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NEGOTIATED AGREEMENT

between the

**CRESTVIEW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and

CRESTVIEW EDUCATION ASSOCIATION

September 1, 2015 - August 31, 2018

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ARTICLE I – RECOGNITION

The Crestview Local School District Board of Education, hereinafter referred to as the “Board,” recognizes the Crestview Education Association (OEA-NEA), hereinafter referred to as the “Association,” as the sole and exclusive bargaining agent for all certified personnel in the school district, excluding administrative personnel employed under an administrative contract. Hereinafter, employee(s) in the bargaining unit shall be referred to as bargaining unit member(s) or employee(s).

ARTICLE II – SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE III – NEGOTIATING PROCEDURE

A. Procedure

A written request for negotiations to commence may be submitted by the Association to the President of the Board or by the Board to the President of the Association not sooner than March 15 and not later than 60 calendar days prior to the contract expiration date. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives.

B. Duplication

1. As soon as is reasonably possible after the parties have formally ratified this Agreement, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished with a copy of the Agreement upon employment.
2. The CEA shall bear the full cost of the labor and materials utilized in preparing the final draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the final draft and for any subsequent amendment(s) of the Agreement.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the procedure is to provide a way for the Board and employees of the Board to reach solutions to problems.
2. It is the intent of the procedure to provide a simple, straightforward, and easily understood process for solving problems at the lowest possible administrative level as fairly and as expeditiously as possible.

B. Definitions

1. Grievance

A “grievance” is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Grievant

A “grievant” is a member of the bargaining unit who has a grievance, or the Association.

3. Days

“Days” means workdays during the regular school year. During the summer months, “days” means calendar days, excluding Saturdays, Sundays, and legal holidays.

4. Appropriate Immediate Supervisor

Appropriate immediate supervisor shall mean either the building principal or the Superintendent as appropriate at any step of the grievance.

C. Procedure

1. Authority to Resolve Grievances

In the event the immediate supervisor is not vested with the authority to resolve the grievance, the teacher and/or the immediate supervisor, following a conference, may waive Step II and proceed to Step III.

2. Grievance Forms

Forms for filing grievances shall be made available to bargaining unit members by the Association. (See Appendix A for grievance forms).

3. Time Limits

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered maximum, and an effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement.
- b. Failure of the Board or an administrator to process a grievance within the time limits specified, shall permit the grievant to proceed to the next step.
- c. Failure of the grievant to process the grievance within the time limits shall result in a waiver of the right to proceed further.

4. Representation

The employee has the right to have representatives present at any and all meetings. Such representative(s) shall be Association representatives. At the informal level, the Association representative(s) shall be from the local Association.

5. Written Disposition

All decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties.

6. Freedom from Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any aggrieved employee, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. Likewise, no reprisals of any kind shall be taken by the aggrieved employee or his/her representatives against administrators or the Board.

7. Grievance Records

All grievance records shall be kept separate from the employee's personnel file and shall be subject to the same rules of confidentiality as the personnel file.

D. Processing of Grievances

1. Step I – Informal

A grievant shall first discuss the grievance with the appropriate immediate supervisor. The date of such discussion and the signature of the grievant and the appropriate supervisor shall be noted on the grievance form (Appendix A). This meeting shall be on an informal basis and shall be within fifteen (15) days following the act or condition which is the basis of the grievance. The supervisor shall respond within ten (10) days after the conclusion of the meeting on the "Disposition" portion of Appendix A.

2. Step II – Formal

- a. If the grievance is not resolved in Step I, the grievant may appeal in writing to the appropriate immediate supervisor. If the appeal is not filed with the appropriate immediate supervisor within ten (10) days following receipt of the Step I notice of disposition, the grievance shall be waived. The appeal shall be filed on Appendix A which shall be completed in its entirety, except for the "Disposition." The grievant shall send a copy of the written appeal to the immediate supervisor and shall be granted a conference with the appropriate immediate supervisor within five (5) days after the appropriate immediate supervisor's receipt of the appeal. The appropriate immediate supervisor shall dispose of the grievance within five (5) days after the conclusion of the conference by the completion of the appropriate section of Appendix A, which shall be provided to the grievant, the President of the Association and the Superintendent.
- b. The immediate supervisor shall dispose of the written grievance within five (5) days after the conclusion of the conference. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the teacher, President of the Association and the Superintendent.

3. Step III – Formal

- a. If the action taken does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent on Appendix A by stating under “Remedy Sought” the reason the grievant disagrees with the disposition at Step II.
- b. Failure to file such appeal within five (5) days from receipt of the written disposition at Step II shall constitute a waiver of the right to appeal.
- c. Upon request, a conference shall be conducted by the Superintendent within five (5) days.
- d. The Superintendent shall dispose of the grievance in writing, with reasons stated, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the Association and the building principal.

4. Step IV – Formal

- a. If the Association is not satisfied with the disposition at Step III, it may request that the issue be submitted to arbitration within ten (10) days after receipt of the Superintendent’s written disposition of the grievance.
- b. The arbitrator shall be selected by mutually requesting a list of seven (7) names from the American Arbitration Association (AAA). Either party may request a second list. The parties shall alternately strike a name from the list until a single name remains. The first party to strike a name shall be decided by a flip of a coin. The final name shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the AAA.
- c. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties at the hearing.
- d. 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 of any issue presented.
- e. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding.
- f. The cost for the arbitration shall be shared equally by the Board and the Association.

ARTICE V – ASSOCIATION RIGHTS

The Association has the right to:

- A. Use school mailboxes and staff room bulletin boards for organization communication.
- B. Receive a copy of the Board agenda prior to meetings and to receive approved Board minutes.
- C. Reasonable advance notice of all regular and special Board meetings.
- D. Use school buildings for Association meetings subject to prior approval by the Superintendent or his/her designee.
- E. Use office and audio visual equipment, provided they are not being used or are not required for any school business or activity.
- F. Use school telephones for local calls. The Association will reimburse the Board for the cost of all long distance calls.
- G. The Board shall allow an Association representative a reasonable period of time, not to exceed fifteen (15) minutes, to speak during the time reserved for public discussion at regular Board meetings. The Association President must inform the Superintendent, in writing, seventy-two (72) hours in advance of the scheduled board meeting.
- H. Make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal.
- I. The Association President and Building Reps have the right to receive copies of Board minutes and agendas and monthly financial documents. Final fiscal year Treasurer's reports shall be provided, when requested, following Board approval.
- J. Payroll deductions

Upon request of an employee, the Board will provide the following payroll deductions:

1. Professional Dues Deductions

Each certificated employee shall have the option of payroll deduction for the National Education Association, the Ohio Education Association, the Eastern Central Ohio Education Association, and the Crestview Education Association. Payroll deductions shall be made from either nine (9) or eighteen (18) pays during the nine (9) month period beginning with the first pay in October of each school year with the final deduction made by the last pay in June of the same school year.

2. Tax Sheltered Annuities – In accordance with Board of Education policy and/or state law, the Board offers 403(b), 457 and Ohio Public Employees Deferred Compensation plans. Depending on the option that the bargaining unit member chooses, there may be an administrative fee payable by the member either through payroll deduction or directly through the members account.

3. All bargaining unit members that have enrolled in a 403(b) plan effective October 31, 2008, will have the administrative fee, if applicable paid by the Crestview Board of Education.
 4. Credit Union Deductions – Must be requested on the proper authorization form.
 5. Ohio Tuition Trust Authority.
 6. When an employee requests in writing by the Friday preceding the pay date to make a change in deductions, the Board shall make such deduction(s) with the next paycheck.
 7. Other deductions may be made if a minimum of five (5) employees are enrolled.
- K. By October 1 of each year, the Board shall provide the Association, upon request, a list of the names, addresses, telephone numbers and assignments for all members of the bargaining unit.
- L. All bargaining unit members, effective the 2007-08 contract shall either (1) be a member of the Association paying dues according to its structure; or (2) pay a service fee for representation, service, and benefits in an amount equal to 50% of the total annual dues for an association member to be used for the CEA scholarship fund. All bargaining unit members may either authorize a payroll deduction for the payment of dues/or fees, or remit payment directly to the treasurer of the Association.

Notice of the amount of the annual service fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this agreement of the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Payroll deduction of such service fees shall commence on the first pay date, which occurs on or after September 15, annually. In the case of a bargaining member being newly hired after the beginning of the school year, the payroll deduction shall commence with the first pay date on or after thirty (30) days of employment in the bargaining unit position.

In relation to the payment of dues/or fees, any bargaining unit member who fails to comply shall be subject to a lawsuit for the collection of delinquent fees/or dues. In all cases it becomes the Association's responsibility to initiate and finance a lawsuit.

The Association shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this article.

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

ARTICLE VI – COMPENSATION AND REIMBURSEMENT

A. Salary

The B. A. -0 base salary for the 2015-2016, 2016-2017 and 2017-2018 school years shall be \$31,533, \$32,164 and \$32,807. (See Appendix B-1, B-2 and B-3 salary schedules).

Addendum

The Board agrees to increase the base salary for the 2016-17 school year by one percent (1%) to \$32,479 if the Board and State approved five year forecast in May of 2016 shows a minimum of \$350,000 unreserved fund balance for the years 2017 and 2018.

The Board further agrees to increase the base salary for the 2017-18 school year by one percent (1%) if the Board and State approved five year forecast in May of 2017 shows a minimum of \$350,000 unreserved fund balance for the years 2018 and 2019.

B. Salary Adjustment

A teacher completing post graduate studies that would move him/her to another level on the salary schedule must submit to the Superintendent a letter on or before September 15 or January 15. No payment at the higher level will be made until an official transcript from the college or university is on file with the district Treasurer.

C. Experience Credit

1. Experience credit will be granted in accordance with Ohio Revised Code 3317.14 to the bargaining unit members at their initial employment up to and including ten (10) years. Additional years of experience credit may be granted to bargaining unit members at their initial employment at the discretion of the Board.

D. Mileage

Mileage reimbursement shall be at the Internal Revenue Service maximum rate. Staff members required to travel between buildings for classroom instruction purposes will be reimbursed at the above mentioned rate.

E. Severance Pay

1. Severance pay will be granted in an amount to be determined by multiplying the per diem rate of the employee's pay by twenty-five percent (25%) of the total number of accumulated unused sick leave days up to a maximum of one hundred twenty (120) days.

2. Additional severance days may be attained by accumulating sick leave beyond one hundred twenty (120) days according to the following scale:

<u>Accumulated Unused Sick Leave</u>	<u>Severance Days</u>
121-130	37
131-140	38
141-150	39
151-160	40
161-170	41
171-180	42
181-190	43
191-200	44
201-210	45
211-220	46
221-235	47

3. This amount will be paid in a lump sum to the employee within thirty (30) days of the date of his/her last pay or on any date within the twelve (12) month period following the effective date of retirement at the employee's option. The payment shall be exempt from deductions except as provided by law.

F. Tuition Reimbursement

1. A maximum of thirty-two (32) semester hours or forty-eight quarter hours will be available for tuition reimbursement. Upon the approval of the Superintendent, the Board shall provide tuition reimbursement for those licensed teachers who are seeking to obtain their Master's Degree and are taking a course of study in his/her teaching field. Teachers may take other courses of study outside their teaching field with the prior approval of the Superintendent. The Board shall reimburse at the rate of one hundred dollars (\$100.00) per semester hour or seventy-five dollars (\$75.00) per quarter hour. The reimbursement will be paid in a lump sum no later than October 1st of the following school year. In order to be eligible for tuition reimbursement the member must complete all of the following:
 - a. File an application for tuition reimbursement prior to beginning the coursework (Appendix I).
 - b. Proof of tuition payment must be filed within four weeks of the end of the semester/quarter hour completed with a final deadline of September 1st.
 - c. Provide a transcript to verify completion of the coursework prior to the submission of the approved tuition reimbursement voucher (Appendix I).

2. A maximum of Ten Thousand Dollars (\$10,000.00) will be appropriated annually for the purpose of tuition reimbursement. An additional Two Thousand Dollars (\$2,000.00) will be appropriated annually for the purpose of tuition reimbursement for any staff member who is seeking to obtain the adjunct professor status. Any unused balance will not be carried over to the next fiscal year.

3. Funds not used for tuition reimbursement based on the provisions in item 1 and 2 of this section will roll over to be available for course work beyond the Master's degree. This fund will be renewed annually from the residual funds not used based on the other provisions of this section. The fund will not be cumulative from year to year. Application for tuition reimbursement for this section will follow the same guidelines as listed above.

G. Paydays

1. Paydays shall be on alternate Fridays in twenty-six (26) or twenty-seven (27) equal pays, beginning in September. If the regularly scheduled payday falls on a holiday or vacation day, the pay date will be moved to the last employee workday preceding the holiday or vacation day.
2. The Board shall make direct deposit of an employee's paycheck to the bank of their choice provided guidelines for electronic transfer of funds meet all Federal Reserve requirements. All employees shall have the electronic deposit. Paystubs are available via email or through HR Kiosk.

H. Internal Substitute Pay

1. A bargaining unit member who covers the class of an absent teacher during his/her planning and conference time at the request of the administration or who is assigned ten or more students from another class during their regularly scheduled class shall be compensated at the rate of \$11.50 for a forty-five (45) minute class period. Payment for this work will normally be made at a regularly scheduled pay period within thirty (30) days.
2. A bargaining unit member on duty period, however, may be assigned to cover a class of an absent teacher without additional pay.

I. Longevity

1. Employees who would be eligible for a step 16 on the salary schedule will be granted a longevity payment of \$400.00 per year for each year until they reach step 20 on the salary schedule.
2. Employees with 27 years of experience or more shall be granted longevity according to the following schedule:

<u>Bachelor</u>	<u>150 Semester Hours</u>	<u>Masters</u>	<u>Masters +15</u>
\$ 750.00	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00

3. This amount will be paid in equal installments along with the contracted salary.
4. Longevity step increments at the twenty (20) and twenty-five (25) year experience steps will be granted based upon the employee's placement on the salary schedule. Years of service in the Crestview Local School District plus years of experience credit granted to the employee at his/her initial employment shall be used to determine eligibility for longevity step increments.

J. Supplemental Positions

1. All supplemental positions shall have a job description developed jointly by the Superintendent and Association President. No new positions shall be posted until such job description is created. If a supplemental position is modified, the Association President and the Superintendent shall meet to determine if the job description requires modification.
2. All supplemental positions shall be evaluated by the appropriate building principal, assistant principal or athletic director based on the job description and the alignment of the supplemental contract with the district mission and goals. The decision to offer a supplemental contract is solely a Board decision.
3. All supplemental positions will be posted to staff when they are available and then posted to the Intranet section of the district webpage. If a supplemental position is not filled the position within the posting period as outlined in the negotiated agreement Article XV—Assignment and Vacancies; Section B Vacancies, it will then be posted on the employment section of the district webpage.
4. All supplemental positions will be paid according to Appendix C. The Board shall adhere to Title IX guidelines.

K. LPDC

1. The exclusive bargaining unit of the teachers will appoint three (3) classroom teachers. Teachers will serve a three (3) year term with terms beginning in July of the year they are assigned.
2. All bargaining unit members will be compensated at the Crestview Local School District Board established rate equal to the rate Board members receive per meeting.

L. Instructional Rate

1. Bargaining unit members will be compensated for home tutoring, proficiency intervention and summer school at the rate of \$17.00 per hour.
2. If a position is not filled by a bargaining unit member, the Board may employ a substitute at the rate of \$15.00 per hour.

M. Mentors

1. Any teacher wishing to be considered to serve as a mentor shall have taught in the Crestview District for at least five (5) years; must have completed the mentor training provided by the Ohio Department of Education and/or the approved equivalent; and must possess at least a Senior Professional Educator License or the approved equivalent.
2. The selection of mentors shall be the responsibility of the Evaluation Committee. To the extent possible, assigned mentors shall be from the same building and grade level/subject matter as the new teacher.
3. The Board shall provide and/or facilitate the training of mentors and bargaining unit members interested in becoming mentors through the Ohio Department of Education's mentor training program and/or ODE approved equivalent. The Board of Education shall bear the cost of any training expenses.

4. Mentors shall communicate directly with the new teacher to which they are assigned, and shall not discuss/report the performance/progress of the new teacher to any administrator or other teacher. No mentor shall participate in any evaluation of a new teacher, nor make any recommendation regarding the continued employment of a new teacher.
5. The mentor shall be granted a supplemental contract to be paid at the rate of \$17.00 per hour for up to 50 hours of actual mentoring tasks. The supplemental shall be paid in full at the end of the mentoring year.

N. Instructional Tutors

1. Regularly employed, hourly paid tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement. Tutors shall not replace classroom teachers or special education teachers. The purpose of these tutors is to provide assistance to teachers and intervention to students to meet the state testing standards.
2. The hourly rate for tutors shall be \$17.00 per hour.
3. Tutors shall be entitled to sick leave in accordance with the provisions outlined in this agreement. (Article VIII – A. Sick Leave).
4. Tutors shall be entitled to one personal day per school year.
5. Tutors are not eligible for insurance fringe benefits specified in this agreement. Tutors are also not eligible for the vision reimbursement provided by the contract.
6. Tutors are eligible for one-year employment contracts only, which shall expire on the dates stated therein unless the Board, upon the recommendation of the Superintendent takes action to offer to said member a renewal of the contract. Tutors are not eligible for multiple-year contracts or continuing contracts.
7. Tutors employment contracts will automatically expire at the end of the school year without notice of non-renewal and without compliance with O.R.C. 3319.11 and 3319.111. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.11 and 3319.111 and differs from the rights of teachers contained in the negotiated agreement. Performance evaluations for tutors will be conducted annually by the building principal or the supervisor assigned to the tutor.
8. Tutors are only entitled to the specific rights delineated in this Article or specifically designated elsewhere in this negotiated agreement.
9. Tutors are entitled to use the grievance procedure contained in this contract for the enforcement of said rights.
10. Tutors may not bump into the classification of a classroom teacher and classroom teachers may not bump into the classification of tutors.

11. Tutors shall receive any notification of vacancy at the same time that other members of the bargaining unit during the weeks that school is not in session.

ARTICLE VII – INSURANCE PROVISIONS

A. Medical Insurance

1. Hospitalization, surgical, and major medical insurance shall be provided for each certificated employee and his/her family who works twenty-five (25) hours or more per week for the Board. The employee who elects a single policy shall pay \$7.50 per month towards the premium. The employee who elects a family plan shall pay \$15.00 per month towards the premium. Any employee who works less than twenty-five (25) hours per week, the Board may offer JHP's "Bronze Plan".
2. New employees hired for the 2015-2016 school year or after, will be required to participate in the High Deductible Health Insurance plan effective January 1st following their hire date and thereafter.
3. The Board reserves the right to change carriers or policies, so long as the coverage remains the same or greater than the current coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.
4. All hospitalization and surgical shall be URC.

B. Network

The medical insurance plan shall include participation in a network in order to take advantage of hospital and doctor discounts. The employee is free to use the provider(s) of their choice. However, if a network provider is used, the employee will benefit.

C. Life Insurance

Life insurance coverage in the amount of Thirty-five Thousand (\$35,000.00) shall be provided to all certificated employees who work twenty-five (25) hours or more per week for the Board.

D. Dental Insurance

Dental insurance shall be provided for each certificated employee and his/her family who works twenty-five (25) or more hours per week for the Board. The policy shall provide for a Twenty-five Dollar (\$25.00) deductible for the single employee and a Fifty Dollar (\$50.00) deductible for employees electing the family plan.

E. Staff Wellness Initiative

Employees on a traditional insurance plan may be able to reduce their deductible by 20% by participating in the Staff Wellness Initiative as outlined in Appendix J. Employees on a High Deductible plan could increase the board contribution to their Health Savings account to 60% by participating in the Staff Wellness Initiative as outlined in Appendix J.

F. Specifications

Specifications of coverage are attached to the contract and appear in Appendix D of the agreement.

G. Compliance

The Board agrees to comply with the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Act of 2008 and Michelle's Law (P.L. 110-381). The health benefits plan offered by the Board shall satisfy all requirements of the Affordable Care Act. Any direct change to the employee's contribution or benefits would be resolved with a Memorandum of Understanding.

H. Optical Reimbursement

An optical reimbursement of \$400.00 shall be paid to the employee over the life of the contract.

I. Schedule of Benefits

The Board will provide to the Association one (1) copy of each signed schedule of benefits entered into between the Board and the insurance carrier(s) which shall provide the benefits specified in this Agreement. If the Board considers changing insurance carrier(s), the Board shall provide the Association with a complete copy of the proposed new plan(s) outlining in detail the specifications of coverage to be provided.

J. Resignations

For the purposes of continuation of insurance benefits in the event of resignations, whenever an employee resigns his or her position with the School District, "effective at the end of the contract year" shall be interpreted as August 31 of the school year in which the resignation is submitted. Insurance benefits shall continue and shall not be cancelled prior to August 31.

K. Opt-Out of Medical and Dental Insurance

Each year no later than December 10, every employee with an alternate source of health care coverage (i.e., spouse's coverage) shall have the choice to opt out of both medical and dental coverage effective for the next calendar year. The election is for both medical and dental and will remain in effect for the entire calendar year. By opting out, the employee will be paid a stipend of \$2,000.00. One-half (\$1,000.00) will be paid the first pay in June and the second half (\$1,000.00) will be paid the first pay in December. This election may only be revoked for the following reason:

- a. Loss of spousal insurance coverage.

If the election is revoked, then the stipend payment will also be forfeited for the entire year.

L. High Deductible Insurance Plan Option

Each year between October 1, and November 15th, each employee will have the option to elect to participate in a High Deductible Insurance Plan for the following calendar year. If the employee does not elect to participate in the High Deductible Plan, they will automatically be enrolled in the traditional plan. Please note that once an option is elected for the following calendar year, the option cannot be changed until the next calendar year. The deductibles for the high deductible plan will be set at the IRS minimum required levels for in network. These deductibles may be subject to change as per the IRS requirements. For employees who elect the high deductible plan, the District will not be responsible for any income tax reporting requirements and employee tax responsibilities. The employee will be required to establish a Health Savings Account at a bank specified by the Board of

Education. The Board will contribute to the employee's HSA (Health Savings Account) on the first pay of the calendar year for each employee participating in the High Deductible Insurance Plan 50% of the in network deductible for single or family plan. If an employee's status changes during the calendar year from single to family, the Board will contribute a pro-rata amount to the employee's HSA changing it from a single to family plan. The amount of the prorated contribution will be calculated based on the difference between the family plan and the single plan multiplied by the percentage of days left in the calendar year. The employee will have the option to contribute to their Health Savings account as long as they are participating in the high deductible plan up to the IRS limits.

ARTICLE VIII – LEAVE PROVISIONS

A. Sick Leave

1. All full time certificated employees of the Board shall be granted sick leave at the rate of one and one-fourth ($1\frac{1}{4}$) days for each month of service totaling fifteen (15) days per year.
2. Maximum sick leave accumulation shall be two hundred fifty (250) days.
3. Sick leave may be used in accordance with Ohio Revised Code 3319.141, with immediate family being defined as parent, spouse, children, father-in-law, mother-in-law, grandparents, grandchildren, step parents, step children, brother and sister.
4. Staff members who are at the maximum number of sick days shall accumulate $1\frac{1}{4}$ days per month beyond the maximum through the school year. At the end of the school year, the number of sick days accumulated shall reflect the maximum as established in number 2 of this section.
5. A first year teacher who has exhausted accumulated sick leave may be advanced sick leave of - up to three (3) days in addition to the five (5) days mandated by law.
6. A bargaining unit member having used accumulated sick leave from any other state or Ohio school district shall be credited with such said sick leave upon providing the Board the proper verification.
7. Sick leave may not be used in increments smaller than one half ($1/2$) day.

B. Personal Leave

1. A maximum of three (3) days personal leave per year may be used without loss of pay "for urgent obligations or emergencies" for full time employees, hired for the full school year, when requested, subject to the following limitations.
2. Personal leave is not cumulative, and the building principal, immediate supervisor and/or Superintendent must be notified on the form attached as Appendix G at least forty-eight (48) hours in advance. The only exception to this prior notice would be one of an extreme, critical nature. No more than three (3) certificated employees can be excused on any given day with a maximum of two (2) from any one (1) building.
3. Except in an emergency, personal leave will not be approved on the day preceding or following a scheduled school vacation period or compensatory day.

4. Personal leave may not be used in increments smaller than one half (1/2) day.
5. Any employee who has up to two (2) unused personal leave day as of the end of the school year, may apply for reimbursement of \$100.00 per day. (Appendix K) To be eligible for this reimbursement, an employee must not have used a personal leave day in the last nine weeks of the school year. Payment for the unused personal leave day shall be paid the second payroll in June. Please note that this article item does not pertain to the Wellness day.

C. Assault Leave

1. Any bargaining unit member who is physically assaulted while in the course of such teacher's employment and physically disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed twenty-four (24) days. The Superintendent may extend this leave beyond twenty-four (24) days in unusual circumstances.
2. To be eligible for assault leave, the bargaining unit member shall: (a) apply for Workers' Compensation benefits; and, (b) make a written statement concerning the assault on forms attached as Appendix H.
3. If Workers' Compensation benefits are paid, the Board shall pay to the employee receiving Workers' Compensation benefits the difference between the benefits received and the employee's regular salary.
4. There shall be no deduction from the accumulated sick leave of the certificated employee while on assault leave.

D. Family Medical Leave (FMLA)

Each employee has all rights contained in the Federal Law known as the Family Medical Leave Act (FMLA). A year under the FMLA shall coincide with the contract year of this Agreement.

E. Medical Leave

Medical leave may be granted, upon request, to any certificated employee, subsequent to the use of sick leave and/or the Family Medical Leave, for serious illness of the employee or serious illness of a member of the employee's immediate family. Such leave shall be without pay or fringe benefits and shall not exceed one (1) full year. Group insurance coverage may be retained by the employee at the employee's expense while on medical leave.

F. Professional Leave

1. Upon approval by the Superintendent, staff members may attend professional meetings. A request containing an estimate of expenses must be approved by the Superintendent prior to the meeting date. No reimbursement of expenses will occur without this prior approval by the Superintendent. Requests for reimbursement of expenses shall be properly documented with receipts and shall be at the approved Board rate.
2. Bargaining unit members who schedule college credit classes or programs during scheduled school days must request either personal leave or unpaid leave to attend these classes or programs.

G. Jury Duty Leave

An employee who is summoned for jury duty shall be granted all necessary leave to meet this obligation and shall be compensated in accordance with Ohio Revised Code 3313.211.

H. Parental/Child Care and Maternity Leave

1. An employee who is pregnant, recovering from a pregnancy, or adopting a child, who becomes the parent of a newborn or an adopted child, or the parent of a minor child who develops a severe health problem, shall be entitled to a leave of absence without pay subsequent to the use of sick leave and/or FMLA for a period not to exceed one (1) year from the date of birth, or the termination of maternity leave, adoption or the date of the beginning of the severe health problem.
2. In no event shall the total leave period exceed the aggregate of one year.
3. Application for such leave shall be made in writing prior to the thirtieth (30th) day before the beginning of the date of leave and shall contain a statement of the date on which the leave of absence is to commence. In case of an emergency, the thirty (30) day notice may be waived by the consent of both parties.
4. The employee is responsible for notifying the Superintendent in writing at least ninety (90) days before the end of the leave of absence of his/her desire to return to work. The employee shall be reinstated to the same position and placed on the salary schedule at the same place held prior to the leave if the employee returns to work within three (3) months. If the employee returns after three (3) months, the employee shall be reinstated to the same or similar position and placed on the salary schedule at the same place held prior to the leave.
5. Group insurance coverage shall be made available to such employee in accordance with COBRA.

I. Sabbatical Leave

1. Eligibility

Any teacher who has completed five (5) or more years of regular full time service in the school district may be granted a leave of absence without pay for a period of one (1) or two (2) years, upon written request and approval by the Superintendent and Board for professional study and improvement.

2. Notification for Leave

A form for leave shall be filed in writing with the Superintendent no later than May 30 of the school year preceding the year for which leave is taken. The form shall include a prospectus for professional growth which will outline the plan of study or service to be undertaken. Upon proper notice under this paragraph and approval by the Superintendent, the Board may grant the leave of absence.

3. Notification

Notification of reinstatement must be made in writing to the Superintendent at least forty-five (45) days prior to the expiration of the sabbatical leave. Upon return from a leave of absence, the teacher shall assume the contract status held prior to embarking upon the leave.

4. Credit on Salary Schedule

Upon the return of the teacher to full time employment and his/her completion of the approved program of study or professional improvement, the Board shall grant credit on the salary schedule for such time spent in an approved program of study or professional improvement.

5. Insurance

Teachers on approved sabbatical leaves of absence shall be kept on the payroll records and shall be permitted to continue participation in the group insurance plan provided to teachers by paying to the Treasurer on a monthly basis the full cost of the premiums for such coverages.

6. Salary

The Board may grant partial salary and fringe benefits to the teacher while on leave which shall not exceed the difference between the substitute's pay and the teacher's expected salary for that year.

7. Conclusion of Leave

At the conclusion of the sabbatical leave, the teacher must return to the district for at least one (1) year or he/she must return to the Board the full amount of any salary payments received during the term of the leave.

J. Association Leave

Two (2) elected delegates each shall be permitted to use a maximum of three (3) days association leave to attend the annual OEA Convention. Two (2) additional delegates each shall be permitted to use one (1) day maximum to attend OEA meetings.

ARTICLE IX – TEACHER LIMITED CONTRACT

A. Length of Limited Contracts

All full time, certificated employees of the Board who do not qualify for a continuing contract and are to be re-employed shall receive limited contracts in the following order:

- 1st year limited contract for one (1) year
- 2nd year limited contract or one (1) year
- 3rd year and thereafter limited contract for three (3) years

B. Tenure

Tenure shall be granted in accordance with O.R.C. 3319.11.

C. Board Rights Concerning Tenure

Nothing stated herein shall preclude the Board from exercising any of the options available to it under Ohio Revised Code 3319.11.

ARTICLE X – PROFESSIONAL PERSONNEL RECORD FILE

A. Number of Personnel Files

The Superintendent will establish and maintain one (1) official file for each bargaining unit member. This file will be maintained in the central office. All file materials will be date stamped with the date the materials will be placed in the file.

B. Review of Personnel Files

1. Each certificated employee shall, upon written request and at reasonable times, be permitted to review and receive copies of all materials in his/her personnel file.
2. Any teacher whose files are to be examined by anyone other than the Board, the administration, or their secretaries in the normal conduct of their work or officers of the government regulating agencies who have access by virtue of their positions, shall have the right to advanced notice and to be present at such examination.

C. Notice of Placement in File

A teacher shall be informed of any complaint by a parent and/or student which is directed toward him/her which will become a matter record and placed in his/her personnel file within three (3) working days (postmarked).

D. Notice of Complaints

A teacher shall be informed of any complaint by a parent and/or student which is directed toward him/her which will become a matter of record and placed in his/her personnel file within three (3) working days (postmarked).

E. Anonymous Communications

Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter or record.

ARTICLE XI – NONRENEWAL

A. Notice of Nonrenewal

Whenever a recommendation for nonrenewal of a teacher's contract is to be made, the Principal/Superintendent shall notify the teacher and give him/her the written reason(s) for said nonrenewal recommendation no less than twenty (20) days prior to any official Board action on the bargaining unit member's contract but no later than June 1. The affected teacher shall have representation present at this conference.

B. Nonrenewal Appeal

Upon his/her request, the teacher will be granted a hearing with the Board to explain why the Board should not follow the nonrenewal recommendation. The teacher must make this request for a hearing in writing within ten (10) days after receiving the written reasons. The hearing shall occur prior to the Board acting on the teacher's contract, prior to June 30. At the hearing, the teacher will have an Association representative of his/her choice present and the Superintendent shall have the right to have a representative of his/her choice present. The hearing will take place in executive session and be chaired by the Board President.

C. Board's Decision to Nonrenew

The Board shall issue to the teacher a written decision giving the Board's reason for affirming or vacating its decision to nonrenew. The decision will be issued within ten (10) days of the conclusion of the hearing but before June 30.

D. Failure to Nonrenew According to Procedure

Failure to observe the provisions in A, B, C above shall deem such teacher to be re-employed for the succeeding year.

E. Nonrenewal Rights

Should the Board decide to nonrenew – the employee has the right under O.R.C. 3319.11 (G) (7) to pursue the action to court.

F. Contractual Timelines Supersede the Law

The timelines stated in Article XI herein supersede those of O.R.C. 3319.11 (G) (7).

ARTICLE XII – REDUCTION IN FORCE

A. Reasons for Reduction in Force

Any reduction of staff shall be because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, or financial reasons shall first be made through attrition resulting from resignations, retirement, death and nonrenewals. The Board may then suspend contracts to complete the reduction plan. Nothing herein shall preclude the lawful nonrenewal of a teacher's limited contract.

B. Notice of RIF

Before the Board suspends contracts pursuant to this section, the Superintendent shall advise the Association which positions are to be affected at least 20 days prior to the effective date of the RIF. The Association will have the right to appear before the Board to present written and/or oral arguments concerning the reduction in force.

C. Suspension of Contracts

All teachers who are to be part of the Reduction in Force plan shall have their contracts renewed, and the Board shall then proceed to suspend contracts for the reduction in staff. Contracts shall be suspended on the basis of seniority lists within the teaching field affected as per Ohio Revised Code 3319.17. For the purpose of this subsection, a teacher is deemed a part of the plan if the sole reason for dissolving the employment relationship between the Board and such teacher is reduction in force.

D. Seniority

1. Every teacher's name shall appear in order of seniority on a list of his or her areas of certification. This list will be provided to the President of the Association no later than October 30 of each year. Those teachers who have more than one area of certification shall have their name on each list for which they hold certification. Areas of certification shall be those areas in which the teacher is certified by the State Department of Education and which are on file in the Administrative or Treasurer's offices at the time the Board adopts the reduction in staff plan.
2. Seniority is based on the length of continuous service in the district beginning on the first day worked which is not affected by authorized leaves of absence. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.

E. Continuing Contracts

Teachers with continuing contracts shall be given preference by the Board in reduction in force in accordance with Ohio Revised Code 3319.17.

F. Determination of Seniority

1. Where two (2) or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the date of the Board meeting at which they were hired.
2. Seniority for teachers employed on the same date will be determined by the date the Board received their application. If this is not available, seniority will be determined by the flip of the coin. The Superintendent shall conduct the flip of the coin in his office with the Association President making the call.

G. Recall

Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification. When there is an opening, the teacher with the most seniority among those certified for the position shall be restored by the Board at the same seniority, salary, and fringe benefits as he/she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time the teacher's contract was suspended. No new teachers may be hired by the Board for any position as long as there is a teacher certificated for the position on the RIF list.

H. Availability for Recall

1. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the board informed of his or her whereabouts.
2. The teacher shall notify the Board by certified mail within fifteen (15) days from the date the letter is received to indicate his/her availability for such position.
3. The Board shall reinstate that teacher who has the greatest seniority and who has indicated availability for such position.

4. If the certified letter is returned unopened or the teacher does not respond to the letter, the Board shall then reinstate the next eligible person on the list provided that the letter was mailed to the correct address as indicated by the forwarding address supplied by the teacher.
5. When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list or a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1 to September 1. The list must be available to the Association at all times.

ARTICLE XIII – SCHOOL YEAR AND SCHOOL DAY

A. School Calendar

1. The responsibility for the construction of the school calendar rests with the Board, however, the Superintendent and the Association President shall meet to discuss reasonable recommendations.
2. The school year shall not exceed one hundred eighty-three (183) days. The instructional year shall not exceed one hundred eighty (180) days, nor be less than 1001 hours. The remaining three (3) days shall be scheduled as teacher in-service days. If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first three (3) days lost to calamity but will be required to make up all other days lost to fulfill their contract. In the spirit of flexibility and understanding of complications these days cause, staff may choose to make up the days by:
 - a. Reporting to work on the day of the calamity if possible.
 - b. Submitting a make-up plan to the building principal by April 1 for approval that may include the following options:
 - i. Completing an appropriate amount of verifiable professional development.
 - ii. Offering a tutoring/intervention program for students outside the school day without additional compensation.
 - iii. Reporting for additional days at the conclusion of the school year or other times school is not in session.

Each of these options would be verified and signed off by the staff member's building principal.

B. School Day

The school day for members of the bargaining unit shall not exceed seven and one-half (7½) hours in length. Teachers are required to be on duty one-half (1/2) hour before the students' opening bell.

C. Parent-Teacher Conferences

The scheduling of parent-teacher conference times rests with the administration, however, input from the Association will be accepted.

ARTICLE XIV – TEACHER EVALUATION

A. Evaluation Objectives

The objectives of the evaluation are:

- a) To identify skills, attitudes, abilities and resources which can lead to the achievement of the district goals and standards for the teaching profession.
- b) To improve and reinforce the skills attitudes and abilities which enable an employee to be effective in achieving district goals and standards for the teaching profession.
- c) To help educators self-assess, collaboratively discuss self-assessment results with peers or supervisor, and develop specific goals and plans for their Individual Professional Development Plan (IPDP).
- d) To identify and remediate weaknesses which prevent an employee from achieving the goals of the district and the standards of the teaching profession.
- e) To provide the Board with an instrument to be utilized in employment decisions.

B. Evaluation Committee

The Ohio Standards for the Teaching Profession (See Appendix L) define the expectations for Ohio’s teachers based on what is known about the traits and skills of effective teachers. Setting high expectations and clearly stating the criteria needed for success is essential in creating an evaluation system to guide the professional development and growth of teachers in our district. An Evaluation Committee will be created to design an evaluation process that will be based on the Ohio Standards for the Teaching Profession. The committee shall be made up of one (1) teacher representative from each building, two (2) building principals, and the Superintendent.

C. Functions of the Committee

The function of the committee shall include, evaluation of Student Growth Measures, as well as reviewing the “Standards for the Teaching Profession” and designing an evaluation process that will meet the teacher evaluation objectives as outlined in Section A. The committee shall meet annually to review the evaluation instrument and process to assure compliance with the “Standards for the Teaching Profession” (<http://www.ode.state.oh.us/GD>) and with any legislative compliance for teacher evaluation.

D. Evaluation Framework

Each teacher will be evaluated according to the Ohio Teacher Evaluation System Framework, which is aligned with the “Standards for the Teaching Profession” adopted by ORC. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education’s teacher evaluation framework.

E. Observations

Each evaluation shall consist of two (2) separate observations. A pre-observation conference shall be held prior to each observation.

The observation shall be sufficient in length to provide the evaluator with a clear impression of the quality of the instructional program, performance and attitude of the employee – but no less than thirty (30) consecutive minutes.

1. There shall be a least ten (10) working days between observations.
2. The evaluator shall meet with the employee after each observation.
3. The evaluation may also consist of periodic classroom walkthroughs.

F. Schedule of Evaluations

Each teacher shall be evaluated at least once each school year, except as provided in Article XIV – Item G.

1. The evaluation must be completed annually by May 1st and the teacher will receive the written evaluation report by May 10th.

G. Evaluation of Limited/Extended Limited Contract Teachers

Each teacher on a limited contract or extended limited contract shall be evaluated at least once during the school year, in accordance with the provisions of the Board policy. In any year in which the Board may wish to declare its intention not to re-employ the teacher (R.C. 3319.11) the teacher shall receive two (2) evaluations. One (1) evaluation shall be conducted and completed not later than January 15th. Each teacher being evaluated shall receive a written report of the results of this evaluation not later than January 25th. The second evaluation shall be conducted and completed between February 10th and May 1st. Each teacher being evaluated shall receive a written report of the results of this second evaluation not later than May 10th. All other teachers shall be evaluated at least once during the school year prior to May 1st.

Each evaluation shall consist of two (2) observations of the teacher instructing students, each of which is to be of at least thirty (30) minutes duration, as well as periodic classroom walkthroughs.

Each written report of the results of an evaluation in which the administrator includes specific recommendations regarding improvements needed in the performance of the teacher shall also include the means by which the teacher may obtain assistance in making such improvements.

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

H. Teachers Receiving an Accomplished Rating

A teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation may choose an alternative to the annual evaluation as outlined in Section G of this contract. A teacher who is identified as “Accomplished” in the most recent evaluation may choose:

1. To be evaluated every two years in lieu of an annual evaluation.

2. All new teachers to the Crestview Local School District (regardless of their performance rating) will be required to be evaluated annually for at least the first three years.

These options would be available to the teacher providing the teacher maintains an “Accomplished” rating.

I. Teachers Receiving an Ineffective Rating

If a teacher has received an “Ineffective” rating on his/her annual evaluation for two (2) of the three (3) most recent school years, the teacher will be required to register for and complete a written examination of content knowledge as selected by the Ohio Department of Education. However, no decision to terminate or not to renew a teacher’s employment contract shall be made solely on the basis of the results of a teacher’s examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination.

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

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

1. Failing to complete all required written examinations under this section;
2. A failing score on a written examination(s) taken pursuant to this section;
3. Failure of a teacher to complete the required professional development;
4. A rating of “Ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three years regardless of the teacher’s evaluation ratings.

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

J. Summative Evaluation

Each teacher will receive a Summative Evaluation Report by May 10th. The summative evaluation will be based on 50% student growth measures and 50% Teacher performance in the area the teacher is classified as “Highly Qualified Teacher” (HQT).

1. Student Growth Measures will include value-added scores when available from the Ohio Department of Education.
2. Other growth measures may be used when value-added scores are not available and/or to supplement value added assessments. These student growth measures must meet state designed criteria and guidance. A list of additional growth measures may be found in Appendix G.

3. Teacher Performance factors considered in the assessment may include:
 - Rapport with students
 - Positive learning environment
 - Mastery of academic content
 - Appropriate implementation of instructional and assessment strategies
 - Collaboration and communication with staff
 - Professional responsibility and growth
4. Teacher performance assessment will be based on the rubric found in Appendix E.
5. The required observations and summative evaluation shall be conducted by a properly credentialed administrative employee of the Crestview Local School District.

K. Evaluation Matrix

Each teacher will receive a performance rating based on the Evaluation Matrix – Appendix F. Each teacher will receive a performance rating of:

- Accomplished
 - Proficient
 - Developing
 - Ineffective
1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.
 2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.
 3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

L. Deficiencies outside Observation

Deficiencies noted outside a formal observation shall be reported to the employee within three (3) days of the incidence.

M. Rebuttal

The employee has the right to rebut his/her evaluation. The rebuttal shall be signed and attached to the employee's evaluation.

ARTICLE XV – ASSIGNMENT AND VACANCIES

A. Assignment

1. As soon as practicable prior to the start of each school year but no later than August 15, each staff member shall receive a written notice of the grade level and/or subject areas assignment.
2. Any changes to the assignment of individual staff members subsequent to his written notice shall be transmitted to the affected individuals within a reasonable time after the transfer decision is made.

B. Vacancies

1. Written notice of all vacancies, including supplementals, shall be made to the teaching staff in order that all persons interested and presently employed may apply.
2. During the school term, notice of vacancies and positions available shall be posted in each school and shall be emailed to each staff member. In addition a copy of the posting will be included on the school website. The vacancy shall not be filled until the notice has been posted for two (2) weeks but shall be waived in case of urgent necessity upon informing the Association President.
3. Each posting notice shall contain the following information:
 - a. Position(s) available
 - b. Certification required
 - c. General description of qualifications for the job
 - d. Date of posting/deadline for the application
 - e. Any additional pertinent information
4. When schools are not in session, the vacancies shall be posted in the Superintendent's Office and a copy shall be mailed to the President of the Association.
5. From July 10 through July 31 posting will be for a one (1) week period. Posting will cease after August 1 and through the opening of school, and the Superintendent shall assign teachers at his/her discretion in the best interest of the district. Vacancy notices will be emailed to employees and posted on the website in the summer months.
6. The above procedures shall be followed except in case of an emergency and upon informing the Association President.
7. An employee shall give written notice of their interest of the vacancy to the Superintendent. All employees giving such notice shall be guaranteed an interview. The interviews of current bargaining unit members shall occur before outside applicants.
8. All employees who submitted a letter of interest shall receive a letter informing them of the Board's decision on the vacancy. If the employee did not receive the position, they will be given a reason for the Board's decision.
9. Through College Credit + if a course offering cannot be filled by a bargaining unit member with the appropriate adjunct professor status, the Board may contract with the university to fill the position for the current academic year. At such time a bargaining unit member attains adjunct professor status in the course offering and wants to instruct the course, he/she will be assigned to teach the course in the subsequent academic year, provided adequate enrollment dictates the course be taught. A university professor cannot be used to teach a course at Crestview when a teacher with adjunct professor status want to instruct a course.

C. Transfers

Teachers desiring a transfer from their present teaching assignment should make such a request in writing to the Superintendent by April 1. All transfers shall be made in accordance with Ohio law and applicable provisions of this Agreement.

ARTICLE XVI – MANAGEMENT RIGHTS

The Association recognizes the Board as the locally elected body statutorily charged with the responsibility to provide and manage public education in the Crestview Local School District. Except as specifically limited by this Agreement and Chapter 4117 of the Ohio Revised Code, the Board shall exercise its rights and authorities to fulfill this responsibility. These rights and authorities include, but are not limited to, the right to:

- A. 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. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, nonrenew or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the overall mission of the employer as a unit of government.
- G. Determine the adequacy of the work force.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE XVII – STRS SALARY REDUCTION PICKUP

A. Board Contributions

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

B. Deferred Salary

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

C. Limit of Deferred Salary

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

D. Report of Deferred Salary

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

E. Daily Rate of Pay

The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

F. Uniform Application

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

G. Determination of Pickup

The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE XVIII – COMMUNICATIONS COMMITTEE

"Communications Committee" will be comprised of the following: the Superintendent, all building principals, two (2) board members, the CEA President, and two (2) teachers from each building (as determined by the CEA President). The committee will meet a minimum of three (3) times throughout the course of the school year: early October, early February, and late May. The committee will discuss pertinent school matters such as curriculum, programming, working conditions, and other educational matters that will be in the best interest of the school system.

ARTICLE XIX – WORKING CONDITIONS

- A. If an employee is assigned to more than one building, the employee will be assigned one building as their home building.
- B. An employee shall attend in-service meetings only at their home building.
- C. The Board shall provide and maintain a safe and healthful workplace for employees. In its pursuit of a safe and healthy environment, every district-owned building will be designated as smoke and tobacco free workplaces.
- D. All employees shall have two hundred (200) minutes per week of planning/conference time. The time shall be scheduled within the student day and shall be divided equally over the five (5) days of the week.
- E. All employees shall have a duty-free thirty (30) minute lunch period.
- F. Each employee shall have access to a phone in a private area.
- G. An employee shall submit to the principal a maintenance request, reporting any unsafe or unhealthy conditions within the work environment. The principals shall report to the employee, within 24 hours, what plan of action will be taken.
- H. Storage facilities for instructional supplies shall be provided for each employee in each building.
- I. The board shall make every reasonable effort to maintain a balance of class size in all grades.

ARTICLE XX – REEMPLOYMENT OF RETIRED TEACHERS

- A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the District. Reemployed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Reemployed teachers who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to the negotiated agreement.
- B. Reemployed teachers will be placed at year three (3) on the salary schedule upon reemployment and given full credit for their educational level and shall not advance on the salary schedule for any subsequent years of employment. [The reemployed teachers shall advance one year on the salary schedule for each year employed following his/her reemployment.] The Board may require the reemployed teacher to execute a written waiver of his/her prior teaching experience and acknowledge his/her agreement to accept initial placement at year three (3) on the salary schedule.
- C. Reemployed teachers have the option of participating in the STRS's health insurance program or the District's health insurance program. The reemployed teacher may not participate in both health insurance programs. If the reemployed teacher elects the District's health insurance program, or if the STRS decides not to provide health insurance for the reemployed teachers who initially selected STRS's health insurance program, the same monthly payments and other provisions as outlined in Article VII, shall apply. Life Insurance premiums are solely the responsibility of the reemployed teacher. All payments will be made through payroll deduction.

- D. Reemployed teachers are not eligible for continuing contracts; rather they will be awarded one (1) year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. Sections 3319.11 and 3319.111. For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces O.R.C. Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement. Performance evaluations of reemployed teachers will be conducted annually.
- E. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teachers shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35.
- F. Seniority for reemployed teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force the reemployed teachers will not have any of the bumping rights set forth in the negotiated agreement.
- G. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
- H. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers shall earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed teacher must reimburse the Board for any advanced sick leave, which is not earned at the time the reemployed teacher separated his/her employment with the District. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.

ARTICLE - XXI CATASTROPHIC ILLNESS PROGRAM

- A. The Crestview Board of Education and the Crestview Education Association will establish a Catastrophic Illness/Injury Assistance Program. This program will permit full-time/part time bargaining unit members to contribute one (1) personal leave day to a catastrophic illness injury assistance program.
- B. Use of the Catastrophic Illness/Injury Program shall be limited to catastrophic illness/injury of the bargaining unit member, spouse, or dependent children. A doctor's statement is required for consideration.
- C. Use of the Catastrophic Illness/Injury program may only be used when the bargaining unit member has exhausted all of his/her accumulated sick leave.
- D. The maximum number of days that an individual may request from the Catastrophic Illness/Injury program will be twenty (20) days.
- E. Participation in contributing to the Catastrophic Illness/Injury program is completely voluntary. The number of days accumulated for the Catastrophic Illness/Injury Program shall be limited to forty (40) days per year. Any unused days will not roll over into the next year.

- F. The CEA and the Crestview Board of Education shall establish a committee to oversee the administration of the Catastrophic Illness/Injury Program. This committee will be charged with maintaining the appropriate records, evaluating requests for receiving assistance from the Catastrophic Illness/Injury Program and shall be empowered to adopt other rules, regulations and make decisions as necessary to administer the program. The committee shall consist of the Superintendent, Treasurer and CEA President and two bargaining unit members appointed by the CEA. All decisions of the committee cannot be grieved.

ARTICLE XXII – DURATION AND EFFECTS OF THE CONTRACT

A. Full and Complete Agreement

All matters covered in this agreement shall be deemed to have been raised and disposed of as if covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues, and neither party shall be required during the term of this agreement to negotiate or bargain upon any issue, except the parties agree to herein in accordance with Article II and III of this agreement.

B. Validity of Agreement

If any provision or application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated.

C. Present Policies and Practices

The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate provided such action is nonviolative of 4117.08 of the Ohio Revised Code and that the provisions of this agreement supersede and prevail over any Board policies, rules and regulations.

D. Legal Compliance

Nothing in this Agreement shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statute of law.

E. Individual Contracts

All individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Agreement and compensation for bargaining unit positions shall not exceed those rates set forth in this Agreement.

F. Duration

This contract shall be in effect from September 1, 2015 through August 31, 2018.

ARTICLE XXIII – SIGNATURES

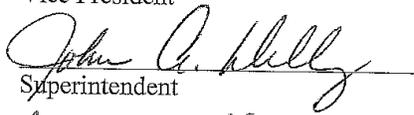
IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of June, 2015, at Columbiana, Ohio.

FOR THE BOARD



President

Vice President

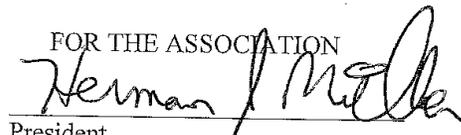


Superintendent



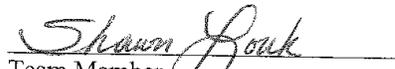
Treasurer

FOR THE ASSOCIATION



President

Negotiation Chair



Team Member



Team Member



Team Member



Team Member

LRC/OEA/NEA

CRESTIVEW LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE STEP II GRIEVANCE

Grievance # _____

Distribution Form:

1. Superintendent
2. Principal
3. Grievant

Date of Step 1: _____, Informal

Name of Grievant: _____ Date Filed at Step ____: _____

Date of alleged violation, misinterpretation or misapplication of specific and express term(s) of the Negotiated Agreement in force: _____

Specific provision of agreement allegedly violated, misinterpreted, or misapplied:

Concise statement of facts upon which grievance is based:

Remedy Sought:

Disposition:

Signature of Grievant

Signature of Principal/Superintendent

Date

Date

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule

Index

2015-2016

% Increase 2.00%

Base Salary \$31,533.00

EXP YR	B	B+18	M	M+15				
0	1.0000	31,533	1.0415	32,842	1.1015	34,734	1.1665	36,784
1	1.0450	32,952	1.0880	34,308	1.1540	36,389	1.2230	38,565
2	1.0900	34,371	1.1345	35,775	1.2065	38,045	1.2798	40,356
3	1.1350	35,790	1.1810	37,241	1.2590	39,700	1.3360	42,128
4	1.1800	37,209	1.2275	38,707	1.3115	41,356	1.3925	43,910
5	1.2250	38,628	1.2740	40,173	1.3640	43,011	1.4490	45,692
6	1.2700	40,047	1.3205	41,640	1.4165	44,667	1.5055	47,473
7	1.3150	41,466	1.3670	43,106	1.4690	46,322	1.5620	49,255
8	1.3600	42,885	1.4135	44,572	1.5215	47,978	1.6185	51,037
9	1.4050	44,304	1.4600	46,039	1.5740	49,633	1.6750	52,818
10	1.4500	45,723	1.5065	47,505	1.6265	51,289	1.7315	54,600
11	1.4950	47,142	1.5530	48,971	1.6790	52,944	1.7880	56,382
12	1.5400	48,561	1.5995	50,438	1.7315	54,600	1.8445	58,163
13	1.5850	49,980	1.6460	51,904	1.7840	56,255	1.9010	59,945
14	1.5850	49,980	1.6925	53,370	1.8365	57,911	1.9575	61,726
20	1.6300	51,399	1.7390	54,836	1.8890	59,566	2.0140	63,508
25	1.6750	52,818	1.7855	56,303	1.9415	61,222	2.0705	65,290

Qualifications for M A. + 15 Column: Any hours completed to qualify for the Master's Plus Fifteen (M.A.+ 15) column on the salary schedule must be related to primary and secondary education as determined by the Superintendent; graduate hours earned after receipt of the Master's Degree as of September 1, 1981, shall count toward the placement on the M. A. + 15 column; and, after September 1, 1981, teachers shall consult with the Superintendent over graduate courses taken for placement on the M. A. + 15 column.

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule

Index

2016-17

% Increase 2.00%

Base Salary \$32,164.00

EXP YR		B		B+18		M		M+15
0	1.0000	32,164	1.0415	33,499	1.1015	35,429	1.1665	37,519
1	1.0450	33,611	1.0880	34,994	1.1540	37,117	1.2230	39,337
2	1.0900	35,059	1.1345	36,490	1.2065	38,806	1.2798	41,163
3	1.1350	36,506	1.1810	37,986	1.2590	40,494	1.3360	42,971
4	1.1800	37,953	1.2275	39,481	1.3115	42,183	1.3925	44,788
5	1.2250	39,401	1.2740	40,977	1.3640	43,872	1.4490	46,606
6	1.2700	40,848	1.3205	42,473	1.4165	45,560	1.5055	48,423
7	1.3150	42,296	1.3670	43,968	1.4690	47,249	1.5620	50,240
8	1.3600	43,743	1.4135	45,464	1.5215	48,937	1.6185	52,057
9	1.4050	45,190	1.4600	46,959	1.5740	50,626	1.6750	53,875
10	1.4500	46,638	1.5065	48,455	1.6265	52,315	1.7315	55,692
11	1.4950	48,085	1.5530	49,951	1.6790	54,003	1.7880	57,509
12	1.5400	49,533	1.5995	51,446	1.7315	55,692	1.8445	59,326
13	1.5850	50,980	1.6460	52,942	1.7840	57,381	1.9010	61,144
14	1.5850	50,980	1.6925	54,438	1.8365	59,069	1.9575	62,961
20	1.6300	52,427	1.7390	55,933	1.8890	60,758	2.0140	64,778
25	1.6750	53,875	1.7855	57,429	1.9415	62,446	2.0705	66,595

Qualifications for M A. + 15 Column: Any hours completed to qualify for the Master's Plus Fifteen (M.A.+ 15) column on the salary schedule must be related to primary and secondary education as determined by the Superintendent; graduate hours earned after receipt of the Master's Degree as of September 1, 1981, shall count toward the placement on the M. A. + 15 column; and, after September 1, 1981, teachers shall consult with the Superintendent over graduate courses taken for placement on the M. A. + 15 column.

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule

Index

2017-18

% increase 2.00%
BASE
SALARY \$32,807

EXP YR	B	B+18	M	M+15				
0	1.0000	32,807	1.0415	34,169	1.1015	36,137	1.1665	38,270
1	1.0450	34,284	1.0880	35,694	1.1540	37,860	1.2230	40,123
2	1.0900	35,760	1.1345	37,220	1.2065	39,582	1.2798	41,987
3	1.1350	37,236	1.1810	38,745	1.2590	41,304	1.3360	43,830
4	1.1800	38,713	1.2275	40,271	1.3115	43,027	1.3925	45,684
5	1.2250	40,189	1.2740	41,796	1.3640	44,749	1.4490	47,538
6	1.2700	41,665	1.3205	43,322	1.4165	46,471	1.5055	49,391
7	1.3150	43,142	1.3670	44,848	1.4690	48,194	1.5620	51,245
8	1.3600	44,618	1.4135	46,373	1.5215	49,916	1.6185	53,099
9	1.4050	46,094	1.4600	47,899	1.5740	51,639	1.6750	54,952
10	1.4500	47,571	1.5065	49,424	1.6265	53,361	1.7315	56,806
11	1.4950	49,047	1.5530	50,950	1.6790	55,083	1.7880	58,659
12	1.5400	50,523	1.5995	52,475	1.7315	56,806	1.8445	60,513
13	1.5850	51,999	1.6460	54,001	1.7840	58,528	1.9010	62,367
14	1.5850	51,999	1.6925	55,526	1.8365	60,251	1.9575	64,220
20	1.6300	53,476	1.7390	57,052	1.8890	61,973	2.0140	66,074
25	1.6750	54,952	1.7855	58,577	1.9415	63,695	2.0705	67,927

Qualifications for M A. + 15 Column: Any hours completed to qualify for the Master's Plus Fifteen (M.A.+ 15) column on the salary schedule must be related to primary and secondary education as determined by the Superintendent; graduate hours earned after receipt of the Master's Degree as of September 1, 1981, shall count toward the placement on the M. A. + 15 column; and, after September 1, 1981, teachers shall consult with the Superintendent over graduate courses taken for placement on the M. A. + 15 column.

CRESTVIEW LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY INDEX SCHEDULE

A. Supplemental salaries will be calculated on the B. A. –0 base salary in effect for the school year.

B. Academic, Clubs, Organizations, Class Sponsors Scale

1. <u>Competitive Academic Team Coaches</u>	.03
Envirothon, High School	
Academic Challenge, High School	
Debate Team	
2. <u>Other</u> – Percent figured on base pay of teacher with Bachelor’s Degree (B. A. –0 base salary)	
Middle School Art Club	.015
Middle School Drama Club	.015
Kindergarten Registration (if outside 183 days) up to 2 days at per diem rate	
On Line Learning Coordinator	.08
Student Safe Driving Program	.16
Spring Musical Director	.08
Musical Assistant	.015
Accompanist	.015
Costume designer/Choreographer	.015
Annual	.05
Prom	.03
Librarian/Multi Media, High School	.075
Librarian/Multi Media, Middle School	.075
Librarian/Multi Media, Elementary School	.075
School Sponsored/Approved Clubs	.015
Freshman Class Sponsor	.02
Sophomore Class Sponsor	.02
Junior Class Sponsor	.04
Senior Class Sponsor	.04
Elementary Music	.015
Summer School Enrichment/Intervention	as per contract
Saturday School Detention Monitor	as per contract
Title I Summer School Instructor	as per contract
Ohio Reads Volunteer Coordinator (contingent on grant)	.08
Camp Fitch (If a weather emergency day occurs, outdoor education advisors shall not be granted a comp day)	.01
Wellness Coordinator	.08
Cooperating Teachers supervision of Student Teachers (Contract will be based on 100% of the reimbursement from the appropriate university)	
Community Engagement Coordinator	.03

C. <u>Athletic Scale</u>	<u>Years</u>		
	<u>1</u>	<u>2</u>	<u>3</u>
Varsity Head Football Coach	.17	.19	.21
Varsity Boys Head Basketball Coach	.17	.19	.21
Varsity Girls Head Basketball Coach	.17	.19	.21
Varsity Head Volleyball Coach	.17	.19	.21
Varsity Head Golf Coach	.09	.10	.11
Varsity Head Coach (all other sports)	.16	.18	.20
Varsity Assistant Coach	.10	.11	
Junior Varsity	.10	.11	
Freshman	.10		
Middle School Head Football Coach	.10		
Middle School Assistant Football Coach	.09		
Middle School Boys Track	.09		
Middle School Girls Track	.09		
7 th Grade Boys Basketball	.09		
8 th Grade Boys Basketball	.09		
7 th Grade Girls Basketball	.09		
8 th Grade Girls Basketball	.09		
7 th Grade Girls Volleyball	.09		
8 th Grade Girls Volleyball	.09		
Fall Sports Combined 5 th /6 th Grade	.03		
Winter Sports Combined 5 th /6 th Grade	.03		
Spring Sports Combined 5 th /6 th Grade	.03		
Band Director	.15		
Freshman Fall Sports Cheerleader Advisor	.02		
Freshman Winter Sports Cheerleader Advisor	.02		
Varsity/Junior Varsity Fall Sports Cheerleader Advisor	.06	.065	.07
Varsity/Junior Varsity Winter Sports Cheerleader Advisor	.06	.065	.07
Fall Sports Cheerleader Advisor 7 th /8 th	.04		
Winter Sports Cheerleader Advisor 7 th /8 th	.04		
Middle School Weight Lifting	.03		
Ticket Manager	.06		
Weight Room Manager (community)	.16		
Winter Guard	.015		
Indoor Drumline (2 positions)	.015		
Assistant Band Director (Full Year)	.055		
Color Guard Instructor (Full year)	.035		
Brass Instructor (Camp Only)	.015		
Battery Percussion Instructor (Camp Only)	.015		
Pit Percussion (Camp Only)	.015		
Woodwind Instructor (Camp Only)	.015		

Note 1: Experience increments for the head coach and assistants apply only to years of experience in the Crestview Local School District. The same would hold true for promoting assistant coach to head coach – the first year in that position would start with the first year percentage.

Note 2: District teachers who also are awarded a supplemental contract on the athletic scale will also receive an additional \$200.00 incentive.

D. Method of Payment for Supplemental Contracts

1. Contracts shall be paid, at the option of the employee, in the following manner:
 - a. One-half (1/2) of the contracted salary midway through the term of the contract and one-half (1/2) at the end of the contract; or
 - b. Full payment of the contracted salary at the end of the contract.
2. Pay may be withheld if the completion form is not completed and returned.

E. The teaching staff who are to be re-employed as head coaches shall receive limited supplemental contracts in the following order:

- 1st year limited contract for one (1) year
- 2nd year limited contract for one (1) year
- 3rd year and thereafter limited contract for two (2) years

CRESTVIEW LOCAL SCHOOL DISTRICT
SUMMARY OF INSURANCE COVERAGE – SCHEDULE OF BENEFITS

HIGH DEDUCTIBLE PLAN

The following information is specific only for those employees who elect the high deductible plan:

	<u>NETWORK</u>	<u>NON-NETWORK</u>
Deductible (per calendar year)		
Per Individual	\$1,200.00	\$1,500.00
Per Family	\$2,400.00	\$3,000.00
<u>Benefit Percentage</u>		
Per calendar year after deductible.....	80%	60%
*Individual out-of-pocket maximum including the deductible	\$1,500.00	\$2,000.00
*Family out-of-pocket maximum including the deductible	\$3,000.00	\$4,000.00

*(Charges over UCR do not apply)

TRADITIONAL PLAN

The following information is specific only for those employees who elect the traditional plan:

	<u>NETWORK</u>	<u>NON-NETWORK</u>
Deductible (per calendar year)		
Per Individual	\$750.00	\$1,500.00
Per Family	\$1,500.00	\$3,000.00
<u>Benefit Percentage</u>		
Per calendar year after deductible.....	80%	60%
*Individual out-of-pocket maximum including the deductible	\$1,000.00	\$2,000.00
*Family out-of-pocket maximum including the deductible	\$2,000.00	\$4,000.00

*(Charges over UCR do not apply)

Retail Prescription Drug Card	10% copay
	\$5.00 minimum, Generic
(34 day supply)	20% copay
	\$15.00 minimum, Brand Formulary
	25% copay
	\$30.00 minimum, Non-Formulary
Mandatory Mail Order Prescription Program	10% copay
	\$15.00 minimum, Generic
(90 day supply,	20% copay
and Lower Fill Mandate applies)	\$45.00 minimum, Brand Formulary
	25% copay
	\$90.00 minimum, Non-Formulary

APPLICATIONS TO BOTH PLANS

The following information applies to both the traditional and high deductible plan:

MEDICAL – PPO

*Preadmission Testing	Usual, Customary and Reasonable
*Voluntary Second Surgical Opinion	Usual, Customary and Reasonable
*Supplemental Accident	Usual, Customary and Reasonable \$500.00 within 90 days
**Annual Routine Physical	Usual, Customary and Reasonable
**Annual Gynecological Exam	Usual, Customary and Reasonable
**Well-Child Care	Usual, Customary and Reasonable

A list of preventative services required to be covered at 100% (in-network only) can be found at:
www.healthcare.gov/law/about/provisions/services/lists.html

*Deductible and Coinsurance do not apply
**Deductible and Coinsurance do not apply to In-Network only

Hospital Expense Benefit

Room and Board	Semiprivate Rate subject to deductible and coinsurance
Intensive Care	Usual, customary and reasonable subject to deductible and coinsurance
Maximum Duration	Unlimited days subject to deductible and coinsurance
Miscellaneous Services (Inpatient)	Usual, customary and reasonable subject to deductible and coinsurance

Inpatient Mental/Nervous	Semiprivate Rate
Maximum Duration	60 days per calendar year subject to deductible and coinsurance

Inpatient Drug and Alcohol Rehabilitation	Semiprivate Rate
Maximum Duration	33 days per confinement 2 confinements per lifetime subject to deductible and coinsurance

Surgical Expense Benefit	Usual, customary and reasonable subject to deductible and coinsurance
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Anesthesia Benefit	Usual, customary and reasonable subject to deductible and coinsurance
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NOTE: The In-Network and Out-of-Network deductibles, copayments and Out of Pocket limits are separate and do not accumulate toward each other.

In-Hospital Medical Care Benefit

Maximum Duration Unlimited days
usual, customary and reasonable
subject to deductible and coinsurance

In-Hospital Drug and Alcohol Rehabilitation

Medical Care Benefit Usual, customary and reasonable
subject to deductible and coinsurance
Maximum Duration 33 days per confinement
2 confinements per lifetime

Diagnostic X-Ray and Laboratory Usual, customary and reasonable
subject to deductible and coinsurance

Radioactive and X-Ray Therapy Usual, customary and reasonable
subject to deductible and coinsurance

Skilled Nursing Facility 120 days per calendar year
Semiprivate room rate
subject to deductible and coinsurance

Home Health Care 100 visits per calendar year
usual, customary and reasonable
subject to deductible and coinsurance

Hospice Care 180 days per lifetime
usual, customary and reasonable
subject to deductible and coinsurance

Manipulative Therapy 12 visits therapeutic
3-2-1 rule accidents
usual, customary and reasonable
subject to deductible and coinsurance

Outpatient Mental/Nervous/Substance

Abuse Usual, customary and reasonable
subject to deductible and coinsurance
up to 50 visits per calendar year

Inpatient Preadmission Certification Required for all inpatient
hospital admissions

Eligible Dependents Covered to Age 26th birthday

From 26th birthday to 28th birthday – Health care coverage and prescription at the OMERESA prescribed rate provided the dependent meets all of the following criteria:

- The dependent is the natural child, stepchild, or adopted child of the employee
- The dependent is an Ohio resident or full time student of an accredited public or private institution of learning
- The dependent is not employed by an employer that offers coverage and the employee signs a disclaimer verifying that health coverage is not available to the dependent
- The dependent is not eligible for coverage under Medicaid or Medicare
- Cost of coverage will be responsibility of employee and/or dependent

Effective Date of Coverage First day of employment

Plan Maximum Amounts

Maximum Lifetime Benefit No Limit

SUPPLEMENTAL ACCIDENT

Benefits are available if you or your dependent receives treatment in an accredited emergency care facility or by a licensed physician as the result of a nonoccupational accident provided such treatment occurs within 90 days from the date of the accident. Benefits are payable at 100 percent of the usual, customary and reasonable fee up to \$500.00. Charges in excess of \$500.00 are eligible subject to deductible and coinsurance.

ANNUAL ROUTINE PHYSICAL

Benefits are provided at a usual, customary and reasonable fee for one exam, urinalysis, CBC, Comprehensive Metabolic Panel, Prostate exam, Prostate Specific Antigen Test (PSA), chest x-ray and EKG in conjunction with an annual routine physical. Deductible and Coinsurance do not apply for In-Network only.

ANNUAL GYNECOLOGICAL EXAM

Benefits are provided at a usual, customary and reasonable fee for one exam, pap smear and mammogram in conjunction with an annual Gynecological exam. Deductible and Coinsurance do not apply for In-Network only.

WELL-CHILD CARE

Benefits are provided at the usual, customary and reasonable fee for routine exams, blood tests and immunizations required by the State during the child's first seven years. Deductible and Coinsurance do not apply for In-Network only. Exams are limited to the following schedule:

Newborn to 1 year - four exams

1 year to 2 years - two exams per year

2 years to 9 years - one exam per year.

PREADMISSION CERTIFICATION

If your doctor indicates that you or any family member is to be admitted as an inpatient at a hospital or clinic, a preadmission certification is required. This review is provided at no charge to you to protect you and your dependents against unnecessary or extended hospital confinement.

When hospitalization is recommended, you must call Professional Risk Management, Inc., (PRM) Precertification Center at (330) 726-0133 or 1-800-334-3366 prior to your scheduled date of admission. A medical professional will discuss your case in strictest confidence with your doctor and, with input from your doctor, monitor your confinement so that your hospital stay is not extended unnecessarily.

If either you or your dependent is admitted without obtaining Preadmission Certification, an added deductible of \$500.00 will be applied to your hospital coverage.

The room and board charges for your hospital confinement that Professional Risk Management, Inc., does not certify as medically necessary will be denied unless your physician can justify the noncertified days. However, any ancillary charges in conjunction with these uncertified days will be covered according to your plan of benefits.

Note: Emergency admissions are not subject to any penalties, but certification of days is required. Professional Risk Management, Inc. should be contacted within 48 hours of an emergency admission.

DENTAL INSURANCE

1. Class I – Preventative and Diagnostic
100% of Usual Customary and Reasonable Charge – no deductible
 - a. Routine oral exams (once every six (6) months)
 - b. Teeth cleaning (once every six (6) months)
 - c. Fluoride treatments (once every twelve (12) months)
 - d. Emergency pain treatments
 - e. Space maintainers
 - f. Diagnostic x-rays
 - g. Tests and laboratory exams

2. Class II – Basic Restorative (\$25.00/\$50.00 Deductible)
60% of Usual Customary and Reasonable
 - a. Fillings – amalgams, silicate, acrylic
 - b. Root canal therapy
 - c. Treatment of gum disease
 - d. Repair of bridgework and dentures
 - e. Extractions and oral surgery
 - f. General anesthesia – only if medically necessary

3. Class III – Major Restorative (\$25.00/\$50.00 Deductible
60% of Usual Customary and Reasonable

- a. Inlays, onlays, gold fillings, or crown restorations
- b. Initial installation of fixed bridgework
- c. Installation of partial or full, removable dentures
- d. Replacement of existing bridgework or dentures

(For classes I, II, and III there is a calendar year maximum of Two Thousand Five Hundred Dollars (\$2,500.00) per person).

4. Class IV – Orthodontia

- a. Full-bonded orthodontic treatment
- b. Appliance of tooth guidance
- c. Appliance to control harmful habits
- d. Retention appliances – not in connection with full-bonded treatment

(For Class IV benefits, there is a lifetime maximum of Fifteen Hundred Dollars (\$1,500.00) per person.

The above is only a general summary of insurance coverage provided. Applicable policy provisions will govern payment for medical and dental claims.

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner’s prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students’ backgrounds and has made no attempts to find this information.</p> <p>The teacher’s plan for instruction does not demonstrate an understanding of students’ development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students’ background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher’s instructional plan draws upon a partial analysis of students’ development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students’ background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher’s instructional plan draws upon an accurate analysis of the students’ development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students’ background experiences, demonstrates familiarity with each student’s background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher’s analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher’s explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students’ questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students’ learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students’ learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;">CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.

Appendix F The teacher’s performance rating will be combined with the results of student growth measures to produce a summative evaluation rating as depicted in the matrix below.

Evaluation Matrix

		Teacher Performance			
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.

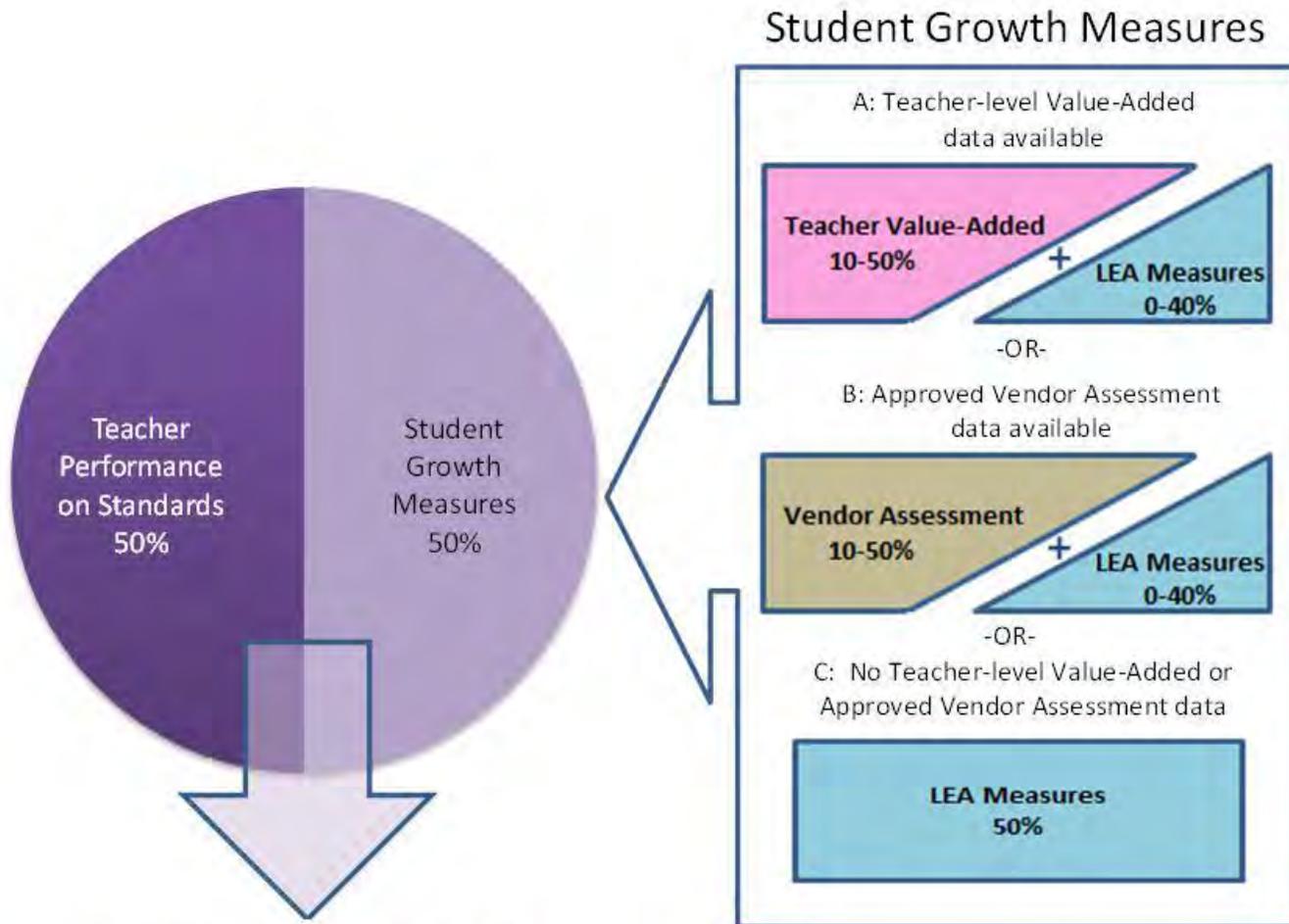
Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

Additionally, at the local level, the board of education will include in its evaluation policy, procedures for using the evaluation results for retention and promotion decisions and for removal of poorly-performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will also provide for the allocation of financial resources to support professional development.

Adopted November 14, 2011 LEGAL REFS. ORC 3319.111; 3319.112



Final Summative Rating



In Ohio's LEAs the student growth component will be comprised of a combination of the following measures based on data availability and LEA decisions.

A	Teacher Value-Added	<ul style="list-style-type: none"> • MUST use if available <ul style="list-style-type: none"> ○ 10-50% if applicable ○ Phased-in implementation of reading and math, grades 4-8 ○ Extended reporting (other grades and subjects) being piloted • EVAAS Value-Added metric, aggregated across subject areas <ul style="list-style-type: none"> ○ 1-year report; or 2- or 3-year rolling average, based on availability
B	Vendor Assessments	<ul style="list-style-type: none"> • MUST use if LEA has assessment in place <ul style="list-style-type: none"> ○ 10-50% if applicable and no Value-Added data available • From ODE-Approved List <ul style="list-style-type: none"> ○ Vendors demonstrate how assessment can measure growth
C	LEA-Determined Measures	<ul style="list-style-type: none"> • MAY use: LEA decision (Teacher Groups A & B) <ul style="list-style-type: none"> ○ 0-40% if used in combination with Type One or Two measures • MUST use (Teacher Group C) <ul style="list-style-type: none"> ○ 50% if no Type One or Two data available • Three types of LEA-Determined Measures <ul style="list-style-type: none"> ○ Student Learning Objectives (SLOs) process for using measures that are specific to relevant subject matter. Measures for SLOs must be district-approved and may include: <ul style="list-style-type: none"> • District-approved, locally developed assessments • Pre/Post assessments • Interim assessments • Performance-based assessments • Portfolios ○ Shared attribution measures to encourage collaborative goals and may include: <ul style="list-style-type: none"> • Building or District Value-Added is recommended if available • Building teams (such as content area) may utilize a composite Value-Added score • Performance Index gains • Building or District-based SLOs ○ Teacher Group A (with Value-Added) may also use Vendor assessments as a LEA-determined measure if using both

The combination of measures within the OTEs model will vary depending on the grades and subjects taught. The guidelines and further information given will be updated as research and best practices emerge to inform revisions. Please see the Ohio Department of Education webpage for more information. The combination of measures will fall into three categories: a) Teachers with Value-Added data available; b) Teachers with approved Vendor Assessment data available; c) Teachers with no teacher-level Value-Added or Approved Vendor Assessment data available. Some combinations of measures, based on LEA decisions, may include a shared attribution measure such as building level data.

Why measure student growth?

According to the National Comprehensive Center for Teacher Quality (NCCTQ), the focus on evaluating educators by measuring growth rather than attainment is fairer to teachers and principals whose students enter classrooms well below grade level. These measures have the potential to inform instruction, build stakeholder commitment, provide a critical dimension to the assessment of teacher effectiveness, and, most important, improve student performance across a broader set of expectations.

Important terms and definitions

Student growth. For the purpose of use in evaluation systems, student growth is defined as *“the change in student achievement for an individual student between two or more points in time”* (excerpted from *Measuring Student Growth for Teachers in Non-Tested Grades and Subjects: A Primer*).

Tested grades and subjects. The US Department of Education (ED) defines “tested grades and subjects” as *those covered by the state’s assessment under the ESEA* and “non-tested grades and subjects” as *those without such data*. Because the definition of student growth requires individual student achievement data from two or more points in time, this definition typically limits the tested grades and subjects to grades 4–10 in the subjects of English language arts and mathematics. In Ohio, this is limited to reading and math, grades 4-8.

Value-Added. In Ohio, Value-Added refers to the EVAAS Value-Added methodology. This is distinct from the more generic use of the term “value added” which can represent a variety of statistical modeling techniques. The Ohio, EVAAS Value-Added measure of student progress at the district and school level has been a component of the Ohio Accountability system for several years. Ohio’s Race to the Top plan provides for the expansion of Value-Added to the Teacher-level. Additionally, the EVAAS data reporting system has added several helpful features to help educators use this important data. Battelle for Kids (BFK) is providing professional development and other related services across the state.

Vendor Assessment. HB 153 requires the Department to “develop a list of student assessments that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification examinations, or end-of-course examinations” for grade levels and subjects for which the Value-Added measure does not apply (the “non-tested” grades). ODE released a Request for Qualifications (RFQ) whereby interested vendors could demonstrate qualifications. The List of approved assessments will be maintained and updated by ODE.

Student Learning Objectives (SLOs). SLOs are goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time. SLOs are determined by teachers after analyzing data on student academic performance and identifying areas in need of targeted effort for all students and subgroups of students. As a way to measure student growth, SLOs demonstrate a teacher’s impact on student learning within a given interval of instruction. Further, they enable teachers to use their own knowledge of appropriate student progress to make meaningful decisions about how their students’ learning is measured. As a collaborative process, SLOs also support teacher teams in their use of best practices.

Multiple measures. The teacher evaluation framework is based on multiple measures of performance and student growth. It is important that the holistic evaluation rating consider multiple factors across time. Accordingly, there are multiple measures within teacher performance and student growth, within and across years. The student growth measures may include data from multiple assessments and subjects.

Teacher Value-Added, by methodological definition, includes multiple measures on multiple levels. First, the EVAAS methodology incorporates students' test histories (across all state-tested subjects) in determining growth metrics. Second, Value-Added creates effectiveness ratings for each tested grade and subject, as well as an aggregate composite rating. So for example and analogous to Value-Added on the Local Report Card, a 5th grade teacher may have a Value-Added rating for 5th grade math, a separate rating for 5th grade reading, and an overall composite rating. Third, the Value-Added metric will eventually roll into a three-year average so that multiple years of multiple measures are represented.

ASSAULT LEAVE FORM

Name _____

Address _____

Phone _____ Social Security Number _____

Date of Assault _____

Time of Assault _____

Place of Assault _____

Nature of Resulting Physical Disability:

Narrative Description (Must include full name(s) of all people involved:

Signature

Date

Leave Approved

Superintendent's Signature

Date

CRESTVIEW LOCAL SCHOOLS
(Green Paper)

(Complete this form in duplicate and return to the Superintendent's Office)

APPLICATION BY CERTIFIED STAFF FOR TUITION REIMBURSEMENT

Payments will begin, if approved, when a complete transcript is on file at the rate of \$100.00 per semester hour, and \$75.00 per quarter hour for hours completed. Proof of tuition payment must be provided within four weeks from the end of the semester/quarter completed.

Name _____ Date _____

Grade _____ Subject _____

Present teaching certificate _____
Type _____ Number _____

College or University in which course of study will be taken _____

Title of course _____ Number of hours _____
Quarter Semester

Date course begins _____ Date course to be completed _____

How is this course related to your present teaching field?

How will the information from these hours help you in the future instruction of students for the areas in which you have been assigned?

Approved by Superintendent of Schools

Disapproved by Superintendent of Schools

Date

Date

Approved for Payment

Date

CRESTVIEW LOCAL SCHOOL DISTRICT
STAFF WELLNESS INITIATIVE

A. Bargaining unit members may reduce the scheduled deductible by participating in the Board provided Wellness Initiative. The employees who either reach two of the four identified benchmarks or make progress toward achieving the benchmark, their deductibles will be lowered for the following calendar year and will remain at that level until the next calendar year.

B. The benchmarks for the Wellness Initiative shall be as follows:

1. BMI ≤ 27.5
2. BP $\leq 130/85$
3. LDL Cholesterol ≤ 130
4. Crestview Wellness Plan – earn 60 points or more

C. The Board will provide to the employees at no cost, the opportunity for the employee to take the multiphasic blood test on or before August 31, 2011, and once again on or before December 31, 2011. Results of this test will be used to calculate the employee's progress toward meeting the Wellness Initiative benchmark for the calendar year 2012 deductible. For each succeeding year, only one data collection will be offered sometime during the beginning of the school year to determine reaching benchmarks or progress beyond the most recent benchmarks achievements.

D. Employees who do not meet the benchmark must be able to demonstrate progress by:

- 1 BMI decreased by at least .5
- 2 BP reduced
- 3 LDL Cholesterol reduced
- 4 Earn 20 points on Crestview Wellness Plan

**Crestview Local School District
Certified Employees Reimbursement
for Unused Personal Leave**

(Form must be submitted by the last day of the school year)

Any employee who has up to two (2) unused personal leave day as of the end of the school year, may apply for reimbursement of \$100.00 per day. To be eligible for this reimbursement, an employee must not have used a personal leave day in the last nine weeks of the school year. Payment for the unused personal leave day shall be paid the second payroll in June. Please note that this item does not pertain to the Wellness day.

Name _____

Number of days requested for payment _____

Employee Signature

Date

Superintendent's Signature

Date

Section Two: Ohio Standards for the Teaching Profession

1 Teachers understand student learning and development and respect the diversity of the students they teach.

- Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- Teachers expect that all students will achieve to their full potential.
- Teachers model respect for students' diverse cultures, language skills and experiences.
- Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.

2 Teachers know and understand the content area for which they have instructional responsibility.

- Teachers know the content they teach and use their knowledge of content-area concepts, assumptions and skills to plan instruction.
- Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
- Teachers understand school and district curriculum priorities and the Ohio academic content standards.
- Teachers understand the relationship of knowledge within the discipline to other content areas.
- Teachers connect content to relevant life experiences and career opportunities.

3 Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
- Teachers analyze data to monitor student

progress and learning, and to plan, differentiate and modify instruction.

- Teachers collaborate and communicate student progress with students, parents and colleagues.
- Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

4 Teachers plan and deliver effective instruction that advances the learning of each individual student.

- Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
- Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
- Teachers apply knowledge of how students think and learn to instructional design and delivery.
- Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
- Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- Teachers use resources effectively, including technology, to enhance student learning.

5 Teachers create learning environments that promote high levels of learning and achievement for all students.

- Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
- Teachers create an environment that is physically and emotionally safe.
- Teachers motivate students to work productively and assume responsibility for their own learning.
- Teachers create learning situations which students work independently, collaboratively and/or as a whole class.

• Teachers maintain an environment that is conducive to learning for all students.

6 Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Teachers communicate clearly and effectively.
- Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- Teachers collaborate effectively with other teachers, administrators and school and district staff.
- Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

7 Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

- Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- Teachers take responsibility for engaging in continuous, purposeful professional development.
- Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

