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**2023-2026**

**AGREEMENT BETWEEN  
THE CARDINAL BOARD OF EDUCATION  
AND  
THE CARDINAL EDUCATION ASSOCIATION**



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# I. RECOGNITION

## A. ASSOCIATION RECOGNITION

The Cardinal Board of Education, hereinafter the "Board," hereby recognizes the National Education Association, Ohio Education Association, and Cardinal Education Association, hereinafter the "CEA" or "Association," as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in Section 4117 of the Ohio Revised Code and all other employment related matters. Recognition of the Association shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Revised Code §§ 4117.05 and 4117.07.

## B. BARGAINING UNIT MEMBER

1. The Association shall include all certificated/licensed employees employed by the Board, including all teaching and counseling personnel, speech language pathologists, school nurses, social workers, and school psychologists.
2. The Association shall include occupational therapists and physical therapists if the District elects to hire employees in these positions. If the District does not elect to hire employees in these positions, the District may continue to obtain occupational therapist and/or physical therapist services from individuals or entities outside of the bargaining unit.
3. The Association shall include Building Substitutes if the District elects to hire any Building Substitutes. Building Substitutes are individuals hired to work the full school year in a specific building or multiple buildings to cover the assignments of absent members of the bargaining unit.
4. Excluded from the bargaining unit are management level employees (those individuals who have the right to hire, fire, discipline, evaluate, and/or recommend or participate in such actions), supervisory employees, confidential employees, classified employees, tutors as defined by Board policy, employees in any other bargaining unit, and Regular Substitutes. Regular Substitutes are individuals working sixty (60) days or less in the same assignment in the same work year.
5. The Association shall include Long-Term Substitutes if the District elects to hire any Long-Term Substitutes. Long-Term Substitutes are individuals who have worked in the District in the same assignment as a substitute employee for more than sixty (60) days during the same work year. During the first sixty (60) workdays, these individuals are Regular Substitutes who are not part of the bargaining unit.
6. The Athletic Director shall be excluded from the bargaining unit either as

a management level employee or a confidential employee. However, if the District assigns the Athletic Director job duties to an individual who will also function as a MBU under subsection B. 1. above, the District will recognize this position as a bargaining unit position.

7. Hereinafter, members of the bargaining unit shall be referred to as MBUs.

## **II. NEGOTIATIONS PROCEDURE**

### **A SCOPE OF NEGOTIATIONS**

The Board will meet with the Association for the purpose of arriving at an agreement on proposals concerning all matters with respect to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of the Collective Bargaining Agreement (CBA).

### **B. MEETINGS AND PROCEDURE**

1. Requests for Negotiations - If either party desires to open negotiations for a successor CBA, it shall so notify the other party in writing not sooner than one hundred eighty (180) calendar days, and not later than one hundred twenty (120) calendar days prior to the expiration date of this CBA. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be served on the Association President. The party giving notice shall also serve a copy of the written notice, together with a copy of this CBA, on the State Employment Relations Board.
2. The parties shall simultaneously submit in writing their proposals within twenty (20) calendar days of the receipt of the written Notice to Negotiate. After the initial submission of proposals, additional items shall not be submitted by either party unless mutually agreed otherwise. Within fifteen (15) days after the parties submit their initial proposals, an initial meeting to negotiate shall occur. The traditional exchange of initial proposals may be replaced by any form of Interest-Based Bargaining only if both parties agree in writing to such a method. When possible, negotiation sessions during the school year will occur during the workday with negotiation team members released from teaching duties with no loss of pay.
3. At the time the initial request for negotiations is made and the items for discussion are mutually exchanged, a meeting place shall be determined and a timetable set up for future meetings.
4. Either team may call for a caucus at any time during a bargaining session. Normally a caucus shall not last more than thirty (30) minutes.
5. Negotiation teams shall be limited to a maximum of seven (7) members, which shall include any consultants and/or alternates.



6. The teams may mutually agree to invite other professional consultants to a specific bargaining session to provide information to both teams.
7. All bargaining sessions shall be closed to the general public.

C. AGREEMENT (T.A.)

1. When a tentative agreement is reached between both negotiation teams, the Association shall present the tentative agreement to the membership for ratification or rejection.
2. After the Association ratifies the tentative agreement, the Board will consider the tentative agreement. The motion to adopt the tentative agreement will be written into the Board's minutes.
3. After the Association ratifies and the Board adopts the tentative agreement, the Association President and the Board President shall sign four copies of the CBA and each party will receive two (2) copies.

D. DISPUTE SETTLEMENT PROCEDURE

1. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first bargaining session. Either party may submit, at any time after fifty (50) days prior to the expiration date of this CBA, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Service (FMCS).
2. The parties agree that the aforementioned mediation process will constitute their exclusive mutual alternative dispute settlement procedure and shall last a minimum of twenty-one (21) days from date of assignment of mediator or until settlement is reached, whichever comes first. The Board acknowledges the Association's right to strike under Section 4117.14 (0)(2).
3. It is the intent of both parties that efforts to negotiate may continue during the ten (10) day period following the Board's receipt of the Association's notice to strike.

### **III. GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. Contract Items - A "grievance" is a claim based upon violation, misinterpretation or misapplication of a specific provision(s) of this CSA. A grievance in this category may be processed, if necessary, through Step IV.
2. An "aggrieved person" (i.e., "grievant") is the person or persons making the claim. A grievant may be a MBU, group of MBUs, or the CEA.
3. A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" as used in this procedure shall be "school days." Days used in this procedure shall be school days except where the time limits extend beyond the last teacher work day. After the last teacher work day, days will be defined as calendar days.
5. "Representative or representatives" shall be any MBU chosen by the grievant or any other person of the grievant's choosing.

#### B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may from time-to-time arise concerning provisions of the CSA. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate and legal at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of a grievant and a party of interest from discussing the matter informally and to have the grievance resolved without intervention by the Association, provided that the resolution is not inconsistent with the terms of the CSA and that the Association has been given an opportunity to be present at such resolution and to state its views.

#### C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The grievance procedure must be commenced within twenty (20) days of an incident or within twenty (20) days after the grievant becomes aware of an incident. The time limits specified may, however, be extended by mutual agreement.

1. Informal Step - If a grievant believes there is a basis for a grievance, the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.
2. Step I - If the grievance is not resolved within five (5) days of such informal meeting or the grievant elects to skip the Informal Step, the grievant may present a formal claim to his/her/their immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the grievant's representative(s), if elected by the grievant, at a mutually agreeable time in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the grievant and the bargaining agent. If such disposition is not timely filed, the grievance shall go to Step II.
3. Step II - If, after receiving an answer at Step I (or if no decision is rendered), the grievant remains aggrieved, the grievance shall be submitted to the

Superintendent for a Step II decision in the matter. Such request must occur within five (5) days following the receipt of the answer at Step I. The Superintendent shall meet with the grievant and a representative of the grievant's choice at a mutually agreeable time within five (5) days following the receipt of the written grievance. Within ten (10) days of receipt of the written grievance, the Superintendent shall forward a copy of the Step II decision to the grievant. A copy of the Step II decision will be forwarded to the principal or administrator involved at Step I.

4. Step III - If, after receiving an answer at Step II (or no decision is rendered), the grievant remains aggrieved, the grievant and/or the Association shall, in writing, request a Step III hearing with the Board of Education. Such request must be made within five (5) days following receipt of the Step II decision. Copies of the grievance and Step II decision will be sent to all Board members. The Board will arrange a discussion to be held in executive session, if requested by the grievant and the topic of the grievance is an appropriate one for executive session, to be held within ten (10) days or at the next Board meeting following receipt of the discussion request, whichever is longer. If the topic of the grievance is not appropriate for executive session, the Board will notify the Association President at least five (5) days before the meeting and the Association President will have the discretion to elect to advance the grievance directly to Step IV. The grievant may be accompanied at the discussion by representatives of the Association, legal counsel, and witnesses. The Board's written decision shall be transmitted to the grievant and the Association within five (5) days following the discussion. Any official action taken by the Board will refer to the grievance by topic only.
5. Step IV - If, after receiving an answer at Step III (or if no decision is rendered), the grievant is not satisfied with the disposition, the grievant or the Association may submit the grievance to arbitration within thirty (30) days of the receipt of the answer from Step III. The arbitrator will be selected from a panel provided by the American Arbitration Association (or another source if mutually agreed to by the parties' representatives). The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association and render a decision following the hearing. The arbitrator shall have no power to alter, add to, delete from, or modify any of the terms of this CBA. Both parties agree that the award of the arbitrator will be final and binding on all parties. The fees and expenses of the arbitrator shall be paid by the party that does not prevail in the arbitration. The arbitrator shall identify the prevailing party as part of his/her decision, and, if the decision is "split," the arbitrator shall allocate his/her fees and expenses as a part of his/her decision. Additional expenses shall be paid by the party that incurs them.

#### D. RIGHTS OF THE GRIEVANT

1. A grievant may appear on his/her/their own behalf or may be represented at any and all steps of the Grievance Procedure by the bargaining agent, or

by counsel, or by any other person of the grievant's choice, except that the grievant may not be represented by an officer or employee of any teachers' organization other than the recognized bargaining agent.

2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
3. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members, it may be initially submitted at Step II described herein.
4. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of a grievance at any appropriate formal level.
5. The grievant, grievant's witness(es), and the Association President or designee shall have the right to attend Step I, II, III, or IV level meetings/hearings without loss of pay, or having to use any accrued leaves of absence.

## **IV. DISCIPLINE**

### **A DISCIPLINE PROCEEDINGS**

A MBU has the right to be represented by the Association at conferences or meetings with any administrator that the MBU believes may result in discipline or may affect a continuation of his/her employment or contract status. Should a meeting become disciplinary in nature, a MBU may request adjournment until appropriate representation is available. It is not the intent of the parties that this provision will prohibit the removal from the classroom of a MBU in extraordinary circumstances, provided, however, that a disciplinary conference with a representative present shall be held within two (2) workdays of such removal.

### **B. STANDARDS FOR DISCIPLINE**

No MBU shall be disciplined by the Board or any of its agents in an arbitrary and capricious manner or without just cause.

### **C. PROGRESSIVE DISCIPLINE**

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the MBU's offense, may be initiated at any level, and may include the repetition of a step without progressing to the next step.

1. Step One: Verbal warning(s)
2. Step Two: Written warning(s) - will incorporate comments relative to the verbal warnings in substantiation of previous problems. Said written warning(s) will not be placed in the MBU's personnel file.

3. Step Three: Written reprimand(s) - will incorporate comments relative to the written warning(s) in substantiation of previous problems.
4. Step Four: Suspension(s), with or without pay.
5. Step Five: Termination.

## **V. MBUS' RIGHTS AND RESPONSIBILITIES**

### **A. CURRICULUM**

With respect to participation in curriculum and other committees in which MBUs are involved, MBUs shall not be requested to serve on more than two (2) committees in any three (3) consecutive years.

### **B. MULTI-YEAR CONTRACTS**

1. The Board may provide multi-year contracts to MBUs who have taught three (3) or more consecutive years in the Cardinal Local School District but who do not meet the requirements for a professional educator, senior professional educator, or lead professional educator license.
2. Any MBU currently employed under a multi-year contract who becomes eligible for a continuing contract shall be considered for said contract at the May Board meeting following the MBU requesting such consideration.

### **C. TEACHER TENURE**

Only MBUs employed half-time or more by the Board shall be eligible to be considered for a continuing contract. To be eligible to be considered for a continuing contract, a MBU must have taught three (3) continuous years at the Cardinal Local Schools and hold a valid professional teaching certificate/license, and such application for professional teaching certificate/license is on file with the Superintendent by April 30. In addition, the MBU must notify the Superintendent of his/her eligibility to be considered for a continuing contract by the November 15 preceding the May meeting in which the Board would consider the matter. A MBU has the right to withdraw the request for continuing contract at any time prior to the May Board of Education meeting without adverse consequences.

### **D. PROFESSIONAL DEVELOPMENT PLANNING COMMITTEE**

The parties affirm the importance of professional development programs to the professional growth of the District's teaching staff. A Professional Development Planning Committee ("PDPC") shall be created that is composed of the Superintendent and up two (2) administrators appointed by the Superintendent and a minimum of four (4) persons appointed by the Association President. The Superintendent/designee and the Association President/designee shall serve as the co-chairpersons of the PDPC. Annually, the PDPC is responsible for planning relevant professional development program(s) to improve student performance. Programs will be designed to meet LPDC standards for appropriate contact hours

of professional development. Other school improvement committees shall collaborate with the PDPC to ensure alignment of K-12 professional development.

#### E. NON-RENEWAL OF CONTRACTS

A MBU whose limited contract for regular teaching duties is expiring shall be deemed reemployed for the successive school year unless:

1. The Superintendent notifies the MBU in writing by May 10 of his/her intent to recommend to the Board that the MBU be non-renewed;
2. The Superintendent provides the MBU with a written statement of the reasons that led to his/her decision to recommend nonrenewal and provides the MBU with an opportunity to meet with him/her by May 15 to discuss the reasons;
3. The Board adopts a resolution in public session stating its intention not to renew the employment of that MBU; and
4. The Superintendent mails written notice of the non-renewal by certified mail, return receipt requested, to the MBU at the address appearing for that MBU on the Board Treasurer's records. It is the responsibility of each MBU to keep a current address on file with the Board Treasurer and to make any necessary changes therein. Timely mailing of the notice of nonrenewal no later than June 1 shall be the Board's only obligation in serving such notice.

The parties affirm that paragraphs 1 - 4 above expressly supersede and replace the corresponding provisions of Ohio Revised Code Section 3319.11.

Within five (5) calendar days after receipt of the Board's written notice of nonrenewal, the MBU may file with the Board Treasurer a written demand for a hearing before the Board pursuant to divisions (G)(4) to (6) of Ohio Revised Code Section 3319.11. The Board will conduct the hearing in accordance with O.R.C. 3319.11(G)(4)-(6).

A MBU may appeal a Board order affirming the nonrenewal to the Geauga County Court of Common Pleas under O.R.C. 3319.11(G)(7). The parties affirm that the evaluation procedures identified within this CSA, including the Board- adopted Standards-Based Teacher/School Counselor Evaluation policy, shall be those required to be followed by the administration and subject to review by the Court.

#### F. RESIDENT EDUCATOR PROGRAM

1. Purpose: The Resident Educator Program ("REP") is designed for beginning teachers and provides them with the coaching, mentoring and guidance that is critical to improving their skills and knowledge and enhancing student achievement. The Board will administer and fund the REP. The REP is a four (4) year program. Successful completion of the REP is required for a teacher to advance to a five (5) year professional educator license.
2. Lead Mentor: A Lead Mentor will oversee the REP and may mentor a Resident Educator.

- a. A Lead Mentor should have National Board, Master Teacher or Lead Teacher designation, if possible.
  - b. MBUs who want to be considered for the position of Lead Mentor must submit an application to the Superintendent by April 1 for the next school year.
  - c. Duties of Lead Mentor:
    - i. Chair Resident Educator Committee.
    - ii. Assign Mentors in conjunction with the Resident Educator Committee from the previous school year.
    - iii. Coordinate the REP.
    - iv. Schedule and preside over meetings.
    - v. Keep Superintendent and/or designee informed of all activities involving the REP.
    - vi. Monitor the Resident Educator and Mentor's interactions and offer support and assistance as needed.
  - d. The Lead Mentor shall be paid a stipend of 7% of the BA base.
3. Resident Educator Committee
- a. The Resident Educator Committee shall be comprised of the Lead Mentor, at least one administrator, and Mentors assigned to Resident Educators for the current school year.
  - b. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.
4. Mentor: The Lead Mentor shall assign Mentor Teachers ("Mentors") after soliciting interest among qualified MBUs.
- a. Qualifications:
    - i. Mentors must have continuing contract status and a minimum of five (5) consecutive years of teaching experience in the District. Preference will be given to those with Master Teacher, National Board Certification, or Lead Teacher designation.
    - ii. Mentors must be trained to serve as a Mentor through the Ohio Department of Education's Instructional Mentoring Program.
    - iii. Mentors must hold a valid teaching certificate/license and should be assigned to Resident Educators with the same area of certification/license.
    - iv. Mentors must demonstrate the ability to work cooperatively and effectively with the professional staff members and have

extensive knowledge of a variety of classroom management and instructional techniques.

b. Responsibilities:

- i. Carry out the REP (as developed by ODE) in conjunction with the Resident Educator.
- ii. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
- iii. Use the REP formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal setting agreement) and protocols to support the Resident Educator.
- iv. Attend regional mentor network meetings.
- v. The Mentor shall not have a role in the Resident Educator's formal evaluation. Rather, the Mentor serves as an instructional mentor and is responsible for supporting the Resident Educator's growth through the use of formative assessment tools.

c. Release Time:

- i. Each Mentor shall be granted release time (at least the equivalent of two (2) days annually) for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent/designee.
- ii. Each Mentor shall be granted release time to attend committee meetings, necessary training, and to perform the required Committee work.
- iii. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the Superintendent/designee and the Mentor.

d. Restrictions:

Any or all materials jointly developed by the Resident Educator and the assigned Mentor shall not be utilized as a remediation program.

e. Compensation:

- i. In addition to the mutually agreed upon released time, each Mentor shall receive a supplemental contract for each assigned Resident Educator. The stipend is paid in May of that school year.



- ii. The Board will pay all training fees required for Mentors to receive the mandatory ODE-state mentor training.
- iii. Mentors shall receive a stipend of four percent (4%) of the BA base.

5. Resident Educator:

- a. Each Resident Educator shall be provided with the following:
  - i. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.
  - ii. Assistance with the management tasks identified as especially difficult for beginning teachers.
  - iii. Assistance in the improvement of instructional skills and classroom management; and
  - iv. The opportunity to consult/observe other teachers both within and outside of the District.
- b. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.
- c. The Resident Educator is not required to complete an IPDP or utilize the LPDC process.

6. Protections:

- a. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that Resident Educator's evaluation.
- b. No Resident Educator shall be required to remain in a REP after obtaining a professional educator license.
- c. If the District fails to comply with the State-mandates for implementing a REP, affected MBUs who participate in the REP shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- d. Communications between a Mentor and his/her assigned Resident Educator shall be considered confidential to the extent permitted by

law. Any violation of this tenet by the Mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.

- e. At any time, either the Mentor or the Resident Educator may request that a new mentor teacher be assigned. If either individual makes such a request, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- f. All members of the Resident Educator Committee, Mentors and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- g. No Mentor shall participate in any informal or formal evaluation of a Resident Educator, nor make or be requested or directed to make, any recommendation regarding the continued employment of his/her assigned Resident Educator.
- h. A Mentor's participation in the REP shall not be evaluated by the administration or taken into consideration as a part of teacher's regular evaluation.
- i. Resident Educators are entitled to the same rights and privileges as other MBUs.
- j. Formative assessment evidence is the property of the Resident Educator, and he/she reserves the right to share or not share it with the administration. Regardless, it will not be collected by the Building Principal or other District personnel, and it will not be utilized for the teacher's evaluation or as a basis for employment decisions.

7. Program Review/ Revisions:

Mentors and their assigned Resident Educators may meet as a group prior to the end of each school year to assess and evaluate the REP. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than June 1.

8. Records:

The Resident Educator Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

G. MEDICAL PROCEDURES

MBUs are not expected to dispense regular medication. A MBU may hold and dispense emergency medication where there is a physician's written approval.

MBUs will not be requested or required to perform non-emergency medical procedures or custodial care (e.g., changing diapers).

H. ASSOCIATION / MANAGEMENT COMMITTEE

In an effort to solve problems before they become formal grievances, the Board and the Association agree to establish a formal committee consisting of representatives of both the Association and the Board.

The function of the Association/Management Committee shall be to confer on all matters of mutual concern, to keep both parties to this CBA informed of changes and developments caused by conditions other than those covered by this CBA, and to confer over potential problems in an effort to keep such matters from becoming major in scope.

The Association representatives shall be no more than six (6) MBUs. The Board representatives shall be no more than six (6) in number. One meeting per year will be held in January on an annual basis.

Additional meetings shall be limited to no more than once per month unless mutually agreed upon. The party requesting the convening of the committee shall submit a list of agenda items.

Nothing contained in this provision shall limit either party from maintaining a course of administrative action or the Association from processing a formal grievance.

I. PERSONAL COMPLAINTS

A personal complaint is a claim based upon an event or condition affecting the welfare and/or terms and conditions of employment of a teacher or group of teachers and not related to alleged violations of the CBA. A personal complaint may be processed through Step III of the grievance procedure in Article III, Section C.

J. EMERGENCY ASSIGNMENTS

1. Whenever a MBU is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated/licensed substitute.
2. In the event a properly certificated/licensed substitute cannot be obtained, the following shall apply:
  - a. Elementary School (K-4) -
    - i. The building principal shall first solicit one or more teachers to volunteer to provide class coverage.
    - ii. If the building principal is unable to locate a volunteer teacher to provide class coverage, the building principal may assign MBU(s) to provide class coverage.

If MBUs provide split class coverage for the whole school day, those MBUs will receive \$75 each for such coverage.

If a MBU covers a partial class for up to one half of the school day the compensation shall be \$50 for such coverage

MBUs providing class coverage during their planning period shall be compensated thirty-six (\$36.00) dollars per hour for such coverage.

MBUs will not be expected to cover a full class for an absent MBU absent exceptional circumstances.

- b. Middle School & High School –
  - i. The building principal shall first solicit one or more teachers to volunteer to provide class coverage.
  - ii. If the building principal is unable to locate a volunteer teacher to provide class during the MBU's planning or duty period, the building principal may assign MBU(s) to provide class coverage.
  - iii. A MBU providing class coverage will be paid \$36.00 per hour for such coverage, rounded to the next quarter hour.
- c. Study Halls/Library - MBUs who receive an extra regularly scheduled class of students in study hall or the library shall receive the same additional pay per class as provided for in paragraph (b) above.

Twice annually, in December and June, the Board will pay MBUs for all duties served under this provision. A form will be provided to each MBU by the immediate supervisor for each applicable class so covered. Records shall be kept by the home school and turned in at the Board office prior to the pay period affected.

There will be no compensation paid for a cooperative arrangement between two (2) MBUs to fill in for each other.

## **VI. PERSONNEL FILES**

### **A. LOCATION**

The Board shall maintain an Employee Kiosk (for attendance and payroll) and, at the Board Office, an official personnel file for each MBU.

### **B. CONTENT**

Effective August 1, 2002, all negative items placed in the file shall be dated and signed and identified as to source. A copy shall be sent to the MBU before being placed in the file with the exception of those items filed at the direction of the MBU. Parental complaints will not be a part of an MBU's permanent personnel file unless substantiated following an investigation and discipline is imposed. After five (5) years, a MBU may petition the Superintendent to remove a written reprimand, if the conduct referred to in the written reprimand has not been repeated during the five

(5) year period and the removal of the document is not prohibited by state law.

C. EXAMINATION

Each MBU has the right to examine his/her file during regular office hours. The MBU may be accompanied by a representative. A designee from the central office must be present when a file is examined.

D. COMMENTS

The MBU has the right to attach written comments to any item in the file.

E. REMOVAL

The file shall not be removed from the Board Office by the MBU.

F. COPIES

A copy of each item in a MBU's file shall be provided, at no cost, to the MBU requesting the material.

G. REVIEW OF PERSONNEL FILE

If a MBU's personnel file is reviewed by anyone, excluding Administration and Board office personnel, a notation will be made on a log attached to the file, which will specify the date the review occurred and identify (if known) the person who reviewed the file. This will also apply to members of the LPDC and individual members of the Board of Education. Before a personnel file is reviewed by someone other than a Board member or School District employee, a reasonable effort will be made to notify the MBU, and the MBU (or his/her designee) will be provided an opportunity to be present during the review, provided any delay related to compliance with this provision will not cause the Board to violate Ohio's public records laws. If a MBU (or his/her designee) is not present during the review, the Administration will notify the MBU of which documents were inspected and/or copied, to the extent known.

The Superintendent shall designate an individual to be present on the Board's behalf when a personnel file is being reviewed.

H. ANONYMOUS CORRESPONDENCE

No anonymous correspondence or communication will be placed in a MBU's personnel file.

## VII. TEACHER YEAR

### A. WORKYEAR

The school year will be 184 days, which will consist of:

1. Days of Instruction (up to 180);
2. Up to two (2) In-Service Days or the equivalent, with one (1) of the days occurring on NEOEA Day. NEOEA Day is included in the 184 day teacher work year. MBUs may attend NEOEA Day professional development offerings, with administrative approval, if aligned with District goals. Building directed PD will be provided in the District for those teachers not attending an approved NEOEA Day activity. District/Building based activities will be provided at the discretion of the administration.
3. Up to two (2) Parent-Teachers Conference Days;
4. One (1) Orientation Day (half shall be used for teacher preparation); and
5. One (1) Record Day, which will occur the first weekday after the last day of the second semester.
6. Early release days for students (two [2] hours) at the end of the first and third quarters for Record Day responsibilities. MBUs must submit grades no later than the end of the fifth (5<sup>th</sup>) student day of the next quarter.
7. There will be one (1) full day without students at the end of the first semester. This day is designated for teachers to complete required/mandated work.
8. The work year will total 184 days for MBU's with an end date no later than May 31.

### B. MBU WORK DAY

1. The MBU workday shall be seven (7) hours and thirty (30) minutes, inclusive of a 30-minute uninterrupted lunch. No workday will start before 7:00 a.m. or end later than 4:00 p.m. All teachers across the District will report based on their assigned buildings' start and stop times. Staggered starts within a building are not permitted.
2. There will be at least a ten (10) minute difference between the start and end of the regularly scheduled student day and the MBU workday for each building, and MBUs will not be regularly assigned any student supervisory duties during these periods.

### C. COPY OF CALENDAR

A copy of the school calendar will be sent to each MBU within four (4) weeks of its official adoption by the Board.

## VIII. CONDITIONS OF EMPLOYMENT

### A. STAFF ASSIGNMENT

MBUs are subject to assignment each year by the Superintendent and will be notified of any change by July 1. Only in emergency situations will assignments be changed after this date. Emergencies shall include such things as inability to find a suitable replacement, significant changes in enrollment, and an anticipated loss of revenue. When such an emergency arises, all MBUs who may be affected will be notified. When the new assignments have been made, the MBUs involved will be immediately notified. Recommendations from principals concerning assignments will be given consideration.

### B. MOVING

MBUs who are moving from building to building or classroom to classroom, whether by voluntary or involuntary transfer or by closing of a building, shall have furniture, equipment, and packed items moved by the Cardinal Local School District. MBUs shall be paid a stipend of one hundred fifty dollars (\$150.00) when they move more than one time in a three (3) year period.

### C. TRANSFERS

#### 1. Voluntary Transfers

- a. Requests by a MBU for transfer to a different class, building, or position in which he/she is interested shall be made in writing to the Superintendent on an annual basis. The Superintendent will notify the MBU of having received the request. If the MBU does not receive notification within five (5) days, he/she should call the Board office to confirm the request was received.
- b. The application shall set forth the reasons for the request, and the school, grade, or position sought.
- c. The Superintendent will inform the MBU by letter if the position he/she desires is not granted.
- d. The Board will maintain a "Request of Transfer" file. Requests for voluntary transfer will be kept on file for a period of one year from May 1st through April 30th.

#### 2. Involuntary Transfers - Process

If the MBU objects to an involuntary transfer, the matter, upon request, will be discussed in a meeting with the Superintendent and/or his/her designee, the MBU, and the MBU's representative.

#### 3. Definitions

For purposes of this article, "transfer" means reassigning a MBU to a different department, grade level, or subject at the secondary level; to a

different grade at the elementary level; or to a different building.

A "vacancy" is created when there is: 1) the death of a MBU; 2) a retirement; 3) the creation of a new position; 4) an extended leave of absence; 5) a termination or non-renewal; 6) a transfer; or 7) a promotion; and the Board determines to retain the position.

4. Statement of Reasons for Transfer

In cases involving an involuntary transfer, the Superintendent will cite educational reasons, enrollment changes, or financial reasons leading to the decision to make the transfer. This written notice will be issued to the affected employee before the date of the transfer.

In cases involving a voluntary transfer, the Superintendent will give written notice to all individuals denied a request for transfer citing educational reasons, enrollment changes, or financial reasons leading to the decision.

Where educational reasons, enrollment changes, or financial reasons can be addressed as determined by the Superintendent by more than one employee requesting the voluntary transfer, seniority at Cardinal Local School District will be considered.

D. POSTING

All vacancies for certificated/licensed positions will be posted on the bulletin board in each building's office, and on the District's web site and/or distributed through the District's Alert System. During the summer months, a notice of each new vacancy will be posted on the District's web site and distributed through the District's Alert System, and a timely notification to check the District's website included on the e-mail pay stub. During the last two (2) weeks prior to the opening of school, notice by direct contact shall be made with staff having indicated an interest in the vacancy area. The posting period will be ten (10) working days during the school year and five (5) days during the summer. Postings will state the minimum qualifications and indicate that the vacancy is "anticipated" if Board action is pending.

MBUs who have previously expressed interest in a given position will be offered an opportunity to interview if and when there is a vacancy in that position. Seniority will be considered and those MBUs who are not offered the vacant position provided a written explanation.

E. POSTING- EXTENDED EDUCATIONAL PROGRAMS

All vacancies for extended program staffing (programs outside of regular student hours and school days) will be posted in the same manner as outlined in Article VII, D: Posted positions will be filled with the following priority: 1) MBUs serving in the last session of the respective extended program; 2) MBUs by seniority; 3) Principal recommendation when 1 and 2 are equal.



F. NOTIFICATION OF ASSIGNMENT

By the final workday of a school year, the building principal or other administrator will give written notification of each MBU's tentative building assignment and grade level or subject area assignment for the next school year. At the middle school and high school this shall include a tentative list of courses to be taught.

G. CLASS SIZE

1. Maximum Class Size - The administration will continue to make reasonable efforts to ensure that the maximum class size will not exceed twenty-two (22) students in kindergarten and twenty-eight (28) students in grades 1 through 5, and one hundred sixty-two (162) students daily in grades 6 through 12. Exceptions to the above maximums are study halls, music, physical education, and elementary art.
2. Compensation for Exceeding Limits - A teacher will be paid one hundred fifty dollars (\$150.00) per student per semester when the class size in an academic class exceeds the maximums set forth above. The payment will be made when the teacher's class enrollment during a semester exceeds the above limits for thirty (30) consecutive days. With respect to elementary art, music and physical education classes that have more than thirty (30) students, extra pay shall be calculated and paid as follows: the teacher shall receive \$0.28 per student for each week during a semester when there are more than thirty (30) students in his/her class. For example, if a teacher had fifteen (15) students over the thirty (30) limit (across all of his/her classes), he/she would receive an extra pay stipend at the end of the semester of \$75.60 (i.e., \$0.28 x 18 weeks x 15 students).
3. Students with Modifications - In the event that an intervention specialist is unable to complete modifications to curriculum, instruction, and/or assessment, then students that typically receive these modifications based on District documentation will count as 1.5 students in the regular education setting.

H. EMPLOYING RETIRED MBUs

A MBU retired under STRS ("reemployed teacher") may be employed / reemployed under the following conditions:

1. The Board of Education may employ retired MBUs when it is in the operational interests of the District. When a MBU retires from the District, there is no expectation of reemployment. Any decision to re-hire a MBU is solely the decision of the Board as recommended by the Superintendent. A reemployed teacher who previously worked for the Board does not need to be interviewed by the Board for any vacant position for which he/she may apply. A reemployed teacher is 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 this CBA.

2. The Board will place the re-employed retired MBU at Step 1. Reemployed teachers will be given full credit for their academic training level. A reemployed teacher will move up the salary schedule one (1) step for each year he/she is employed post-retirement. The Board may require the reemployed teacher to execute a waiver of his/her prior teaching experience and acknowledge his/her agreement to accept placement at Step 1 on the salary schedule. This provision and such salary and individual employment contract with the reemployed teacher expressly supersedes Ohio Revised Code Sections 3317.13 and 3317.14, and all other applicable laws.
3. Reemployed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without requirement for further Board action (i.e., the Board does not have to non-renew them) and without notice of nonrenewal and without compliance with the evaluation procedures set forth in state law and/or this CBA. For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code Sections 3319.11, 3319.111 and 3319.112, and may differ from the rights of other MBUs contained in this CBA. A performance observation and evaluation will be conducted for reemployed teachers at least once every three (3) years.
4. Reemployed teachers shall be eligible for medical, dental, prescription and life insurance coverage the same as other MBUs.
5. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher 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. 3307.35.
6. Seniority for reemployed teachers 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 teacher will not have any of the bumping rights set forth in this CBA.
7. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
8. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers will 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 that is not earned at the time the reemployed teacher separates from his/her employment with the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.

9. Subject to these provisions, reemployed teachers are part of the bargaining unit. The provisions of this CBA that are not applicable to reemployed teachers include: salary schedule placement; severance pay; reduction in force; sick leave assistance/bank; and sabbatical leave. Said provisions, unless implemented in violation of this Section, shall not be grievable or arbitrable under the Grievance Procedures set forth in this CBA, nor may they be challenged through any claim or action filed before the STRS or any other state or federal agency, or in any court of law.

The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

- I. The Board and the Association are committed to maintaining a workplace that is free from all forms of illegal discrimination, harassment, and bullying and agree that neither party shall discriminate against the other, or against any teacher, on the basis of race, color, creed, sex, age, sexual orientation, religion or other protected status as defined by Board policy and applicable law in connection with the terms of this Contract. This subsection of the Contract shall not be subject to the negotiated grievance procedure unless the Association and/or the allegedly aggrieved bargaining member completes the complaint and investigation process available under Board policy. No MBU shall experience retaliation for filing a complaint.

## **IX. MBU EVALUATION PROCEDURE**

### SECTION 1 – STANDARDS-BASED EVALUATION SYSTEM

#### A. EVALUATION OF TEACHERS/COUNSELORS

The Parties believe in the importance of ongoing assessment and meaningful feedback as a powerful tool to advance professional development, inform instruction, and assist teachers/counselors in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement. The evaluation system further assists the Administration in making employment decisions.

The District will use the Ohio Teachers Evaluation System (OTES), which conforms to the framework for evaluation of teachers as approved by the State Board of Education. The District will use the Ohio School Counselor Evaluation System (OSCES) to evaluate school counselors.

#### B. DEFINITION AND APPLICATION

1. For the purposes of the OTES-related sections of this Article, the evaluation procedure contained herein applies to any person employed under a teacher license issued under ORC Chapter 3319 (i.e., ORC 3319.22, 3319.26, 3319.222, or 3319.226), or under a professional or permanent teacher's certificate issued under former ORC 3319.222, or under a permit issued under ORC 3319.301, and who spend at least 50% of the time

employed providing content-related student instruction.

2. Substitute teachers, long-term substitute teachers, tutors, Related Service Professionals and other MBUs not meeting the above definition are not subject to evaluation under the OTES-related sections of this Article.
3. The Board shall not evaluate any bargaining unit member who has submitted a notice of retirement that is accepted by the Board by December 1 of the school year the teacher was scheduled to be evaluated.
4. The Board shall not evaluate any bargaining unit member who has or will be on Board-approved leave for fifty percent (50%) or more of the school year.
5. No later than September 15 of each year (except during the 2021-2022 school year, not later than October 1), or within fifteen (15) workdays of the teacher starting work if the teacher is hired after September 15 (or October 1, in the 2021-2022 school year), the Board shall provide training to new teachers on the components of the teacher evaluation procedure, including rubrics, tools, processes, and the use of High-Quality Student Data (HQSD). New teachers shall not be evaluated or observed before the completion of such training.

Prior to October 1, 2021, all teachers will be provided training concerning this Article.

The district shall collaborate with the CEA to choose an outside provider for professional development on High-Quality Student Data.

#### C. NOTIFICATION, ORIENTATION and PROFESSIONAL DEVELOPMENT

1. Not later than September 15 of each year, or within fifteen (15) school days from first workday in the case of a new MBU commencing employment after September 1 during the school year, each MBU shall be notified in writing/email of the name of their evaluator.
2. No later than October 1 of the 2021-2022 school year and not later than September 20 beginning the 2022-2023 school year, the MBU shall notify the evaluator of the High-Quality Student Data to be utilized in that teacher's evaluation process from the sources of HQSD approved by the Evaluation Committee.
3. Members of the Evaluation Committee will be provided training on an annual basis concerning OTES and HQSD, as agreed within the Committee. This training will be held during work hours, unless mutually agreed upon by the Committee.
4. For a teacher on an Improvement Plan, the evaluator will identify, with input from the teacher, professional development (e.g., training, classes,

resources, etc.) as part of the Plan. On-site activities, District in-services, and District employees will be used when possible and appropriate.

#### D. DEFINITION OF OBSERVATION AND EVALUATION

1. Except for MBUs under consideration for non-renewal or those on extended limited contracts in accordance with Section F of this Article, an Evaluation shall consist of two (2) pre-observation meetings, two (2) observations, two (2) post-observation meetings, up to two (2) “informal observations” known as walkthroughs, and one (1) summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be (1) one evaluation which must occur by May 1 with a written report by May 10.
2. Teachers will be evaluated according to the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. 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. The District will use the OTES evaluation forms adopted by the Ohio Department of Education as of the date of this Agreement. If ODE subsequently develops new forms, the parties may bargain their use.

All forms utilized in the OTES/OSCES process are found on Google Drive and in an appendix to his Agreement.

3. All observation of the MBU’s work performance shall be conducted openly and with full knowledge of the MBU. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article.
4. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher’s performance assessment. The evaluator shall maintain documentation supporting the performance assessments and will consider all evidence submitted by the teacher, which will be included in the evaluation.
5. No audio/visual recordings or livestreaming shall be used in the evaluation process. No observations shall be conducted electronically. The entire evaluation process shall be conducted in person in the school building setting.
6. No MBU shall be required to complete a self-assessment (OTES Self-Assessment Form).

#### E. EVALUATORS

1. The Evaluator must be a certified OTES/OSCES evaluator.

The person responsible for assessing a MBU's performance is a building administrator (principal or assistant principal) or Director of Special Education (for Intervention Specialists only) employed full-time by the District and holding the licenses set forth in O.R.C. §3319.01 or §3319.02.

2. In the case of extenuating circumstances, the Superintendent and Association President will meet to discuss how to complete the affected evaluations.
3. At the Middle and High School, the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.
4. All MBUs will have a single evaluator, unless an evaluator takes an extended leave of absence that results in a new evaluator being assigned to the MBU. MBUs working in multiple buildings will alternate evaluators per evaluation cycle (i.e., a teacher assigned to both the elementary building and the middle school, will have an elementary building administrator conduct one year's evaluation, and the next full evaluation cycle will be conducted by a middle school administrator).

#### F. 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 and a maximum of forty (40) continuous minutes. Block classes may be observed for a maximum of forty (40) continuous minutes. There shall be at least three (3) weeks, following the post conference between formal observations for MBU's on an improvement plan and at least two (2) weeks following the post conference between observations for all other MBU, except where the MBU is out on a leave of absence that prevents the evaluator from completing the observation(s) within the requisite timeframe. If after the second formal observation a MBU's performance is found deficient to the extent that adverse personnel action may result, additional observation(s) shall be conducted. The MBU will be notified at the 2nd Observation post-conference if an additional observation(s) will take place and the reason for the observation(s).

- a. Teachers shall not receive a formal observation on a day before or after a holiday, any school break of more than three (3) consecutive workdays, or any leave of absence of more than five (5) consecutive workdays.
- b. All formal observations will be scheduled.

##### 2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation between three

(3) and one (1) working day(s) prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The MBU is not required or expected to complete the OTES Pre-Conference planning questions in writing. Pre-Conference Planning Questions are intended to serve as a guide for discussion between the evaluator and MBU.

3. Post-Observation Conference and Report

A conference will be held with the MBU within five (5) working days after each observation, unless the administrator or MBU is absent, or another time is mutually agreed to in writing by the MBU and evaluator. The Post-Conference Planning form will serve as a guide for the discussion. The MBU shall have access to the draft OTES observation document a minimum of twenty-four (24) hours prior to the post-conference. Should the MBU disagree with the rankings on the observation rubric additional information/materials/evidence may be submitted to the evaluator within five (5) school days of the post-conference. Upon presentation of evidence that a Rubric rating was met, the rating will be changed as appropriate. In addition, evidence shall be documented on the Post-Observation Conference Form and considered as part of the MBU's final evaluation. The evaluator will finalize and give to the MBU the written documentation associated with formal observations within five (5) workdays after the post-observation conference or the date the MBU submits the additional information/materials/evidence, whichever is later.

4. Walkthroughs/Informal Observation

- a. A walk through is an informal observation and is conducted as follows:
  1. Classroom and Counselor walkthroughs shall not disrupt or interrupt the learning or counseling environment and will be less than fifteen (15) consecutive minute(s) in duration, unless the MBU and evaluator mutually agree to extend it. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.
  2. A copy of the completed walkthrough form will be given to the MBU within three (3) workdays of the walkthrough. The teacher's response(s) to the feedback, if any, must be submitted to the evaluator with three (3) workdays, and shall be included as a part of the walkthrough form that is part of the evaluation record. The same format will be utilized district-wide. The MBU may request a conference following the walk-through.
  3. There may be up to two (2) walkthroughs during a formal

evaluation year.

- b. A MBU may request additional walkthroughs.
- c. Walkthroughs shall be conducted by the assigned evaluator.

5. Off -Year Observations

- a. MBUs who were rated Skilled in the most recent evaluation will be formally evaluated every two (2) years, provided the evaluator determines the MBU is making progress on the Professional Growth Plan. MBUs who were rated Accomplished in the most recent evaluation will be evaluated every three (3) years, provided the evaluator determines the MBU is making progress on the Professional Growth Plan.
- b. In any year in which an MBU will not be formally evaluated, as a result of a previous rating of Skilled or Accomplished, the assigned evaluator shall conduct one (1) scheduled observation of the employee and hold (1) post-observation conference, which shall include a discussion of progress on the teacher's Professional Growth Plan. The observation shall be a maximum of thirty (30) minutes. The post-observation conference shall be in conformance with the provisions of this contract. The District will use ODE's Walkthrough/Informal Observations form for the off-year observation. No additional paperwork shall be required of the MBU, other than to "pin" the observation into OhioES, if required by the Ohio Department of Education.
- c. For off-cycle focused observations, MBUs shall have no more than two (2) areas of focus.

G. FINAL WRITTEN EVALUATION

- 1. All observations will be consolidated into the written report, and shall be provided to the MBU through OhioES, and a conference shall be held between the MBU and evaluator. The MBU shall receive a draft of the final summative evaluation at least one school day prior to the final conference.
- 2. The evaluation shall acknowledge the performance strengths of the MBU evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions reached in the formal evaluation report. Such information must be accurate and supported. Should the MBU disagree with the rankings on the evaluation, additional evidence may be submitted to the evaluator of accomplishments and skills within five (5) days of the conference. The document and ratings shall be



updated based upon supplemental evidence that supports the rubric.

3. MBUs evaluations shall consist of multiple factors (as described in the OTES Rubric) and will contain a Final Holistic Rating of Accomplished, Skilled, Developing, or Ineffective.
4. The evaluation report shall be signed (electronically pinned) by the evaluator and subsequently by the MBU to verify that the MBU has been notified of the results of the final written evaluation.
5. The evaluation must be completed by May 1 with a written report by May 10.

#### H. IMPROVEMENT PLAN

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. The Improvement Plan shall include specific areas for improvement based upon the Ohio Standards for the Teaching Profession.

1. Definitions
  - a. Improvement Plan: A clearly articulated assistance program for a MBU whose performance on the Evaluation has been documented to be Ineffective by the evaluator.
  - b. Resources: Those monetary, time, material and human resources provided to a MBU on an Improvement Plan.
  - c. Timeline: A minimum of an eighteen (18) week period of time given to the MBU to meet the requirements, target dates, and dates of review of the plan.
  - d. Observable Outcomes: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.
2. Improvement Plan
  - a. MBUs who receive a rating of Ineffective on the Summative Evaluation will be placed on an Improvement Plan. The evaluator will develop the Improvement Plan together with the MBU by September 30. The MBU may have representation at all meetings with the evaluator.
  - b. The Improvement Plan, as outlined in this document, details:
    1. Specific, measurable performance expectations, resources, timelines for completion of objectives (not less than eighteen

(18 weeks), and assistance to be provided.

2. The District will provide for the allocation of financial resources to support professional development for staff on improvement plans.
3. Professional indicators documented as ineffective through the formal evaluation process will be the basis of the plan.

I. PROFESSIONAL GROWTH PLANS

1. By September 30, MBUs with a rating of Accomplished will develop a self-directed Professional Growth Plan that focuses on the most recent evaluation, unless it is an off-year evaluation cycle in which case the MBU shall determine its focus.
2. By September 30, MBUs with a rating of Skilled will jointly develop a Professional Growth Plan with the evaluator that focuses on the most recent evaluation, unless it is an off-year evaluation cycle in which case the MBU and evaluator shall jointly determine its focus.
3. By September 30, MBUs with a rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator. The plan will focus on specific areas identified in the most recent evaluation.

J. MBU's UNDER CONSIDERATION FOR NON-RENEWAL

1. Three (3) formal observations that are performed in accordance with the guidelines set forth in this Article will be carried out for each MBU who is under consideration for non-renewal or who is working under an extended limited contract.
2. Observations and the final Summative Evaluation must be completed by May 1 and sent to the Superintendent. The building principal will meet with the MBU in person for notification of the recommendation of non-renewal no later than May 1.
3. The employee is entitled to representation at all meetings.
4. The Board of Education shall notify any teacher being considered for non-renewal in writing by June 1.

K. HIGH-QUALITY STUDENT DATA

1. Evaluations will include two (2) measures of high-quality student data, which provide evidence of student learning attributable to the MBU being evaluated. The sources for high-quality student data shall be determined by the Evaluation Committee. When applicable to the grade level or subject area taught by the MBU, high-quality student data must include the value-

added progress dimension as one (1) source of HQSD and one (1) other measure of high-quality student data to demonstrate student learning.

2. When utilizing vendor assessments to construct the HQSD, all related teaching, student, and other educational materials shall be purchased by the District and all affected staff shall be trained on utilization of the assessment program.

L. STANDING COMMITTEE FOR EVALUATION AND HIGH-QUALITY STUDENT DATA

1. The Association and the Board agree to maintain a Standing Joint Committee for Evaluation and HQSD (“Evaluation Committee”) for the purpose of developing and recommending to the Negotiation Teams revisions to the District’s Standards-Based Teacher and School Counselors Evaluation Systems, and assessing, reviewing, and approving the HQSD to be used in the District. The Committee will provide professional development in the area of HQSD.
2. The Committee will consist of up to four (4) administrators appointed by the Superintendent and up to four (4) MBUs appointed by the CEA President. Committee members will be regarded as “experts in the field” and shall be representative of elementary, secondary and specialty areas.
3. The Committee shall be chaired jointly by a member of the CEA and an administrator.
4. Committee decisions shall be achieved by consensus.
5. The MBU shall select the HQSD to be used in the full evaluation cycle from a list prepared by the Committee. No later than September 20 the MBU must notify the evaluator of the HQSD selected. The HQSD will meet the following criteria:
  - a. Align to learning standards;
  - b. Measure what is intended to be measured;
  - c. Be attributable to a specific teacher for course(s) and grade level(s) taught;
  - d. Demonstrate evidence of student learning (achievement and/or growth);
  - e. Follow protocols for administration and scoring;
  - f. Provide trustworthy results; and
  - g. Do not offend and are not driven by bias.
6. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
7. At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

8. The Committee shall be authorized to utilize educational consultants as the Committee deems it appropriate. The cost, if any, shall be borne by the Board.
9. The Committee work will take place during released time during the school day or paid outside of school hours.
10. Members of the Evaluation Committee will be provided training on an annual basis concerning OTES and HQSD, as agreed within the Committee. This training will be held during work hours, unless mutually agreed upon by the Committee.

M. Due Process

1. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and applicable provisions of this Agreement.
2. A MBU shall be entitled to Association representation at any conference held during this procedure.
3. The parties agree that this Article, O.R.C. 3319.11 and O.R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. MBUs may file a grievance alleging violations of the preceding contractual provisions and O.R.C. 3319.11 and O.R.C. 3319.111. If a MBU files such a grievance, however, the MBU may not utilize the appeal procedures set forth in O.R.C. 3319.11.

SECTION 2 – SCHOOL COUNSELORS

The District will use the Ohio School Counselor Evaluation System (OSCES) to evaluate school counselors utilizing ODE’s OSCES rubric and forms and follow the relevant/applicable timelines, processes, and procedures related to the OTES (see Article IX- Section 1 above) in completing the evaluations. The rubric and evaluation instruments will be available on Google drive and in an appendix to this CBA.

School counselors who were rated Skilled in their most recent evaluation will be formally evaluated every two (2) years, provided the evaluator determines the school counselor is making progress on his/her Professional Growth Plan. School counselors who were rated Accomplished in their most recent evaluation will be formally evaluated every three (3) years, provided the evaluator determines the school counselor is making progress on his/her Professional Growth Plan.

SECTION 3 – NON-OTES/NON-OSCES EVALUATION

A. Definitions

1. Evaluation – An evaluation is the formal written composite appraisal made by the evaluator of the work performance of a MBU.

2. Observation – An observation is a formal visitation in a MBU's classroom or job site by the evaluator.
  3. Conference – A conference is a formal or informal meeting between a MBU and evaluator to discuss an observation and/or an evaluation.
- B. All employees not included in the OTES/OSCES evaluation model shall be evaluated with the appropriate form attached in an appendix. These MBUs also will follow Section F. 5. above to determine whether the MBU is subject to a full cycle or off cycle year.
1. The Board shall not evaluate any MBU who has submitted a notice of retirement that is accepted by the Board by December 1 of the school year the MBU was scheduled to be evaluated.
  2. The Board shall not evaluate any MBU who has or will be on Board-approved leave for fifty percent (50%) or more of the school year.
  3. No later than September 15 of each year, or within fifteen (15) workdays of the MBU starting work, if the MBU is hired after September 15, the MBU will be given the name of their evaluator.
  4. The Board will follow sections D., E., F., and H. above for evaluation of Non-OTES MBU's, except that the evaluator shall be the MBU's immediate supervisor.
  5. Evaluation Reports - The final evaluation shall be written on the Board-approved forms found in an appendix to this CBA. The forms and the MBU's job description will be mutually developed by the Association and Superintendent or designee. MBUs will be provided with evaluation forms and job descriptions upon employment and whenever revised.
- C. Rebuttal / Written Comments

Space shall be provided on the evaluation form for MBU's rebuttal and/or written comments. A copy signed by both the MBU and principal shall be given to the MBU. A MBU's signature does not necessarily signify agreement with the evaluation. An evaluator's signature does not signify agreement with the rebuttal.

#### SECTION 4 – CONTINUING CONTRACT

MBUs eligible for a continuing contract shall have a full evaluation cycle in the year of eligibility unless in an off-cycle year. The first observation shall be completed prior to December 1, and the complete cycle shall be completed prior to May 1. MBUs in an off-cycle year will have one (1) scheduled observation and one post-conference which shall be completed prior to April 1. MBUs shall notify in writing their principals by November 15 of the school year in which they are eligible for and seeking to be considered for a continuing contract. This early notification allows the administrators to do the above-mentioned observations at the appropriate

times.

A MBU has the right to withdraw the request for continuing contract at any time prior to the May Board of Education meeting without adverse consequences.

#### SECTION 5 – DUE PROCESS AND NON-RENEWAL OF CONTRACT

A. The parties agree that Article VIII, of this Contract, Ohio R.C. §§ 3319.11 and 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. MBUs shall be permitted to litigate for violations of Ohio R.C. §§ 3319.11 and 3319.111 or will be permitted to file a grievance alleging contract and statutory violations, but not both.

B. Compliance

The Board shall evaluate in compliance with this evaluation procedure in any school year in which the Board may wish to declare its intention not to reemploy a MBU. MBUs under consideration for non-renewal shall be notified no later than January 30 and shall be entitled to three (3) formal observations during the school year with each including a pre and post conference.

### **X. TEACHING CONDITIONS**

MBUs employed under regular teaching contracts to perform regular duties shall be governed by the following working conditions:

A. PLANNING PERIOD

MBUs may use their planning period(s) for preparation, conferences, professional studies, and activities. No students shall be assigned on a regular basis to a MBU during his/her preparation time. MBUs' concerns about planning time may be resolved through the Association-Management committee process in lieu of a grievance. Use of the committee process is voluntary. If the Association-Management committee process is unsuccessful in resolving the issue, the grievance timeline will commence the day following the committee meeting.

Elementary MBUs shall be scheduled for a minimum of forty (40) continuous minutes of planning time during each student day. Each elementary MBU shall have a minimum of two hundred (200) minutes planning time per week, inclusive and exclusive of the student day.

Middle school and high school MBUs shall be scheduled for one (1) class period of planning time during the student day. In no case will planning time be less than forty (40) continuous minutes per school day.

B. EXTRA MEETINGS/DUTIES

1. MBUs who are required to attend IEP, IAT and/or 504 meetings that occur outside the MBU workday will be compensated at the Extended Educational

Program Service ("EEPS") rate at \$36.00 (thirty-six dollars) per hour, rounded to the next quarter hour.

2. MBUs who perform student supervisory duties as assigned by an administrator (e.g., detention duty, bus duty, etc.) before or after the MBU workday will be compensated at the EEPS rate at \$36.00 (thirty-six dollars) per hour, rounded to the next quarter hour.
3. Staff Meetings and OIP (i.e., DLT, BLT, TBT meetings, etc.) will only be scheduled during regular contract days, excluding records days. These meeting days shall be full release days for students and will be limited to one (1) day per month during the school year up to nine (9) days per school year. For these days, MBUs shall post student work on Google Classroom or provide students with a "blizzard bag" for the day. Staff Meetings may also serve as professional development time to be determined by the building administrator.

C. DISCIPLINE OF PUPILS

MBUs are responsible for assisting the administration in maintaining discipline of pupils.

D. LUNCH

Each MBU shall be guaranteed a thirty (30) minute, uninterrupted duty-free lunch period each school day.

E. DRUG-FREE WORKPLACE

Drug-free workplace procedures as established by federal law will be followed in accordance with terms and conditions of this CBA.

## **XI. REDUCTION IN FORCE**

In the event that a reduction in the number of MBUs becomes necessary for the following school year due to: inadequate funds necessary to maintain the current level of staffing as indicated on the June 30th Five-Year Forecast line 1.070, "Total Revenues," projected for the year of the proposed reduction are less than the previous year; a loss of Title I revenue; and/or other reasons provided by statute (O.R.C. Section 3319.17), a reduction in force ("RIF") will occur in accordance with the provisions of O.R.C. Section 3319.17 and the non-conflicting provisions of this CBA.

A. CONTRACT SUSPENSION

In making the reduction, the Board shall suspend contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen by the following procedures:

1. All MBUs will be placed on a seniority list for each teaching field for which

they are properly certificated/licensed. MBUs serving under continuing contracts will be placed at the top of the list, in descending order of seniority. MBUs serving under limited. contracts will be placed on the list below continuing contract MBUs, also in descending order of seniority.

2. Seniority shall accrue at the same rate regardless of whether the MBU is working in a part-time or full-time position. Seniority shall be determined by the length of continuous service as determined by the date of the Board meeting at which the MBU was hired, and then by:
  - a. Total years of teaching experience at Cardinal; and then by
  - b. Total years of teaching service credit.
  - c. The date the teacher signed the letter of intent, then time stamp.

A substitute who becomes a MBU during the school year because he/she served in a single teaching assignment for a period of more than 60 days in a single school year and ends the school year as a MBU, and then is hired by the Board for the following school year in a limited contract teaching position, shall have his/her seniority date commence when he/she originally became a MBU.

3. Recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list in the MBU's area(s) of certification/licensure for all MBUs deemed comparable on their performance evaluations. Prior to the action by the Board to suspend contracts, the following steps will be taken:
  - a. At least forty-five (45) calendar days before the Board votes on the action, the Superintendent will meet with and notify the Association President of the Board's intent to effect a reduction in force through suspension of contracts and explain the need for a RIF.
  - b. The Superintendent will provide to the Association a list of positions to be eliminated and a list of MBUs that will be affected by the RIF.
  - c. The number of persons affected by a reduction in force will be kept to a minimum or avoided by not employing replacements insofar as practicable for employees who retire or resign, or whose limited contracts are not renewed. However, attrition may not be sufficient to avoid a RIF in its entirety.
  - d. At least forty (40) calendar days before the Board votes on the action, the Board shall notify all MBUs in writing of its intent to effect a reduction in force through suspension of contracts.
  - e. A MBU whose contract is being suspended through a RIF will be given written notification at least thirty (30) days prior to the Board action in June. The written notification shall state the reason(s) for



the reduction and reason(s) for the selection of said teacher.

Notification shall be given at the end of the student day. The personnel records and all future references of those employees laid-off pursuant to this Article shall clearly indicate that such was due to a reduction-in-force and not due to unsatisfactory performance.

4. When conducting a Reduction in Force, the Board may proceed to suspend contracts in accordance with the recommendations of the Superintendent. In making his/her recommendations, the Superintendent must first reduce MBUs on limited contracts and then MBUs on continuing contracts.
  - a. Limited contract MBUs shall be reduced first utilizing the following order:
    - i. Certification/Licensure within the affected teaching field.
    - ii. Comparable evaluations as defined below.
    - iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior limited contract MBU in the affected teaching field being the first to be suspended.
  - b. Should the necessary reduction of MBU positions exceed the number of limited contract MBUs in the affected teaching field, continuing contract MBUs shall be reduced utilizing the following order:
    - i. Certification/Licensure within the affected teaching field.
    - ii. Comparable evaluations as defined below.
    - iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior continuing contract MBU in the affected teaching field being the first to be suspended.

## B. COMPARABLE EVALUATIONS

Suspension of MBUs, and recall of eligible MBUs whose contracts have been suspended pursuant to a RIF, will not be based upon seniority, except in circumstances when choosing between OTES MBUs with "comparable evaluations" or non-OTES MBUs. The application of the term "comparable" as applied to teacher evaluations shall be based on the following:

1. Comparable evaluation shall be defined as follows:
  - a. All Ineffective OTES-rated MBUs will be considered "comparable" to each other.
  - b. All Developing OTES-rated MBUs will be considered "comparable" to each other.
  - c. All Skilled and Accomplished OTES-rated MBUs will be considered

"comparable" to each other.

2. In order to reduce the least senior MBUs within licensure/certification areas, involuntary transfer and/or bumping procedures must be used. Bumping shall be defined as a MBU with more District seniority taking the position of a MBU with less District seniority. A MBU may bump when s/he otherwise loses his/her position due to a reduction in force. A MBU may only bump into areas in which s/he is licensed/certified.

#### C. CONSOLIDATION OR MERGER

Current MBUs, at the time of a consolidation or merger, for the purpose of a reduction in force, shall have greater seniority than the employees acquired by said consolidation or merger.

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

1. The Board shall give ten (10) days written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association reserves the right to designate counsel to represent and defend the Board;
3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the reduction in force provision of this CBA; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies said provision herein.

#### D. RECALL

MBUs whose limited contracts are suspended shall have their names placed on a recall list for up to thirty-six (36) months from the time of the reduction. MBUs whose continuing contracts are suspended shall have their names placed on a recall list until they are recalled to a position. MBUs on the recall list will have the following rights and protections:

1. No new MBUs will be employed by the Board while there are MBUs on the recall list who are certificated/licensed for the position in question.
2. A MBU on the recall list shall be offered a place on the substitute teacher list.

3. A MBU whose name appears on the recall list shall be offered reemployment to a position for which he/she is certificated/licensed whenever a vacancy for a school semester or more occurs through retirement, resignation, death, termination of contract, creation of position, or Board-approved unpaid leave of absence.
4. If a MBU on the recall list accepts employment for a full school year with another school district, the MBU shall notify the Superintendent immediately and will be removed from the recall list.
5. A MBU removed from the recall list, except by recall to employment, must make application for employment in accordance with established procedure if he/she desires to be considered for future employment by the Board.
6. A MBU on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave and salary schedule placement as the MBU would have received in the year following the suspension of contract.
7. The recall list shall be made available to each building principal and the Association President simultaneously and posted in each school building.
8. Seniority shall not be a factor in recalling any MBUs unless the decision is between MBUs with comparable evaluations or non-OTES MBUs. When selecting among MBUs with comparable evaluations, MBUs on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. MBUs on the recall list with continuing contracts shall be recalled before those with limited contracts.
9. If a vacancy occurs, the Board shall send certified mail of the offer of reemployment to the last address on file in the Board Treasurer's office. If a MBU fails to accept the offer of reemployment within fifteen (15) calendar days or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or during a school year, from the date said offer is delivered at the address on file for the MBU, the MBU shall be considered to have rejected the offer and shall be removed from the recall list.
10. A MBU whose contract is suspended shall be placed on a recall list stating years of continuous service in the District, subject(s) and/or grade levels certified/licensed to teach, and type of areas of eligibility on the recall list. Additional certificates/licenses must be filed in the Superintendent's office as acquired. A teacher on the recall list shall be offered a contract for vacancies as they occur, for which he/she is certified/licensed.  
  
Acceptance or rejection of a lesser position offered by the District (i.e., less hours, non-teaching, any substitute position, etc.) will not result in the teacher being removed from the recall list.

#### E. REPLACEMENTS

The number of MBUs affected by a reduction in force will be kept to a minimum

by not employing replacements for MBUs who resign or retire, as is possible.

F. O.R.C. 3319.11 AND O.R.C. 3319.111

Limited contract MBUs whose contracts are not renewed in accordance with the applicable provisions of this CBA shall not be placed on the recall list.

## **XII. ASSOCIATION RIGHTS**

A. PAYROLL DEDUCTIONS

1. The Board will provide MBUs with the following payroll deduction options:

- a. Geauga Credit Union
- b. Annuities (as per Board policy)
- c. Association Dues
- d. Disability insurance
- e. Cancer Insurance
- f. Additional Life Insurance with Board carrier
- g. Fund for Children and Public Education (FCPE)
- h. U.S. Savings Bonds (if available)

2. Authorization for payroll deductions will be made on proper Board-approved forms as submitted.

3. Deductions Spread Over a Specified Period:

- a. Deductions for Annuities and Credit Union shall be made in equal amounts over twenty-four (24) pays.
- b. Deductions for C.E.A. Dues and FCPE shall be made in equal amounts over twenty (20) pays.
- c. Deductions for Disability, Cancer and Life insurance shall be made in equal amounts over twelve (12) pays.

4. The membership year runs from September 1 through August 31 and is continuous from year-to-year unless dropped according to the negotiated procedure. A MBU must notify the CEA and the Board in writing between August 1 and 31 to cancel his/her membership in the Association.

B. DIRECT DEPOSIT

Automatic electronic deposit will be mandatory for all MBUs. Funds shall be available by 8:00 a.m. on the pay date. The Board will provide via e-mail a summary of each employee's direct deposit. If in the process the Board is in error, the Board will assume any bank-related charges; if the employee is in error, the employee will be responsible for any bank-related charges.

C. MAIL

The Association and any of its committees shall be entitled to use the intra- and inter-school mails and MBUs' mailboxes for reasonable distribution of Association and Board material.

D. USE OF SCHOOL FACILITIES

The Association and any of its committees shall be entitled to use school facilities and-equipment when such facilities and/or equipment shall be used for Association business only. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty, the building may be utilized without cost to the Association.

E. BULLETIN BOARDS

The building principal shall designate bulletin board space in each building for the general use of the Association. The bulletin board space shall be located in an area readily accessible to and normally frequented by MBUs.

F. OPENING DAY MEETING AND ORIENTATION OF NEWLY HIRED MBUs

1. Association Meeting Time during Opening Day.
  - a. During the Opening Day of each school year, the Association will be provided adequate time (not less than sixty (60) uninterrupted minutes) to conduct a meeting with its members.
  - b. All non-bargaining unit members shall excuse themselves during this portion of the orientation meeting.
2. Newly Hired MBU Orientation Meeting.
  - a. The Board shall conduct a new bargaining unit member orientation for all newly hired bargaining unit members on the business day immediately before the first teacher workday of each school year, except when no new bargaining unit members are commencing employment at the start of a school year.
  - b. The Board shall conduct a new bargaining unit member orientation during the school year for any bargaining unit members hired after the start of the school year. Any Association representative requested by the Association to be present for this portion of an orientation meeting occurring during the school year shall be released from other duties to participate without loss of pay.
  - c. During orientation meetings for newly hired MBUs, the Association President and the CEA executive committee will be provided with adequate time (not less than sixty (60) uninterrupted minutes) to

meet with all newly hired MBUs and to distribute information to the newly hired MBUs. All non-bargaining unit members shall excuse themselves during this portion of the orientation meeting.

- d. Newly hired MBUs shall be paid the substitute teacher daily rate for attending the orientation meeting if it occurs outside of the regular teacher work year. All other MBUs attending an orientation meeting for newly hired MBUs shall not receive any additional compensation.
- e. The Board shall provide advance written notice to the Association President at least ten (10) calendar days before any orientation meeting for newly hired MBUs. This notice shall include the date, time, and location of the orientation meeting.

#### G. COMMUNICATION AND VISITATIONS WITH MBU(s)

- 1. The Association shall be permitted to make announcements at general staff meetings, building meetings, and District meetings at the end of such meetings and use available public-address system for Association announcements subject to applicable building procedures.
- 2. The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Employer's mail and email system distribution systems. Administrators are not permitted to be members of MBU e-mail groups (including but not limited to building teacher groups and the CEA group).
- 3. Duly authorized representatives of the Association and its affiliates may transact Association business on the employer's property any time before and after the regular workday and during members' lunch times.
- 4. The Association President (or designee) shall, with the building principal's approval, be allowed to visit schools to investigate working conditions, MBUs' complaints, or problems during off-duty time in non-work areas. Discussions will not occur in the classroom when students are present.

#### H. INFORMATION

The Board agrees to furnish, upon reasonable request, copies to the Association President of available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated/licensed personnel; amended certificate(s), SF-3, budgets, monthly financial statement, census, and membership data. Board agendas and approved minutes shall be sent to the Association President in the same manner they are provided the Board members.

The Association, will upon request, be provided with the names and addresses of all new MBUs by September 1 and all retiring MBUs as soon as such information is available, unless the retiring MBU requests such information be kept

confidential.

The District shall provide the following bargaining unit member information in an electronic format to the Association President no later than September 30<sup>th</sup> of each school year with regular updates as changes occur:

- Name
- Home address
- All phone numbers provided to the District
- Work email address
- Work site
- Grade level and/or assignment
- Date of hire
- Seniority date
- Full time equivalent (FTE) status
- Employment status (e.g. limited contract, continuing contract)
- Type of credential (e.g. provisional, professional, permanent)

The Association shall receive by October 1 of each year a seniority roster of all MBUs. This list shall include each MBU's name, length of service in the District, current position, and all areas of certification/licensure. The list shall be arranged with continuing contracts listed first in order of District seniority with limited contracts following in like order. The Association shall receive an updated listing as personnel are added or removed from the list.

I. BOARD AGENDAS

Agendas will be available electronically.

J. COPIES OF THE CBA

The Board will make an electronic version of the CBA available to MBUs on a secure site.

K. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Cardinal Local Professional Development Committee ("LPDC") will operate in accordance with Ohio law and regulations of the Ohio Department of Education. The Committee shall develop and appropriately revise "Standards and Bylaws" that shall not supersede the CBA and/or Board policy.

The LPDC will consist of five (5) members. Three (3) members will be assigned by the Association and two (2) members will be assigned by the Superintendent (at least one of whom must be a building principal). The method of selection will be determined by each responsible party. At the request of an administrator or the Board Treasurer, when an administrator's Professional Development Plan is being considered, two of the members assigned by the Association shall refrain from voting.

Compensation - Members will receive an annual stipend of four hundred fifty dollars (\$450.00) and the Recorder/Clerk will receive nine hundred dollars (\$900.00)

annually. A member will be paid twenty dollars (\$20.00) per hour for each hour of LPDC service beyond twenty-six and one-half (26-1/2) hours in a school year. A Recorder/Clerk will be paid for additional hours beyond fifty-three (53) hours in a given school year. The annual budget for operation of the LPDC will be five thousand dollars (\$5,000.00).

L. NATIONAL BOARD/MASTER TEACHER

MBUs who receive National Board Certification shall receive a one (1) time stipend of \$1,000.00 in the year in which they receive the Certification. MBUs who receive Master Teacher Designation shall receive a one (1) time stipend of \$500 in the year in which they are granted such designation.

**XIII. LEAVES OF ABSENCE**

A. SICK LEAVE

All MBUs under contractual status are granted one and one-half (1.50) days of sick leave per month. Unused sick leave can accumulate without limit.

According to the provisions of this contract, the following are acceptable uses of sick leave:

1. Personal illness or injury.
2. Illness, injury or death to an employee's immediate family member.
3. Pregnancy of the employee including leave taken during the six (6) weeks following the birth of the child.

Sick leave benefits cannot be used in cases where the MBU's absence is covered by other leaves of absence.

"Immediate family" for illness is defined as anyone living under the roof of the MBU, and spouse, parent, and children if not under same roof.

A MBU with perfect attendance (no sick or personal days used) will be paid A perfect attendance bonus of up to \$750 each work year as follows:

Month with Perfect Attendance	Bonus Amount
August	\$50
September	\$75
October	\$75
November	\$75
December	\$50
January	\$75
February	\$75
March	\$75
April	\$75
May	\$125



This one-time payment shall be made to qualifying MBUs by June 30<sup>th</sup>. A MBU's approved use of leave under the Family & Medical Leave Act, even when used in concurrence with paid sick leave, will not count as an absence for the purposes of this provision.

B. FUNERAL LEAVE

Up to three days are allowable for funeral leave in the event of the death of an immediate family member as defined in Article XIII., A., parent substitute, legal guardian, significant other (non-spouse), grandparent, grandchild, in-law, or sibling.

Sick leave days may be used beyond the three (3) allowable funeral leave days in the case of an immediate family member as defined in Article XIII., A.

One (1) day of funeral leave which can be used in 0.25-day increments for the purpose of attending the funeral/services of extended family (i.e., aunts, uncles, cousins).

C. JURY DUTY LEAVE

A MBU reports absence accordingly and shall retain all compensation and expenses received for serving as a juror.

D. SUBPOENAED WITNESS LEAVE

An employee absence card and a subpoenaed witness pay voucher must be turned in for the MBU to receive pay for days as a subpoenaed witness.

E. PERSONAL LEAVE

Personal leave shall be granted to all MBUs. MBUs may take up to five (5) days of personal leave each year in 0.25 day increments.

Personal leave may not be used for recreation, shopping trips, or vacation (except as authorized by the Superintendent for unique circumstances). Personal leave may be used for personal business that cannot be conducted outside of regular work hours. Personal leave shall not be used on days immediately before or after a vacation or holiday nor during the first day or last day of the teacher year or students' year with the exception of:

- a. Graduation of spouse and children/awards.
- b. Funerals not covered by funeral leave.
- c. Mandatory court appearances.
- d. Weddings.
- e. Other as approved by the Superintendent (approval shall not be unreasonably withheld).

Unused personal days will convert to the MBU's sick leave account at the end of each school year.

Any MBU planning to use personal leave should provide his/her immediate supervisor with three days' notice for regular usage of personal leave. In emergency situations a call or email to the building administrator will initiate procedures.

#### F. ASSAULT LEAVE

1. Assault leave will be granted to any MBU who is absent due to a physical disability resulting from an assault that occurs while the MBU is fulfilling the duties required in his/her contract with the Board. The MBU will be maintained on full school pay status during the period of such disability, or a maximum of fifty (50) school days per incident. The Superintendent may grant a maximum of three (3) school days for emotional distress per incident.
2. Assault leave will not be charged against sick leave earned or earnable or other such leave.
3. The Board requires a MBU requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the secretary in the building where the MBU is assigned.
4. An assaulted MBU will immediately apply for workers' compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
5. In case of physical disability when medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Any excess cost of any medical examination shall be borne by the Board.
6. In order to qualify for assault leave, the assaulted MBU must file charges with the police, submit a detailed statement of the assault, and agree to be available to participate in any proceedings necessary for the Board to take appropriate action to discipline the assaulter.
7. If a student(s) was responsible for the assault leave, upon request of the MBU, there shall be a meeting with the MBU, student(s), parents and principal before the MBU and student(s) resume activities in the classroom. The purpose of the meeting shall be to emphasize to the student(s) the need for proper behavior in the class and in the school.

#### G. PROFESSIONAL LEAVE

A MBU may be granted up to five (5) days leave with pay for attendance at approved meetings or conferences for improving instructional abilities of the staff member. Such leave may only be approved if there are sufficient funds to cover the costs associated with the leave in the applicable fund - curricular programs are funded through the District's general professional development account, and extracurricular programs, including those related to athletics, are funded through the District's athletic account.

Request - A request for professional leave to attend a conference or meeting shall be submitted in writing to the MBU's immediate supervisor who shall recommend approval or rejection of the request, and forward it to the Superintendent. All requests for professional leave should be submitted four (4) weeks in advance when possible and at least one (1) week prior to the event. The Superintendent's decision shall be final. A MBU shall not have professional leave deducted for attendance at a meeting at an administrator's request.

#### H. SABBATICAL LEAVE

MBUs may be granted an unpaid leave of absence for professional study or travel. A program of study in a recognized college or university and/or travel itinerary shall be submitted to the Superintendent. Upon recommendation of the Superintendent, the Board may grant the sabbatical leave. All sabbatical leaves shall be without pay. Such professional improvement may encompass one (1) full academic year. While on sabbatical leave, a MBU can maintain insurance by paying the premium for such coverage. To qualify, personnel must have completed five (5) years of service to the District.

No more than three percent (3%) of the staff may be on sabbatical leave at one time. MBUs returning from sabbatical leave shall be returned to the same seniority status held prior to such leave. Persons replacing them shall have no claim to continued employment in the District upon return of the MBU on a sabbatical leave. A MBU on sabbatical leave must notify the Superintendent in writing on or before April 1 of the year of the sabbatical of his/her intention to return or not return to his/her position. This decision is binding on the MBU.

#### I. PREGNANCY LEAVE

1. Upon her request, any pregnant MBU may be granted an unpaid leave of absence for the remainder of the school year in which it is granted plus an additional school year if requested by the MBU. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.
2. The MBU will supply the Board, upon its request, a statement from her physician indicating that she can fulfill the contractual duties upon return.
3. A MBU returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this CBA.
4. Persons replacing the MBU shall have no claim to continued employment in the District upon return of the MBU on pregnancy leave. A MBU on leave must notify the Superintendent in writing on or before April 1 of the year of the leave of her intention to return or not to return to her position. This decision is binding on the MBU.
5. While on such leave, a MBU can maintain insurance by paying the premium for such coverage.

J. PARENTAL LEAVE

1. A MBU who becomes the parent of a newborn or an adopted or foster child may be granted an unpaid leave of absence for a period of one (1) year from the date of birth or the date of placement in the case of adoption or foster.
2. A MBU returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this CBA.
3. Persons replacing the MBU shall have no claim to continued employment in the District upon return of the MBU on parental leave. A MBU on leave must notify the Superintendent in writing on or before April 1 of the year of the leave of the intention to return or not to return to the position. This decision is binding on the MBU.
4. While on such leave, a MBU can maintain insurance by paying the premium for such coverage.
5. Parental/Pregnancy  
A MBU may use thirty (30) accumulated sick days from the birth of the baby plus up to thirty (30) accumulated additional sick days for a total of sixty (60) consecutively paid days. The non-birth parent may use thirty (30) days of sick leave from the date of birth or the last day of the birth parent's leave. Adoptive and foster parents may utilize up to thirty (30) days of leave from the date of placement. Days from the sick leave bank cannot be used for pregnancy/parental leave.

K. ASSOCIATION LEAVE

The Association is granted up to six (6) days of leave per school year for Association business. Four (4) additional days may be granted after discussion with administration and an additional three (3) days per year for the Association President. The cost of the substitute for the President's leave will be reimbursed to the Board by the Association at the current substitute per diem pay rate. Association leave is to be used by officers, delegates, or appointees of the President. The use of such leave is to be determined by the Association President. For any use of Association Leave, the Association must notify the individual's immediate supervisor one (1) week or at least twenty-four (24) hours in advance. Upon request and at no cost to the District, the Superintendent may approve additional leave for anyone elected or appointed to OEA regional, districtor state office, and/or NEA national office.

L. FAMILY AND MEDICAL LEAVE

1. MBUs shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor.
2. For purposes of this section, "12 month period" is defined as "the 12 month

period measured forward from the date the MBU's first FMLA leave begins" (i.e., the leave year is specific to each MBU).

3. Eligible MBUs are entitled to 12/26 weeks of leave (as applicable to the type of leave) during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.
4. FMLA does not apply to routine illnesses but rather must be used for a serious health condition of an eligible MBU or his/her immediate family, for the birth or care of a newborn child or care of a recently adopted child, and for other reasons covered by FMLA.
5. Approved FMLA leave runs concurrently with the MBU's use of paid sick leave.
6. MBUs must provide sufficient information for the Superintendent or his/her designee to determine the applicability of FMLA leave.

M. SICK LEAVE ASSISTANCE

In the event of a serious illness where an employee will exhaust sick leave in a given school year, other employees may donate up to three (3) sick leave days in whole day increments from their respective accumulated days to be made available to the employee affected by the illness. The total number of days to be donated is limited to thirty (30) days per instance of need.

## **XIV. INSURANCE AND OTHER PROGRAMS**

A. INSURANCE

The Board and the Association agree that the Board can fully meet its obligations to provide health care benefits and services under this CBA by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

1. In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.
2. Employees may not be paid cash in lieu of insurance benefits.
3. Coverage: See Plan Booklet for COG adopted coverage information.
4. Medical  
The Board will pay 85% of the premium for medical and prescription coverage and the MBU will pay 15% of the premium for full-time employees, with a cap of \$215 for family and \$95 for a single.
5. Preferred Provider - Doctors / Hospitals

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

6. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

7. Life Insurance

The Board shall provide term life insurance and accidental death and dismemberment coverage in the amount of forty thousand dollars (\$40,000.00) for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board-paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

8. Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

9. Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses, and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

10. Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

11. Spousal Coverage:

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

B. HEPATITIS B VACCINE

Annually the Board will make available Hepatitis B vaccinations through the County Health Department or other provider of the Board's choice at a Geauga County location of the Board's choice. The cost of the vaccination will be paid by the Board.

C. SEVERANCE PAY

Upon a MBU retiring from the District and having also made application for retirement benefits through the State Teachers Retirement System (STRS), the MBU will submit in writing such intentions to the Board Treasurer.

The MBU shall provide a written resignation and evidence of applying for State retirement at the termination of employment and when the MBU has received full compensation and all benefits due him/her from the Board with no further obligation on the part of the Board, the MBU shall receive severance pay as stipulated herein:

1. Accumulated sick leave is to be used for calculating severance pay. Only sick leave accumulated while employed in a public school system in Ohio will be considered for calculation purposes.
2. When severance pay is issued, all accumulated sick leave is terminated and reduced to zero (0).
3. A MBU shall only receive severance pay once, and shall be a MBU of the District immediately before retirement.

4. Five (5) years of public school service is mandatory before a MBU is eligible for severance payment.
5. The formula for the calculation for severance pay will be adjusted to the following: one-fourth (1/4) of the unused accumulated sick leave at the per diem rate during the final year of employment to a maximum of one hundred (100) days.
6. Any MBU, eligible for retirement, who dies during the term of this CBA or prior to receiving severance pay will have said severance benefits paid to his/her estate.
7. Early Retirement Bonus  
Any eligible MBU who notifies the superintendent in writing (paper/email) by the last day of the first semester that he/she is retiring that school year, will receive \$1,500.00 (separate check) retirement bonus payable the first payroll date in July.

D. MILEAGE REIMBURSEMENT

The Board agrees to reimburse MBUs for travel at the current Internal Revenue Service amount per mile. The MBU must submit a reimbursement form to the Board Treasurer to receive the reimbursement. Forms are available at the central office.

E. ECONOMIC CONDITIONS

Should State of Ohio funding become so inadequate as to prohibit the Board from meeting either the terms and/or spirit of this Agreement, the Board agrees to confer with the Association to try to mutually resolve the problem.

F. PAYROLL SCHEDULE (ATTACHED)

MBUs will be paid on a biweekly basis with the first pay of each school year in September. No voluntary deductions will be taken out the third pay in the months in which there are three (3) pay periods.

As specified in Article XI, Paragraph B, the Board will send pay summaries to MBUs via e-mail.

G. BOARD SHELTERING OF MBUs' RETIREMENT CONTRIBUTION

1. The Board shall implement the "pickup" of the teacher-required contribution to the State Teachers' Retirement System (STRS) and with the Board having agreed to do so, the Board Treasurer is hereby authorized, effective with the first payroll payment following the effective date of this CBA, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each MBU's contribution to STRS in lieu of payment by such MBU, and that such amount contributed by the Board on behalf of the MBU shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such MBU in cash.



2. The Board Treasurer will prepare and distribute an addendum to each MBU's contract that states: (1) that the MBU's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the MBU; (2) that the Board will contribute to STRS an amount equal to the MBU's required contribution to STRS for the account of each MBU; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the MBU's restated salary.
3. The Board's total combined expenditures for MBUs' total contract salaries payable pursuant hereto (including "pick-up" amounts) and its Board contributions to STRS shall not be greater than the amount it would have paid for those items had this Section not been in effect. The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a MBU's gross income said MBU's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a MBU's gross income said MBU's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
4. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.

## **XV. SALARY**

The salary schedule will be increased by two percent (2%) each year of the contract. As such, the base shall be \$34,639 for 2023-2024, \$35,332 for 2024-2025, \$36,039 for 2025-2026, Bachelor's Degree with no experience, as per attached index. The salary schedule will be updated to reflect this increase and attached to the CBA as an appendix and replace the salary schedule for 2022-2023 contract year.

If the District elects to hire one or more Building Substitutes, Building Substitutes shall be placed at the appropriate education column and Step 0 on the salary schedule in the first year as a Building Substitute. The Building Substitute shall advance each year on the schedule up to Step 3. Building Substitutes shall receive full benefits as of the first day of the calendar month after commencing employment with the District. Building Substitutes will be placed on one-year special limited contracts that automatically non-renew and that waive all rights to any evaluation or automatic renewal.

After a person has been employed as a Regular Substitute in the District in the

same assignment for a period of sixty (60) school days, he or she shall be placed on the salary schedule then in effect in the "BA" lane at Step 0 and may be employed as a Long-Term Substitute from year to year, as needed, at in the "BA" lane at Step 0.

This CBA will continue until the effective date of its successor CBA or August 31, 2026, whichever comes first except as provided above.

NOTES:

A MBU must be properly certified or licensed teacher at his/her position or is working toward completion of coursework, workshops, and/or seminars toward becoming properly certified or licensed in his/her current position to advance on the salary schedule. Course work taken for advancement on the salary schedule after September 1, 1993, must be at the graduate level and in a field related to education, unless the Superintendent authorizes undergraduate coursework necessary for the MBU to be properly certified or licensed.

Certified copies of transcripts of all credits and degrees must be on file in the Superintendent's office to qualify one's position on the salary schedule. Adjustments due to graduate course completion will be made prospectively in September and February of each year. A MBU may only move once in any given school year.

## **XVI. SUPPLEMENTAL CONTRACTS**

A. INTRODUCTION:

Supplemental contracts assign specific duties, compensation, and duration. Upon completion of said duties, the contract will be paid in full. In the case of those duties that extend throughout the school year, two payments shall be made - one the first pay in December and one at the completion of duties. Supplemental contracts are not contracts of employment, and, therefore, the automatic renewal provisions of O.R.C. 3319.11 do not apply (i.e., all supplemental contracts shall be automatically non-renewed at the conclusion of each school year without need for further notice from or action by the Board). Persons interested in holding a supplemental contract(s) must submit a letter of interest annually in May to the Superintendent for the following year.

B. CO-CURRICULAR:

The co-curricular positions and index as per the attached schedule. \*Camp positions will be posted only if there is a camp program.

Provided there is sufficient student interest and the program exists, Student Clubs will be posted along with a planned schedule of events.

Academic Challenge	0.020
Academic Coach (2)	0.025
Middle School Yearbook	0.030
High School Yearbook	0.065
Athletic Director- High School	0.210
Athletic Director – Middle School	0.080
Faculty Manager (Athletics)	0.120
Annual Advisor	0.050
AFS	0.020
Building Technology Coordinator	0.060
*Camp Nurse	0.020
Chess Club	0.020
Class Advisor – Senior	0.075
Class Advisor – Junior	0.075
Class Advisor – Sophomore	0.045
Class Advisor- Freshman	0.045
Fall Play Dir.	0.075
Fall Play Asst. Dir.	0.020
Elementary Music Programs (1)	0.030
Elementary Student Council	0.020
Foreign Language Club	0.020
F.T.A.	0.020
Key Club - High School	0.020
Key Club (Middle School Builder'sClub)	0.020
Mentor Teacher	0.040
Musical Assistants (2)	0.020
Musical Asst. Dir.	0.040
N.H.S.	0.030
Newspaper – Middle School	0.030
Academic Team Coach	0.050
Speech & Debate Team	0.050
Student Council Advisor - HighSchool	0.050
Student Council Advisor - MiddleSchool	0.030
Teacher Leader	0.030
Teen Institute	0.020
Varsity C/Spirit Club	0.020
Saturday School	\$75 per Saturday (up to 3 hours)

Extended Service (LPDC, Curriculum)

\$36.00 per hour rounded to next quarter hour

Extended Educational Program Service

\$36.00 per hour rounded to next quarter hour

	Step 0*	Step 1*	Step 2*
Cardinares	0.085	0.095	0.100
Vocal Music 9-12	0.065	0.075	0.085
Choral - Middle School	0.030	0.040	0.050*
Cardinares Assistant	0.070	0.080	0.090
Dean of Students - HighSchool	0.140	0.160	0.180
Flag Advisor	0.040	0.050	0.060
Dance Line Instructor	0.040	0.050	0.060
Marching Band/Concert Band	0.120	0.140	0.160
Marching Band Assistant	0.060	0.070	0.080
Band - Middle School	0.030	0.040	0.050*
Musical Director	0.070	0.080	0.090
5 <sup>th</sup> Grade Camp Director	0.060	0.070	0.080
6 <sup>th</sup> Grade Camp Counselor	0.040	0.050	0.060

\*To be discussed and agreed upon in association-management.

C. ATHLETICS:

The athletic positions and index as per the attached schedule. Provided there is a team, schedule of games, adequate facilities, and sufficient student interest to field a team.

	Step 0*	Step 1*	Step 2*
Athletic Strength Coordinator	0.040		
Boys Basketball Head Varsity	0.130	0.150	0.170
Boys Basketball Top Assistant (J.V.)	0.090	0.110	0.130
Boys Basketball Varsity Assistant	0.070	0.090	0.110
Boys Basketball Freshman	0.080	0.100	0.120
Boys Basketball Middle School (2)	0.060	0.070	0.080
Boys Basketball Scouting	0.015	0.020	0.025
Boys Baseball Head	0.100	0.110	0.120
Boys Baseball Assistant	0.070	0.080	0.090
Boys Baseball Grade 9	0.060	0.070	0.080

	Step 0*	Step 1*	Step 2*
Cheerleader Advisor High School	0.080	0.090	0.100
Cheerleader Advisor Middle School	0.050	0.060	0.070
Cross Country Head	0.070	0.080	0.090
Cross County Assistant	0.040	0.050	0.060
Cross Country Middle School	0.030	0.040	0.050
Football Coach Head	0.130	0.150	0.170
Football Coach Top Assistant	0.110	0.130	0.150
Football Coach High School Assistant (2)	0.090	0.110	0.130
Football Coach Middle School	0.080	0.100	0.110
Football Scouting	0.015	0.020	0.025
Football Assistant Grade 9	0.090	0.110	0.130
Girls Basketball Head	0.130	0.150	0.170
Girls Basketball Top Assistant	0.090	0.110	0.130
Girls Basketball Varsity Assistant	0.070	0.090	0.110
Girls Basketball Middle School (2)	0.060	0.070	0.080
Girls Basketball Scouting	0.015	0.020	0.025
Girls Basketball Freshman	0.080	0.100	0.120
Girls Softball Head Coach	0.100	0.110	0.120
Girls Softball Assistant Coach	0.070	0.080	0.090
Girls Softball Coach Grade 9	0.060	0.070	0.080
Girls Volleyball Head	0.130	0.150	0.170
Girls Volleyball Assistant	0.090	0.110	0.130
Girls Volleyball Grade 9	0.090	0.110	0.130
Girls Volleyball Middle School (2)	0.060	0.070	0.080
Golf Head Coach	0.060	0.070	0.080
Golf Assistant	0.030	0.040	0.050
Soccer Head Coach	0.100	0.110	0.120
Soccer Assistant	0.060	0.070	0.080
Track Head	0.110	0.130	0.150
Track Assistant (3)	0.070	0.080	0.090
Track Middle School (2)	0.040	0.050	0.060

	Step 0*	Step 1*	Step 2*
Wrestling Head Varsity	0.130	0.150	0.170
Wrestling Assistant	0.090	0.110	0.130
Wrestling Grade	0.070	0.080	0.090
Wrestling Middle School (1)	0.060	0.070	0.080

D. OTHER CONTRACTS:

All other supplemental contracts will be offered as long as there are adequate facilities and sufficient student interest.

E. MIDDLE SCHOOL MUSIC:

Middle School Band and Choir MBUs will be compensated for outside programs as follows:

\$75 per evening concerts, with a limit of two per year.

\$125 for attendance at competition to a limit of four per year.

The Extended Educational Service Program rate will be paid for time spent outside the student day in preparation for these events.

The total payment for these programs may not exceed \$1,000 for Band and \$1,000 for Choir, per year.

F. ELEMENTARY MUSIC:

The elementary music MBU will be compensated for outside programs as follows: \$75 per evening concerts, with a limit of six per year.

The Extended Educational Service Program rate will be paid for MBUs who choose to supervise events as approved by the building principal. The total cost of these programs will not exceed \$1,000, per year.

G. OVERNIGHT FIELD TRIPS:

MBUs who serve as an advisor/chaperone on overnight co-curricular field trips will be paid a stipend of \$200 per night.

H. MISCELLANEOUS

1. The base of the co-curricular salary schedule will be the same as the base of the teacher salary schedule.
2. Qualification for experience credit will be based on the number of years that the MBU has performed the duty within the District in the same sport. Experience outside the District may receive consideration.
3. As additional co-curricular duties are added, the compensation for such

duties will be negotiated with the appropriate CEA representatives.

4. Salary will be rounded to the nearest dollar.
5. In any sport area where there are multiple coaching positions, such positions will be filled depending on number of student participants and schedule of games.
6. A written notification will be presented to the MBU prior to Board action to hire a replacement when the employee has reapplied for a position served in the previous year.
7. When a MBU is unable to complete the responsibilities in a given contract year and a replacement is needed, payment will be pro-rated for each individual as determined by the overall duties of the position.
8. MBUs on extended time shall be paid at their per diem rate:  
High School Counselor - 15 days  
Middle School Counselor - 10 days  
School Psychologists and Speech Language Pathologists shall be granted up to five (5) days as needed to perform work outside the school year.
9. RE: Dean of Students, Athletic Director(s), Faculty Manager, and Saturday School. The Board may choose to assign the related duties of any of the positions to administrative personnel when a person serving in the position does not return due to retirement or other personal choice or if no qualified MBU applies. Prior notice must be given to the Association.

## **XVII. MISCELLANEOUS**

### **A. ENTIRE CBA**

This CBA represents the entire agreement between the Board and the Association.

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

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to the CBA.

### **B. NO STRIKE CLAUSE**

The Association and any and all MBUs shall not cause, engage in, or sanction any strike, slow-down, or any other such concerted action for the term of this CBA.

C. PRESS RELEASE

The initial release to the press of the provisions of this CBA will be made jointly by the head negotiators of the Cardinal Board of Education and the Cardinal Education Association.

D. DURATION

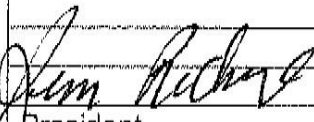

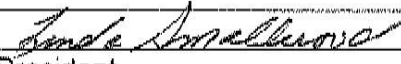

This CBA shall take effect the first workday of the 2023-2024 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor CBA or August 31, 2026, whichever comes sooner.

E. SEVERABILITY

This Agreement shall prevail over any state laws and/or regulations, local resolutions and/or ordinances to the contrary except where specifically prohibited by state law. If any provision of this contract or any application of this contract to any employee or group of employees shall be found to be contrary to law in a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. SIGNATURES

In recognition, agreement, and witness to the terms and conditions of this CBA, the following officials place their signatures.

CARDINAL EDUCATION ASSOCIATION		CARDINAL BOARD OF EDUCATION	
			
President	Date	President	Date



## SALARY INDEX

<b>CARDINAL LOCAL SCHOOLS</b>								
<b>SALARY INDEX</b>								
Step	N.D.	B.A.	BA+15	BA+30	M.A.	MA+15	MA+30	MA+45
0	0.905	1.000	1.040	1.080	1.120	1.160	1.200	1.240
1	0.938	1.040	1.084	1.128	1.172	1.216	1.260	1.300
2	0.971	1.080	1.128	1.176	1.224	1.272	1.320	1.360
3	1.004	1.120	1.172	1.224	1.276	1.328	1.380	1.420
4	1.037	1.160	1.216	1.272	1.328	1.384	1.440	1.480
5	1.070	1.200	1.260	1.320	1.380	1.440	1.500	1.540
6	1.103	1.240	1.304	1.368	1.432	1.496	1.560	1.600
7	1.136	1.280	1.348	1.416	1.484	1.552	1.620	1.660
8	1.169	1.320	1.392	1.464	1.536	1.608	1.680	1.720
9	1.202	1.360	1.436	1.512	1.588	1.664	1.740	1.780
10	1.235	1.400	1.480	1.560	1.640	1.720	1.800	1.840
11	1.268	1.440	1.524	1.608	1.692	1.776	1.860	1.900
12	1.301	1.480	1.568	1.656	1.744	1.832	1.920	1.960
13	1.334	1.520	1.612	1.704	1.796	1.888	1.980	2.020
14	1.367	1.560	1.656	1.752	1.848	1.944	2.040	2.080
15	1.400	1.600	1.700	1.800	1.900	2.000	2.100	2.140
20	1.420	1.620	1.720	1.820	1.920	2.020	2.120	2.180
25	1.460	1.660	1.760	1.860	1.960	2.060	2.160	2.220

## SALARY SCHEDULE

**2023-2024**

Years of Experience	ND Index	I = BA Index	II = BA+15 Index	III = BA+30 Index	IV = MA Index	V = MA+15 Index	VI = MA+30 Index	VII = MA+45 Index
0	31,348	34,639	36,025	37,410	38,796	40,181	41,567	42,953
1	32,492	36,025	37,549	39,073	40,597	42,121	43,645	45,031
2	33,635	37,410	39,073	40,736	42,398	44,061	45,724	47,109
3	34,778	38,796	40,597	42,398	44,200	46,001	47,802	49,188
4	35,921	40,181	42,121	44,061	46,001	47,941	49,880	51,266
5	37,064	41,567	43,645	45,724	47,802	49,880	51,959	53,344
6	38,207	42,953	45,170	47,386	49,603	51,820	54,037	55,423
7	39,350	44,338	46,694	49,049	51,405	53,760	56,116	57,501
8	40,493	45,724	48,218	50,712	53,206	55,700	58,194	59,579
9	41,636	47,109	49,742	52,374	55,007	57,640	60,272	61,658
10	42,779	48,495	51,266	54,037	56,808	59,579	62,351	63,736
11	43,923	49,880	52,790	55,700	58,610	61,519	64,429	65,814
12	45,066	51,266	54,314	57,363	60,411	63,459	66,507	67,893
13	46,209	52,652	55,838	59,025	62,212	65,399	68,586	69,971
14	47,352	54,037	57,363	60,688	64,013	67,339	70,664	72,050
15	48,495	55,423	58,887	62,351	65,814	69,278	72,742	74,128
20	49,188	56,116	59,579	63,043	66,507	69,971	73,435	75,513
25	50,573	57,501	60,965	64,429	67,893	71,357	74,821	76,899

## SALARY SCHEDULE

**2024-2025**

Years of Experience	ND Index	I = BA Index	II = BA+15 Index	III = BA+30 Index	IV = MA Index	V = MA+15 Index	VI = MA+30 Index	VII = MA+45 Index
0	31,975	35,332	36,745	38,158	39,572	40,985	42,398	43,811
1	33,141	36,745	38,300	39,854	41,409	42,963	44,518	45,931
2	34,307	38,158	39,854	41,550	43,246	44,942	46,638	48,051
3	35,473	39,572	41,409	43,246	45,083	46,921	48,758	50,171
4	36,639	40,985	42,963	44,942	46,921	48,899	50,878	52,291
5	37,805	42,398	44,518	46,638	48,758	50,878	52,998	54,411
6	38,971	43,811	46,073	48,334	50,595	52,856	55,118	56,531
7	40,137	45,225	47,627	50,030	52,432	54,835	57,237	58,651
8	41,303	46,638	49,182	51,726	54,270	56,814	59,357	60,771
9	42,469	48,051	50,736	53,422	56,107	58,792	61,477	62,891
10	43,635	49,464	52,291	55,118	57,944	60,771	63,597	65,010
11	44,801	50,878	53,846	56,814	59,781	62,749	65,717	67,130
12	45,967	52,291	55,400	58,509	61,619	64,728	67,837	69,250
13	47,133	53,704	56,955	60,205	63,456	66,706	69,957	71,370
14	48,299	55,118	58,509	61,901	65,293	68,685	72,077	73,490
15	49,464	56,531	60,064	63,597	67,130	70,664	74,197	75,610
20	50,171	57,237	60,771	64,304	67,837	71,370	74,903	77,023
25	51,584	58,651	62,184	65,717	69,250	72,783	76,317	78,437

## SALARY SCHEDULE

**2025-2026**

Years of Experience	ND Index	I = BA Index	II = BA+15 Index	III = BA+30 Index	IV = MA Index	V = MA+15 Index	VI = MA+30 Index	VII = MA+45 Index
0	32,615	36,039	37,480	38,922	40,363	41,805	43,246	44,688
1	33,804	37,480	39,066	40,652	42,237	43,823	45,409	46,850
2	34,994	38,922	40,652	42,381	44,111	45,841	47,571	49,013
3	36,183	40,363	42,237	44,111	45,985	47,859	49,733	51,175
4	37,372	41,805	43,823	45,841	47,859	49,877	51,896	53,337
5	38,561	43,246	45,409	47,571	49,733	51,896	54,058	55,500
6	39,751	44,688	46,994	49,301	51,607	53,914	56,220	57,662
7	40,940	46,129	48,580	51,031	53,481	55,932	58,383	59,824
8	42,129	47,571	50,166	52,761	55,355	57,950	60,545	61,986
9	43,318	49,013	51,751	54,490	57,229	59,968	62,707	64,149
10	44,508	50,454	53,337	56,220	59,103	61,986	64,870	66,311
11	45,697	51,896	54,923	57,950	60,977	64,005	67,032	68,473
12	46,886	53,337	56,509	59,680	62,851	66,023	69,194	70,636
13	48,076	54,779	58,094	61,410	64,725	68,041	71,357	72,798
14	49,265	56,220	59,680	63,140	66,599	70,059	73,519	74,960
15	50,454	57,662	61,266	64,870	68,473	72,077	75,681	77,123
20	51,175	58,383	61,986	65,590	69,194	72,798	76,402	78,564
25	52,616	59,824	63,428	67,032	70,636	74,240	77,843	80,006

# A1. CLASSROOM TEACHER JOB DESCRIPTION

CARDINAL LOCAL SCHOOL DISTRICT

Job Description

Classroom Teacher

## QUALIFICATIONS:

As established by the Division of Teacher Education and Licensure, Ohio Department of Education, for the classroom assignment of the teacher.

## REPORTS TO/EVALUATED BY:

Building Principal or designee.

## SUPERVISES:

Teacher aide, student teacher, or volunteers as assigned by the building principal.

## JOB GOAL:

To guide students in learning subject matter and/or skills as contained in the applicable Cardinal Local School District course(s) of study.

## PERFORMANCE RESPONSIBILITIES:

### Instructional Procedures

The teacher:

1. Effectively plans and implements lessons and activities that meet the individual needs, interests, and abilities of students.
2. Has adequate knowledge of his/her subject matter and area, and adapts that knowledge to meet the needs, interests, and abilities of students assigned.
3. Creates a classroom environment that is stimulating and conducive to learning.
4. Encourages student creativity, motivates student interest and enthusiasm for the learning process, and provides direction for the students' development of good work-study habits.
5. Employs Board-adopted curriculum as a basis for instruction.
6. Guides the learning process towards the achievement of curriculum goals by establishing clear short and long-range written lesson plans.

### Management Skills

The teacher:

1. Is aware of Pupil Personnel programs and seeks the assistance of District specialists as needed.
2. Prepares a folder for use by a substitute teacher that includes general information relevant to the teacher's schedule and classes, materials, seating charts, alternate lesson plans, manuals, and such other additional information and materials that may be useful to the substitute teacher and/or required by the building principal.
3. Takes all necessary reasonable precautions to protect students, equipment, materials, and

facilities.

4. Recognizes his/her responsibility for the supervision of students at all times of the school day.

#### Pupil/ Teacher Relationships

The teacher:

1. Develops, in accordance with District and building guidelines, reasonable rules of classroom behavior and procedure.
2. Stresses positive rather than negative reinforcement whenever possible.
3. Encourages in students a sense of responsibility and respect for persons and property.

#### Teacher Relationships within the School Community

The teacher:

1. Strives to communicate positive aspects of the educational program to the public through involvement in the building Open House, school newsletters, forum/PTO meetings, and publications.
2. Works cooperatively with parents and students to establish and maintain open lines of communication.
3. Establishes and maintains cooperative relations with all staff members.

#### Professional Characteristics

The teacher:

1. Upholds and enforces school rules, administrative guidelines, and regulations and Board policy; is supportive of them in public.
2. Is punctual in reporting to work, classroom or supervisory assignments, and does not leave the school building prior to the end of the prescribed day without notifying the building principal.
3. Assesses the accomplishments of students on a regular basis and provides progress reports as required.
4. Assists in the selection of books, equipment, and other instructional materials.
5. Plans and supervises purposeful assignments for teacher aides and/or volunteers and, cooperatively with the principal, evaluates their job performance.
6. Provides materials, reports, surveys, lists, and inventories as needed and maintains accurate, complete records as required by law, Board policy, and administrative regulations.
7. Attends staff, departmental, and committee meetings as required.
8. Respects confidentiality of records.

#### TERMS OF EMPLOYMENT:

Salary and work year as well as terms and conditions of employment shall be determined by the Cardinal Board of Education in accordance with the Ohio Revised Code and the current CBA.

EVALUATION:

Performance of this position will be evaluated as determined by the Cardinal Board of Education in accordance with the current CBA.

Adopted: August 26, 1999

**A2. School Psychologist Evaluation**  
(Non-OTES Staff)

Cardinal Local Schools

School Psychologist: \_\_\_\_\_ School Year: \_\_\_\_\_

- A – Accomplished
- S – Skilled
- D – Developing
- I – Ineffective
- N/O – Not Observed

ETR                       Student Assessment                       Instructional Lesson/Therapy

<b>Major Function: Assessment and Interpretation</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1 Formulating and conducting psychological assessments of students that are technically adequate, accurate, valid, relevant to student problems and issues, and useful for decision making and planning purposes					
1.2 Accurately and cogently interpreting data and research, and drawing appropriate conclusions					
1.3 Following mandated timelines in completing evaluations and providing Evaluation Team Reports and other written documentation to parents, staff, and central office					
1.4 Providing comprehensive Evaluation Team Reports that effectively communicate findings, interpretations, and recommendations; that succinctly summarize the student’s strengths, weaknesses, and needs; and that provide baseline data for purposes of Individual Education Program development					
1.5 Assisting in facilitating multidisciplinary teams to analyze presented data and information, and to bring the team to consensus on issues surrounding eligibility for special education services, intervention needs, and program planning					
Comments:					



<b>Major Function: Direct Intervention for Students</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
2.1 Assisting in identification of students' learning and adjustment problems					
2.2 Defining and clarifying problems using diagnostic assessment, background information and context, and team input prior to consideration of problem solutions					
2.3 Assisting in the selection, development, and evaluation of interventions for individual students or groups of students that are relevant to the student(s) problem and context, and that are empirically supported					
2.4 Assessing and evaluating problems in a manner which indicates understanding of the impact of multiple systems on the development of students and on the function of school personnel					
2.5 Synthesizing the views of others and offering practical ideas about student problems and potential solutions in team and group problem-solving situations					
2.6 Collaborating in the design and collection of progress monitoring data, using this data in evaluating the effectiveness of individual and group interventions, and suggesting the modification of interventions based on the data collected					
2.7 Providing individualized and group counseling in crisis situations, as directed and appropriate					
Comments:					

<b>Major Function: Special Education Management</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
3.1 Collaborating and coordinating with school and district staff to provide an articulated program that effectively meets the needs of all students receiving special education services within the building(s)					
3.2 Assist in assessing and articulating special education service needs and collaboratively working to provide flexible solutions as problem situations arise					
3.3 Assisting and collaborating in the preparation of Individual Education Programs (IEP) that incorporate assessment results, effectively address student needs, and meet compliance mandates					
3.4 Acting as a resource for special education teachers in program management, classroom accommodations, curricular modification, and the characteristics and manifestations of specific disabilities					
3.5 Participate in arranging and conducting re-evaluations of special education students in a timely manner					
3.6 Working collaboratively with special education staff to foster team building and cooperative problem solving					
Comments:					

<b>Major Function: General Education Support</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
4.1 Participating in multidisciplinary teams					
4.2 Collaborating and consulting with general education staff					
4.3 Acting as a resource for general education teachers regarding classroom accommodations, and the characteristics and manifestations of specific disabilities					
4.4 Providing useful guidance, advice, and technical assistance to teachers, parents, and other stakeholders in defining educational, social, and emotional problems and needs of students and assist in determining viable ways for those problems and needs to be addressed appropriately.					
Comments:					
<b>Major Function: Performance of Professional Responsibility</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
5.1 Applying ethical principles and standards of practice to delivery of services in the schools					
5.2 Demonstrating knowledge of and adhering to federal and state policies, regulations, and procedures					
5.3 Demonstrating knowledge of and adhering to district and school policies and procedures					
5.4 Maintaining organized, accurate and complete records of student referrals, assessments, communications, and all relevant documentation					
Comments:					

<b>Major Function: Performance of Related Professional Dues and Responsibilities</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
6.1 Participating in professional growth opportunities					
6.2 Following directives and accepting supervision					
6.3 Complying with established lines of authority, within the parameters of professional standards of practice and ethical principles					
6.4 Working collaboratively with other district staff and utilizing district resources					
6.5 Promoting partnerships with parents and educators					
Comments:					
<b>Major Function: Professional Interactions</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
7.1 Interacting respectfully and appropriately with colleagues, parents, and teachers					
7.2 Listening attentively and respectfully, and encouraging teachers, colleagues, administrators, and parents to present their view during interactions					
Comments:					

Evaluator Comments:

Employee Comments:

\_\_\_\_\_  
School Psychologist Signature

\_\_\_\_\_  
Date

\*NOTE: SIGNATURE OF THE EMPLOYEE INDICATES RECEIPT OF EVALUATION AND DOES NOT IMPLY AGREEMENT WITH CONTENT.

Conference Date: \_\_\_\_\_

Recommendation for Employment: \_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

### A3. Licensed School Registered Nurse Performance Evaluation

Cardinal Local School District

Employee Name: \_\_\_\_\_ Date of Review: \_\_\_\_\_ Work Location: \_\_\_\_\_

<b><u>(A) Accomplished:</u></b> Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)
<b><u>(S) Skilled:</u></b> Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s).
<b><u>(D) Developing:</u></b> Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.
<b><u>(I) Ineffective:</u></b> Performance does not meet acceptable requirements and/or expectations of the district. An Improvement Plan may be developed and implemented
<b><u>(N/O) Not Observed</u></b>

<b>1.1 Collects comprehensive data pertinent to the student's health and/or situation</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
a. Collects and prioritizes comprehensive data based on the student's immediate condition or anticipated needs in a systematic and ongoing process;					
b. Uses appropriate evidence- based assessment techniques, instruments, and tools;					
c. Documents relevant data in a retrievable format.					
Comments:					
<b>1.2 Identifies expected outcomes for a plan individualized to the student</b>					
a. Involves the student, family, health care providers, and others in formulating a student plan, including emergency provisions, when possible and appropriate					
b. Uses standardized language or recognizable terminology to document the student health issues					
Comments:					

<b>1.3 Implements the identified plan &amp; coordination of care</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
a. Partners with all stakeholders as appropriate to implement the student plan in a safe, realistic and timely manner					
b. Uses evidence based interventions and treatment specific to the diagnosis or student health issue and documents any changes and/or community involvement as appropriate					
c. Provides medically prescribed interventions as well as responding to health care issues by providing counseling and crisis intervention when required					
d. Educates colleagues regarding implementation of student plans and documents coordination of care					
Comments:					
<b>1.4 Employs Strategies to promote health and a safe environment, especially regarding health education</b>					
a. Promotes health principles through the coordinated school health program					
Comments:					
<b>1.5 Coordinates care delivery</b>					
a. Advocates for the delivery of dignified, culturally competent, developmentally appropriate, and humane care by the interprofessional team, incorporates plan into student's day and after school activities and documents coordination of care					
Comments:					
<b>1.6 Evaluates progress through attainment of outcomes</b>					
a. Conducts a systematic, ongoing evaluation of the outcomes prescribed by the plan and indicated timeline and participates in team meetings, as appropriate					

Comments:					
<b>1.7 Practices Ethically</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
a. Uses Code of Ethics for Nurses and other resources to guide practice					
b. Upholds confidentiality within legal, regulatory, and ethical parameters of health and education					
c. Integrates caring, kindness, and respect into nursing practice					
Comments:					
<b>1.8 Attains knowledge and competency that reflect current nursing practice</b>					
a. Participates in ongoing educational activities related to professional issues and shares educational findings, experiences, ideas with peers					
Comments:					
<b>1.9 Integrates evidence and research findings into practice</b>					
a. Uses current evidence based nursing knowledge, including research findings to guide practice and initiate change into school nursing practice					
Comments:					
<b>1.10 Contributes to quality nursing practice</b>					
a. Participates in quality improvement activities, identifies, collects, analyzes data, formulates recommendations and implements activities to improve school nursing practice					
Comments:					



<b>1.11 Communicates effectively in a variety of formats in all areas of nursing practice</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
a. Conveys information to students, families and colleagues in formats that promote understanding					
b. Discloses observations or concerns related to hazards, errors in care, or the practice environment to the appropriate level of administration					
Comments:					
<b>1.12 Demonstrates leadership in the professional practice setting and the profession</b>					
a. Incorporates the vision and goals of the school organization when planning care and implementing and measuring progress of the individual student					
b. Provides direction to enhance the effectiveness of the school multi-disciplinary team					
Comments:					
<b>1.13 Evaluates one's own nursing practice in relation to professional practice standards and guidelines, relevant statutes, rules and regulations</b>					
a. Takes action to achieve goals identified during the evaluation process					
b. Takes corrective action to rectify mistakes and reduce future errors					
Comments:					
<b>1.14 Utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible</b>					
Comments:					

<b>1.15 Manages school health services and health clinic</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/A</b>
Comments:					

Evaluator Comments:

Employee Comments:

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

Conference Date: \_\_\_\_\_

Recommendation for Employment: \_\_\_\_\_

\_\_\_\_\_  
Nurse Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: Signature Of Employee Indicates Receipt Of Evaluation And Does Not Imply Agreement With The Content

**A4. RELATED SERVICES**

Cardinal Local School District

**EVALUATION SUMMARY REPORT      RELATED SERVICES      \_\_\_\_\_ SCHOOL**  
**YEAR**

**Occupational Therapy      Speech/Language Therapy**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>(B) <u>Accomplished:</u></b> Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)
<b>(T) <u>Skilled:</u></b> Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s)
<b>(E) <u>Developing:</u></b> Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.
<b>(J) <u>Ineffective:</u></b> Performance does not meet acceptable requirements and/or expectations of the district. An Improvement Plan may be developed and implemented
<b>(N/O) <u>Not Observed</u></b>

<b>MAJOR FUNCTION: EVALUATION AND ASSESSMENT</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1 Appropriately selects and administers formal and informal evaluations which provide information as to the strengths and weaknesses of the student					
1.2 Appropriately presents reports to school team and to families which are clear, coherent, and contain relevant information presented in technically correct and understandable language					
1.3 Develops clearly defined and appropriate goals and objectives for students based upon assessment data					
1.4 Works cooperatively with school staff and parents to develop their portion of the IEP (present levels, goals, objectives or benchmarks, services, accommodations/modifications, etc.)					
Comments:					

<b>MAJOR FUNCTION: TREATMENT AND DELIVERY OF SERVICES</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1 Uses instructional time efficiently					
1.2 Establishes instructional procedures and implements effective techniques that facilitate progress in relevant area of therapy, as well as overall needs of the student(s) based on data					
1.3 Sets expectations and effectively manages student behavior					
1.4 Evaluates progress regularly and documents on the IEP progress report in a timely manner					
1.5 Lessons and interventions for each student are related to and appropriate for IEP goals and objectives					
1.6 Therapy services are provided in the least restrictive manner and integrated into the classroom/program/school setting to the greatest degree possible, as appropriate					
1.7 Redesigns treatment program as student progresses or regresses and assesses the appropriate time to discontinue treatment when necessary					
1.8 Interactions with student(s) demonstrate care, concern, and respect and an environment is created which is conducive to learning					
Comments:					

<b>MAJOR FUNCTION: CONSULTATION AND COLLABORATION</b>	<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1 Collaborates with other service providers to ensure students are being served appropriately					
1.2 Maintains positive interpersonal relationships with families					
1.3 Maintains positive interpersonal relationships with teachers, administrators, and other professionals					
1.4 Engages in problem solving behavior when conflicts arise					
1.5 Is visible and available to staff, family and school administration					

1.6	Communicates effectively both orally and in writing with parents, students, colleagues, and supervisor(s)					
1.7	Has knowledge of, and can recommend, appropriate interventions, treatments, etc. to other staff working with assigned student(s)					
Comments:						
<b>MAJOR FUNCTION: PROFESSIONAL SKILLS AND GROWTH</b>						
1.1	Continues professional development through coursework and/or seminars, professional reading and membership in professional organizations					
1.2	Maintains an efficient and effective record keeping system; records reflect accurate documentation including a description of intervention strategies provided and the student's response to these strategies					
1.3	Implements advancements and updated techniques in the discipline					
1.4	Takes initiative to carry out job responsibilities					
Comments:						

<b>MAJOR FUNCTION: PROFESSIONAL RESPONSIBILITY</b>		<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1	Understands and implements Due Process procedures as they relate to school-based therapy					
1.2	Protects confidentiality of students, faculty and families					
1.3	Follows standards of professional and ethical conduct as defined by professional organizations (Ohio Licensure Board)					
1.4	Completes required forms, reports, and other necessary paperwork accurately and on time					
1.5	Exhibits regular attendance and punctuality for meetings, appointments, work, and other timelines					

Comments:					
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Evaluator Comments:

Employee Comments:

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

Conference Date: \_\_\_\_\_

Recommendation for Employment: \_\_\_\_\_

\_\_\_\_\_  
Occupational Therapy/Speech/Language Therapy Date

\*Note: Signature Of Employee Indicates Receipt Of Evaluation And Does Not Imply Agreement With The Content

### A5. Instructional Coach Evaluation

Cardinal Local School District

Instructional Coach: \_\_\_\_\_ School Year: \_\_\_\_\_

<b>(C) Accomplished:</b> Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)
<b>(U) Skilled:</b> Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s).
<b>(F) Developing:</b> Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.
<b>(K) Ineffective:</b> Performance does not meet acceptable requirements and/or expectations of the district. An Improvement Plan may be developed and implemented
<b>(N/O) Not Observed</b>

Major Function: Knowledge of Students	A	S	D	I	N/O
1.1 Analysis of student data/evidence (development, backgrounds, prior experiences, cultural heritage, etc.) to connect data/evidence to specific strategies and plans supporting differentiated instruction for individuals and sub-groups					
Comments:					
Major Function: Climate/Environment	A	S	D	I	N/O
1.1 Models/encourages/promotes an environment that is fair, respectful, supportive, safe and inclusive					
1.2 Viewed as an integral member of the department or grade level by supporting instructional practices					
1.3 Consistently participates in discussions with building and/or district level administrators to understand professional development needs; regularly engages with building and/or district administrators in professional development planning and delivery					
Comments:					

<b>Major Function: Data-based Decision Making</b>		<b>A</b>	<b>S</b>	<b>D</b>	<b>I</b>	<b>N/O</b>
1.1	Consistently applies applicable data to curricular decisions and/or instructional practices.					
1.2	Has a clear and complete understanding of district initiatives and his/her role within them.					
1.3	Actively engages in problem-solving between building and district administration					
Comments:						
<b>Major Function: Quality of Practice</b>						
1.1	Provides professionals with a variety of materials and resources that are developmentally appropriate, allow for differentiated instruction, and provide both depth and stretch for mastery of the standards					
1.2	Effectively suggests, models, and/or assists professionals in implementing a variety of instructional strategies and methods, facilitating the professionals ability to select practices and strategies to address the needs of the professional and students					
1.3	Demonstrates an understanding of applicable standards and uses them to guide professionals in meaningful discussions to support instruction and increase student or professional growth					
1.4	Prioritizes time and tasks and is able to identify, create and follow through with an appropriate course of action based upon federal, state and local initiatives					
Comments:						



Major Function:	Professional Responsibility	A	S	D	I	N/O
1.1	Communicates effectively with students, families and colleagues. Collaborates with colleges to improve personal and team practices by facilitating professional dialogue, peer coaching and other collegial learning activities					
1.2	Meets ethical and professional responsibilities and helps colleagues access and interpret laws, policies and procedures and understand their implications in the classroom					
1.3	Sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence					
Comments:						

Evaluator Comments:

Employee Comments:

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

Date \_\_\_\_\_

Conference Date: \_\_\_\_\_

Recommendation for Employment: \_\_\_\_\_

\_\_\_\_\_  
Instructional Coach Signature

\_\_\_\_\_  
Date

\*Note: Signature Of Employee Indicates Receipt Of Evaluation And Does Not Imply Agreement With The Content

## APPENDIX A6. TEACHER EVALUATION FORMS

### Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	prior learning or future learning.	learning. These connections are not clear.	and future learning and includes strategies that communicate the connections to students.	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 contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)  <i>Possible Sources of Evidence: analysis of student data,</i>	<b>Planning instruction for the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<i>pre-conference, artifacts, student surveys</i>					draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	<p>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.</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p>	<p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p>	<p>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.</p>
		<p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>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.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>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.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>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</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY</b> <i>(continued)</i>					questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.  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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Monitoring student understanding</b>  Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to	Click or tap here to	Click or tap here to	Click or tap here to



ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		enter text.	enter text.	enter text.	enter text.
	<b>Student-centered learning</b>  Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>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.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students, Standard 5: Learning Environment)  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	<b>Classroom routines and procedures</b>  Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Classroom climate and cultural competency</b>  Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is inconsistent demonstration of regard for student perspectives, experiences and culture.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is demonstration of regard for student perspectives, experiences	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.



ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
		address needs related to student sense of well-being.	The teacher is aware of needs related to student sense of well-being but does not address them effectively.	and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>ASSESSMENT OF STUDENT LEARNING</b> (Standard 1: Students, Standard 3: Assessment)  <i>Possible Sources of Evidence: pre-conference, formal</i>	Use of assessments  Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.    The teacher fails to analyze data and makes little or no attempt to	The teacher makes limited use of varied assessments.    The teacher attempts to analyze data and modify	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.    The teacher analyzes	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>		<p>modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Evidence of student learning</b> 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: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)  <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	<b>Communication and collaboration with families</b>  Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, 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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Communication and collaboration with colleagues</b>	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	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	Element 6.3		practice.	work and student data to identify and implement targeted strategies for improving professional practice.	student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.  The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
					appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.



## Professional Growth Plan

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

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

Teacher Name:  
Guided

Evaluator Name:

Self-Directed

Jointly Developed

Evaluator

(Accomplished)

(Skilled)

(Developing)

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

## Improvement Plan

Teacher Name:	_____	Grade Level/ Subject:	_____
School year:	_____	Building:	_____
		Date of Improvement Plan Conference:	_____

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

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

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

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

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

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

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

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

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

--

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

**Comments:**

Date for Improvement Plan to be evaluated: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



**Improvement Plan: Evaluation of Plan**

Teacher Name: \_\_\_\_\_

Grade Level/  
Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

The Improvement Plan should continue for time specified: \_\_\_\_\_.

Dismissal is recommended.

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

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

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

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

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

## Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

### Sample Pre-Conference Questions to Guide a Coaching Conversation

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

#### INSTRUCTIONAL PLANNING

##### FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

##### KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

#### INSTRUCTION AND ASSESSMENT

##### LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

##### CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

##### ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

#### PROFESSIONALISM

##### PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

## **Planning for the Post-Conference**

### **Ohio Teacher Evaluation System 2.0**

#### **Post-Conference Planning**

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

#### **Considerations**

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

#### **Reflective Questions**

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  - 1.
  - 2.
  - 3.
  - 4.
  - 5.

#### **Three Key Elements of the Instructional Post-Conference**

##### **Conducting the Post-Conference**

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question: "How do you think the lesson went?"
2. Focus area(s)
  - Discuss identified focus area(s)
  - Ask self-reflection question/s
  - Provide evidence from notes
  - Share resources and supports
3. Present evidence and rating connected to the rubric.

## Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

### Walkthrough: General Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

--

Evaluator Summary Comments:

--

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

Photocopy to Teacher

**Walkthroughs/Informal Observations  
Ohio Teacher Evaluation System 2.0**

**Walkthrough: Open-Ended Form**

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

### School Counselor Evaluation Rubric

The *School Counselor Evaluation Rubric* is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

<b>Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school’s goals and mission.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school’s goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school’s goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school’s goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.



	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
<b>Evidence</b>				

<b>Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional



development and well-being and  
makes adjustments as needed.

	development and well-being and makes adjustments as needed.			
Evidence				

**Standard Three: Indirect Services: Partnerships and Referrals** – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
<b>Evidence</b>				

**Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.**

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	<p>The school counselor does not monitor student performance and progress.</p>	<p>The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.</p>
	<p>The school counselor does not monitor effectiveness of the program.</p>	<p>The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.</p>
<b>Evidence</b>				

**Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.**

Ineffective	Developing	Skilled	Accomplished
<p>The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.</p>	<p>The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.</p>	<p>The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.</p>	<p>The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.</p>
<p>The school counselor does not advocate for nor responds to the needs of diverse populations.</p>	<p>The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.</p>
<p>The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.</p>

	<p>The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.</p>
<b>Evidence</b>				

**Standard Six: Professional Responsibility, Knowledge and Growth** – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<p>The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.</p>	<p>The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.</p>



	<p>The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.</p> <p>The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.</p>	<p>The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.</p> <p>The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.</p>	<p>The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.</p> <p>The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.</p>	<p>The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.</p> <p>The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.</p>
<b>Evidence</b>				

<b>Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
<b>Evidence</b>				

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_  Self-Directed  Collaborative

Goal One	<i>Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan		<input type="checkbox"/> Evaluation and Data	
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development		<input type="checkbox"/> Leadership and Advocacy	
	<input type="checkbox"/> Indirect Services		<input type="checkbox"/> Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two	<i>Choose the domain(s) aligned to the Metric of Student Outcomes goal.</i>			
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:
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School Counselor: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_



**Improvement Plan**

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:  
School Year:

Date of Improvement Plan Conference:  
Building:

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

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

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

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

**Improvement Plan (continued)****Section 3: Specific Plan of Action**

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

--

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: \_\_\_\_\_ Date:

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

**Improvement Plan: Evaluation of Plan**

School Counselor Name:

Date of Evaluation:

School Year:

Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- Improvement demonstrated and professional standards met a satisfactory level of performance.
- Continue with the Improvement Plan for a specified amount of time.    Date: \_\_\_\_\_
- Recommend dismissal.

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

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

School Counselor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

\* The level of performance varies depending on school counselor's years of experience.

**Pre-Observation Planning and Post-Observation Resource Questions**

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

## Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

## Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

**Post Conference Planning**

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

- 1.
- 2.
- 3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

- 1.
- 2.
- 3.

**Four Key Elements of the Post-Conference**

1. Introduction/Greeting/Establish Length:
  - Review conference process
  - General impression question: "How do you think the activity went?"
2. Reinforcing the School Counselor:
  - Identify an area of reinforcement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
3. Refining the School Counselor's Skill:
  - Identify an area of refinement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
  - Give a recommendation for future practice

Present evidence and rating connected to the rubric

## Informal Observation: Open-Ended Form

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

*Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.*

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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Evaluator Signature

 Photocopy to School Counselor

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## A7. GRIEVANCE FORM

CARDINAL EDUCATION ASSOCIATION  
Grievance Form

GRIEVANCE NO. \_\_\_\_\_ GRIEVANT: \_\_\_\_\_

(To be completed by the administration) Date of Informal Discussion:

Specific sections of the CBA that were allegedly violated, misapplied and/or misinterpreted:

\_\_\_\_\_  
STATEMENT OF GRIEVANCE (Include factual background of and reasons for the grievance. Use additional pages, if necessary.)

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

RELIEF SOUGHT (Use additional pages, if necessary)

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

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date Received

RESPONSE (Use additional pages, if necessary)

\_\_\_\_\_  
Date of Discussion

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Grievant

Pc: Labor Relations Consultant  
CEA President

## MEMORANDUM OF UNDERSTANDING

### Online Learning Opportunities 2023-2024 School Year

This Memorandum of Understanding is entered into by and between the Cardinal Local School District Board of Education (hereinafter "Board") and the Cardinal Education Association (hereinafter "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "Negotiated Agreement"), which is effective from September 1, 2022, through August 31, 2023; and

WHEREAS, At Cardinal Local Schools we believe that providing online learning opportunities for our students can be an essential auxiliary component to the overall educational program; and

WHEREAS, the Board and Association desire to implement an online program for high school students; and

WHEREAS, the parties have agreed to the following terms and conditions relating to the on-line program.

NOW, THEREFORE, IT IS AGREED, by and between the Board and the Association in consideration for the promises contained herein as follows:

1. The district will offer online learning opportunities as follows:

CLSD Online Course Offerings	
Credit Recovery (Required Courses)	A student taking online course(s) for credit recovery to stay on track for graduation
(Lab Setting-Student is scheduled for on-line class(s) in the school setting) Online Student (Required/Non-Required Classes)	A student who is placed online by administration due to the District's inability to offer a traditional course *There is NO COMPENSATION for students being monitored as assigned on the master schedule during the school day (ex: duty period, student success coach).
Substitute for Traditional Classroom	A student who is unable to participate in the traditional classroom due to medical, behavioral or other extenuating circumstances and is placed online by administration.
Hybrid (Traditional and Online)	A student taking courses both in the building and online due to participation in a vocational program, the inability of the district to offer courses, special course needs.



## 2. Posting

Online teaching positions will be posted according to section HH of the CEA Agreement.

## 3. Rate of Pay

Online teachers will be paid at the following rate: \$150 per student, per semester equivalent (½ credit) course. The rate of pay will be \$300 for a year-long (1 credit) course. The online learning coordinator responsible for administering the online program (guidance counselor, building principal or designated teacher) will receive a \$150 stipend each semester in which students are enrolled.

Some full year courses are part A and part B	A teacher may submit for \$150 payment at the end of a semester when a student completes Part A of a course and again when they complete Part B of a course, for a total of \$300.
Drop/Add Timeline (student choice)	Does not count on roster if course is dropped by the drop/add deadline and the teacher has not completed evaluating more than ¼ of the work.
Administrative Placement	Full \$150 / \$300 regardless of start to be paid at the end of the course deadline.

Note: Course end dates are established at the discretion of the administrator and will be aligned with the end of a semester. Once deadlines are established, they will be strictly adhered to. Whether a student finishes the course or not is inconsequential to the teacher's payment for the course. If a student needs to finish a course in a subsequent session due to not completing the course by the deadline, the online teacher will be paid an additional \$150. A student passing or failing the course is inconsequential to the teacher's payment for the course.

## 4. Authorization For Payment

All Online teachers will submit an Online Pay Authorization Form to the building administrator for approval at the end of each semester a student completes a course or when a student reaches the course end date. Once approved the form will be sent to the treasurer's office for remittance.

## 5. Course Completion

The teacher will finalize the course by saving all grades and notifying the designated online coordinator via email. The online learning coordinator will be responsible to put grades into Infinite Campus. The end of the course will be designated by the online learning coordinator but will be no later than the last student day of the school year.

## 6. Teacher Duties

The teacher's duties include modifying the course as appropriate, grading submitted work in a timely manner, and offering weekly "office hours" to each student regarding the online course. In addition to office hours, the online teacher will remain flexible and respond to student(s) requests to meet at times mutually agreed upon between the student and online teacher.

Online class size will not exceed 5 students per course unless mutually agreed upon by the online teacher and administration.

Notification via email will be given by the online learning coordinator to online teachers within two school days of a student being added to or dropped from a class.

**7. Summer Courses**

Teachers providing online instruction in the school year will not be mandated to provide online instruction during the summer. All summer courses will end no later than July 30th. While regular office hours may not be maintained, online teachers must be able to respond to student requests if they agree to online teaching during the summer.

**8. Linkage and Student Growth Measures**

Students that take an online course will not be linked during the linkage process to the online course teacher during the state reporting process.

**9. Teacher of Record & Adjustments to Curriculum and Grades**

The online teacher will be the teacher of record. Adjustments to the online curriculum or student grades will not be made without consultation with the assigned online teacher.

The Board will provide training to all new online teachers prior to the start of classes. Training for all online teachers will be provided if the Board changes the provider.

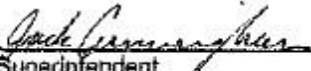
This Memorandum of Understanding constitutes the complete understanding of the parties related to on line coursework.

Disputes concerning the terms of this Agreement shall be handled in accordance with the Collective Bargaining Agreement grievance procedure.

**Authority to Execute MOU.** The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties. This MOU may be renewed for the subsequent school year by written agreement of the parties.

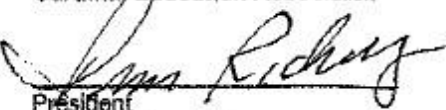
**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of March, 2023, at Geauga County, Ohio.

Cardinal Local School District  
Board of Education

  
Superintendent

4-3-23  
Date

Cardinal Education Association

  
President

4/11/2023  
Date