

**Memorandum of Understanding**

This Memorandum of Understanding is entered into by and between the Crestwood Local Schools Board of Education ("Board") and the Crestwood Education Association ("Association") on this 14th day of March 2019 in order to address certain matters related to the evaluation of bargaining unit members.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Master Agreement") in effect July 1, 2016 through June 30, 2019; and,

WHEREAS, the Master Agreement, in Article 10 (EVALUATION) contains the process and procedure for the evaluation of teachers who are subject to O.R.C. 3319.111 and 3319.112 ("OTES"), as well as other bargaining unit members; and,

WHEREAS, Article 10.C of the Master Agreement specifies and restricts who can evaluate, in whole or in part, a bargaining unit member subject to OTES; and,

WHEREAS, certain circumstances have arisen in the district, through no fault of either party, preventing the Board from upholding its contractual responsibilities relative to Article 10.C for certain OTES-evaluated bargaining unit members in the Middle School;

NOW THEREFORE, the parties agree to the following:

1. The provisions of Article 10.C notwithstanding, David Toth and/or Sherry Peters will be able to complete the evaluations of Middle School bargaining unit members subject to OTES whose evaluations, as of the date of this Memorandum of Understanding, have not been completed by the contractually-specified OTES-trained administrator.
2. The dates and timelines contained in Article 10 of the Master Agreement shall be adhered to in the completion of these evaluations.
3. All other provisions of the Master Agreement remain in full force and effect.
4. This Memorandum of Understanding represents the entire agreement of the parties regarding the matters addressed herein.
5. This Memorandum of Understanding shall be effective upon the signature of the parties' respective representatives below.
6. This Memorandum of Understanding shall not be construed to set any precedent or create any past practice between the parties.

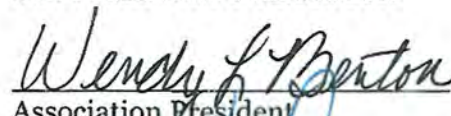
IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below.

**FOR THE BOARD:**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Association MS Representative

K34747

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STATE EMPLOYMENT  
RELATIONS BOARD

16-MED-02-0158

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# **MASTER AGREEMENT**

**BETWEEN THE**

**CRESTWOOD EDUCATION ASSOCIATION**

**AND THE**

**CRESTWOOD BOARD OF EDUCATION**

**July 1, 2016 – June 30, 2019**

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## **ARTICLE 1. RECOGNITION**

A. The Crestwood Board of Education recognizes the Crestwood Education Association (CEA), an affiliate of the NEA, OEA, NEOEA, as the sole and exclusive representative of all of the following full-time certificated personnel: Classroom Teachers, Guidance Personnel, Librarian(s), and Tutors (except those solely engaged in Home Instruction and not otherwise included in the bargaining unit) employed by the Board of Education except substitutes and casual day-to-day certificated personnel working on an hourly or per diem basis, and excluding all administrative and supervisory personnel as defined in Ohio Revised Code 4117. Such recognition shall be for a period covering the duration of this Contract. Should the Board of Education employ full-time Psychologists or Speech Pathologists during this Master Contract, other than on an hourly or per diem basis, such positions shall also be included. The Board of Education will also recognize part-time teachers. Part-time recognition shall not include coverage under Article 21 (Insurance) for members of the bargaining unit who work fewer than twenty-five (25), prior to June 30, 2013 and thirty (30) hours, after July 1, 2013, per week. Part-time recognition shall not include coverage under Article 29 (School Day and Planning Time) for members of the bargaining unit who work less than six (6) hours, except bargaining unit members who work four (4) or more hours but less than six (6) shall receive paid planning time. No two (2) bargaining unit members may be hired if one person could fill the position. Staff employed before July 1, 2006 will not be affected. Definitions are as follows:

<u>Casual</u>	One who is employed up to and including ten (10) hours per week.
<u>Part-Time</u>	One who is employed for more than ten (10) hours but fewer than thirty (30) hours per week.
<u>Full-Time</u>	One who is employed for thirty (30) hours per week or more.

B. If, during the term of the Contract, fifty percent (50%) or more of the bargaining unit petition to change the sole and exclusive right of the Association as the bargaining agent, and consistent with the provisions of Ohio Revised Code 4117, then an election shall be held under the provisions of Ohio Revised Code 4117.

## **ARTICLE 2. THE NEGOTIATING PROCESS**

### **A. ORGANIZATIONAL STRUCTURE (NON-TRADITIONAL)**

1. Alternative forms of negotiations may be used if agreed upon by both parties (i.e. Interest-Based Bargaining, Win-Win, etc.).
2. Ground rules will be established by mutual agreement.
3. The negotiating teams shall not exceed seven (7) representatives or designees of the Association and an equal number of representatives of the Board.



**B. ORGANIZATIONAL STRUCTURE (TRADITIONAL)**

1. The negotiating teams shall not exceed seven (7) representatives or designees of the Association and an equal number of representatives of the Board.
2. Any team member, including the spokesperson, may be changed at any time so long as team size does not exceed five (5) persons.

**C. NEGOTIATIONS SCHEDULE**

Negotiations for a Successor Agreement shall be completed between February 1 and May 30 for the following year or thirty (30) days before expiration of Contract, unless otherwise mutually agreed by the parties.

**D. MEETINGS**

1. Between February 1 - February 20 of the year, the Association President shall contact the Superintendent to establish a date, place, time to meet, and the method of bargaining to be used by the parties. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association President and the Superintendent.
2. The first negotiations meeting must be held at a mutually convenient time, but not later than March 15, unless both parties agree to an extension. The specific items, in form and detail, proposed for negotiations shall be exchanged at the first scheduled meeting.
3. During the course of negotiations, items tentatively agreed to shall be reduced to writing, initialed by the spokesperson for each negotiating team, and set aside. No item shall be considered finally accepted until all items have been resolved and acted upon by the Board and the Association.
4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, they may request that the negotiations session shall be recessed until a later time which must be in accordance with D-7, below.
5. Either team may declare a recess when it appears that meaningful progress cannot be attained at that time. A recess can begin only after mutual agreement on the time and place for the continuation of the negotiating sessions.
6. Minutes may be kept by both parties.
7. Before the close of each meeting, the date and time of the next meeting, if necessary, shall be established. When it is mutually agreed that negotiations shall take place during the school day, any member of the bargaining unit so engaged shall be released from regular duties without loss of salary.

8. Exchange of Information:

The Board and the Superintendent shall furnish to the Association, in accordance with its requests, all available information concerning financial resources of the School District, tentative budgetary requirements/allocations, and such other information as will assist the Association in developing intelligent, accurate and constructive proposals. In turn, the Association shall furnish all available pertinent information to the Superintendent or the Board upon request.

9. Reporting: Periodic oral or written news releases may be issued during negotiations, provided that any such releases shall have the prior approval of the participants. However, progress reports may be made to the Board by its team and to the Association by its team, at any time. Each team has the responsibility to caution its respective membership relative to breaches of confidentiality of the current negotiations.

**E. AGREEMENT**

1. When total agreement is reached by the teams, all initialed tentative agreements shall be compiled in agreement form. The final copy shall contain all terms of the Agreement and the effective date of the Agreement.
2. The Negotiated Agreement shall first be submitted to the Association for ratification. When the Association ratifies the Agreement, its President and negotiating team shall affix their signatures.
3. When the Association has ratified the Agreement, the Board, at its next regular meeting or at a special meeting, and no later than ten (10) days after the Association vote, shall accept or reject the Agreement. When the Board ratifies the Agreement, its President and negotiating team shall affix their signatures and the Agreement shall become a part of the official minutes of the Board.
4. If either constituency does not adopt the Agreement as proposed, the matter shall be referred to the Disagreement Procedure in Section F, herein.
5. Items in the ratified and adopted Agreement shall constitute revisions of the affected rules, regulations, and/or policies.
6. The Board and the Association shall equally pay for the printing of this Agreement in sufficient quantities for each member of the bargaining unit and any additional copies needed by the Association and the Board. The Association shall assume responsibility for printing and provide the Board with no less than seventy-five (75) copies within thirty (30) days after ratification, if possible.

**F. DISAGREEMENT**

1. Federal Mediation:

No sooner than thirty (30) calendar days prior to the expiration of this Agreement, either party shall have the option of requesting the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. This shall be the parties' mutually agreed to Dispute Settlement Procedure under Ohio Revised Code 4117.14(C)(1)(f). At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the Dispute Settlement Procedure.

2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules.
3. If there are any costs incurred during mediation, they shall be shared equally by the Board and the Association.

**ARTICLE 3. GRIEVANCE PROCEDURE**

**A. DEFINITION OF TERMS**

1. A "Grievance" shall be defined as an alleged violation, misapplication, or misinterpretation of this Agreement.
2. The "Purpose" of the Grievance Procedure is to secure, at the lowest possible level, acceptable solutions to grievances. Confidentiality of the grievance proceedings shall be considered the responsibility of all parties.
3. An "Aggrieved" shall be defined as a bargaining unit member, or group of bargaining unit members, or the Association, who allege to have a grievance.
4. "Days" used in reference to limitations shall refer to in-school days only, not weekends or vacations.
5. An "Employee(s)" for purposes of this Article shall be defined as those persons who are in the bargaining unit as defined herein.

**B. GENERAL PRACTICE**

1. Time limits are maximums and must be adhered to with every effort. However, if the concerned parties are in mutual agreement, limits may be adjusted. All grievances originating before April 15th shall be resolved by June 15th. A grievance occurring after April 15th will be resolved by September 15th.

2. At any level, a grievance may be withdrawn without prejudice.
3. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level. No written decisions or communications shall be placed in the personnel files of any involved parties without their knowledge.
4. Reprisals shall not be taken by or against any involved parties for reason of said participation.
5. Upon resolution of the grievance, all materials in the possession of the Administration regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a closed file. No grievance material shall be placed in a personnel file. Only mutual consent of the CEA President and the Superintendent, or a Court Order, will constitute opening of the file. All materials shall be destroyed after five (5) years.
6. All complaints, claims, or alleged grievances must go through the Informal Procedure, defined herein, prior to filing a written formal grievance.
7. If the grievance is not filed within twenty (20) days of the discovery of the occurrence of the act or condition upon which the grievance is based, then the Grievance Procedure may not be used.

The twenty (20) workdays shall begin to run the day after the discovery which shall be defined as the day the grievant knew or should have known of the occurrence of the act or condition upon which the grievance is based.

If this twenty (20) day limitation has not expired by the last day of the school year, there shall be an extension of this limitation for a period of four (4) weeks from the last working day of the school year.

Violations concerning error(s) in a bargaining unit member's paycheck, or Article 21 (Insurance), shall be grievable at any time.

8. The Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings. The Association may withdraw its support of a grievance at any level if it deems that the answer is acceptable. Any member may continue to process the issue with his/her legal counsel at his/her expense, but not through this Grievance Procedure.
9. The grievant shall be entitled to Association representation at all levels.
10. Grievance forms shall be available only from the Association President.

### C. INFORMAL PROCEDURE

1. The Informal Procedure shall consist of informal discussion between the grievant and that person(s) at the lowest possible level who has/have the authority to resolve the problem.

2. Either or both party(ies) may have a representative at this discussion.
3. It is expected that this first step will resolve most problems and other action will be unnecessary.

**D. FORMAL PROCEDURE**

1. Level One

- a. If the grievant(s) is/are not satisfied with the results of the discussion above, or if the problem is not resolved within five (5) days of the Informal Procedure, the grievant(s) may present a formal grievance on the attached form (Appendix A) to the Building Principal or Immediate Supervisor, with a copy forwarded to the Association.
- b. The Building Principal or Immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place.
- c. A written decision shall be rendered on Appendix A by the Principal or Immediate Supervisor, within five (5) days after the conference, to the grievant and the Association.

2. Level Two

- a. Within ten (10) days after receiving the decision of the Principal or Immediate Supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent.
- b. The aggrieved, his/her representative (if requested by aggrieved), and the Superintendent or his/her designee shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered by the Superintendent, within five (5) days after the conference, to the aggrieved and the Association.

3. Level Three

- a. Within ten (10) days after receiving the decision of the Superintendent and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Board President.
- b. The matter shall be placed on the agenda of the next regular or special Board meeting, after forty-eight (48) hours from the time of the notice. The grievance shall be heard at that meeting in Executive Session of the Board.
- c. A written decision shall be rendered by the Board, within fifteen (15) days after the conference, to the aggrieved and the Association.

4. Level Four

- a. Within ten (10) days after receiving the decision of the Board and assuming no satisfaction, or if no decision is rendered within the time limits, a written request to continue the process must be submitted to the American Arbitration Association (AAA), with a copy to the Superintendent.
- b. An arbitrator will be selected from a list of seven (7) names provided by the AAA within five (5) days of the receipt of such list. Each side shall strike a name until an arbitrator is chosen. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter, any of the provisions of the Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall not fashion any remedy which directly changes the intent and purpose of the contract provision(s) being grieved.

The costs of arbitration shall be divided equally between the parties.

**ARTICLE 4. TEACHER ASSAULT POLICY**

- A. The Board of Education recognizes that bargaining unit members are entitled to protection regarding unwarranted student assault, disability, and liability when such occur in the performance of the bargaining unit member's professional obligations. The Board recognizes the rights of the bargaining unit member to take legal action against the offender in cases of assault.

**B. PROCEDURE**

1. All cases of assault upon a bargaining unit member shall be promptly reported to the Building Administrator. A statement, in writing, of the incident will be submitted to the Building Administrator. This written report will be forwarded to the Superintendent and Board, which will comply with any reasonable request permitted by statute from the bargaining unit member for information in his/her possession relating to the person(s) involved.
2. A physical or verbal assault on a bargaining unit member may result in a student's suspension and/or expulsion from school.

3. A parental conference should be set up with the Building Administrator, the bargaining unit member, and the parents.
4. Since bargaining unit members may be covered by Workers' Compensation, the Board and/or its designee will assist the bargaining unit member with the procedure for applying for compensation.
5. See Physical Assault Leave (Article 19, Section F).

#### **ARTICLE 5. PARENTAL COMPLAINTS**

- A. The Board directs its administrative staff to provide an orderly process for dealing with complaints from citizens and for protecting the rights of members of the bargaining unit. Channels other than those provided will not be recognized.
- B. No rule or procedure as referred to in this document shall prohibit members of the bargaining unit from legal representation, Association representation, or other remedy at law.
- C. **COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT**

1. Informal and/or Oral Avenues:

Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between the bargaining unit member, pupil, parent, Principal, and other appropriate staff personnel, should be pursued before using the formal procedures outlined below. It is recommended that these informal and/or oral contacts be made within five (5) working days of the known event.

2. Channels for Further Complaint

- a. If such conferences do not lead to understanding and resolution of the problem(s) involved, a parent may pursue further action by submitting a complaint against the member of the bargaining unit in writing, within five (5) working days of the informal contact, to the Principal or Immediate Supervisor. The member of the bargaining unit may request in writing, to the Principal or Immediate Supervisor that such a written complaint must be filed by the complainant or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the request to the parent(s).
- b. Signed community complaints, unless clearly documented as to accuracy and relevance by the Administration, shall not be used.
- c. If requested by the complainant or the employee, a meeting involving the employee, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. The meeting should be held within five (5)

working days of the complaint form being received by the Principal or Immediate Supervisor.

- d. If it is not resolved at that level, it may be appealed to the Superintendent. The appeal to the Superintendent must be made within five (5) working days after the response of the Principal and/or Immediate Supervisor. The meeting with the Superintendent should be held within five (5) working days after notice of appeal.
- e. If it is still not resolved, it may be appealed to the Board, in Executive Session, by written request to the President of the Board. The appeal to the Board President must be made within five (5) working days. The meeting should be held within five (5) working days after the response of the Superintendent.
- f. The employee may bring a representative with him/her to all of these meetings. At the informal level, the representative will act only as an observer.

#### **D. WRITTEN COMPLAINTS**

- 1. Written statements by parents shall be on the Parental Complaint Form, and should clearly and concisely state the problem which has arisen, and be signed, with the address and telephone number.
  - 2. The affected bargaining unit member shall be given a copy of any written complaint on or before the next regular workday of the Administration's receipt of the complaint except under extenuating circumstances. The affected bargaining unit member's copy of the form shall exclude the address and telephone number, as specified in D.1., above.
  - 3. Anonymous complaints shall be disregarded and not used.
  - 4. A complaint form may be filed only by a parent or guardian of the child who has been directly affected by the event.
- E.** Twenty-four (24) hour notification will be given to a member of the bargaining unit of his/her Immediate Supervisor's authorization to a parent for observation of a bargaining unit member's class.
- F.** If the above stated procedure is not followed, no complaint may be used in any adverse manner.

#### **ARTICLE 6. COMMITTEES**

Committees are recognized as an important part of the improvement of Crestwood Local Schools; and, therefore, the affected members of the bargaining unit may be granted release time upon approval of the Superintendent to attend these functions.



## **ARTICLE 7. DISCIPLINE**

- A.** The Association and the Administration recognize the need for a stable environment as a prerequisite for learning. Disorder prevents students from reaching their fullest potential and threatens the self-respect of both the students and members of the bargaining unit.
- B.** Procedures in dealing with discipline should be followed according to building level disciplinary regulations. Regulations shall be developed and/or changed only after consultation with representatives of the teaching staff within each building.
- C.** A member of the bargaining unit shall have the right to temporarily remove a disruptive student from his/her class until a Building Principal or Assistant Principal has had an opportunity to act upon the reasons for the removal. The Administrator shall be responsible for the whereabouts of the student once the temporary removal has come to the attention of the Building Principal or Assistant Principal. It is recognized that this provision shall not, in any manner, interfere with the due process rights of students under Ohio Revised Code and, more specifically, Ohio Revised Code 3313.66.

## **ARTICLE 8. DUTIES OF TEACHERS**

- A.** Being on duty includes a responsibility for supervision and control of assigned pupils. Any member of the bargaining unit desiring to leave his/her assigned building prior to the completion of his/her daily schedule and the normal workday shall first secure the permission of his/her Building Principal or his/her designated appointee. It shall be the responsibility of the Building Principal to appoint a designee if he/she is to be out of the building. Under verifiable emergency situations, a member of the bargaining unit may leave the building after notifying the Building Principal or his/her designee.
- B.** Members of the bargaining unit shall attend meetings called by Principals, Supervisors, Assistant Superintendent or the Superintendent, unless excused by the person calling the meeting prior to the time of the meeting. The length of the meetings immediately before and after school shall be of reasonable length considering subject matter to be covered. The workday for each member of the bargaining unit after evening Parent-Teacher Conferences shall be adjusted by the Superintendent to compensate for the extra hours worked by the respective member of the bargaining unit.
- C.** Members of the bargaining unit are subject to homeroom assignments and, when so assigned, shall handle matters currently assumed by homeroom teachers. Members of the bargaining unit (excluding Crestwood/Larham Special Education Classrooms) are expected to share in supervising non-classroom or extracurricular activities including cafeteria and playground duty when necessary. All extra nonteaching assignments will be assigned as equitably as possible. An attempt will be made to coincide these activities with the interests of the bargaining unit members.
- D.** Members of the bargaining unit shall keep an outline of class procedures, preferably by some type of lesson plan. This is for the purpose of aiding the Principal and/or Supervisor in performing their duties and also providing a guide for the substitute. Daily lesson plans in a weekly format, including reference to the course of study, will be turned in, if requested by the Building Principal, but will not be graded.

- E. Each member of the bargaining unit shall follow a daily schedule which has been approved by the Building Principal. A copy of this schedule shall be filed with the Building Principal within two (2) weeks after the beginning of the school year.
- F. Members of the bargaining unit shall keep their classes in session each day during school hours, and shall not dismiss them for any time without the consent of the Building Principal except for verifiable emergencies. Assigned classes are to be supervised at all times except in emergencies.
- G. Members of the bargaining unit should not be absent from school without notifying the Building Principal or a representative, except in verifiable emergencies for which it was impossible for the member of the bargaining unit to provide such notification.
- H. Members of the bargaining unit shall be responsible for the orderly deportment of their pupils and will be assisted by the Board and the Administration in all proper, reasonable and legal means to secure these ends.

#### **ARTICLE 9. PERSONNEL FILES**

- A. A personnel file for each bargaining unit member shall be maintained in the Superintendent's office. Each bargaining unit member shall be responsible for providing the following information to be included in each file. (NOTE: Items 5. and 6. by law must be maintained separately from the personnel file.)
  - 1. Completed Application Form
  - 2. Copy of current Teaching Certificates
  - 3. Complete Official Transcript
  - 4. Current withholding Federal and State Income Tax Forms
  - 5. Current Tuberculosis X-Ray Card or Negative Skin Test results
  - 6. Current Hospitalization Insurance status
  - 7. Previous Official Record of Accumulated Sick Leave
  - 8. Official Record of previous years of Teaching or Administrative Experience
  - 9. Official Copy of Discharge from Military Service, where applicable
  - 10. Credentials and other Letters of Recommendation

- B. A bargaining unit member has the right, upon twenty-four (24) hour notice, to view the material in his/her personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference.

It is recognized that this twenty-four (24) hours shall be extended, if the request is made on the last day of the workweek or if the Superintendent is out of the District.

Each bargaining unit member shall receive timely written notification of new materials being placed in the file. The bargaining unit member shall have the opportunity, within twenty (20) days from the receipt of the notice, to attach a rebuttal or explanation to anything placed in his/her personnel file in the past twelve (12) months.

- C. All documents included in a bargaining unit member's file shall be dated and identifiable as to source.
- D. In accordance with and to the extent permitted by the Ohio Public Records Act, a bargaining unit member may obtain a copy of their personnel files. The district will respond to such requests within three days unless extenuating circumstances exist. A bargaining unit member may request, and shall receive, one (1) copy of any item in his/her personnel file, exclusive of confidential letters of reference or recommendation at the district's expense. The cost of additional copies shall be borne by the requesting bargaining unit member.
- E. Any document in the personnel file that cannot be documented to the satisfaction of both the Board and the bargaining unit member as to source, accuracy, relevance, completeness, or timeliness shall be deleted from the file by the Superintendent, acting for the Board, and no reference shall be made. Any disagreement between the Board and the bargaining unit member may be processed through the Grievance Procedure and filed at the Superintendent's level.
- F. After five (5) years, a bargaining unit member may ask the Administration to remove material in that bargaining unit member's personnel file that the bargaining unit member considers negative. The bargaining unit member shall submit a statement to the Superintendent indicating why he/she considers the material no longer pertinent. If the Superintendent determines that the material should remain in the file, the bargaining unit member's statement shall be attached to that material.
- G. Should a public records request be made for review or copying of the contents of a bargaining unit member's personnel file, the Superintendent or designee shall make every effort to provide a 48-hour advance notice to the bargaining unit member. It is recognized that this is not always possible.

## **ARTICLE 10. EVALUATION**

### **A. PURPOSE**

The purpose of the teacher evaluation system is to serve as a tool for informing instruction and to assist teachers and administrator in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

**B. REVIEW**

When either the Board or the Association believes that a review of this Article is necessary, there shall be a joint committee established, appointed by the Administration and the Association whose recommendations, if any, shall be forwarded to the next round of negotiations.

If the state law changes regarding evaluation of OTES teachers, the Association President and Superintendent shall meet to determine if such changes constitute a material change to teacher evaluation. Should such determination be made by either party, the Administration and the Association agree to bargain to agreement over such changes as are necessary to be in compliance with the law.

**C. USE**

The evaluation process will be used as the basis for contract renewal or nonrenewal. The observation will be done by a credentialed evaluator trained and licensed in the OTES (Ohio Teacher Evaluation System) system. Trained, credentialed evaluators will include Building Administrators and District Central Office Administrator. An ESC administrator may be used if a Building Administrator will be absent more than 30 consecutive days. A maximum of one (1) observation may be conducted by an evaluator listed above, from outside the building where the teacher is based. The remaining pieces of the evaluation are completed by the teacher's Building Administrator. The Director of Pupil Services may complete the entire evaluation for members who fall under his/her supervision.

Teachers who hold a certificate/license who spend at least 50% of their time providing content related student instruction are subject to the procedures and timelines.

**D. ORIENTATION**

In-service work shall be conducted by September 15th for all new bargaining unit members by Administration. This meeting shall also be made available to current bargaining unit members. The Administrator shall review current contractual language and forms and discuss tools and methods used in the building to complete the forms.

**E. GUIDELINES**

1. It is the purpose of this paragraph to provide assistance to any party, if said party believes that assistance is necessary. It is expected, however, that almost all problems can be reasonably discussed between professionals and that the following normally will not be necessary.
2. Disciplinary action should occur separately from the evaluation process. The basis for such discipline, not the disciplinary action, may be shared by the administration during an evaluation conference. Should discipline take place during evaluation process, the bargaining unit member and/or Administration shall be afforded the opportunity to recess the conference until a union representative can be present. A union representative must be available within twenty-four (24) hours of the next scheduled school day, unless otherwise agreed.

3. The evaluation of the bargaining unit member's school related activities should be conducted with the bargaining unit member's full knowledge and awareness. This does not preclude the administration from using evidence from school related activities outside the classroom to be included in the evaluation.
4. If, as a result of the evaluation process, a bargaining unit member is to be disciplined, reprimanded, suspended, transferred (due to a disciplinary action or reprimand), or terminated, the action will not take place without the bargaining unit member being given the opportunity to correct documented deficiencies. The Board of Education retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process, State law, and/or the specific provisions of any applicable collective bargaining agreement. All matters that could involve discharge from the District must be dealt with in accordance with R.C. 3319.16.
5. In implementing the evaluation system and procedures contained herein, the Board of Education shall conduct all evaluations so as to observe the legal and constitutional rights of all bargaining unit members, and no evaluation information shall be collected or recorded by electronic video or audio means.

**F. PROCEDURES AND TIMELINES**

Evaluation Timeline

1. Teachers are evaluated annually. Annual evaluations include a minimum of two (2) formal observations of at least thirty (30) minutes each and a minimum of two (2) classroom walkthroughs. Each observation is at least thirty (30) minutes but not to exceed forty-five (45) minutes. Observations shall not exceed sixty (60) minutes where block scheduling has been used at the middle school and/or high school. Walkthroughs shall not exceed 10 minutes.

Observations and walkthroughs shall not intentionally disrupt the learning environment in the classroom (e.g., interrupting the teacher or engaging directly with students).

Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three (3) formal observations during the evaluation cycle. Observations shall begin after September 15.

- a. For teachers who receive two (2) observations, the first observation is to occur prior to the December holiday break. The second observation shall occur after the December holiday break, unless otherwise agreed upon by the teacher and the administrator.
- b. For teachers who require three (3) observations, the first observation is to occur prior to the December holiday break. The dates of the second and third observations will occur upon an agreed date and time by the teacher and the administrator. The scheduling of observations will take into account the timeline established on the Plan of Improvement as well. The evaluator shall notify the teacher during the post conference of any intent to consider nonrenewal. This shall occur no later than the 2<sup>nd</sup> post conference.
- c. The evaluating administrator and teacher shall collaboratively schedule the preconference,

observation and post conference.

- d. The pre-conference shall take place within five (5) working days of the classroom observation.
- e. The post conference shall be held within five (5) working days of the observation. A teacher has five (5) working days following the post conference to provide any additional evidence. Such evidence may be documented, signed and incorporated into the evaluation rubric.
- f. A written post conference summary shall be provided within ten (10) working days of the post conference. The summary will clearly indicate what rating the teacher has in each category.
- g. A completed walkthrough form will be provided to the teacher within five (5) working days of the walkthrough.
- h. If after receiving the Final Summative Rating of Teacher Effectiveness rating, the bargaining unit member may attach a written statement to the report within ten (10) working days.

All teacher evaluations are completed by May 1st. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10th.

Written notice of nonrenewal will be provided by June 1st.

Any teacher who receives a rating of “Accomplished” on his/her most recent evaluation may be evaluated every three school years, as long as the teacher’s student academic growth measure, for the most recent school year for which data is available is average or higher.

A teacher who received a rating of “Skilled” on the teacher’s most recent evaluation, may be evaluated once every two years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, student growth measures will still be calculated for that teacher. If a teacher’s student growth measure for the most recent school year, for which information is available, is below average, then the teacher may be evaluated in the current school year.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, a credentialed evaluator as defined in Article 10(C) shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The form used for this observation is the Informal Observation: General Form located in the Appendix C-2. This observation will last for at least 30 minutes and the teacher will be notified in advance of the observation. Advanced notice for the teacher will include a five working day window within which the observation will be conducted. A copy of the completed Informal Observation: General Form will be given to the teacher within 5 working days of the observation, an additional copy will be kept in the credentialed evaluator’s files to demonstrate proof of required observation for that teacher.

A Professional Growth or Improvement Plan must be completed every year by all teachers, regardless of whether they are evaluated in any given year or not.

Teachers who: (a) are on leave for 50 percent or more of the school year; or (b) have submitted notice of retirement on or before December 1<sup>st</sup> of the school year shall not be evaluated unless otherwise agreed in writing.

The Board and/or its agents and administrators shall only report to ODE the minimum information required by Ohio law or ODE regulations, which at the present time is “eTPES Option 3.” Teachers are not required to enter any information into eTPES. Teachers may enter pin to acknowledge receipt of the final summative rating.

The evaluation process, including timelines and following the rubric criteria in the evaluation, may be grieved. The evaluation substance, including what is observed and the administrative wording in the written evaluation, cannot. The teacher may attach a rebuttal and/or evidence to the evaluation.

## **G. FORMS**

The State mandated OTES rubric shall serve as the evaluation form. The rubric is provided in the Appendix as attachment C-1.

The form titled Informal Observation: General Form shall serve as the walkthrough form. The form is provided in the Appendix as attachment C-2.

Each teacher evaluated under this policy may annually complete a self-assessment Summary Tool as provided in the Appendix as attachment C-3.

Teachers shall complete a response to the agreed upon pre-conference questions, provided in the Appendix as attachment C-4. Items marked with an asterisk are required other questions are intended to guide thinking and may be addressed in the pre-conference.

Teachers shall complete a response to the agreed upon post-conference questions, provided in the Appendix as attachment C-4. Items marked with an asterisk are required other questions are intended to guide thinking and may be addressed in the post-conference.

## **H. STUDENT GROWTH MEASURES**

1. The SGM portion of the evaluation shall be from the following:
  - a. ODE approved student assessments,
  - b. Menu of options determined locally such as SLOs
2. For employment decisions, (i.e., nonrenewal and reduction in staff), the consideration of the student growth portion of the teacher evaluation must consist of a minimum of THREE (3) consecutive years of SGM data. Teacher with less than three (3) years of SGM data will use SGM data available.
3. The student growth component of such teachers' evaluations will be as outlined below.

**For the 2016-17 School Year only (unless the Legislature allows otherwise.)**

<b>Teacher Category</b>	<b>Value-Added %</b>	<b>Vendor Assessment</b>	<b>SLO %</b>
A1 (All Value-Added Courses)	NA	NA	50% (2 SLO's)
A2 (Partially Value-Added Courses)	NA	NA	50% (2 SLO's)
B (Vendor approved assessment)	NA	10-20%	30-40% (minimum of 1 SLO)
C (No Value-Added Courses)	NA	NA	50% (minimum of 2 SLO's)

**For the 2017-18 and 2018-19 School Years (unless the Legislature allows otherwise.)**

<b>Teacher Category</b>	<b>Value-Added %</b>	<b>Vendor Assessment</b>	<b>SLO %</b>
A1 (All Value-Added Courses)	50%	NA	NA
A2 (Partially Value-Added Courses)	Proportional to the teacher's Value-added day	NA	Remainder from minimum of 1 SLO
B (Vendor approved assessment)	NA	10-20%	30-40% (minimum of 1 SLO)
C (No Value-Added Courses)	NA	NA	50% (minimum of 2 SLO's)

8. For year-long courses, the data collection interval shall be the first three (3) 9- week grading periods. For semester courses, the data collection interval shall be the entire semester. For 9-week courses, the data collection interval shall be taken from the second 9 weeks and the third 9-weeks.
9. All Student Growth Measures (SGM) must utilize a pre- and a post-assessment to determine growth.
10. Factors in determining SGMs may include (but are not limited to):
  - a. Student attendance,
  - b. Changes in student population,
  - c. Shared attribution scores. Such scores shall only be used to determine the SGM component of teachers working in a co-teaching environment. The teachers working in a co-teaching environment shall collaborate to determine the shared attribution scores.
11. SLOs must be scored using a common scoring matrix. The total score of the assessment (100) minus the student baseline score will be divided by 2. This amount will then be added to the student baseline score to attain the student growth target score.  
 Example: baseline score of 60 will result in a student growth target score of 80.  
 $100-60= 40$ ,  $40/2=20$ ,  $60+20=80$ .



12. Students shall be excluded from student growth measure calculation if they reach or exceed 30 days absent, whether excused or unexcused. This calculation shall be prorated for semester and quarter courses.
13. An educator returning from approved leave (e.g. FMLA, Maternity, Parental or other Board approved leave), in consultation with the evaluator, may defer consideration of student growth measures to a subsequent year or modify the SGM's expectations.

## **I. IMPROVEMENT PLAN**

1. A member of the bargaining unit who is found through the evaluation process to be Ineffective in any category following an observation shall be given such deficiencies in writing on the Teacher Performance Evaluation Rubric and shall be given the opportunity to correct such deficiencies.

Improvement plans are developed for a teacher by the evaluator and the teacher in response to a summative rating of Ineffective at the end of each performance cycle or the failure to successfully complete an evaluator/required Plan of Assistance.

- a. A Plan of Assistance may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator or at the request of a teacher desiring additional assistance.

Such identification shall include collaborating with the staff member to create a Plan of Assistance, which includes specific areas for improvement, assistance provided by the administrator, the criteria needed for noting improvement, and a timeline for implementing the plan.

The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. The Administration shall give assistance to help the member of the bargaining unit to incorporate the recommended changes, including materials, resources, and consultant services, if needed. The time required to correct the deficiencies shall be cooperatively established by the member of the bargaining unit and the Building Principal. If a recommendation for an Improvement Plan occurs and is documented after March 15 of the school year, the Plan shall be continued into the next school year. The form for the improvement plan is included in this agreement as Appendix C-5.

2. Teachers rated Ineffective on the Final Summative Rating shall be placed on an Improvement Plan as approved by their credentialed evaluator. Two consecutive ineffective ratings based on the Final Summative Rating may lead to a recommendation for nonrenewal.
3. Teachers with below average levels of student growth shall be placed on an Improvement Plan.
4. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the Association President and Superintendent shall meet to intervene.

5. The Improvement Plan, as outlined in this document may include:
  - a. release time to allow for meetings and observations of another teacher, details:
  - b. Specific performance expectations, resources and assistance to be provided
  - c. the district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
  - d. timelines for its completion,
  - e. professional indicators documented as unsatisfactory through the formal evaluation process,
  - f. reasonably sufficient time (not less than 30 working days) and duration, as to allow the teacher to improve performance to a satisfactory level.

**J. PROFESSIONAL GROWTH PLANS**

Teachers with expected levels of student growth shall develop a professional growth plan in collaboration with their building administrator. Teachers with above-expected levels of student growth shall develop a professional growth plan, a copy of which shall be provided to the building administrator. The form for the professional growth plan is included in this agreement as Appendix C-6.

**K. DISTRIBUTION**

A copy of the Final Summative Rating of Teacher Effectiveness will be placed in the bargaining unit member's personnel file in the Board Office.

**L. OTHER**

Evaluation tool for a School Psychologist can be found in Appendix D.

Evaluation tool for Speech and Language Pathologist can be found in Appendix E.

Special Education teachers and/or Title One/Intervention teachers are subject to the OTES performance rubric. Student growth measures may be based on alternative measures to be determined by consultation with the evaluator.

These bargaining unit members are subject to the timelines outlined in Section F.

**ARTICLE 11. REDUCTION IN STAFF**

**A. CAUSE(S)**

When by reason of decreased enrollment, financial reasons, return to duty of regular bargaining unit members after leaves of absence, changing course offerings and selections, or suspension of school or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may, within policies governing the District, make a reasonable

substantiated reduction.

**B. ATTRITION**

The number of bargaining unit members affected by a Reduction In Staff (RIS) will be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign, or are terminated or non-renewed. The employment of replacements for some positions may be necessary in the event that bargaining unit members in the District do not possess the necessary certificate on.

**C. SUSPENSION OF CONTRACTS**

Reductions under this procedure, when unavoidable, will be effectuated at the beginning of the following school year and shall be accomplished through suspension of a bargaining unit member's contract. The Superintendent shall notify the bargaining unit member, in writing, of his/her intention to recommend a contract suspension, at least five (5) days prior to the Board meeting at which the recommendation is to be made. Such notice shall contain the reason for the recommendation. The Superintendent shall notify the bargaining unit member in writing, before June 1st, of the Board action to suspend his/her contract.

**D. NOTIFICATION**

At least thirty (30) days prior to a RIS, the Board shall give written notice to the Association, through its President, of its intent to effect a RIS. Such notice shall contain the reason(s) for the RIS and the positions affected in each building.

**E. NON STATE-SPECIFIC POSITIONS**

The seniority for positions that do not require a specific state license/certificate such as Opportunity Room (In-school restriction) or Career Coordinator will be based upon the calculated district-seniority.

**F. ORDER OF REDUCTION**

In making any such reduction the district shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, with each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations (R.C. 3319.17).

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of the Agreement. Suspension of contracts shall be based on the following:

1. Limited contract bargaining unit members shall be reduced first, by using the following order:
  - a. Certification/Licensure
  - b. Comparable evaluations as defined in this Agreement
  - c. Seniority in the District when evaluations are comparable
2. Continuing contract bargaining unit members may be reduced only after all limited contract

bargaining unit members of the same certification/licensure. Such reduction in the continuing contract staff shall be according to ORC 3319.17, considering:

- a. Certification/Licensure
- b. Comparable evaluations as defined in this Agreement
- c. Seniority in the District when evaluations are comparable

3. Comparability

State law requires teachers to be categorized in one of four categories (i.e., Accomplished, Skilled, Developing or Ineffective) for the 2013-2014 school year and beyond.

- a. Following the 2015-2016 school years, teachers shall be categorized into one of the three (3) categories. Teachers rated Skilled and Accomplished will be considered as one category. Teachers rated Developing and Ineffective will stand alone as individual categories. Comparability shall be based on the cumulative categorization over the applicable three (3) year period, unless the teacher has less than three (3) years' experience, in which case it will be based on the cumulative categorization of the years available (either one or two years) experience.

4. Seniority:

Except as hereinafter provided, "seniority" as used in this Contract shall mean:

Section A

(1) Full-Time:

The total length of service while a member of the bargaining unit with the District, excluding unpaid leaves of absence. The length of service of a bargaining unit member who has returned to employment following any interruption, except a paid or unpaid leave of absence, shall be measured from the date of return. If two (2) or more individuals have the same length of service, seniority shall be determined from the earliest date of actual service in the District. If two (2) or more individuals have the same date of actual service, seniority shall be determined from the date of the Board meeting at which the individuals were hired. If two (2) or more individuals were hired at the same Board meeting, seniority shall be determined by the date of application. If the dates of application are the same, seniority shall be determined by a flip of a coin before two (2) witnesses. Service rendered beyond the regular school day or beyond the regular school year shall not be considered as "service" for the purpose of calculating seniority. No seniority credit shall be adjusted by reason of a standard workday for all members of the bargaining unit of more than seven and one-half (7 1/2) hours or less than six (6) hours, nor for a standard work year of more than 184 days or less than 120 days, except as provided below.

(2) Part-Time:

Seniority credit earned after the effective date of this Contract by regular, part-time members of the bargaining unit who render service of 50% or less of a full contract, will earn ½ year of district seniority. Bargaining unit members who render service greater than 50% of a full

contract will earn 1 year of district seniority. This calculation shall exclude unpaid leaves of absence. Service rendered beyond the regular day or beyond the regular school year shall not be considered as "service" for the purpose of calculating seniority.

- (3) The calculation of seniority in Provisions (1) and (2), above, shall begin on August 25, 1989. All bargaining unit members employed during the 1988-1989 school year and before shall be entitled to full seniority accumulated through the 1988-1989 school year.
- (4) When the seniority of a full-time bargaining unit member and a part-time bargaining unit member has to be determined, the hourly method used in Provision (2), above, shall be used to determine seniority. If that calculation should be the same, then the determination shall be made by a flip of the coin.

#### Section B

- (1) Individuals who are employees on July 1, 1989, and are serving or who have served in an administrative position shall be granted bargaining unit seniority for all years of service in the District, except unpaid leaves of absence.
- (2) Employees hired to administrative positions after July 1, 1989 shall be granted bargaining unit seniority only for time served in the bargaining unit. A "year" shall be defined as actual service in the District of not less than one hundred twenty (120) days within a school year.
- (3) The provisions of this Article shall be governing unless specifically violative of Federal and/or State statutes.

#### **G. PROCEDURE**

1. On or before November 1 of each school year, the Superintendent shall provide the bargaining agent with a Seniority List of all bargaining unit members in the Crestwood Schools in their areas of certification. Bargaining unit members shall be placed on all lists for which they are certified. Positions in the District which require no specific certification and are occupied by bargaining unit members shall be contained in a Seniority List for the positions using the teacher certificate type required to hold the position. As additional certification is obtained, the lists shall automatically be updated until July.

The Association shall submit any corrections in writing to the Superintendent by December 1st. The Superintendent shall have the corrected list reposted by the end of the 2nd grading period. The list shall be considered final after this second posting; except that teaches who are granted continuing contracts during the school year by the Board shall immediately have the change in seniority status reflected in the lists pursuant to Ohio law.

2. Bargaining unit members selected for RIS shall immediately be placed on a RIS List compiled from the Seniority Lists provided for above. Bargaining unit members released shall not appear on this list.
3. The Board shall notify in writing every affected bargaining unit member and the President of the Association of those bargaining unit members being suspended and the recall order. As each person is reemployed, the Board shall notify the Association.

4. A bargaining unit member whose contract was suspended because of staff reduction shall be placed on the Substitute List.
5. Provisions for early retirement shall be made for the bargaining unit member who may wish to do so, consistent with established State retirement policies.

#### **H. RECALL**

1. As positions become available, teachers whose contracts are suspended shall be recalled to a position(s) for which they are properly certified/licensed to teach on the following basis:
  - a. first – teachers having continuing contracts in the reverse order of layoff;
  - b. second – teachers having limited contracts in the reverse order of layoff.
2. If a teacher on the recall list refuses the position offered by the Board for which he/she is certified, his/her recall rights shall be terminated, unless such position is casual substitution or a position of lesser than that vacated.
3. The recall period for continuing contract teachers shall be in accordance with O.R.C. 3319.17. Teachers employed under a limited contract whose contracts are suspended shall be eligible for recall for a period of 25 months.
4. While there are previous bargaining unit members of the District who are unemployed as a result of a RIS and who possess the proper certification to fill any vacancy which may arise, no new teacher(s) shall be hired.
5. The Board shall give written notice of recall by registered or certified letter to the bargaining unit member at the last known address. It shall be the responsibility of each bargaining unit member to notify the Board Treasurer of any change of address.
6. Within ten (10) workdays of the returned certificate of receipt of offer to return to employment, the bargaining unit member shall accept the position by replying in writing, or by phone, or it shall be determined that he/she has declined the position. No new bargaining unit member shall be hired until all bargaining unit members on leave who are certified have been offered an opportunity, in writing, to return to active employment in accordance with this Article. It is the bargaining unit member's responsibility to keep his/her address current with the Treasurer's Office.
7. Bargaining unit members returning to employment after a RIS shall resume their previous contract status, seniority, and fringe benefits.
8. Bargaining unit members on the Recall List who substitute teach in the Crestwood Schools for forty (40) days in the first school year after suspension, shall earn eleven (11) additional months on the Recall List. Upon expiration of recall rights, a limited contract bargaining unit member may, by Board action, be released from his/her contract.
9. A bargaining unit member on suspension of contract due to a RIS shall be eligible for two (2) years of limited contracts, regardless of the multi-year limited contract specified in the agreement for that bargaining unit member. The Board may choose to take no action during the period of suspension, which shall renew the limited contract a maximum of twice.

10. The parties further agree that a bargaining unit member, even though after twenty-four (24) months on suspension, will be released through nonrenewal, said bargaining unit member will be carried on a suspension for the twenty-fifth (25th) month even though said bargaining unit member is without a contract.

## **ARTICLE 12. CRESTWOOD AND LARLHAM SPECIAL EDUCATION CLASSROOMS**

- A. Unless following building schedule, bargaining unit members' schedules at Crestwood and Larlham Special education classrooms shall include a half-hour (1/2) uninterrupted lunch and a fifteen (15) minute break in both the morning and afternoon.
- B.
  1. Bargaining unit members, except for certified, registered and/or medically licensed related service staff, shall not be expected nor required to administer medicines, set flow of G-Tubes or feeding pumps, and administer physical therapy or occupational therapy, or any other medical or nursing procedure except in cases of emergency. The Board shall continue to provide training to bargaining unit members adequate to deal with emergency situations.
  2. The Board agrees to extend RN services to up to one (1) full-time person or equivalent to the extent that such services are reimbursable through the State or other political subdivision or entities.
  3. Current practice connected with the physical handling of students shall be maintained.
- C. When a bargaining unit member is absent, every reasonable effort will be made to find a substitute teacher. If a substitute teacher is not available, the Administrator shall consult with the bargaining unit member and an attempt should be made to include all of the affected students in as much of their regularly scheduled school day as practical. The bargaining unit member shall be reimbursed at the same rate as stated in Article 15 (Substituting) only when total class size exceeds operating standards (currently 8).

## **ARTICLE 13. REQUIRED PHYSICAL EXAMINATION**

- A. When signed documentation is presented to the Administration concerning a bargaining unit member's physical or mental health relative to classroom effectiveness, the Board may, after presenting the member with a copy of the documentation as described below, require said bargaining unit member to have a complete physical, psychiatric, or psychological checkup by a physician, psychiatrist, or licensed psychologist who is mutually acceptable to the bargaining unit member and the Board.

The Administration shall present a copy of the signed documentation to the member not later than the member's second regularly scheduled workday after receipt of the documentation. The Board shall assume the cost of such physical or mental examination.

- B. Except for unusual circumstances, a member of the bargaining unit may not be required to have more than one (1) examination per school year.

**ARTICLE 14. ASSIGNMENTS, VACANCIES, AND TRANSFERS**

**A. ASSIGNMENTS**

Tentative assignments for the following year shall be given by the Principal to current bargaining unit members one (1) week before the end of the school year.

**B. VACANCIES**

1. A vacancy is defined as a newly created position or opening which remains after all existing staff members have been assigned.
2. If a vacancy occurs prior to all existing staff members being assigned, the vacancy will be posted internally for ten (10) days. All internal applicants will be given preference. Preference means the applicant will be granted an interview.
3. No individual teacher will be required to accept an involuntary transfer two (2) consecutive years except in circumstances where the affected teacher is the only one certified/licensed.
4. During the school year, any bargaining unit vacancies will be posted for at least ten (10) days in the faculty workroom of each building. Each posting will indicate a closing date.
5. During the summer, notification that bargaining unit vacancies exist will be printed on paychecks. No postings in buildings are needed during the summer.
6. Current bargaining unit vacancies can be obtained at any time by calling the Superintendent's Office during normal working hours.
7. A bargaining unit member who begins the school year as a substitute in a permanent position for which it is known prior to the school year that the previous teacher will not be returning during the school year, that substitute shall receive pay at the appropriate salary schedule level retroactive to the first day of work, if the Board, upon taking action on the appointment, hires said bargaining unit member for that position for the entire school year.

**C. VOLUNTARY OR INVOLUNTARY TRANSFER**

1. Authority to initiate and to accomplish the voluntary or involuntary transfer of bargaining unit members is specifically vested in the Superintendent. Requests by bargaining unit members will be made in writing to the Principal and a copy given to the Superintendent. Requests must be accompanied by supportive data and reasons. Efforts shall be made to protect the personal preferences and wishes of the individual. The Principal or other personnel in supervisory or advisory capacities will be consulted and the interests of the school will be considered; however,



public interest must supersede the privileges of District employees, and the requirements of the District must supersede those of a specific school.

2. No individual teacher will be required to accept an involuntary transfer two (2) consecutive years except in circumstances where affected teacher is the only one certified/licensed.
3. Any bargaining unit member who is transferred without his/her consent or is denied a requested voluntary transfer, will be supplied with written reasons for the denial by the Superintendent for the action.

#### **ARTICLE 15. SUBSTITUTING**

- A. Bargaining unit members who are asked to substitute during their planning period shall have the option of accepting or rejecting such a request except in cases of emergency. Rejection of a request to substitute during a planning period shall not be held against that bargaining unit member.
- B. Any bargaining unit member(s) who agree(s) to cover or split a class period for an absent bargaining unit member due to the unavailability of a qualified substitute shall be paid Fifteen Dollars (\$15.00) per additional class period. In the event the block of time is not a class period, the time covered will be prorated to the nearest quarter hour. Bargaining unit members who split a class period shall split the above amount. If an administrator assigns a bargaining unit member to cover a class period, it shall be assigned on a rotating basis. Sending students to study hall or the library as a solution to the above situation will only be used as a last resort. When a substitute teacher is unavailable for an Elementary teacher and that class is equally dispersed among the grade level for the day, the affected teachers shall split the substitute rate.
- C. Payment shall be made at the next regularly scheduled pay period for substitutes if the proper paperwork has been completed (Appendix F).

#### **ARTICLE 16. INSTRUCTIONAL POLICIES AND FACILITIES**

- A. Bargaining unit members and Administrators involved shall make evaluations and decisions on all new instructional materials and/or programs under the direction of the designated Central Office Supervisor.
- B. Upon request, and at a mutually agreed upon time, the Superintendent or his/her designee, a Board member, and interested faculty shall meet to discuss matters of professional concern to the Crestwood Local School District.
- C. The Board shall continue to make available in each school, adequate lunchroom, restroom, and lavatory facilities for bargaining unit member use, and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. If, however, there is a need for more

classroom space, the Board shall have the right to use such workroom(s) as classroom space for the period required.

- D. Bargaining unit members shall have the right to provide the Administration with suggestions regarding the ordering of classroom materials and instructional supplies.

## **ARTICLE 17. TEACHER CONTRACTS**

### **A. PLACEMENT ON SALARY SCHEDULE**

1. Placement on the salary schedule will be determined by prior documented experience, up to and including 10 years, but may exceed 10 years with Superintendent recommendation.
2. Active Crestwood administrators given a teaching position will be credited their completed teaching and administrative experience, up to fifteen (15) years for the purposes of salary. Additional credit may be given with Board approval. This additional credit will not exceed the individuals' total teaching and administrative experience. This item will take effect on July 1, 2013 and will not be retroactive.
3. Full credit for military service will be granted up to five (5) years' experience.

### **B. LIMITED CONTRACTS**

1. Upon employment, a member of the bargaining unit being ineligible for a continuing contract shall be issued limited contracts in the following order: No more than three (3) one-year limited contracts; three (3) two-year limited contracts; and, thereafter, three-year limited contracts until eligibility for a continuing contract or a multi-year contract would exceed the retirement age as stated in Ohio Revised Code 3307.37.
2. Bargaining unit members currently employed and ineligible for continuing contracts will, at the expiration of their current contract, receive the appropriate multi-year contract as determined by their number of years of experience in relation to the number of years stated above.
3. Probationary Contract
  - a. The Board may, at the end of any limited contract, consistent with administrative recommendation, issue a one-year limited (probationary) contract. The bargaining unit member receiving a probationary contract shall have been evaluated in accordance with the evaluation procedures of this Agreement, and receive documented areas for improvement as determined by the bargaining unit member's Supervisor (Appendix C).
  - b. Such probationary contract shall list goals and objectives for improvement. A committee of Administrator(s) and bargaining unit members shall be established to assist the bargaining unit member working under such a probationary contract. The Administrator(s) on this committee shall be selected by the Superintendent; a like number of bargaining unit

member(s) shall be selected by the affected bargaining unit member. At the end of this probationary contract, the bargaining unit member's next contract shall be in accordance with B.2 above.

### C. CONTINUING CONTRACTS

1. The Board shall enter into written contracts for the employment and reemployment of all teachers. If the Board authorizes compensation in addition to the base salary stated in the teachers' salary schedule, for the performance of duties by a bargaining unit member which are in addition to the bargaining unit member's regular teaching duties, it shall enter into a supplemental written contract with each bargaining unit member who is to perform additional duties. Such supplemental written contracts shall be limited contracts. Such written contracts and supplemental written contracts shall set forth bargaining unit member's duties, and shall specify the salaries and compensation to be paid for regular teaching duties and additional teaching duties, respectively; either or both of which may be increased but not diminished during the term for which the contract is made, except as provided in Ohio Revised Code 3319.12.

If the Board adopts a motion or resolution to employ a bargaining unit member under a limited or continuing contract and the bargaining unit member accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

Bargaining unit members must be paid for all time lost, when the schools in which they are employed are closed due to an epidemic or other public calamity, and for time lost due to illness or otherwise, for not less than five (5) days annually, as authorized by regulations which each Board shall adopt.

Contracts for employment of teachers shall be of two (2) types: limited contracts and continuing contracts. A limited contract is a contract for such term as authorized by Ohio Revised Code 3319.08, and for a term not to exceed five (5) years. A continuing contract is a contract authorized by Ohio Revised Code 3319.08 which shall remain in effect until the bargaining unit member resigns, elects to retire, or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to the following:

- a. Any teacher holding a professional or permanent certificate.
- b. Any teacher holding a professional educator license who has completed the applicable one of the following:
  - (1) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

- (2) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.
2. Bargaining unit members eligible for continuing contract status shall be those bargaining unit members qualified as described above, who, within the last five (5) years, have taught for at least three (3) years in the District; and those bargaining unit members who, having attained continuing contract status elsewhere, have served two (2) years in the District, but the Board, upon recommendation of the Superintendent, may, at the time of employment or any time within such two-year period, declare any of the latter bargaining unit members eligible. In addition to the foregoing requirements, for those teachers licensed after January 1, 2011, such teachers must have taught for at least seven (7) years.

Bargaining unit members who will qualify for continuing contract status must send a letter to the Superintendent and copied to their Principal on or before March 1 stating their eligibility. Also by March 1, bargaining unit members must provide official documenting transcripts and licenses/certificates to the Superintendent's office. Continuing contract status can only be awarded upon the expiration of the bargaining unit member's current teaching contract.

Upon recommendation of the Superintendent that a bargaining unit member eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such bargaining unit member unless the Board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such bargaining unit member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years, provided that written notice of the intention to make such recommendation has been given to the bargaining unit member, with reasons directed at the professional improvement of the bargaining unit member, on or before the first (1<sup>st</sup>) day of June and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the bargaining unit member on or before the first (1<sup>st</sup>) day of June; but, upon subsequent reemployment, only a continuing contract may be entered into. If the Board does not give such bargaining unit member written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the first (1<sup>st</sup>) day of June, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the bargaining unit member on or before the first (1<sup>st</sup>) day of June, such bargaining unit member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. 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 fifteenth (15<sup>th</sup>) day of June and a continuing contract shall be executed accordingly.

A bargaining unit member eligible for continuing contract status employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such

limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule; unless the Board, acting on the Superintendent's recommendation as to whether or not the bargaining unit member should be reemployed, gives such bargaining unit member written notice of its intention not to reemploy him/her on or before the first (1<sup>st</sup>) day of June. 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 fifteenth (15) day of June and a continuing contract shall be executed accordingly.

A limited contract may be entered into by the Board with each bargaining unit member who has not been in the employ of the Board for at least three (3) years; and shall be entered into, regardless of length of previous employment, with each bargaining unit member employed by the Board who holds a provisional or temporary certificate or the proper licensure. Any bargaining unit member employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the salary schedule; unless the Board, acting on the Superintendent's recommendation as to whether or not the bargaining unit member should be reemployed, gives such bargaining unit member written notice of its intention not to reemploy him/her on or before the first (1<sup>st</sup>) day of June. Such bargaining unit member is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the fifteenth (15) day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of such bargaining unit member.

The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such bargaining unit member a written notice pursuant to this Section, shall not prejudice or prevent a bargaining unit member from being reemployed under either a limited or a continuing contract, as the case may be, under provisions of this Section. (Ohio Revised Code 3319.11)

#### **D. HIGHLY QUALIFIED STATUS**

As of July 1, 2006 anyone who is not "highly qualified" as defined by Federal law in their current position has 12 months to become so. Any bargaining unit member who is transferred or moved by a RIS into a position for which they are not "highly qualified", will be given up to 15 months to obtain the status of highly qualified. In the case of district re-structuring Administration may inform a member of the bargaining unit a year in advance of a change in their teaching position. The bargaining unit member will be given up to 15 months after notification of the change in position to become highly qualified. The district will assist the bargaining unit member by providing in-house or otherwise approved training opportunities at the district's cost. If the bargaining unit member opts to take credit courses, outside workshops or other alternate opportunities, it shall be at his/her cost. This shall not exclude him/her from using the tuition reimbursement program for these purposes (Article 26 – Professional Development Program). Failure to comply may result in loss of employment.

**E. SUPPLEMENTAL CONTRACTS**

1. Supplemental contracts will be issued for assigned paid supplementary duties. All supplemental contracts (Appendix I) shall be limited contracts and shall be issued prior to the start of the assignment, and shall not exceed one (1) contract year.
2. Each supplemental contract shall state the following: All supplemental contracts shall automatically expire at the end of each said contract. The Board shall not be required to nonrenew and provide notice requirements under ORC 3319.11 for supplemental contracts.
3. The number of individuals in each supplemental contract shall be determined by the Superintendent.
4. Each candidate shall 1) meet the minimum certification and training requirements set forth in Ohio Administrative Code Section 3301-27-01, 2) have successful experience, 3) have appropriate knowledge of the activity and 4) have compatibility with the position requested.
5. Vacant or newly created supplemental positions will be posted as set forth in Article 14, Sections B-2, 3 and 4. Candidates shall be accorded interviews with the building principal and the Athletic Director, who shall jointly recommend a candidate to the Superintendent after evaluating each candidate's qualifications based upon the criteria set forth in Section 4 above. Other criteria may not be substituted for those listed in Section 4 and the filling of vacancies shall be neither arbitrary nor capricious. The Superintendent shall consider the recommendations of the principal and the Athletic Director when making his/her recommendations to the Board. All internal candidates shall be interviewed before any external candidates are interviewed. An internal candidate with qualifications relatively equal to or better than those of an outside candidate shall be awarded the position.
6. Once the Board of Education hires a certified bargaining unit member to fill a supplemental position, that person will have priority for the same supplemental position, as long as the person receives a favorable evaluation by the principal and/or the Athletic Director, and the Board offers that person another contract. Subject to the foregoing, only new or vacant supplemental positions need to be posted.

Priority for any future supplemental contract may be lost as the result of serious ethical and/or safety infractions occurring with student participants before, during or after the end of the supplemental contract period.

The terms of this section shall include persons hired to fill supplemental duties during the 1999-2000 school year and beyond.

\*Mentors are exempted from this section

- F.** Limited, Continuing and Supplemental Contract Forms, and Salary Notice Forms are attached as Appendices G, H, I, and J.

## **ARTICLE 18. EMPLOYMENT OF RETIRED TEACHERS**

- A.** The rehire of retired teachers will not exceed 6% of the total bargaining membership. No more than half can be hired outside the district.
- B.** The board will provide the re-employed teacher with the same health insurance benefits as provided to other employed teachers.
- C.** At the discretion of the Board of Education, the re-employed teacher will be placed on the salary schedule up to a minimum of step 1 and a maximum of step 3. The board will also have the discretion to place the re-employed teacher at Masters Plus Zero column or below.
- D.** Rehired teachers shall not be eligible for continuing contracts and are restricted to limited contracts of employment. The contract will be for one year and is automatically non renewed at the conclusion of that year without the need for compliance with ORC sections 3319.11 and 3319.111. The re-employed teacher will be advanced one year on the salary schedule for each year of employment service in the district.
- E.** The re-employed teacher shall commence employment with zero (0) days of accumulated sick leave. The re-employed teacher is eligible to accumulate sick leave commencing with the first year of re-employment.
- F.** Re-employed teachers are not eligible to participate in any retirement incentive program.
- G.** Seniority of retired teachers newly rehired by the Board of Education will be zero (0) upon such employment and will not accumulate any seniority.
- H.** In the event of a reduction in force (RIS), the re-employed teacher will not have any bumping rights. The recall of teachers due to RIS will supersede the rehire of retired teachers.
- I.** Re-employment of retired teachers will not jeopardize the continuation of existing academic programs nor result in the reduction in force of staff employed at the commencement of each such re-employment contract.
- J.** Subject to these provisions, re-employed teachers are part of the bargaining unit.

## **ARTICLE 19. LEAVES OF ABSENCE**

### **SECTION I. PAID LEAVES**

#### **A. SICK LEAVE**

- 1. All members of the bargaining unit shall be entitled to one and one-fourth (1 1/4) Sick Leave days for each month of service, or fifteen (15) days for the school year, cumulative without limit.

2. All members of the bargaining unit shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced Sick Leave days so no loss in pay results. Should the member of the bargaining unit leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.
3. Sick Leave days may be used for the following reasons:
  - a. Personal illness
  - b. Personal injury
  - c. Exposure to contagious disease which could be communicated to others.
  - d. Pregnancy and post-pregnancy recovery
  - e. Illness, injury, or death in the bargaining unit member's immediate family. "Immediate family" includes any resident in the bargaining unit member's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or daughter-in-law, brother- or sister-in-law, stepparent, foster and stepchildren, and grandparents. Additions to this list may be approved by the Superintendent.
4. If an absence exceeds five (5) consecutive days, the bargaining unit member shall be required to provide documentation of the reason for the absence (e.g., a doctor's note, obituary, etc.)
5. Each member of the bargaining unit shall receive at least monthly notification of unused Sick Leave.
6. The Board of Education may require members of the bargaining unit to submit to a health examination, at the expense of the Board, under ORC 3313.71 and Article 13 (Required Physical Examination) of this Agreement. The parties may agree, however, to substitute a statement of condition of the employee by the employee's personal physician, at the employee's expense.
7. Any bargaining unit member may use Sick Leave or advancements thereof for absence due to disability caused by or contributed to by pregnancy, miscarriage, abortion, child-birth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). The bargaining unit member may be entitled to the use of up to thirty (30) days of accumulated Sick Leave after childbirth for the purpose of recuperation. During the summer, after childbirth, the bargaining unit member shall count 30 weekdays following the birth, excluding Saturdays, Sundays and legal holidays, of leave. If any part of the 30 days extends into the school year, the bargaining unit member may use accumulated sick leave to complete the 30 days. Use of Sick Leave beyond the thirty (30) day period shall require a letter, signed by the bargaining unit member's



physician, verifying the time period of the disability. Maternity Leave may be used in lieu of Sick Leave either before or after the period of disability.

8. See form: Appendix K

## **B. PERSONAL LEAVE**

1. Requests for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence. However, in the case of emergency, requests shall be made as far in advance as possible. A bargaining unit member who has made a timely request shall be notified in advance of the commencement of personal leave when the leave is being denied.
  - a. Unrestricted:

Each bargaining unit member shall be granted, upon request, three (3) noncumulative personal days per contract year. These days shall be unrestrictive so that by the bargaining unit member checking the appropriate box on the leave form (Appendix K), the leave will be granted.
  - b. Restricted:

If personal leave is requested for a time after May 1, the leave must be approved by the Superintendent. Should a leave requested under this paragraph be denied, the request may be reconsidered at a meeting between Association representatives and the Superintendent.
2. No more than fifteen percent (15%) of the certificated employees shall be granted Personal Leave on any one (1) day, and no more than ten percent (10%) of the certificated employees shall be granted personal leave on Mondays and Fridays, except for extenuating circumstances. No individual may use more than one personal day on a waiver day per school year. Requests for exceptions must be made through the Superintendent.
3. Personal days shall not be used for vacation and, except for clearly outlined emergencies, shall not be used the day before or the day after the following holidays: Labor Day, NEOEA day, Thanksgiving Break, Winter Break, Martin Luther King Day, Presidents' Day, Easter Break, Spring Break and Memorial Day.
4. Personal Leave shall not be used for gainful employment. "Gainful employment" shall mean where the bargaining unit member receives direct compensation from an employer for the specific time worked.
5. The Superintendent may, at his/her discretion, grant Personal Leave for extenuating circumstances.
6. Any unused personal days incurred over the school year, will be transferred to sick days the subsequent school year. This will include whole and half day personal leave.

7. In an attempt to assure a high level of regular teacher instruction, any bargaining unit member who maintains perfect attendance, which is defined as the use of no sick or personal leave during any quarter of the school year, will receive One Hundred Dollars (\$100.00). Maximum total will be Four Hundred Dollars (\$400.00) for maintaining perfect attendance for all four (4) quarters. A quarter is defined as the beginning and end of a nine (9) week grading period as defined by the district calendar. Payment of the One Hundred Dollars (\$100.00) will be issued to the bargaining unit member in the next pay period following the end of the quarter.
8. Bargaining unit members must be on active pay status (not on any leave) in order to qualify for attendance pay incentives.
9. Bargaining unit members holding a contract of 50% or less for a school year will only qualify for half (1/2) of all of quarterly perfect attendance incentive bonuses if achieved.

**C. COMPULSORY LEAVE**

1. Release time shall be granted for substantiated and required appearances in court. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the bargaining unit member, in order to get regular pay for time released.
2. See form: Appendix K

**D. PROFESSIONAL DAYS**

1. Employees may request Professional Leave for purposes of attending workshops, conventions, or other types of meetings designed to improve professional performance.
2. Requests to attend professional meetings shall be forwarded on the proper form through the Administrative Office designated on the form attached as Appendix K. It is possible that more than one (1) member of the bargaining unit may attend the same workshops, conventions, and other types of meetings.
3. The Board shall reimburse according to the Staff Development Opportunities Schedule for food, lodging, transportation, and other fees incurred with the activity and meeting, if the attendance is approved. The Professional Leave request shall be submitted far enough in advance in order to allow all necessary approvals to be made prior to the intended absence from duty.
4. Claims for reimbursement of expenses for Professional Leave shall include receipts for lodging, road tolls, registration fees, transportation receipts if tickets were purchased, and signed vouchers for other expenses incurred on the trip.
5. Leave for the OEA Representative Assembly will be granted to delegates and alternates and is appropriate under this leave. However, the Board's only obligation shall be to provide release time. No other expenses other than a substitute, if necessary, will be paid by the Board.

**E. JURY DUTY LEAVE**

1. The Board will pay for time lost during any workday (Monday through Friday) to any bargaining unit member for the purpose of serving Municipal, County, State, or Federal jury duty on the following basis:
  - a. Bargaining unit member must report on the next regular workday to the Superintendent or his/her designee his/her receipt of notice to appear for jury duty.
  - b. Bargaining unit member will work any part of the day so long as there is at least one-half (1/2) of the school day remaining, exclusive of travel time.
  - c. The Board will pay a bargaining unit member his/her usual wage and the employee shall deposit his/her jury duty pay with the Treasurer within three (3) workdays of receipt.
2. See form: Appendix K

**F. PHYSICAL ASSAULT LEAVE**

1. If a member of the bargaining unit is physically assaulted during the course of his/her employment, paid Assault Leave will be granted for the time missed directly related to injuries sustained from the assault, up to thirty (30) workdays, and such will not be deducted from any other leave.
2. If there is any question by the Board or the Administration about the length of the leave, the Board may invoke Article 13 (Required Physical Examination) and the decision of that doctor shall be controlling.
3. See form: Appendix K

**G. WORKERS' COMPENSATION**

If a bargaining unit member is injured on the job, he/she must follow the Workers' Compensation laws of Ohio. An employee who is injured on the job should 1) immediately notify his or her supervisor, 2) obtain and fill out a school accident form from his or her immediate supervisor and 3) obtain procedures for receiving workers' compensation benefits.

**SECTION II. UNPAID LEAVES**

**A. CHILD CARE/MATERNITY/PATERNITY LEAVE**

1. Definitions:

Maternity Leave is absence from school, without pay, by a member of the bargaining unit who is pregnant or has already given birth. Paternity Leave is absence from school, without pay, by

a member of the bargaining unit whose spouse has given birth. Child Care Leave is absence from school, without pay, by a member of the bargaining unit who is the parent of a natural born or adopted child less than four (4) years of age, or for an extended physical or mental illness or handicap.

2. Length of Leave:

A bargaining unit member who is pregnant or adopting a child less than four (4) years of age may request and shall be entitled to a leave of absence, without pay, for maternity or child care reasons, to begin any time during pregnancy; or, in the case of adoption, the receipt of custody. Such leave shall be for up to the remainder of the current semester and one (1) additional semester if leave begins in the first semester (two (2) semesters total). Leave shall be granted for two (2) additional semesters if the leave begins in the second semester (three (3) semesters total).

3. Application for Leave:

Application for Maternity/Paternity/Child Care Leave shall be filed on the Leave of Absence Form in the Superintendent's Office 30 days prior to use of said leave.

In the case of adoption, notification will be given as soon as the bargaining unit member is advised of child placement date. Notification shall include the date upon which the leave of absence is to commence and the term of the leave of absence.

In the case of miscarriage or abortion, the bargaining unit member shall be entitled to reinstatement at the beginning of the next grading period.

4. Rights While On Leave:

Any bargaining unit member on Maternity/Paternity/Child Care Leave shall be entitled to request in writing to the Treasurer, and receive the right, to continue to be covered by insurance for hospitalization, surgical benefits, major medical, and/or dental, provided that the bargaining unit member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the bargaining unit member upon termination of leave.

5. The bargaining unit member shall submit, in writing to the Superintendent, notification of his/her intent to return to teaching at the beginning of the school year not later than April 1<sup>st</sup>. The bargaining unit member shall be entitled to reinstatement at the expiration of the leave to the general level training assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate otherwise or the job is combined or eliminated.

6. A male member of the bargaining unit shall have the right to receive Paternity Leave or Child Care Leave as specified in this Article, when his spouse has a child or his family adopts a child or if the child is physically or mentally ill or handicapped. The leave shall commence upon receipt by the Superintendent of verification in writing by the spouse's physician that the period

of the spouse's disability has terminated, or that as specified in Item 4 (Application for Leave), above.

7. If a bargaining unit member is on an approved leave of absence and is not available for his/her performance to be evaluated as per Article 10 (Evaluation), he/she shall not be eligible for consideration for a continuing contract during that school year.
8. See form: Appendix K

**B. LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT**

1. In accordance with all the provisions of Ohio Revised Codes 3319.13 and 3319.13.1, a member of the bargaining unit who has completed five (5) years of service, and with the permission of the Superintendent and the Board, may be granted a leave of absence without pay for one (1) or two (2) semesters, subject to the following restrictions:
  - a. Bargaining unit member must present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission; and at the conclusion of the leave, provide evidence that the plan was followed.
  - b. Not more than five percent (5%) of the bargaining unit members will be granted such leave at one time.
  - c. A leave will be for one (1) year only.
  - d. Upon expiration of the leave of absence, the bargaining unit member will be placed in the same contract and same general level assignment as was held immediately prior to leave unless shifts in pupil enrollment dictate otherwise or the job is combined or eliminated.
  - e. Any bargaining unit member who is out on a leave of absence and wishes to return at the beginning of the school year shall notify the Superintendent of such intention not later than April 1.

**C. FAMILY AND MEDICAL LEAVE ACT**

According to the Family and Medical Leave Act (FMLA), a bargaining unit member may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child, or the placement of an adoption or foster care child with the bargaining unit member, or for care of a spouse, child or parent who has a serious health condition. During such leave, the bargaining unit member will be entitled to continuation of health benefits with the same level of Board contribution as exists during the work time. To the extent a bargaining unit member receives pay under this article, such time in pay status shall be credited against the twelve (12) week leave period. To qualify for use of the leave for care of a spouse, child or parent, the bargaining unit member must submit certification satisfactory to the Board. To be eligible for leave under this Section, the employee must have worked at least one thousand two hundred fifty (1,250) hours in the prior twelve (12) month period.

For purposes of this Section, the prior twelve (12) month period is considered to be the prior school year.

**D. SPECIAL UNPAID LEAVE**

The Superintendent may, at his/her discretion, grant Unpaid Leave of up to 10 days for extenuating circumstances.

**ARTICLE 20. STAFF DEVELOPMENT OPPORTUNITIES**

A. In recognition of its responsibility for providing bargaining unit members with an opportunity for professional growth, the Board has established the following regulations governing bargaining unit members' attendance and/or participation in programs designed to further the professional growth of its participants.

**B. CATEGORY A**

1. Where a bargaining unit member has been invited to serve in an official capacity at a State or National professional meeting.
2. Where a bargaining unit member has been directed by the Local Superintendent to attend a professional meeting.
3. The Board's obligation is to:
  - a. Provide and pay for substitute.
  - b. Pay expenses in the amount of the IRS-approved rate per mile for automobile travel, not to exceed five hundred (500) miles.
  - c. Pay for bus, train, or plane fare, whichever is judged as the most satisfactory means of transportation.
  - d. Pay actual cost of food and lodging.

**C. CATEGORY B**

1. Where attendance is designed to benefit the bargaining unit member and through this, INDIRECTLY, the School District, but where the School Administration has not specifically requested this attendance.
2. The Board's obligation is to:
  - a. Pay for substitute.

- b. Pay expenses in the amount of the IRS-approved rate per mile for automobile travel, not to exceed five hundred (500) miles.
- c. Pay actual amount of room not to exceed Forty Dollars (\$40.00) per day and actual food not to exceed Twenty Dollars (\$20.00) per day.

**D. CATEGORY C**

- 1. Where attendance is an act of individual professional interest, or when attendance is a result of the bargaining unit member's position as an elected State-wide officer of any educational organization.
- 2. The Board of Education will provide release time and pay for the substitute, if needed.

**E. REQUESTS**

All requests for attending meetings, conferences, workshops, etc., are subject to the following requirements:

- 1. The form required and provided by the Board must be completed by the bargaining unit member requesting leave from regular duty.
- 2. Approval of the Superintendent and/or his/her designee must be granted.
- 3. Evidence of the meeting to be attended must be presented with the request form.
- 4. Receipts covering costs incurred while attending meetings must be presented to the Superintendent's Office before the bargaining unit member may be reimbursed for his/her expenses.
- 5. All requests are subject to the final approval of the Superintendent.

**ARTICLE 21. INSURANCE**

**A. HOSPITAL/SURGICAL/MAJOR MEDICAL INSURANCE COVERAGE**

- 1. The Board shall provide Hospital, Surgical, and Major Medical Insurance coverage for each member of the bargaining unit and his/her family. The specifications for the coverage shall be no less than those contained in the Plan administered through the Portage County Schools' Insurance Consortium by Benefit Services, Inc., as of the beginning date of this Contract.
- 2. As of July 1, 2016 bargaining unit members will pay 10% of the yearly medical, dental and prescription cost for single or family coverage for the 2016-2017 school year, 11% for the 2017-2018 school year and 11% for the 2018-2019 school year.

3. A Section 125 Plan (Flexible Spending Plan) will be available to all bargaining unit members.
  - a. Premium contributions will be deducted from paychecks pre-tax as allowed by the 125 Plan A, if authorized by the bargaining unit member.
  - b. Any employee wishing to participate in the medical spending account and the dependent care account will pay the monthly fee assessed by the plan. The Board will not cover the expense of participating in both plans. If there are not enough participants interested to meet the minimum cost, the option of belonging to both plans will be withdrawn until enough people wish to participate.
4. A Health Reimbursement Account (HRA) will be offered to bargaining unit members who participate in the Vitality program. Refer to Appendix L – HRA.
5. Open Enrollment

Open enrollment will occur during the month of September with coverage becoming effective on October 1<sup>st</sup>. Open enrollment is available to employees who initially did not enroll in the health care plan and for Employees and/or Dependents that did not enroll at the time that a special enrollment occurred.

**B. COMPREHENSIVE HOSPITALIZATION AND MAJOR MEDICAL INSURANCE PROGRAM**

Effective January 1, 1996, the Board shall offer a Comprehensive Hospitalization and Major Medical Insurance Program for members of the bargaining unit no less than the specifications in Appendix L.

1. As part of this Program, the employee is responsible for out-of-pocket expenses as per the Insurance Plan.
2. The Plan as administered will have a maximum out-of-pocket of One Thousand/Two Thousand Dollars (\$1,000.00/\$2,000.00) in network and Two Thousand/Four Thousand Dollars (\$2,000.00/\$4,000.00) out of network.

**C. PRESCRIPTION DRUG INSURANCE**

The Board shall provide a Prescription Drug Insurance Plan, no less than the specifications in Appendix L, 3-tier plan as follows:

(generic/formulary/non-formulary)	\$10/\$15/\$30 Drug store
	\$20/\$30/\$60 Mail order 90-day supply

**D. DENTAL INSURANCE COVERAGE**

The Board shall provide single or family dental coverage for each member. Employees may elect dental coverage.



**E. LIFE INSURANCE COVERAGE**

The Board shall pay one hundred percent (100%) of the premium for Twenty-Five Thousand Dollar (\$25,000) of Group Term Life Insurance coverage for each member of the bargaining unit, with the provisions that members of the bargaining unit under this policy may purchase additional insurance by requesting the amount desired in writing and having the additional cost deducted, equally, from each paycheck.

**F. VISION INSURANCE COVERAGE**

The Board shall pay fifty-one percent (51%) of the premium for Vision insurance coverage for each member of the bargaining unit and his/her family if that bargaining unit member so elects coverage. The plan for this coverage will be no less than the specifications in Appendix L.

**G. INSURANCE COVERAGE**

Insurance benefits shall continue after retirement for either a maximum of 30 days or until STRS or other benefits begin, whichever is earlier.

**ARTICLE 22. PAYROLL**

**A. PAY PERIODS**

Each member of the bargaining unit shall be paid every two (2) weeks in equal installments by direct deposit during the twelve-month year of the Agreement.

**B.** Deductions from salary for days docked will be prorated over the remaining pay periods in a school year if the deductions would exceed twenty-five percent (25%) of a paycheck.

**C.** During the summer, pay receipts will be sent to one (1) address of the bargaining unit member's choosing, at Board expense unless member has selected e-mail notification of payment. The bargaining unit member shall supply a self-addressed envelope if his/her pay receipt is to go to other than his/her regular address.

**D. ADDITIONAL TRAINING**

1. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:
  - a. Academic work is completed satisfactorily.
  - b. Academic work provides sufficient semester hours to qualify for the next column on the salary schedule.

- c. Submission of an unofficial transcript (hard copy) has been received at the Board Office no more than fourteen (14) calendar days after the beginning of the first or second semester.
- d. Above criteria are based on the eventual receipt of official transcript. The intent is not to penalize the bargaining unit member because of normal delays by the university.
- e. It is understood that second semester raises will only apply to the remaining days of the school year and may not be retroactive.

## **ARTICLE 23. PAYROLL DEDUCTIONS**

### **A. CREDIT UNION DEDUCTIONS**

The Board will accommodate bargaining unit members requesting deductions for payment to the Akron Teachers Credit Union. The Association will provide Payroll Deduction Authorization Forms. Money deducted will be forwarded to the Credit Union within five (5) days of a deduction.

### **B. STRS DEDUCTIONS**

Deductions for the bargaining unit member's share of STRS (State Teachers Retirement System) shall be made equally from all biweekly paychecks.

Bargaining unit members shall be entitled to purchase earned service credit through payroll deduction.

### **C. PROFESSIONAL ASSOCIATION DUES**

#### **1. Association Dues Deduction**

- a. It shall be the duty of the Association to present the Board Treasurer with written authorization for dues from its members and the Board Treasurer will deduct the amount in equal deductions from the second paycheck each month beginning in October and ending in August. Deductions shall continue automatically, unless withdrawn. Withdrawal of authorization for CEA dues must be in writing to the Association and the Board between August 1-September 1.

If the deduction is not withdrawn, the Association shall give, in writing to the Board Treasurer and the bargaining unit member, no later than September 30, the amount to be deducted that school year. The Board Treasurer shall forward to the Association Treasurer, a check for the amount deducted from each pay within ten (10) days of the deductions.

- b. Persons who are currently on payroll deduction for Association dues are permitted to obtain payroll deduction at any time during the school year. The deduction authorization must be submitted at least ten (10) working days prior to the second paycheck in a month,

and will be equally divided over the remaining second paychecks of each month for that school year.

- c. There shall be payroll deduction for FCPE (Fund for Children and Public Education) for those members who choose.
- d. There shall be annuity deduction for those members who choose.

**D. FAIR SHARE FEE**

The following Fair Share Fee language shall apply to all bargaining unit members hired after June 30, 1989. For all current bargaining unit members, the Fair Share Fee provisions of the 1986-1989 Master Agreement shall apply.

1. Payroll Deduction of Fair Share Fee:

The Board 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 Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee:

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about October 15th of each year during the term of this Contract for the purpose of determining the amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deduction

a. 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 15th, annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- (1) Sixty (60) days employment in a bargaining unit position; or
- (2) January 15th.

b. Upon Termination of Membership During the Membership Year:

The Treasurer of the Board shall, upon written notification from the Association 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.

4. Transmittal of Deductions:

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

5. Procedure for Rebates:

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the ORC, 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 Association, 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 the State of Ohio.

6. Entitlement to Rebate:

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal rebate procedure adopted by the Association.

7. Indemnification of Employer:

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed.
- b. The Board agrees to: (1) give full cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- c. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

8. All payroll deductions shall be made without cost to bargaining unit members of the Crestwood Education Association.

**ARTICLE 24. SEVERANCE PAY**

- A. A current bargaining unit member of the Crestwood Local School District, upon retirement from active service under provisions of the appropriate public employees' retirement system, shall receive severance pay under the following plan:

1. An employee of the Crestwood Local School District shall receive severance pay equal to twenty-five percent (25%) of the number of days accumulated at the daily rate of pay at the time of retirement to sixty-seven (67) days in 2016-2017 school year, sixty-eight (68) days in the 2017-2018 school year, and sixty-nine (69) in the 2018-2019 school year.

Please note: In order for a bargaining unit member to receive sixty-seven (67) days of severance pay for the 2016-2017 school year they must have two hundred sixty-eight (268) sick days accumulated. For the 2017-2018 school year two hundred seventy-two (272) sick days must be accumulated and for the 2018-2019 school year two hundred seventy-six (276) sick days must be accumulated.

2. Daily rate shall be determined by dividing the annual salary by the number of days worked.
3. For those retirees 55 years and older, payment shall be made into the employer's 403(b) annuity for purposes of sheltering their severance pay. For those retirees under the age of 55, they as a group, must unanimously agree to be covered by the plan. If they do not unanimously agree, individuals may choose to shelter their severance through their employee 457 or 403(b) plan as long as they meet the requirements under IRS. Otherwise, their severance pay shall be paid out upon evidence of their retirement.
4. The above payments shall be exempted from deductions except as provided by law.
5. Collection of severance pay eliminates all present accrued but unused Sick Leave.
6. Any bargaining unit member at least 50 years of age who leaves the employment of the District with at least 25 years of service, the last 10 years served in Crestwood, who does not become employed in a state retirement position between the time of leaving Crestwood employment and retirement, is eligible for severance pay on the date the person receives the first retirement check from STRS, so long as the STRS check is received not later than 36 months from the date the person left the employment of the District.

- B. For any member of the bargaining unit who will become eligible to retire the subsequent school year, he/she may request, and shall be granted, an unpaid leave of absence from the beginning of the school year until the date eligible for retirement in order to retain employment status. Any member of the bargaining unit on said leave shall be permitted to continue any or all fringe benefits during the leave so long as the bargaining unit member pays to the Board Treasurer the actual prorated cost of the fringe benefit(s).

**ARTICLE 25. ASSOCIATION RIGHTS AND SECURITY**

**A. GENERAL ASSOCIATION RIGHTS**

1. The Association President shall be provided with one (1) copy of the Board meeting agenda prior to each Board meeting and other such non-confidential materials as are provided to the Board, at the same time as sent to the Board, including newsletters, news releases, etc. These materials will be collected by the Board Treasurer and may be picked up at the Treasurer's Office, or sent through the school mail when practical. The Association President shall be provided with ten (10) copies of the unofficial Board minutes delivered through the school mail.
2. The Association or its representatives shall have the opportunity to participate in initial orientation of new bargaining unit members so long as the Association continues to be recognized as the sole and exclusive representative of the bargaining unit members, and any organization competing for such representation shall be excluded from New Teacher Orientation.
3. Names and addresses of newly employed bargaining unit members shall be provided to the Association as early as practical following Board approval of their contract. These materials will be collected by the Treasurer and may be picked up at the Treasurer's Office.
4. The Association President shall receive, from the Board, the Portage County Directory.
5. The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the bargaining unit members, do, therefore, grant six (6) days of release time from bargaining unit member duties for the Association as representative of the bargaining unit members. Minimum use will be in one-half (1/2) day blocks. (The form will be attached as an Appendix.) A minimum of five (5) working days' advance notice to the Principal and the Superintendent shall be given.
6. The Association President shall be notified of all special meetings of the Board at least twenty-four (24) hours in advance, by email notification from the Treasurer.
7. On both in-service days, the Association is permitted one (1) hour for general membership meetings of the Association.
8. Association Dues Deduction:  
  
The right of dues deduction for the Association shall not be granted to any organization that is competing with the Crestwood Education Association for collective bargaining rights during the term of the Agreement.
9. The Association President shall be supplied with a copy of the Board Policy beginning September 15, 1983, and Board Policy Revisions as they are revised.

**B. ASSOCIATION BUILDING RIGHTS**

1. The Association may use bulletin boards within the teacher lounges and workrooms.
2. The Association may use Public Address System for brief announcements and use the bulletin boards within the school office with the permission of the Building Administrator.
3. The Association may make announcements at faculty meetings.
4. The Association or committee thereof shall have the right to use the following school-owned equipment, without charge, when not in use for other school business: copy machines, computers, printers and other peripherals and audio/visual equipment. Use of such equipment off school premises must be approved in advance by the Building Principal or other person in charge of the equipment. The Association shall reimburse the Board for supplies used and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.
5. The Association or its representatives may communicate with individual bargaining unit members during the individual member's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction. If the representative is from outside the building, then that representative shall check in with the Principal's Office upon entering the building.
6. The Association may use the internal mail/e-mail system of the school and place Association communication in the mailboxes provided for each member of the bargaining unit in the District.
7. The Association or committee thereof shall have the right to use school buildings and facilities without charge, for professional meetings at times when a custodian is normally on duty. At other times, the Association may use the buildings according to regulations established by the Board, with no rental charge except reimbursement to the Board for custodial wages.

**ARTICLE 26. SUPERVISING TEACHER/STUDENT-TEACHER**

- A. The CEA offers its full support to the Student-Teachers' Program, and will attempt, upon request, to aid in the implementation of or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by the cooperating university, unless they are in conflict with this Negotiated Agreement, shall be followed in the implementation of the Student Teachers' Program.
- C. A member of the bargaining unit eligible to become a Supervising Teacher is one who has been a member of the bargaining unit in this District at least one (1) year and whose immediately preceding evaluation is Skilled or Accomplished.

- D. No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent.
- E. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and the Student Teacher, the Supervising Teacher, through the Superintendent, may recommend to the university that the Student Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.
- F. The Student Teacher shall not be used as a substitute teacher.
- G. Bargaining unit members who have been assigned a Student Teacher shall not be asked to leave the Student Teacher with a class of students for the purpose of substituting.
- H. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular bargaining unit member, the Supervising Teacher shall be paid a stipend equal to the gross amount received less benefits from the College/University.

**ARTICLE 27. PROFESSIONAL DEVELOPMENT PROGRAM**

- A. The Board of Education shall appropriate, on a school year basis, Twenty Eight Thousand Dollars (\$28,000) for fiscal year 2014, Thirty Thousand Dollars (\$30,000) for fiscal year 2015, and Thirty Two Thousand Dollars (\$32,000) for fiscal year 2016 to provide reimbursement to members of the bargaining unit for earned college credit or CEU credits earned, subject to the following conditions:
  - 1. The bargaining unit member shall have taught in the Crestwood Local Schools for a minimum of two (2) years.
  - 2. The college course or LPDC approved Workshop must be taken in or related to education, teaching, an area of certification, or administration.
  - 3. Available monies shall be provided to reimburse qualified bargaining unit members on a first-come/first-served basis starting July 1 of each year and ending June 30 of the succeeding year. The Administration shall keep a running tally of the requests. A bargaining unit member shall be told at the time of application whether there are sufficient unencumbered funds to reimburse him/her for his/her course work. The Superintendent shall develop equitable guidelines in conformance with this Article for the payment of this money.
  - 4. The bargaining unit member desiring such reimbursement must meet with the Building Principal, and receive the approval of the Building Principal and the Superintendent on the appropriate form provided for this purpose. Courses may be taken only from the list of approved providers as maintained by the LPDC.
  - 5. The bargaining unit member shall submit written proof in the form of an official transcript or record of grades of completed credit at an accredited university, with a passing graduate grade, or CEU Workshop Certificate, to the Superintendent at the conclusion of the quarter or semester in which the course was taken.



6. The reimbursement to a qualified bargaining unit member shall be computed in accordance with the procedures established herein, at the rate of up to One Hundred Seventy Dollars (\$170.00) for each quarter hour [up to Two Hundred Fifty Dollars (\$250.00) per semester hour] successfully completed, not to exceed One thousand dollars (\$1000.00) annually per bargaining unit member, provided the preceding provisions of this Section have been met.<sup>1</sup>
7. The reimbursement is to be payable as a single sum within three (3) weeks following presentation of satisfactory evidence that the course work has been successfully completed.
8. Each bargaining unit member receiving reimbursement under this Section prior to his/her receipt of such reimbursement agrees that he/she will teach in this District for at least one (1) full school year following receipt of such reimbursement. If such bargaining unit member fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said bargaining unit member's final pay.
9. Any remainder of the Board appropriated amount shall be carried over to the next school year.
10. The Crestwood LPDC has determined that one (1) CEU equals ten (10) contact hours.
11. See form: Appendix M

#### **ARTICLE 28. CALENDAR AND SCHOOL YEAR**

- A. The annual School Calendar shall include as a maximum, one hundred eighty-four (184) working days for members of the bargaining unit. Student attendance days, including Parent-Teacher Conference Days, shall be a maximum of one hundred eighty (180) days at seven and one half (7.5) hours per day. If in a given school year the number of full calamity days exceeds five (5) days (thirty seven and one half (37.5) hours), the superintendent and CEA president will meet to determine further course of action. Prior to the establishment of the annual calendar, the Board shall consult with the Association regarding the proposed calamity day schedule.

Schools will be closed for NEOEA Day, Thanksgiving Day and the day following, Christmas Recess, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and a Spring Recess.

- B. If the 184th workday is scheduled for a Saturday, each member of the bargaining unit shall have the option of working on the following Monday in lieu of that Saturday.
- C. There will be three (3) Teacher In-service days held for all bargaining unit members, including part-time, prior to the first student day of the school year. The first day will be exclusively for teacher preparation.
- D. Professional development days will correspond to the last day of the first three grading periods. At the end of each grading period, there will be one (1) hour allocated for student record reporting. The

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<sup>1</sup> CEU's will be paid at the rate of thirty percent (30%) of the workshop cost, not to exceed three (3) workshops annually per bargaining unit member, provided the preceding provisions of this Section have been met.

fourth professional development day will be scheduled for academic purposes at the discretion of the administration.

#### **ARTICLE 29. SCHOOL DAY AND PLANNING TIME**

- A.** The bargaining unit member's in-school day shall be a maximum of seven and one-half (7 1/2) hours, including a thirty (30) minute duty-free lunch and at least two hundred (200) minutes of planning time per week. The planning period should be used for instructional preparations or conferences unless the member of the bargaining unit affected agrees otherwise. Members of the bargaining unit may leave the building during lunch after notifying the Office. The time of the opening and closing of school shall be approved by the Superintendent.
- B.** Under unusual circumstances, bargaining unit members may leave the building during planning time with permission from the Building Principal.
- C.** The building administrator shall prepare traveling teacher(s) schedules providing adequate time for travel that does not infringe upon the bargained planning time and lunch. This schedule shall be worked out between the affected administrators and teacher. Planning time should be comparable to other building teachers.

#### **ARTICLE 30. LOAD**

- A.** The regular assignment of each member of the bargaining unit shall coincide with his/her certification.
- B.** Aides will be hired to perform cafeteria and lunch recess duties in Grades K - 5 as long as the economic condition of this District permits.
- C.** Maximum classroom teacher staffing shall not exceed the ratio of teachers to students of forty (40) teachers per 1,000 students. For counting teachers in this calculation, only regular, full-time, non-categorical (Note: "Categorical" is defined as EMR, LD/BD, Special Ed, and tutors), nonfederal, non-administrative, actual in-class classroom teachers shall be counted.
- D.** Scheduling and time demands of bargaining unit members as related to the needs of children with and without disabilities shall be taken into consideration when making regular classroom assignments.
- E.** The Administration shall determine which bargaining unit members shall participate in curriculum development and course of study revisions and how much time shall be allocated for such activity. Such activity shall be done during the school day, during the summer, or after the school day at the option of the Administration. When bargaining unit members are required to participate in such activities during the summer or after the school day, they shall be paid at the internal substitute rate.
- F.** Under law, the Board has the responsibility to offer flexible credit options to students. Individual teachers may refuse to accept flex credit students, in which case, the Superintendent shall have the

right to appoint qualified individuals outside the bargaining unit. If such an individual cannot be found, the Superintendent may assign the flex credit student to the bargaining unit member.

The Board shall establish a student fee for flex credit as may be authorized under State law. This fee, paid by the student, will be passed on to the instructing teacher/teacher of record in its entirety minus applicable benefits as required by law. In the event that a student is exempt from student fees per requirements of Ohio law, the Board shall compensate the instructing teacher/teacher of record through its own funds at the same level.

#### **G. COLLEGE CREDIT PLUS**

1. Qualified bargaining unit members shall be given the first opportunity to teach College Credit Plus classes. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by non-bargaining unit members.
2. A teacher being requested by the Board to teach a College Credit Plus class has the right to refuse such request.
3. Any College Credit Plus program teacher performance assessments required shall not be used as a part of the OTES evaluation nor shall they be included in the teacher's personnel file unless requested by the teacher.
4. Bargaining unit members who teach an approved College Credit Plus class will receive a \$500 (five hundred dollar) stipend per semester class to be paid at the end of the semester. This shall be funded by the Educational Opportunity Pay.

#### **H. INCLUSION:**

1. A teacher who has an inclusion classroom and has a concern about a specific child's placement shall address these concerns with the IEP team.
2. A regular classroom teacher who has a general concern about the delivery of Special Education Services relative to the inclusion of students with IEP's may ask the building administrator for a building team to be convened, comprised of the building Principal, the Director of Special Education, a Special Education teacher from the building and the regular teacher and any other necessary personnel, to discuss the concerns and seek possible solutions. The discussion of said building team shall not result in modification or additions to this agreement.

One such meeting will be required in April or May of each year in each building to discuss these matters in preparation for placement of students in classrooms for the following school year.

**I. ELEMENTARY EXTRA DUTY SCHEDULING**

Each elementary building administrator will build an extra-duty schedule that takes into consideration the efficient utilization of building staff in connection with bus duty scheduling of their respective building.

These schedules will be discussed in each building no later than the first BLT (Building Liaison Team) meetings of each year.

**J. IAT TEAM LEADERS**

Staff acting as IAT team leaders shall be provided compensatory time to research and prepare for IAT meetings. This will be accomplished through a variety of methods as determined by the bargaining unit member and the Principal or Pupil Services Director. Some of the methods that could be used include (but are not limited to):

- a. Provide a substitute for the bargaining unit member for a day or portion thereof to prepare for IAT meetings or perform other duties that were neglected while preparing for such meetings
- b. Provide a stipend for IAT preparation based upon the number presented
- c. Release the bargaining unit member from other duties for a specified period of time to prepare for IAT meetings
- d. Training more staff as IAT coordinator/facilitators as needed

**K. IEPs**

Staff involved in the writing of IEPs shall be provided compensatory time to write IEPs and conduct IEP meetings. This will be accomplished through a variety of methods as determined by the bargaining unit member and the Principal or Pupil Services Director. Some of the methods that could be used include (but are not limited to):

- a. provide a substitute for the bargaining unit member for a day or portion thereof to write IEPs or conduct IEP meetings or perform other duties that were neglected while writing IEPs
- b. provide a stipend for writing IEPs and/or conducting IEP meetings
- c. release the bargaining unit member from other duties for a specified period of time to write IEPs or conduct IEP meetings

**ARTICLE 31. WORKING CONDITIONS**

- A. If a request is made, a bargaining unit member shall be provided a key to each classroom which he/she uses, and which must be returned each year.
- B. Each bargaining unit member shall be provided a lockable storage area.

- C. There shall be telephones available in the building to make and receive private calls. Bargaining unit members understand that they will not use telephones during class time, except in cases of emergency. Any personal long distance calls must be charged to a home phone number or the bargaining unit member's telephone credit card.
- D. Bargaining unit members shall be informed annually, by the Principal, on how to obtain supplies.
- E. Bargaining unit members shall be responsible for the renewal of their individual certificate. The Central Office, however, will try to notify bargaining unit members when certifications are due.
- F. Observations of members of the bargaining unit by citizens of the Crestwood Local School District shall require one (1) day notice, unless the bargaining unit member agrees to less notice. Observations by others, not administrative staff members, shall require one (1) day notice and bargaining unit member permission, unless the bargaining unit member agrees to less notice. This restriction shall not apply to any accreditation requirements. If a bargaining unit member refuses an observation, the bargaining unit member shall provide rationale in writing.
- G. Parent/guardian(s) of the students may visit a classroom of their child upon approval from the building administrator after consultation with the teacher. Upon teacher request the parent/guardian shall be accompanied by a building administrator during the classroom visit. Such visits shall be limited to a maximum of 10-25 minutes so as to limit the disruption to the learning environment, unless otherwise agreed to by the teacher. Except as agreed by both the teacher and administrator, no audio or video recording of any kind shall be made by the parent/guardian during such visit. Such visits shall in no way be used to observe and/or evaluate the teacher in any way. No teacher shall be held liable for any disruption of any kind which may result from such a visit by a parent/guardian. Each classroom teacher shall be subject to no more than two (2) such visits per school year, unless agreed to otherwise by the teacher and building principal.
- H. Sections F and G do not apply to special school events (e.g. parties, celebrations, et al) or school volunteers.
- I. The final decision on the grade of a student normally rests with the bargaining unit member. However, there are extenuating circumstances, which require that the Principal make the final decision on grades. If the Principal makes the grade change, the bargaining unit member shall be consulted, if possible, before the change is to be made. After the grade change, the bargaining unit member shall be given the Principal's rationale, in writing, for the grade change.
- J. No bargaining unit member shall be required to lift or carry students except under limited or emergency circumstances.
- K. Announcements over the Public Address System during class time shall be limited.

**L. SAFE AND HEALTHFUL WORKING CONDITIONS**

1. The Board shall furnish employment which is safe for the members of the bargaining unit; shall furnish a place of employment which shall be safe for the members of the bargaining unit; shall furnish and use safety devices and safeguards; shall adopt and use methods and processes; follow and obey orders; and shall do every other thing reasonably necessary to protect the life, health, safety, and welfare of such employees. (Ohio Revised Code 4101.11)
2. No member of the bargaining unit shall remove, displace, damage, destroy, or carry off any safety device or safeguard furnished or provided for use in any employment or place of employment or interfere in any way with the use thereof by any other person. No bargaining unit member shall interfere with the use of any method or process adopted for the protection of any bargaining unit member in such employment or place of employment or frequenter of such place of employment, or fail to follow and obey orders, and to do every other thing reasonably necessary to protect the life, health, safety, and welfare of such bargaining unit members and frequenters. (Ohio Revised Code 4101.13)
3. Each member of the bargaining unit shall be responsible to timely report to the Administration any condition which said bargaining unit member believes is dangerous.
4. Bargaining unit members shall exercise reasonable care for all school property and equipment entrusted to them. However, bargaining unit members shall not be responsible for damage unless there is proven negligence.

**M. ADMINISTERING MEDICATION**

1. Except when Nurses and Administrators are unavailable, no bargaining unit member shall be required to administer medication. When both Nurses and Administrators are unavailable, the responsibility for administering medication shall fall to Counselors. Counselors shall not be required to administer medication without training.
2. The Board shall have the authority to contract out in order to provide this service so long as it does not result in the loss of a bargaining unit position.
3. The parties agree that the MH Nurse can be assigned to implement this provision.

**N. SMOKE-FREE ENVIRONMENT**

There shall be no smoking in Board buildings or vehicles. The Board shall have the authority to adopt a smoke-free policy which provides for a smoke-free environment on all Board-owned property, with an effective date of the first workday of the 1996-1997 school year.

**ARTICLE 32. ABSENCE AND SUBSTITUTION**

**A. SUBSTITUTE FEEDBACK**

Members of the bargaining unit have the right to communicate to the Principal, professional opinion they may have regarding the effectiveness or ineffectiveness of a substitute on the approved list of substitutes.

- B.** Under circumstances in which the bargaining unit member is aware in advance of a subsequent absence, bargaining unit members have the right to suggest a possible substitute to the Principal.

**ARTICLE 33. INDIVIDUAL RIGHTS**

- A.** The Board shall not discriminate on the basis of race, color, creed, age, sex, religion, marital status, or handicap.
- B.** Members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest as long as these organizations do not interfere with their teaching duties.
- C.** Members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline, so long as it does not interfere with their teaching duties.
- D.** The parties recognize the faculty and students' rights concerning academic freedom. The bargaining unit member is recognized as an expert in the classroom and has the right to vary preparations and presentations so long as the content standards and the Principal's directions and instructions are followed.
- E.** Members of the bargaining unit, the Board, and the Administration shall abide by the Negotiated Agreement and by the provisions in individual bargaining unit members' contracts.
- F.** Bargaining unit members and staff shall have access to the School System's physical facilities, without charge, as long as such access does not interfere with classes or school-related programs and/or activities. Bargaining unit members should complete a "Use of Facility" Form and receive prior approval.

**ARTICLE 34. REGULAR SALARY SCHEDULE**

- A.** The BA-0 base salary shall be thirty-three thousand eight hundred eleven dollars (\$33,811.00) for the 2016-2017 school year and thirty-four thousand four hundred eighty-seven dollars (\$34,487.00) for the 2017-2018 school year and thirty-five thousand one hundred seventy-seven dollars (\$35,177.00) for the 2018-2019 school year.

- B. All Guidance Counselors shall be paid their regular teaching salary plus a five percent (5%) supplemental contract. This supplemental contract is not applicable to any new hires beginning July 1, 2013.

All High School and Middle School Guidance Counselors shall have fifteen (15) days extended time at their regular salary.

Elementary Guidance Counselors shall have ten (10) days extended time at their regular salary. An additional five (5) days shall be available upon consent of the building administrator and guidance counselor with Board approval.

C. **PART TIME TEACHER SALARY FORMULA**

Contracts for part-time teachers will be established on the following basis:

1. Preparation Time. Part time teachers will be allocated nine (9) minutes of preparation time for each hour of teaching as follows:

1 hour = 9 minutes

2 hours = 18 minutes

3 hours = 27 minutes

4 hours = 36 minutes

5 hours = 45 minutes

6 hours + = 200 minutes per week

Preparation time rounded off to quarter-hour (1/4 hour) increments must be included in the calculation for a part-time teaching contract.

2. Part-Time Formula. The calculation for a part-time teaching contract shall be as follows:

Daily contact minutes + preparation time – lunch minutes = Total Minutes Worked.

Total minutes worked rounded off to quarter-hour (1/4 hour) increments divided by seven (7) hours = Percentage of full-time contract



D.

CRESTWOOD BOARD OF EDUCATION  
TEACHER SALARY INDEX  
EFFECTIVE 2013-2014

<u>YEARS</u>	<u>I</u>	<u>II</u>	<u>III*</u>	<u>IV**</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
<u>ND</u>	<u>BA</u>	<u>BA + 11</u>	<u>5 YRS</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>	
STEP 0	0.860	1.000	1.029	1.078	1.116	1.136	1.155	1.1645
STEP 1	0.900	1.042	1.072	1.121	1.163	1.183	1.202	1.2115
STEP 2	0.932	1.084	1.115	1.164	1.210	1.230	1.249	1.2585
STEP 3	0.970	1.126	1.158	1.207	1.257	1.277	1.296	1.3055
STEP 4	1.004	1.168	1.201	1.250	1.304	1.324	1.343	1.3525
STEP 5	1.040	1.210	1.244	1.293	1.351	1.371	1.390	1.3995
STEP 6	1.076	1.252	1.287	1.336	1.398	1.418	1.437	1.4465
STEP 7	1.112	1.294	1.330	1.379	1.445	1.465	1.484	1.4935
STEP 8	1.148	1.336	1.373	1.465	1.539	1.559	1.581	1.5920
STEP 9	1.185	1.378	1.416	1.517	1.595	1.617	1.641	1.653
STEP 10	1.220	1.426	1.466	1.569	1.651	1.675	1.701	1.714
STEP 11	1.220	1.474	1.516	1.621	1.707	1.733	1.761	1.775
STEP 12	1.220	1.522	1.566	1.673	1.763	1.791	1.821	1.836
STEP 13	1.220	1.570	1.616	1.725	1.819	1.849	1.881	1.897
STEP 14	1.220	1.570	1.616	1.777	1.875	1.907	1.941	1.958
STEP 15	1.220	1.570	1.616	1.829	1.931	1.965	2.001	2.019
STEP 16	1.220	1.570	1.616	1.829	1.931	1.965	2.001	2.019
STEP 17	1.220	1.570	1.616	1.829	1.931	1.965	2.001	2.019
STEP 18	1.220	1.570	1.616	1.829	1.931	1.965	2.001	2.019
STEP 19	1.220	1.570	1.616	1.829	1.931	1.965	2.001	2.080
STEP 20	1.220	1.618	1.666	1.881	1.987	2.023	2.061	2.080
STEP 21	1.220	1.618	1.666	1.881	1.987	2.023	2.061	2.080
STEP 22	1.220	1.618	1.666	1.881	1.987	2.023	2.061	2.080
STEP 23	1.220	1.618	1.666	1.933	2.043	2.200	2.250	2.275
STEP 24	1.220	1.666	1.716	1.933	2.043	2.200	2.250	2.275
STEP 25	1.220	1.666	1.716	1.933	2.043	2.200	2.250	2.275
STEP 26	1.220	1.666	1.716	1.933	2.043	2.200	2.250	2.275
STEP 27	1.220	1.666	1.716	1.983	2.100	2.250	2.300	2.325
STEP 28	1.220	1.714	1.766	1.983	2.100	2.250	2.300	2.325
STEP 29	1.220	1.714	1.766	1.983	2.100	2.250	2.300	2.325
STEP 30	1.220	1.714	1.766	1.983	2.100	2.250	2.300	2.325

\*This column is attained when a person has earned 11 semester hours AFTER the granting of the Bachelor's degree, as stated on the transcript.

\*\*This column is attained when a person has accumulated a total of 150 semester hours without regard as to when they are earned – as part of the bachelor's degree or after the bachelor's degree is conferred.

E.

**Crestwood Board of Education  
Teacher Salary Schedule  
2016-2017**

Exp	I ND	II BA	III* BA+11	IV** 5 YRS	V MA	VI MA+10	VII MA+20	VIII MA+30
0	29,077	33,811	34,791	36,448	37,733	38,409	39,062	39,373
1	30,430	35,231	36,245	37,902	39,322	39,998	40,641	40,962
2	31,512	36,651	37,699	39,356	40,911	41,687	42,330	42,551
3	32,797	38,071	39,153	40,810	42,500	43,177	43,819	44,140
4	33,946	39,491	40,607	42,264	44,089	44,766	45,408	45,729
5	35,163	40,911	42,061	43,718	45,679	46,355	46,997	47,318
6	36,381	42,331	43,515	45,171	47,288	47,944	48,586	48,907
7	37,598	43,751	44,969	46,625	48,857	49,533	50,175	50,497
8	38,815	45,171	46,422	48,533	52,035	52,711	53,455	53,827
9	40,065	46,591	47,876	51,291	53,828	54,672	55,484	55,889
10	41,249	48,214	49,567	53,049	56,822	56,633	57,512	57,952
11	41,249	49,837	51,257	54,807	57,715	58,594	59,641	60,014
12	41,249	51,460	52,948	56,566	59,609	60,555	61,570	62,077
13	41,249	53,083	54,638	58,324	61,502	62,516	63,598	64,139
14	41,249	55,083	54,638	60,082	63,395	64,477	65,627	66,202
15	41,249	53,083	54,638	61,840	65,289	66,438	67,656	68,264
16	41,249	53,083	54,638	61,840	65,289	66,438	67,656	68,264
17	41,249	53,083	54,638	61,840	65,289	66,438	67,656	68,264
18	41,249	53,083	54,638	61,840	65,289	66,438	67,656	68,264
19	41,249	53,083	54,638	63,598	67,182	68,399	69,664	70,327
20	41,249	54,706	56,329	63,598	67,182	68,399	69,664	70,327
21	41,249	54,706	56,329	63,598	67,182	68,399	69,664	70,327
22	41,249	54,706	56,329	63,598	67,182	68,399	69,664	70,327
23	41,249	54,706	56,329	65,356	69,076	74,384	76,075	76,820
24	41,249	56,329	56,020	65,356	69,076	74,384	76,075	76,820
25	41,249	56,329	58,020	65,356	69,076	74,384	76,075	76,820
26	41,249	56,329	58,020	65,356	69,076	74,384	76,075	76,820
27	41,249	56,329	58,020	67,047	71,003	76,075	77,765	78,610
28	41,249	57,952	59,710	67,047	71,003	76,075	77,765	78,610
29	41,249	57,952	59,710	67,047	71,003	76,075	77,765	78,610
30	41,249	57,952	59,710	67,047	71,003	76,075	77,765	78,610

\* This column is attained when a person has earned 11 semester hours AFTER the granting of the Bachelor's degree as stated on the transcript.

\*\* This column is attained when a person has accumulated a total of 150 semester hours without regard as to when they are earned - as part of the bachelor's degree or after the bachelor's degree is conferred.

F.

**Crestwood Board of Education  
Teacher Salary Schedule  
2017-2018**

Exp	I ND	II BA	III* BA+11	IV** 5 YRS	V MA	VI MA+10	VII MA+20	VIII MA+30
0	29,659	34,487	35,487	37,177	38,488	38,177	39,833	40,160
1	31,036	35,936	36,970	38,660	40,109	40,798	41,454	41,781
2	32,142	37,384	38,469	40,143	41,729	42,419	43,074	43,402
3	33,463	38,833	39,936	41,626	43,350	44,040	44,695	45,023
4	34,625	40,281	41,419	43,108	44,871	45,661	46,316	46,644
5	35,867	41,729	42,902	44,592	46,592	47,282	47,937	48,265
6	37,108	43,176	44,385	46,075	48,213	48,903	49,558	49,886
7	38,350	44,626	45,868	47,558	49,834	50,524	51,179	51,507
8	39,591	46,075	47,351	50,524	53,076	53,765	54,524	54,904
9	40,867	47,523	48,834	52,317	55,007	55,766	56,593	57,007
10	42,074	49,179	50,558	54,110	56,938	57,766	58,663	59,111
11	42,074	50,834	52,282	55,904	58,870	59,766	60,732	61,215
12	42,074	52,489	54,007	57,697	60,801	61,766	62,801	63,318
13	42,074	54,145	55,731	59,490	62,732	63,767	64,870	65,422
14	42,074	54,145	55,731	61,284	64,663	65,767	66,940	67,526
15	42,074	54,145	55,731	63,077	66,595	67,767	69,009	69,630
16	42,074	54,145	55,731	63,077	68,595	67,767	69,009	69,630
17	42,074	54,145	55,731	63,077	66,595	67,767	69,009	69,630
18	42,074	54,145	55,731	63,077	66,595	67,767	69,009	69,630
19	42,074	54,145	55,731	64,870	68,526	69,767	71,078	71,733
20	42,074	55,800	57,455	64,870	68,526	69,767	71,078	71,733
21	42,074	55,800	57,455	64,870	68,526	69,767	71,078	71,733
22	42,074	55,800	57,455	64,870	68,526	69,767	71,078	71,733
23	42,074	55,800	57,455	66,664	70,457	75,872	77,596	78,456
24	42,074	57,456	59,180	66,664	70,457	75,872	77,596	78,456
25	42,074	57,456	59,180	66,664	70,457	75,872	77,596	78,456
26	42,074	57,456	59,180	66,664	70,457	75,872	77,596	78,456
27	42,074	57,456	59,180	68,388	72,423	77,596	79,320	80,183
28	42,074	59,111	60,904	68,388	72,423	77,596	79,320	80,183
29	42,074	59,111	60,904	68,388	72,423	77,596	79,320	80,183
30	42,074	59,111	60,904	68,388	72,423	77,596	79,320	80,183

\* This column is obtained when a person has earned 11 semester hours AFTER the granting of the Bachelor's degree as stated on the transcript.

\*\* This column is attained when a person has accumulated a total of 150 semester hours without regard as to when they are earned - as part of the bachelor's degree or after the bachelor's degree is conferred.

G.

**Crestwood Board of Education  
Teacher Salary Schedule  
2018-2019**

Exp	I ND	II BA	III* BA+11	IV** 5 YRS	V MA	VI MA+10	VII MA+20	VII MA+30
0	30,252	35,177	36,197	37,921	39,257	39,961	40,629	40,963
1	31,659	36,664	37,710	39,433	40,911	41,614	42,283	42,617
2	32,785	38,132	39,222	40,946	42,564	43,268	43,936	44,270
3	34,122	39,609	40,736	42,456	44,217	44,921	45,589	45,923
4	35,318	41,087	42,247	43,971	45,871	46,574	47,243	47,577
5	36,584	42,564	43,760	45,484	47,524	48,227	48,896	49,230
6	37,850	44,041	45,273	46,996	49,177	49,881	50,549	50,883
7	39,117	45,519	46,785	48,509	50,831	51,534	52,202	52,537
8	40,383	46,996	48,298	51,534	54,137	54,841	55,615	56,002
9	41,685	48,474	49,810	53,363	56,107	56,881	57,725	58,147
10	42,916	50,162	51,566	55,193	58,077	58,921	59,896	60,293
11	42,916	51,851	53,328	57,022	60,047	60,962	61,846	62,439
12	42,916	53,539	55,087	58,851	62,017	63,002	64,057	64,585
13	42,916	55,228	56,846	60,680	63,987	65,042	66,168	66,731
14	42,916	55,228	56,846	62,509	65,957	67,082	68,278	68,876
15	42,916	55,228	56,846	64,338	67,927	69,123	70,389	71,022
16	42,916	55,228	56,846	64,338	67,927	69,123	70,389	71,022
17	42,916	55,228	56,846	64,338	67,927	69,123	70,389	71,022
18	42,916	55,228	56,846	64,338	67,927	69,123	70,389	71,022
19	42,916	55,228	56,846	66,168	69,896	71,163	72,500	73,168
20	42,916	56,916	58,605	66,168	69,896	71,163	72,500	73,168
21	42,916	56,916	58,605	66,168	69,896	71,163	72,500	73,168
22	42,916	56,916	58,605	66,168	69,896	71,163	72,500	73,168
23	42,916	56,916	58,605	67,997	71,866	77,389	79,148	80,027
24	42,916	58,605	60,364	67,997	71,866	77,389	79,148	80,027
25	42,916	58,605	60,364	67,997	71,866	77,389	79,148	80,027
26	42,916	58,605	60,364	67,997	71,866	77,389	79,148	80,027
27	42,916	58,605	60,364	69,766	73,871	79,148	80,907	81,786
28	42,916	60,293	62,122	69,766	73,871	79,148	80,907	81,786
29	42,916	60,293	62,122	69,766	73,871	79,148	80,907	81,786
30	42,916	60,293	62,122	69,766	73,871	79,148	80,907	81,786

\* This column is attained when a person has earned 11 semester hours AFTER the granting of the Bachelor's degree as stated on the transcript.

\*\* This column is attained when a person has accumulated a total of 160 semester hours without regard as to when they are earned - as part of the bachelor's degree or after the bachelor's degree is conferred.

## **H. STRS "PICK-UP"**

The Crestwood Board of Education herewith agrees to "pick-up" (assume and pay) contributions to the State Teachers Retirement System (STRS), upon behalf of the employees in the bargaining unit, on the following terms and conditions:

1. The amount to be "picked-up" and paid on behalf of each bargaining unit member shall equal the amount he/she is required by STRS to pay into his/her account. Bargaining unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" and paid by the Board. Sick Leave, severance, vacation, supplemental, extended service pay, and insurance benefits, which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay, shall be calculated upon both the cash component and "pick-up" component of the bargaining unit member's restated salary.
2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up."
4. The "pick-up" shall become effective the first day of the 1984-1985 school year and shall apply to all compensation including supplemental earnings thereafter.
5. It is anticipated that the Internal Revenue Service (IRS) will treat this contribution "picked-up" by the Employer as Employer contributions for annuity contracts. In the event, however, the IRS requires payment of taxes on the amount paid by the Employer on behalf of the bargaining unit member, the responsibility for payment of the taxes shall rest with the individual employee.
6. It shall be the responsibility of any bargaining unit member who exceeds the legal permissible annuity deduction to notify the appropriate insurance company.

**ARTICLE 35. SUPPLEMENTAL SALARY SCHEDULE**

<u>Position</u>	<u>Percent</u>	<u>School</u>
Crestwood Comments Editor	10.00%	District
LPDC Committee	3.00%	District
Music – Elementary Concerts	2.00%	Elem
Faculty Manager (1 Fall Season 4% / 1 Winter Season 4%)	8.00%	High
Faculty Manager (1 Fall Season 4% / 1 Winter Season 4%)	8.00%	Middle
Band - Assistant Marching Band Director	9.00%	High
Band – Battery Percussion Instructor	7.00%	High
Band – Colorguard Instructor	7.00%	High
Band – Jazz Band	3.00%	High
Band – Pit Percussion Instructor	7.00%	High
Band – Director	16.00%	High
Baseball – 9 <sup>th</sup> grade	7.00%	High
Baseball – Head	12.00%	High
Baseball – JV	8.00%	High
Baseball – JV Assistant	7.00%	High
Baseball – Varsity Assistant	7.00%	High
Basketball – Little Dribblers Boys 3/4 <sup>th</sup> grades	3.00%	High
Basketball Boys – Freshmen	8.00%	High
Basketball Boys – Head	16.00%	High
Basketball Boys - JV	10.00%	High
Basketball Boys – Varsity Assistant	10.00%	High
Basketball Girls – Freshmen	8.00%	High
Basketball Girls – Head	16.00%	High
Basketball Girls – JV	10.00%	High
Basketball Girls – Varsity Assistant	10.00%	High
Bowling – Head	7.00%	High
Bowling – Boys	3.50%	High
Bowling – Girls	3.50%	High
Cheerleader – Head – Fall	7.00%	High
Cheerleader – Head – Winter	7.00%	High
Cheerleader Advisor – Freshmen, Fall	4.00%	High
Cheerleader Advisor – Freshmen, Winter	4.00%	High
Cheerleader Advisor – JV, Fall	4.00%	High
Cheerleader Advisor – JV, Winter	4.00%	High
Cross Country Boys	7.00%	High
Cross Country Girls	7.00%	High
Dance Team	4.00%	High
Curriculum Liaisons	4.00%	District
Director of Musicals	8.00%	High
Director of Plays	8.00%	High
Drama – Pit	3.00%	High
Drama – Accompanist	3.00%	High

Drama – Vocal Music Director	3.00%	High
Drama Assistant – Fall	3.00%	High
Drama Assistant – Spring	3.00%	High
Drug Free – TI/SADD	3.00%	High
FCCLA	3.00%	High
Football – Assistant	10.00%	High
Football – Head	16.00%	High
Freshman Advisor	2.00%	High
Golf – Girls	7.00%	High
Golf – Boys	7.00%	High
International Club Advisor	3.00%	High
Junior Class Advisor	4.00%	High
Leadership Advisor	6.00%	High
Music – Vocal	8.00%	High
National Honor Society	3.00%	High
Newspaper Advisor	4.00%	High
Science Club Advisor	3.00%	High
Senior Class Advisor	4.00%	High
Ski Club Advisor	3.00%	High
Soccer Boys – Head	12.00%	High
Soccer Boys - JV	7.00%	High
Soccer Boys – Varsity Assistant	7.00%	High
Soccer Girls – Head	12.00%	High
Soccer Girls – JV	7.00%	High
Soccer Girls – Varsity Assistant	7.00%	High
Softball – Head	12.00%	High
Softball – JV	8.00%	High
Softball – Varsity Assistant	7.00%	High
Sophomore Advisor	2.00%	High
Student Council	6.00%	High
Swimming – Boys	12.00%	High
Swimming – Girls	12.00%	High
Tennis – JV	6.00%	High
Tennis (Fall/Spring)	7.00%	High
Track Boys – Assistant	7.00%	High
Track Boys – Head	12.00%	High
Track Girls – Assistant	7.00%	High
Track Girls – Head	12.00%	High
Volleyball – 9 <sup>th</sup> grade	7.00%	High
Volleyball – JV	7.00%	High
Volleyball Girls – Head	12.00%	High
Winter One Acts	2.00%	High
Strength & Fitness Training Coach (2)	9.00%	District
Wrestling – Freshman	8.00%	High
Wrestling – Head	16.00%	High
Wrestling – JV	10.00%	High

Yearbook Advisor	8.00%	High
Band – Percussion	3.00%	Intermediate
Band – Instrumental	3.00%	Middle
Band – Jazz Band	3.00%	Middle
Band – Percussion	3.00%	Middle
Basketball – Boys 3/4 <sup>th</sup> grades	3.00%	Middle
Basketball – Girls 3/4 <sup>th</sup> grades	3.00%	Middle
Basketball Boys – 5/6 <sup>th</sup> grades	3.00%	Middle
Basketball Girls – 5/6 <sup>th</sup> grades	3.00%	Middle
Basketball Boys – 7 <sup>th</sup> grade	6.00%	Middle
Basketball Boys – 8 <sup>th</sup> grade	6.00%	Middle
Basketball Girls – 7 <sup>th</sup> grade	6.00%	Middle
Basketball Girls – 8 <sup>th</sup> grade	6.00%	Middle
Cheerleading (7 <sup>th</sup> grade) – Fall	3.00%	Middle
Cheerleading (7 <sup>th</sup> grade) – Winter	3.00%	Middle
Cheerleading (8 <sup>th</sup> grade) – Fall	3.00%	Middle
Cheerleading (8 <sup>th</sup> grade) – Winter	3.00%	Middle
Choir – Girls	3.00%	Middle
Cross Country – 7 <sup>th</sup> /8 <sup>th</sup> grade	6.00%	Middle
Cross Country Assistant – 7 <sup>th</sup> /8 <sup>th</sup> grade	3.00%	Middle
Dance Advisor – 8 <sup>th</sup> grade	1.00%	Middle
Football – 7/8 <sup>th</sup> grades	6.00%	Middle
Leadership Advisor	4.00%	Middle
Music – Vocal	3.00%	Middle
Power of the Pen Advisor	4.00%	Middle
Ski Club Advisor	3.00%	Middle
Soccer Coed – 7/8 <sup>th</sup> grade	6.00%	Middle
Track Assistant	6.00%	Middle
Track Boys – 7/8 <sup>th</sup> grades	6.00%	Middle
Track Girls – 7/8 <sup>th</sup> grades	6.00%	Middle
Volleyball – Intramural 5 <sup>th</sup> grade	3.00%	Middle
Volleyball – Intramural 6 <sup>th</sup> grade	3.00%	Middle
Volleyball – 7 <sup>th</sup> grade	6.00%	Middle
Volleyball – 8 <sup>th</sup> grade	6.00%	Middle
Volleyball – Intramural 7/8 <sup>th</sup> grades	3.00%	Middle
Wrestling – 7 <sup>th</sup> grade	6.00%	Middle
Wrestling – 8 <sup>th</sup> grade	6.00%	Middle
Yearbook Advisor	3.00%	Middle
Drug Free – JUST SAY NO Coordinator	4.00%	Elem
Outdoor Education (Earth Day)	2.00%	Elem



Final payments for supplemental contracts shall be made as follows, upon submission of the required list of participants and inventory:

1. Year-round contracts of 6% or more: supplemental pay will be distributed in paychecks throughout the regular school year.
  2. Seasonal contracts of 6% or more: supplemental pay will be distributed in paychecks over the period beginning thirty (30) days from the first official practice or activity through thirty (30) days after the last scheduled game or activity.
  3. Seasonal contracts under 6%: supplemental pay will be made in a lump sum at the end of the season or activity.
- C. The Board of Education shall be permitted to add any new positions to the supplemental salary schedule; the salary for each position shall be negotiated with the Association and added to the Master Agreement.
- D. The Board of Education has the right to fill or not to fill any of the above positions.
- E. Bargaining unit members shall be paid the following additional percentages on the supplemental positions listed in item A, above, as per the following table:

- .5 after three (3) years of continuous service
- .5 after six (6) years of continuous service
- .5 after nine (9) years of continuous service
- .5 after twelve (12) years of continuous service
- .5 after fifteen (15) years of continuous service
- .5 after eighteen (18) years of continuous service
- .5 after twenty-one (21) years of continuous service
- .5 after twenty-four (24) years of continuous service
- .5 after twenty-seven (27) years of continuous service
- .5 after thirty (30) years of continuous service

Bargaining unit members will meet the following criteria to receive this additional percentage: (1) years of service must be consecutive; (2) service must be in the same sport or activity supplemental position within the District; (3) consecutive service shall not be interrupted by a decision not to fill a position in a given year.

F. **SUPPLEMENTAL CONTRACTS: APPROXIMATION OF TIME EXPECTATIONS**

Any bargaining unit member who holds a supplemental contract, or is considering accepting one, *may request* that Form Supplemental Contracts: Approximation of Time Expectations Appendix P be completed and initialed by the supervising administrator and the bargaining unit member. This does not apply to athletic activities governed by the OHSAA.

This form serves no other purpose than to inform the bargaining unit member of the *approximate* time, and product expectations of the supplemental contract in order to determine if he/she wants to be considered for the position.

Under no circumstances will this form be viewed as a contract, a binding agreement, or a job description. Job descriptions, contracts, and evaluations for supplemental contracts remain as management rights and may be changed by management from season to season and year to year consistent with changing needs, changing programs, applicable laws, board policy, or any pertinent Master Agreement language that may exist.

Any significant changes to the time expectation during the period of the supplemental contract should be done in consultation between the bargaining unit member and the supervisor/administrator. The bargaining unit member may request the assistance of a CEA representative if he/she believes the spirit of the document has been violated.

#### **G. EDUCATIONAL OPPORTUNITY PAY**

The Board agrees to pay up to twenty thousand dollars (\$20,000) per year for Educational Opportunity Pay. Educational Opportunity Pay is for bargaining unit members only. Educational opportunity pay shall be defined as a set payment, up to 2% of the base salary per approved opportunity, to each teacher for the completion of an approved educational opportunity for students. Available monies shall be granted on a first-come/first-served basis.

Educational Opportunities are additional academic, intervention or enrichment programs created to enhance the educational program of Crestwood students. These opportunities may take place before and/or after school.

Bargaining members interested in Educational Opportunity Pay shall complete an application and submit to the Educational Opportunity Committee. The Committee shall be comprised of the Superintendent, designated building administrator, CEA President, and one (1) bargaining unit member selected by CEA President.

Educational Opportunities must be approved by the committee to receive payment.

Applicants will be notified in a timely manner by an agreed upon date set by the committee.

#### **ARTICLE 36. OPEN ENROLLMENT AND TUITION FOR TEACHERS' DEPENDENTS**

Teachers wishing to enroll dependents in Crestwood Local Schools must do so under the Board's enrollment policy as long as the Board maintains such a policy. In the event that the Board or the State eliminates open enrollment, the following tuition language shall apply.

The tuition shall be paid for a maximum of six (6) children of members of the bargaining unit. Those members whose children currently attend Crestwood Local Schools shall continue at no tuition. Any additional students shall be taken on a first-come/first-served basis. Should the District face a loss in State

Foundation monies or this provision is found to be contrary to law, then the provision shall be null and void. Loss of State Foundation monies must relate to this Article. No transportation or special programs are included unless approved by the Superintendent.

**ARTICLE 37. EARLY NOTIFICATION OF RETIREMENT INCENTIVE**

A bargaining unit member must declare his/her intention to retire the last day of the first semester of the year in which they plan to retire and retire July 1 of the same year. For this retirement, the following provisions apply:

1. Regular severance plus a bonus of \$10,000, both paid in two installments: ½ in the-retiring calendar year and ½ in the following year.
2. No automatic rehire.

**ARTICLE 38. RESIDENT EDUCATOR PROGRAM**

**A. PURPOSE**

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement and which will be a Program administered and funded by the Crestwood School District.

This program shall not replace the negotiated employee evaluation system.

**B. MENTORS**

1. Qualifications

- a. The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- c. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Selections

A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, then a Mentor from the grade level or subject area most closely related to that of the resident educator will be assigned.

3. Training

Mentor Teachers shall be provided with the following:

- a. An orientation to mentoring responsibilities;
- b. State required mentor training;

4. Responsibilities

- a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.
- b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support the resident educator.
- d. The mentor may attend regional mentor network meetings, as available.
- e. The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

5. Release Time

- a. Each Mentor Teacher shall be granted release time (a minimum of 18 hours per year per Resident Educator) for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be provided as mutually agreed upon with the building principal.
- b. In addition to 5a above, each Mentor Teacher shall be granted release time to attend training or meetings as required by the State of Ohio.
- c. Coverage needs for such release time brought on by exceptional circumstances will be provided by alternate methods to be determined by the building principal in consultation with the Mentor Teacher.

### **C. PROTECTIONS AND RESTRICTIONS**

1. Materials jointly developed by Mentee/Mentor are intended for growth and shall not be used as part of any improvement plan under the OTES (Ohio Teacher Evaluation System) System.
2. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator, however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.
3. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner. Nor shall it be attached by the teacher as evidence.
4. There will be no penalty for a Mentor who declines to take a Resident Educator. If the Mentor declines to take a Resident Educator, the Mentor will provide a written reason to the Superintendent.
5. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
6. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
7. The Mentor/Mentee relationship is a confidential and helping relationship therefore Mentor Teachers shall not be asked or directed to participate in the evaluation of any Resident Educator, make any recommendations regarding the continued employment of the teacher, or divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute potential grounds for immediate removal from his/her role as Mentor Teacher.
8. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The request shall be made to the program coordinator and the principal.
9. All participatory members, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
10. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.
11. Resident Educator will be placed on the appropriate step and column of the negotiated salary schedule.

**D. COMPENSATION**

1. In addition to the mutually agreed upon release time, each Mentor Teacher shall be paid a stipend of .03 of the BA base salary per school year for each Resident Educator mentored.
2. The program coordinator shall confirm in writing or by email to the Treasurer that the Mentor has completed that semester's mentoring work.
3. Should a mentor resign from the mentoring assignment or a replacement become necessary as described in this article, the outgoing mentor and the incoming mentor shall each be paid on a pro rata basis for the work performed.
4. The District will pay all training fees required for mentors to receive the mandatory ODE (Ohio Department of Education) State mentor training.

**E. RESIDENT EDUCATOR**

1. Each Resident Educator shall be provided with the following:
  - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.
  - b. Assistance with the management tasks identified as especially difficult for beginning teachers;
  - c. Assistance in the improvement of instructional skills and classroom management; and
  - d. The opportunity to consult/observe other teachers
  - e. The Resident Educator shall be granted release time (a minimum of 18 hours) to meet state requirements. Release time shall be separate from any other release time covered under this Agreement and shall be provided as mutually agreed upon with the building principal.
  - f. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.
  - g. All reasonable efforts will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

**F. PROGRAM REVIEW/REVISIONS**

1. Mentor Teachers and Resident Educators may meet as a group with the resident educator program coordinator prior to the end of each school year to assess and provide feedback on the program. Any recommendations shall be submitted in writing to the coordinator, President of the Association, and the Superintendent.

2. Mentor Teachers may meet on a periodic basis for coordination purposes.
3. There is no expectation of release time or additional compensation for items F1 and F2.

**G. MENTOR TRAINING AND REWARDS**

1. At discretion of the Superintendent a building mentor may be assigned to a non-resident educator teacher to be paid at 1%.
2. Any Mentor teacher who declines to take a Resident Educator will not have access to release time or compensation during that year.

At discretion of the Superintendent a building mentor may be assigned to a non-entry year teacher to be paid at 1%.

**ARTICLE 39. DRUG-FREE WORKPLACE**

- A. The Crestwood Board of Education believes quality education is not possible in an environment affected by drugs. There is overwhelming medical and scientific evidence concerning the harmful effects of drugs and alcohol. The Board will seek, therefore, to establish and maintain an educational setting which meets the requirements set forth in the Drug-Free Workplace Act of 1988 and which is not tainted by the use or evidence of use of any controlled substance.
- B. No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine, or other intoxicating liquor, or unlawfully manufacture, distribute, dispense, possess, or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, or any other controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 CFR. 1300.11 through 1300.15) before, during, or after school hours, at school or in any other School District Location as defined below.
- C. "School District Location" means in any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school; or during any period of time such employee is supervising students on behalf of the school or otherwise engaged in school business.
- D. As a condition of employment, each employee shall abide by the terms of this policy and shall notify his or her Supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a School Federal Grant is performed, no later than five (5) calendar days after such conviction.
- E. Any staff member who violates this policy shall be subject to disciplinary action up to and including termination and referral for prosecution in accordance with the Ohio Revised Code and applicable

Negotiated Agreements. A disciplinary sanction may include the completion of an appropriate rehabilitation program. Compliance with these standards is mandatory for all employees.

- F. The Superintendent shall provide a copy of these standards to all bargaining unit members and establish whatever programs and procedures that are necessary to meet the Federal certification requirements but which also comply or do not interfere with collective bargaining agreements. Employees shall be informed of any drug and alcohol counseling and rehabilitation programs that are available to them. Further, the Superintendent shall initiate a biennial review of all substance abuse programs to determine their effectiveness, implement changes if needed, and ensure that disciplinary sanctions are consistently enforced.

#### **ARTICLE 40. BLT/LABOR/MANAGEMENT PROCESS**

##### **BLT Process**

Each building shall maintain a building level team of teachers, classified staff and administration for the purposes of resolving building issues that may arise.

These meetings will be held monthly with minutes maintained and furnished to the Superintendent and CEA President.

There shall be a Labor/Management Relations Committee which meets at least quarterly during the school year. The purpose of the Labor/Management Relations Committee shall be to resolve issues that are brought from the BLT meetings and to promote a positive working relationship between the parties and to address matters of mutual concern. The Labor/Management Relations Committee shall be comprised of one (1) Administrator from each Building/Program (appointed by Superintendent) and one (1) CEA member from each Building/Program (appointed by the President). If possible, agenda items shall be submitted to the other party in advance. The discussions of this Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.

Either administration or CEA may request that issues be processed using the IBB issue method.

Unresolved issues affecting working conditions may result in mid-term bargaining.

#### **ARTICLE 41. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. There shall be developed a Local Professional Development Committee (LPDC) established under Ohio Revised Code 3319.22.
- B. The LPDC shall be a District Level Committee, unless the Board and the Association agree to also have building level committees.
- C. The LPDC shall consist of five (5) classroom teachers employed by the District, one (1) Principal employed by the District, and one (1) other employee of the District approved by the Superintendent.
- D. The teacher members shall be selected by the CEA President.



- E. The term of office of each member of the LPDC shall be determined by the LPDC.
- F. Vacancies of teachers shall be filled by the Association. Appointment of non-teacher vacancies shall be filled by the Superintendent. All vacancies shall be filled for the remainder of the term.
- G. The initial meeting of the LPDC shall be called by a member designated by the Superintendent. At the initial meeting, the Committee shall select a chairperson and such other officers the Committee deems necessary, and shall adopt rules for the conduct of its meetings. Thereafter, the Committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by a majority of the Committee members calling for the Committee to meet.
- H. The Committee shall establish rules consistent with Ohio Revised Code 3319.22. A teacher may appeal the decision of the LPDC, consistent with the Ohio State Department of Education regulations/guidelines.
- I. The Committee members shall be paid three percent (3%) of the base salary as supplemental pay per year for serving on the Committee.
- J. **SECRETARY**
  - 1. Minutes of the meetings will be taken by a Committee member.
  - 2. Secretarial work will be handled by District secretaries as assigned by Superintendent.

## **ARTICLE 42. TECHNOLOGY UTILIZATION**

### **A. COMPUTER TECHNOLOGY**

In addition to this passage, technology issues are referenced in applicable Board policies.

Computers and other technology are the property of the Board of Education, and are to be used primarily for business purposes. Reviews of email, voicemail, computer files, or other district technology, are subject to inspection if misuse or misconduct in violation of any applicable board policy or law is suspected. Such inspection must be approved by the Superintendent.

The Board recognizes that new technology systems create a periodic need for professional development.

### **B. STUDENT USAGE**

Teachers will make reasonable efforts to monitor student internet usage. Students may encounter material which is controversial and which users, parents, teachers, or administrators may consider inappropriate or offensive. It is the student's responsibility not to initiate access to such material.

Moreover, if such material is encountered accidentally, it is the student's responsibility to discontinue the access immediately and notify the teacher.

**C. TEACHER NOTIFICATION**

Upon observation by the teacher or notification by a student of controversial material, the teacher shall inform the principal. The teacher shall not be subject to discipline for directing the principal to a problem.

**ARTICLE 43. EFFECTS OF THE AGREEMENT**

- A. This Contract represents the entire agreement between the Board of Education and the Association. All rules, regulations, practices, and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without the mutual consent of the parties.

The parties acknowledge that during negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations, as defined by the parties. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire Contract between them, and settles all demands and issues on all matters within the scope of negotiations.

If, during the term of this Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education, which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected terms or conditions within thirty (30) days of a request to meet by either party. If the parties fail to reach agreement regarding the effects of the required policy change, the statutory Dispute Settlement Procedure shall be utilized to resolve the dispute.

- B. The Board of Education shall change its Personnel Policies and Practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Master Contract and such policy or practice, then the terms of this Master Contract shall prevail.
- C. This Agreement has been negotiated in "good faith" by the above mentioned parties and has been fully explained to the Crestwood Board of Education and the Crestwood Education Association; and, upon their approval, incorporates all language changes negotiated by the parties in adoption of the July 1, 2013 through June 30, 2016 Master Agreement.
- D. "Days" as used in this Agreement shall be calendar days exclusive of Saturdays, Sundays, and holidays.

SIGNATURES TO AGREEMENT

CRESTWOOD BOARD OF EDUCATION  
NEGOTIATING TEAM

CRESTWOOD EDUCATION  
ASSOCIATION  
NEGOTIATING TEAM

Dr. L.  
Michael Magliani  
Cynthia Tate  
Julie A. Schmitt

Wendy K. Benton  
Beet Madan  
Greg Kent  
Paul Smith  
David Worley

This Agreement was ratified by the Crestwood Education Association on May 17, 2016.

This Agreement was ratified by the Crestwood Board of Education at the meeting of May 19, 2016.

Jim Atoue  
Treasurer

8-29-16  
Date

**CRESTWOOD LOCAL SCHOOLS  
GRIEVANCE FORM (Level \_\_\_\_\_)**

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

ALLEGED VIOLATIONS, MISINTERPRETATIONS OR MISAPPLICATIONS OF AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE (include the pertinent provisions of the concise Agreement, Rule or Regulation, and the date of the alleged violation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

DISPOSITION RENDERED \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition \_\_\_\_\_ Date \_\_\_\_\_

(Attach additional pages if needed for completion of any Section.)

**PARENTAL COMPLAINT FORM**

SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF PARENT(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

NATURE OF COMPLAINT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUGGESTIONS FOR CORRECTION OF SITUATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROBLEM HAS BEEN SUCCESSFULLY RESOLVED:

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

## Teacher Performance Evaluation Rubric

APPENDIX C-1

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

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p><b>Evidence</b></p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>



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

	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
	<p><b>Evidence</b></p>				

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

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

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

**Informal Observation: General Form**

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

## Self-Assessment Summary Tool

Name \_\_\_\_\_ APPENDIX C-3

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

**Ohio Teacher Evaluation System  
Pre- and Post- Conference Questions**

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

**Please note that questions with an asterisk (\*) require a written answer.**

**INSTRUCTIONAL PLANNING FOCUS (Standard 4: Instruction)**

- What is the focus for the lesson?\***
- What content will students know/understand?
- What skills will they demonstrate?
- What standards are addressed in the planned instruction?\***
- Why is this learning important?

**ASSESSMENT DATA (Standard 3: Assessment)**

- What assessment data was examined to inform this lesson planning?\***
- What does pre-assessment data indicate about student learning needs?

**PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS**

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?\***
- What are the connections to previous and future learning?\***
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

**KNOWLEDGE OF STUDENTS (Standard 1: Students)**

- What should the evaluator know about the student population? \***
- How is this developmentally appropriate learning activity?

**INSTRUCTION AND ASSESSMENT LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**

- How will the goals for learning be communicated to students?\***
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?\***
- How will content-specific concepts, assumptions, and skills be taught?

**DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)**

- How will the instructional strategies address all students' learning needs?\***
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

**RESOURCES (Standard 2: Content / Standard 4: Instruction)**

- What resources/materials will be used in instruction?\***
- How will technology be integrated into lesson delivery?



**CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)**

**How will the environment support all students?\***

How will different grouping strategies be used?

How will safety in the classroom be ensured?

How will respect for all be modeled and taught?

**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)**

**How will you check for understanding during the lesson?\***

What specific products or demonstrations will assess student learning / achievement of goals for instruction?

How will you ensure that students understand how they are doing and support students' self-assessment?

**How will you use assessment data to inform your next steps? \*\***

**PROFESSIONAL RESPONSIBILITIES COLLABORATION AND COMMUNICATION (Standard 6)**

How do you cooperate with colleagues?

How do you work with others when there is a problem?

**What is your communication style with students? With families? With colleagues? In what ways do you seek the perspectives of others? Give an example. \*\***

**PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)**

How do you apply knowledge gained from other experiences into your teaching?

**Discuss ways you reflect and analyze your teaching.\*\***

What are some proactive ways you further your own professional growth?

**Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written Improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.**

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

**Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.**

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Professional Growth Plan**

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p><u>Date</u></p> <p>Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">supports needed, resources, professional development</p> <p>Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.  
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

## School Psychologist Professional Practice Rubric

**Purpose of the Rubric**

The School Psychologist Professional Practice Rubric (SPPPR) was developed for three key purposes:

- To provide a description of the *key roles and responsibilities* of a school psychologist. The activity examples are not intended to be exhaustive and additional examples may need to be considered based upon an individual school psychologist's assignment and responsibilities.
- To *inform* the personnel evaluation process of school psychologists.
- To assist school administrators' *recognition* of effective school psychologists and *support of ongoing professional development* for their school psychology staff.

**Using the Rubric**

Key considerations for using the SPPPR include:

- The SPPPR will be used in the personnel evaluation of school psychologists. Additional information should be considered when making evaluation decisions.
- School psychologists should provide evidence, or artifacts, for the evaluator to consider during the formal observation and post conference  
Examples include:  
student progress monitoring data, educational evaluation reports, examples of student work, surveys/feedback on interactions with families, school staff, and community partners.

- The SPPPR should be completed by a supervisor who is familiar with school psychology practices, professional best practices, and ethical principles.
- The activities listed for the rating categories (Accomplished, etc.) are examples. The list is not exhaustive and a rating at that level does not require evidence of each listed practice. A school psychologist may be involved in other activities that should be considered when selecting the appropriate rating.
- The final SPPPR ratings should be reviewed and discussed by the supervisor and school psychologist. Identifying areas of effectiveness and exemplary practice as well as areas in need of improvement are essential for supporting school psychological practices that enhance student academic and mental health outcomes.
- Scoring of the SPPPR should take into consideration the domains determined applicable to the individual school psychologist.
- Timelines and procedures outlined in Section F of Article 10 Evaluation shall be followed.

**School Psychologist Professional Practice Rubric**

**DOMAIN 1: ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY**

School psychologists utilize their knowledge of data-based decision making and accountability, diversity in development and learning, as well as research and program evaluation to assist staff with effective decision making regarding student needs

Indicator	Accomplished (4)	Skilled (3)	Developing (2)	Ineffective (1)
<p>1.1: Utilizes appropriate assessment and data collection methods</p> <p>Part of the School Psychologist's role?</p> <p><input type="checkbox"/> No; Indicator Not Applicable to this Employee</p> <p><input type="checkbox"/> Yes</p> <p>Rating: _____</p>	<p>School Psychologist fulfills the criteria for Level 3 and additionally</p> <p>-Applies evaluation data and findings to intervention, instruction, programming, and services through written reports, intervention plans, and meetings/conferences with parents and/or school staff.</p>	<p>School Psychologist uses assessment and data collection methods that are</p> <p>-Appropriate for the intended purpose.</p> <p>-Appropriate and individualized for the specific student's cultural, linguistic and disability background, and</p> <p>-Of sufficient variety for the intended purpose.</p>	<p>School Psychologist uses assessment and data collection methods that are</p> <p>-Appropriate for the student, and</p> <p>-Administered, scored, and interpreted correctly</p> <p>But are</p> <p>-Limited in variety for the intended purpose, or</p> <p>-Limited in individualization for the specific student(s).</p>	<p>School Psychologist uses assessment and data collection methods that are</p> <p>-Inappropriate for purpose and/or student, or</p> <p>-Are administered, scored, or interpreted incorrectly.</p>
<p>1.2: Contributes to school-wide assessment and data-based practices for academic, social-emotional, and behavioral domains.</p> <p>Part of the School Psychologist's role?</p> <p><input type="checkbox"/> No; Indicator Not Applicable to this Employee</p> <p><input type="checkbox"/> Yes; Indicate domain(s) in which this Employee is involved:</p> <p><input type="checkbox"/> Academic</p> <p><input type="checkbox"/> Social-Emotional</p> <p><input type="checkbox"/> Behavioral</p> <p>Rating: _____</p>	<p>School Psychologist fulfills the criteria for Level 3 and additionally</p> <p>-Serves as a member of school building level teams (e.g., school improvement team, intervention team, etc.),</p> <p>-Conducts a needs assessment to guide the development and delivery of building/district school-wide programs,</p> <p>-Conducts evaluation of school-wide practices and programs to ensure effectiveness and guide continuous improvements, or</p> <p>-Assists with the development and/or delivery of staff professional development to support school-wide assessment practices.</p>	<p>School Psychologist contributes to school-wide assessment practices in a manner that meets the expectations of the role/school(s).</p> <p>Example activities include</p> <p>-Collects, or assists with collection, of student data to inform core curriculum and instructional practices,</p> <p>-Researches and helps select assessments for universal screening,</p> <p>-Summarizes universal screening and/or benchmarking data,</p> <p>-Applies data to curricular decisions and/or instructional practices.</p>	<p>School Psychologist is</p> <p>-Responsive to opportunities to contribute to school-wide assessment practices but contributions are insufficient to meet expectations of school(s)/role, and</p> <p>-Involved in continued professional growth and learning regarding school-wide practices.</p>	<p>School Psychologist</p> <p>-Lacks knowledge about school-wide assessment and data-based decision making practices,</p> <p>-Lacks knowledge about the collection and use of school-wide data, and/or</p> <p>-Fails to take advantage of opportunities to engage in school-wide assessment practices.</p>

**School Psychologist Professional Practice Rubric**

**DOMAIN 1: ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY, continued**

Indicator	Accomplished (4)	Skilled (3)	Developing (2)	Ineffective (1)
<p>1.3: Contributes to progress monitoring and data-based decisions regarding intervention practices for academic, social-emotional, and behavioral domains.</p> <p>Part of the School Psychologist's role?</p> <p><input type="checkbox"/> No; Indicator Not Applicable to this Employee</p> <p><input type="checkbox"/> Yes; Indicate domain(s) in which this Employee is involved:</p> <p><input type="checkbox"/> Academic  <input type="checkbox"/> Social-Emotional  <input type="checkbox"/> Behavioral</p> <p>Rating: _____</p>	<p>School Psychologist fulfills the criteria for Level 3 and additionally</p> <ul style="list-style-type: none"> <li>-Serves as a member of student level teams (e.g., intervention team, problem solving team, etc.),</li> <li>-Conducts evaluation of intervention practices and programs to ensure effectiveness and guide continuous improvements,</li> <li>-Conducts supplemental diagnostic assessments to assist in intervention selection,</li> <li>-Assists with the development and/or delivery of staff professional development to support intervention practices.</li> </ul>	<p>School Psychologist contributes to progress monitoring and data-based decisions regarding intervention practices in a manner that meets the expectations of the school(s)/role.</p> <p>Example activities include</p> <ul style="list-style-type: none"> <li>-Collects, or assists with collection, of student progress monitoring data,</li> <li>-Researches and helps select assessments for progress monitoring,</li> <li>-Summarizes progress monitoring data, and</li> <li>-Applies progress monitoring data to intervention practices and decisions about need for additional services/supports.</li> </ul>	<p>School Psychologist is</p> <ul style="list-style-type: none"> <li>-Responsive to opportunities to contribute to progress monitoring and data-based decisions regarding intervention practices but contributions are <b>insufficient</b> to meet expectations of school(s)/role, and</li> <li>-Involved in continued professional growth and learning regarding progress monitoring and data-based decision making practices.</li> </ul>	<p>School Psychologist</p> <ul style="list-style-type: none"> <li>-Lacks knowledge about data-based problem solving practices,</li> <li>-Lacks knowledge about the collection and use of progress monitoring data, and/or</li> <li>-Fails to take advantage of opportunities to engage in progress monitoring practices.</li> </ul>
<p>1.4: Conducts special education evaluations to inform eligibility, service, and programming decisions.</p> <p>Part of the School Psychologist's role?</p> <p><input type="checkbox"/> No; Indicator Not Applicable to this Employee</p> <p><input type="checkbox"/> Yes</p> <p>Rating: _____</p>	<p>School Psychologist fulfills the criteria for Level 3 and additionally</p> <ul style="list-style-type: none"> <li>-Effectively communicates evaluation findings to school staff through written reports and conferences, and/or</li> <li>-Utilizes evaluation findings to inform accurate eligibility, placement, and service decisions.</li> </ul>	<p>School Psychologist conducts evaluations that are</p> <ul style="list-style-type: none"> <li>-Compliant with minimum requirements of state and federal guidelines,</li> <li>-Appropriate for the student being evaluated, and</li> <li>-Informative for instructional and/or programming purposes.</li> </ul>	<p>School Psychologist conducts evaluations that are</p> <ul style="list-style-type: none"> <li>-Compliant with minimum requirements of state and federal guidelines</li> </ul> <p>But are</p> <ul style="list-style-type: none"> <li>-Limited in appropriateness for the student being evaluated and/or</li> <li>-Limited in providing instructionally relevant information.</li> </ul>	<p>School Psychologist conducts evaluations that are</p> <ul style="list-style-type: none"> <li>-Not compliant with state and federal guidelines, and/or</li> <li>-Inappropriate for the student being evaluated.</li> </ul>



**School Psychologist Professional Practice Rubric**

**DOMAIN 1: ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY, continued**

Indicator	Accomplished (4)	Skilled (3)	Developing (2)	Ineffective (1)
<p>1.5: Completes evaluations in a timely manner.</p> <p>Rating: _____</p>	<p>Completed all in a timely manner</p>	<p>Few evaluations completed after compliance due dates for reasons outside the school psychologist's control</p>	<p>Few evaluations completed after compliance due dates for reasons within the school psychologist's control</p>	<p>Multiple evaluations completed past the compliance due dates</p>
<p>1.6: Utilizes technology as part of data-based decision making practices.</p> <p>Rating: _____</p>	<p>School Psychologist fulfills the criteria for Level 3 and additionally</p> <ul style="list-style-type: none"> <li>-Utilizes technological tools and programs in innovative ways to meet the needs of school(s) and/or enhance job performance,</li> <li>-Provides mentoring and coaching to colleagues regarding the use of technological tools and programs,</li> </ul>	<p>School Psychologist utilizes technology to meet the expectations of role and responsibilities.</p> <p>Example activities include using technological tools to</p> <ul style="list-style-type: none"> <li>-collect assessment data, when appropriate,</li> <li>-score data,</li> <li>-summarize data,</li> <li>-graph data, and/or</li> <li>-share data and findings with others.</li> </ul>	<p>School Psychologist is</p> <ul style="list-style-type: none"> <li>-Involved in continued professional growth and learning regarding the use of technological tools and programs, and/or</li> <li>-Knowledge and skill with technological tools and programs is <b>insufficient</b> to meet expectations of role/school(s).</li> </ul>	<p>School Psychologist</p> <ul style="list-style-type: none"> <li>-Lacks knowledge about the use of technological tools and programs,</li> <li>-Lacks the skills needed to use technological tools and programs, and/or</li> <li>-Fails to engage in professional growth and learning to gain needed knowledge and skills.</li> </ul>

### Related Services Personnel Performance Evaluation Rubric

**Directions:** The Related Services Personnel Performance Evaluation Rubric is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the Related Services. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the formal observation, the post-conference, as well as informal observations (if applicable). A preconference consists of the teacher providing, via email, a lesson focus and student background information at least 24 hours prior to the scheduled observation. A pre-conference meeting may be held if either party requests. Additional evidence may be provided. The timelines and procedures outlined in Section F of Article 10 shall be followed.

The professionalism section of the rubric may use evidence collected during the pre- or post-observation conferences as well as information from the Professional Growth Plan and/or Improvement Plan (if applicable).

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ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTIONAL PLANNING</b>	<b>DOMAIN 1 (Indicator 1.1: Utilizes appropriate assessment and data collection methods)</b>	Uses assessment and data collection methods that are:  -Inappropriate for purpose and/or student, or  -Are administered, scored, or interpreted incorrectly.	Uses assessment and data collection methods that are:  -Appropriate for the student, and  -Administered, scored, and interpreted Correctly  But are limited in variety for the intended purpose, or limited in individualization for the specific student(s).	Uses assessment and data collection methods that are:  -Appropriate for the intended purpose, -Appropriate and individualized for the specific student's cultural, linguistic and disability background, and of sufficient variety for the intended purpose	Fulfills the criteria for Skilled and additionally:  -Applies evaluation data and findings to intervention, instruction, programming, and services through written reports, intervention plans, and meetings/ conferences with parents and/or school staff.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY	<b>DOMAIN 1 (Indicator 1.2: Contributes to school-wide assessment and data-based practices)</b>  <i>Sources of Evidence:</i> Pre-Conference	Ineffective	Developing	Skilled	Accomplished
		Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.

ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY	<b>DOMAIN 1 (Indicator 1.3: Contributes to data-based decisions regarding intervention practices)</b>	Ineffective	Developing	Skilled	Accomplished
		Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.

ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
		Ineffective	Developing	Skilled	Accomplished
ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY	<b>DOMAIN 1</b> <b>(Indicator 1.4:</b> <b>Conducts special</b> <b>education evaluations</b> <b>to inform eligibility,</b> <b>service, and</b> <b>programming</b> <b>decisions.)</b>	Conducts evaluations that are: -not compliant with requirements and/or or -inappropriate for the student being evaluated.	Conducts evaluations that are: -compliant with minimum requirements But are -limited in appropriateness for the student being evaluated and/or -limited in providing instructionally relevant information.	Conducts evaluations that are: -compliant with minimum requirements. -appropriate to the student being evaluated, and -informative for instructional and/or programming purposes.	Fulfills the criteria for Skilled level and additionally: -Effectively communicates evaluation findings to evaluation team members through written reports, conferences/ team meetings, and/or other means of communication -Utilizes evaluation findings to inform eligibility, placement, and service decisions.
	Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
		Ineffective	Developing	Skilled	Accomplished
ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY	<b>DOMAIN 1</b> <b>(Indicator 1.5:</b> <b>Completes evaluations</b> <b>in a timely manner.)</b>	Multiple evaluations completed past the compliance due dates.	Few evaluations completed after compliance due dates without necessary documentation of attempts to comply with deadlines.	With few exceptions, all evaluations completed in a timely manner while documenting multiple attempts to comply with deadlines..	All evaluations completed in a timely manner while documenting multiple attempts to comply with deadlines.
	Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY					
		Ineffective	Developing	Skilled	Accomplished
ASSESSMENT, DATA-BASED DECISION MAKING, AND ACCOUNTABILITY	<b>DOMAIN 1</b> <b>(Indicator 1.6: Utilizes technology as part of practices.)</b>	-Lacks knowledge about the use of technological tools and programs. -Lacks the skills needed to use technological tools and programs. -Fails to engage in professional growth and learning to gain needed knowledge and skills.	-Involved in continued professional growth and learning regarding the use of technological tools and programs and/or  -knowledge and skill with technological tools and programs is insufficient to meet expectations of role / school.	Utilizes technology to meet expectations of role and responsibilities.  Activities may include: -Using technology to collect assessment data (when appropriate), score data, summarize data, graph data, and/or share data or findings with others.	Fulfills the criteria for Skilled level and additionally:  -Utilizes technological tools and programs in highly effective ways to meet the needs of the school and/or enhance job performance.  -Provides mentoring/coaching to colleagues regarding job specific technological skills.
		Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.

INTERVENTIONS AND INSTRUCTIONAL SUPPORT					
		Ineffective	Developing	Skilled	Accomplished
INTERVENTIONS AND INSTRUCTIONAL SUPPORT	<b>DOMAIN 2</b> <b>(Indicator 2.2: Contributes to intervention practices for academic and behavioral domains or non-academic student performance.)</b>	-Lacks knowledge about intervention strategies and practices,  -Fails to take advantage of opportunities to engage in continued professional growth and learning.	-Responsive to opportunities to contribute to intervention practices but contributions are insufficient to meet expectations of school(s)/role, and is  -Involved in continued professional growth and learning regarding intervention practices.	Contributes to intervention practices in a manner that meets the expectations of the role/school(s).  Activities may include: - Researches and helps select intervention strategies and approaches for school(s); helps develop intervention plans for individual students or small groups of students; applies progress monitoring data to intervention practices and decisions about need for additional services/supports; assists staff in learning and implementing new intervention strategies, approaches, or programs; and assists in the collection of information about implementation integrity; contributes to the developing practices in the area of intervention practices.	Fulfills the criteria for Skilled level and additionally:  -Serves as a member of student level teams (e.g., intervention team, problem solving team, etc.),  -Supports evaluation of intervention practices and programs to ensure effectiveness and guide continuous improvements, or  -Assists with the development and/or delivery of staff professional development to support intervention practices.
		Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.

INTERVENTIONS AND INSTRUCTIONAL SUPPORT					
		Ineffective	Developing	Skilled	Accomplished
INTERVENTIONS AND INSTRUCTIONAL SUPPORT	<p><b>DOMAIN 2</b> (Indicator 2.3: Utilizes information about student background, culture and characteristics to inform decisions related to instruction, intervention, and service delivery.)</p>	<p>Lacks an understanding of the influence of factors such as culture, linguistic, socioeconomic status, gender, national origin, religion, disability, health status on student learning and behavior.</p> <p>Fails to take advantage of opportunities to engage in continued professional growth and learning.</p>	<p>Involved in continued professional growth regarding student diversity and academic, social-emotional, and behavioral outcomes,</p> <p>But practices demonstrate limited application of this knowledge to decision making related to instruction and service delivery.</p>	<p>Demonstrates an understanding of and sensitivity to the influence of factors such as culture, language, socioeconomic status, gender, national origin, religion, disability, health status on student learning and behavior.</p>	<p>Fulfills the criteria for Skilled level and additionally:</p> <p>Assists with the development and/or delivery of staff professional development on student diversity.</p> <p>Provides mentoring and coaching to colleagues regarding issues of diversity and student learning.</p> <p>Applies knowledge to assist students, schools, and/or community, for example, addressing issues of disproportionately in special education identification or suspension/expulsion data.</p>
	Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CONSULTATION AND COLLABORATION					
		Ineffective	Developing	Skilled	Accomplished
CONSULTATION AND COLLABORATION	<p><b>DOMAIN 3</b> (Indicator 3.1: Engages in consultation and collaboration with school staff.)</p>	<p>Lacks knowledge and skills about effective consultation strategies and practices, and/or</p> <p>Fails to take advantage of opportunities to engage in continued professional growth and learning.</p>	<p>Involved in continued professional growth regarding consultation and collaboration strategies.</p> <p>However, individual's practices demonstrate limited application of knowledge and skills to expected roles and responsibilities.</p>	<p>Effectively engages in consultation and collaboration with school staff.</p> <p>Activities may include:</p> <ul style="list-style-type: none"> <li>Assists teachers with identifying concerns to target through intervention supports team/teachers with implementation of interventions through modeling, coaching, providing feedback or training, works with others as part of a team (e.g. intervention team, problem-solving team, committee), and/or utilizes skills/strategies for facilitating and conflict resolution; and/or communicates with school staff in a clear and ethical manner.</li> </ul>	<p>Fulfills the criteria for Skilled level and additionally:</p> <p>Assists with the development and/or delivery of staff professional development on collaboration and consultation.</p> <p>Provides mentoring and coaching to colleagues regarding consultation strategies.</p> <p>Applies knowledge in innovative ways to assist students, schools, or community. For example, designing a process for collaborative team meetings.</p>
	Evidence	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CONSULTATION AND COLLABORATION					
CONSULTATION AND COLLABORATION		Ineffective	Developing	Skilled	Accomplished
		<b>DOMAIN 3 (Indicator 3.2: Engages in consultation and collaboration with parents and families.)</b>	Lacks knowledge about effective consultation strategies and practices, and/or  Fails to take advantage of opportunities to engage in continued professional growth and learning.	Involved in continued professional growth regarding consultation and collaboration strategies.  However, individual's practices do not meet expected roles and responsibilities.	Effectively engages in consultation and collaboration with parents and families.  Activities may include: - Answers questions clearly and comprehensively; discusses parent concerns and provides suggestions for strategies to use at home; clearly explains assessment data and intervention strategies; explains school procedures for services such as special education, intervention, etc.; clearly explains evaluation findings and eligibility following special education evaluation; and/or communicates with parents and families in a clear and ethical manner.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

LEADERSHIP					
LEADERSHIP		Ineffective	Developing	Skilled	Accomplished
		<b>DOMAIN 4 (Indicator 4.1: Seeks professional growth and learning opportunities to advance own knowledge and skill.)</b>	Does not seek out or take advantage of opportunities to engage in professional learning and/or  Does not respond to feedback from supervisor(s) regarding the need for professional learning.	Attends mandatory professional learning events, but does not demonstrate application of knowledge/skill addressed in professional learning event, or initiates attendance at optional professional learning events.	Responds well to constructive feedback; utilizes feedback to identify areas for professional growth; initiates attendance at optional professional learning events; engages in professional reading of current research and practice; demonstrates application of knowledge/skill addressed in attended professional learning events.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

LEADERSHIP					
	Ineffective	Developing	Skilled	Accomplished	
LEADERSHIP	<b>DOMAIN 4</b> <b>(Indicator 4.2: Contributes to School Improvement or to his/her Professional Practice.)</b>	Rarely or never contributes ideas to improve school, district, or cooperative efforts.	Responds to direct requests for involvement in activities/committees but does not initiate involvement in such activities.	Contributes ideas and expertise for school improvement.  Participates in activities focused on improving the procedures and practices of the school/district.	Fulfills the criteria for Skilled level and additionally:  Assumes leadership positions in professional organizations or school and district committees, and/or  Mentors university students and interns.
		Rarely participates in activities/committees.  Little or no involvement in activities to advance his/her professional practice.			
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

LEADERSHIP					
	Ineffective	Developing	Skilled	Accomplished	
LEADERSHIP	<b>DOMAIN 4</b> <b>(Indicator 4.3: Advocates for student success.)</b>	Demonstrates limited commitment to the growth and learning of students.	Demonstrates a concern about student failure or lack of progress but does not advocate for student needs.	Demonstrates a concern for student learning and outcomes by advocating for a change in instruction or services when needed.  Advocates in a respectful and effective manner.	Fulfills the criteria for Skilled level and additionally:  -Provides support and mentoring to colleagues regarding student advocacy when appropriate.  -Provides support and mentoring to parents in regards to their child's needs
		Accepts student failure and lack of growth and doesn't advocate for a change in instruction or services.			
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CORE PROFESSIONALISM					
	Ineffective	Developing	Skilled	Accomplished	
CORE	<b>DOMAIN 5</b> <b>(Indicator 5.2: Communication.)</b>	Fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	Uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation of achieve the intended outcome.	Uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	Communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



CORE PROFESSIONALISM					
	Ineffective	Developing	Skilled	Accomplished	
CORE	<b>DOMAIN 5 (Indicator 5.3: Respect and Professional Conduct)</b>	Consistently fails to interact with students, parents/families, community members, and colleagues in a respectful, professional, and confidential manner.	Periodically fails to interact with students, parents/families, community members, and colleagues in a respectful, professional, and confidential manner.	Interacts with students, parents/families, community members, and colleagues in a respectful, professional, and ethical manner.  Presents student-related information in a confidential manner.	Demonstrates a high level of respect, professional conduct, and awareness of diversity when interacting with students, parents/families, community members, and colleagues.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CORE PROFESSIONALISM					
	Ineffective	Developing	Skilled	Accomplished	
CORE PROFESSIONALISM	<b>DOMAIN 5 (Indicator 5.4: Policies and Procedures)</b>	Demonstrates a pattern of failing to follow state, school, and district policies and procedures.  Demonstrates limited knowledge of state, school, and district policies and procedures.	Periodically fails to follow state, school, and district policies and procedures.  Demonstrates an incomplete knowledge of state, school, and district policies and procedures.	Follows state, school, and district policies and procedures.  Demonstrates a working knowledge of state, school, and district policies and procedures.	Follows state, school, and district policies and procedures.  Demonstrates a comprehensive knowledge of state, school, and district policies and procedures.  Provides support or mentoring to colleagues regarding state, school, and district policies and procedures.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

CORE PROFESSIONALISM					
	Ineffective	Developing	Skilled	Accomplished	
CORE PROFESSIONALISM	<b>DOMAIN 5 (Indicator 5.5: Goals)</b>	Fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	Identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	Sets data-based short- and long-term professional goals and takes action to meet these goals.	Sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.
	<b>Evidence</b>	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



**CRESTWOOD LOCAL SCHOOLS  
LIMITED CONTRACT  
Section 3319.07-3319.08 ORC**

AN AGREEMENT entered into between \_\_\_\_\_, PARTY OF THE FIRST PART, and the Board of Education of the Crestwood Local School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

- (a) To teach in the public schools of said District for \_\_\_\_\_  
\_\_\_\_\_.
- (b) To abide by and maintain the written policies and rules adopted by said Board of Education, and to carry out the educational programs of the County Superintendent and the Local School Superintendent.
- (c) To give up his/her position, only with the consent of said Board, after the tenth (10th) of July prior to the school year for which he/she has been employed. (See ORC 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES: to pay PARTY OF THE FIRST PART, the sum of \_\_\_\_\_, payable in \_\_\_\_\_ installments.

ENTERED INTO at Mantua, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CATEGORY/STEP \_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Treasurer

On contracts for more than one (1) year, the provisions of Section 3319.12 ORC as to Salary Notices apply.

**CRESTWOOD LOCAL SCHOOLS  
CONTINUING CONTRACT  
Sections 3319.01-.07-.08-.11-.12 ORC**

AN AGREEMENT entered into between \_\_\_\_\_, PARTY OF THE FIRST PART, and the Board of Education of the Crestwood Local School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

- (a) To teach in the public schools of said District from the date of this contract until he/she resigns, elects to retire, is retired pursuant to Section 3307.37 of the Revised Code, or until said contract is terminated or suspended as provided by law.
- (b) To abide by and maintain the written policies and rules adopted by said Board of Education, and to carry out the educational programs of the County Superintendent and the Local School Superintendent.

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES: to pay PARTY OF THE FIRST PART, the sum of \_\_\_\_\_, annually. Said sum to be payable in a specified number of installments, as shall be indicated in Salary Notices to be sent annually as provided by law.

ENTERED INTO at Mantua, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CATEGORY/STEP \_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Treasurer

APPENDIX I

CRESTWOOD LOCAL SCHOOLS  
LIMITED SUPPLEMENTAL CONTRACT

AN AGREEMENT entered into between \_\_\_\_\_, PARTY OF THE FIRST PART, and the Board of Education of the Crestwood Local School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

- (a) In addition to regular teaching assignment, to perform the following duties for and in behalf of said Board: \_\_\_\_\_ for the period \_\_\_\_\_.
- (b) To abide by and maintain the written policies and rules adopted by said Board.

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES: to pay PARTY OF THE FIRST PART, the sum of \_\_\_\_\_, payable \_\_\_\_\_.

ENTERED INTO at Mantua, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CATEGORY/STEP \_\_\_\_\_

Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Treasurer

NOTE: This contract automatically expires at the end of the academic term (no later than June 30 of the academic year in which it was entered).

CRESTWOOD LOCAL SCHOOLS

SALARY NOTIFICATION

TO: \_\_\_\_\_

IN ACCORDANCE WITH OHIO REVISED CODE 3319.12, YOU ARE HEREBY NOTIFIED THAT YOUR SALARY FOR THE SCHOOL YEAR 20\_\_\_\_ TO 20\_\_\_\_ WILL BE \_\_\_\_\_, BEGINNING \_\_\_\_\_, 20\_\_\_\_, AND ENDING \_\_\_\_\_, 20\_\_\_\_, PAYABLE IN TWENTY-SIX (26) BIWEEKLY INSTALLMENTS.

BASIS OF COMPUTATION:

THE BOARD OF EDUCATION

Degree Status \_\_\_\_\_

\_\_\_\_\_  
President

Regular Service Credit \_\_\_\_ Yrs

Military Service Credit \_\_\_\_ Yrs

\_\_\_\_\_  
Treasurer

Category/Step \_\_\_\_\_

Issued at Mantua, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**COMPREHENSIVE MAJOR MEDICAL BENEFITS**

**Precertification Review:** Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by an additional \$500.00 deductible.

All benefits will be based upon Allowed Amount

Annual Maximum Amount Payable per Individual ..... No Limit

**Network (PPO Providers)**

Physician/Office Services (co-pay).....	Primary Care	Specialist
Office Visit .....	\$10.00	\$20.00
Surgical Services .....	\$10.00	\$20.00
Immunizations .....	\$10.00	\$20.00
Allergy Testing .....	\$10.00	\$20.00
Speech Therapy .....	\$20 co-pay	
Physical/Chiropractic/Occupational Therapy .....	\$20 co-pay	
Urgent Care .....	\$35.00 co-pay	
Calendar Year Deductible:		
Per Individual.....	\$250.00	
Per Family .....	\$500.00	

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):	
Per Individual.....	\$1,000.00
Per Family .....	\$2,000.00

**Non-Network (Non-PPO Providers)**

Physician/Office Services (co-pay).....	Primary Care/Specialist
Office Visit .....	30% after deductible
Surgical Services .....	30% after deductible
Immunizations.....	30% after deductible
Allergy Testing .....	30% after deductible
Speech Therapy .....	30% after deductible
Physical/Chiropractic/Occupational Therapy .....	30% after deductible
Urgent Care .....	30% after deductible
Calendar Year Deductible:	
Per Individual.....	\$500.00
Per Family .....	\$1,000.00

Then: all eligible charges will be paid at 70% until the maximum out-of-pocket amount has been satisfied.



With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

**Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):**

Per Individual..... \$2,000.00  
 Per Family ..... \$4,000.00

**COVERED SERVICES**

<b><u>Subject to deductible and co-pay unless otherwise stated:</u></b>	<b>Percentage Payable Network</b>	<b>Non-Network</b>
Maximum Daily Room Charge (In Hospital)	90%	70%
Private Room Rate (The Hospital's average semi-private room rate)	90%	70%
Special Care Unit (ICU & CCU)	90%	70%
Inpatient Miscellaneous Charges	90%	70%
Inpatient Physicians Visits	90%	70%
Preadmission Testing (deductible does not apply)	100%	100%
Diagnostic X-ray and Lab	90%	70%
Consultation Expenses	90%	70%
Surgical Expense Benefits	90%	70%
Voluntary Second Surgical Opinion (deductible does not apply)	100%	100%
Outpatient Surgery	90%	70%
Durable Medical Equipment	90%	70%
Anesthesia	90%	70%
Ambulance Services	90%	70%
Emergency Room Treatment - Life Threatening Accident	\$75.00 co-pay Then 100%	Then 100%
Care received within 90 days as long as initial treatment is received within 72 hours of accident		
Emergency Room Treatment- Life Threatening Illness	90%	90%
Emergency Room Treatment - Non Life Threatening Accident.	\$75.00 co-pay Then 90%	Then 70%
Care received within 90 days as long as initial treatment is received within 72 hours of accident		
Emergency Room Treatment- Non Life Threatening	\$75.00 co-pay  Then 90%	Then 70%
Physician Office Visits	90%	70%

	90%	70%
	Percentage Payable	
	Network	Non-Network
<b>Injectable Prescription Drugs</b>	90%	70%
<b><u>Deductible and Co-pay does not apply In Network:</u></b>		
Wellness Benefits	100%	30% after deductible
Women's Preventive Health	100%	30% after deductible
Mammogram	100%	30% after deductible
Pap Smear or Prostate Exam	100%	30% after deductible
Maximum: 1 per Calendar Year		
Well Child Benefit (Age 1 - Age 21)	100%	30% after deductible
Well Baby Benefit (Birth - Age 1)	100%	30% after deductible
Colon and Rectal Exam (Age 40 and Over)	100%	30% after deductible
Maximum: 1 per Calendar Year		
Genetic Testing (not subject to deductible)	100%	Not Covered
Therapy Services (Includes medically necessary cardiac rehabilitation, radiation therapy, chemotherapy, dialysis, physical therapy, speech therapy, and occupational therapy)	90%	70%
Skilled Nursing/Rehabilitation Facility	90%	70%
Private Duty Nursing	90%	70%
Home Health Care Calendar Year Maximum: 100 visits	90%	70%
Hospice Care Deductible does not apply Lifetime Maximum: 6 months	70%	70%
Transplants	90%	70%
Mental/Nervous Disorders		
Inpatient	90%	70%
Outpatient	90%	70%
Alcohol & Substance Abuse		
Inpatient	90%	70%
Outpatient	90%	70%

**PPO PROVISIONS**

**Treatment from Non-PPO (Non-Network) Providers in Certain Circumstances.**

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO service area and has a medical emergency requiring immediate care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mile radius of a PPO facility or is referred to an Out of Network Provider.
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

**Prescription Drug Benefits as follows:**

	<u>Non-Formulary</u>	<u>Formulary</u>	<u>Generic</u>
Retail	\$30.00 co-pay	\$15.00 co-pay	\$10.00 co-pay
Mail Order- 90 Day	\$60.00 co-pay	\$30.00 co-pay	\$20.00 co-pay

**Dental Plan**

	<u>In-Network</u>	<u>Out-of-Network</u>
Calendar Year Deductible	\$25.00	\$25.00
Family Limit- 2 per family		
Waived for Preventative		
Charges Covered Plan Pays (on average)	<u>In-Network</u>	<u>Out-of-Network</u>
<u>Preventative Care</u>	100%	100%
Cleaning (prophylaxis)		
Frequency- Twice per Calendar Year		
Fluoride Treatments (No age limits)		
Oral Exams		
Periodontal Maintenance		
(2 additional payable with history of perio disease)		
Sealants (per tooth)		
X-rays		
<u>Basic Care</u>	80%	80%
Anesthesia		
Fillings (Restrictions may apply to composite fillings)		
Inlays, Onlays, Veneers (subject to necessity requirements)		
Perio Surgery		
Repair & Maintenance of Crowns, Bridges & Dentures		
Root Canal		
Scaling & Root Planing (per quadrant)		
Simple Extractions		
Single Crowns		
Surgical Extractions		
<u>Major Care</u>	80%	80%
Bridges and Dentures		
<u>Orthodontia</u>	60%	60%
Limits: Child(ren)		

Annual Maximum Benefit	\$2000.00	\$2000.00
Lifetime Orthodontia Benefit	\$2000.00	
Dependent Age Limits	26	

**Genetic Testing and Surgical Procedures for High Risk Patients –**

**Genetic Testing**

The appropriateness of genetic testing must be demonstrated in medical records which identify the patient as having a strong family history of breast cancer and/or ovarian cancer.

Family history is defined by any of the following criteria:

- Multiple relatives are affected;
- Relatives including self were diagnosed at comparatively younger ages than is typical (prior to age 50);
- Relatives have multiple primary cancers;
- There is an autosomal dominant pattern that indicates that the patient is in a common genetic path with her affected relatives.

**Results**

A patient in any of the following circumstances may be considered high risk:

- A mutated BRCA gene found by genetic testing;
- Lobular neoplasia (fluid type 2), also referred to as LCIS or lobular carcinoma in situ (this pertains to removal of the uninvolved breast);
- Atypical lobular hyperplasia, type 1.

**Further Treatment**

Prophylactic surgery and reconstruction when results of the genetic test BRCA I or BRCA II confirms the mutation of the gene will be covered. This will include a prophylactic mastectomy or oophorectomy.

Such coverage will be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.

**Non Covered Conditions**

BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing.

BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.

Tissue samples from other family members not covered under the Plan may be required to provide the medical information necessary for the proper care of the covered member.

**Vision Examinations**

- Limited to one exam every 12 months
- 100% up to \$40.00 per year

**Lenses**

- Limited to one pair every 12 months
- Single vision lenses – 100% up to \$50.00
- Bifocal Lenses – 100% up to \$70.00
- Trifocal Lenses – 100% up to \$80.00
- Lenticular Lenses – 100% up to \$100.00

**Frames**

- Limited to one set each 12 months
- 100% up to \$75.00

**Contact Lenses**

- Limited to one set each 12 months
- Elective 100% up to \$125.00 in lieu of lenses and frames
- Necessary 100% to \$175.00

**HOME HEALTH AND HOSPICE CARE**

**HOME HEALTH CARE SERVICES:** Provides home and office visits for the treatment of an injury, illness or condition for which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of 100 visits:

- ★ Professional services of a R.N. or L.P.N.
- ★ treatment by physical means, occupational therapy or speech therapy.
- ★ medical and surgical supplies.
- ★ prescribed drugs.
- ★ oxygen and its administration.
- ★ medical social service consultations.
- ★ health aid services when you are also receiving covered nursing or Therapy Services.

We do not pay Home Health Care Services for:

- ★ dietician services.
- ★ homemaker services.
- ★ maintenance therapy.
- ★ dialysis treatment.
- ★ purchase or rental of dialysis equipment.
- ★ food or home delivered meals.
- ★ training.

**HOSPICE BENEFITS -** Benefits will be payable if an eligible individual has covered charge for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment. Covered Charges Include:

1. Room and Board for confinement in a hospice.
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse.
4. Home health aide services.
5. Nutrition services.
6. Special meals.
7. Counseling services by a licensed social worker or a licensed pastoral counselor.
8. Bereavement counseling by a licensed social worker or licensed pastoral counselor for patient's immediate family as follows:
  - a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
  - b. such services will only be covered during the six month period following the patient's death.

**Limitations:** Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less.
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

"Patient's immediate family" is the patient's spouse and children eligible under this program.

**Health Reimbursement Account (HRA)**

July 1, 2016 – June 30, 2019

- Allows employees to earn toward their OOP (Out of Pocket) costs based on their Vitality status.
- Employees will be responsible for OOP amounts they don't earn.
- Employees are responsible for Coinsurance, OOP Maximums and Copays.
- Employees who reach any status may roll 100% of their balances over to the next year.

**Amounts Earned Per Status Level:**

Status Level	Single	Family
Silver	\$50	\$100
Gold	\$25	\$50
Platinum	\$25	\$50
Completed VHR**	\$50	\$50
Completed Biometrics**	\$25	\$25
Total Funds Available	\$175	\$275

\*\*The VHR and Biometric screenings must be completed prior to November 1<sup>st</sup> of each year in order to receive the reimbursement.

- Vitality Status Levels start over on July 1<sup>st</sup> each year.
- If the HRA is disbanded or when an employee retires, the district agrees to allow members to use their remaining balance until their balance is depleted. Exceptions to this are if an employee has resigned or is terminated.
- The HRA card is loaded on the 1<sup>st</sup> of each month.
- The HRA card may be used for any medical/dental/vision/prescription expense.

CRESTWOOD LOCAL SCHOOLS

PROFESSIONAL STAFF TUITION REIMBURSEMENT REQUEST FORM

Name \_\_\_\_\_ Building \_\_\_\_\_

Date of Request \_\_\_\_\_ Name of Course \_\_\_\_\_

Tuition Cost/Workshop Cost \$ \_\_\_\_\_ University/Provider \_\_\_\_\_

Hours to be Taken (Semester) \_\_\_\_\_ (Quarter) \_\_\_\_\_

Date to be Taken \_\_\_\_\_

\*\* If a bargaining unit member wishes to know if reimbursement will be paid, this request should be made prior to enrolling in the course.

Signature of Professional Staff Member \_\_\_\_\_

\*\*\*\*\*

Principal's Approval \_\_\_\_\_

Superintendent's Approval \_\_\_\_\_

<u>OFFICE OF THE TREASURER</u>	
COURSE COMPLETED	_____
TRANSCRIPT RECEIVED	_____
\$ AMOUNT DUE	_____
DATE PAID	_____

**CONFERENCE REPORT FORM**

New Teacher \_\_\_\_\_ District \_\_\_\_\_

Mentor \_\_\_\_\_

As part of the Entry Year Program, documentation is required for individual contacts made between the New Teacher and the Mentor. At the completion of each monthly conference, both the New Teacher and the Mentor are to sign indicating that a conference has taken place. After the last conference in May, this form will be given to the Superintendent.

**SEPTEMBER** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**OCTOBER** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**NOVEMBER** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**DECEMBER** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**JANUARY** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**FEBRUARY** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**MARCH** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**APRIL** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**MAY** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature

**OTHER CONTACT** – Date \_\_\_\_\_

\_\_\_\_\_  
New Teacher's Signature

\_\_\_\_\_  
Mentor's Signature



## **Pregnancy/Post Pregnancy Leave**

In general, the leave policy for pregnancy/post pregnancy recovery is as follows:

(All of this is contingent upon the birth date of your baby so it is difficult to determine exact dates until then.)

You are entitled to use sick leave (with full pay and benefits) for 30 work days after the birth of your baby, provided you have accumulated sick leave to accommodate this amount of time. If you do not have sufficient sick leave, you would receive what you have available.

The first day of leave begins when your physician indicates you need to quit working or on the day your baby is born (whichever is the earliest), and continues for each workday thereafter until he/she indicates you are able to return to work (again, provided you have enough sick leave accumulated).

Post pregnancy recovery is allowed for up to 30 work days after the birth date of your baby unless your doctor finds it medically necessary for you to remain off work for a longer time. School calendar "off days" do not count in this 30-day period. In other words, school vacation days (or calamity days) extend the leave time. (See CEA agreement for births during the summer months.)

After your authorized paid sick leave is used, you are then on unpaid leave (maternity leave) which requires you to submit a letter requesting unpaid maternity leave from the Board of Education. After submitting your letter of request, the Board will act upon your leave at its next regular meeting.

If you qualify for benefits under the Family and Medical Leave Act (having worked 1250 hours in the previous 12 months) after unpaid leave is approved, you are entitled to board-paid medical benefits while on unpaid leave to continue coverage without interruption for a total of 12 weeks. This memorandum will serve notice to you that any leave under the Family and Medical Leave Act will be concurrent with paid post-pregnancy recovery leave. After the 12 weeks of Family and Medical Leave, you may continue insurance coverage while on further unpaid leave by paying the monthly premiums. The treasurer's office will notify you of the amounts of the premiums and due dates for payment when your request for unpaid leave is approved.

**Supplemental Contracts: Approximation of Time Expectations**

Academic Year \_\_\_\_\_

Title/Position \_\_\_\_\_

Approximate range of calendar dates: From \_\_\_\_\_ to \_\_\_\_\_

Approximate number of days per week \_\_\_\_\_

Approximate number of hours per day on average \_\_\_\_\_

Approximate dates of performances, product delivery, service delivery

\_\_\_\_\_  
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\_\_\_\_\_

Responsible Supervisor Initials \_\_\_\_\_ Date \_\_\_\_\_

Candidate/Coach/Advisor initials: \_\_\_\_\_ Date \_\_\_\_\_

cc: Bargaining Unit Member  
Superintendent  
CEA President

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**WITH THE COMPLIMENTS**

**OF THE**

**CRESTWOOD EDUCATION ASSOCIATION**

**OHIO EDUCATION ASSOCIATION**  
**591 BOSTON MILLS ROAD, SUITE 100**  
**HUDSON, OHIO 44236-1112**  
**330-650-9200 // 1-800-654-4034**

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**Wendy Benton, CEA President**

**John Avouris, Labor Relations Consultant**