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# NEGOTIATED AGREEMENT

between the

**CRESTVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

and

**CRESTVIEW EDUCATION ASSOCIATION**

September 1, 2025 - August 31, 2028

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## ARTICLE I – RECOGNITION

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

## ARTICLE II – SCOPE OF BARGAINING

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

## ARTICLE III – NEGOTIATING PROCEDURE

A. Procedure

A written request for negotiations to commence may be submitted by the Association to the President of the Board or by the Board to the President of the Association not sooner than March 15 and not later than 60 calendar days prior to the contract expiration date. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. Upon mutual agreement of both parties, negotiations may commence bargaining prior to March 30th. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives.

B. Duplication

1. As soon as is reasonably possible after the parties have formally ratified this Agreement, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished with a copy of the Agreement upon employment.

2. The CEA shall bear the full cost of the labor and materials utilized in preparing the final draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the final draft and for any subsequent amendment(s) of the Agreement.

C. Impasse

1. In the event that a tentative agreement has not been reached on all items prior to the expiration of the current contract, either party then may declare an impasse of negotiations. Upon declaration of such impasse, that party, or both parties in unison, shall request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall seek to promote and/or develop an agreement between the parties and shall have all the necessary authority to call and schedule meetings between the parties for such purposes. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Service for its services, if any, shall be shared equally by the parties.

2. The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon dispute resolution procedure" under Ohio Revised Code Chapter 4117.

3. If an agreement is not reached within ten (10) days after expiration of the existing Agreement, the Crestview Education Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code.

## ARTICLE IV – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the procedure is to provide a way for the Board and employees of the Board to reach solutions to problems.

2. It is the intent of the procedure to provide a simple, straightforward, and easily understood process for solving problems at the lowest possible administrative level as fairly and as expeditiously as possible.

B. Definitions

1. Grievance

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

2. Grievant

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

3. Days

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

4. Appropriate Immediate Supervisor

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

C. Procedure

1. Authority to Resolve Grievances

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

2. Grievance Forms

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

3. Time Limits

   a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered maximum, and an effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement.

   b. Failure of the Board or an administrator to process a grievance within the time limits specified, shall permit the grievant to proceed to the next step.

   c. Failure of the grievant to process the grievance within the time limits shall result in a waiver of the right to proceed further.

4. Representation

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

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

6. Freedom from Reprisals

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

7. Grievance Records

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

D. Processing of Grievances

1. Step 1 – Informal

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

2. Step II – Formal

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

   b. The immediate supervisor shall dispose of the written grievance within five (5) days after the conclusion of the conference. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the teacher, President of the Association and the Superintendent.

3. Step III – Formal

   a. If the action taken does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent on Appendix A by stating under "Remedy Sought" the reason the grievant disagrees with the disposition at Step II.

   b. Failure to file such appeal within five (5) days from receipt of the written disposition at Step II shall constitute a waiver of the right to appeal.

   c. Upon request, a conference shall be conducted by the Superintendent within five (5) days.

   d. The Superintendent shall dispose of the grievance in writing, with reasons stated, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the Association and the building principal.

4. Step IV – Formal

   a. If the Association is not satisfied with the disposition at Step III, it may request that the issue be submitted to arbitration within ten (10) days after receipt of the Superintendent's written disposition of the grievance.

   b. The arbitrator shall be selected by mutually requesting a list of seven (7) names from the American Arbitration Association (AAA). Either party may request a second list. The parties shall alternately strike a name from the list until a single name remains. The first party to strike a name shall be decided by a flip of a coin. The final name shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the AAA.

c. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties at the hearing.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented.

e. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding.

f. The cost for the arbitration shall be shared equally by the Board and the Association.

## ARTICE V – ASSOCIATION RIGHTS

The Association has the right to:

A. Use school mailboxes and staff room bulletin boards for organization communication.

B. Board meeting agendas and minutes are available online through Board docs.

C. Regular and special Board meeting notices are available as per Board policy.

D. Use school buildings for Association meetings subject to prior approval by the Superintendent or his/her designee.

E. Use office and audio visual equipment, provided they are not being used or are not required for any school business or activity.

F. Use school telephones for local calls. The Association will reimburse the Board for the cost of all long distance calls.

G. The Board shall allow an Association representative a reasonable period of time, not to exceed fifteen (15) minutes, to speak during the time reserved for public discussion at regular Board meetings. The Association President must inform the Superintendent, in writing, seventy-two (72) hours in advance of the scheduled board meeting.

H. Make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal.

I. Payroll deductions

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

1. Professional Dues Deductions

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

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

3. All bargaining unit members that have enrolled in a 403(b) plan effective October 31,2008, will have the administrative fee, if applicable paid by the Crestview Board of Education.

4. Credit Union Deductions – Must be requested on the proper authorization form.

5. Ohio Tuition Trust Authority.

6. When an employee requests in writing by the Friday preceding the pay date to make a change in deductions, the Board shall make such deduction(s) with the next paycheck.

7. Other deductions may be made if a minimum of five (5) employees are enrolled.

8. Changes to any payroll deductions or banking instructions must be in writing, signed by an employee and presented to the Treasurer's office in person.

J. By October 1 of each year, the Board shall provide the Association, upon request, with a list of the names, addresses, telephone numbers and assignments for all members of the bargaining unit.

K. Fair Share Fee

This section is null and void as a matter of law based on the Supreme Court Decision in Janus v. AFSCME, Council 31 138 S.Ct. 2448,2455 (U.S., 2018), and will not be implemented, but is preserved should the law change in future years.

The Board agrees to automatic payroll deduction as a condition of employment of an amount not to exceed the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members. The amount of the fee shall be determined by the Association. The Board shall be held harmless for payroll deductions that occur as a result as a condition of employment.

The Association shall notify the Board by September 16 as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. The Board Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Association. The Fair Share Fee shall be equal for all nonmembers and shall not exceed dues paid by members.

The Association recognizes its obligation to represent all members of the bargaining unit fairly and equitably whether or not they are members of the Association. The Association will keep the Board Treasurer advised at all times of: (a) the amount of dues, (b) the names of its members, and (c) the names of its members who pay their dues directly to the Association rather than through payroll deduction.

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conform to Federal law and provisions of R.C. 4117.09(C).

Failure of an employee to pay the required Fair Share Fee shall give the Association a right to bring legal action against the employee in a court of competent jurisdiction. No member of the

bargaining unit is required by this agreement to become a member of the Association.

Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or union dues, as provided in R.C. 4117.09(C).

The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees or dues; to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.

All monies from Association memberships shall be remitted to the Association's Treasurer in a timely manner.

If the bargaining unit member leaves the employment of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction if the paycheck is insufficient to pay the dues owed. This provision shall not apply due to the death of the bargaining unit member.

## ARTICLE VI – COMPENSATION AND REIMBURSEMENT

A. Salary

The B.A.-0 salary for the 2025-2026, 2026-2027 and 2027-2028 school years shall be $40,737, $41,552 and $42,383. (See Appendix B-1, B-2 and B-3 salary schedules.)

B. Salary Adjustment

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

C. Experience Credit

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

D. Mileage

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

E. Severance Pay

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

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

| Accumulated Unused Sick Leave | Severance Days |
|---|---|
| 121-130 | 37 |
| 131-140 | 38 |
| 141-150 | 39 |
| 151-160 | 40 |
| 161-170 | 41 |
| 171-180 | 42 |
| 181-190 | 43 |
| 191-200 | 44 |
| 201-210 | 45 |
| 211-220 | 46 |
| 221-235 | 47 |
| 236-242 | 48 |
| 243-249 | 49 |
| 250-255 | 50 |
| 256-260 | 51 |

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

F. Tuition Reimbursement

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

2. A maximum of Twelve Thousand Dollars ($12,000.00) will be appropriated annually for the purpose of tuition reimbursement. Any unused balance will not be carried over to the next fiscal year.

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

G. Paydays

1. Paydays shall be on alternate Fridays in twenty-six (26) or twenty-seven (27) equal pays, beginning in September. If the regularly scheduled payday falls on a holiday or vacation day, the pay date will be moved to the last employee workday preceding the holiday or vacation day.

2. The Board shall make direct deposit of an employee's paycheck to the bank of their choice provided guidelines for electronic transfer of funds meet all Federal Reserve requirements. All employees shall have the electronic deposit. Paystubs are available via email or through online portal.

H. Internal Substitute Pay

1. A bargaining unit member who covers the class of an absent teacher during his/her planning and conference time at the request of the administration or who is assigned ten or more students from another class during their regularly scheduled class shall be compensated at the rate of $25.00 per class (conference) period. Payment for this work will normally be made at a regularly scheduled pay period within thirty (30) days.

2. A bargaining unit member on duty period, however, may be assigned to cover a class of an absent teacher without additional pay.

I. Longevity

1. Employees who would be eligible for a step 16 on the salary schedule will be granted a longevity payment of $1,000 per year for each year until they reach step 20 on the salary schedule.

2. Employees with 27 years of experience or more shall be granted longevity according to the following schedule:

| *Bachelor* | *150 Semester Hours* | *Masters* | *Masters +15* |
|---|---|---|---|
| $ 1,500 | $ 1,750 | $ 2,000 | $ 2,500 |

3. This amount will be paid in equal installments along with the contracted salary.

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

J. Supplemental Positions

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

K. LPDC

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

L. Instructional/Athletic Coverage Rate

1. Bargaining unit members will be compensated for home tutoring, detention monitor, proficiency intervention, summer school and athletic event coverage at the rate of $25.00 per hour.
2. If a position is not filled by a bargaining unit member, the Board may employ a substitute at the rate of $17.00 per hour.

M. Mentors

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

4. Mentors shall communicate directly with the new teacher to which they are assigned, and shall not discuss/report the performance/progress of the new teacher to any administrator or other teacher. No mentor shall participate in any evaluation of a new teacher, nor make any recommendation regarding the continued employment of a new teacher.

5. The mentor shall be granted a supplemental contract to be paid at the rate of $22.00 per hour for up to 50 hours of actual mentoring tasks. The supplemental shall be paid in full at the end of the mentoring year.

N. Instructional Tutors

1. Regularly employed, hourly paid tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement. Tutors shall not replace classroom teachers or special education teachers. The purpose of these tutors is to provide assistance to teachers and intervention to students to meet the state testing standards.

2. The hourly rate for tutors shall be $17.00 per hour.
   a. 3 years worked, the hourly rate becomes $18.50 beginning in year 4.
   b. 6 years or more worked, the hourly rate becomes $21.00 beginning in year 7

3. Tutors shall be entitled to sick leave in accordance with the provisions outlined in this agreement. (Article VIII – A. Sick Leave).

4. Tutors shall be entitled to one personal day per school year.

5. Tutors are not eligible for insurance fringe benefits specified in this agreement. Tutors are also not eligible for the vision reimbursement provided by the contract.

6. Tutors are eligible for one-year employment contracts only, which shall expire on the dates stated therein unless the Board, upon the recommendation of the Superintendent, takes action to offer to said members a renewal of the contract. Tutors are not eligible for multiple-year contracts or continuing contracts.

7. Tutors' employment contracts will automatically expire at the end of the school year without notice of non-renewal and without compliance with O.R.C. 3319.11 and 3319.111. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.11 and 3319.111 and differs from the rights of teachers contained in the negotiated agreement. Performance evaluations for tutors will be conducted annually by the building principal or the supervisor assigned to the tutor.

8. Tutors are only entitled to the specific rights delineated in this Article or specifically designated elsewhere in this negotiated agreement.

9. Tutors are entitled to use the grievance procedure contained in this contract for the enforcement of said rights.

10. Tutors may not bump into the classification of a classroom teacher and classroom teachers may not bump into the classification of tutors.

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

## ARTICLE VII – INSURANCE PROVISIONS

A. Medical Insurance

1. Hospitalization, surgical, and major medical insurance shall be provided for each certificated employee and his/her family who work twenty-five (25) hours or more per week for the Board. The employee who elects a single policy shall pay $15.00 per month towards the premium. The employee who elects a family plan shall pay $25.00 per month towards the premium. Any employee who works less than twenty-five (25) hours per week, the Board may offer JHP's "Bronze Plan".

2. The Board will only offer a High-Deductible Health Insurance plan. Any employee on the traditional plan as of September 1, 2025, will be required to transition to the High-Deductible Health Insurance Plan effective January 1, 2026.

3. The Board reserves the right to change carriers or policies, so long as the coverage remains the same or greater than the current coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.

4. All hospitalization and surgical shall be URC.

B. Network

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

C. Life Insurance

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

D. Dental Insurance

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

E. Specifications

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

F. Compliance

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

G. Optical Reimbursement

An optical reimbursement of $450.00 shall be paid to the employee over the life of the contract.

H. Schedule of Benefits

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

I. Resignations

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

J. Opt-Out of Medical and Dental Insurance

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

a. Loss of spousal insurance coverage.

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

K. High-Deductible Insurance Plan

1. The deductibles may be subject to change as per the IRS requirements. The District will not be responsible for any income tax reporting requirements and employee tax responsibilities. The employee will be required to establish a Health Savings Account at a bank specified by the Board of Education. The Board will contribute to the employees' HSA (Health Savings Account) on the first pay of the calendar year for each employee participating in the High-Deductible Insurance Plan 50% of the in-network deductible for single or family plan. If an employee's status changes during the calendar year from single to family, the Board will contribute a pro-rata amount to the employee's HSA changing it from a single to family plan. The amount of prorated contribution will be calculated based on the difference between the family plan and the single plan multiplied by the percentage of days left in the calendar year. The employees will have the option to contribute to their Health Savings account as long as they are participating in the high-deductible plan up to the IRS limits.

2. An additional Board contribution to an employee's Health Savings Account may occur with the first payroll in January each year. This contribution is contingent upon the Board having implemented more than 2 moratoriums in the previous fiscal year. If this condition is met, the Board will contribute a pro-rated share of 25% of the district's premium amount for each moratorium beyond the second.

## ARTICLE VIII – LEAVE PROVISIONS

A. Sick Leave

1. All full-time certificated employees of the Board shall be granted sick leave at the rate of one and one-fourth (1¼) days for each month of service totaling fifteen (15) days per year.

2. Maximum sick leave accumulation shall be two hundred sixty (260) days.

3. Sick leave may be used in accordance with Ohio Revised Code 3319.141, with immediate family being defined as parent, spouse or partner, children, foster children, father-in-law, mother-in-law, grandparents, grandchildren, step parents, step children, brother and sister and for anyone for whom the employee is the primary caregiver.

4. Staff members who are at the maximum number of sick days shall accumulate 1¼ days per month beyond the maximum through the school year. At the end of the school year, the number of sick days accumulated shall reflect the maximum as established in number 2 of this section.

5. A first-year teacher who has exhausted accumulated sick leave may be advanced sick leave of - up to three (3) days in addition to the five (5) days mandated by law.

6. A bargaining unit member having used accumulated sick leave from any other state or Ohio school district shall be credited with such said sick leave upon providing the Board the proper verification.

7. Sick leave may not be used in increments smaller than one half (1/2) day.

B. Personal Leave

1. A maximum of three (3) days' personal leave per year may be used without loss of for full-time employees, hired for the full school year, when requested, subject to the following limitations.

2. Personal leave is not cumulative, and the building principal, immediate supervisor and/or Superintendent must be notified at least forty-eight (48) hours in advance. The only exception to this prior notice would be one of an extreme, critical nature. No more than three (3) certificated employees can be excused on any given day with a maximum of two (2) from anyone (1) building.

3. Except in an emergency, personal leave will not be approved on the day preceding or following a scheduled school vacation period or compensatory day.

4. Personal leave may not be used in increments smaller than one half (1/2) day.

5. All unused personal leave days shall be converted to sick leave at the end of the school year. If an employee is already at the maximum sick leave accumulation, they may apply for

reimbursement of $100.00 per day (Appendix H). Payment for the unused personal leave day shall be paid the second payroll in June.

6. During the first ten days of the school year an employee may only use one day of personal leave. Also, during the last ten days of the school year, an employee may only use one day of personal leave.

C. Assault Leave

1. Any bargaining unit member who is physically assaulted while in the course of such teacher's employment and physically disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed twenty-four (24) days. The Superintendent may extend this leave beyond twenty-four (24) days in unusual circumstances.

2. To be eligible for assault leave, the bargaining unit member shall: (a) apply for Workers' Compensation benefits; and (b) make a written statement concerning the assault on forms attached as Appendix F.

3. If Workers' Compensation benefits are paid, the Board shall pay to the employee receiving Workers' Compensation benefits the difference between the benefits received and the employee's regular salary.

4. There shall be no deduction from the accumulated sick leave of the certificated employee while on assault leave.

D. Family Medical Leave (FMLA)

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

E. Medical Leave

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

F. Professional Leave

1. Upon approval by the Superintendent, staff members may attend professional meetings relative to their contractual assignments. A request containing an estimate of expenses must be approved by the Superintendent prior to the meeting date. No reimbursement of expenses will occur without this prior approval by the Superintendent. Requests for reimbursement of expenses shall be properly documented with receipts and shall be at the approved Board rate.

2. Bargaining unit members who schedule college credit classes or programs during scheduled school days must request either personal leave or unpaid leave to attend these classes or programs.

G. Jury Duty Leave

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

H. Parental/Child Care and Maternity Leave

1. An employee who is pregnant, recovering from a pregnancy, or adopting a child, who becomes the parent/expectant parent of a newborn or an adopted child, or the parent of a minor child who develops a severe health problem, shall be entitled to a leave of absence without pay subsequent to the use of sick leave and/or FMLA for a period not to exceed one (1) year from the date of birth, or the termination of maternity leave, adoption or the date of the beginning of the severe health problem.

2. In no event shall the total leave period exceed the aggregate of one year.

3. Application for such leave shall be made in writing prior to the thirtieth (30th) day before the beginning of the date of leave and shall contain a statement of the tentative date on which the leave of absence is to commence. In case of an emergency, the thirty (30) day notice may be waived by the consent of both parties.

4. The employee is responsible for notifying the Superintendent in writing at least ninety (90) days or prior to the last day of school year before the end of the leave of absence of his/her desire to return to work. The employee shall be reinstated to the same position and placed on the salary schedule at the same place held prior to the leave if the employee returns to work within three (3) months. If the employee returns after three (3) months, the employee shall be reinstated to the same or similar position and placed on the salary schedule at the same place held prior to the leave.

5. Group insurance coverage shall be made available to such employees in accordance with COBRA.

I. Sabbatical Leave

1. Eligibility

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

2. Notification for Leave

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

3. Notification

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

4. Credit on Salary Schedule

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

5. Insurance

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

6. Salary

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

7. Conclusion of Leave

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

J. Association Leave

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

## ARTICLE IX – TEACHER LIMITED CONTRACT

A. Length of Limited Contracts

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

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

B. Tenure

Tenure shall be granted in accordance with O.R.C. 3319.11. Any teacher that has or will have their Master's degree completed in the next school year must notify the Superintendent by April 15th of the preceding year in writing. The Superintendent will determine if the teacher may be eligible for tenure for the following school year.

C. Board Rights Concerning Tenure

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

## ARTICLE X – PROFESSIONAL PERSONNEL RECORD FILE

A. Number of Personnel Files

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

B. Review of Personnel Files

1. Each certificated employee shall, upon written request and at a reasonable time, be permitted to review and receive copies of all materials in his/her personnel file.

2. Any teacher whose files are to be examined by anyone other than the Board, the administration, or their secretaries in the normal conduct of their work or officers of the government regulating agencies who have access by virtue of their positions, shall have the right to advanced notice and to be present at such examination.

C. Notice of Placement in File

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

D. Notice of Complaints

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

E. Anonymous Communications

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

## ARTICLE XI – NONRENEWAL

A. Notice of Nonrenewal

Whenever a recommendation for nonrenewal of a teacher's contract is to be made, the Principal/Superintendent shall notify the teacher and give him/her the written reason(s) for said nonrenewal recommendation no later than May 15. The affected teacher shall have representation present at this conference. Board action on the recommendation for non-renewal shall be taken by June 1 in accordance with ORC 3319.11.

B. Nonrenewal Appeal

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

C. Board's Decision to Non-renew

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

D. Failure to Non-renew According to Procedure

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

E. Nonrenewal Rights

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

F. Contractual Timelines Supersede the Law

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

## ARTICLE XII – REDUCTION IN FORCE

A. Reasons for Reduction in Force

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

B. Notice of RIF

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

C. Suspension of Contracts

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

D. Seniority

1. Every teacher's name shall appear in order of seniority on a list of his or her areas of certification. This list will be provided to the President of the Association no later than October 30 of each year. Those teachers who have more than one area of certification shall have their name on each list for which they hold certification. Areas of certification shall be those areas in which the teacher is certified by the State Department of Education, and which are on file in the Administrative or Treasurer's offices at the time the Board adopts the reduction in staff plan.

2. Seniority is based on the length of continuous service in the district beginning on the first day worked which is not affected by authorized leaves of absence. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.

E. Continuing Contracts

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

F. Determination of Seniority

1. Where two (2) or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the date of the Board meeting at which they were hired.

2. Seniority for teachers employed on the same date will be determined by the date the Board received their application. If this is not available, seniority will be determined by the flip of the coin. The Superintendent shall conduct the flip of the coin in his office with the Association President making the call.

G. Recall

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

H. Availability for Recall

1. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the board informed of his or her whereabouts.

2. The teacher shall notify the Board by certified mail within fifteen (15) days from the date the letter is received to indicate his/her availability for such position.

3. The Board shall reinstate that teacher who has the greatest seniority and who has indicated availability for such position.

4. If the certified letter is returned unopened or the teacher does not respond to the letter, the Board shall then reinstate the next eligible person on the list provided that the letter was mailed to the correct address as indicated by the forwarding address supplied by the teacher.

5. When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list or a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1 to September 1. The list must be available to the Association at all times.

## ARTICLE XIII – SCHOOL YEAR AND SCHOOL DAY

A. School Calendar

1. The responsibility for the construction of the school calendar rests with the Board. A committee, including two (2) elementary and two (2) high school/junior high school teachers to be selected by the CEA Executive Team shall meet with the superintendent at a mutually agreed upon time.

2. The school year shall not exceed one hundred eighty-three (183) days. The instructional year shall not exceed one hundred eighty (180) days, nor be less than 1001 hours. The remaining three (3) days shall be scheduled as teacher in-service days. If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first seven (7) days. Day eight (8) and beyond will be made up by the staff and students.

B. School Day

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

C. Parent-Teacher Conferences

Fall conferences shall be on the evening before NEOEA day. All students will be released two hours early on fall conference day. There will be no school for students and teachers on the Wednesday before Thanksgiving. Winter Conferences will be on the Thursday before Presidents' Day with no school for students and teachers on the Friday before Presidents' Day.

Parent-Teacher conference dates will be placed on the school year calendar. The conference days shall be scheduled to take place on an evening to include a thirty (30) minute break. This time shall constitute a full day worked.

## ARTICLE XIV – TEACHER EVALUATION

A. Evaluation Objectives

The objectives of the evaluation are:

a) To identify skills, attitudes, abilities and resources which can lead to the achievement of the district goals and standards for the teaching profession.
b) Advance the professional learning and practice of teachers individually and collectively in the School District.
c) Inform instruction.

d) Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

***Definitions***

A. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

B. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

C. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A) as attached to this agreement in an electronic folder on the intranet with the contract. FORMS. Any change in forms will need to mutually agreed upon.

D. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement in an electronic folder on the intranet with the contract, FORMS. Any change in forms will need to mutually agreed upon.

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

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

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

a. (HQSD) will be evaluated by the Evaluation Committee using state information local design to evaluate the authenticity of the data.

b. For the purpose of selecting HQSD, the term "expert in the field" includes members of the District's administrative team, credentialed evaluators, educational consultants, and Evaluation Committee members comprised of representatives in core courses OR areas of specialties and/or grade levels.

I. Improvement Plan: A detailed, written plan developed by the evaluator, utilized when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is found at Ohio ES. Nothing herein shall prohibit a teacher from being placed on an Improvement Plan at any time.

J. Ohio Evaluation System (Ohio ES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is found at Ohio ES.

a. A teacher's Professional Growth Plan must have one (1) goal minimum and may have two (2) goals.

b. A Professional Growth Plan is due by September 15th, with time allotted during opening meetings to develop these plans.

c. The observer and principal will jointly work together to make sure teachers' Professional Growth Plans are aligned to class and/or district goals.

N. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

O. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Ohio ES.

B. Evaluation Committee

The Ohio Standards for the Teaching Profession Replace (See Appendix L) define the expectations for Ohio's teachers based on what is known about the traits and skills of effective teachers. Setting high expectations and clearly stating the criteria needed for success is essential in creating an evaluation system to guide the professional development and growth of teachers in our district. The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the

aforementioned items. The committee shall be made up of one (1) teacher representative from each building, two (2) building principals, and the Superintendent.

C. Functions of the Committee

1. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

2. The Committee shall meet on an "as needed" basis upon mutual agreement to assess the evaluation procedure.

3. All decisions of the committee shall be achieved by consensus.

4. Training and committee meetings held outside of the contractual work day shall be paid the instructional rate (p.10) in the contract.

5. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

D. Evaluation Framework

Each teacher (including teachers who are in the RESA Program) will be evaluated according to the Ohio Teacher Evaluation System Framework, which is aligned with the "Standards for the Teaching Profession" adopted by ORC. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework. Using the multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.

E. Application

1. "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011.

2. "Teacher"—The evaluation procedure contained herein applies to teachers who spend at least 50% of work time providing content-related student instruction and who work under one of the following:
   a. a license issues under ORC sections 3319.22, 3319.25, 3319.222, or 3319.226.
   b. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2003.
   c. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2006.
   d. A permanent issued under ORC section 3319.301.

3. Substitute teachers, long-term substitute teachers, nurse, health assistant and other teachers (bargaining unit members) not meeting the above definition are not subject to evaluation under this policy.

a. School nurse and health assistant shall be evaluated under the evaluation rubric.
b. Substitute teachers, long-term substitute teachers, tutors, and all other bargaining unit members not meeting the above definition shall be evaluated according to the performance rubric in OTES.

4. "Evaluator" is the person responsible for assessing a teacher's performance. This person is the building administrator (principal or assistant principal) employed full-time by the district and holding the licenses set forth in ORC 3319.01 or 02.

5. The Board will not evaluate a teacher who is on a Board-approved leave for more than fifty percent (50%) of the school year. The Principal will determine whether the teacher's leave exceeds fifty percent (50%) of the school year based upon the following calculation: the total number of full workdays that the teacher was absent divided by the total number of scheduled teacher workdays for the school year.

6. The Board will not evaluate a teacher who has submitted notice of retirement, and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.

F. Definition of Observations and Evaluation

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

2. The observation shall be sufficient in length to holistically assess which level provides the best *overall* description of the teacher using the Teacher Performance Evaluation Rubric contained in Ohio ES, but no less than thirty (30) consecutive minutes.

3. There shall be at least ten (10) working days between observations.

4. The evaluator shall conduct a post-observation conference after each formal observation. The post-observation conference shall take place not more than ten (10) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

5. An Evaluation shall consist of two pre-observation meetings, one formal holistic observations, one formal focused observation two post observation meetings, periodic "informal observations" known as walkthroughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). All observations shall be completed by May 1 with a written summative evaluation report by May 10.

6. A teacher's performance shall be assessed based on the state's Teacher Performance Evaluation Rubric.

7. No audio/visual recordings shall be used in the evaluation process.

8. Each teacher shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool contained in the evaluation management system. The Self-Assessment Summary Tool shall be completed before writing the growth plan.

G. Schedule of Observations

1. Schedule of Observations

Two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes.

a. For teachers on an improvement plan, there shall be at least three (3) weeks following the post conference between formal observations.
b. For all other teachers, there shall be at least ten (10) working days between observations.
c. One shall be conducted and completed not later than December 15th. The second shall be conducted between January 10th and May 1st.

2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide a lesson plan and other pertinent materials for the lesson.

3. Post-Observation Conference and Report

A Post-Observation conference will be held with the teacher after each observation within ten (10) working days following the formal observation unless the administrator or the teacher is absent, or another time is mutually agreed to by the teacher and evaluator.

4. Walk Through

a. A walk through is conducted as follows:
   i. Classroom walkthroughs shall not disrupt and/or interrupt the learning environment and will be 5-15 consecutive minute(s) in duration.

   ii. A copy of the walk-through form will be available through Ohio ES within five (5) days of the walk through.

b. A minimum of two (2) walk throughs shall occur per observation. No more than a maximum of eight (8) walk through shall occur per year.

c. An additional walk through shall occur if mutually agreed upon by the evaluator and the teacher.

d. Walkthroughs shall be conducted by the assigned evaluator and may be unannounced

H. Evaluation of Limited/Extended Limited Contract Teachers

1. A minimum of three (3) formal observations of each teacher who is under consideration for non-renewal or who is working under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the following guidelines:

a. The first observation must be completed no later than November 30th.

b. The second observation must be completed no later than the last day of February.

c. The third observation must be completed no later than April 30th.

2. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by June 1.

I. Written Evaluations

1. All observations will be consolidated into the Summative Report on the Evaluation Form by May 10. It shall be given to the teacher, and a conference shall be held between the teacher and the evaluator.

2. The Summative Evaluation shall include:

   a. Areas of refinement and reinforcement
   b. Examples to support areas of refinement and reinforcement
   c. Suggestions for improvement from the administrator regarding areas of refinement along with specific refinement along with guidance and support from the administrator

3. Teachers shall be evaluated in accordance with Ohio House Bill 64. Evaluations shall contain a Final Holistic Rating as follows:
   - Accomplished—every three (3) years
   - Skilled—every two (2) years
   - Developing—annually
   - Ineffective—annually

4. A teacher's signature on the Summative Evaluation signifies receipt only, not agreement. Should a teacher disagree with an Evaluation, the teacher may file a written response within ten (10) school days of receipt which shall be submitted in Ohio ES.

J. High Quality Student Data (HQSD)

a. Each evaluation will use at least two (2) measures of District-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

b. The credentialed evaluator will use the Rubric, along with conversations and artifacts/evidence presented by the teacher, to determine whether the teacher has met the criteria for using data from the HQSD instrument.

c. Teachers evaluating the HQSD will meet during non-school hours to evaluate the data as was done with SLO's. Teachers will be paid the instructional rate (p.10) in the contract when meeting on HQSD.

K. Summative Evaluation

Before the evaluation cycle is final, and not later than May 10, the evaluation will be pinned by the evaluator in OHIO ES for the teacher.

The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

The evaluation report shall be pinned by the evaluator and the teacher to verify notification and completion. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The teacher may include a written response electronic signature (e.g. a 'PIN') will be used.

The evaluation report shall be completed, pinned by both parties, the completion will be viewable in Ohio ES for the Superintendent no later than May 10.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District in Ohio ES.

L. Comparable Evaluations

All evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable.

M. Professional Growth and Improvement Plans

1. Teachers whose final summative rating is "Accomplished" will develop a self-directed professional growth plan

During the school year when a teacher whose final summative rating is "Accomplished" is not being evaluated, the teacher shall be observed by a credentialed evaluator as part of a focused-observation and participate in a formal post-observation conference with the credentialed evaluator.

2. Teachers who final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the Professional Growth Plan form found in Ohio ES.

During the school year when a teacher whose final summative rating is "Skilled" is not being evaluated, the teacher shall be observed by a credentialed evaluator as part of a focused-observation and participate in a formal post-observation conference with the credentialed evaluator.

3. Teachers whose final summative rating is "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent cycle and approve the professional growth plan.

4. Teacher whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the Improvement Plan form found in Ohio ES.

5. This improvement plan shall be created by the evaluator. The plan shall consist of measurable goals. The administrator shall be responsible for:

   a. providing time and resources to cooperatively help the teacher meet the goals outlined in the improvement plan

6. Nothing herein shall prevent the Administration from placing any teacher on an improvement plan at any time based upon specific deficiencies in any individual component of the evaluation system

7. Once the teacher meets the criteria outlined in the improvement plan and evaluation, the teacher will be returned to a non-improvement plan status for the following evaluation cycle.

N. Due Process

The evaluation process shall be conducted to protect the legal rights of the teacher.

O. Non-OTES

All employees not included in the above evaluation model shall be evaluated in the following manner:

1. The school nurse shall be evaluated using an evaluation built for their profession. See Appendix Nurse Evaluation

2. All other non-OTES employees shall be evaluated according to the OTES performance rubric.

P. Ohio School Counselors Evaluation (OSCES)

Pursuant to Ohio Revised Code 3319.61, all school counselors shall be evaluated under the OSCES evaluation system subject to the following conditions:

1. All observations/evaluations shall be done utilizing the Ohio Department of Education's (ODE) rubrics, observation, and evaluation forms.

2. All procedural safeguards provided to OTES teachers under this Contract shall be afforded to School Counselors including, but not limited to:

a. Evaluators
b. All timelines for the appointment of an evaluator
c. Evaluation process
d. Creation of Professional Growth Plans/Improvement Plans
e. Informal and Formal Observations

3.The Evaluation Committee shall establish Metrics of Student Outcomes and handle other evaluation concerns.

Q. High Quality Student Data (HQSD)

1. The HQSD Committee will be building based. The committee members will be by grade level in grades k- 4 and by subject area in grades 5 – 12 established on an as needed basis at twenty-five dollars ($25.00) per hour to mediate a pre-conference dispute.

The OTES 2.0 framework cited on the ODE website as of (insert ratification date here) shall be used during the life of this contract unless otherwise prohibited by law. Guidelines for Professional Growth Plans and Improvement Plans cited on the ODE website as of (insert ratification date here) shall be used by the (insert name of your evaluation committee) to develop those plans during the life of this contract. The Board and Association agree to bargain any changes.

## ARTICLE XV – ASSIGNMENT AND VACANCIES

A. Assignment

1. Two weeks prior to the start of each school year but no later than August 15, each staff member shall receive a written notice of the grade level and/or subject areas assignment.

2. Any changes to the assignment of individual staff members subsequent to his written notice shall be transmitted to the affected individuals within a reasonable time after the transfer decision is made.

B. Vacancies

A vacancy in a bargaining unit position shall exist when any of the following occurs:

1. a bargaining unit member dies;
2. a bargaining unit member resigns;
3. a bargaining unit member retires;
4. a bargaining unit member has his/her limited teaching contract non-renewed;
5. a bargaining unit member has his/her teaching contract terminated;
6. a bargaining unit member is transferred;
7. a bargaining unit member is promoted; or
8. a new position is created within the bargaining unit.

If a vacancy occurs and the Board determines to fill it, the following process will be followed.

C. Process

1. Written notice of all vacancies, including supplementals, shall be made to the teaching staff in order that all persons interested and presently employed may apply.

2. During the school term, notice of vacancies and positions available shall be posted in each school and shall be emailed to each staff member. In addition, a copy of the posting will be included on the school website. The vacancy shall not be filled until the notice has been posted for one (1) week but shall be waived in case of urgent necessity upon informing the Association President.

3. Each posting notice shall contain the following information:

    a. Position(s) available
    b. Certification required
    c. General description of qualifications for the job
    d. Date of posting/deadline for the application
    e. Any additional pertinent information

4. When schools are not in session, the vacancies shall be posted in the Superintendent's Office, and a copy shall be mailed to the President of the Association.

5. From July 1 through July 31 posting will be for a one (1) week period unless otherwise agreed upon by the Superintendent and Association President. Posting will cease after August 1 and through the opening of school, and the Superintendent shall assign teachers at his/her discretion in the best interest of the district. Vacancy notices will be emailed and an all call to employees and posted on the website in the summer months.

6. The above procedures shall be followed except in case of an emergency and upon informing the Association President.

7. An employee shall give written notice of their interest of the vacancy to the Superintendent. All employees giving such notice shall be guaranteed an interview. The interviews of current bargaining unit members shall occur before outside applicants.

8. All employees who submitted a letter of interest shall receive a letter informing them of the Board's decision on the vacancy. If the employee did not receive the position, they will be given a reason for the Board's decision.

9. Through College Credit + if a course offering cannot be filled by a bargaining unit member with the appropriate adjunct professor status, the Board may contract with the university to fill the position for the current academic year. At such times a bargaining unit member attains adjunct professor status in the course offering and wants to instruct the course, he/she will be assigned to teach the course in the subsequent academic year, provided adequate enrollment dictates the course be taught. A university professor cannot be used to teach a course at Crestview when a teacher with adjunct professor status wants to instruct a course. Additional compensation shall be paid in accordance with the supplemental salary schedule.

D. Transfers

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

## ARTICLE XVI – MANAGEMENT RIGHTS

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

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

B. Direct, supervise, evaluate, or hire employees.

C. Maintain and improve efficiency and effectiveness of governmental operations.

D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause, non-renew or lay off, transfer, assign, schedule, promote, or retain employees.

F. Determine the overall mission of the employer as a unit of government.

G. Determine the adequacy of the workforce.

H. Effectively manage the workforce.

I. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE XVII – STRS SALARY REDUCTION PICKUP

A. Board Contributions

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

B. Deferred Salary

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

C. Limit of Deferred Salary

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

D. Report of Deferred Salary

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

E. Daily Rate of Pay

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

F. Uniform Application

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

2. This provision shall apply to all payroll payments.

G. Determination of Pickup

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

## ARTICLE XVIII – COMMUNICATIONS COMMITTEE

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

## ARTICLE XIX – WORKING CONDITIONS

A. If an employee is assigned to more than one building, the employee will be assigned one building as their home building.

B. An employee shall attend in-service meetings only at their home building.

C. The Board shall provide and maintain a safe and healthy workplace for employees. In its pursuit of a safe and healthy environment, every district-owned building will be designated as smoke and tobacco free workplaces.

D. All employees shall have two hundred (200) minutes per week of planning/conference time. The time shall be scheduled within the student day and shall be divided equally over the five (5) days of the week. The building administrator will make every effort to avoid splitting the planning/conference time for the employee. Normally forty (40) consecutive minutes will be provided unless another arrangement is mutually agreed upon by affected teacher(s), administration and CEA.

E. All employees shall have a duty-free thirty (30) minute lunch period during cafeteria serving time.

F. Each employee shall have access to a phone in a private area.

G. An employee shall submit to the principal a maintenance request, reporting any unsafe or unhealthy conditions within the work environment. The principals shall report to the employee, within 24 hours, what plan of action will be taken.

H. Storage facilities for instructional supplies shall be provided for each employee in each building.

I. The board shall make every reasonable effort to maintain a balance of class size in all grades.

1. Collaborative meetings with building administration and teachers will be held at the end of the school year or as needed to discuss class size based on IEP students' needs.

## ARTICLE XX – REEMPLOYMENT OF RETIRED TEACHERS

A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the District. Reemployed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Reemployed teachers who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to the negotiated agreement.

B. Reemployed teachers will be placed at year three (3) on the salary schedule upon reemployment and given full credit for their educational level and shall not advance on the salary schedule for any subsequent years of employment. [The reemployed teachers shall advance one year on the salary schedule for each year employed following his/her reemployment.] The Board may require the reemployed teacher to execute a written waiver of his/her prior teaching experience and acknowledge his/her agreement to accept initial placement at year three (3) on the salary schedule.

C. Reemployed teachers have the option of participating in the STRS's health insurance program or the District's health insurance program. The reemployed teacher may not participate in both health insurance programs. If the reemployed teacher elects the District's health insurance program, or if the STRS decides not to provide health insurance for the reemployed teachers who initially selected STRS's health insurance program, the same monthly payments and other provisions as outlined in Article VII, shall apply. Life Insurance premiums are solely the responsibility of the reemployed teacher. All payments will be made through payroll deduction.

D. Reemployed teachers are not eligible for continuing contracts; rather they will be awarded one (1) year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. Sections 3319.11 and 3319.111. For the purposes of reemployed

teachers, the parties expressly agree that this provision supersedes and replaces O.R.C. Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement. Performance evaluations of reemployed teachers will be conducted annually.

E. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teachers shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35.

F. Seniority for reemployed teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force the reemployed teachers will not have any of the bumping rights set forth in the negotiated agreement.

G. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

H. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teaches shall earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed teacher must reimburse the Board for any advanced sick leave, which is not earned at the time the reemployed teacher separated his/her employment with the District. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.

## ARTICLE - XXI CATASTROPHIC ILLNESS PROGRAM

A. The Crestview Board of Education and the Crestview Education Association will establish a Catastrophic Illness/Injury Assistance Program. This program will permit full-time/part time bargaining unit members to contribute one (1) personal leave day to a catastrophic illness injury assistance program.

B. Use of the Catastrophic Illness/Injury Program shall be limited to catastrophic illness/injury of the bargaining unit member, spouse, or dependent children. A doctor's statement is required for consideration.

C. Use of the Catastrophic Illness/Injury program may only be used when the bargaining unit member has exhausted all of his/her accumulated sick leave.

D. The maximum number of days that an individual may request from the Catastrophic Illness/Injury program will be twenty (20) days.

E. Participation in contributing to the Catastrophic Illness/Injury program is completely voluntary. The number of days accumulated for the Catastrophic Illness/Injury Program shall be limited to forty (40) days per year. Any unused days will not roll over into the next year.

F. The CEA and the Crestview Board of Education shall establish a committee to oversee the administration of the Catastrophic Illness/Injury Program. This committee will be charged with

maintaining the appropriate records, evaluating requests for receiving assistance from the Catastrophic Illness/Injury Program and shall be empowered to adopt other rules, regulations and make decisions as necessary to administer the program. The committee shall consist of the Superintendent, Treasurer and CEA President and two bargaining unit members appointed by the CEA. All decisions of the committee cannot be grieved.

## ARTICLE XXII – DURATION AND EFFECTS OF THE CONTRACT

A. Full and Complete Agreement

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

B. Validity of Agreement

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

C. Present Policies and Practices

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

D. Legal Compliance

Nothing in this Agreement shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statue of law. The Board shall not discriminate against any employee(s) on the basis of gender, sexual orientation, sexual identity, race, color, creed, religion, national origin, age, or disability.

E. Individual Contracts

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

F. Duration

This contract shall be in effect from September 1, 2025, through August 31, 2028.

## ARTICLE XXIII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this, at Columbiana, Ohio.

FOR THE BOARD

Melissa Wellman
President

Vice President

Daniel C. Hill
Superintendent

Charlene A. Mercure
Treasurer

FOR THE ASSOCIATION

Dawn L. Lyle
President

Negotiation Chair

Team Member

Team Member

Team Member

Team Member

LRC/OEA/NEA

Appendix A

CRESTIVEW LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE STEP II GRIEVANCE

Grievance # _____

Distribution Form:
1. Superintendent
2. Principal
3. Grievant

Date of Step 1: _____, Informal

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

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

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

_____
_____
_____
_____

Concise statement of facts upon which grievance is based:

_____
_____
_____
_____

Remedy Sought:

_____
_____
_____
_____

Disposition:

_____
_____

_____ _____
Signature of Grievant Signature of Principal/Superintendent

_____ _____
Date Date

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule 2025-2026

Index

% Increase 5.0%

Base Salary $40,737

| EXP YR | B | | B+18 | | M | | M+15 | |
|---|---|---|---|---|---|---|---|---|
| 0 | 1.0000 | 40,737 | 1.0415 | 42,427 | 1.1015 | 44,872 | 1.1665 | 47,520 |
| 1 | 1.0450 | 42,570 | 1.0880 | 44,322 | 1.1540 | 47,010 | 1.2230 | 49,821 |
| 2 | 1.0900 | 44,403 | 1.1345 | 46,216 | 1.2065 | 49,149 | 1.2798 | 52,135 |
| 3 | 1.1350 | 46,236 | 1.1810 | 48,110 | 1.2590 | 51,288 | 1.3360 | 54,424 |
| 4 | 1.1800 | 48,069 | 1.2275 | 50,004 | 1.3115 | 53,426 | 1.3925 | 56,726 |
| 5 | 1.2250 | 49,903 | 1.2740 | 51,899 | 1.3640 | 55,565 | 1.4490 | 59,028 |
| 6 | 1.2700 | 51,736 | 1.3205 | 53,793 | 1.4165 | 57,704 | 1.5055 | 61,329 |
| 7 | 1.3150 | 53,569 | 1.3670 | 55,687 | 1.4690 | 59,842 | 1.5620 | 63,631 |
| 8 | 1.3600 | 55,402 | 1.4135 | 57,582 | 1.5215 | 61,981 | 1.6185 | 65,933 |
| 9 | 1.4050 | 57,235 | 1.4600 | 59,476 | 1.5740 | 64,120 | 1.6750 | 68,234 |
| 10 | 1.4500 | 59,068 | 1.5065 | 61,370 | 1.6265 | 66,258 | 1.7315 | 70,536 |
| 11 | 1.4950 | 60,902 | 1.5530 | 63,264 | 1.6790 | 68,397 | 1.7880 | 72,837 |
| 12 | 1.5400 | 62,735 | 1.5995 | 65,159 | 1.7315 | 70,536 | 1.8445 | 75,139 |
| 13 | 1.5850 | 64,568 | 1.6460 | 67,053 | 1.7840 | 72,675 | 1.9010 | 77,441 |
| 14 | 1.5850 | 64,568 | 1.6925 | 68,947 | 1.8365 | 74,813 | 1.9575 | 79,742 |
| 20 | 1.6300 | 66,401 | 1.7390 | 70,841 | 1.8890 | 76,952 | 2.0140 | 82,044 |
| 25 | 1.6750 | 68,234 | 1.7855 | 72,736 | 1.9415 | 79,091 | 2.0705 | 84,346 |

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

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule 2026-2027

Index

% Increase 2.0%

Base Salary $41,552

| EXP YR | B | | B+18 | | M | | M+15 | |
|---|---|---|---|---|---|---|---|---|
| 0 | 1.0000 | 41,552 | 1.0415 | 43,276 | 1.1015 | 45,769 | 1.1665 | 48,470 |
| 1 | 1.0450 | 43,421 | 1.0880 | 45,208 | 1.1540 | 47,951 | 1.2230 | 50,818 |
| 2 | 1.0900 | 45,291 | 1.1345 | 47,140 | 1.2065 | 50,132 | 1.2798 | 53,178 |
| 3 | 1.1350 | 47,161 | 1.1810 | 49,072 | 1.2590 | 52,313 | 1.3360 | 55,513 |
| 4 | 1.1800 | 49,031 | 1.2275 | 51,005 | 1.3115 | 54,495 | 1.3925 | 57,861 |
| 5 | 1.2250 | 50,901 | 1.2740 | 52,937 | 1.3640 | 56,676 | 1.4490 | 60,208 |
| 6 | 1.2700 | 52,771 | 1.3205 | 54,869 | 1.4165 | 58,858 | 1.5055 | 62,556 |
| 7 | 1.3150 | 54,640 | 1.3670 | 56,801 | 1.4690 | 61,039 | 1.5620 | 64,904 |
| 8 | 1.3600 | 56,510 | 1.4135 | 58,733 | 1.5215 | 63,221 | 1.6185 | 67,251 |
| 9 | 1.4050 | 58,380 | 1.4600 | 60,665 | 1.5740 | 65,402 | 1.6750 | 69,599 |
| 10 | 1.4500 | 60,250 | 1.5065 | 62,597 | 1.6265 | 67,584 | 1.7315 | 71,947 |
| 11 | 1.4950 | 62,120 | 1.5530 | 64,530 | 1.6790 | 69,765 | 1.7880 | 74,294 |
| 12 | 1.5400 | 63,989 | 1.5995 | 66,462 | 1.7315 | 71,947 | 1.8445 | 76,642 |
| 13 | 1.5850 | 65,859 | 1.6460 | 68,394 | 1.7840 | 74,128 | 1.9010 | 78,990 |
| 14 | 1.5850 | 65,859 | 1.6925 | 70,326 | 1.8365 | 76,309 | 1.9575 | 81,337 |
| 20 | 1.6300 | 67,729 | 1.7390 | 72,258 | 1.8890 | 78,491 | 2.0140 | 83,685 |
| 25 | 1.6750 | 69,599 | 1.7855 | 74,190 | 1.9415 | 80,672 | 2.0705 | 86,033 |

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

CRESTVIEW LOCAL SCHOOL DISTRICT
Salary Schedule

Index

2027-2028

% Increase 2%

Base Salary $42,383

| EXP YR | B | | B+18 | | M | | M+15 | |
|---|---|---|---|---|---|---|---|---|
| 0 | 1.0000 | 42,383 | 1.0415 | 44,141 | 1.1015 | 46,684 | 1.1665 | 49,439 |
| 1 | 1.0450 | 44,290 | 1.0880 | 46,112 | 1.1540 | 48,910 | 1.2230 | 51,834 |
| 2 | 1.0900 | 46,197 | 1.1345 | 48,083 | 1.2065 | 51,135 | 1.2798 | 54,241 |
| 3 | 1.1350 | 48,104 | 1.1810 | 50,054 | 1.2590 | 53,360 | 1.3360 | 56,623 |
| 4 | 1.1800 | 50,011 | 1.2275 | 52,025 | 1.3115 | 55,585 | 1.3925 | 59,018 |
| 5 | 1.2250 | 51,919 | 1.2740 | 53,995 | 1.3640 | 57,810 | 1.4490 | 61,412 |
| 6 | 1.2700 | 53,826 | 1.3205 | 55,966 | 1.4165 | 60,035 | 1.5055 | 63,807 |
| 7 | 1.3150 | 55,733 | 1.3670 | 57,937 | 1.4690 | 62,260 | 1.5620 | 66,202 |
| 8 | 1.3600 | 57,640 | 1.4135 | 59,908 | 1.5215 | 64,485 | 1.6185 | 68,596 |
| 9 | 1.4050 | 59,548 | 1.4600 | 61,879 | 1.5740 | 66,710 | 1.6750 | 70,991 |
| 10 | 1.4500 | 61,455 | 1.5065 | 63,849 | 1.6265 | 68,935 | 1.7315 | 73,386 |
| 11 | 1.4950 | 63,362 | 1.5530 | 65,820 | 1.6790 | 71,160 | 1.7880 | 75,780 |
| 12 | 1.5400 | 65,269 | 1.5995 | 67,791 | 1.7315 | 73,386 | 1.8445 | 78,175 |
| 13 | 1.5850 | 67,176 | 1.6460 | 69,762 | 1.7840 | 75,611 | 1.9010 | 80,569 |
| 14 | 1.5850 | 67,176 | 1.6925 | 71,733 | 1.8365 | 77,836 | 1.9575 | 82,964 |
| 20 | 1.6300 | 69,084 | 1.7390 | 73,703 | 1.8890 | 80,061 | 2.0140 | 85,359 |
| 25 | 1.6750 | 70,991 | 1.7855 | 75,674 | 1.9415 | 82,286 | 2.0705 | 87,753 |

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

# CRESTVIEW LOCAL SCHOOL DISTRICT
# SUPPLEMENTAL SALARY INDEX SCHEDULE

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

B. Academic, Clubs, Organizations, Class Sponsors Scale

| YEAR | 1 | 2 | 3 |
|---|---|---|---|
| 1. Competitive Academic Team Coaches | .07 | .08 | .09 |

2. Other – Percent figured on base pay of teacher with Bachelor's Degree (B. A. –0 base salary)

| | | | |
|---|---|---|---|
| Kindergarten Registration (if outside 183 days) up to 2 days at per diem rate | | | |
| Credit Recovery and College Credit Plus | .16 | .16 | .16 |
| Performing Arts Center Manager | .15 | .16 | .17 |
| Spring Musical Director | .08 | .09 | .10 |
| Musical Assistant | .015 | .016 | .017 |
| Accompanist | .015 | .016 | .017 |
| Costume designer/Choreographer | .015 | .016 | .017 |
| Annual | .05 | .06 | .07 |
| Prom | .04 | .05 | .06 |
| Librarian/Multi Media, MS/HS | .075 | .076 | .077 |
| Librarian/Multi Media, Elementary School | .075 | .076 | .077 |
| School Sponsored/Approved Clubs | .015 | .016 | .017 |
| Freshman Class Sponsor | .02 | .03 | .04 |
| Sophomore Class Sponsor | .02 | .03 | .04 |
| Junior Class Sponsor | .05 | .06 | .07 |
| Senior Class Sponsor | .05 | .06 | .07 |
| Elementary Music | .015 | .016 | .017 |
| Summer School Enrichment/Intervention | as per contract | | |
| Saturday School Detention Monitor | as per contract | | |
| Title I Summer School Instructor | as per contract | | |
| Title I Coordinator | .125 | .125 | .125 |
| College Credit Plus (per course, per semester) | .05 | .06 | .07 |
| Overnight Field Trip Advisor | .01 | .01 | .01 |
| Cooperating Teachers supervision of Student Teachers (Contract will be based on 100% of the reimbursement from the appropriate university) | | | |
| Community Engagement Coordinator | .03 | .04 | .05 |

C. Athletic Scale

| | Years | | |
|---|---|---|---|
| | 1 | 2 | 3 |
| Varsity Head Football Coach | .17 | .19 | .21 |
| Varsity Boys Head Basketball Coach | .17 | .19 | .21 |
| Varsity Girls Head Basketball Coach | .17 | .19 | .21 |
| Varsity Head Volleyball Coach | .17 | .19 | .21 |
| Varsity Head Golf, Cross Country, Bowling | .09 | .10 | .11 |
| Varsity Head Coach (all other sports) | .16 | .18 | .20 |
| Varsity Assistant Coach | .11 | .12 | .13 |
| Middle School Head Football Coach | .10 | .11 | .12 |
| Middle School Assistant Football Coach | .09 | .10 | .11 |
| Middle School Wrestling | .09 | .10 | .11 |
| Middle School Boys Track | .09 | .10 | .11 |
| Middle School Assistant Track Coach ~~.05~~ | .07 | .08 | .09 |
| Middle School Girls Track | .09 | .10 | .11 |
| 7th Grade Boys Basketball | .09 | .10 | .11 |
| 8th Grade Boys Basketball | .09 | .10 | .11 |
| 7th Grade Girls Basketball | .09 | .10 | .11 |
| 8th Grade Girls Basketball | .09 | .10 | .11 |
| 7th Grade Girls Volleyball | .09 | .10 | .11 |
| 8th Grade Girls Volleyball | .09 | .10 | .11 |
| Band Director | .15 | .16 | .17 |
| Varsity/Junior Varsity Fall Sports Cheerleader Advisor | .06 | .065 | .07 |
| Varsity/Junior Varsity Winter Sports Cheerleader Advisor | .06 | .065 | .07 |
| Fall Sports Cheerleader Advisor 7th/8th | .04 | .05 | .06 |
| Winter Sports Cheerleader Advisor 7th/8th | .04 | .05 | .06 |
| Middle School Weight Lifting | .03 | .04 | .05 |
| Ticket Manager | .06 | .07 | .08 |
| Weight Room Manager/Coordinator | .16 | .17 | .18 |
| Winter Guard | .015 | .016 | .017 |
| Indoor Drumline (2 positions) | .015 | .016 | .017 |
| Assistant Band Director (Full Year) | .075 | .080 | .085 |
| Color Guard Instructor (Full year) | .035 | .036 | .037 |
| Band Camp Instructors | .015 | .016 | .017 |

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

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

E. Method of Payment for Supplemental Contracts

1. Contracts shall be paid in the following manner:

   a. Fall sports supplementals will be paid second pay of November, Winter sports supplementals will be paid second pay in March and Spring Sports supplementals will be paid second pay in June.

   b. All other nonathletic supplementals will be paid upon completion of requirements.

2. Pay may be withheld until the next scheduled supplemental payment if the completion form and/or contract or required forms are not completed and returned.

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

## HIGH-DEDUCTIBLE PLAN

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

| | NETWORK | NON-NETWORK |
|---|---|---|
| Deductible (per calendar year) | | |
| Per Individual | IRS Minimum | 33% over IRS Minimum |
| Per Family | IRS Minimum | 33% over IRS Minimum |
| Benefit Percentage | | |
| Per calendar year after deductible | 80% | 60% |
| *Individual out-of-pocket maximum including the deductible | $200 over Deductible | 33% over deductible |
| *Family out-of-pocket maximum including the deductible | $400 over of Deductible | 33% over deductible |

*(Charges over UCR do not apply)

MEDICAL – PPO

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

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

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

Hospital Expense Benefit

Room and Board ..... Semiprivate Rate
subject to deductible and coinsurance
Intensive Care ..... Usual, customary and reasonable
subject to deductible and coinsurance
Maximum Duration ..... Unlimited days
subject to deductible and coinsurance
Miscellaneous Services (Inpatient) ..... Usual, customary and reasonable
subject to deductible and coinsurance
Inpatient Mental/Nervous ..... Semiprivate Rate
Maximum Duration ..... 60 days per calendar year
subject to deductible and coinsurance
Inpatient Drug and Alcohol Rehabilitation ..... Semiprivate Rate
Maximum Duration ..... 33 days per confinement
2 confinements per lifetime
subject to deductible and coinsurance

Surgical Expense Benefit ..... Usual, customary and reasonable
subject to deductible and coinsurance

Anesthesia Benefit ..... Usual, customary and reasonable
subject to deductible and coinsurance

***NOTE:*** The In-Network and Out-of-Network deductibles, copayments and Out of Pocket limits are separate and do not accumulate toward each other.

In-Hospital Medical Care Benefit

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

In-Hospital Drug and Alcohol Rehabilitation

Medical Care Benefit ..... Usual, customary and reasonable
subject to deductible and coinsurance

Maximum Duration ..... 33 days per confinement
2 confinements per lifetime

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

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

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

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

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

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

Outpatient Mental/Nervous/Substance
Abuse ..... Usual, customary and reasonable
subject to deductible and coinsurance
up to 50 visits per calendar year

Inpatient Preadmission Certification ..... Required for all inpatient hospital admissions

Eligible Dependents Covered to Age.....26th birthday

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

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

Effective Date of Coverage ..... First day of employment

Plan Maximum Amounts
Maximum Lifetime Benefit ..... No Limit

SUPPLEMENTAL ACCIDENT

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

ANNUAL ROUTINE PHYSICAL

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

ANNUAL GYNECOLOGICAL EXAM

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

WELL-CHILD CARE

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

Newborn to 1 year - four exams

1 year to 2 years - two exams per year

2 years to 9 years - one exam per year.

PREADMISSION CERTIFICATION

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

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

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

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

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

DENTAL INSURANCE

1. Class I – Preventative and Diagnostic
   100% of Usual Customary and Reasonable Charge – no deductible

   a. Routine oral exams (once every six (6) months)
   b. Teeth cleaning (once every six (6) months)
   c. Fluoride treatments (once every twelve (12) months)
   d. Emergency pain treatments
   e. Space maintainers
   f. Diagnostic x-rays
   g. Tests and laboratory exams

2. Class II – Basic Restorative ($25.00/$50.00 Deductible)
60% of Usual Customary and Reasonable

   a. Fillings – amalgams, silicate, acrylic
   b. Root canal therapy
   c. Treatment of gum disease
   d. Repair of bridgework and dentures
   e. Extractions and oral surgery
   f. General anesthesia – only if medically necessary

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

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

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

4. Class IV – Orthodontia

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

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

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

# Teacher Performance Evaluation Rubric

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

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

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

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|---|---|---|
| **Domains** | **Components** | | | | |
| | | **Ineffective** | **Developing** | **Skilled** | **Accomplished** |
| **LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)**<br><br>*Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-through/informal observations, peer review* | **Communication with students**<br><br>Element 2.2<br>Element 4.3<br>Element 4.6<br>Element 5.1 | The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. | The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. | The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. | The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. |
| | | The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement. | The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson. | The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. | The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. |
| | | The teacher does not give students feedback. | Feedback to students is general, occasional or limited and may not always support student learning. | The teacher gives students substantive, specific and timely feedback to support their learning. | The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges. |

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

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

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

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

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

Appendix F

## ASSAULT LEAVE FORM

Name _____

Address _____

Phone _____ Social Security Number _____

Date of Assault _____

Time of Assault _____

Place of Assault _____

Nature of Resulting Physical Disability:

_____

_____

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

_____

_____

_____

_____

_____ _____

Signature Date

Leave Approved

_____ _____

Superintendent's Signature Date

CRESTVIEW LOCAL SCHOOLS
(Green Paper)

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

APPLICATION BY CERTIFIED STAFF FOR TUITION REIMBURSEMENT

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

Name _____ Date _____

Grade _____ Subject _____

Present teaching certificate _____ _____
Type Number

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

Title of course _____ Number of hours _____ _____
Quarter Semester

Date course begins _____ Date course to be completed _____

How is this course related to your present teaching field?

_____

_____

_____

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

_____

_____

_____

_____ _____
Approved by Superintendent of Schools Disapproved by Superintendent of Schools

_____ _____
Date Date

_____ _____
Approved for Payment Date

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

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

Any employee who has unused personal leave days and has maxed their sick leave as of the end of the school year, may apply for reimbursement of $100.00 per day. Payment for the unused personal leave day shall be paid the second payroll in June.

Name _____

Number of days requested for payment _____

_____ _____
Employee Signature Date

_____ _____
Superintendent's Signature Date

# CRESTVIEW LOCAL SCHOOL DISTRICT

44100 Crestview Rd. Columbiana, OH 44408 - P: 330-482-5526 · F: 330-482-5367
Daniel C. Hill, Superintendent
crestviewrebels.org


## 5705.412 Certificate

It is hereby certified that with respect to the contract, obligation, payment, wage or salary Schedule, or order for the expenditure of funds attached hereto that the Crestview Local School District has in effect for the remainder of the current fiscal year and the succeeding fiscal years the authorization to levy taxes, including renewal or replacement of levies; which when combined with the estimated revenue from all other sources available to the district at the time of the certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs and services essential to the provision of an adequate education program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction that was held or is scheduled for the current fiscal year for the term of the contract.

June 11, 2025
Dated

Crestview Local School District

Melissa Wellman
President, Board of Education

Charlene A Mercure
Treasurer

Daniel C. Hill
Superintendent


*Crestview Local School District Board of Education:*
*Melissa Wellman, President, Dr. Edward Miller, Vice President, Douglas Dattilio, Joel Hively, Sharon Henry, Charlene Mercure, Treasurer*

An Equal Opportunity Employer