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MASTER AGREEMENT

between

THE CRESTLINE BOARD OF EDUCATION

and

THE CRESTLINE EDUCATION ASSOCIATION

July 1, 2016 – June 30, 2019

Presented to all certificated/licensed employees
to aid in communication within the District and maintain
a positive working relationship between the
Crestline Education Association and the Crestline Board of Education.

This Agreement entered by and between the Board of Education of the Crestline Exempted Village School District (hereinafter, the "Board") and the Crestline Education Association (hereinafter, the "Association"):

ARTICLE I RECOGNITION

A. Statement of Principles

It is the purpose of the Agreement to establish the relationship between the Board and the Crestline Education Association and to set forth an orderly procedure for the consideration and resolution of matters of concern.

B. Recognition of the Association

1. The Board hereby recognizes the Crestline Education Association, an OEA/NEA Local, as the sole and exclusive representative of the bargaining unit as defined in 4117.01 (D) and 4117.01 (E). The bargaining unit shall include all certified/licensed classroom teachers, guidance counselors, librarians and substitutes employed for sixty (60) consecutive days or more in one specific teaching position. Excluded from the bargaining unit are the Superintendent, Administrative Assistants, Principals, other personnel defined in 4117.01 (C) and casual day to day substitutes and tutors.

Substitute teachers who become members of the bargaining unit are subject to termination as provided for in Ohio Revised Code 3319.10.

Any newly created position that requires a teaching/education certificate/license and does not have supervisory duties will be a part of the bargaining unit.

2. No other bargaining unit group or bargaining unit organization or bargaining unit representative thereof shall be recognized or permitted to represent any employees included in the Association's bargaining unit regarding any term or condition of employment.
3. All bargaining unit members shall have the right to join an organization for their professional or economic improvement. Membership in such an organization shall not be a consideration of employment or continued employment.

C. Recognition of the Board

The Association recognizes the Board as the locally elected body charged with the responsibility for management of the local schools in accordance with the Ohio Revised Code. It is further recognized that the Board of Education is vested with authority to make such rules and regulations as are necessary for the government of its employees.

D. Duration of Association Recognition

The Crestline Education Association shall continue to maintain sole and exclusive recognition until such time that the Association is replaced as the exclusive representative of the bargaining unit in accordance with ORC 4117.04, 4117.05, 4117.06, and 4117.07.

E. Association Rights

1. Board of Education:

- a. Notification of Meetings: The Association President shall be notified by the Treasurer's office of the time and place of all Board of Education meetings at least twenty-four (24) hours prior to the meeting. If an emergency or special Board meeting is called, such notification shall also include the purpose of the meeting. Failure to do so is not grievable unless willful disregard is shown for this provision.
- b. Information: Prior to each regular or special Board meeting, the Association President shall be provided with a copy of: (1) the Board agenda and (2) the approved minutes of the prior Board meeting.
- c. Daytime Attendance: The Association President or his/her designee shall be provided release time to attend Board meetings that are scheduled during the school day, if so requested by the Association President.
- d. Board Policies: The Board of Education shall provide a policy manual for the Association President. Each new policy enacted by the Board shall be provided to the President for inclusion in the policy manual within a reasonable amount of time.

2. Mail and Notices

The Association shall have the right to use the intra-district mail service and the school mailboxes of bargaining unit members for distribution of Association notices and information. It shall also have the right to post notices of its activities and matters of Association concern on bulletin boards located in member lounges.

3. School Buildings

The Association shall be permitted to use school buildings for Association meetings with prior notice as long as the meeting does not hinder school activities or previously scheduled meetings or events or interrupt teacher's classroom responsibilities.

4. School Equipment

The Association may use school telephones, fax machines, copier machines, computers, internet service, and audio-visual equipment. The Association use of such items shall not interfere with the school's business use of the items. The Association shall bear the costs of all materials, fees, bills, repair, or replacement of items damaged through misuse or abuse while in use by the Association.

5. Association Business

The Association and/or its representatives may conduct Association business on school property provided such business shall not interfere with the program of instruction.

6. Bargaining Unit Member Orientation

An Association representative shall be permitted a welcoming address to the bargaining unit during the annual orientation meeting which is held at the beginning of each contract year. Length of the address may be limited by the administration with due consideration to the orientation meeting agenda. Subsequent Association meetings on that day will be scheduled for no less than twenty (20) minutes as long as the district/buildings agenda has been completed.

7. Right to Representation

- a. Bargaining unit members shall be entitled to representation by an Association representative(s) of his/her choosing at meetings with the administration in accordance with O.R.C. 4117.
- b. Meetings and hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and to cause minimal disruption to the operation of the school district.
- c. All parties of interest, including witnesses, shall be permitted to attend a grievance meeting, arbitration hearing, or State Employment Relations Board (SERB) proceeding without the loss of pay or benefits and without the use of sick leave or personal leave. The Association commits that it will only request leave for those who must be in attendance.

Employee Participation Council

1. Purpose

To aid in communication within the district, to maintain a positive working relationship between the CEA and the Administration, and to assist in the

realization of the mission of the Crestline Exempted Village School District, an advisory committee called the Employee Participation Council will exist.

2. Council Membership

The council will be composed of the Superintendent, one (1) administrator representing each of the buildings of the district, and four (4) CEA members chosen by the Association, providing representation from each of the buildings in the district. Board members and the Treasurer shall receive prior notification of the date(s) of council meetings and may attend meetings at their discretion.

3. Council Meetings

Meetings will be held at least four (4) times each school year, near the end of each grading period. Additional meetings may occur upon the mutual consent of both parties.

The Superintendent and the President of CEA will jointly set the date and prepare the agenda for each meeting. The council shall adopt and may amend the agenda at the beginning of each meeting and may include unresolved items from previous years or previous meetings.

The council shall function through open-minded, free discussion and shall be open to, but not limited to, items brought to the attention of its members.

Minutes of council meetings shall be made available to the Board, Administration and Association members.

G. CEA President

1. The President of the CEA shall not be given any duty or assignment prior to the beginning of the student school day or after the end of the student school day during his/her term of office as President of the Association.
2. The President of the CEA shall receive the entire packet prepared for all Board of Education meetings via email on the day that the meeting is to take place.

ARTICLE II
PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Scope of Negotiations

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.

B. Negotiations Representatives

1. The Board and the Association shall be represented at all negotiations meetings by a team of negotiators, not to exceed five (5) members each. All negotiations shall be conducted exclusively between said teams. In addition to said team, each team shall be authorized to admit no more than two (2) observers at one time to such meetings. Such observers shall be without the right to speak or to otherwise comment to either party during said meetings, except to request a caucus. Representation for either party shall be at the discretion of that party.
2. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. Members of the other team shall not be expected to respond to the consultant(s).

C. Initiation of Negotiations and Time Line for the Bargaining Process

1. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modifications to the existing collective bargaining agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association.
2. The collective bargaining process shall commence no more than 90 nor less than 60 days prior to the expiration date of the existing collective bargaining agreement and shall be at a mutually acceptable time within 20 days of the date that the initiating notice was served.

D. Negotiation Meetings

1. The negotiations representatives of the Board shall meet at reasonable times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith.
2. At the first negotiations session:
 - a. The first item of business will be to set the length of the meeting.
 - b. The second item of business is to exchange proposals.
 - c. The third item of business is to establish an agenda which shall consist of those items submitted at this meeting by the Association and the Board teams. No further items may be submitted unless mutually agreed to by the parties. Proposals made either by the

Association or the Board shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings of items proposed for negotiations shall not be acceptable at this time.

3. a. Negotiations meetings shall be scheduled at the request of either party at a mutually acceptable time and day. Until negotiations can be concluded, either party may require, at each meeting, a decision on the date, time, length of meeting, and place of subsequent meeting.

Meetings shall be scheduled at reasonable intervals, places, and times.

- b. Negotiations sessions shall be held in private with no persons other than those mentioned present.
- c. During negotiating sessions, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each team and set aside.
- d. Each team shall provide its own secretarial assistance from within the team membership.
- e. Either team may call for a caucus at any time. The caucus shall not exceed thirty (30) minutes, unless mutually agreed to.
- f. The parties agree to furnish, upon written request at any reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.
- g. All negotiations shall be conducted in "good faith." "Good faith" requires that each team come to the table with the intention of reaching mutual agreement. This involves reacting to but not necessarily agreeing to the other team's proposals; however, if either party does not agree, it is required to give reason(s) for such disagreement.
- h. During the negotiations period, bargaining unit members, the Board, and the administration may be informed by their respective negotiation teams of the status of negotiations.

E. Agreement

When final agreement is reached by the negotiation teams on the total negotiations package, it shall be reduced to writing and signed by the representatives of the parties and submitted to the Association membership for ratification. The Association negotiating team shall recommend the proposed agreement for ratification unless they indicate otherwise in writing to the Board's chief

spokesperson prior to the ratification vote. The Association membership will vote on the tentative agreement as a single total package within ten (10) days of the date the tentative agreement was signed by the parties. Notification of the ratification or non-ratification will be made to the Board or its designated representative within 24 hours of the Association vote. If the total tentative agreement has been ratified by the Association, the total tentatively agreed to package shall be submitted to the Board for adoption or rejection within ten (10) days of receipt of notification that the Association membership has ratified said agreement. The Board's negotiation team shall recommend the proposed agreement for adoption unless they indicate otherwise in writing to the Association team's spokesperson prior to the adoption vote. A vote to adopt by the Board shall also include authorization for the Board President, Treasurer, and Superintendent to sign on behalf of the Board, the agreed to contract. Such action by the Board shall be so noted in the official minutes of the Board. If the total agreement has been approved by both the Board and the Association, such agreement shall be signed by the representatives of the Board and the Association.

F. Disagreement

1. In the event the parties are unable to reach an agreement within fifty (50) days of the expiration of the existing contract, either party may declare impasse. That party shall, within five (5) days, contact the Federal Mediation and Conciliation Service and request the appointment of a mediator.
2. The mediation period shall last for not longer than thirty (30) days from the first meeting with the mediator unless both parties agree to an extension in writing.
3. In the event a tentative agreement is reached during the mediation period, the procedure of paragraph E shall be followed.
4. This procedure shall be deemed an alternative dispute resolution procedure pursuant to RC 4117.14 (C).
5. In the event no agreement is reached during the mediation period, the parties are free to exercise all rights provided by law.

G. Alternative Settlement Procedures

Nothing in this article shall be construed to prohibit the parties at any time from voluntarily and mutually agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance shall mean a claim by a bargaining unit member that there has been an alleged violation, misinterpretation, or misapplication of the language of the negotiated Agreement entered into between the Board and the Association.
2. Grievant: A grievant shall mean a bargaining unit member, a group of members, or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement or regulations has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting each member of said group.
3. Party of Interest: Party of interest shall mean the grievant including their designated representative as provided for herein, and any person or group of persons who might be required to act or against whom action might be taken in order to resolve the grievance.
4. Days: Days shall mean workdays. Workdays shall mean the one hundred eighty-four (184) regular contract days that bargaining unit members are employed and working. Calamity days shall not be considered workdays.
5. In the absence of the Superintendent, the "designee," for the purposes of delivery of Grievance Report Forms by the grievant or his/her representative, shall be any administrator in the district, including the Treasurer.

B. Rights of the Grievant

1. A grievant shall make every attempt to resolve the problem through discussion with his/her principal or immediate supervisor. If the grievance arises from the actions of an authority higher than the principal or supervisor, the grievant shall make every attempt to resolve the problem through discussion with the Superintendent. If this matter is still not resolved, a formal grievance may be filed in writing in accordance with the formal grievance procedure. The grievant may appear on his/her own behalf or may be represented and/or accompanied at any and all steps of the grievance procedure by an Association representative(s), and/or by counsel, and/or by any other person(s) of his/her choice except that he/she may not be represented by an officer or employee of any teachers' organization other than the Association and its affiliates.

The Principal or supervisor, Superintendent, and/or Board have the same rights to representation as the grievant.

2. During a formal grievance procedure the Association President shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such

written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process. Nor shall the fact that the employee filed a grievance be used in any recommendation for other employment. Nor shall the grievant, the Association or its officers be placed in jeopardy or be the object of reprisal or discrimination having followed this grievance procedure.
4. If a grievance appears to arise from the actions of an authority higher than the principal of a school or of an authority higher than a supervisor, or if it affects a group or class of any employees, it may be submitted directly at Step II-B of the grievance procedure as hereinafter described.
5. The purpose of these procedures is to secure, at the lowest possible administrative level, satisfactory solutions to grievances.

C. Time Limits

1. The number of days indicated at each step of the grievance procedure is considered maximum. The time limits specified may, however, be extended by mutual written agreement of the parties in interest.
2. If an employee does not seek redress through the informal procedure within twenty (20) days after he or she knew or should have known of the act or condition on which the grievance is based, then the right to a grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limit specified at each step of the procedure, the grievance will be deemed settled on the basis of the Employer's position at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. All notices of hearings and disposition of grievances shall be by mail with the date of mailing or postmark and date of receipt recorded thereon, or shall be personally hand-delivered with receipt dated and initialed. Delivery to the grievant or to any officer of the Association, if the Association is involved in the grievance, shall constitute compliance with this section. Written grievances and appeals shall be deemed to be received on the day after the postmark or the date received and initials shall be recorded thereon if hand-delivered by either:
 - a. the principal or immediate supervisor if filed at Step I or

- b. the Superintendent (or his/her designee if the Superintendent is absent) if filed at Step II through IV. Such designee will be any administrator in the district, including the Treasurer.
6. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
7. All other grievances submitted after May 15th of any school year will fall under stated time-line constraints unless the Association President or his/her designee has sought and arranged time limits that are mutually agreed to by the parties in interest. Such agreement shall be made in writing using Appendix Form A, "Grievance Time-Line Adjustment."

D. Grievance Procedure

1. Informal Procedure: Effort to Solve the Problem:

If an employee believes there may be a basis for a grievance, he/she shall first discuss the matter with his/her principal or immediate supervisor (or with the Superintendent if the grievance arises from actions at that level) in an effort to resolve the problem. The employee shall inform the administrator that the meeting is the informal procedure in the grievance process.

2. Formal Procedure -- Step I: Submitted to Principal or Immediate Supervisor:

If the grievance arises from the actions of a principal or immediate supervisor and is not resolved within five (5) days of such informal procedure, the grievant may present his/her formal claim by submitting completed Grievance Report form (Step I), which form is set forth in the Appendix A of this Agreement.

Copies of this form shall be submitted by the employee or representative to the persons designated on the Grievance Report Form (Step 1). The form shall include the following:

- a. the date of the occurrence; and
- b. a statement of the nature of the grievance; and
- c. the provision(s) of the Agreement allegedly violated; and
- d. the relief sought.

Step I shall contain all specific details as to the grievance. No additional allegations or remedies shall be added at a later step.

Within three (3) days of the receipt of the Grievance Report Form (Step I), the principal or immediate supervisor shall initiate a meeting with the

employee and, if the employee so desires, his/her Association representative(s), in an effort to resolve the grievance. Said meeting may be by-passed and written disposition directly obtained from the principal upon the mutual consent of both parties. If no meeting occurs, written disposition of the principal or immediate supervisor shall occur within three (3) days of the receipt of the Grievance Report Form (Step I) and shall be accomplished by completing Step I of the grievance form and returning it to the grievant.

If a meeting between the principal or immediate supervisor and the grievant does occur, the principal or immediate supervisor shall indicate his/her disposition to the grievance within three (3) days after such meeting by completing Step I of the grievance form and returning it to the grievant.

The grievant, the Association President, and the Superintendent shall all receive copies of the completed Grievance Report Form Step I containing the principal's or immediate supervisor's disposition.

3. a. Formal Procedure -- Step II – A (if pursuit after Step I is desired):

If the employee is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant may complete Grievance Report Form (Step II - A), and submit the grievance (or have his/her representative submit the grievance) to the Superintendent within five (5) days of the receipt of the Step I disposition.

Within five (5) days of receipt, the Superintendent and/or his/her designee shall initiate a meeting with the grievant and, if the grievant so desires, his/her Association representative(s). Said meeting may be by-passed and written disposition directly obtained from the Superintendent upon mutual consent of both parties. If no meeting occurs, written disposition by the Superintendent shall occur within five (5) days of the receipt of Grievance Report Form (Step II - A).

If a meeting between the Superintendent and the grievant does occur, within three (3) days of the meeting the Superintendent or his/her designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II - A and forwarding it to the grievant.

Completed copies of the Grievant Report Form (Step II - A) containing the Superintendent's disposition shall be dispersed on the same date to the grievant, the Association President, and the principal or immediate supervisor.

b. Formal Procedure—Step II - B (if by-passing Step I and filing directly with the Superintendent at the Step II - B level):

If the problem is not resolved within five (5) days of the meeting held with the Superintendent in the Informal Procedure, the grievant may

present his/her formal claim by submitting completed Grievance Report Form Step II – B to the Superintendent.

Within five (5) days of receipt, the Superintendent and/or his/her designee shall initiate a meeting with the grievant and, if the grievant so desires, his/her Association representatives.

Said meeting may be by-passed and written disposition directly obtained from the Superintendent upon mutual consent of both parties. If no meeting occurs, written disposition by the Superintendent shall occur within five (5) days of the receipt of Grievance Report Form (Step II – B).

If a meeting between the Superintendent and the grievant does occur, within three (3) days of the meeting the Superintendent or his/her designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II – B and forwarding it to the grievant.

Completed copies of Grievance Report Form (Step II – B) containing the Superintendent's disposition shall be dispersed on the same date to the grievant and to the Association President.

4. Formal Procedure -- Step III:

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, then the grievant may either:

- a. Complete the Grievance Report form (Step III) within five (5) days and submit the grievance to the Board by filing a copy with the Treasurer of the Board or
- b. Complete Grievance Report form IV for direct filing for arbitration (See Article III, D5 for Arbitration procedures.)

If Step III is filed by the grievant, the Board, at its next regular or special meeting, may meet with the grievant and, if the grievant so desires, the Association representative(s), and/or person(s) of his/her choice and with the Superintendent and/or his/her designee to review such grievance in executive session or give other consideration as it shall deem appropriate.

If a Board hearing is held, as described above, the disposition by the Board shall be made by completing its portion of Step III within seven (7) days of the meeting.

Copies of completed Grievance Report Form Step III containing the Board's disposition shall be dispersed on the same date to the grievant, the Association President, the principal (if Step I was filed), and the Superintendent.

If the Board refuses to grant the Step III hearing, the Superintendent or designee shall notify the grievant in writing of their decision to do so. The disposition portion of Grievance Report Form Step III shall be used for this notification. Such notification shall be given to both the grievant and the Association President within seven (7) calendar days of the Board's receipt of Grievance Report Form Step III and shall be signed by the Board President or Vice President.

5. Formal Procedure -- Step IV – Arbitration:

The grievant may request a hearing before an arbitrator by completing Grievance Report Form Step IV if:

- a. Step III Board level grievance was filed and the grievant is not satisfied with the disposition by the Board or if no disposition has been received within the period in Step III or
- b. The grievant by-passed Step III and is filing directly from Step II to the Arbitration level.

The grievant's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance in Step III. The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the Treasurer of the Board of Education. Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the American Arbitration Association to provide an arbitrator in accordance with its voluntary rules. Once the arbitrator has been selected he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. Such decision will be binding on the parties.

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 his/her decision concerning the issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations/declarations of opinion which are not directly essential in reaching his/her decision. The cost of the arbitrator will be borne by the party that loses the arbitration decision. If the nature of the arbitration does not produce a clear answer as to the loser of the arbitration, it shall be the duty of the arbitrator to determine who and how the costs will be borne, including the possibility of the costs being shared.

E. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of a certificated/licensed employee having a complaint or

problem to pursue the matter with members of the administration through this or other channels of communication.

2. No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the grievance procedure by reason of such participation.
3. In all cases, the Association President shall receive notification of the date, time, and place of all hearings, and the Association shall have the right to have representatives of its choice present at all hearings and adjustments of the grievance(s). The adjustment(s) of a grievance(s) shall not be inconsistent with the terms of this Collective Bargaining Agreement.

ARTICLE IV TEACHER EMPLOYMENT AND CONTRACTS

A. Employment Practices

1. The Crestline School District affirms its practices of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, gender, marital status, handicap, political affiliation, sexual orientation, and/or Association affiliation and activity.
2. Bargaining unit member assignments will only be made in areas for which the staff member is or can become properly certificated/licensed.
3. Individual and supplemental individual contracts or a letter of intent shall be issued prior to the beginning of all assignment(s).
4. All members of the bargaining unit shall keep in full force and effect all areas of certification/licensure for their current position.
5. Full-time status as a bargaining unit member shall be defined by working two-thirds (2/3) of the hours as described in A.2 of Article VI and/or by working two-thirds (2/3) of the work days of the contract year as described in A.3 of Article VI. Any bargaining unit member working less than these hours and/or days shall be considered part time.

B. Individual Bargaining Unit Member's Contracts -- Multiple Year

Contracts for bargaining unit members in the Crestline Schools shall be of two types:

1. Continuing:
 - a. Continuing contracts shall be issued in accordance with the Ohio Revised Code Section 3319.11 (see Appendix P).
 - b. Such bargaining unit member is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the 1st day of June and a continuing contract shall be executed accordingly.
 - c. When a member becomes eligible for a continuing contract during the term of a limited contract, with the recommendation of the Superintendent, the Board of Education may, upon written request of the member, interrupt the existing limited contract and grant a continuing contract.
2. Limited contracts may be approved by the Board on the recommendation of the Superintendent as follows:
 - a. One (1) year contracts shall be recommended for the initial year of employment and, if reemployed, for the second year of employment in the system.
 - b. Three (3) year contracts shall be recommended after two years (two one-year contracts) of uninterrupted service in the school system if the member is recommended for reemployment.
 - c. Five (5) year contracts shall be recommended after five years of uninterrupted service or more in the school system if the member is recommended for reemployment.
 - d. Any bargaining unit member employed under a limited contract and not eligible to be considered for a continuing contract shall be deemed reemployed at the same salary plus any increment provided by the salary schedule unless the Board, acting upon the Superintendent's recommendation as to whether or not the member should be reemployed, gives such member written notice of its intention not to reemploy him/her on or before the 30th day of April.
 - e. Said member is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the 1st day of June and a written contract for the succeeding school year shall be executed accordingly. Failure of the parties to execute a written contract shall not void automatic reemployment of such member.

C. Assignment and Reassignment

1. The professional staff has the ultimate responsibility of providing the best possible education in the classroom.

2. Definition:

A reassignment shall be defined as a change in building assignment, grade level, or subject area.

3. Reassignments are within the discretion of the Superintendent.

4. Grade level emergency reassignments that result from an increase or decrease in enrollment will not be considered a reduction in force if the reassignment does not decrease the number of teaching staff in the District.

5. A teacher can be assigned to teach a class for which he/she is not certified/licensed only upon mutual agreement of the teacher and the Superintendent. In such situations, the Board will make its best efforts to obtain temporary certification/licensure for a teacher to teach in that area, and will provide aid to the teacher in obtaining provisional certification/licensure. Such aid shall include the Board paying for tuition and required textbooks on courses passed, providing the teacher agrees to complete the necessary course work within an 18-month period or a period of time that would include two full summer vacation periods.

6. Any bargaining unit member who is to be reassigned for the succeeding school year will be sent written notice no later than May 20th of the concluding school year.

D. Vacancies Within System Posted for Staff

1. Definition: A vacancy in a bargaining unit position shall exist when:

a. A bargaining unit member dies, resigns, retires, is non-renewed, or terminated.

b. A bargaining unit member is reassigned and his/her former assignment remains unassigned.

c. A new position is created within the bargaining unit.

d. A bargaining unit member is on long-term leave for a minimum of one full school year.

2. Vacancies that occur in any bargaining unit position which the Board elects to fill will be filled with persons qualified for that position. All interested bargaining unit members shall have an opportunity to express such interest in the vacancy. All employees qualified for or interested in such vacancies must state their interest, in writing, to the appropriate administrator, or the Superintendent if the administrator is not on duty, within seven (7) calendar days after the posting date of the opening. During the posting period between August 1st and September 1st, the seven (7) days time limit may not be strictly adhered to. However, the administration shall afford as much

notice time as is practical. After the last teacher workday in the school calendar and until July 31st, the posting period shall last seven (7) days after the date on the email which the posting was attached.

3. When vacancies occur while school is in session, notices (See Appendix O) shall be posted at a conspicuous place near teacher mailboxes and on the bulletin board in each school building's office. All vacancy notices, with the exception of those which are for supplemental positions as seen in Article VIII, I, 7, shall state the following information:
 - a. Current assignment
 - b. Rate of pay
 - c. Qualifications
 - d. Date of posting
 - e. Posting deadline
 - f. Contact person
4. Supplemental positions listed under Article VIII, I, 7, shall be automatically non-renewed each school year. No supplemental contract shall be issued for longer than one school year.

The Board of Education reserves the right not to fill any supplemental position. First consideration will be given to any bargaining unit member who has held a particular supplemental position in the preceding school year. The parties jointly understand that "first consideration" does not guarantee appointment to the supplemental position.

Appendix K and Appendix L shall be used and distributed in each bargaining unit member's mailbox by April 15th of each school year for the succeeding school year. Appendix K shall be used for bargaining unit members who wish to express their interest for athletic supplementals. Appendix L shall be used for bargaining unit members who wish to express their interest in non-athletic supplementals. Appendix K must be returned to the High School Principal no later than April 30th of each school year. Appendix L must be returned to the appropriate building principal no later than April 30th of each school year.

All qualified bargaining unit members as determined by the appropriate principal and the Athletic Director will be interviewed. In the event that the holder of a supplemental contract in a concluding school year has not resigned or declined the supplemental contract and is in good stead in said position, the administration reserves the right to retain that member in said position without further interviews.

5. With the exception of #4 above, if a vacancy occurs when school is not in session, the above stated information shall be posted on the bulletin board at the Administration Building, and shall be included as an attachment emailed to each bargaining unit member.

6. Those bargaining unit members who apply from our school system shall be interviewed, if at all possible, and be given consideration for the position. Any bargaining unit member who applies for a vacancy for which he/she is qualified and if not offered the position shall receive written notification of the decision regarding the position, if so requested in writing by the member
7. No vacancy shall be filled prior to the passing of the seven (7) day posting period. Filled being defined as Board resolution to hire.
8. When vacancies become effective during the current school year rather than the end of the school year, the positions shall be posted. However, if a replacement teacher is employed for the sole purpose of completing the school year because no bargaining unit member expressed interest in the position, the vacancy does not have to be posted anew. A bargaining unit member who does express interest, but for the succeeding school year, will be so considered with no additional posting required.
9. The President of the Crestline Education Association shall be sent a copy of each vacancy posting at the time of the posting.

E. Hiring of Retired Teachers

Pursuant to S.B. 144 and O.R.C. 3367.35 entitled, "Employment of superannuate or other system retirant," the Crestline Education Association agrees that the following terms and conditions shall apply:

1. Employment

- a. The Board retains the right to re-employ retired teachers. However, when a request is made by a bargaining unit member considering retirement, the Superintendent shall give the individual a written answer as to whether or not he/she will be recommended as a re-employee of the district. Such indication shall be given prior to the retiree surrendering a letter of resignation.
- b. Retirees will be employed at Step 9 of the salary schedule. The salary will reflect the most recent education level (BA+15, MA, etc.) and shall remain static at that salary step for the duration of employment with the district. Those rehired retirees working in the district effective July 1, 2007, shall remain on the step of the salary schedule that they were on for the 2006-2007 school year.

Ten (10) years of experience will be recognized for any retiree unless all three (3) of the following conditions are met:

- 1) Placement at step 9 would result in the retiree's non-acceptance of employment;
- 2) A different qualified, properly certificated/licensed candidate was unavailable or unacceptable for hire;

- 3) The Superintendent meets with the representatives of the CEA to discuss such additional salary placement prior to the implementation of the offer.

If the above criteria are met, the retiree may be employed at a rate above Step 9 and shall remain static at that salary step for the duration of employment with the district.

- c. Each year of employment shall be under a one-year limited contract.

2. Insurance

Insurance under the Crestline Exempted Village School District health, dental, and vision insurance options shall not be available to the employed retiree. The employed retiree shall have the right to choose any other insurance packages available. The Crestline School Board shall pay the monthly premiums for that coverage to a maximum of two hundred dollars (\$200.00) per month.

3. Contracts

The employed retiree shall be granted written contracts pursuant to the Negotiated Agreement as if he/she were a teacher initiating employment with the Board; however, such contract shall be automatically non-renewed each year.

4. Severance Pay

Employed retirees shall accrue sick leave pursuant to the Negotiated Agreement. However, the employed retiree shall not be eligible for severance pay when they leave the employment of the Board.

5. Reduction in Force

An employed retiree shall accrue seniority rights pursuant to the Negotiated Agreement from the date that he/she is re-employed by the Board. No previous service time shall be used to determine seniority for purposes of a reduction in force.

6. Negotiated Agreement

All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all employed retirees unless expressly so stated above.

- F. Personnel Files

1. The Board shall maintain the official personnel file system in the office of the Superintendent for all members of the bargaining unit. The purpose of this

system is to serve as the official repository of records that are necessary and relevant to the individual staff member's employment and professional responsibilities.

2. Said file shall be maintained by the Superintendent, who shall be responsible for developing necessary rules regarding access to the system, proper placement of material, and the security of the system. Said rules shall be in accordance with the provisions of this section and ORC 1347.
3. Access to the personnel file of an individual will be limited to the following: the teacher, the Superintendent, Central Office administrators, Board members, the individual's principal or immediate supervisor and, in case of reassignment, the principal or immediate supervisor for that position, and any other person required by law to be given access. Access to or disclosure of the information in a file shall be in accordance with the provisions of ORC 1347.07.
4. The bargaining unit member shall have access to his/her file in the Superintendent's office where it is maintained at all reasonable times. There shall be no charge for access to the file.
5. The bargaining unit member shall have the right to be accompanied by a person of his/her choice when reviewing the file, and shall have the right to grant in writing access to his/her file to an attorney.
6. The member shall have the right to respond in writing to any material in the file. Said response shall be attached to and shall become a part of the document that is in the file. The response shall be included should distribution of the original document be made.
7. The Board of Education shall require that the Superintendent maintain personal information in the file with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the person on the basis of the information. No anonymous letters or material will be placed in the file.

The member shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the file. The Superintendent must make an investigation as to the validity of the dispute and notify the member of the result of the investigation and the action to be taken.

8. Whenever a member of the public who is required by law to be given access requests to see a bargaining unit member's personnel file, the Administration shall be present and shall determine the time and place of the personnel file viewing.

The member shall be notified of the request and shall have the right to:

- a. Be present at the time access is granted to such members of the public, and
 - b. Have representation of his/her choice present at such reviewing of the file. Contents of said file shall not be removed from the file.
9. All disciplinary documents (i.e. written reprimands, records of suspension, etc.) shall be removed from the employee's personnel file after three (3) years from the date of filing provided that the employee has not been guilty of the same infraction within that time period. Request for such removal must be made in writing by the bargaining unit member after the three (3) year period has expired.

G. Evaluation Procedures

1. Definitions

SCOPE AND PURPOSE

- a. Credentialed-Evaluator: A person who is credentialed by ODE as described in O.R.C. 3319.111(D)
- b. Evaluation Framework: The document created and approved by the ODE in accordance with section 3319.111(A) of the O.R.C. that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 and 3319.114 of the O.R.C.
- c. Evaluation Instrument: The forms used by the teacher's evaluator as per O.R.C. 3319.111, 3319.112 and 3319.114. The forms are located in Appendix E-1 to this agreement. Bargaining unit members who are not under OTES (as defined in O.R.C. 3319.111(D) shall be evaluated under the evaluation system that existed prior to the implementation of OTES. Evaluation form attached as Appendix E-2.
- d. Evaluation Procedure: The procedural requirements set forth in section 3319.111 and 3319.112 of the O.R.C.
- e. Evidence: Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
- f. Training/Professional Development: Any necessary learning opportunity needed for various committees and all collective bargaining unit members will be provided at the cost of the Board.

- g. Student Growth Measure (SGM): A method for determining how much academic progress students are making by measuring growth between two points in time. Ohio recognizes three types: 1) valued added; 2) those based on state-approved vendor assessments; and, 3) Student Learning Objectives (SLO's).

“Average” or “Expected” student growth is defined using a five-point scale with a score of 3 considered “Average” and 4 and 5 as Higher. Therefore, scores 1 (least effective) and 2 (approaching average) are considered below average growth and would require the District to evaluate the teacher the following year per O.R.C. 3319.111.

5	Most Effective
4	Above Average
3	Average
2	Approaching Average
1	Least Effective

- h. Student Learning Objective (SLO): A student learning objective is a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students. Student learning objectives demonstrate a teacher’s impact on student learning.

2. Purposes

The purposes of teacher evaluation are:

- a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
- b. To inform instruction.
- c. To assist teachers and administrators in identifying and developing best educational best practices in order to provide the greatest opportunity for student learning and growth.
- d. To inform decisions about retention and removal of teachers.

3. Application

The teacher evaluation procedure contained in this agreement applies to teachers as defined in O.R.C. 3319.111.

- 4. The District may elect not to conduct an evaluation of a teacher who: 1) was on leave for fifty percent (50%) or more of the school year as calculated by the Board; or 2) has submitted notice of retirement that has been accepted by the Board on or before December 1 of the school year in which they plan to retire.

5. Bargaining unit members are subject to annual evaluations by their principal or immediate supervisor. The evaluator assigned to a teacher at the beginning of a school year shall be on the only evaluator for that teacher for all aspects of the evaluation procedure, unless:
- An unforeseen emergency arises and new evaluator within the District must be chosen, with the consent of the teacher.
 - The teacher requests a new evaluator (from the credentialed evaluators available in the District). The request must be put in writing to the Superintendent and list the reason for the request.
 - In the event the teacher performs work under the supervision of more than one (1) supervisor, one supervisor shall be designated as the evaluating supervisor.

In the event there are unforeseen circumstances that make it impractical for the principal or immediate supervisor to conduct the evaluation, the member shall be evaluated by another credentialed evaluator. The selection of the other credentialed evaluator shall be from a list of evaluators developed by the Evaluation Committee and approved by the Board. Bargaining unit members shall not evaluate other bargaining unit members.

- a. Evaluations shall be in compliance with the terms set forth in O.R.C. 3319.111 and 3319.112 and shall consist of at least two (2) observations that are a minimum of thirty (30) minutes in duration and at least two (2) walkthroughs, but no more than five (5) in one school year, unless mutually agreed. Bargaining unit members under limited or extended limited contracts who are under consideration for non-renewal shall have at least three (3) observations. All formal observations shall be announced. All bargaining unit members shall be given ten (10) school days' notice via written notification, which may include but is not limited to a teacher sign-in; unless multiple (three (3) or more) rescheduled observations have occurred or unless mutually agreed upon.
- b. There shall be no less than fifteen (15) school days between observations. A bargaining unit member may request one (1) additional observation if any of his/her observations result in a rating of Ineffective or Developing; provided that, the fifteen (15) day period between observations shall be waived if there are an insufficient number of days remaining before the evaluation deadline (May 1) to conduct the requisite number of observations. No observation or walkthrough will be conducted on the day before or the day after a holiday break of three (3) or more days, or administration of standardized testing for student in that classroom unless mutually agreed.
- c. Each observation shall include a pre-conference and a post-conference. A pre-observation conference shall occur between the evaluator and the teacher, not less than five (5) days prior to all formal observations. The bargaining unit member can choose to

document responses utilizing the eTPES pre-conference form prior to the pre-conference or document responses after reviewing the verbal responses submitted by the evaluator during the pre-conference.

A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within five (5) working days following the formal observation. At the post-observation conference teachers shall be provided areas of reinforcement and areas of refinement through evidence, and alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement throughout the evaluation process.

The evaluator shall provide the teacher with copies of written documentation, including but not limited to artifacts, and evidence collected by formal observations within ten (10) working days after each formal observation and within five (5) working days after each walkthrough.

Walkthroughs shall be at least five (5) minutes in duration and not longer than fifteen (15) minutes, unless mutually agreed otherwise. Walkthroughs shall be defined using the documents in Appendix E-1. Walkthroughs shall be documented using the form in Appendix E-1

- d. The first formal observation shall be completed within the first semester of the school year. The second formal observation shall be completed within the second semester of the school year. Evaluations shall be completed no later than May 1 and the evaluation report shall be provided to the bargaining unit member no later than May 10. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. Bargaining unit members who have been rated "Accomplished" on their most recent evaluation are subject to evaluations every three (3) years by their principal, immediate supervisor, or other credentialed evaluator; provided that, the member has "average" or above student growth, as determined by ODE. Bargaining unit members who have been rated "Skilled" on their most recent evaluation are subject to evaluation every two (2) years by their principal, immediate supervisor, or other credentialed evaluator; provided that, the member has "average" or above student growth, as determined by ODE. In any year in which the above-referenced member is not evaluated, he/she shall be observed at least once and have at least one conference.

7. Bargaining unit members identified in R.C. 3319.111(D) will be evaluated under ODE's Ohio Teacher Evaluation System (OTES). It is understood that any procedures and deadlines contained in OTES that exceed the mandatory evaluation procedures and deadlines set forth in section 1 above, as prescribed by R.C. 3319.111 and 3319.112, are guidelines and are not mandatory procedures. The OTES forms and guidance documents are attached at Appendix E-1.
8. No teacher performance information shall be collected by video or audio devices without prior authorization by said teacher.
9. The District will not use video/audio evidence submitted to the ODE by the resident educator as evidence to assess teaching performance.

EVALUATIONS/SLO COMMITTEE

1. The Association and the Board agree to establish a standing evaluation/SLO committee for the purpose of assessing evaluation procedures and processes, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of said factors for the evaluation of teachers in the District.
2. General Composition of Evaluation/SLO Committees:

The committees shall be comprised of four (4) association members appointed by the Association president and four (4) members appointed by the Superintendent/designee.
3. Committee's Operation
 - a. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.
 - b. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The committee shall have its initial meeting prior to September 15.
 - c. The committee agenda shall be developed jointly by the co-chairpersons of the committee.
 - d. All decisions of the committee shall be achieved by consensus as long as they do not go against any contract or legislation.
 - e. At each initial committee meeting, the committee shall develop the ground rules by which the committee shall operate. These ground rules shall be read aloud at the commencement of every meeting and shall be reviewed annually.

- f. At each meeting, the committee shall select an individual to act as the official scribe for the meeting.
- g. Members of the committee may receive release time for committee work and training during the contractual work day, subject to pre-approval by administration.
- h. Minutes of the meetings shall be distributed to the committee members, association president, and district superintendent within five (5) workdays following meetings of the committee.
- i. The committee may establish sub-committees to assist with their work.
- j. Sub-committees shall be jointly appointed by the superintendent/designee and the association president.
- k. The committee may be authorized to utilize a consultant(s) (e.g., but not limited to, educational consultants, software consultants, credentialing trainers, SGM trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board; provided that, prior written approval from the Superintendent has been obtained.

4. Compensation

Committee meetings shall be scheduled during the school day whenever possible. Any committee work or training that cannot be performed within the contractual work day shall be paid at the substitute hourly rate; provided that, prior written approval has been obtained by the Superintendent.

5. Committee Authority

- a. The committee shall be responsible for jointly reviewing and recommending any changes to the procedures and processes, including the evaluation instrument, for teacher evaluation, and approving the many facets of SGMs and providing professional development on SGMs for members of the bargaining unit.
- b. The committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- c. If there is legislative action by the Ohio General Assembly that impacts this topic, the parties to this agreement shall discuss the topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the O.R.C. regarding evaluation may be bargained without opening the entire negotiated agreement.
- d. The committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

SLO SCORING MATRIX		
Percentage of students that met or exceeded growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

- 1) When utilizing Student Learning Objectives (SLOs) to construct SGMs, the teacher shall submit the completed SLO for approval of the SLO no later than September 10. The committee shall review and approve all submitted SLOs by September 25.
- 2) Any SLO that is rejected by the committee (or Evaluation Committee) shall be returned to the teacher/group with specific designation of deficiencies by September 25 with a deadline of October 10 for resubmission of the corrected SLO.
- 3) All SLOs final approvals shall be completed by October 15.
- 4) Teachers shall administer his/her own final assessment to determine student growth as defined in the approved SLOs.
- 5) Prior to submitting the SLO results to the designated evaluator it will go to the committee who will review the results for the sole purpose of verifying accuracy by April 15.
- 6) The committee shall submit all SLO results to his/her evaluator by April 25.

The consideration of the student growth portion of the teacher evaluation must consist of a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level for employment decisions.

H. Fair Dismissal Procedure

1. Non-tenured Member: Non-renewal of a bargaining unit member's contract shall be according to the provisions of this Article and Board of Education policies prior to action by the Board.
 - a. The member will be evaluated by their immediate administrator. The first formal observation must be completed by December 15 and the member shall receive the written report not later than ten (10) working days after the completion of formal observation. The second formal observation must be conducted between January 30 and April 1. A written summary of the evaluations must be completed by April 10.

Each evaluation must be preceded by two (2) observations, each observation a minimum of thirty (30) consecutive minutes in length.

- b. The member must be notified in writing of intent to non-renew by April 30. Any member receiving written notice of intent to non-renew may, within ten days, file with the Treasurer a written demand for a written statement describing the circumstances that led to the non-renewal recommendation.
- c. Treasurer must provide written statement within ten days.
- d. Member receiving written statement may, within five days of receipt, file with the Treasurer a demand for a hearing before the Board.
- e. Treasurer, within ten days of receipt of demand for a hearing, must provide to the member a written notice setting forth the time, date and place of the hearing. The Board is required to hold and conclude the hearing within 40 days from the date on which the Treasurer received the request for a hearing.

Within ten days of the conclusion of a hearing, the Board shall issue a written decision affirming or vacating the action not to renew.

Bargaining unit members may appeal procedural errors to binding arbitration pursuant to the final step of the grievance procedure.

- 2. Tenured Member: Termination of bargaining unit member's contract shall be according to related provisions of the Revised Code, State of Ohio, and Board of Education policies.
- 3.
 - a. The evaluation forms implemented in 1987-88 shall be used to evaluate teachers and the evaluation form implemented in 1998 shall be used to evaluate the librarian(s), and shall be attached to this agreement as Appendix G.
 - b. The Administration and the CEA agree to work cooperatively in developing a new evaluation instrument and process to be implemented no later than 2012 - 2013 school year.

I. Dress Code

- 1. The Association recognizes the necessity of establishing a standard of dress for the students, and that it therefore behooves teachers to maintain their own comparable standard higher than their expectations of the students. The determination of acceptable dress shall be at the discretion of the Employer.
- 2. The Association encourages the bargaining unit members to dress in a professional manner to present a good image to the students.

3. Very casual attire is not acceptable.
4. Exceptions shall be made for activities which require a more casual dress.
5. Principals will monitor their building staff in regard to standards of dress with the overall appearance of the employee being the deciding factor for acceptability.
6. Within the limitations established by the conditions of this provision, the standard of dress shall be the responsibility of the bargaining unit member, subject to review by the principal.

J. Local Professional Development Committee

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities in the Crestline Exempted Village School District.

Such establishment shall be in accordance with all state rules and regulations and with the collective bargaining agreement.

2. Term of Office

Once appointed to the LPDC assignment by each respective party, there shall be no term limits for serving on the committee. Should a vacancy occur, each sponsoring party will appoint a new member to the committee to fill that vacancy.

3. Committee Composition and Selection

The LPDC shall be comprised of eight (8) individuals, five (5) of whom will be voting members and three (3) of whom will be alternate members who shall vote in the absence of a member.

a. The five (5) members shall be as follows:

- 1) Three bargaining unit members
- 2) One principal
- 3) One other certificated/licensed district employee

b. The three (3) alternate members shall be as follows:

- 1) Two bargaining unit members selected by the CEA who shall vote only in place of other CEA-selected bargaining unit members who are absent.

2) One other certificated/licensed district employee selected by the Superintendent who shall vote only in place of other appointees of the Superintendent who are absent.

c. The three bargaining unit members and their two alternates shall be selected by the CEA. The principal and "other certificated/licensed district employee" and his/her alternate shall be appointed by the Superintendent.

d. In the event of an interim vacancy, the committee member shall be replaced in accordance with c above.

4. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

5. Decision Making

a. No decision shall be made without five (5) total votes cast by three (3) individuals selected by the CEA and two (2) individuals selected by the Board pursuant to item 3 above.

b. If an LPDC committee member or a member's relative is being reviewed, the remaining four (4) voting members may approve the item. This shall require the approval of three (3) out of the four (4) voting members. In the event of a tied vote, an alternate LPDC member shall replace the non-voting member in accordance with Article IV, I.

6. Training

a. Members of the LPDC may attend training on the purpose, responsibilities, implementation, functioning and legal requirements of LPDC's.

b. If training is available during work hours, the committee members shall, with the Superintendent's approval, be given release time to attend. Such release time shall not be construed as "days absent" and shall not result in loss of pay.

If training is not available during the regular workday or work year, members shall be paid at his/her per diem rate for each hour involved. (See Appendix H)

7. Meetings

- a. The LPDC shall meet only as often as necessary to accomplish tasks and responsibilities to complete their work as required by law. Such meetings may occur during school hours with administrative approval.
- b. No later than September 10th of each year, the committee shall post in each building their meeting schedule.

8. Compensation and Expenditures

a. Training:

Any training necessary for the members of the LPDC will be handled through Professional Leave.

b. Compensation for Meetings and LPDC Committee Work:

- 1) Committee members shall be paid a stipend for their work on the LPDC. Committee members shall receive \$500 for each contract year that they serve. The Chairman of the Committee shall receive \$750 for the contract year that he/she serves in that capacity.
- 2) Payments of the stipend to LPDC members shall be in December (50% of the stipend) and June (50% of the stipend).
- 3) Should alternates be required to attend meetings, they shall be paid hourly based upon his/her per diem rate. The Chairman will submit a time sheet to the Treasurer so that those serving as alternates can be paid. (See Appendix H)
- 4) Expenses that are typically paid for any Professional Leave are also reimbursable.
- 5) Any additional expenses and/or compensation must be approved by the Superintendent and the Board.

9. Appeals Process

- a. The LPDC will be responsible for developing an appeals process.
- b. The appeals process and its resulting decision shall not be grievable under Article III (Grievance Procedure) of this Master Agreement.

ARTICLE V
REDUCTION IN FORCE

A. Non-Emergency Reduction in Force

1. Conditions for Implementation of a Non-Emergency Reduction In Force

The Board of Education may determine that a reduction in the number of bargaining unit positions is necessary for the reasons set forth in R.C. 3319.17, which includes, but is not limited to any of the following reasons:

- a. Decreased enrollment of pupils or
- b. Territorial changes or
- c. Shortage of funds (after substantial reductions in expenses in other areas are made).

2. Procedures for Non-Emergency Reduction In Force

- a. On or before March 1 preceding the date of implementation the Association President shall be notified of the Board's intent to consider a RIF program.
- b. If such an intent is given, then a meeting shall be held between the Superintendent and representatives of the CEA to discuss the need for a RIF program and the RIF procedures as specified in the Master Agreement. If, following this meeting, the CEA desires to meet with the Board of Education, then a meeting shall be held with the Board of Education and representatives of CEA to review appropriate data and assess the need for the RIF. If the Board determines that such a reduction is still justified, the RIF procedures of the Master Agreement will be implemented.
- c. A seniority list specifying all bargaining unit members' continuous service within the district within all areas of certification/licensure shall be prepared. The list shall be maintained and updated on an annual basis. All approved "leaves of absence" will be applied toward continuous service for seniority purposes. The list shall include:
 - 1) Date of initial employment (continuous) not including supplemental contract employment
 - 2) Areas of certification (eligible as of April 1 of current year)
 - 3) Type of contract held (continuing or limited)
 - 4) Evaluation Rating

- d. A formalized list shall be prepared indicating the specific positions to be abolished. This list shall be prepared prior to April 1 during the calendar year in which the implementation is to occur. Any bargaining unit position which might be abolished due to the above reasons shall be listed. The President of CEA shall receive two copies of this list prior to April 15.
- e. Unit members shall be reduced in accordance with the recommendation of the Superintendent who shall identify the unit members to be reduced within each teaching field affected in accordance with the following:
 - 1) The Board may make any reductions in force first through staff retirement and voluntary resignations.
 - 2) Bargaining unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each Group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.
 - a) Group One shall be comprised of all members who were rated "Ineffective" on their evaluation using the calculation set forth below:
 - b) Group Two shall comprised of all members who were rated "Developing" on their evaluation using the calculation set forth below; and
 - c) Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.
 - 3) Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.
 - 4) At least fifteen (15) days before the Board meeting at which the action is to be taken and after each teacher affected by the reduction in force is informed of such by the Board, the positions to be affected by the reduction in force will be identified on a list and provided to the Association President.

For the 2014-15 and 2015-16 school years only, the teachers' performance rating only (not including student growth measures) shall determine which group the teacher is in. Thereafter, the teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:

- Ratings of Accomplished shall equal four (4) points;
- Ratings of Skilled shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating.¹ The teacher shall then be placed in the appropriate Group based on his/her average rating, except as provided below. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2 + 3 + 3 = 8/3 = 2.666$ which is rounded to 3 = Skilled). Exception: any member who is rated "Accomplished" on his/her most recent evaluation shall be placed in Group Three regardless of his/her 3-year average rating.

Experienced teachers new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their two (2) years' scores averaged for placement in the appropriate Group.

The order of reduction within each Group shall be:

- a) Members under limited contracts beginning with the least senior; and then,
 - b) Members under continuing contracts beginning with the least senior.
- 5) No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations. "Seniority" shall mean the length of continuous service in this bargaining unit of the School District, including time on leaves of absence and suspension of contract for a RIF. Length of continuous service shall be calculated on the basis of the date of the Board meeting at which the staff member was hired (Board resolution to employ) or the first day of work for substitutes on continuous assignment who are subsequently hired. In the event of a tie in seniority among staff members each of whom holds a limited contract or each of whom holds a continuing contract, such tie shall be broken (i) first by suspending the contract of a staff member who is on a part-time contract that has fewer tenths before suspending the contract of a staff member that

¹ Teachers who are rated "Accomplished" and who are evaluated only every other year shall be deemed to be "Accomplished" (i.e., shall receive 4 points) for the years in which they are not evaluated.

either is part-time with greater tenths or is full-time and (ii) then by flip of coin.

- f. Once bargaining unit members have been notified in writing that their position has been RIF'd, he/she has seven (7) calendar days to notify the Superintendent of the position they wish to and are qualified to bump into. (See Appendix M) Each subsequent bargaining unit member will have seven (7) calendar days from the date of written notification to bump. This process continues until there are no longer positions available. (See Appendix N)

Bargaining unit members will be allowed to bump only as follows:

- 1) Into areas in which they are certified;
- 2) Bump other bargaining unit members who have 3-year average evaluation ratings (as defined in 2.e.4) above) equal to or lower than the member who is bumping;
 - a) If the 3-year average evaluation ratings are equal, the bumping member who is on a continuing contract may bump only a limited contract member or a continuing contract member who is less senior;
 - b) If the 3-year average evaluation ratings are equal, the bumping member who is on a limited contract may bump only a limited contract member who is less senior.

- g. If ties occur in seniority, the most senior shall be determined by the following order:

- 1) Earliest date of Board action to employ not including supplemental contract employment.
- 2) Flip of coin.

- h. Any bargaining unit member who is RIF'd (that is, any bargaining unit member whose employment is to be suspended due to decreased enrollment, territorial changes, or shortage of funds shall have his/her contract suspended. If the affected bargaining unit member is at the end of a limited contract, his/her contract shall be renewed and the new contract then suspended with suspension effective the 1st day of the following school year.

If the affected bargaining unit member is dismissed in accordance with Article IV G, exception to being issued a new contract and then suspending it as described above shall be made. In such case, procedures regarding the bargaining unit member's contract shall be made in accordance with Article IV G.

B. Emergency Reduction In Force

In the event of an unexpected, significant loss of revenue to the district which requires RIF procedures immediately or in the current fiscal year, the following will apply:

1. Forty-five (45) calendar days preceding the date of implementation, the Association President shall be notified of the Board's intent to consider an emergency RIF program.
2. A formalized list shall be prepared indicating the specific position(s) to be abolished. Any bargaining unit position which might be abolished due to the unexpected loss of funds shall be listed. This list shall be given to the President of CEA at least thirty (30) calendar days prior to the implementation of the emergency reduction in force.
3. A bargaining unit member whose contract is suspended as a result of this emergency RIF program shall be given written notification either by certified mail, return receipt requested, or hand delivered. Contract suspension shall occur no less than 20 calendar days after the receipt of the written notification.
4. All bumping time lines as described in Article V A 2f shall be reduced to three (3) calendar days.
5. All other RIF procedures and requirements as stated in Article V, not in conflict with section B shall apply.
6. A significant loss of revenue shall be defined as
 - a. a loss in excess of \$300,000; or
 - b. a reduction of forty thousand dollars (\$40,000.00) or more in grant dollars that fund salaries. In the instance of a loss of grant dollars that fund salaries, no more than one (1) position may be RIF'd per forty thousand dollars (\$40,000.00) lost.

C. Recall Procedures for Non-Emergency and Emergency Reduction In Force

1. All suspended bargaining unit members with limited contracts not reemployed within two (2) years from the date of suspension will no longer have recall rights. Suspended bargaining unit members with continuing contracts not recalled within three (3) years from date of suspension will no longer have recall rights.
2. Bargaining unit members who are RIF'd shall be placed on a recall list stating type of contract held (continuing or limited), years of continuous service to the district, subject(s) certified to teach, and most recent 3-year average rating.

3. If a position becomes open or a position is reinstated:
 - a. it shall first be posted according to the vacancy procedures stated in Article IV D to permit current bargaining unit members to request reassignment to the position before being offered to members on the recall list.
 - b. and if it is not filled by current bargaining unit members, the position shall be offered to members on the recall list who are properly certified/licensed for that position or who can become certified/licensed for that position by the first contract day of the school year succeeding the RIF. The position shall be offered to that member who would rank highest using the reduction in force procedure above (i.e., ranks in the highest group; if in the same group, continuing contract over limited contract; and, if in the same group and same type of contract, then by seniority) from among the members properly certified/licensed on the recall list.
 - c. notification will be made to the recalled bargaining unit member by certified mail, return receipt requested, and the notified bargaining unit member will have fourteen days of receipt of the offer to respond. It is the involved bargaining unit member's responsibility to advise the Board of the address where he/she can be reached.
4. If a bargaining unit member does not accept a contract or fails to respond in the time stated, the individual will be reduced to be lowest ranking individual for that area of certification/licensure on the recall list, and the bargaining unit member highest ranking on the recall list with proper certification/licensure will be offered the position.
5. If the offer of a contract is returned to the Board of Education by the postal service as undelivered, the bargaining unit member to whom the offer was made will retain his/her ranking on the recall list and will be offered the next available opening for which he/she is properly certified/licensed.
6. Upon reemployment all rights related to salary, fringe benefits, and seniority shall be fully restored. Such rights shall include, but not be limited to, movement to a higher experience step for employment in any school district while RIF'd from the Crestline Exempted Village Schools, including substituting a minimum of one hundred twenty (120) days in one (1) school year.
7. Bargaining unit members not employed as a result of the RIF program will be given preferential consideration as substitute teachers. Rejection of employment shall not constitute the basis for a Board challenge to the employee's entitlement to unemployment compensation.

8. If approved by the carrier, the RIF'd bargaining unit members shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not to exceed 18 months.

ARTICLE VI TEACHING CONDITIONS

A. Academic Freedom

It is the policy of the Board to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. These democratic values can be transmitted best in an atmosphere that avoids inappropriate restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

Guidelines/Definitions for selection of issues and materials to be studied in the classroom:

- 1) Teachers have the right to use materials that are relevant to the levels of ability and maturity of the students and to the purpose of the school system.
- 2) In the classroom all teachers will follow the State standards for the subject matter being taught.
- 3) The material should provide the student an opportunity to study issues that have economic, political, scientific, or social significance.
- 4) Teachers have the right to present balanced views relating to issues as they are studied in the classroom.

B. Responsibilities and Duties

General duties shall include the following:

1. To provide for the best educational needs of pupils assigned to the teacher.
2. The teacher's work day shall be seven hours and fifteen minutes (7¼ hours) inclusive of a thirty (30) minute lunch period. Such time shall require teachers to be at or near their first morning class/assignment. Any increase in the length of the workday will be with the approval of the Association.
3. The teacher contract year shall be one hundred eighty-four (184) days. The contract year shall include the following:
 - one (1) work/preparation day at the start of the school year,
 - not more than one hundred seventy-eight (178) days with pupils in attendance,
 - two (2) in-service days,

- two (2) days (four [4] half days) of parent-teacher conferences (this time is to be scheduled absent of a thirty [30] minute lunch in the scheduled time), and
 - one (1) record keeping day at the conclusion of the student year.
4. Members may use the equivalent of one (1) inservice day each year selecting alternatives to the standard sessions being offered by the district. Alternatives could include, but not be limited to: visitations to other schools, consultations with professionals in the field of assignment or workshops (which do not give college credit) at other sites. Prior to the in-service, the member must apply and receive permission from the Superintendent of Schools or designee for approval of alternatives selected. When requesting alternatives, the bargaining unit member will also indicate how the requested alternative falls within the scope of priorities for the district as identified in the CCIP and/or will identify how the in-service alternative will improve student learning (see Appendix B).
 5. All members are required to fulfill two (2) days of parent-teacher conferences, regardless of supplemental duties or teaching requirement.

C. School Calendar

Members of the bargaining unit shall have the opportunity to have input into the school calendar for the next school year. Such input will be processed by the Association and next be filed with the Superintendent by January 30 of the year prior to the implementation of the proposed calendar. The Superintendent shall give consideration to said input.

D. Released Time for Staff Meetings

Released time for general (system-wide) meetings of the bargaining unit will be provided. Such meetings to convene at approximately one hour prior to regular school closing dismissal with such meeting to terminate approximately one hour after commencing.

Building meetings to be held to a minimum by substituting periodic bulletins.

E. Substituting by Faculty Personnel

1. Use of bargaining unit members for substituting shall be used only in emergency situations. Emergency situations shall be defined to include short-term emergency situations (coverage of one period a day) as well as circumstances that would require substituting for a longer period of time (coverage of two periods to as long as the entire school day).
2. Members who substitute shall be paid additional compensation at the rate of \$23.00 for each period the member substitutes. (See Appendix J for reimbursement form). The teacher must obtain approval from the building administrator before submitting the reimbursement form to the Treasurer for reimbursement.

This provision applies to all members of the bargaining unit, including teachers who retain responsibility for their students when music, art, and/or physical education personnel are absent as well as to bargaining unit members in grades kindergarten through seven whose classes are temporarily increased by a class size as a result of a staff member's absence. Changes from one duty assignment to another duty assignment (e.g., study hall duty, office duty, and/or cafeteria duty) shall not result in compensation unless the duty is a study hall whose class size exceeds forty (40) students.

3. Substitution and/or compensation shall be authorized by the building principal. Whenever possible, advanced notice shall be given one (1) day prior to the substitution or as soon as possible after knowledge of the need for a substitute.
4. At the high school, a double block period shall be defined as two (2) periods and a single block shall be defined as one (1) period.

At all other levels, a period shall be defined as one (1) instructional class period, regardless of variations in period lengths between buildings or grade levels.

Such instructional class period shall not be less than thirty (30) minutes. If faculty substitution occurs for a period of time that is less than thirty (30) minutes, the employee shall receive partial compensation accordingly.

F. Planning/Preparation/Conference

1. All bargaining unit members shall receive planning/preparation/conference time. It is understood that members will not be required to have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time, including but not limited to supervision during assemblies, and/or other special programs, if it reduces their weekly planning time below two hundred (200) minutes. Such time shall be available for the member to use at his/her option. Such time shall be without the responsibility of students, shall be within the student school day, shall be provided in blocks of time that are not less than twenty (20) consecutive minutes, and shall be a minimum of two hundred (200) minutes per week. Both parties understand that during weeks' school is not in session for five (5) days, teachers will not receive all two hundred (200) minutes of planning/preparation time.

A schedule will be collaboratively developed in each building to address planning/preparation time for days on which one or more of the following occurs:

- a. one (1) hour delay
- b. two (2) hour delay
- c. early release days

These schedules must be completed by September 15 of each school year.

The Board and the CEA jointly agree to the importance of planning/preparation/conference time for the teacher workday. Every effort will be made when creating schedules at each building to assure, whenever possible, that each bargaining unit member has at least one (1) planning/preparation/conference time per day.

When a bargaining unit member must travel between buildings as part of his or her assignment, such travel time shall not be considered as part of the member's planning/preparation/conference time. A minimum of fifteen (15) minutes shall be allotted between classes in different buildings.

The minimum thirty-minute, duty-free lunch shall not be considered part of the planning/preparation/conference time.

2. Substitutes will be used to relieve a regular classroom teacher who must attend IEP conferences.
3. Teachers will be asked for preference about the scheduling of administrative and/or parent conference when possible.

G. Duties

If a bargaining unit member who works in more than one (1) building is assigned a duty, he/she shall be limited to having only one (1) duty per day in total.

H. Student Teachers

Student teachers may only be placed with the consent of the cooperating teacher.

ARTICLE VII
LEAVES

A. All absences shall be reported through the KIOSK system.

B. Sick Leave

1. Each member of the bargaining unit shall be entitled to use sick leave upon approval of the Superintendent of Schools for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death (if necessary) in the employee's immediate family and pregnancy. Each member shall provide the Board with a signed Sick Leave form upon his/her return to justify the use of sick leave.
2. Unused sick leave shall be cumulative to 265 days.

3. Each full-time employee shall be entitled for each completed month of service to sick leave of one and one-fourth (1 1/4) workdays with pay for the total of fifteen (15) days per year.

Each newly hired unit member or any unit member who has exhausted his/her accumulated sick leave in any school year shall be advanced and credited with up to ten (10) days of sick leave. If any of these advanced days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year. However, prior to advancing more than 10 days in any one school year, personal leave shall be exhausted first. Furthermore, prior to advancing any leave into the next contract year, the employee will execute a written contract with the district Treasurer stipulating that repayment of any advanced days will be made by the employee to the district should the employee not return to active employment status with the Crestline Exempted Village Schools.

If a unit member ends employment with the Board using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board.

Bargaining unit employees who render part-time service under a regular teaching contract shall be entitled to sick leave for the time actually worked at the same rate as that granted to full-time employees. That is, their current per diem rate times the number of days actually on sick leave.

4. Illness in Immediate Family (to include step family)

Immediate family shall be defined as spouse, child, parent, brother, sister, grandparents, parent-in-law, son-in-law, daughter-in-law, foster child, person under the bargaining unit member's (and/or spouse's) guardianship and/or any other maternal or paternal blood relative living in the unit member's household. Upon request, the Superintendent may grant the use of sick leave for individuals not included under the definition of immediate family.

5. Where the employee is absent twenty (20) or more days because of personal illness, a report as to the reason from the employee's physician may be required to permit payment of sick leave. An employee suspected of developing a pattern of sick leave abuse will be so notified by his/her principal or supervisor and may be required to provide medical verification for future absences if the pattern continues.
6. Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.
7. The previously accumulated sick leave of a public employee who has been separated from public service or who is transferring from another school or

other public agency shall be credited to that person upon employment in the Crestline Schools provided that the accumulated sick leave has not already been cashed in. It is the responsibility of the employee to notify Crestline schools of the sick leave. However, when returning to public service, such return must take place within ten years of the date of the last termination of public service.

8. Birth of a Grandchild

Bargaining unit members may use up to two (2) days of sick leave for the birth of grandchildren. Extension to the two-day (2 day) leave policy for grandchildren may be granted by the Superintendent if the bargaining unit member presents evidence of complicating medical circumstances surrounding the birth.

9. Sick Leave Bank

When a bargaining unit member, who has been employed by the district at least three (3) years, has exhausted all of his/her accumulated sick leave, including the advanced days, and additional days are still needed, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave.

Upon receiving such a request, the CEA shall distribute a notice (Appendix I) to all bargaining unit members notifying them of the request. Any employee wishing to donate accumulated sick leave to the bargaining unit member, shall submit the lower half of form Appendix I to the Treasurer.

Upon receipt of the signed form authorizing the donation of days, the Treasurer shall transfer the days on an as needed basis. Days donated will be taken in the order they are received until the maximum has been reached.

- a. One day donated will be equivalent to one day received regardless of the donor's or recipient's per diem rate.
- b. An employee can request donations for a sick leave bank one time per incident.
- c. The employee shall submit to the Treasurer, per incident, a doctor's statement regarding the reason for sick leave and time required for recovery based on the doctor's evaluation at that time. The employee shall receive the lesser of the doctor's stated time for recovery or 184 days per incident.
- d. All donations of sick leave will be voluntary and considered confidential.
- e. Any employee donating sick leave days may give up to a maximum of ten (10) days, providing he/she does not deplete his/her own sick

leave balance to less than one hundred fifty (150) days. Only earned sick leave may be contributed. Advanced sick leave may not be contributed.

C. Personal Leave

Upon written request to the Superintendent, each bargaining unit member employed by the Board shall be granted, without loss of contract pay, a maximum of three (3) personal leave days, all of which will be non-accumulative. Personal days are to be used for activities which are reasonable and proper and normally cannot be conducted after schools' hours.

Personal leave days shall be unrestricted unless the days are requested from May 1st through the end of the contract year. All requests for personal leave from May 1st through the end of the contract year must include a reason for the leave. Personal leave days are not to be granted on days consecutive with school holidays, in-service days and/or vacation days. The Superintendent may make exception to this for special circumstances. Reasons shall also be required if the applicant is applying for this exception.

Requests must be received by the Superintendent at least three (3) days in advance of requested date, unless otherwise waived by the Superintendent.

No more than one bargaining unit member per building may use the same date for personal leave. In case of duplicate request dates, priority will be given to earliest receipt date. Exceptions may be made to this provision if substitutes are available or if existing staff members are available and willing to cover classes.

One day of the three (3) days may be used as half (1/2) days. The other two (2) days will be used as whole days.

Unused personal leave days shall be rolled into the bargaining unit member's accumulated sick leave with completion of Appendix R, distributed by the Treasurer prior to May 10, and returned to the Treasurer by June 30 with conversion of the personal leave to occur during July of the same year.

D. Leaves of Absence (Unpaid)

1. Definitions: An unpaid leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made and formal approval has been granted by the Superintendent for up to ten (10) days or the Board of Education for any leave beyond ten (10) days. This leave may not be used for vacations or personal needs that can reasonably be scheduled during non-contracted days. Without request, the Board of Education may grant a leave of absence to an employee because of physical or mental disability; however, such unrequested leave shall be in accordance with ORC Section(s) 3319.13 and 3319.16.

All leaves of absence shall be granted in accordance with ORC 3319.13 and the provisions of this section.

2. Length of Leave: Leaves of absence for any purpose do not extend for longer time than two (2) calendar years. Upon subsequent request by the employee, such leave may be extended by two (2) years by the Board.
3. Expiration of Leave: At the expiration of the specified period of leave an employee terminates his/her affiliation with the Board of Education if he/she at that time declines a position which has been offered him/her. The employee returning from leave must notify the Superintendent of their intent to return prior to March 1.
4. Leave of Absence and Salary: Only leaves of absence for services in the Armed Services of the United States, or any auxiliary branch of these same forces, shall be construed valid for salary increments.
5. Employment Upon Return from Leave: When the leave of absence has expired the Superintendent of Schools is obligated to assign the person to a position in this school system for which such person is certificated/licensed.
6. Non-renewal of Replacement: Any certificated/licensed individual who has been newly employed as a result of the vacancy created by a bargaining unit member on leave of absence may be non-renewed if the individual on leave of absence returns.

E. Military Leave

Any member of the bargaining unit who is required to accept military service in the time of national emergency or who is called to active duty in the Armed Forces, or who enlists in a branch of the Armed Service, shall be granted leave in compliance with federal and state laws. During such leave, said member shall be considered as if he/she had been performing assigned duties by the Board and granted full time in determining seniority or establishing placement on the salary schedule upon return from such service.

Said member must make application with the Board within one (1) year of his/her discharge and shall be employed at the beginning of the next semester following the member's letter of application.

F. Association Leave

A maximum of five (5) days (total) of Association leave will be granted annually to permit members of the Association to attend OEA-sponsored events. The Board shall pay the cost of substitutes.

G. Jury Duty/Court Leave

1. A unit member upon written request to the Superintendent shall be granted leave for the number of days or partial days needed to accept and serve on

jury duty or as a subpoenaed witness. Such leave shall be with pay provided that the compensation received from the Court is remitted to the Board within one hundred twenty (120) days of the leave.

A unit member who is subpoenaed to appear as a witness in a court of law shall be granted paid leave for the number of days or partial days needed to give testimony. Such leave shall be granted upon written request to the Superintendent and evidence of the subpoena.

2. In the event that an employee is summoned for jury duty on a day or days when the employee is on unpaid status, he/she will be entitled to retain all compensation received from the Court.
3. If a unit member is assaulted by a student or parent when acting in an official capacity, and the member files charges, he/she will be granted paid time released for court testimony.

A maximum of five (5) days (total) of Association leave will be granted annually to permit members of the Association to attend OEA-sponsored events. The Board shall pay the cost of substitutes.

H. Professional Leave

1. Upon approval by the Superintendent, bargaining unit members may attend events such as, but not limited to, National Board Certification Test(s), professional meetings, conferences, other schools, clinics, workshops, or activities which are related to their teaching assignment(s) or extra-curricular assignments and benefits the member's professional abilities and/or which benefit the district, or its students.
2. Professional leave may be granted for the purpose of coaches attending state tournaments.
 - a. A limit of one head coach and one assistant coach for each boy's sport and for each girl's sport may use professional leave to attend a state tournament.

Professional leave shall not be used to attend sectional, district, or regional tournaments unless the coach's team is competing in the tournament and attendance is required.

Coaches other than the head coach and assistant coach must use personal leave for state tournament attendance.

- b. The Athletic Director's use of professional leave for state tournaments shall be limited to two sports, unless participation of the district's team at the state level requires his/her attendance.
- c. The availability of substitutes shall be a condition for a coach's use of professional and personal leave for attendance at state tournaments.

Faculty members may be used to cover classes with building principal approval.

- d. Costs associated with the use of professional leave for state tournament attendance shall be paid in accordance to the limitations set forth in this article, including lodging, meals, travel, and admission fees. The source of funding for such expenses shall be at the discretion of the Superintendent.
3. Request for all such leaves described in H 1 and 2 above shall be made in advance to the Superintendent through the building principal.
 4. Bargaining unit members shall be reimbursed for the expenses incurred as a result of all professional leave up to the following limitations:
 - a. Travel at the maximum mileage rate which the IRS allows as a deduction for business. When more than one member attends, mileage will be paid to one person for every two (2) persons making the trip. Round trip, tourist-class air fare will be paid if the cost is less than travel by car or bus, or if travel by car or bus is less practical due to time and distance factors.
 - b. Lodging will be reimbursed to the employee for a maximum of \$95.00 for a maximum of three (3) nights when the event is fifty (50) miles or more from the employee's current work address. When more than one member of the same gender attends, lodging will be paid for one hotel room for every two (2) people.
 - c. Registration for events is the responsibility of said employee and will be paid at the membership rate or at the advanced registration rate, whichever is less. Registration fees shall be paid in full regardless of time factors, if the professional leave is a result of an administrator's request for the member's attendance and advanced rates were not possible to achieve.
 - d. The actual cost of all meals to a maximum of \$40.00 per day. Reimbursement will be made only with the submission of detailed receipts. Tips are reimbursable to 15% of the bill but only if they are added directly to the bill. A tax exempt form will be provided to the employee who requests that meal costs be paid. Meal taxes shall be paid by the board if the tax exempt form is not accepted by the restaurant. Reimbursement of meals shall be made in the event of an overnight stay.
 - e. If professional leave expenses are paid for through a grant and grant money is available and can be included in the grant budget, exceptions to the above limitations 4. a-d shall be made for payment above said limitations, including, but not limited to, the extension of paid lodging time.

- f. Employees, for reimbursement, must complete the "Request for Professional Leave Form" within the employee KIOSK system, print the form and sign and date. For mileage reimbursement, a printed "MapQuest" with the distance traveled must be submitted along with the leave request form. Said form(s) to be submitted to the Treasurer's office within two (2) calendar weeks prior to leave. For reimbursement, said employee must provide the Treasurer's office with all detailed receipts within two (2) calendar weeks after the leave. If professional development occurs during the summer break, detailed receipts are due no later than August 30. No one will be reimbursed more than five hundred dollars (\$500.00) for lodging, travel expenses, and meals for any single issuance of said leave.
5. Following return from a professional leave the bargaining unit member shall report to the building principal, and, if appropriate, share with the staff the information and materials gained at the next regular faculty meeting. (See Appendix C form.)

I. Assault Leave

A bargaining unit member who is absent from his/her assigned duties because of a physical injury resulting from a physical assault while acting within the scope of employment shall receive assault leave on the following basis for the period of physical disability:

First five (5) days - assault leave

Thereafter, three (3) days of sick leave, then one (1) day of assault leave

Assault leave shall be with pay.

Assault leave granted pursuant to this section shall not be charged to a member's accumulated sick leave; however, an individual member may desire and elect to use sick leave for days absent due to an assault. If a member elects to use sick leave, said leave would be granted in accordance with ORC 3319.141.

A member of the Association bargaining unit shall not qualify for payment of used assault leave until the Assault Leave form has been submitted.

Payment for assault leave shall be at the rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.

J. Bereavement Leave

Bargaining unit members shall be granted a paid leave of five (5) days for death in immediate family and step-family for each occurrence. This leave shall not be deducted from employee's accumulated sick leave. Immediate family and step-family shall be parents, children, in-laws, grandparents, grandchildren, sister,

brother, and spouse. Additional bereavement leave may be granted upon request to the Superintendent.

Two days of sick leave shall be granted upon the death of relatives, other than the immediate family, to the niece/nephew and aunt/uncle degree of relationship.

Upon request to the Superintendent or his designee additional days to a maximum of six (6) may be granted upon review of circumstances.

K. Family and Medical Leave

1. Notwithstanding other provisions of the Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

2. Leave Provisions

- a. Each employee is entitled to and shall be granted upon request (see Appendix F) up to twelve (12) weeks of family and medical leave per year for a serious health condition of the employee or to care for a newborn child or a child, parent, or spouse with a serious health condition. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn.
- b. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible employees may choose or the employer may require the employee to substitute paid leave granted by other provisions of this Agreement for all or part of the leave granted under this article. In such cases, the employee's family and medical leave shall run concurrent with the employee's available paid leave.
- d. The employee shall give the Board thirty (30) days notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family and Medical Leave.
- e. When medically necessary, leave may be taken intermittently, subject to the Family and Medical Leave Act regulations.

3. Protection of Employment

- a. The Board shall return the employee taking family and medical leave under this article to the same or similar position he/she occupied prior to the leave.
- b. The taking of family and medical leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

4. Insurance Continuation

The Board shall continue to pay the Board's share of medical, dental, and life insurance plans for the employee while he/she is on family and medical leave under this article.

5. Year

For purposes of Family and Medical Leave benefits, the year shall be defined as July 1 through June 30.

ARTICLE VIII
SALARY AND FRINGE BENEFITS

A. Regular Salary

- 1. The base salary shall be twenty-nine thousand six hundred thirty-four dollars (\$29,634.00), or the state minimum, whichever is greater effective July 1, 2016-17. The base salary shall be thirty thousand four dollars (\$30,004.00), or the state minimum, whichever is greater effective July 1, 2017-18. The base salary shall be thirty thousand four dollars (\$30,004.00), or the state minimum, whichever is greater effective July 1, 2018-19.
- 2. Effective July 1, 2004 the Board portion of STRS contribution shall be that portion required by the Ohio Revised Code plus a one percent (1%) pick-up of the bargaining unit members share with the following conditions:
 - a. Picked-up contributions shall be included in earnings for retirement purposes for all certificated/licensed staff;
 - b. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit;
 - c. The Board shall pay the member and employer contributions on the picked-up amount;
 - d. The pick-up shall apply to all compensation including supplemental earnings.

3. The annual salary of each bargaining unit member shall be paid in twenty-six (26) equal installments. The first payday shall occur no later than the third Friday after the initial day of school for which the bargaining unit contract (or salary notice) covers. Effective with the first pay of the 2007-2008 contract year, all payroll will be distributed via electronic deposit with email notification to the employee.

Board agrees to hire two new teaching positions (4th and 6th grade) effective with the 2010-2011 school year.

B. Special Conditions

1. A maximum of ten (10) years experience for employment in other systems and serving in the Armed Forces shall be recognized for any new employee unless all three (3) of the following conditions are met:
 - a. Placement at a lower step level would result in the non-acceptance of employment by the candidate;
 - b. A different qualified, properly certificated/licensed candidate unavailable or was unacceptable for hire;
 - c. The Superintendent meets with representatives of the CEA to discuss such additional salary placement prior to the implementation of the offer.

If the above criteria are met, the new employee may be employed at a rate above Step 9.
2. The Superintendent may, if he determines it to be necessary, pay for extra duty in accordance with the supplemental salary schedule, extended time beyond nine months at the per diem rate and/or for additional duties.
3. As used in this Agreement, "five years of training" means at least one hundred fifty (150) semester hours, or the equivalent, and a bachelor's degree from a recognized college or university. A master's degree plus 15 graduate hours will be 15 semester graduate hours earned after the master's degree has been conferred. A master's degree plus 30 graduate hours will be 30 semester graduate hours earned after the master's degree has been conferred. Bargaining unit members shall not suffer a loss in pay through movement to a lower column or step due to the implementation of this definition.
4. All bargaining unit members are required to file with the Superintendent of Schools their certificate/license and their complete official transcript of work as of the beginning of the school year. Certificates/licenses for teaching areas will be filed with the district upon employment and each renewal thereof.

5. An official transcript will be filed with the Superintendent upon the completion of credit hours which qualifies a bargaining unit member to move from one column to another on the salary schedule. Upon review by the Superintendent, the member shall be appropriately placed on the salary schedule. Transcripts filed by October 15 shall result in proper placement from the start of the contract year. Transcripts filed by February 15 shall result in proper placement on the first workday of second semester.

C. Reimbursement for Self-Improvement Courses

1. The Board of Education agrees to reimburse bargaining unit members for courses approved by the Local Professional Development Committee and/or the State of Ohio for teacher certification/licensure taken while employed by the Crestline Exempted Village School District.
2. The Board shall reimburse members up to a district-wide maximum of twenty thousand dollars (\$20,000.00) per fiscal year (July 1st to June 30th) for qualifying courses. There will be a five thousand dollars (\$5,000.00) limit per person per fiscal year.

Tuition for bargaining unit members participating in the Resident Educator Mentor/Mentee Program shall be paid in full. Reimbursement for district initiated courses and reimbursement to members who participate in the Resident Educator Mentor/Mentee Program shall be calculated into the district's yearly maximum.

3. To encourage further studies, teachers who have successfully completed additional training, i.e., graduate, undergraduate, or continuing education unit credit hours shall receive reimbursement for such additional training at the rate of four hundred dollars (\$400.00) per semester hour or two hundred seventy dollars (\$270.00) per quarter hour. However, the maximum school year payment shall be three thousand dollars (\$3,000.00) per member to a maximum of twenty thousand dollars (\$20,000.00) for each year of this contract with sixty (60) days to submit transcript after completion of course/courses.
 - a. Course work shall be related to the teacher's assignment or shall be a part of a program that will result in an advanced degree in the field of education or recertification.
 - b. The course work shall be from an accredited college or university.
 - c. For the purpose of this section, a school year shall begin on July 1 of one year and conclude on June 30th of the following year.
 - d. To be eligible for tuition reimbursement, the teacher must submit a request for payment for additional hours, using the form in Appendix G. The form and transcript shall be submitted to the Board Treasurer following completion of the course(s). Payment shall be made within

sixty (60) calendar days of receipt of transcript and other required documentation.

- e. Credit for conferences, workshops, seminars, etc., from an accredited college or university, will be applied if such credit is given and is related to the teacher's job responsibilities.
 - f. Any teacher who completes course work during the summer must return to work in the Crestline Exempted Village School District to be eligible to claim any reimbursement under this section.
 - g. A university flyer stating fees must also be provided.
 - h. Proof of payment shall be made in the form of a receipt from the college or university, a cancelled check, or a credit card receipt or statement.
- 4. Such reimbursement shall not exceed actual tuition costs.
 - 5. The Association President shall receive quarterly updates from the Treasurer's office indicating the number of members taking courses and the number of quarter hours and converted semester hours taken in the District.
 - 6. Continuing Education Units - The Board of Education agrees to reimburse teachers for CEU's taken while employed by the Crestline Exempted Village School District that are not reimbursed through the use of professional leave. The rate of reimbursement shall be \$40.00 per CEU or the actual fee charged, whichever is less, up to a maximum of \$120.00 per year, subject to the limitations of the \$20,000 tuition reimbursement fund.

D. Travel Allowance

- 1. Reimbursement for approved travel outside the school district will be at the maximum rate which the Internal Revenue Service allows as a deduction for business travel. The Superintendent has the option of offering the use of school owned vehicles as an alternate means of transportation.
- 2. Bargaining unit members assigned to work in more than one building during the course of a normal school day shall receive compensation for travel between assigned buildings when they use their own motorized vehicle for transportation at the maximum rate which the Internal Revenue Service allows as a deduction for business travel.

Payment shall be made at the end of each semester upon submission of the required documentation.

Distances shall be shortest measurable automobile traveling route from front door to front door.

This agreement does not cover travel for occasional, casual and/or activities outside the normal working day (approximately 8:00 a.m. to 3:00 p.m.).

E. Special Assignment

Bargaining unit members who agree to perform special assignment(s) shall be reimbursed for administratively approved time spent in addition to regular working hours that is not part of a supplemental contract listed under Article VIII, I. Such reimbursement shall be as follows:

1. Saturday School: \$100.00
2. Thursday School: \$23.00 for the hourly rate
3. After school detention (maximum one hour): \$23.00 for the hourly rate
4. Tutoring: \$23.00 for the hourly rate. For every hour that a student is tutored, the bargaining unit member shall be credited for one and one-fourth (1¼) hours of tutoring time for additional time spent in preparation and grading.
5. For each teacher that a bargaining unit member mentors through the Resident Educator Program, the mentor shall receive the following:
 - Resident Educator year one (1) and/or two (2) - one thousand dollars (\$1,000.00) per Resident Educator.
 - Resident Educator year three (3) and/or four (4) – five hundred dollars (\$500.00) per Resident Educator.

Payment shall be made upon completion and verification of his/her mentoring duties at the end of each school year.

The lead mentor for the district shall receive five hundred dollars (\$500.00).

6. Professional Development Meeting: \$23.00 for an hourly rate
7. Teaching Summer School: \$110.00 per day for a three (3) hour session with students. If the summer school is less than a three (3) hour student day, this figure will be prorated.
8. Summer Technology Maintenance Work: \$23.00 for the hourly rate
9. CARES Tutoring: \$23.00 for the hourly rate
10. District-wide Computer-Based Assessment Programming: \$23.00 per hour

11. Committee Work:

A committee, as used in this section, is a group instituted and selected by the Board or administration to aid in the educational process or the administration of the school program.

If a bargaining unit member is assigned to a committee, the member shall receive a "Memo of Assignment" designating the assignment. Members may be required to work on two (2) committees. If a member is asked to serve on a third committee, the member shall have the option of accepting the assignment and receiving \$100 for the work on the third committee, or the member can refuse the assignment.

Course of study, District Leadership Team (DLT) and Building Leadership Team (BLT) committees are not subject to the paragraph above. Course of study committees shall include course of study/curriculum guide committees and revision committees. Bargaining unit members assigned to such committees shall receive compensation as follows:

- a. Development of new Course of Study/Curriculum Guide Committee - \$300
- b. Revision of existing Course of Study/Curriculum Guide Committee - \$150
- c. District Leadership Team Committee members - \$300 in addition to any Building Leadership Team compensation, to be paid the first pay of June each year. Team members shall be limited to a total of six (6).
- d. Building Leadership Team Committee members -\$23.00 for an hourly rate spent on BLT meetings, activities, and/or assignments. Such compensated time shall have administrative approval and shall be limited to a maximum of one (1) hour per month and limited to a total of eighteen (18) bargaining unit members.
- e. Any travel to and from committee locations will be paid based on the IRS mileage rate.

F. Severance Pay (Retirement)

1. Retirement shall be defined to mean actual retirement directly from employment in the Crestline Exempted Village School District and acceptance into the State Teachers Retirement System within 180 calendar days of the last day of employment.
2. Upon retirement, bargaining unit members shall be entitled to severance pay (See Appendix D) that shall be computed in the following manner:
 - a. One half (1/2) of their accumulated and unused sick leave at the time of retirement to a maximum of seventy-three (73) days.

The payment shall be based on the members per diem rate (excluding supplementals and extended time) at the time of retirement.

- b. Payment will be made upon the member having fulfilled the requirements of this section. The retiree shall receive his/her severance pay in two (2) payments. Fifty percent (50%) of the retiree's severance pay shall be received in the calendar year of his/her retirement. The remaining fifty percent (50%) shall be paid to the retiree in January of the succeeding calendar year.
 - c. If the bargaining unit member submits a letter of resignation due to retirement 100 calendar days prior to the date of retirement, the member shall be entitled to a payment of one thousand dollars (\$1,000.00), to be added to the total severance payment.
3. In the event of the death of a bargaining unit member who is eligible for retirement benefits, the severance pay due shall be payable to the estate. The deceased bargaining unit member must be eligible for service retirement and/or survivor benefits under the provisions set by the State Teachers Retirement System. In this instance, the Treasurer shall issue a check for the amount of the individual's severance pay to the bargaining unit member's estate designee upon verification of eligibility.

Severance payment to the estate of a deceased bargaining unit member shall not negate the distribution of that member's life insurance benefit.

G. Workshop Fees

In the event the attendance to a professional meeting is approved by the Superintendent and savings can be made by making advanced payment, this shall be done. The bargaining unit member must submit a completed copy of the registration form with the original request. The Treasurer will then make payment and send registration to the organization or association. Failure to comply will result in the member paying the difference in fees. Exception shall be made if the attendance is at an administrator's request and advanced rates were not possible to achieve.

H. Payroll Deductions

Payroll deductions shall be available to teachers for:

1. Government Savings Bonds
2. Annuities
3. United Way
4. Credit Union

5. United Education Profession (i.e. Association Dues)
 - a. The Employer agrees that dues will be deducted in each of the remaining pay periods from each employee who so authorizes in writing. The signed authorization must be presented to the Treasurer's office.
 - b. Notice of the amounts of the above deductions will be furnished to the Treasurer's office by the CEA. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later. Once dues are remitted to the CEA, their disposition thereafter shall be its sole obligation and responsibility.
 - c. The Employer shall not be obligated to make dues deductions beyond available resources from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the amount of the dues deduction.
 - d. The Employer shall be relieved from making such employee dues deductions upon termination of employment; reassignment to a job classification other than one included in the bargaining units; reduction in force; an agreed leave of absence; or written revocation of the dues authorization given to the Employer. The Employer agrees to deduct any obligations owed as of the date of the above event.
 - e. Deductions provided for in this Article are further subject to the procedures and regulations for the Treasurer and shall only be made over the remaining pay periods. In the event a deduction is not appropriately made for any CEA member during any particular month, the Employer, upon written verification from the CEA, will make the deduction during the next pay period that union dues would normally be deducted, but only if the deduction does not exceed the total of two (2) months regular dues. Such claim of error must be submitted to the Employer not more than sixty (60) calendar days after the error was made.
6. Political contributions (i.e. OEA Fund for Children & Public Education)
7. Fair Share Fee
 - a. Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the CEA, a fair share fee for the union's representation of such non-members during the term of this contract.

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted by the CEA to the Treasurer of the Board by September 30 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to transmit all amounts deducted to the CEA.

c. Schedule of Fair Share Fee Deductions

i. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually.

ii. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the CEA that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

d. Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.

e. Procedure for Rebate

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

f. Entitlement to Rebate

Upon timely demand, non-members may apply to the CEA/OEA/NEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure.

g. Indemnification of Board

The CEA shall indemnify and hold the Board harmless for any costs associated with the Board's compliance with this Agreement. This shall include any litigation costs.

The CEA reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel, at its own expense, to assist in such representation.

Arrangements for payroll deduction will be made with the Treasurer.

I. Supplemental Contract Salary

1. Any bargaining unit member involved in a negotiated extra duty activity and whose participation is recommended by the building principal to the Superintendent, and is approved by the Board, shall receive compensation for that extra duty.

All supplemental contracts and extended time contracts shall be listed in the master agreement. Any new proposed contracts by the Board shall require notification to the Association and the parties shall negotiate over the compensation for the contract.

2. Supplemental contracts shall be issued not later than the regularly scheduled Board meeting prior to the commencement of the supplemental duty provided assignments are filled at least ten (10) working days prior to the beginning of the assignment, otherwise contracts will be issued within ten (10) working days of Board approval. Supplemental contracts shall be delivered in person with receipt indicated or be distributed by certified mail to the bargaining unit member. Once received by the bargaining unit member, the contract must be returned to the Board Office within fourteen (14) calendar days. Failure to return an executed contract to the Treasurer within the fourteen (14) day period will be considered a rejection of the contract by the employee. Exception to the fourteen (14) day return deadline shall be made for certified mail contracts if the contract is returned to the sender as undelivered.
3. Supplemental contract compensation shall be in accordance with the schedule shown in #7, "Supplemental Index." Prior experience in a similar position from another school district must be verified on that district's letterhead. Year of responsibility shall be retained when a change of

position occurs between similar positions; i.e., assistant football to head football, girls' basketball to boys' basketball, etc.

4. Supplemental contracts will be filled in accordance with Article IV.D.4 of this contract. Then other interested bargaining unit members will be offered supplemental positions, if qualified. If there is no interest by bargaining unit members, or no bargaining unit members are qualified for the position, the position may be filled in accordance with ORC 3313.53.
5. The Board is not required to fill any supplemental vacancies.
6. All coaches with varsity duties, including the head coach, assistant coaches, and junior varsity coaches, whose season extends due to OHSAA tournament competition shall receive additional compensation at the rate of two percent (2%) of the individual coach's supplemental salary for each level of extended play. Such two percent (2%) bonus per level shall be earned according to the following chart:

Sport	# of Coaches per sport	2% Incentive Bonus earned at each level if:
Football & Cheerleading for football Marching Band Director Asst. Marching Band Director Flag Corp Advisor	6 1 1 1 1	Qualify for playoffs Play level two Play level three Play level four Play at State level
Volleyball	2	Play Sectional Championship Play at District level Play at Regional level Play at State level
Boys' & Girls' Basketball & Cheerleading for Basketball	3 each 1	Play Sectional Championship Play at District level Play at Regional level Play at State level
Softball & Baseball	3 each	Play Sectional Championship Play at District level Play at Regional level Play at State level
Cross Country	1	Qualify for Regional level at District Compete at Regional level Compete at State level
Boys' & Girls' Track	2 each	Qualify for Regional level at District Compete at Regional level Compete at State level Compete at State level
Boys' & Girls' Tennis	1 each	Qualify for District level at Sectional Compete at District level Compete at State level
Swimming	1	Qualify for District level at Sectional Compete at District level Compete at State level
Golf	1	Qualify for District at Sectional Compete at District level Compete at State level

The Athletic Director shall submit to the District Treasurer a list each Season which indicates the coaches who have qualified for the Incentive Bonus and the number of 2% levels earned.

7. Supplemental Index Athletic Supplementals

POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
Assistant Athletic Director	.08	.085	.09	.095	.105
Faculty Athletic Manager	.045	.05	.055	.065	.065
Golf	.06	.07	.08	.09	.10
Cross Country	.06	.07	.08	.09	.10
Bowling	.06	.07	.08	.09	.10
Assistant Bowling	.05	.055	.065	.075	.09
Head Football	.16	.17	.18	.19	.21
Assistant Football	.09	.10	.11	.12	.13
Freshman Football	.07	.08	.09	.10	.11
8th Grade Football	.07	.08	.09	.10	.11
7th Grade Football	.07	.08	.09	.10	.11
Head Volleyball	.10	.11	.12	.13	.14
Reserve Volleyball	.08	.09	.10	.11	.12
8th Grade Volleyball	.05	.055	.065	.075	.09
7th Grade Volleyball	.05	.055	.065	.075	.09
Boys' Tennis	.06	.07	.08	.09	.10
Girls' Tennis	.06	.07	.08	.09	.10
Head Boys' Basketball	.16	.17	.18	.19	.21
Assistant Boys' Basketball	.09	.10	.11	.12	.13
Boys' Jr. Var. Basketball	.08	.09	.10	.11	.12
Boys' Freshman Basketball	.07	.08	.09	.10	.11
8th Grade Boys' Basketball	.07	.08	.09	.10	.11
7th Grade Boys' Basketball	.07	.08	.09	.10	.11
Head Girls' Basketball	.16	.17	.18	.19	.21
Assistant Girls' Basketball	.09	.10	.11	.12	.13
Girls' Jr. Var. Basketball	.08	.09	.10	.11	.12
8th Grade Girls' Basketball	.07	.08	.09	.10	.11
7th Grade Girls' Basketball	.07	.08	.09	.10	.11
Swimming	.08	.09	.10	.11	.12
Head Baseball	.11	.12	.13	.14	.15
Assistant Baseball	.09	.10	.11	.12	.13
Reserve Baseball	.08	.09	.10	.11	.12
Head Softball	.11	.12	.13	.14	.15
Assistant Softball	.09	.10	.11	.12	.13
Reserve Softball	.08	.09	.10	.11	.12
Head Boys' Track	.10	.11	.12	.13	.14
Assistant Boys' Track	.08	.09	.10	.11	.12
Middle School Boy's Track	.05	.055	.065	.075	.09
Head Girls' Track	.10	.11	.12	.13	.14
Assistant Girls' Track	.08	.09	.10	.11	.12
Middle School Girls' Track	.05	.055	.065	.075	.09
Var. & Res. Cheerleading	.07	.075	.08	.085	.095
Freshman Cheerleading	.04	.045	.05	.055	.065
M.S. Cheerleading Adv.	.035	.04	.045	.05	.055
Weight lifting*	.035	.04	.045	.05	.055

*Per season, including summer...3 seasons count as one step

Non-Athletic Supplementals

POSITION	Step 0	Step 1	Step 2	Step 3	Step 4
Senior Class Advisor	.02	.025	.03	.035	.045
Junior Class Advisor	.035	.04	.045	.05	.06
Sophomore Class Advisor	.01	.015	.02	.025	.035
Freshman Class Advisor	.01	.015	.02	.025	.035
M.S. Academic Advisor	.04	.05	.06	.07	.09
National Honor Society Advisor	.01	.015	.02	.025	.035
6-12 Student Council Advisor	.06	.070	.07	.08	.085
Junior State of America	.02	.025	.03	.035	.045
Teen Institute	.02	.025	.03	.035	.045
Newspaper Advisor	.02	.025	.03	.035	.045
H.S. Yearbook Advisor	.05	.055	.06	.065	.075
Key Club Advisor	.04	.045	.05	.055	.065
Art Club	.02	.025	.03	.035	.045
Spanish Club Advisor	.02	.025	.03	.035	.045
Marching Band Director	.15	.16	.17	.18	.20
Assistant Marching Band Director	.06	.065	.07	.075	.085
Flag Corps Advisor	.04	.05	.06	.07	.08
Pep Band	.07	.075	.08	.085	.095
Show Choir	.06	.065	.07	.075	.08
Majorette Advisor	.02	.025	.03	.035	.045
Drama Director for Musical	.055	.06	.065	.07	.08
Musical Dir. For Musical	.055	.06	.065	.07	.08
Play Director (Non-musicals)	.05	.055	.06	.065	.075
Lighting Dir. for Play/Musical	.0085	.009	.0095	.01	.015
Intramural*	.01	.015	.02	.025	.03

*Some athletic, some non-athletic

Preschool Coordinator -	five thousand dollars (\$5,000.00 paid over 26 pays)
District Webpage Coordinator -	two thousand three hundred dollars (\$2,300.00 paid over twenty-six [26] pays)
Lead Teacher -	\$1,500.00
Destination Imagination Advisor -	\$1,500.00
Elementary Quiz Bowl Advisor	\$600.00
M.S. Quiz Bowl Advisor	\$600.00

Those bargaining unit members who participate in Kindergarten Screening shall receive pay at his/her hourly rate for any work done beyond the contract year. Such pay shall be made no later than the first pay in July.

The following extended time contracts shall be paid at the bargaining unit member's daily rate of pay:

- High School Guidance Counselor 20 days of extended time paid over 26 pays
- Elementary Guidance Counselor 10 days of extended time paid over 26 pays
- Math/Reading Specialist Coach per diem rate for any days that are worked beyond the standard 184-day contract and that have prior approval by the Superintendent

As per the December 31, 2005 decision of the arbitrator, all supplemental contracts and extended time contracts shall be listed in the Master Agreement. Any new proposed contracts by the Board shall require notification to the Association and the parties shall negotiate over the compensation for the contract.

The following are examples of such contracts:

- Librarian(s)
- Career Based Intervention teacher(s), High School level
- Career Based Intervention teacher(s), Middle School-age level
- Technology Team Members

8. Supplemental Compensation Schedule

	<u>1st Half of Supplemental Paid On:</u>	<u>2nd Half of Supplemental Paid On:</u>	
<u>FALL SPORTS</u>			
Tennis	2nd pay of September		1st pay of November
Cross Country			
Volleyball			
Football			
Golf			
Marching Band Director			
Asst. Marching Band Director			
Flag Corps Advisor			
<u>WINTER SPORTS</u>			
Basketball	2nd pay of December		1st pay of March
Intramural Director			
Swimming			
Bowling			
<u>SPRING SPORTS</u>			
Softball	2nd pay of April		1st pay of June
Baseball			
Track			
Tennis			
<u>OTHER SUPPLEMENTALS</u>			
Assistant Athletic Director	1 st pay of November	1 st pay of March	1 st pay of June
Faculty Athletic Manager	1 st pay of November	1 st pay of March	1 st pay of June
Cheerleading	1 st pay of November	1 st pay of March	
Fall Weight Lifting	1 st pay of November		
Winter Weight Lifting		1 st pay of March	
Spring Weight Lifting			1 st pay of June
Summer Weight Lifting	1 st pay of September		
Instrumental Small Group		1 st pay of March	1 st pay of June
All Other Supplementals	1 st pay of December		1 st pay of June

J. Fringe Benefits

1. Health Insurance

The Employer will offer full-time bargaining unit employees health insurance as defined by the Crestline Exempted Village School District Health Insurance Plan Booklet effective July 1, 2010 with the understanding that all Rx will be covered according to the Caremark Drug listing. Overrides that currently occur in order to comply with the July 1, 2007 plan booklet (due to the switch to OMERESA) will cease to happen including Diabetics supplies. However, a plan design change to include Diabetic Supplies, Pumps, and pump supplies as part of the plan will occur. Co-pays and/or deductible/coinsurance shall be applicable to these diabetic expenses.

Effective July 1, 2010 the Employer shall pay eighty-nine percent (89%) of the cost of the individual or family health insurance plan, whichever is applicable, for each full-time bargaining unit member who elects to participate in the Employer's group health insurance plan.

The balance of the cost of the health insurance plan shall be paid by the employee through payroll deduction.

Bargaining unit members choosing to participate in the employer's health insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of an insurance orientation (Appendix Q) to be provided by the Treasurer. The insurance orientation shall take place within thirty (30) calendar days of Board approval of contract.

Bargaining unit members who work part time may elect to participate in the health insurance plan of the district provided that they pay 50% of the monthly premium. The Board will pick up the remaining 50%.

2. Non-Participation Option

A full-time employee shall have the option to not be covered by the health insurance plan of the district and will be reimbursed at the rates listed below. Employees covered by the Employer's plan through their spouse are not eligible for reimbursement. Employees wishing to elect this non-participation option must notify the Treasurer of the District within thirty (30) calendar days of an insurance orientation session (Appendix Q) with the Treasurer or thirty (30) calendar days after their first day of work in each contract year.

\$200.00 per month for each full month of family coverage
\$90.00 per month for each full month of single coverage

3. Life Insurance

Each full-time bargaining unit member shall be provided, at no cost to the member, life insurance in the amount of forty thousand dollars (\$40,000.00) and a like amount for accidental death and dismemberment.

4. Dental Insurance

Effective July 1, 2010 the Employer shall pay eighty-nine percent (89%) of the cost of the individual or family dental insurance plan, whichever is applicable, for each full-time bargaining unit member. The dental insurance plan shall be defined by the Crestline Exempted Village School District Dental Insurance Plan Description Booklet as amended (see Appendix T) and effective July 1, 2010. Bargaining unit members choosing to participate in the employer's dental insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of an insurance orientation (Appendix Q) to be provided by the Treasurer. The insurance orientation shall take place within thirty (30) days of Board approval of contract.

5. Section 125 Plan

The Board will institute a Section 125 Plan to enable employees to tax shelter costs for health benefits. The plan year shall be July 1 through June 30 each year. All bargaining unit members who choose to participate must complete the necessary and appropriate paperwork with the Treasurer to enroll in the plan on or before June 30th each year. Coverage will be effective July 1st of that year. Newly hired bargaining unit members who choose to participate in the plan must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of an insurance orientation (Appendix Q) to be provided by the Treasurer. The insurance orientation shall take place within thirty (30) calendar days of Board approval of contract.

6. Vision Insurance Coverage

Effective July 1, 2010 the Employer shall pay eighty-nine percent (89%) of the cost of the individual or family vision insurance plan, whichever is applicable, for each full-time bargaining unit member (Vision Service Plan, VSP, Plan C). Bargaining unit members choosing to participate in the employer's health insurance program must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of an

insurance orientation (Appendix Q) to be provided by the Treasurer. The insurance orientation shall take place within thirty (30) calendar days of Board approval of contract.

7. Insurance Study Committee

The CEA agrees to participate with the Board of Education and OAPSE to form an Insurance Study Committee for the district. The CEA will select three (3) members of the bargaining unit to be representatives on this committee.

The purpose of this committee shall be to investigate and/or identify the best possible health, dental and vision care plans for the district at a cost effective price. The committee shall gather information, study, research alternative insurance options and monitor the performance of the existing insurance plans and their funding. The duties of the committee shall be to review and analyze all pertinent healthcare and insurance information germane to the purpose of the committee and to recommend appropriate changes to each of their respective entities.

The Superintendent shall call the first meeting of the committee and the committee will then choose a chairman by consensus of the committee members. The chairperson shall serve a term of one school year.

The Administration shall provide the committee with aggregate health and financial information as requested subject to applicable law. Under no conditions will personally identifiable medical information be exchanged.

The Administration shall pay for all reasonable costs incurred that pertain to material and training fulfilling the purpose of the committee. Release time for the members of the committee shall be made available such as to allow members to complete their purposes.

Members of the committee shall not be subject to any adverse impact due to membership on said committee. The committee shall determine the duration and frequency of all regular meetings. Appropriate work products shall be furnished to Administration, the CEA and OAPSE on a quarterly basis.

All parties clearly understand that this committee cannot alter the insurance plans of the district. Recommendations from the committee will be made to each of the represented parties.

8. Open Enrollment and Qualifying Events

- a. There shall be an open enrollment period annually for current district employees from June 1st through June 30th annually. Bargaining unit members not previously participating in any or all of the insurance programs of the district must complete the necessary and appropriate paperwork with the Treasurer to enroll in those insurance programs on or before June 30th. In such circumstances, the coverage will be effective July 1st of that year.
- b. In addition to the open enrollment period (once a year), an employee who loses primary coverage due to a qualifying event will become eligible for benefits, as determined by the plan, and must complete all necessary paperwork with the Treasurer within thirty (30) calendar days of the qualifying event.

K. STRS Pick-up Utilizing the Salary Reduction Method

The Board of Education of the Crestline Exempted Village School District herewith agrees with the Crestline Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percentage assessed by STRS to the employee of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pick-up shall become effective January 1, 1984, and shall apply to all compensation including supplemental earnings thereafter.
4. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for all paid leaves, sick leave, personal leave, retirement compensation and supplementals, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as a basis (e.g., gross pay divided by the number of days in a bargaining unit member's contract).

SALARY INDEX

EFFECTIVE July 1, 2016

STEP	BA	5 YR	MA	MA+15	MA+30
Step 0	1.0000	1.0500	1.1500	1.2000	1.2500
Step 1	1.0500	1.1000	1.2000	1.2500	1.3000
Step 2	1.1000	1.1500	1.2500	1.3000	1.3500
Step 3	1.1500	1.2000	1.3000	1.3500	1.4000
Step 4	1.2000	1.2500	1.3500	1.4000	1.4500
Step 5	1.2500	1.3000	1.4000	1.4500	1.5000
Step 6	1.3000	1.3500	1.4500	1.5000	1.5500
Step 7	1.3500	1.4000	1.5000	1.5500	1.6000
Step 8	1.4000	1.4500	1.5500	1.6000	1.6500
Step 9	1.4500	1.5000	1.6000	1.6500	1.7000
Step 10	1.5000	1.5500	1.6500	1.7000	1.7500
Step 11	1.5500	1.6000	1.7000	1.7500	1.8000
Step 12	1.6000	1.6500	1.7500	1.8000	1.8500
Step 13	1.6000	1.6500	1.8000	1.8500	1.9000
Step 14	1.6000	1.6500	1.8500	1.9000	1.9500
Step 15	1.6000	1.6525	1.9000	1.9500	2.0000
Step 17	1.6000	1.6525	1.9200	1.9525	2.0200
Step 20	1.6500	1.7000	1.9525	2.0200	2.0525
Step 25	1.6525	1.7200	1.9550	2.0500	2.0550
Step 27	1.6550	1.7400	1.9750	2.0700	2.0750

SALARY SCHEDULE 2016-2017
 Base \$29,634 (2% Increase)

Step	BA	5 YR	MA	MA+15	MA+30
0	29,634	31,116	34,079	35,561	37,043
1	31,116	32,597	35,561	37,043	38,524
2	32,597	34,079	37,043	38,524	40,006
3	34,079	35,561	38,524	40,006	41,488
4	35,561	37,043	40,006	41,488	42,969
5	37,043	38,524	41,488	42,969	44,451
6	38,524	40,006	42,969	44,451	45,933
7	40,006	41,488	44,451	45,933	47,414
8	41,488	42,969	45,933	47,414	48,896
9	42,969	44,451	47,414	48,896	50,378
10	44,451	45,933	48,896	50,378	51,860
11	45,933	47,414	50,378	51,860	53,341
12	47,414	48,896	51,860	53,341	54,823
13	47,414	48,896	53,341	54,823	56,305
14	47,414	48,896	54,823	56,305	57,786
15	47,414	48,970	56,305	57,786	59,268
16	47,414	48,970	56,305	57,786	59,268
17	47,414	48,970	56,897	57,860	59,861
18	47,414	48,970	56,897	57,860	59,861
19	47,414	48,970	56,897	57,860	59,861
20	48,896	50,378	57,860	59,861	60,824
21	48,896	50,378	57,860	59,861	60,824
22	48,896	50,378	57,860	59,861	60,824
23	48,896	50,378	57,860	59,861	60,824
24	48,896	50,378	57,860	59,861	60,824
25	48,970	50,970	57,934	60,750	60,898
26	48,970	50,970	57,934	60,750	60,898
27	49,044	51,563	58,527	61,342	61,491

SALARY SCHEDULE 2017-2018
 Base \$30,004 (1.25% Increase)

Step	BA	5 YR	MA	MA+15	MA+30
0	30,004	31,504	34,505	36,005	37,505
1	31,504	33,004	36,005	37,505	39,005
2	33,004	34,505	37,505	39,005	40,505
3	34,505	36,005	39,005	40,505	42,006
4	36,005	37,505	40,505	42,006	43,506
5	37,505	39,005	42,006	43,506	45,006
6	39,005	40,505	43,506	45,006	46,506
7	40,505	42,006	45,006	46,506	48,006
8	42,006	43,506	46,506	48,006	49,507
9	43,506	45,006	48,006	49,507	51,007
10	45,006	46,506	49,507	51,007	52,507
11	46,506	48,006	51,007	52,507	54,007
12	48,006	49,507	52,507	54,007	55,507
13	48,006	49,507	54,007	55,507	57,008
14	48,006	49,507	55,507	57,008	58,508
15	48,006	49,582	57,008	58,508	60,008
16	48,006	49,582	57,008	58,508	60,008
17	48,006	49,582	57,608	58,583	60,608
18	48,006	49,582	57,608	58,583	60,608
19	48,006	49,582	57,608	58,583	60,608
20	49,507	51,007	58,583	60,608	61,583
21	49,507	51,007	58,583	60,608	61,583
22	49,507	51,007	58,583	60,608	61,583
23	49,507	51,007	58,583	60,608	61,583
24	49,507	51,007	58,583	60,608	61,583
25	49,582	51,607	58,658	61,508	61,658
26	49,582	51,607	58,658	61,508	61,658
27	49,657	52,207	59,258	62,108	62,258

SALARY SCHEDULE 2018-2019
 Base \$30,004 (0% Increase)

Step	BA	5 YR	MA	MA+15	MA+30
0	30,004	31,504	34,505	36,005	37,505
1	31,504	33,004	36,005	37,505	39,005
2	33,004	34,505	37,505	39,005	40,505
3	34,505	36,005	39,005	40,505	42,006
4	36,005	37,505	40,505	42,006	43,506
5	37,505	39,005	42,006	43,506	45,006
6	39,005	40,505	43,506	45,006	46,506
7	40,505	42,006	45,006	46,506	48,006
8	42,006	43,506	46,506	48,006	49,507
9	43,506	45,006	48,006	49,507	51,007
10	45,006	46,506	49,507	51,007	52,507
11	46,506	48,006	51,007	52,507	54,007
12	48,006	49,507	52,507	54,007	55,507
13	48,006	49,507	54,007	55,507	57,008
14	48,006	49,507	55,507	57,008	58,508
15	48,006	49,582	57,008	58,508	60,008
16	48,006	49,582	57,008	58,508	60,008
17	48,006	49,582	57,608	58,583	60,608
18	48,006	49,582	57,608	58,583	60,608
19	48,006	49,582	57,608	58,583	60,608
20	49,507	51,007	58,583	60,608	61,583
21	49,507	51,007	58,583	60,608	61,583
22	49,507	51,007	58,583	60,608	61,583
23	49,507	51,007	58,583	60,608	61,583
24	49,507	51,007	58,583	60,608	61,583
25	49,582	51,607	58,658	61,508	61,658
26	49,582	51,607	58,658	61,508	61,658
27	49,657	52,207	59,258	62,108	62,258

ARTICLE IX
EFFECTS AND DURATION OF THE CONTRACT

A. Board Rights Preserved

All Board rights, powers, duties, discretion, authority and prerogatives are retained by and shall remain exclusively vested in the Board, except as clearly and specifically limited by this Agreement. All rights, powers, duties or authorities not specifically reduced to writing as a part of this Agreement are reserved solely to the discretion of the Board of Education and the administration whether or not such rights have been exercised by the Board in the past. The exercise of the above Board rights will not infringe upon the rights of the bargaining unit members or the Association as provided in ORC 4117. The employer retains those management rights as specified in ORC 4117.08(C) except as clearly and specifically limited by this Agreement.

B. Effects of the Contract

The terms and conditions as set forth in this Contract indicate the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the staff members of any rights, benefits or privileges under the laws of the State of Ohio in effect on the effective date of this Contract unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

C. Work Stoppage

The parties agree that this Agreement provides processes for the orderly resolution of differences and agree that during the term of the contract the CEA and its agents agree not to call, engage in, sanction or approve any strike or work stoppage, notwithstanding provisions afforded in ORC 4117. Likewise, the Board agrees not to lockout any of the bargaining unit members, notwithstanding provisions afforded in ORC 4117.

D. Severability

If any provision of this Contract or any application of this Contract to any member or group of members shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The Contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) days for the purpose of renegotiating only the provision(s) found to be contrary to law.

E. Board Policy and Practices

As they pertain to members of the bargaining unit, policy and procedures of the Board shall not conflict with this Agreement. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

F. Copies of Contract

Within thirty (30) days after this Contract is signed, copies shall be printed at the Board's expense and distributed to the Association Treasurer. Any subsequent revision(s) or amendment(s) also shall be printed at the Board's expense and distributed to the Association's Treasurer within thirty (30) days of said revision or amendment.

The Association and the Board agree that sufficient copies of the contract will mean enough copies for the Association President and the building representative in each school building.

Both parties agree that efforts will be made to minimize the number of printed copies of the contract by posting the bargaining agreement on the district file server so that all bargaining unit members may have access to it in electronic format, and that individual members may print copies from that source.

G. In accordance with 4117.10(A), terms and conditions of employment as defined by this Agreement are understood to supersede state law. Where the contract is void of language or reference to a topic, both parties agree that applicable state law will apply.

H. Term of Contract

The articles of this Contract shall become effective 12:01 a.m., July 1, 2016, following the ratification by both parties and the written execution thereof and shall remain in full force and effect until June 30, 2019. This agreement is made and entered into at Crestline, Ohio, on this 8th day of August, 2016, by and between the Board and the Association.

Agreement

This Contract between the parties is attested to by the representatives whose signatures appear below:

The Board of Education of the Crestline
Exempted Village Schools

By Robert Sabat 8-8-16
Board President Date

By Thomas R. Boyd 8-8-16
District Treasurer Date

By Arwen Mullens 8-8-16
Superintendent Date

Crestline Education Association

By Julie Murphy-Owens
CEA President Date 8/8/16

By Julie Murphy-Owens
CEA Negotiations Chair Date 8/8/16

APPENDIX

A - S

Step I...Principal/Supervisor Level
CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT
GRIEVANCE REPORT FORM

(Grievance arises from actions of Principal or Immediate Supervisor)

Distribution of Form:

- 1. Building Principal/Supervisor – 2 copies
- 2. Superintendent
- 3. Association President
- 4. Building Representative
- 5. Grievant

Name of Grievant _____ Date Step II filed ____/____/____

Assignment _____ Building _____

A. Date cause of grievance occurred: ____/____/____

B. 1. Statement of Grievance:

2. Relief sought:

Signature of Grievant

____/____/____
Date

C. Date received by Principal or Immediate Supervisor: ____/____/____

D. Disposition by Principal or Immediate Supervisor:

Signature of Principal or Immediate Supervisor

____/____/____
Date

Step II-ASuperintendent Level
CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT
GRIEVANCE REPORT FORM

(After filing of Step I when grievance arises from actions of Principal or Immediate Supervisor)

Distribution of Form:

1. Superintendent – 2 copies 2. Building Principal or Supervisor 3. Association President
4. Building Representative 5. Grievant
-

Name of Grievant _____

_____ Date Step I filed ____/____/____

A. Position of Grievant:

Signature of Grievant

_____/_____/_____
Date

B. Date received by Superintendent or Designee: ____/____/____

C. Disposition by Superintendent or Designee:

Signature of Superintendent or Designee

_____/_____/_____
Date

Step II-B...Direct Filing at Superintendent Level

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT GRIEVANCE REPORT FORM

(When Grievance arises from actions of the Superintendent and Step I is by-passed)

Distribution of Form:

1. Superintendent – 2 copies 2. Association President 3. Building Representative
4. Grievant
-

Name of Grievant _____ Date Step II filed ____/____/____

Assignment _____ Building _____

A. Date cause of grievance occurred: _____/_____/_____

B. 1. Statement of Grievance:

2. Relief sought:

Signature of Grievant

_____/_____/_____
Date

C. Date received by Superintendent or Designee: _____/_____/_____

D. Disposition by Superintendent or Designee:

Signature of Superintendent or Designee

_____/_____/_____
Date

Step III...Board Level

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT GRIEVANCE REPORT FORM

Distribution of Form:

- 1. Board of Education – 6 Copies 2. Superintendent – 2 copies 3. Building Principal or Supervisor (If Step I was filed)
- 4. Association President 5. Building Representative 4. Grievant

Name of Grievant _____ Date Step II filed ____/____/____

Assignment _____ Building _____

Grievance originated from actions of:

1. _____ Principal or Immediate Supervisor Date Step I was filed: ____/____/____

2. _____ Superintendent Date Step II was filed ____/____/____

A. Position of the Grievant

Signature of Grievant

_____/_____/_____
Date

B. Date received by the Board of Education or Designee: ____/____/____

C. Disposition by the Board of Education:

Signature of Superintendent or Designee

_____/_____/_____
Date

Appendix A

Grievance Time - Line Adjustment

The parties in interest agree to the following time-line adjustments:

Step I

Adjustments for Grievant:

Adjustments for principal or Supervisor:

Step 1 was by-passed according to Article III, B4

Signature of Grievant or Representative Date

Signature of Principal or Immediate Supervisor Date

Step II-A or Step II-B (Circle A or B)

Adjustments for Grievant:

Adjustments for principal or Supervisor:

Signature of Grievant or Representative Date

Signature of Principal or Immediate Supervisor Date

Step III

Adjustments for Grievant:

Adjustments for principal or Supervisor:

Signature of Grievant or Representative Date

Signature of Principal or Immediate Supervisor Date

Step IV

Adjustments for Grievant:

Adjustments for principal or Supervisor:

Signature of Grievant or Representative Date

Signature of Principal or Immediate Supervisor Date

TEACHER'S NAME _____

ALTERNATIVE IN-SERVICE REQUEST

PRIOR TO IN-SERVICE: Attach copy of any applicable workshop announcements to this request.

Alternative desiring to attend: _____

Date of alternative: ____/____/____

Number of clock hours: _____

LIST OBJECTIVES TO BE LEARNED FROM ALTERNATIVE

1. _____
2. _____
3. _____
4. _____

Superintendent or Designee's Approval

AFTER IN-SERVICE:

IDEAS GAINED

1. _____
2. _____
3. _____
4. _____

Teacher's Signature

Return completed form to your building principal upon return from the alternative in-service.

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT

Request For Professional Leave

The Building Principal must receive this request at least seven (7) working days prior to the date of the event.

Exceptions may be made with the principal's approval.

Submitted by: _____ Today's date ____/____/____

Type of Event: _____ Event date(s) _____

Event Location: _____ Other staff attending: _____

Expenses	Anticipated	Actual
Registration (Attach necessary forms) (Registration will be submitted to Treasurer's office)	\$ _____	\$ _____
Meals (Maximum \$40/day - Receipts Required)	\$ _____	\$ _____
Housing (Attach necessary forms) (Hotel reservations will be made by Treasurer's Office)	\$ _____	\$ _____
Transportation (Miles * IRS mileage rate)	\$ _____	\$ _____
Other	\$ _____	\$ _____
TOTALS	<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>

Complete the following:

1. Please attach a copy of the program, agenda, or other pertinent information about the event.
2. A completed requisition form(s) must accompany this leave form...list anticipated expenses.
3. Following your return from a professional leave you shall report to the building principal and, if appropriate, share with the staff the information and materials gained at the next regular faculty meeting.
4. For reimbursement to occur, you must complete the "Actual" expenses column shown above after your return and attach receipts. TAXES ARE NOT REIMBURSABLE.

To be completed by the Administration:

Building Principal Acknowledgement: _____ Date ____/____/____

Superintendent Approval: Yes No _____ Date ____/____/____

Reason for Denial:

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT

REQUEST FOR SEVERANCE PAYMENT

Name _____ Date _____

1. I hereby certify that my employment with the Crestline Exempted Village Schools will be terminated effective _____ for the purpose of retirement. I hereby request severance payment under Article VIII, Section F, of the Board-Association negotiated agreement

2. Severance will be granted for one-half (1/2) of the bargaining unit member's accumulated but unused sick leave to a maximum of seventy-three (73) days. Furthermore, an additional payment of one thousand dollars (\$1,000) shall be added to the total severance payment should my resignation be submitted one hundred (100) days or more from the date listed in Section 1. I certify that my retirement resignation is hereby submitted to the Crestline Schools Treasurer as of _____.

3. Severance pay will be at the per diem rate (excluding supplementals and extended time) of the eligible employee and shall be payable upon the member having fulfilled the requirements of Article VIII, F. Severance shall be received in two (2) payments. Fifty percent (50%) shall be paid in the calendar year of retirement. The remaining fifty percent (50%) shall be paid in January of the succeeding calendar year.

Bargaining Unit Member Signature & Date: _____

Crestline School Treasurer Signature & Date: _____

Treasurer's Use Only:

$\frac{\text{_____}}{\text{(Members Per Diem Rate)}}$	X	$\frac{\text{_____}}{\text{(Allowed \# days Accum. S/L)}}$	+	$\frac{\text{_____}}{\text{(Early submission payment)}}$	=	$\frac{\text{_____}}{\text{(Total Severance Payment)}}$
$\frac{\text{_____}}{\text{(Total Severance Payment)}}$	X 50% =	$\frac{\text{_____}}{\text{(Half Severance Payment)}}$	Payable in Year of Retirement & January of succeeding calendar year			

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT
EVALUATION FORMS

CRESTLINE EXEMPTED VILLAGE SCHOOLS

FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family and Medical Leave
(Name)

commencing ____/____/____. I anticipate return to my regular
duties ____/____/____.

Signature

Date

Superintendent

President

Date

Date

Crestline Exempted Village Schools
Application for Reimbursement for Courses

Name _____ Building _____ Assignment _____

Certification/Licensure _____

Coursework Information

College/University _____ Dates of Attendance _____

Exact Title(s) of Course(s):	Qtr hrs.	Sem Hrs.	Fee
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
TOTALS →	_____	_____	\$ _____

Number of hours requested for reimbursement _____

Signature _____ Date _____

Application Approved by _____ Date _____

Application Denied by _____ Date _____

Reason for Denial _____

For reimbursement to be made you must submit the following to the Treasurer's office
 within sixty (60) days of completion of course(s):

1. This completed and approved application for reimbursement form
2. Evidence of completion of the course with a grade of "C" or better
3. A university flyer stating the fees
4. Proof of payment in the form of one of the following:
 - A receipt from a college or university
 - A canceled check
 - A credit card receipt or statement

Crestline Exempted Village Schools

LPDC Reimbursement Form

Signature of Member or Alternate _____ Date _____

Date of LPDC duties _____

Hours of work on LPDC duties _____

Purpose of the LPDC Activity _____

Signature of LPDC Chairperson _____ Date _____

For Internal Office Purposes:

$$\begin{array}{ccccccc} \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & = & \$ & \underline{\hspace{2cm}} \\ & \text{Hourly Rate} & & \text{Hours} & & & \text{Total Reimbursement} \end{array}$$

Sick Leave Bank Request

_____/_____/_____
Date

The person named above has been an employee of Crestline Exempted Village Schools for _____ years (*three [3] years of employment is required for sick leave bank request*) and currently works at _____. He/she is about to exhaust his/her accumulated sick leave and has requested donations be made to the sick leave bank in his/her name. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave days may do so only if his/her own sick leave balance does not go below thirty (30) days. An employee may donate no more than ten (10) days per request. Days donated will be taken in the order they are received until the maximum has been reached.

If you wish to donate sick leave days for the above named recipient, complete the form shown below. The Treasurer's office must receive this by ____/____/____.

CRESTLINE EXEMPTED VILLAGE SCHOOLS Sick Leave Donation Authorization

I, _____ authorize the

transfer of _____ days of my accumulated sick leave to

Recipient's Name

Employee Signature _____ Date ____/____/____

Substituting By Faculty Personnel

Reimbursement Receipt

Name _____ Length of Substitution: _____ period (s)

Date of Substitution: ____/____/____ Principal Approval: _____
Signature of Principal

Building: Pre-K-5, 6-12

Reason / Place for Substitution:

At the High School, a double block period shall be defined as two (2) periods and a single block shall be defined as one (1) period. At all other levels, a period shall be defined as one instructional class period, regardless of variations in period lengths between buildings or grade levels. Such instructional class period shall not be less than thirty (30) minutes. If faculty substitution occurs for a period of time that is less than thirty (30) minutes, the employee shall receive partial compensation accordingly. Substituting Reimbursement Receipts are not replaceable and are solely the responsibility of the bargaining unit member.

Athletic Supplementals:

Interest Notification

Name of employee _____ Current School Year _____

Building _____ Home Phone _____

Please complete this form and return it to the High School Principal or to the Athletic Director to express your interest in Athletic Supplementals.

A list of athletic supplemental positions being offered for the upcoming school year can be found on the back of this form.

Forms should be submitted no later than April 30th of this current school year.

1. List the athletic supplemental contracts you HELD during this current school year. Beside each listing, please indicate whether or not you wish to retain that same position for the next school year or whether you decline your interest in that position.

- A. _____ Retain Decline
- B. _____ Retain Decline
- C. _____ Retain Decline
- D. _____ Retain Decline

2. For what OTHER athletic supplemental positions might you wish to be considered?

- A. _____
- B. _____
- C. _____
- D. _____

3. Please list your QUALIFICATIONS that would apply to those supplementals listed in #2.

Signature _____

Date ____/____/____

Non-Athletic Supplementals: Interest Notification

Name of employee _____ Current School Year _____

Building _____ Home Phone _____

Please complete this form and return it to the appropriate Principal or to the Athletic Director to express your interest in Non-Athletic Supplementals.

A list of non-athletic supplemental positions being offered for the upcoming school year can be found on the back of this form.

Forms should be submitted no later than April 30th of this current school year.

1. List the non-athletic supplemental contracts you HELD during this current school year. Beside each listing, please indicate whether or not you wish to retain that same position for the next school year or whether you decline your interest in that position.

A. _____	Retain <input type="checkbox"/>	<input type="checkbox"/>	Decline
B. _____	Retain <input type="checkbox"/>	<input type="checkbox"/>	Decline
C. _____	Retain <input type="checkbox"/>	<input type="checkbox"/>	Decline
D. _____	Retain <input type="checkbox"/>	<input type="checkbox"/>	Decline

2. For what OTHER non-athletic supplemental positions might you wish to be considered?

A. _____
 B. _____
 C. _____
 D. _____

3. Please list your QUALIFICATIONS that would apply to those supplementals listed in #2.

Signature _____ Date ____/____/____

Bumping Intent Notification

(To be completed by employee)

To the Superintendent of Crestline Exempted Village Schools:

I received your letter on ____/____/____ notifying me that:

My position for the _____ - _____ school year will be affected by a Reduction in Force.

My previous bumping intent was unsuccessful.

Pursuant to Article V.A, 2e of the Master Agreement,
I am notifying you that I have chosen the following option:

- A. I will not be bumping into another position.
- B. Due to my seniority and certification/licensure I hereby inform you of my intent to bump into the position of:

Signature of Employee

_____/_____/_____
Date

Received by the Superintendent on ____/____/____

Initials of Superintendent or Designee

The following people shall receive this signed/initialed form:
The Employee, the Superintendent, and the Association president.

Notice of Successful/Unsuccessful Bump

(To be completed by the Superintendent)

To: _____ Date ____/____/____
From: The Superintendent, Crestline Exempted Village Schools

This is to notify you that your intent to bump into the position of _____ has been:

Successful

Unsuccessful due to the following:

_____ A more senior staff member has bumped into the position.

_____ A more senior staff member presently holds that position.

_____ Your certification/licensure prohibits the bump.

Since your bump was unsuccessful, please contact me regarding what positions remain available for you to bump into and re-submit a bumping intent form.

Signature of Superintendent

The following people shall receive this signed form:
The Employee, the Superintendent, and the Association President.

PLEASE POST

PLEASE POST

Vacancy/Job Opening

Crestline Exempted Village School District
For Certificated/Licensed Bargaining Unit Members

Current Assignment: _____

Rate of Pay: _____

Qualifications: _____

Date of Posting: ____/____/____

Posting Deadline ____/____/____

Interested bargaining unit members should submit their interest in writing to:

DEFINITION OF CONTINUING SERVICE STATUS

Members eligible for continuing service status in this school district shall be those qualified as to certification/licensure, who within the last five years have been employed for at least three years in the district, and those who, having attained continuing contract status elsewhere, have served two years in the district, but the Board of Education, upon the recommendation of the Superintendent of Schools, may at any time of employment or at any time within such two-year period, declare any of the latter members eligible.

CRESTLINE EXEMPTED VILLAGE SCHOOLS
NEW EMPLOYEE INSURANCE ORIENTATION CHECKLIST

- A. Health Insurance
 - _____ ● Plan Design
 - _____ ● Deductibles
 - _____ ● Co-Insurance
 - _____ ● Co-Pays
 - _____ ● Forms

- B. Prescription
 - _____ ● Retail
 - _____ ● Mail-Order
 - _____ ● Superscript
 - _____ ● Forms

- C. Dental
 - _____ ● Plan Design
 - _____ ● Deductibles
 - _____ ● Co-Insurance
 - _____ ● Orthodontia
 - _____ ● Forms

- D. Vision
 - _____ ● Plan Design
 - _____ ● Co-Pays

- E. Life
 - _____ ● Coverage
 - _____ ● Certificate of Coverage

- F. Waiver Option
 - _____ ● Forms

- G. Contact Information
 - _____ ● School District
 - _____ ● Insurance Company Claims Assistance (Other Assistance)

- H. Deadline to Enroll. ____/____/____

I certify that on _____(date) I have completed an insurance orientation with the treasurer and have received pertinent information and forms.

Employee Signature

Treasurer Signature