Meetings

A meeting time and place will be established at a mutually agreed upon time within fourteen (14) days after the Notice to Negotiate has been served. The meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately for an agreed length of time. Both parties shall exchange complete written proposals at this first meeting.

3.03 Negotiation Team

A maximum of five (5) members of the Board, or designated representative(s) of the Board, will meet with a maximum of five (5) representatives designated by the Association to discuss and reach mutually satisfactory agreements. Neither party shall have control over the selection of the team members of the other. Team members are empowered to make proposals and counterproposals, and to reach tentative agreement on items being negotiated. "Good Faith" shall be defined as "bargaining collectively" pursuant to Ohio law.

3.04 Assistance

A. The teams may call upon competent resource people who may only be used to aid in the considerations and to make suggestions. Only three (3) resource people may be used by each team at any one (1) meeting. The expense of such consultants shall be borne by the party requesting them.

B. Upon reasonable written request, the Board and the Association shall provide the other with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

3.05 Rules for Negotiation Meetings

A. At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed. Recesses may be called by the representative of either team for a reasonable length of time agreeable to both parties. Each negotiation session shall be limited to three (3) hours unless extended by mutual agreement.

B. Tentative agreements arrived at during the meetings shall be written down and initialed by both team chairmen.

3.06 Agreement

When and if a successor Agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and then to the Board for approval. There shall be four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Board and two (2) by the Association. One copy will be sent to the State Employment Relations Board. The Board shall make copies of the Agreement available in each building office and/or library. The Board and Association will

jointly prepare the new Agreement in the offices of the Board of Education within ten (10) days after the tentative agreement is reached. A copy of the Agreement will be given to each member of the bargaining unit within thirty (30) days after the Agreement is signed. The costs of publication will be shared equally by the parties.

3.07 Disagreement

A. In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of the Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.

B. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

C. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE IV -- GRIEVANCE PROCEDURE

4.01 Definitions:

A. A "grievance" shall mean an allegation by a bargaining unit member or the Association that there has been a violation, misinterpretation or improper application of this Agreement. Where the alleged grievance is of a nature that qualifies for appeal under any other authorized tribunal, the aggrieved teacher shall appeal through such tribunal in accordance with the rules of that body. Such grievances shall not be appealable beyond Level Two of the grievance procedure as contained herein.

B. A "grievant" shall mean a teacher or the Association who has filed a grievance.

C. A "party in interest" is the person, persons, or the Association making the claim and any who might be required to take action or against whom the action might be taken in order to resolve the claim.

D. "Days" shall mean teacher work days.

4.02 Purpose

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

4.03 Procedures

A. Time Limits

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Failure of the Board at any level in this procedure to communicate decisions on a grievance in writing within the specified time limits as called for, shall permit the grievant to proceed to the next level within the stipulated time limits established for the next level.

3. Failure of the grievant at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the Board's last answer and there shall be no further right to appeal.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant or the Association, the time limits set forth herein may be mutually reduced so that the procedures may be exhausted prior to the end of the school year or as soon as is practicable.

B. Informal Procedure

1. If a teacher feels that he has a grievance, he shall first discuss it with his Principal or immediate supervisor individually in an effort to resolve the problem informally.

2. An Association grievance shall be discussed with the appropriate administrative supervisor before it can be taken to Level One.

C. Formal Procedures

1. Level One--School Principal (or Immediate Supervisor)

   a. The grievant will be permitted a representative of his choice at this level.
   b. If the grievant is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the occurrence of the incident giving rise to the grievance. This form is in Appendix F.
   c. The Principal or Immediate Supervisor, within five (5) days after receipt of the grievance, shall render a written decision to the grievant, with a copy to the Association.
   d. At each level of the grievance procedure, the grievant shall submit the original grievance with all previous responses and relative data attached, the same shall be returned to the grievant with the Board Representative's answer.

2. Level Two--Superintendent of Schools

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

3. Level Three--Arbitration

   a. If the grievant or the Association is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after the decision is rendered, request in writing to the Association that his grievance be submitted to arbitration.
   b. The Association may within ten (10) days after the decision is rendered at Level Two request that the grievance be submitted to arbitration by so notifying the Superintendent in writing. Any grievance not appealed within the above time limits shall be considered resolved based on previous decisions rendered.

c. Upon receipt of a request to arbitrate, the parties shall, within ten (10) days, request the American Arbitration Association to furnish the parties with a list of seven (7) qualified arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name remains. This person shall be the person to hear the arbitration case. The party requesting arbitration shall strike the first name from the list. Either party shall have the right to request a different list of Arbitrators if any list is deemed unacceptable.
d. The Arbitrator shall hold the necessary hearing promptly and issue his decision with a reasonable time.
e. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement.
f. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision.
g. The Arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
h. The recommendation of the Arbitrator shall be binding upon the Association, the Board, and employees. Any cost involved in obtaining the list of arbitrators shall be divided equally between the Association and the Board. All cost directly related to the services of the Arbitrator shall be divided equally between the Association and the Board.

4.04 Rights of the Teacher

A. Any teacher shall have the right to present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. An Association representative shall have the opportunity to be present at all formal levels of the procedure.

B. Subject to the provisions contained herein, the Board will cooperate with the Association in its investigation of any grievance by complying with the Association's reasonable request for information relative to the grievance.

C. Any teacher may withdraw a grievance at any point by submitting in writing statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

4.05 General Provisions

A. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the Arbitrator prior to hearing the merits of the grievance. If the Arbitrator declares the grievance not arbitrable, the grievance shall not be subject to further appeal.

B. If a Grievance hearing is scheduled by the Employer during working hours, the grievant, his representative and any witnesses required to attend shall be released to attend such hearing without loss of pay.

C. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.

D. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step of the procedure.

E. The Association may be present at all levels.

ARTICLE V -- ASSOCIATION RIGHTS

5.01 Bulletin Boards/School Mail

A. The Board shall provide bulletin board space in each school building in areas frequented by teachers for use by the Association for the posting of Association notices.

B. Any posting of notices on bulletin boards in the schools shall be done in good taste. This includes postings of a partisan political nature. In no case will Association positions either for or against local candidates for local offices be done publicly in the school nor through the school mail system.

C. The Association shall also have the right to use school mailboxes and the school mail system for communications with its members or the administration on matters relating to the bargaining unit employees.

D. All postings placed on bulletin boards delegated to the Association shall be signed and dated by an officer of the Association. Any materials posted on such boards without the authorization of an Association officer shall be removed by the Association.

5.02 School Directory

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

5.03 Staff Meetings

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

5.04 Use of School Facilities

A. Subject to the advanced approval of the Superintendent or his designee, the Association shall be permitted to use designated school buildings for the purpose of holding regular Association meetings.

B. The Association shall not be charged for the use of such buildings but shall be responsible for proper clean-up following meetings and shall be held accountable for the security of the premises.

5.05 Association Business

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

5.06 Board Meeting Agenda

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

5.07 Release Time for Association Business

The Association President or his designee, shall be provided with up to three (3) days of paid release time for the purpose of conducting Association business. Association Co-Presidents shall be provided with up to six (6) days

of paid release time for the purpose of conducting Association business. The teacher shall request such leave, in writing, at least ten (10) days in advance through his immediate supervisor.

5.08 Board Policy Changes

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

5.09 Association/Management Conference

A. In the interest of effective communications between the parties, either the Board or the Association may, once each month, request an Association/Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending.

B. The purpose of such meeting shall be to:

1. discuss the administration of this Agreement;
2. notify the Association of changes made by the Board which affect bargaining unit members;
3. discuss the implementation of in-service education programs, including the development of a schedule of days to be used for in-service;
4. give the Association representatives the opportunity to share the views of members and/or to make suggestions on subjects of interest to members;
5. discuss ways to strengthen and improve the educational program, including curriculum coordination, to best meet the needs of the students, the school, and the community; and
6. disseminate general information of interest to the parties.

C. There shall be no more than three (3) representatives for each party in attendance at the Association/Management Conference.

5.10 Building Councils

A. Building Councils shall be formed at the request of the Association in the elementary, middle school, and high school building(s). The Council shall consist of up to six (6) bargaining unit members from within the building.

B. The purpose of the Council will be to provide a vehicle for communication between teachers from within the building and the Principal of the building. The Building Council shall meet with the building Principal at the request of either Principal or Council to discuss matters of concern to either or both parties. Minutes of these meetings will be prepared by the Association and sent to the Association President and the Superintendent. Nothing in this section shall discourage individual teachers from addressing building problems directly with the Principal.

5.11 Association Dues Deduction

A. The Employer agrees to deduct from the wages of any employee-member of the Association the annual dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. The membership year shall run from September 1 through August 31 and shall be continuous in all subsequent years. This deduction shall be without cost to the Association or the member.

B. Deduction of the annual dues and assessments will be made in as nearly equal pay installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for nine (9) additional pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a scheduled determined by the Association Treasurer and the individual member.

C. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) business days following the collection via check or electronic transfer to an account designed by the Association. Accompanying each check or deposit notification will be a complete listing of the names of the members for which a payroll deduction is made.

D. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and the District Treasurer in writing not less than two weeks prior to the effective date of the payroll change.

ARTICLE VI -- TEACHER RIGHTS

6.01 Fair Dismissal

A. Non-renewal of limited teaching contracts shall be in accordance with O.R.C. 3319.11 and Article VIII of this Agreement (in lieu of O. R.C. 3319.111).

B. The procedural due process and evaluation requirements contained in O.R.C. 3319.11 and Article VIII of this Agreement (in lieu of O.R.C. 3319.111) shall not apply to supplemental or extended time contracts.

C. Any suspension leading to termination of a teacher's contract shall be accomplished in accordance with O.R.C. 3319.16. However, no teacher shall receive a disciplinary suspension without just cause.

6.02 Limited Contracts

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

6.03 Supplemental Contracts

A. Teachers assigned to any of the supplemental positions, as outlined in Appendix B, which the Board determines necessary to fill, shall be eligible for the percentage salary increment as applied to the base rate for the BS-BA Degree with no (0) years of service as in effect at the beginning of the school year for completing such supplemental service.

B. If the Board creates any new supplemental position during the term of this Agreement which a teacher would be eligible to fill, the Board agrees to negotiate with the Association to establish the appropriate percentage salary increment.

C. Teachers receiving supplemental pay shall assume those responsibilities and perform those basic functions and duties as contained in the job description established by the Board for the respective supplemental position.

6.04 Contracts/Extended Service Time

A. Contracts as signed by the teacher and Board are binding upon both parties as defined in the Ohio Revised Code. Termination of such contract shall be according to the provisions of O.R.C. 3319.16. The Board shall give consideration to letters of resignation during the course of the contract for physical or mental health reasons, moving from the area, if a qualified replacement exists, or other valid reasons as approved by the Board. Acceptance of a supplemental contract shall be bound by the same stipulations as regular contract.

B. Extended service time is designed to provide teachers with additional time to work with students outside the regular school calendar and to provide the teacher with supervisory, technical in-service and evaluation time.

C. Extended service days shall be served outside of the regular school calendar except where recommended by the individual State Department service areas and approved by the building Principal. (The State Department of Education recommends two (2) weeks after and two (2) weeks before school, in the case of four (4) weeks of extended service, as recognized extended service days.) For the purpose of this Article, the regular school calendar is considered to be the period beginning with the first regular contract day for teachers and ending with the last regular contract day for teachers.

D. Required State Department Conferences may be counted as extended service days if approved in advance by the building Principal.

E. The length of the extended service day shall be a minimum of seven (7) hours excluding lunch.

F. Alternate schedules may be pre-arranged with the building Principal. (i.e., one (1) week after, one (1) flexible week, and two (2) weeks before; or one (1) week after and three (3) weeks before).

G. A written proposed schedule of extended service days shall be submitted by the teacher to the building Principal for approval at least two (2) weeks prior to serving the extended days. Changes in the proposed schedule may be made with the Principal's approval.

H. Extended service time worked shall be reported to the building Principal on the monthly time and travel reports.

6.05 Teaching Environment

A. At least one room in each building shall be reserved as a faculty lounge, properly lighted and cleaned.

B. Separate, clean, well-lighted faculty restrooms will be provided for men and women in each building.

C. Off-street parking shall be provided for all staff members at each building whenever possible. Teachers are requested to use what has been provided and refrain from parking in restricted areas.

D. Each classroom shall be supplied with adequate bulletin boards.

E. Each bargaining unit member will be provided with a desk and lockable file cabinet for his school related use if present facilities are not adequate and funds are available for purchasing new equipment.

F. Teachers in each building shall have access to a telephone.

G. All members of the teaching staff may have the privilege of using school facilities and equipment for educational related functions by receiving approval from the building Principal or Superintendent of schools. Supplies shall not be used for any other reason than normal classroom use.

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

6.06 Personnel Files

A. There will be established and maintained one (1) official file on all bargaining unit members. This file will be maintained in the Central Office. Nothing in this article shall be interpreted to prohibit individual principals/supervisors/ administrators from maintaining a file on individuals under their supervision. It is understood that nothing in this section precludes the Treasurer of the Board from making public any official action of the Board, as reflected in the official minutes of the Board.

B. A teacher shall have the right, upon request, to review his personnel file and may have a copy of any document(s) contained in the file.

C. Personnel files shall be public records and available to the public per ORC 149.43.

1. The superintendent or his/her designee shall notify, in writing, the individual whose file was requested within 3 business days of a request to see an individual's personnel file by a person or entity that is not the individual concerned, members of the Board, Principals, the Superintendent, or the secretary of the Superintendent, of such request.

D. Personnel record files may include, but not be restricted to the following:

1. Applications for employment, including references.
2. Copy of contracts or salary notices.
3. Ohio Teaching Certificate, or a copy.
4. Official transcript of college credits.
5. Pertinent medical information.
6. Record of military service.
7. Evaluation forms.

E. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected.

F. If the teacher feels that any material in his personnel file is irrelevant, inappropriate, false or derogatory to his conduct, service or character, he shall have the right to submit a written statement concerning such material and to have that statement attached to his official personnel file.

G. Anonymous letters or materials shall not be placed in a bargaining unit member's file nor shall they be made a matter of official record.

H. All materials placed in an official personnel file shall be dated. Each teacher shall be informed in writing within three (3) days of the addition of disciplinary or parental correspondence material to his personnel file.

I. Any material of a complimentary or critical nature which may affect a bargaining unit members evaluation, non-renewal or dismissal shall become the subject of documentation. Documentation shall include author, date, name of the event/description of the incident which led to production of the material.

6.07 Substitute Teachers

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

6.08 Teacher Suspension Procedure

A. Staff may be suspended without pay but with fringe benefits for just cause disciplinary reasons not leading to termination of their contract for a period not to exceed five (5) days.

B. Any contested suspension under Section A above may be immediately advanced to expedited grievance arbitration by the Association to Level Three - - Arbitration Procedure. The appeal to expedited arbitration must occur within the time limits provided in the grievance procedure after the written suspension decision is communicated to the affected employee and the Association.

ARTICLE VII -- WORK DAY/YEAR

7.01 Teacher Day and Year

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

B. The school year shall consist of up to one hundred sixty-eight (168) days of instruction with students in attendance.

C. The work year for bargaining unit members shall consist of one hundred eighty-three (183) contracted days. Extended service days shall not be counted as part of this one hundred eighty-three (183) day total. In addition to one hundred sixty-eight (168) student instructional days, the work year shall consist of the following:

a. One (1) contracted day before the first instructional day shall be a Convocational/Meeting Day with up to two (2) hours of uninterrupted work time.

b. One (1) contracted day before the first instructional day with up to six (6) hours of uninterrupted work time.
c. One (1) Records Day at the end of First Semester in accordance with Article 7.04 (A).
d. The last contracted day shall be a workday with no mandatory meetings.
e. Three (3) evenings and one and one-half (1-1/2) days for Parent Teacher conferences which will count as three (3) contracted day.
f. There shall be exactly seventeen (17) Teacher Based Team (TBT) meetings tentatively scheduled annually, in which the teacher day shall be extended by forty-five (45) minutes. The schedule of TBT meetings for the following school year shall be distributed no later than May 15. TBT Meetings shall begin at 7:00 am and end at 7:45 am and shall collectively count as two (2) contractual days worked. If a TBT meeting date needs to be altered it will be held on the following Thursday.
g. Up to three (3) professional development days without students in attendance.
h. Any remaining days, of the 183 contract days, shall cover work performed outside the contractual day, including but not limited to attendance at Open House and Kenton City Schools events and extra-curricular activities, and shall be at the discretion of bargaining unit members. Student supervision at the start or end of the day, which interferes with non-student contact time outlined in section 7.05(D), may also be counted for this purpose. The parties shall keep documentation of these hours. All unpaid school-sponsored activities and events which fall outside the contractual day shall count as work performed to meet the one hundred eighty-three (183) day work year as outlined above.

7.02 Planning and Conference Time

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

7.03 Open House

The August open house will be scheduled for no more than two (2) hours for all teachers.

7.04 In-service Work and Records Day

A. A day will be provided at the end of the first semester for the primary purpose of completing semester records. This shall not be a day of school for pupils, but shall be a contract day for all bargaining unit members. Bargaining unit members may be required to participate in ninety (90) minutes of staff meetings. There will be three (3) business days between the end of the grading period and the due date for grades. There will be at least one (1) business day between the printing of grade cards and the distribution of grade cards.

B. The District will make best efforts to limit the number of bargaining unit members out of the classroom for professional development on a student day to 15% of the bargaining unit.

7.05 School Arrival and Departure

A. The normal work day for all teachers shall consist of seven and one-half (7 1/2) continuous hours including a lunch period of thirty (30) consecutive minutes, without responsibility or duty. The day runs between 7:00 a.m. and 4:00 p.m. The Board may adjust the workday to fall into the time period between the hours of 7:00 a.m. and 7:00 p.m. only during a time of declared emergency, as defined in Article XVIII. Arrival and departure times for the teaching staff, including special area teachers, shall be determined by the Board and posted in each school building. Failure to adhere to the designated times, unless otherwise approved, shall result in an hourly deduction in pay and may result in appropriate disciplinary action.

B. Teachers who are required to travel between schools or around the District as part of their regular responsibilities shall submit a weekly log of their activities to the building Principal. Classroom teachers who leave their building during the school day must sign out in the school office, noting their departure time, time of return, and destination. The teacher will not be required to indicate his destination if leaving during lunch.

C. When the start of the school day is delayed by more than two (2) hours, an emergency schedule may be implemented which will automatically extend the school day in accordance with the emergency schedule.

D. Teachers will receive at least ten (10) minutes per day of non-student contact time at the start or end of each day, unless it is impractical due to extraordinary emergency circumstances.

7.06 Make-Up Days

The Board will not require bargaining unit members to participate in remote learning activities, or otherwise make-up, the first five (5) calamity days. Once five (5) calamity days have been exhausted, the Board shall utilize three (3) Blizzard Bags which shall be completed using procedures collaboratively developed by the Superintendent and the Association. The Board and the Association shall complete all required Blizzard Bag paperwork no later than July 1 of each year. If there are more than eight (8) calamity days, in lieu of make-up days members will participate in remote learning activities on calamity days as they occur. Members will not be required to report to buildings but may be permitted to do so. Members will be required to perform remote learning activities as defined in Appendix E. Remote instructional activities will be used to make up days, provided it does not affect date minimum hour requirements. If in-person make-up days are needed to meet state minimum requirements, they will continue to be scheduled at the end of the school year.

7.07 School Calendar

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

ARTICLE VIII – TEACHER EVALUATION

Evaluation Committee:

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

A. Composition

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

B. Operational Procedures

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

C. Compensation

1. Any committee work required outside of the work day will be paid $25.00 per hour not to exceed $500.00 per school calendar year.

D. Committee Authority.

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

E. Adoption/Revision of Evaluation Guidelines

1. The Evaluation Committee shall produce the final evaluation guidelines for ratification of the Board and the Association.
2. Once ratified by both parties these guidelines shall be incorporated into the Master Agreement.
3. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made prior to the beginning of any school year to allow for the implementation of any changes.
4. Because of the fluid nature of teacher evaluation laws and the OTES system, subsequent changes/revisions to the adopted Evaluation Guidelines that are based on changes to the law or annual dates shall be subject to ratification by the Board and the Association at each party's discretion, unless otherwise mutually agreed.

5. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene to determine whether adjustments are appropriate. If the discussion results in recommendations by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be reduced to writing (Memorandum of Understanding) and shall be subject to ratification by both parties.

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

ARTICLE IX -- WORK CONDITIONS

9.01 Class Size

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

ARTICLE X -- ASSIGNMENTS, VACANCIES AND TRANSFERS

10.01 Assignments

A. Professional staff members shall be informed of their assignments no later than August 1 preceding the school year in which such assignment shall be effective with the following exceptions:

1. Staff members employed after August 1 shall be so informed as soon as practicable.
2. Nothing in this procedure shall prevent the reassignment of a professional staff member to meet the instructional requirements and welfare of the District during the school year.
3. When it is not possible to notify the employee of their assignment due to unforeseen circumstances.

B. All teachers are subject to annual assignment by the Superintendent. Recommendations from the building Principals will be considered in making the assignments.

10.02 Vacancies

A. Vacancies will be posted on a timely basis at each work site and in the Superintendent's office.

B. Vacancies will be posted on the Kenton City Schools Web Site and e-mailed to all teacher e-mail accounts.

C. Applicants shall have five (5) working days to respond to a position vacancy.

1. During the summer months (June, July, August) those interested may also call the Superintendent's office weekly to check on postings. In addition, teachers may leave a filled-out transfer request form with the Superintendent's office listing specific openings for which they want to be notified by phone of the vacancy. After June 1, vacancies will be posted both internally and externally at the same time for five (5) business days.

D. Teachers must apply for the posted vacancies using the Teacher Transfer Request Form.

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

10.03 Transfers

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

B. Voluntary Transfers

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

C. Involuntary Transfers

In the event an involuntary transfer is being considered, the affected staff member(s) shall have the right to meet with the Superintendent to

find out the reasons for the transfer and to discuss alternatives. Under these guidelines the Superintendent will make a final decision.

ARTICLE XI -- REDUCTION IN FORCE

11.01 Attrition

A. When the need to reduce the number of certificated staff is known sufficiently in advance, the Board will attempt to keep the number of persons affected by a reduction in force to a minimum by implementing the following actions prior to invoking the reduction in force (RIF) procedures.

B. Subject to the exceptions contained herein, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and do not have qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish the full reduction in force that is necessary.

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

11.02 Procedures

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

A. In accordance with the recommendations of the Superintendent, the Board shall determine the teaching fields or subject areas where reductions are necessary. Those persons to be affected will be notified within five (5) days of the notice of the determination of the teaching fields or subject areas where reductions are necessary, a meeting will be held with the affected individuals. In attendance will be Administration and KEA representatives. The purpose of the meeting will be to review an individual's options under the Master Agreement.

B. Within each teaching field contracts shall be suspended in the following order:

1. Those with limited contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
2. Those with continuing contracts who have received an evaluation rating of ineffective in the most recent year's final evaluation.
3. Teachers with a limited contract and an evaluation rating of accomplished, skilled or developing (A, S, D) in the most recent year's final evaluation.
4. Teachers with a continuing contract and an evaluation rating of accomplished, skilled, or developing (A, S, D) in the most recent year's final evaluation.

C. If two (2) or more teachers have comparable evaluation ratings according to Administrative Guidelines #3220A, then seniority will be used to determine the order in which the contracts will be suspended with the least senior being suspended first. Seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by:
2. Number of years of teaching experience in any District.
3. If any ties remain, the teacher with the most college credit hours at the time of hire will be the most senior.
4. If any ties remain, a pill bottle will be used, with people pulling in alphabetical order by last name, and the low number is the most senior.

D. Suspension of contracts as provided herein shall be based on the order of continuous service (seniority in the Kenton Schools). Displacement rights shall be limited to areas of the teachers' present certification on file in the Superintendent's office. Teachers who hold elementary certification, K-8 or 1-8 may have displacement rights over middle school teachers holding 7-12 subject area certification based upon seniority. If additional areas of certification are obtained after the suspension of the contract, such person would be placed on the bottom of the eligibility list for the new area of certification.

E. Personnel will not be terminated by building assignment. Personnel will be considered on a system-wide basis according to their certification and/or subject area.

F. If a person is transferred from one assignment to another prior to the implementation of the RIF procedures, seniority in the District is retained from date of continuous employment.

G. Personnel who have their contracts suspended under the RIF procedures and who are later rehired, shall retain all previously accumulated seniority but shall not be accredited a year of service for any school year in which the employee is on active pay status for less than one-hundred-twenty (120) school days.

H. Any teacher on an approved leave of absence, shall retain all previously accumulated seniority, but shall not be credited a year of service for any school year in which the teacher is on active pay status for less than one-hundred-twenty (120) school days.

I. Personnel who have their contracts suspended under the RIF procedures will be re-employed in the reverse order in which they are suspended in the teaching fields or subject areas for which they are certified.

J. Personnel holding dual certificates and released because of RIF are entitled to return in either field if they meet the requirements of seniority.

K. Recall rights under the RIF procedures shall extend to July 1 of the year following a RIF for teachers with limited contracts, and on July 1 of the second year following a RIF for teachers with continuing contracts.

L. Personnel released because of RIF must notify the Superintendent in writing of any change of address occurring after the suspension of their employment contract. Personnel must also notify the Superintendent at least annually from the date of layoff of their continued interest to be re-employed by the Board. Failure to do so shall relieve the Board of any obligation to re-employ.

M. The equivalent of one (1) school calendar year of full-time experience in the Kenton School District is required to be eligible for seniority under RIF.

N. For the purposes of this Article only, part-time teachers shall accrue seniority and calendar year experience prorated on the basis of the part-time service.

O. A recalled teacher shall be offered a contract of equal or more hours as worked when his contract was suspended and shall be notified by certified mail to the last address on file in the Superintendent's office. A teacher so notified will have ten (10) days to notify the Superintendent's office of his desire to return.

P. Individuals who are granted a continuing contract prior to April 30 will be considered as continuing contract teachers immediately after Board action approving continuing contract status for seniority list and reduction in force purposes.

Q. No teacher may be reassigned or transferred, voluntarily or involuntarily, into any position which adversely affects the recall rights of a person on the recall list until all teachers on the recall list, who are certified for an open position, have been offered a contract.

R. Teachers not employed as a result of the RIF will be given preferential consideration as substitute teachers. However, refusing to substitute teach will not cause the loss of unemployment insurance payments.

S. The suspension of contracts will be accomplished no later than June 25 of the year the RIF is implemented.

11.03 Insurance Coverage

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

11.04 Severance Pay

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

11.05 Exclusions

A. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for performance reasons or to utilize the procedures provided for in O.R.C. 3319.17.

B. The procedures contained in this Article shall not pertain to any teacher non-renewed for performance reasons.

ARTICLE XII — LEAVES OF ABSENCE

12.01 Sick Leave

A. Accumulation of Sick Leave

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

B. Retention of Sick Leave

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

C. Use of Sick Leave

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

2. For the purpose of this Article, immediate family shall be defined as the teacher's mother, father, spouse, brother, sister, son, daughter grandparents, grandchildren, mother-in-laws, father-in-laws, step children, grandparents-in-law, aunt, uncle, niece, nephew, members of the employee's household standing in the same position and other persons who because of their close relationship

to the teacher, shall be determined by the Superintendent to be a member of the immediate family. The Superintendent shall have the right to limit the number of days used under the sick leave policy to a maximum of five (5) consecutive days for all members of the immediate family except the mother, father, spouse, children or step children of the teacher.

D. Charging of Sick Leave

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

E. Evidence Required for Sick Leave Usage

1. Teachers shall be required to furnish a written, signed statement on a form prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when the physician was consulted.

2. The teacher may be required to furnish a physician's statement after three (3) consecutive days absence indicating that he is fully recovered and capable of performing the duties of his position before he is permitted to return to work.

F. Notification by Teacher

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

2. When reporting off sick, the teacher shall advise the supervisor of the nature of the illness if it is of a communicable nature.

G. Illness in immediate Family

Request for absence due to illness in the teacher's immediate family should be made to the Principal in advance, when possible, and shall be charged against sick leave. A written physician's statement may be required stating the nature of the illness or injury, anticipated time of recovery involved and whether his presence is required.

H. Physician Examination

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

I. Reporting of Injuries

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

J. Sick Leave Donation

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

12.02 Personal Leave

A. All full-time teachers may be granted three (3) days per school year for personal leave.

B. Part-time teachers shall be granted leave on a pro rata basis.

C. Written requests for the use of leave should be directed to the Superintendent. Request should be made one (1) week in advance except in case of emergency or calamity days. The request will be approved within three (3) working days. The teacher must receive approval prior to using the leave.

D. Leave must be taken in one-half (1/2) day or full day blocks of time. Request for the use of personal leave as specified above shall only be considered on a contract day. Personal leave days shall not be cumulative from one school year to the next school year.

E. A maximum of five percent (5%) of members of the bargaining unit may be on personal leave at the same time. In addition, unrestricted personal leave may not be approved for first three (3) days (i.e., professional development days) or the last five (5) days of the school calendar year, except in cases of emergency or calamity days.

F. Employees not using any of their personal days in a school year shall receive a payment at their per diem for each day. Employees with two unused personal days shall receive a payment of at their per diem for each day, and employees with one unused personal day receive payment at their per diem. Payments shall be made by the second pay in July.

12.03 Maternity/Paternity/Adoption Leave

A. Teachers who find it necessary to apply for maternity leave, shall notify the Superintendent in writing, at least four (4) months before the delivery date of the child, that a replacement will be needed. This requirement ensures that time will be provided to secure a qualified replacement. Notice shall be given to the Board, in writing, by the pregnant teacher (3) months prior to delivery along with a written statement by the attending physician, establishing the approximate delivery date, and approving the continuation of work for an additional period of time. The Superintendent may require the additional statement prior to each two (2) week period, from the physician certifying that the teacher is physically able to perform the assigned duties.

B. If the teacher is physically unable to work because of the pregnancy, such absence is covered by sick leave provisions in the Article. After delivery, she may return to her duties upon approval by the attending physician.

C. Teachers may use accumulated sick leave for adoption of a child. Teachers shall notify the Superintendent in writing as soon as possible before the expected placement date. Such leave shall be for the purpose of allowing time for bonding. The length of such leave must be continuous and may be for up to six (6) weeks. Teachers may use up to ten (10) days of this leave before the placement of the child to complete the necessary requirements.

D. An unpaid Maternity/Paternity or adoption leave of absence may also be applied for and granted for one (1) full school year; plus the remaining part of the school year in which the leave was granted.

12.04 Jury Duty Leave

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

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

12.05 Military Leave

A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leaves of absence from their respective duties without loss of pay for such time as they are in the military service, on field training, or active duty, for periods not to exceed thirty-one (31) days (maximum 176 work hours) in any one (1) calendar year.

B. The employees must submit a request for leave to the Board and a copy of the military order to duty or a statement from the appropriate military commander, as evidence of such duty, to qualify for paid military leave. Employees shall notify their supervisor at least ten (10) days in advance of the date requested for military leave to begin or within twenty-four (24) hours after the employee receives the notice.

C. Employees shall be entitled to receive from the Board, the difference between their regular rate of pay and the pay received from the military for the period of military leave, in order to avoid any loss of pay during such service.

12.06 Assault Leave

A. A bargaining unit member who must be absent because of a disability resulting from a physical assault, which occurs during the course of Board employment while on duty on school grounds, while required to be in attendance at a school sponsored function, or while exercising employment authority on behalf of the Board when attending school functions, shall be eligible to receive assault leave.

B. The bargaining unit member applying for assault leave shall submit a signed statement on forms prescribed by the Board within forty-eight (48) hours after the incident occurs or as soon thereafter as possible. Such statement will indicate the nature of the injury, the date of its

occurrence, the identity of the individual(s) causing the assault if known, the facts surrounding the assault. The member shall file criminal charges against his assailant as soon as he is medically able. The Board will cooperate with the member in pursuing such criminal action. The member may, at the Board's discretion, be granted a leave of absence with pay for court appearances in connection with the incident.

C. If medication attention is required, a certificate from a licensed physician stating the nature of the disability and its probable duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for either suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

D. Upon determination of eligibility by the Superintendent, such leave shall be granted for a period not to exceed twenty-five (25) days. Payment for assault leave shall not exceed the bargaining unit member's per diem rate of pay less Worker's Compensation.

ARTICLE XIII -- INSURANCE AND HEALTH BENEFITS

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

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

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

Hospitalization and Major Medical insurance and prescription drug insurance coverage will be subject to the "Hardin County Schools Employee's & Wellness Benefit Plan Spousal Coverage Agreement."

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

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

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

1. Board paid premium 90%.

2. Creation of individual employee Health Savings Accounts (HSAs).

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

Year	Single	Family
2024	$ 750	$1,500
2025	$ 750	$1,500
2026	$ 750	$1,500

   During each calendar year, the Board will match employee contributions up to one thousand two hundred dollars ($1,200) for a single plan and two thousand four hundred dollars ($2,400) for a family plan. The payments will be made in tandem with the employee's contributions through payroll. Employees shall be responsible for any fees associated with a Health Reimbursement Account (HRA), if applicable.

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

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

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

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

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

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

13.04 Opt-Outs and Incentives

If a bargaining unit member who takes Board-provided family health insurance as of July 1, 2019 elects to change from family coverage to no coverage after this date, the member will receive a one-time payment of $2,000, which will be paid by the first payment of January each year. A member who switches from a single plan to no insurance will receive a one-time payment of $1,000. The member must provide evidence of adequate eligible dependent coverage elsewhere and must complete a "Coverage Election" form to the Treasurer prior to the calendar year in which the employee intends to change coverage.

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

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

ARTICLE XIV – TEACHER SALARIES AND REIMBURSEMENTS

14.01 Paydates

Salary is to be paid based on a twelve (12) month payment schedule consisting of twenty-four (24) equal pays. In the event of a resignation, payments shall be prorated on the basis of the school year days taught.

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

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

14.02 Advancement on the Salary Schedule

A. A teacher may advance, based on education achievement, to the next position on the salary schedule, as contained in Appendix A, upon completion and verification of the proven course work and approval by the Board. Such an increase would begin with the start of a new contract year. "Proper verification" shall be defined as an official transcript from the university verifying the teacher's educational achievement. Members must submit verification to the Superintendent's office by September 10th for spring or summer coursework. Bargaining unit members also may be granted a mid-year advancement upon completion and verification of course work and approval by the Board. Members must submit verification for all fall semester course work by January 10th. When verification is submitted by January 10th, the teacher's placement will be adjusted for the remainder of the year, effective January 10th, or on the next workday if the 10th falls on a weekend.

B. Adjustments to a teacher's salary shall be made in the following manner. When necessary, a retroactive lump sum adjustment will be paid. Therefore, or when no retroactive payment is necessary, a prorated adjustment spread over the remaining pay periods of the school year will be provided.

14.03 Service Credit

A. Teachers shall advance vertically to the next step on the salary schedule following completion of each year of service with the Board. A teacher must have been in active pay status at least one-hundred-twenty (120) days during the previous school year to be accredited another year of service.

B. Full service credit will be granted for teaching and administrative service in other accredited educational institutions.

14.04 Salary Schedule

A. The wage rates set forth in Appendix A-1 shall be increased as follows and shall become effective as indicated by the dates specified on the salary schedule. Salary increase in Appendix A.

2023-2024	3.00% increase
2024-2025	3.00% increase
2025-2026	3.00% increase

- All bargaining unit members who worked during the 2022-2023 school year and are still employed with Kenton City Schools on November 1, 2023, shall receive a $600 stipend to be paid the second pay in November.
- All bargaining unit members who worked during the 2023-2024 school year and are still employed with Kenton City Schools on November 1, 2024, shall receive a $600 stipend to be paid the second pay in November.
- All bargaining unit members who worked during the 2024-2025 school year and are still employed with Kenton City Schools on November 1, 2025, shall receive a $600 stipend to be paid the second pay in November.

B. Teachers shall advance through the salary schedule in accordance with Sections 14.02 and 14.03 as contained herein.

C. Salary Schedule Headings

1. The column headed "150/15" designates the following:

   a. 150 semester hours or 225 quarter hours.
   b. BS/BA plus 15 semester hours or 23 quarters graduate credit earned after receiving the BS/BA degree.

2. The column headed "MA + 15/30" designates the following:

   a. M.A. degree plus 15 semester hours or 23 quarter hours graduate credit earned after receiving the M.A. degree.
   b. M.A. degree plus 30 semester hours or 45 quarter hours total credit hours earned after receiving the M.A. degree.

3. Hours must be earned from an institution which is accredited by the State of Ohio Department of Education.

4. A teacher must earn a master's degree (MA) in his or her area of licensure or certification or an area related to a public education profession (e.g., administration, special education) in order to move horizontally on the salary schedule.

4.05 Supplemental Pay Options

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

14.06 Mileage Allowance

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

14.07 Additional Services and Instruction

A. Individualized home instruction and summer sessions shall be at the rate of Twenty-five Dollars ($25.00) per hour.

B. Any other instruction approved by the Superintendent shall be at the rate of Twenty-five Dollars ($25.00) per hour.

C. In the event regular substitute teachers are not available, high school and middle school teachers may elect to serve as paid substitutes during their regularly scheduled planning period. They will be compensated at twenty-five dollars ($25.00) per period. If an elementary teacher does not receive a scheduled planning period in a regular school day, the teacher will be compensated at the rate of twenty-five dollars ($25.00) per period.

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

from being reassigned to cover duties provided the teacher has their required planning time.

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

D. Any in-service held on non-contract days will be compensated for teachers at a rate of Thirty dollars ($30.00) per hour.

14.08 Reimbursement for Expenses at Professional Meetings

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

A. Written application shall be submitted to the building Principal at least one (1) week in advance of the conference or workshop. If notification of a conference or workshop is received less than one (1) week in advance, the Principal shall use discretion in his recommendation to approve or disapprove the request.

B. The Principal's recommendation shall be considered by the Superintendent in approving or disapproving the request.

C. The administration may request that a teacher attend a specific conference or workshop.

D. Three (3) days, per school year, may be approved for conference or workshop attendance. Additional days may be requested by submitting written application to the building Principal but are subject to the discretion of the Superintendent.

E. It may be necessary to limit the number of teachers from the same building who wish to attend a conference.

F. Travel and other incurred expenses, e.g., registration, lodging, meals, parking, will be reimbursable at a rate not less than the Board policy in effect upon effective date of this Agreement and in accordance with other applicable Board policy, upon presentation of valid expense statements.

G. Principals should establish an informal year-to-year rotation of teachers attending conferences and workshops.

H. The yearly general fund appropriations for attendance at conferences will be a limiting factor in granting leaves.

14.09 Severance Pay

A. All teachers of this District shall, at the time of their retirement as approved by STRS, be paid for one-fourth (1/4) of the value of their credited accumulated sick leave to a maximum of fifty-six (56) days provided the teacher has five (5) years of service in the district. For purposes of severance, accumulated sick leave shall be capped at two-hundred twenty-five days (225).

B. In addition, teachers will be paid two additional severance days if their letter of resignation/retirement is in to the Superintendent's office sixty (60) days before their retirement date, but not later than March 1 of their year of retirement.

C. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment under this provision shall be considered to eliminate all credited sick leave accrued by the employee. Retirement, as applied in this policy, shall be defined as retirement approved by the State Teachers' Retirement System, within one (1) year after leaving the active service of the Board.

D. Teachers employed in the District after retiring under STRS are not eligible for severance pay upon termination of this employment.

14.10 Payroll Deductions

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

14.11 STRS Salary Reduction Pickup

The Board shall designate each teacher's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as teacher's contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the teacher's income reported by the Board as subject to federal and Ohio income tax shall be the teacher's total gross income reduced by the then-current percentage amount of the teacher's mandatory State Teachers' Retirement System contribution which has been designated as "picked up" by

the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no teacher's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased thereby. In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board, or the "picked up" contributions or of the STRS retirement plan, this "pick up" provision shall be null and void.

ARTICLE XV — EMPLOYMENT OF RETIRED TEACHERS

15.01 The KEA and the Board mutually agree that teachers who, after retiring under STRS, are employed by the District:

A. Will receive only five (5) years of Service Credit level and Educational level as per sections 14.02, 14.03, and 14.04.

B. Will be eligible for the Insurance and Health Benefits as described in Sections 13.01 and 13.02.

C. Are not eligible for severance pay upon termination of this employment.

D. Will be issued one-year limited contracts. They are not eligible for multi-year contracts or continuing contracts. For the purposes of Article 11 Reduction in Force, the teacher will start at the lowest seniority level for their teaching field or subject area.

E. If a teacher already employed in the District has their retirement/resignation approved at the same Board meeting in which they are reemployed in the same position, then such a position does not need to be posted as per Section 10.2. If both actions do not occur at the same Board meeting, then the position will go through the normal posting. (Section 10.2).

ARTICLE XVI -- MANAGEMENT RIGHTS

16.01 The Board retains the right and authority to manage the schools of the District except as limited by law and the specific terms of this Agreement. This shall include, but not be limited to the following rights:

A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and

programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of governmental operations;

D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;

F. To determine the adequacy, qualifications, and size of the work force;

G. To determine the overall mission of the Board as a unit of government;

H. To effectively manage the work force; and

I. To take actions to carry out the mission of the Board as a governmental unit.

16.02 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE XVII -- POLICIES AND PROCEDURES

17.01 Administration of Medications and Medical Services

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

17.02 Chronic Communicable Diseases

A. General Provision

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

B. Non-Discrimination

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

C. Confidentiality

1. The Board and all employees of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent that is otherwise reasonably required to accomplish such implementation/administration.

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

D. Medical Evaluation Criteria

1. The need for a medical evaluation may arise in one of the following ways:

    a. An employee shall inform the school administrator that he has a chronic communicable disease when it is confirmed by the appropriate medical tests.
    b. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge possible contraction of a chronic communicable disease.
    c. If it is not ascertained at a previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee; the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at the time or shall refer the matter to the Superintendent.

2. The Superintendent shall consider the information received from the administrator and determine if there is a need for a medical examination and review. When deemed necessary, the Superintendent will convene the Medical Review Team comprised of the following medical personnel:

    a. The employee's primary care physician paid by the employee's insurance with any excess paid for by the Board;
    b. A physician selected and paid for by the Board;
    c. The Hardin County Health Commissioner or his designee, who shall chair the Team; and
    d. The School Nurse who serves as a liaison between the Medical Review Team and the Superintendent.

3. The Medical Review Team may obtain, upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician and shall provide for an examination of the employee when deemed necessary by the team.

4. The written report rendered by the Team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not an employee has been infected with a chronic communicable disease. If so, then the Team shall:

    a. Determine whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for their findings. In making that determination the Team shall consider:

        1) The nature of the risk of the employee's medical condition;
        2) The duration of the medical condition;
        3) The severity of the risk of the medical condition;
        4) The probability the disease will be transmitted; and
        5) Any other relevant factors.

    b. Make a recommendation to the Superintendent that the employee should be:

        1) Admitted to work unconditionally;
        2) Admitted to work with restrictions; or
        3) Not admitted to work.

5. After considering the recommendation, the Superintendent shall assign the employee to his usual place of employment unconditionally, or to a work assignment under restrictive

conditions. The Superintendent may also elect to seek to have the employee utilize sick leave or be placed on an unpaid leave of absence.

6. The Medical Review Team may meet periodically to review the circumstances of the infected person. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner to the Superintendent. Such recommendation may include a reassignment of responsibility or sick leave.

7. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Board shall comply with the provisions of this Agreement and Board Policy.

8. An employee diagnosed to have a chronic communicable disease shall have full access to sick leave and disability leave as provided by this negotiated contract and the Ohio Revised Code.

17.03 125 Plan

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

ARTICLE XVIII -- EFFECTS OF CONTRACT

18.01 Waiver in Case of Emergency

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

B. Upon termination of the emergency, those provisions suspended shall be reinstituted in full force as per the original Agreement.

18.02 Continuous Performance Pledge

A. The members of the Association agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage as defined by O.R.C. 4117.01 during the term of this Agreement. In the event that the Association or any of its members violate this provision, they shall be subject to appropriate penalties as determined by the Board of Education in accordance with O.R.C. 4117.23.

B. The Board agrees not to lock out or otherwise prevent teachers from performing their regularly assigned duties where an object thereof is to bring pressure on the teachers or the Association to compromise or capitulate to the Board's terms regarding a labor relations dispute.

C. The Association and the Board will make every reasonable effort to discourage, prevent, or terminate violations of this pledge.

D. The provisions of R.C. 3302.10 are incorporated into this Agreement by reference, but have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to ORC Section 3302.10. If the District enters into the academic distress provisions of R.C. 3302.10, the intent of the parties is to emerge with this Agreement intact. Furthermore, the Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

18.03 Severability

A. In the event that there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a state agency or a federal agency, this negotiated agreement shall prevail as to that provision.

B. If during the term of this Agreement, any provision herein is determined invalid due to its conflict with applicable state or federal law, or valid

rule or regulation adopted by a state or federal agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party.

ARTICLE XIX – TERM OF AGREEMENT AND SIGNATURES

19.01 This Agreement and all attached appendixes entered into by the Kenton City School District Board of Education and the Kenton Education Association shall be effective as of JULY 1, 2023 and shall continue in effect until 12:00 midnight JUNE 30, 2026.

19.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

19.03 In witness thereof, we the undersigned representatives of the Board of Education and the Kenton Education Association have hereunto set our hands this 19 day of JUNE, 2023.

FOR THE ASSOCIATION:

Co-President, KEA

Co-President, KEA

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR THE BOARD:

President, Board of Education

Vice President, Board of Education

Superintendent

Negotiating Team Member

Treasurer

APPENDIX A

KENTON CITY SCHOOOL DISTRICT
TEACHER SALARY INDEX SCHEDULE

YEARS OF EXPERIENCE	BS/ BA	plus 150	MA	MA +15
0 &1	1.040	1.081	1.143	1.155
2	1.080	1.124	1.191	1.210
3	1.120	1.167	1.239	1.265
4	1.160	1.210	1.287	1.320
5	1.200	1.253	1.335	1.375
6	1.240	1.296	1.383	1.430
7	1.280	1.339	1.431	1.485
8	1.320	1.382	1.480	1.540
9	1.360	1.425	1.530	1.595
10	1.400	1.470	1.580	1.650
11	1.440	1.515	1.630	1.705
12	1.480	1.560	1.680	1.760
13	1.510	1.600	1.730	1.815
14			1.765	1.870
15				1.910
20	1.53	1.63	1.80	1.95
25	1.55	1.66	1.835	1.99
30	1.58	1.70	1.875	2.03

APPENDIX A-1

Kenton City School District
Certified Salary Schedule
IRN: 044172
2023-24 3.00% Inc.
Base $ 40,045
Step 0 & 1 $41,647

STEP	BACH	BS+150	MA	MA+15
0	41,647	43,289	45,772	46,252
1	41,647	43,289	45,772	46,252
2	43,249	45,011	47,694	48,455
3	44,851	46,733	49,616	50,657
4	46,453	48,455	51,538	52,860
5	48,054	50,177	53,460	55,062
6	49,656	51,899	55,383	57,265
7	51,258	53,621	57,305	59,467
8	52,860	55,343	59,267	61,670
9	54,462	57,065	61,269	63,872
10	56,063	58,867	63,272	66,075
11	57,665	60,669	65,274	68,277
12	59,267	62,471	67,276	70,480
13	60,468	64,072	69,278	72,682
14	60,468	64,072	70,680	74,885
15	60,468	64,072	70,680	76,487
16	60,468	64,072	70,680	76,487
17	60,468	64,072	70,680	76,487
18	60,468	64,072	70,680	76,487
19	60,468	64,072	70,680	76,487
20	61,269	65,274	72,082	78,088
21	61,269	65,274	72,082	78,088
22	61,269	65,274	72,082	78,088
23	61,269	65,274	72,082	78,088
24	61,269	65,274	72,082	78,088
25	62,070	66,475	73,483	79,690
26	62,070	66,475	73,483	79,690
27	62,070	66,475	73,483	79,690
28	62,070	66,475	73,483	79,690
29	62,070	66,475	73,483	79,690
30	63,272	68,077	75,085	81,292

Kenton City School District
Certified Salary Schedule
IRN: 044172
2024-25 3.00% Inc
Base $ 41,247
Step 0 & 1 $ 42,897

STEP	BACH	BS+150	MA	MA+15
0	42,897	44,588	47,145	47,640
1	42,897	44,588	47,145	47,640
2	44,546	46,361	49,125	49,908
3	46,196	48,135	51,105	52,177
4	47,846	49,908	53,084	54,446
5	49,496	51,682	55,064	56,714
6	51,146	53,456	57,044	58,983
7	52,796	55,229	59,024	61,251
8	54,446	57,003	61,045	63,520
9	56,095	58,776	63,107	65,788
10	57,745	60,633	65,170	68,057
11	59,395	62,489	67,232	70,326
12	61,045	64,345	69,294	72,594
13	62,282	65,995	71,357	74,863
14	62,282	65,995	72,800	77,131
15	62,282	65,995	72,800	78,781
16	62,282	65,995	72,800	78,781
17	62,282	65,995	72,800	78,781
18	62,282	65,995	72,800	78,781
19	62,282	65,995	72,800	78,781
20	63,107	67,232	74,244	80,431
21	63,107	67,232	74,244	80,431
22	63,107	67,232	74,244	80,431
23	63,107	67,232	74,244	80,431
24	63,107	67,232	74,244	80,431
25	63,932	68,469	75,688	82,081
26	63,932	68,469	75,688	82,081
27	63,932	68,469	75,688	82,081
28	63,932	68,469	75,688	82,081
29	63,932	68,469	75,688	82,081
30	65,170	70,119	77,337	83,731

Kenton City School District
Certified Salary Schedule
IRN: 044172
2025-26 3.00% Inc.
Base $42,484
Step 0 & 1 $ 44,183

STEP	BACH	BS+150	MA	MA+15
0	44,183	45,925	48,559	49,069
1	44,183	45,925	48,559	49,069
2	45,883	47,752	50,599	51,406
3	47,582	49,579	52,638	53,742
4	49,282	51,406	54,677	56,079
5	50,981	53,233	56,716	58,416
6	52,680	55,059	58,755	60,752
7	54,380	56,886	60,795	63,089
8	56,079	58,713	62,876	65,425
9	57,778	60,540	65,001	67,762
10	59,478	62,452	67,125	70,099
11	61,177	64,363	69,249	72,435
12	62,876	66,275	71,373	74,772
13	64,151	67,974	73,497	77,109
14	64,151	67,974	74,984	79,445
15	64,151	67,974	74,984	81,145
16	64,151	67,974	74,984	81,145
17	64,151	67,974	74,984	81,145
18	64,151	67,974	74,984	81,145
19	64,151	67,974	74,984	81,145
20	65,001	69,249	76,471	82,844
21	65,001	69,249	76,471	82,844
22	65,001	69,249	76,471	82,844
23	65,001	69,249	76,471	82,844
24	65,001	69,249	76,471	82,844
25	65,850	70,524	77,958	84,543
26	65,850	70,524	77,958	84,543
27	65,850	70,524	77,958	84,543
28	65,850	70,524	77,958	84,543
29	65,850	70,524	77,958	84,543
30	67,125	72,223	79,658	86,243

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

A. The following percentages are to be applied to the base teacher salary and rounded to the nearest dollar.

B. Coaching/Activity experience at the high school level shall be counted toward experience as a Head Coach/Activity Head in the same sport/activity. (Does not need to be continuous)

C. After ten (10) years of non-service in an active/sport, experience does not count.

D. The Superintendent, with the approval of the Board of Education, may allow credit for prior experience directly related to the particular assignment.

E. Steps are based on years of paid experience for school employees.

F. Non school employees move up the steps as follows:

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

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

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

	Step 0	**Step 1 1-3 yrs**	**Step 2 4-6 yrs**	**Step 3 7+yrs**
High School Head Girls Basketball High School Head Boys Basketball High School Head Football High School Band Director/MS Asst.	**.164**	**.179**	**.194**	**.209**
High School Assistant Football (Up to 5) High School Assistant Boys Basketball (Up to 2) High School Assistant Girls Basketball (Up to 2)	**.107**	**.120**	**.133**	**.146**

	Step 0	Step 1 1-3 yrs	Step 2 4-6 yrs	Step 3 7+yrs
High School Head Volleyball High School Head Boys Soccer High School Head Girls Soccer High School Head Swimming High School Head Wrestling High School Head Baseball High School Head Softball High School Head Track Freshmen Head Football Powerlifting High School Assistant Band Director/ Head MS Band	.107	.120	.133	.146
High School Head Cross Country High School Head Boys Golf High School Head Girls Golf High School Head Boys Tennis High School Head Girls Tennis High School Assistant Volleyball (Up to 2) Freshman Assistant Football High School Assistant Boys Soccer High School Assistant Girls Soccer High School Assistant Swimming Freshmen Head Basketball High School Assistant Wrestling High School Assistant Baseball (Up to 2) High School Assistant Softball (Up to 2) High School Assistant Track (Up to 3) High School Head Bowling High School Head Top 20	.076	.085	.094	.103
High School Yearbook Advisor 8th Grade Head Football 7th Grade Head Football Freshmen Head Volleyball 8th Grade Head Basketball 7th Grade Head Basketball Middle School Head Wrestling	.059	.067	.075	.083
Middle School Head Track Middle School Head Cross Country 8th Grade Head Volleyball 7th Grade Head Volleyball Middle School Dimensions High School Band Assistant High School Musical Assistant Cross Country	.059	.067	.075	.083

	Step 0	Step 1 1-3 yrs	Step 2 4-6 yrs	Step 3 7+yrs
Rifle Team Drill Team High School Assistant Bowling	.059	.067	.075	.083
Flag Corps Middle School Assistant Volleyball 8th Grade Assistant Football 7th Grade Assistant Football Middle School Assistant Track (Up to 2) High School Winter Cheerleader	.047	.055	.063	.071
Middle School Yearbook Advisor Middle School Student Govt. Majorette Advisor High School Scholastic Quiz Team High School Fall Cheerleader High School Assistant Musical High School Top 20 Assistant High School Robotics Middle School Robotics ESPORTS	.033	.040	.047	.054
Weight Trainer Fall Weight Trainer Winter Weight Trainer Spring Weight Trainer Summer Freshmen Winter Cheerleader Middle School Winter Cheerleader JROTC (Orienteering)/Raiders	.025	.031	.037	.043
National Honor Society Advisor Middle School Fall Cheerleader Middle School National Honor Society Freshman Fall Cheerleader Middle School Power of the Pen High School Pep Band Middle School Quiz Team Just Write Ohio	.016	.021	.026	.031

Fixed Rate Positions

Ticket Manager	.083
Elementary Library Supervisor	.071
High School Activities Club	.062
High School Dept. Heads	.054
PK-8 Grade Level Team Leaders	.054

CCP Teacher	.054
Senior Class Advisor	.031
Junior Class Advisor	.031
Sophomore Class Advisor	.031
Freshman Class Advisor	.031
Elementary Vocal Music	.031
Design Team Member	.031
Safety Patrol- Elementary	.031

APPENDIX C

KENTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
KENTON EDUCATION ASSOCIATION

GRIEVANCE NO. ____

GRIEVANCE FORM

Date Submitted _____
(in writing)

Name of Aggrieved Employee _____ Supervisor's Name_____

_____

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

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

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

Description of incident giving rise to the grievance:_____

_____

Remedy Requested: _____

_____

_____ _____

_____
KEA Representative's Signature Aggrieved Employee's Signature

LEVEL I
DELIVERED BY GRIEVANT TO SCHOOL PRINCIPAL (OR IMMEDIATE SUPERVISOR)

Grievant's Signature: _____ Date:_____

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

Answer Attached & Returned: _____ Date:_____

LEVEL 2
DELIVERED BY GRIEVANT TO SUPERINTENDENT OF SCHOOLS

Grievant's Signature: _____ Date:_____

Superintendent's Signature: _____ Date:_____

Answer Attached & Returned: Date:

LEVEL 3
ARBITRATION REQUEST

KEA representative's Signature: _____ Date Submitted: _____

Superintendent's Signature:_____ Date Received: _____

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

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Kenton City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Kenton Education Association, effective from July 1, 2023 through June 30, 2026.

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

Treasurer

Superintendent

Board President

June 19, 2023

Introduction

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

Guidelines

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

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

Evaluation Committee

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

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

Instructional Staff

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

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

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

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

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

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

(i) The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the board.

(ii) The teacher has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

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

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

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

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

A. The process of nonrenewal of teachers if they are in their last year of a limited contract.

B. The process of R.C. 3319.16 to terminate a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account the most recent evaluation (to the extent the teacher has been employed by the District during that time).

C. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

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

A. The determinations of the Superintendent for priority in the use of resources.

B. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.

C. The optimization of available federal, state, or organizational grants, for professional development.

D. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement.

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

Definitions

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

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

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Standards Based Teacher Evaluation

1. Each teacher evaluation will result in a holistic teacher performance rating of:
   a. accomplished;
   b. skilled;
   c. developing, or
   d. ineffective

2. Evaluators will gather evidence for the holistic rating through formal observations, informal observations, scheduled conferences, walkthroughs, other teacher interactions required during the obligation of teachers fulfilling their educational duties, and evidence submitted by the teacher.

3. Credentialed evaluators will complete all evaluations and submit a written report of the results of the evaluation to teachers by May 1 each year and will submit the holistic teacher performance rating to OhioES by May 10 each year.

B. Assessment of Teacher Performance

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

1. understanding student learning and development and respecting the diversity of the students they teach;

2. understanding the content area for which they have instructional responsibility;

3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

4. planning and delivering effective instruction that advances individual student learning;

5. creating learning environments that promote high levels of learning and achievement;

6. collaborating and communicating with students, parents, other educators, District administrators and the community to support students learning; and

7. assuming responsibility for professional growth, performance and involvement.

C. Professional Growth Plan

1. A teacher's Professional Growth Plan and/or Improvement Plan is based on the results of the most recent evaluation and observations.

2. Annually, each teacher must develop a Professional Growth Plan and submit that plan to their credentialed evaluator by October 1. This plan must be aligned to any current school and district goals.

3. A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator.

4. A teacher with a Final Holistic Rating of **Accomplished** develops a self-directed Professional Growth Plan annually.

5. A teacher with a Final Holistic Rating of **Skilled** develops a Professional Growth Plan annually, working jointly with the evaluator.

6. A teacher with a Final Holistic Rating of **Developing** annually develops a Professional Growth Plan guided by the evaluator.

7. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the evaluator.

D. Framework Components

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

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

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

1. meets the eligibility requirements under R.C. 3319.111(D); and

2. holds a credential established by the Ohio Department of Education for teacher evaluation; and

3. has completed state-sponsored evaluation training and has passed an online credentialing assessment; and

4. is a licensed state of Ohio administrator employed by Kenton City Schools; and

5. is not hired under a purchased service agreement; and

6. is trained in the district evaluation procedures.

7. The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

F. Instructional Staff (See Definition of "teacher")

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

G. Other Instructional Licensed Staff

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

H. Criteria and Schedule for Evaluation

1. All instructional staff who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and minimum of two (2) periodic classroom walkthroughs each school year.
2. All teachers who are not on an improvement plan must submit a professional growth plan to their evaluator by October 1st.
    a. Professional Growth plans must include two measurable goals linked to the standards in the OTES 2.0 rubric.
    b. One goal must be based on area of refinement from previous year.

3. Teachers on a limited contract who are under consideration for renewal shall receive at least three (3) formal observations in addition to a minimum of two (2) classroom walkthroughs unless the superintendent waives the third observation.

4. Teachers on a limited contract who are under consideration for non renewal shall receive at least three (3) formal observations in addition to a minimum of two (2) classroom walkthroughs.

5. Teachers who disagree with and provide evidence that identifies improper practices and/or documentation shall be permitted to request a meeting with the teacher, the evaluator, and a credentialed evaluator from another building in the district.

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

7. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES 2.0 "Teacher Performance Evaluation Rubric" as adopted in 2020 for instructional planning, instruction and assessment, and professionalism.

8. Teachers who submit written retirement notification to the superintendent the Wednesday prior to the regularly scheduled November Board of Education meeting will be exempt from the evaluation process.

I. Comparable Evaluations

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

Observations and Walkthroughs

A. Schedule of Formal Observations

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

B. Formal Observation Conference

1. The formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. An additional observation may be unannounced.

2. A post-observation conference shall be held within ten (10) working days after each formal observation.

3. The observation report shall be signed by the evaluator. The observation report should then be signed by the employee to verify notification to the employee that the report will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report.

4. An employee may request a formal observation in addition to those required by this procedure.

C. Classroom Walkthrough Procedure

1. Walkthroughs must be completed by the credential evaluator who is doing the formal observation and evaluation.

2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

3. Data gathered from the walkthrough must be shared with the teacher within three (3) working days. After receiving the walkthrough data the teacher or administrator may request a debriefing conference.

4. A minimum of two (2) walkthroughs shall be included in each evaluation cycle.

5. An employee may request a walkthrough in addition to those required by this procedure.

6. Walkthrough form will be aligned to the Ohio Department of Education's OTES 2.0 "Teacher Performance Evaluation Rubric" as adopted in 2020 for instructional planning, instruction and assessment, and professionalism.

7. Walkthrough forms do not require evaluator or employee signature.

D. Use of High Quality Student Data

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

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

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

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

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

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

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

Finalization of Evaluation

A. Teacher Performance Rating

1. The holistic performance evaluation of an employee shall be based upon the consideration of the evidence from walkthroughs and observations of the employee's performance from the current school year, as well as evidence submitted by the teacher, which will acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any.

2. Evaluators will email each of their teachers by May1 each year with the teacher performance rating they intend on entering into the OhioES system.

3. Teachers will have the opportunity to request a conference with the evaluator within five (5) days if they would like to discuss that rating before it is entered into the OhioES system.

B. Personnel File

1. All observation reports, walkthrough forms and Final Teacher Holistic Performance Rating form will be sent to the superintendent and placed in the employee personnel files.

2. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

C. Evaluation Outcomes

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

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

2. The Board adopted a resolution, to evaluate each teacher who received a holistic rating of skilled on the teacher's most recent evaluation conducted under this section once every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan.

3. Teachers with a final holistic rating of ineffective will develop an improvement plan with their credentialed evaluator to be implemented on the next evaluation cycle.

Identification of Deficiencies/Improvement Plan/Coaching Plan

A. Definitions

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

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

B. Deficiencies Identified through Formal Observations

1. Observations resulting in identification of performance deficiencies shall be followed within ten (10) working days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.

2. If a recommendation for an Improvement Plan or Coaching Plan occurs, the plan shall be developed and may be continued into the next school year, providing the teacher is in the same position.

3. The evaluator, in collaboration with the teacher, will formulate the Improvement Plan or Coaching Plan.

   a. The Improvement Plan or Coaching Plan, as outlined in this document, details:

      i. specific performance expectations, resources and assistance to be provided,

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

Forms are attached.

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Coaching Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Coaching Plan Conference: _____

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

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

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

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

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

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

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

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

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

Comments:

Date for Coaching Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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Coaching Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Coaching Plan should continue for time specified: _____.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed ☐Jointly Developed ☐Evaluator
Guided (Accomplished) (Skilled)
(Developing)

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

Teacher's Signature:_____ Date: _____

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

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

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Rubric

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

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

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

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	**Studentcentered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and studentdirected interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily selfdirected with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT						
DOMAINS	**Components**					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of wellbeing.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of wellbeing. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

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

ORGANIZATIONAL AREA: PROFESSIONALISM

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

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

Remote Learning Days

Kenton Elementary School

Full Day

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

Two (2) Hour delay

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

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

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

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

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Kenton City School District Board of Education (Board) and the Kenton Education Association (Association).

WHEREAS, the Board and Association are subject to a Collective Bargaining Agreement (CBA) in effect July 1,2023-June 30, 2026, and

WHEREAS, The Board and Association have engaged in discussion regarding the addition of supplemental positions and desire to enter into this Memorandum of Understanding to capture these changes;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following shall constitute their Agreement.

1. Effective beginning the 2024-2025 school year, the following supplemental positions shall be added to Appendix B- Supplemental Salary Schedule under FIXED RATE positions:

   Elementary CC Department Head .054
   Middle/High CC Department Head (*) .054
   ***To be filled when combined Middle/High reaches 40 students**

A. The parties agree that the grievance procedure (Article IV) shall be the sole mechanism for enforcing the terms of this Agreement.

B. All other provisions of the CBA shall remain in full force and effect except as modified by this Memorandum of Understanding.

C. The parties agree the terms of this Memorandum do not establish precedent or form the basis of a past practice.

D. This MOU is subject to ratification pursuant to the Association's governance procedures.

E. This Memorandum of Understanding shall be incorporated into the Collective Bargaining Agreement, in effect July 1, 2023- June 30, 2026, and automatically included in subsequent Collective Bargaining Agreements, unless the parties agree, in writing, to modify or alter the terms and conditions as set forth in this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16 day of Sept, 2024, at Kenton, Ohio.

July, 2024, at Kenton, Ohio.

FOR THE BOARD

Board President

7-15-2024

Date

Treasurer

7-15-24

Date

Superintendent

7-15-24

Date

FOR THE ASSOCIATION

Association Co-President

7/22/24

Date

Association Co-President

7/23/24

Date

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Kenton City School District Board of Education (Board) and the Kenton Education Association (Association).

WHEREAS, the Board and Association are subject to a Collective Bargaining Agreement (CBA) in effect July 1,2023-June 30, 2026, and

WHEREAS, The Board and Association have engaged in discussion regarding the importance of the retention of highly qualified educators;

WHEREAS, the parties acknowledge that some of these steps are not in accord with Article XV-EMPLOYMENT OF RETIRED TEACHERS, Section 15.01 (A) and desire to enter into this Memorandum of Understanding to capture these changes;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following shall constitute their Agreement.

1. Effective beginning the 2024-2025 school year, Article 15.01(A) shall be amended as follows: "Will receive only five (5) years of Service Credit level and Educational level upon initial rehire, as per sections 14.02, 14.03, and 14.04. Retired teachers will be eligible for step advancement if they are re-employed under a one-year limited contract for consecutive years."

A. The parties agree that the grievance procedure (Article IV) shall be the sole mechanism for enforcing the terms of this Agreement.

B. All other provisions of the CBA shall remain in full force and effect except as modified by this Memorandum of Understanding.

C. The parties agree the terms of this Memorandum do not establish precedent or form the basis of a past practice.

D. This MOU is subject to ratification pursuant to the Association's governance procedures.

E. This Memorandum of Understanding shall be incorporated into the Collective Bargaining Agreement, in effect July 1, 2023- June 30, 2026, and automatically included in subsequent Collective Bargaining Agreements, unless the parties agree, in writing, to modify or alter the terms and conditions as set forth in this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of

July 2024, at Kenton, Ohio.

FOR THE BOARD

Board President

7-15-2024

Date

District Treasurer

7-15-24

Date

Superintendent

7-15-24

Date

FOR THE ASSOCIATION

Association Co-President

7/22/24

Date

Association Co-President

7/23/24

Date

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Kenton City School District Board of Education (Board) and the Kenton Education Association (Association).

WHEREAS, the Board and Association are subject to a Collective Bargaining Agreement (CBA) in effect July 1,2023-June 30, 2026, and

WHEREAS. The Board and Association have engaged in discussion regarding the addition of supplemental positions and desire to enter into this Memorandum of Understanding to capture these changes:

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following shall constitute their Agreement.

1. Effective beginning the 2024-2025 school year, the following supplemental positions shall be added to Appendix B- Supplemental Salary Schedule:

	Step 0	Step 1 1-3 yrs	Step 2 4-6 yrs	Step 3 7+yrs
High School Assistant Boys Soccer (up to 2)	.076	.085	.094	.103
High School Assistant Girls Soccer (up to 2)	.076	.085	.094	.103
Leader In Me Lead	.016	.021	.026	.031
Winterguard	.059	.067	.075	.083

A. The parties agree that the grievance procedure (Article IV) shall be the sole mechanism for enforcing the terms of this Agreement.

B. All other provisions of the CBA shall remain in full force and effect except as modified by this Memorandum of Understanding.

C. The parties agree the terms of this Memorandum do not establish precedent or form the basis of a past practice.

D. This MOU is subject to ratification pursuant to the Association's governance procedures.

E. This Memorandum of Understanding shall be incorporated into the Collective Bargaining Agreement. in effect July 1, 2023- June 30, 2026, and automatically included in subsequent Collective Bargaining Agreements. unless the parties agree, in writing, to modify or alter the terms and conditions as set forth in this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of

11/01/2023
23-MED-04-0368

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Kenton City Schools Board of Education (Board) and the Kenton Education Association (Association).

WHEREAS, the Board and Association are subject to a Collective Bargaining Agreement (CBA) in effect July 1, 2023- June 30, 2026.

WHEREAS, it is agreed that a change in the Collective Bargaining Agreement (CBA) Supplemental Salary Schedule needs to be made.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following shall constitute change in the Supplemental Salary Schedule as it relates to this matter:

1. The position of High School Debate Club shall be added to the Supplemental Schedule as a 'FIXED RATE" position and shall be compensated at the fixed rate of .071 of the base salary.

All other provisions of the CBA shall remain in full force and effect except as modified by this Memorandum of Understanding.

The parties agree the terms of this Memorandum do not establish precedent or form the basis of a past practice.

This MOU is subject to ratification pursuant to the Association's governance procedures.

This Memorandum of Agreement does not alter any provision or right under the Collective Bargaining Agreement, in effect July 1, 2023-June 30, 2026, except as expressly set forth herein.

For the Association

By: _____ 10/16/23
Date

For the Board of Education

By: _____ 10-16-2023
Date

10-16-23
Date

Jill Smith
District Treasurer

10-16-23
Date

10-20 23
Date

Association Co-President

10/16/23
Date

jointly select a physician/psychologist for a third opinion and "tie-breaker", with all costs paid by the Board.

v. if the bargaining unit member is unable to return to work, the Board shall retain them as an active employee, on paid administrative leave, which entitles them to all rights and benefits of the collective bargaining agreement, until the employee is able to return to work, reaches their STRS retirement age for unreduced benefits, or for a period of not less than ten (10) years, whichever occurs first. If requested, the bargaining unit member shall file a claim with the Bureau of Workers' Compensation (BWC) normally not later than thirty (30) days following said request. This timeline shall be extended in cases of severe injury and/or incapacitation. Payment while on paid administrative leave shall not exceed the bargaining unit member's per diem rate of pay less any payment the bargaining unit member may receive through Worker's Compensation. The bargaining unit member shall retain all other rights and privileges of this contract, including but not limited to insurances, accrual of leaves, and accrual of seniority. The Board shall not use the denial of a BWC claim to deny benefits otherwise prescribed by this contract.

vi. receive an amount equal to triple the life insurance policy to the bargaining unit member's beneficiary, if killed. The member also shall be considered "retired" and eligible for severance per Article 14.09.

C. All other provisions of the CBA, including disciplinary protections for bargaining unit members participating in RRT, shall remain in full force and effect except as modified by this Memorandum of Understanding.

4. The parties agree the terms of this Memorandum do not establish precedent or form the basis of a past practice.

5. The parties agree to meet in May 2024 to discuss whether any changes to this MOU are needed. This MOU shall remain in effect unless the parties agree to changes in writing.

6. This MOU is subject to ratification pursuant to the Association's governance procedures.

This Memorandum of Agreement does not alter any provision or right under the Collective Bargaining Agreement, in effect July 1, 2023-June 30, 2026, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of OCTOBER, 2023, at Kenton, Ohio.

FOR THE BOARD

Board President

FOR THE ASSOCIATION

Association Co-President

Superintendent, determined by the Board and Association, and as defined in the RRT Emergency Management Plan Amendment.

F. The Board will provide an insurance policy of not less than $3 million per incident per Participant.

G. The Board will provide an attorney to defend each Participant for all legal claims that arise out of Participant's use of a firearm in association with the RRT for self-defense or in the defense of school staff and students to prevent bodily harm or death.

H. The Board will provide at its cost all ammunition, cleaning supplies, targets, range fees, range instruction, and holsters for Participants.

I. If a Participant uses a weapon, ammunition and/or holster that has not been provided or approved by the Board as outlined in the Emergency Management Plan, the Participant will immediately be removed from the RRT.

J. Participants, at Board cost, must have weapons associated with the RRT inspected annually by a professional gunsmith and provide the Board with written verification of the inspection.

3. These additional standards shall apply to the Association and bargaining unit members participating in RRT:

A. The Superintendent and Association President(s) shall meet quarterly to discuss program concerns, enhancements, training opportunities, and review operational procedures regarding firearm maintenance. The Association President(s) will collaborate with the Superintendent to determine if there are any needed changes to the RRT Emergency Management Plan.

B. Any bargaining unit member participating in RRT who is involved in a live fire situation, or who is injured by a school-authorized RRT weapon or use of a school-authorized RRT weapon shall:

i. be immediately placed on paid administrative leave, and may remain on such leave for a period of up to twelve (12) months subject to the recommendation of a physician or psychologist jointly selected and by the bargaining unit member and paid the Board;

ii. successfully complete a Critical Incident Stress Debriefing (CISD) and Ohio Peace Officer Training Commission model curriculum for armed school employees,

iii. successfully complete a comprehensive mental health assessment by a qualified mental health professional not participating in the CISD;

iv. be medically and psychologically cleared as fit to return to work by a physician or psychologist selected by the bargaining unit member and paid by the Board. If the bargaining unit member is not cleared to return to work, the bargaining unit member shall undergo a medical and psychological evaluation on an annual basis to determine if the bargaining unit member is cleared to return to work. The Board may request the bargaining unit member be evaluated by a physician or psychologist of their choosing, for a second opinion. Should a discrepancy exist between the member selected physician/psychologist opinion and the Board selected physician/psychologist, the bargaining unit member and the Board shall

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Kenton City School District Board of Education (Board) and the Kenton Education Association (Association).

WHEREAS, the Board and Association are subject to a Collective Bargaining Agreement (CBA) in effect July 1, 2023-June 30, 2026, and

WHEREAS, The Board has chosen to approve and enact a Rapid Response Team, which may include the arming of bargaining unit members, and the Board and the Association have met to discuss and address the concerns associated with this action;

WHEREAS, the parties understand and agree that Rapid Response Team participation is voluntary and not part of the job duties of any bargaining unit member or any other employee.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following shall constitute their Agreement as it relates to the Rapid Response Team and the Association's bargaining unit members.

1. Participation in the Rapid Response Team program (RRT) is voluntary and allows bargaining unit members to stop participation at any time without consequence.

2. The following standards shall apply to bargaining unit members who participate in RRT. These standards exceed the minimum requirements in Ohio law and recognized best practices. However, the Board will apply these standards to both bargaining unit members and other employees who participate in RRT (collectively Participants):

   A. Participants will complete a minimum of 100 hours of firearm and school setting specific armed response training at Board cost and as set forth in the District's RRT Emergency Management Plan. Participants will complete the first 50 hours before being eligible to carry a weapon as part of the RRT, and the remaining 50 hours within twelve (12) months after being authorized to participate in RRT per the specific timelines in the Emergency Management Plan. Participants who fail to complete the minimum hours per the timeline outlined in this section will be immediately removed from participation on the RRT.
   B. Participants are expected to successfully complete a firearms re-qualification program, which includes the use of deadly force, firearms use policy, general safety procedures, and other relevant topics, annually.
   C. Participants will allow no one else to handle school authorized RRT weapons. All instances of negligent handling will be immediately reported to the superintendent/designee with no fear of retaliation or reprisal against the individual reporting the concern.
   D. All records identifying Participants shall be considered confidential records not subject to a request under R.C. 149.43 to the maximum extent permitted by law.
   E. The total number of armed employees shall be capped based upon square footage of buildings, number of students, or other objective measure set as by the

2026-27	3% Inc			
Base	$43,759			
Step 0 & 1	$ 45,509			
STEP	BACH	BS+150	MA	MA+15
0	45,509	47,303	50,016	50,541
1	45,509	47,303	50,016	50,541
2	47,259	49,185	52,116	52,948
3	49,010	51,066	54,217	55,355
4	50,760	52,948	56,317	57,761
5	52,510	54,829	58,418	60,168
6	54,261	56,711	60,518	62,575
7	56,011	58,593	62,618	64,981
8	57,761	60,474	64,763	67,388
9	59,512	62,356	66,951	69,795
10	61,262	64,325	69,138	72,202
11	63,012	66,294	71,326	74,608
12	64,763	68,263	73,514	77,015
13	66,075	70,014	75,702	79,422
14	66,075	70,014	77,234	81,828
15	66,075	70,014	77,234	83,579
16	66,075	70,014	77,234	83,579
17	66,075	70,014	77,234	83,579
18	66,075	70,014	77,234	83,579
19	66,075	70,014	77,234	83,579
20	66,951	71,326	78,765	85,329
21	66,951	71,326	78,765	85,329
22	66,951	71,326	78,765	85,329
23	66,951	71,326	78,765	85,329
24	66,951	71,326	78,765	85,329
25	67,826	72,639	80,297	87,079
26	67,826	72,639	80,297	87,079
27	67,826	72,639	80,297	87,079
28	67,826	72,639	80,297	87,079
29	67,826	72,639	80,297	87,079
30	69,138	74,389	82,047	88,830

b. BS/BA plus 15 semester hours or 23 quarters graduate credit earned after receiving the BS/BA degree.

2. The column headed "MA + 15/30" designates the following:

   a. M.A. degree plus 15 semester hours or 23 quarter hours graduate credit earned after receiving the M.A. degree.
   b. M.A. degree plus 30 semester hours or 45 quarter hours total credit hours earned after receiving the M.A. degree.

3. Hours must be earned from an institution which is accredited by the State of Ohio Department of Education.

4. A teacher must earn a master's degree (MA) in his or her area of licensure or certification or an area related to a public education profession (e.g., administration, special education) in order to move horizontally on the salary schedule.

The expiring Memorandums of Understanding (MOUs) attached to this Extension shall be treated as follows:

1. The two (2) supplemental positions in the September 16, 2024 MOU shall be incorporated as written into Appendix B- Supplemental Salary Schedule.

2. The four (4) supplemental positions in the July 15, 2024 MOU shall be incorporated as written into Appendix B- Supplemental Salary Schedule.

3. The one (1) supplemental position in the October 16, 2023 MOU shall be incorporated as written into Appendix B- Supplemental Salary Schedule.

4. The amendment to Article 15.01(A) in the July 15, 2024 MOU shall be incorporated as written into the collective bargaining agreement.

5. The October 16, 2023 MOU on the Rapid Response Team program shall be extended for a one-year period between July 1, 2026 and June 30, 2027.

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

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

Section 14.04 is amended as follows:

14.04 Salary Schedule

A. The wage rates set forth in Appendix A-1 shall be increased as follows and shall become effective as indicated by the dates specified on the salary schedule. Salary increase in Appendix A.

2023-2024	3.00% increase
2024-2025	3.00% increase
2025-2026	3.00% increase
2026-2027	**3.00% increase**

- All bargaining unit members who worked during the 2022-2023 school year and are still employed with Kenton City Schools on November 1, 2023, shall receive a $600 stipend to be paid the second pay in November.
- All bargaining unit members who worked during the 2023-2024 school year and are still employed with Kenton City Schools on November 1, 2024, shall receive a $600 stipend to be paid the second pay in November.
- All bargaining unit members who worked during the 2024-2025 school year and are still employed with Kenton City Schools on November 1, 2025, shall receive a $600 stipend to be paid the second pay in November.
- **All bargaining unit members who worked during the 2025-2026 school year and are still employed with Kenton City Schools on November 1, 2026 shall receive a $600 stipend to be paid the second pay in November.**

B. Teachers shall advance through the salary schedule in accordance with Sections 14.02 and 14.03 as contained herein.

C. Salary Schedule Headings

1. The column headed "150/15" designates the following:

    a. 150 semester hours or 225 quarter hours.

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

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

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

1. Board paid premium 90%.

2. Creation of individual employee Health Savings Accounts (HSAs).

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

Year	Single	Family
2024	$ 750	$1,500
2025	$ 750	$1,500
2026	$ 750	$1,500
2027	**$ 750**	**$1,500**

   During each calendar year, the Board will match employee contributions up to one thousand two hundred dollars ($1,200) for a single plan and two thousand four hundred dollars ($2,400) for a family plan. The payments will be made in tandem with the employee's contributions through payroll. Employees shall be responsible for any fees associated with a Health Reimbursement Account (HRA), if applicable.

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

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

Exhibit A

Section 3.07 is amended as follows:

3.07 Disagreement

A. In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of the Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) **or another mutually agreed upon mediator/mediation service** requesting the appointment of a mediator. **The Board and Association will equally share any costs related to the use of the mediator.**

B. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS **or the rules and regulations of another mutually agreed mediator/mediation service**.

C. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

Section 13.01 is amended as follows:

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

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

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

Hospitalization and Major Medical insurance and prescription drug insurance coverage will be subject to the "Hardin County Schools Employee's & Wellness Benefit Plan Spousal Coverage Agreement."

Extension of Collective Bargaining Agreement

The Kenton City School District Board of Education (Board) and the Kenton Education Association, OEA/NEA (KEA) agree to the following terms to extend their collective bargaining agreement, effective July 1, 2026 through June 30, 2027 (Extension):

1. Except as specifically provided, the terms of the expiring collective bargaining agreement in effect from July 1, 2023 through June 30, 2026, are included in the Extension as though rewritten. The terms remain in full force and effect unless the Board and the Association agree to modify or alter them in writing.

2. The Board and the KEA agree to the amendments and the Memorandum of Understanding (MOU) extension attached as Exhibit A.

3. The Board shall prepare an updated collective bargaining agreement incorporating the terms set forth in this Extension.

The terms set forth here were ratified by the KEA and adopted by the Board on or before April __, 2026.

KENTON EDUCATION ASSOCIATION

Co-President

Co-President

BOARD OF EDUCATION KENTON CITY SCHOOLS

President

Treasurer

Superintendent

R.C. 5705.412 Certification of Adequate Revenue for Contract

The Kenton City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operation revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the collective bargaining agreement extension between the Board and the Kenton Education Association, OEA/NEA, effective July 1, 2026 through June 30, 2027.

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

Treasurer

Superintendent

Board President

April 20, 2026

FOR THE BOARD

Board President

9-16-24

Date

District Treasurer

9-16-24

Date

Superintendent

9-16-24

Date

FOR THE ASSOCIATION

Association Co-President

10/24/24

Date

Association Co-President

9-19-24

Date