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# **MASTER AGREEMENT**

**BETWEEN**

**CALDWELL EXEMPTED VILLAGE SCHOOL  
DISTRICT**

**AND**

**CALDWELL TEACHERS' ASSOCIATION**

**JULY 1, 2024, THROUGH JUNE 30, 2027**

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**ARTICLE 1**  
**RECOGNITION**

1.01 **RECOGNITION**

The Caldwell Board of Education, hereinafter “Employer” or “Board,” hereby recognizes the Caldwell Teachers Association/OEA/NEA-Local, hereafter the “Association”/“Union” as the sole and exclusive bargaining representative for the purpose of, and as defined in Chapter 4117 Ohio Revised Code, for all full-time certificated/licensed personnel and all part-time certificated/licensed personnel, employed to work 20 hours or more per week under a regular contract, whether employed or on leave. The Union recognizes that the superintendent, assistant superintendent, principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code, substitute teachers, and other confidential, supervisory or management-level employees as defined in Section 4117.04 of the Ohio Revised Code, are excluded from the bargaining unit.

Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the terms of this written contract without challenge as provided for in Section 4117.01(A) and 4117.05(B) of the Ohio Revised Code.

1.02 **EQUAL RIGHTS CLAUSE**

The parties to this agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit.

**ARTICLE 2**  
**NEGOTIATIONS**

2.01 **PROCEDURES**

- A. Each party shall designate a negotiations team of up to five persons. All negotiations shall be conducted between said teams. Each party may have up to five (5) observers of their choice. Observers may not participate in negotiations at the bargaining table.
- B. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals, and to indicate tentative agreement on behalf of the parties.
- C. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party’s proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
- D. The Association and the Board teams shall agree to meeting at least ninety (90) days prior to the expiration of the contract to exchange initial proposals.

- E. A mutually convenient meeting shall be held no later than seventy (70) days prior to the expiration of the contract.
- F. At the first meeting, the bargaining teams shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties.
- G. Meetings shall be held in executive session unless otherwise mutually agreed.
- H. The parties may appoint joint ad hoc committees to research and study proposals, and to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.
- I. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.
- J. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- K. The Association will provide the final typed copies of items mutually agreed upon.
- L. The Board and the Caldwell Teachers Association will share equally the cost of providing printed contracts to all parties in the bargaining unit, the Board, and the administration.

## 2.02 SCOPE OF BARGAINING

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement.

## 2.03 AGREEMENT

When tentative agreement is reached between the teams, it shall be submitted to the Caldwell Teachers Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.

## 2.04 DISAGREEMENT

- A. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolutions procedures which supersede the procedures listed in Section 4117.14(C) (2-6) and any other procedures to the contrary.

- B. Fifty (50) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in ORC 4117.14(C) (2-6).
- C. If no agreement is reached by the thirtieth (30th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- D. In the event the members of the negotiation's teams are unable to reach agreement within ten (10) days of the expiration of the existing agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.01 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
- A. Determine matter of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology and the school district organizational structure;
  - B. Direct, supervise, evaluate or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of the Board's operations;
  - D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
  - E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the school district;
  - H. Effectively manage the work force;
  - I. Take action to carry out the mission of the school district.

- J. The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

4.01 **ASSOCIATION PRIVILEGES**

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association president or building representative shall get prior permission from the building principal or superintendent.
- B. Use of school equipment such as copiers, computers, printers, typewriters, calculators and audio-visual machines. Board purchased consumable materials used by the Association, e.g., paper, shall be paid for by the Association at Board cost. Such use for Association purposes will be done on other than school time.
- C. Use of designated space on faculty bulletin boards.
- D. Use of internal school mail delivery provided that such does not result in any added cost to the Board.
- E. The Association shall receive a copy of the agenda and minutes of each Board meeting. Such agenda shall be sent to the Association e-mail or by hand at the same time it is sent to the Board. Additional items that will be supplied to the Association on request at no cost to the Association for negotiations are as follows:
  - 1. Amended Certificate
  - 2. Adopted Appropriations Resolutions
  - 3. October 5-Year Forecast containing expenditures & receipts
  - 4. Teacher training and experience grid
- F. The Association shall be allowed to participate in the orientation meetings for professional staff members.
- G. The Association shall have the right to place organizational ID on its members' mailboxes.

4.02 **ASSOCIATION LEAVE**

The Association president shall be provided released time of one day per semester, with pay, to attend hearings or conferences related to the administration of the Master Agreement.



#### 4.03 FAIR SHARE FEE

- A. In accordance with the ruling of the Supreme Court of the United States of America, June 27, 2018, Fair Share Fee has been declared to be unconstitutional and therefore unenforceable.

Should the Legislative Branch of the United States Government determine that Fair Share Fee is a viable option, Article 4.03, Fair Share Fee from the 2017-2020 Negotiated Agreement shall immediately be reinstated to the current Negotiated Agreement between Caldwell Exempted Village Board of Education and the Caldwell Teachers Association and any needed changes due to differences in law be negotiated within sixty (60) calendar days.

#### 4.04 ASSOCIATION MEMBERSHIP

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership or chooses year to year membership.

The District Treasurer shall notify the Association Treasurer if any member ceases membership, discontinues payroll deductions, leaves employment or begins employment within two (2) business days of becoming aware of said action.

#### 4.05 NEW BARGAINING UNIT MEMBER ORIENTATION

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days of the first day of classes, except when no new bargaining unit members are commencing employment at the start of a school year. Any bargaining unit members hired after the start of the school year shall be provided as in-person orientation within twenty-one (21) calendar days of hire. New bargaining unit members shall be paid his/her hourly rate of pay for all time spent in an orientation that is held outside the member's contract day and/or year.

The District shall provide written notice, to the Association President and Vice-President, of the date, time, and location of all bargaining unit member orientations not less than ten (10) calendar days prior to any orientation meeting.

The Association shall be provided not less than one sixty (60) uninterrupted minutes of time to communicate with bargaining unit members at each new bargaining unit member orientation. Such time will not be provided at the end of the meeting day unless the Association requests, in writing, to be placed at the end of the agenda. All non-bargaining unit members shall excuse themselves during this portion of the orientation. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

5.01 **GRIEVANCE POLICY**

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teachers initiating or participating in the grievance procedure.

5.02 **PURPOSE OF OBJECTIVES**

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

5.03 **DEFINITION**

A. A Grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written master agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.

B. A grievant shall mean a person, a group of persons, or the Association itself alleging that some violation, misinterpretation or misapplication of the aforementioned agreement has actually occurred.

A grievance alleged to be a “group” grievance shall have arisen out of like circumstances affecting each member of the said group.

C. Days shall be defined as actual teacher workdays during the school calendar year and shall be defined as Administrative workdays (Monday-Friday excluding holidays) during the summer when school is not in session.

5.04 **GENERAL PROVISIONS**

A. An individual grievance shall be initiated by the person so aggrieved.

B. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers arising out of like circumstances.

C. An Association grievance may be filed upon an alleged contract violation.

D. A grievance shall be reduced to writing and shall include:

1. The alleged violation,
2. Relief sought; and

3. Date of initiating procedure.
- E. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
  - F. Counsel of choice may be used by any or all parties involved in the grievance procedure at Levels II, III, and IV. If counsel for the teacher is an organizational counsel, the person shall be an official representative of the Association. The Association shall be notified and permitted to be present at any level at which an adjustment of a grievance may be resolved.
  - G. Time limits given shall be considered as maximums, unless otherwise extended by mutual written agreement by the parties involved.
  - H. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been resolved by the recommendations stated in the previous level.
  - I. Failure of the administration to respond in the time limit stated shall entitle the aggrieved to proceed to the next level of the Grievance Procedure.
    - 1. Once a grievance has been initiated, if the aggrieved or administrator becomes incapacitated by injury, illness, or catastrophic event to the extent that they are unable to report to work or respond within the timelines as defined in this Article, the grievance shall be considered “on hold” until both parties are physically able to continue the procedure, or until the Association and superintendent or designee agrees to further processing of the grievance.
  - J. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
  - K. Resolution of a grievance at any level shall apply to the stated grievance.
  - L. Nothing contained in this procedure shall be construed as limiting the rights of a teacher to use other professional or legal assistance in resolving a complaint or problem.
  - M. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
  - N. No reprisal shall be made against any party involved in the use of this grievance procedure.
  - O. A grievance may be resolved or withdrawn at any level without prejudice or reason.
  - P. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.

- Q. All records, documents or communications concerning a grievance shall be filed in a grievance file upon resolution of the stated grievance.
- R. Mutual cooperation will prevail between the Board/ administration and the Association in the investigative phase of any grievance and both sides will furnish such information as is requested for the processing of any grievance.

5.05 INFORMAL LEVEL

An alleged violation will first be discussed informally with the appropriate administrator within ten (10) days of the member becoming aware of the problem and prior to the initiation of the formal grievance procedure.

5.06 LEVEL I - ADMINISTRATION

- A. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within ten (10) days of the informal meeting or said grievance shall no longer exist. A copy of said grievance shall be filed with the superintendent.
- B. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator or both, and such persons as may provide information related to the grievance may be present at said meeting. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- C. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance. A copy shall be sent to the superintendent.

5.07 LEVEL II - SUPERINTENDENT

- A. If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may within five (5) days of receipt of such written response, submit his written grievance to the superintendent and request a meeting to discuss the grievance.
- B. The meeting shall be within five (5) days of the request.
- C. The meeting shall be conducted in a manner as stated in Level I.
- D. Within five (5) days of the meeting, the superintendent shall provide the aggrieved and the immediate administrator of Level I with a written response stating his/her position and suggestion for resolution of the grievance.

5.08 LEVEL III - ARBITRATION

- A. If the grievant is not satisfied with the decision of the Superintendent, or if no decision is rendered by the Superintendent within five (5) days of the Level III meeting, the grievant, may request that the Association appeal the grievance to Arbitration. Within ten (10) days of the Superintendent's decision or the date the decision was due, the Association

by written notice to the treasurer shall have the right to appeal the dispute to an impartial arbitrator. The appeal for arbitration of the grievance shall be in accordance with the rules of the American Arbitration Association.

- B. The parties will be bound by the voluntary Labor Arbitration rules of the American Arbitration Association, but the Board, the Association, and the grievant or the grievance representative shall not be permitted to assert any ground in arbitration if such ground was not disclosed to the other party prior to the appeal to the arbitrator, or to introduce any evidence known but not disclosed prior to the appeal to the arbitrator. The arbitration hearing shall be continued upon request of either party if during the hearing either party asserts any ground that was not disclosed to the other party prior to the appeal to the arbitrator.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement, nor shall he/she make any decision contrary to law.
- D. The arbitrator shall send his/her written decision and award to the aggrieved party, the superintendent and the Board of Education, and the decision shall be binding on the parties
- E. The arbitrator's expenses shall be borne by the losing party. The arbitrator shall determine which party is the loser as part of his opinion and award. If the arbitrator determines to split the award, the arbitrator's expenses shall be shared equally by the parties.
- F. Arbitration shall be the sole and exclusive method for resolving contract violations.

## **ARTICLE 6**

### **LEAVES**

#### **6.01 PERSONAL LEAVE**

- A. In the event an employee wishes to be absent from duty for a personal reason, said employee, with the prior approval of the superintendent, is entitled to four (4) days of personal leave. Leave of this nature may not be used on a day before or a day after a holiday or recess which is observed by the school, or on the first or last day of the school year unless approved by the superintendent. Personal leave may be used in half or full day increments only. The employee will complete a signed statement when requesting personal leave. Absence of this nature will not be deducted from the employee's sick leave.
- B. Personal leave may only be used for conducting personal business which cannot be conducted at any time other than when school is in session. No more than three (3) classroom teachers shall be permitted to take personal leave at the same time unless special permission is sought and granted by the superintendent. Personal leave will be recognized on a first come, first-served basis. Any unused personal leave days shall be converted to sick leave days at the end of each school year (June 30). Any employee

retiring from Caldwell Exempted Village Schools with unused personal leave shall have those unused days converted to sick leave for the purpose of severance.

## 6.02 EMERGENCY LEAVE

If an employee finds that there is a need of emergency leave due to travel conditions, a mechanical failure, an accident in the family or an accident involving family property, the employee must notify the building principal as soon as possible after the emergency arises. If the condition can be resolved within a reasonable time, the employee will report for duty. If the employee is absent from duty because of such emergency, the employee's absence will not be deducted from sick leave. Leave of this nature will not extend beyond one (1) day per school year.

## 6.03 PROFESSIONAL LEAVE

- A. Any certified employee may receive compensation and expenses for days approved by the Board of Education or designee to attend a professional meeting, and the Board of Education will provide and pay the salary of a substitute for such days. The expenses incurred by an employee shall be paid by the Board from the appropriate fund of the school district provided that receipts for expenses are furnished to the Caldwell Board of Education.
- B. Any certified employee may be approved to attend an Ohio Education Association meeting; however, representation will be limited to one (1) representative and expenses other than the substitute will be borne by the Association.
- C. Attendance and expenses at National Association meetings will be authorized only upon the recommendation of the superintendent and prior approval given by the Caldwell Board of Education.
- D. No professional day shall be allowed when the work of the schools will be unduly interrupted or hampered thereby.
- E. In order to maintain a schedule for attendance at professional meetings to be held during school time, each staff member desiring to attend a meeting, workshop seminar, clinic, etc. will be asked to file an application for attendance with the superintendent at least ten (10) days before the professional meeting is to be held.
- F. The Caldwell Board of Education agrees to consider special requests to attend professional meetings with less than ten (10) days' notice if the employee is unaware that the meeting was to be held. The Caldwell Board of Education reserves the right to ask for a copy of the meeting announcement to verify that the employee was unaware of the meeting date prior to ten (10) days.
- G. Reimbursement for Expenses
  - 1. All expense reimbursement must be submitted for reimbursement within 30 days of the date incurred on forms provided by the office of the treasurer. In extenuating circumstances, extensions may be granted. Reimbursement may be partial or full,

subject to the terms agreed to when the trip was approved. The minimum reimbursement request is ten dollars (\$10.00).

2. If travel is by privately owned vehicle, reimbursement will be made at the current IRS rate. If common carrier service including airlines is used, the ticket stubs must be attached to the forms provided to the treasurer. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. If two or more persons attend the same event, they will make every reasonable effort to save the Board money by carpooling.
3. Reimbursable expenses include:
  - a. Lodging
    - i) Single room rate for one person, not to exceed one hundred fifty-dollars (\$150/night), plus tax.
    - ii) One-half for double room rate if room is shared with another person, not to exceed one hundred twenty-five dollars (\$125/night) each, plus tax.
  - b. Meals (not included in registration costs, not to exceed \$40.00/day.)
  - c. In any event, all reimbursements must be itemized with proper receipts.
  - d. Registration fees for school-related telephone, fax, and parking will be reimbursed when properly itemized and explained. Personal entertainment expenses are not authorized.
  - e. The Superintendent must approve in writing any reimbursable expense which exceeds the limitations contained in this section. It is the responsibility of the bargaining unit member to bring to the attention of the Superintendent that expenses will exceed the limitations contained in this section. A general approval of professional leave alone will not constitute agreement to pay expenses above the limitations.
4. The employee must estimate the anticipated expenses for which reimbursement will be sought at the time of approval. Exceeding such estimate will require an explanation and may result in the denial of reimbursement above the estimated expenses by the superintendent.

#### 6.04 MATERNITY/PATERNITY LEAVE OF ABSENCE

- A. An employee who becomes the parent of a newborn child may secure an unpaid leave of absence by submitting a written request to the Board of Education thirty (30) days in advance of the date she/he wishes the leave to begin. The date for maternity/paternity leave will be determined by the employee.
- B. An employee may request leave of absence for a continuous period of time up to one (1) school year. Any maternity/paternity leave taken may also be counted as leave under the Family Medical Leave Act, if any such leave is available to the employee.

- C. Maternity/paternity leave of absence shall be without pay and shall continue through the duration of the leave time requested. Employees may use accumulated sick and or personal leave time for this period of time requested. Should the death of the child occur within said period, termination of the leave of absence shall be at the discretion of the superintendent. In all cases, the employee shall submit a written request to the superintendent thirty (30) days in advance of his/her intent to return to service.
- D. Employees asking for maternity/paternity leave of absence shall return to work at the same step in the salary schedule as when leave began, except that if such leave begins at the end of the school year, the next increment in salary shall prevail. Employees shall not accept outside employment during the term of maternity/paternity leave of absence.
- E. An employee on maternity/paternity leave of absence who elects to be absent for a full year must notify the Board of Education in writing by March 1 preceding the school year she/he wishes to return to full employment. Should the employee fail to notify the Board of Education, it shall be assumed that she/he does not plan to return to the job.
- F. An employee who has been on maternity/paternity leave of one year or more shall have priority in reassignment to vacancies for which she/he is qualified, but it is understood there is no assurance of assignment to a particular position in the school system.

#### 6.05 SICK LEAVE

- A. Each employee shall be entitled to sick leave of one and one-quarter (1¼) workdays with pay for each completed month of service; unused sick leave shall be cumulative up to two hundred forty (240) workdays. A beginning employee is advanced ten (10) days sick leave in compliance with the laws of Ohio.
- B. Any employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick leave. To receive such credit, a new employee shall present to the treasurer a certificate from the public agency in Ohio for which the employee most recently worked, stating the number of days of unused sick leave credited to that employee at the time of employment termination.
- C. Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, maternity leave, doctors' appointments, or to provide care for a family member due to illness, injury or due to a death in the employee's family. Family shall be defined as father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepmother, and stepfather. Use of sick leave on a half-day basis is authorized by the Board of Education. An employee who is father of a newborn child may request sick-leave as paternity leave if need is shown by the employee, but such leave will be granted solely at the discretion of the superintendent.
- D. When an employee is absent because of an accident incurred in the line of duty or because of occupational disease, such employee shall have his sick leave accumulation reduced by the number of days for which the Board of Education pays compensation beyond that paid by the State Industrial Commission.



- E. Credit of previously accumulated sick leave of an employee separated from public service will, upon reemployment of the individual in the public schools, be provided if such reemployment takes place within ten (10) years of the date on which the employee last terminated service.
- F. When an employee is kept from duty not on account of personal illness but by reason of quarantine ordered by the board of health, leave shall be granted under the same terms and conditions as though for personal illness, i.e., such quarantine counts the same as personal illness.
- G. Falsification of a statement for the use of sick leave may be grounds for suspension or termination of employment.
- H. When an employee has to teach remotely during a pandemic and is quarantined by a public health official (in writing), no sick leave will be deducted from their sick leave accumulation for the period specified in the letter from the public health official. Upon the Superintendent's discretion, a doctor's excuse may be accepted.

#### 6.06 SICK LEAVE DONATION

A program will be established that will allow individual employees to donate up to five (5) days of sick leave to an eligible applicant. Employees with between twenty (20) and fifty (50) days of accumulated sick leave may donate one (1) day of sick leave to an eligible applicant. Employees with less than twenty (20) days of accumulated sick leave shall not be eligible to contribute.

- A. To qualify for the donation program, an employee or a member of the employee's immediate family must have experienced a personal catastrophic illness or injury and the employee must have exhausted his/her sick leave. The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Immediate family is defined as spouse, children, or parents. The donation program cannot be used beyond the end of the school year in which application is made.
- B. The request for a donation will be considered on a case-by-case basis. A committee composed of two (2) board-appointed members and two association-appointed members and chaired by a mutually agreeable fifth member, will make a determination based upon the following criteria:
  - 1. The employee must have experienced a personal catastrophic illness or injury that has exhausted the employee's sick leave.
  - 2. The use of the donation program shall not extend past the current school year.
  - 3. All requests will be subject to responses of staff who wish to make donations to an individual approved by the committee.

4. Employees requesting consideration for the donation program must complete the request on a form to be created by the Treasurer and one copy will be submitted to the Superintendent and one copy will be submitted to the Association President.
5. An employee may receive only as many donated sick days as immediately needed up to a maximum of sixty (60) days.
6. Sick leave days donated will be irrevocably given by an employee. The days will not be credited back to the donating employee even if not used by the requesting employee.
7. The requesting employee's accumulated sick leave and personal leave days must be exhausted, advanced sick days must have been used, and the employee is not eligible for disability leave under the State Teachers Retirement System and/or Workers' Compensation. The sick leave donation program may not be used as a means of increasing retirement compensation or severance nor shall the use of the donation program prolong or prevent an employee from beginning disability retirement, service retirement or workers' compensation.
8. The employee shall submit in writing an application stating the reasons for the request of donated days along with a physician's statement pertinent to the employee's request and the projected date of return to work. Additional information may be requested by the committee if necessary to carry out its responsibilities. Failure to provide such information in a timely manner will be considered a withdrawal of the application by the employee. The association president may also apply for the use of donated days on behalf of an employee.
9. The decision of the committee is final, and the decision is non-grievable.

#### 6.07 MILITARY LEAVE

- A. Any regular employee who may enlist or be conscripted into defense forces of the United States for service or training shall be granted a military leave. He/she shall be reinstated to his/her position in the school system with full credit, including the annual increments under the salary schedule upon written request supported by honorable discharge and competent proof that said applicant is fully qualified to perform the duties of said position.
- B. Paid leave of absence will be granted every employee on military duty not to exceed thirty-one (31) days in any one (1) calendar year, whether voluntarily taken or by military order and whether consecutive days or in broken lot of days, which individual might be entitled. This includes active and temporary military duty in the U.S. Armed Forces reserves, Ohio National Guard, or militia.

#### 6.08 BEREAVEMENT LEAVE

- A. Leave may be granted in case of the death of a member of the employee's family or relative, as follows:

1. In the case of the death of a relative in the first degree (father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepmother, and stepfather), for not more than five (5) days, (of which 2 will not be deducted from sick leave accumulation), except in any instance the superintendent in his discretion may extend the five (5) days any length of time within reason.
  2. In the case of the death of a relative in the second degree (brother-in-law, sister-in-law, cousin, aunt, uncle, nephew, etc.), for not more than one (1) day, except in any instance the superintendent in his discretion may extend the one (1) day any length of time within reason.
  3. In the case of death of a person not related to the employee, one-half (½) day for the purpose of attending the funeral, except in any instance the superintendent in his discretion may extend the one-half day any length of time within reason.
- B. Leave granted in any of the above cases shall be deducted from sick leave accumulation, with the exception of the language identified in A1 (2 days).

#### 6.09 LEAVE OF ABSENCE

- A. A leave of absence may be granted by the Board of Education to a professional employee on the recommendation of the superintendent in conformance with provisions of law. Employees granted such leave shall not be paid their salary nor receive fringe benefits during the term of absence but shall be returned to full employment at the termination of the leave at the same salary paid to such employee at the time the leave was started, except that if such leave begins at the end of a school year the next increment in salary schedule shall prevail. Such leave shall not exceed two (2) semesters. The employee shall give written notice to the Caldwell Board of Education by March 1, preceding the school year he/she wishes to return to full employment. Should the employee fail to so notify the Board of Education, it shall be assumed that he/she does not plan to return to the job.
- B. An employee on leave of absence may remain on the group hospitalization plan providing he/she pays his own premium each month.

#### 6.10 COURT SERVICE

- A. In accordance with the provisions of Section 2313.34 of the Ohio Revised Code, any teacher who receives a notice to appear before the Jury Commission for examination to serve as a juror must accept his/her obligation to serve on the jury.
- B. The Board of Education will make provisions for payment of the teacher's salary for absence while serving as a juror, witness, or observer with a vested interest. The employee will receive the difference between his/her regular compensation and the remuneration received by him/her for serving as a juror.
- C. An employee who is absent in response to a subpoena in a case in court shall have deducted from his/her salary the amount of any witness fee or other compensation,

exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee to the treasurer.

6.11 ASSAULT LEAVE

- A. A teacher who is required to be absent due to physical/mental/emotional disability resulting from an assault related to the performance of the teacher's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days. The leave will become effective upon delivery to the treasurer of a signed statement on forms prescribed by the treasurer. Such statement will indicate the nature of the injury, the date of occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- B. Full payment for assault leave, less worker's compensation and any other Board-approved financial remuneration, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the treasurer. Falsification of this information is grounds for dismissal under Ohio Revised Code Section 3319.16.
- C. When the teacher exhausts the assault leave, he/she may use sick leave. If the sick leave and assault leave provided herein become exhausted, the teacher may apply for further assault leave. The Board of Education shall determine if additional assault leave is to be granted. If the assaulted teacher becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the teacher's employment by this district ceases, this leave provision shall no longer apply.

6.12 ADOPTION LEAVE

A teacher adopting an infant child (i.e., twelve (12) years or less) will be entitled upon request to a leave of absence without pay. The leave may commence at any time during the first year after receiving de facto custody and if necessary, in order to fulfill the requirements for adoption. Leave of this nature shall not exceed a total of one (1) year. Early termination of adoption leave may be granted at the discretion of the superintendent.

6.13 SICK/PERSONAL LEAVE BONUS

Any bargaining unit employee who uses two (2) days or less of sick/personal leave during a school semester, shall receive a bonus according to the following table, payable within thirty (30) days of the last day of the semester. All applicable taxes and withholdings shall be deducted. Days donated under Section 6.06 shall not be considered as used by the employee.

<u>Number of Days Missed</u>	<u>Bonus</u>
2	\$200
1-1 ½	\$250
0 - ½	\$300

**ARTICLE 7**  
**TEACHING CONDITIONS**

7.01 **TEACHER WORKLOAD**

- A. The Board shall comply with the minimum staffing requirements as established in statutes and/or regulations.
- B. When teachers of special subjects are assigned to instruct a total classroom unit (physical education, art and music, e.g.), the regular classroom teacher need not remain in the classroom.
- C. The Administration will endeavor to schedule class size in a balanced manner. Mainstreamed and inclusion students enrolled in a class will be included in determining the class size. Students shall not be reassigned to another classroom during the school year unless there is a meeting with the teacher prior to the reassignment.

7.02 **TEACHING ENVIRONMENT**

- A. If not required for other uses, the Board will make available at least one (1) room per building which will be reserved for use as a faculty room only. The Board will furnish that room to the extent that funds permit.
- B. The Board shall attempt to maintain safe and healthful conditions as determined by State health and industrial standards. Conditions which a teacher feels are unsafe or unhealthy shall be reported to the building administrator in writing. Failure to comply with this paragraph shall not be the subject of a grievance.
- C. Teachers shall have the right to remove a disruptive student from their class pending an investigation by the principal. Teachers can expect the support and cooperation of their principal in resolving disciplinary matters.

7.03 **PLANNING PERIODS**

- A. All teachers shall have a minimum of thirty (30) consecutive minutes free for lunch each day, during which time he/she shall not be required to perform any school activities. Teachers may leave the building during the lunch period. Teachers may also leave during planning time if the proposed activity is to the benefit of the instructional program and a one class period advanced notice is given to the building principal.
- B.
  - 1. The Board shall provide each secondary classroom teacher one planning period during the contract day of the same length as the regular class period.
  - 2. Elementary teachers shall be provided one planning period per day of forty (40) consecutive minutes during the teacher contract day. Such planning period will not be routinely interrupted. Should the administration find it necessary to interrupt a planning period, forty-eight (48) hours advanced notice will be given, if possible.

#### 7.04 SCHOOL CALENDAR

The Caldwell Board of Education agrees to consult with a committee of four (4) teachers selected by the Caldwell Teachers Association in the formation phase of the annual school calendar. Final authority for the establishing and adoption of the school calendar rests solely with the Board of Education.

#### 7.05 WORKDAY/WORK YEAR

- A. Upon request, the Board will attempt to provide school time for the purpose of Association sponsored in-service faculty meetings if it does not disrupt already scheduled duties or meetings.
- B. The Board shall schedule parent-teacher conference days. If such conference days are longer than the regular school hours, compensatory time shall be given.
- C. The contractual year is based on 183 days. The normal teacher day shall be no longer than seven (7) hours and ten (10) minutes. Bus duty shall be considered part of the teacher day. When a teacher has bus duty in the morning, their ending time shall be an equal number of minutes early. When a teacher has bus duty in the afternoon, their beginning time shall be an equal number of minutes late. This provision shall not apply when there is a scheduled meeting as per Article 7. However, the Association recognizes that teachers have traditionally been required to perform some duties beyond the established workday and that teachers will continue to perform such duties. Building or district staff meetings shall not be counted in computing teacher workday. Within the contractual year, two (2) days shall be given for professional growth in-service and one day for teacher records. One day at the beginning of each school year shall be dedicated for teacher preparation with no scheduled meetings or trainings.
- D. Faculty meetings may be held for the purpose of conducting business that contributes to the overall operation of the school.
  1. Building faculty meetings may be scheduled on a regular basis not to exceed one (1) per month during the school year and with forty-eight (48) hour notice. Special meetings may be called by the building's administration if an emergency situation should occur, and it is not reasonable to wait to transact action or discussion until the next regular meeting. In case of prior commitment, teachers may be required to attend special meetings unless excused by the building principal.
  2. Attendance by the faculty at regularly scheduled meetings is required. Staff assigned to two buildings shall attend faculty meetings on alternating basis. The staff member and building principal shall establish a rotation.
  3. A meeting agenda will be released to faculty members twenty-four (24) hours prior to a regular scheduled faculty meeting. Faculty members who wish to place an item on the agenda should submit it to the building principal the day prior to the regular meeting.

4. A general staff meeting in the school district shall be called and held on the same day only if deemed necessary by the superintendent.
5. In addition to regular building faculty meetings, no more than two (2) meetings, defined as DLT, BLT, and special education faculty, per month shall be scheduled. Additional compensation for said meetings shall be a maximum of thirty dollars (\$30.00) for any meeting during a prep period or beyond the scheduled workday. Meetings shall be no longer than one (1) hour in length.

All meetings will be no longer than 1 hour past the teachers scheduled contractual work day.

6. Work on initiative approved by the Strategic Planning Committee beyond the scheduled workday shall be paid at thirty dollars (\$30.00) per hour.
- E. All teachers will be allowed a records day at the end of the first semester and at the end of the school year. This will be a full, uninterrupted day. In addition, professional development days at the end of the 1<sup>st</sup> and 3<sup>rd</sup> nine weeks will have no more than 2.5 hours of professional development in those days, unless calamity hours are needed, in which case, instructional hours will supersede professional development/records day.

#### 7.06 HOME TUTORING AND SUMMER SCHOOL POSITIONS

Home tutoring/summer school/evening positions (for after school hours or during the summer) shall be offered to current bargaining unit members before any new personnel are hired for these positions. Home tutors/summer school teachers will be compensated at the rate of \$25/hour.

#### 7.07 TRANSPORTING STUDENTS

A teacher, with the approval of the building principal, is permitted to transport school equipment and supplies in his/her personal automobile. The teacher shall be covered by the Board's liability insurance.

#### 7.08 INDIVIDUAL RIGHTS

- A. Teachers will pay a \$2.00 activity fee in return for a general admission season ticket to all sponsored school activities.

#### 7.09 DISCIPLINE

- A. Discipline shall be defined as an oral reprimand, written reprimand, suspension, or termination.
- B. A bargaining unit member will only be disciplined in a private meeting with his/her administrator(s).
- C. The bargaining unit member will be provided an opportunity to be accompanied by a representative of his/her choice. If the teacher is unable to secure representation for a

reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation. Any additional time shall not be unreasonable in length.

- D. No disciplinary action will be taken against any teacher except for just cause.
- E. Termination of a teacher contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

#### 7.10 PERSONNEL FILES

- A. An official personnel file shall be maintained in the superintendent's office for each teacher.
- B. Access to personnel files shall be in accordance with the Ohio Public Records Act, Ohio Revised Code 149.43. When an individual other than Board members, administrators, confidential central office personnel, Board legal counsel, the teacher, and any authorized representatives of the listed persons desires access to a bargaining unit member's personnel file, written notice stating who requested such access will be provided to the involved employee within twenty-four (24) hours by placing a notice in first class mail, or by placement in the employee's school mailbox.
- C. No anonymous complaint critical of a teacher shall be included in the file.
- D. If a teacher disputes the accuracy, relevance, timeliness, or completeness of information in his/her personnel file, he/she shall request the superintendent to conduct an investigation in accordance with Section 1347.09 of the Ohio Revised Code. Any claim under this article shall be processed solely in accordance with Section 1347.09. Article III of this contract shall not apply to this article.
- E. If the teacher is not satisfied with the administration's determination of his or her claim submitted in accordance with D, the teacher may include in the file a brief statement setting forth his/her position on the disputed information.
- F. A teacher may request and shall receive at his/her expense a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or reference.
- G. Items to be maintained in the personnel file of a bargaining unit member are:
  - 1. Official transcripts of college work
  - 2. Copy(ies) of certification authorized by the State Department of Education.
  - 3. Copies of Observation-Evaluation reports
  - 4. Copies of general conference reports
  - 5. Anecdotal records
  - 6. Record of employment including assigned duties, regular and supplemental, years of service in the district, and other pertinent employment information
  - 7. Prior employment verification
  - 8. Selective Service records/military records
  - 9. Salary notices



10. Letters of merit or awards

H. Records of discipline will be moved from personnel files to a separate file five (5) years from the date they were recorded in the personnel file.

7.11 USE OF CAMERAS

Observations for the purpose of evaluation will not be electronically recorded unless required pursuant to the Resident Educator program. Moreover, surveillance camera video will not be used for purposes of conducting observations pursuant to this Article.

Surveillance camera video shall not be used as the initiating cause for investigation regarding discipline. It shall only be used to confirm or deny reasonable suspicions (for example, a complaint has been filed regarding a specific event) of behavior subject to discipline. Bargaining unit members shall be aware of the accusation prior to video begin viewed and shall be present when viewed by administration.

**ARTICLE 8**  
**VACANCIES, TRANSFERS AND ASSIGNMENTS**

8.01 TEACHING ASSIGNMENT

A. The Board will make every effort to assign each teacher to his/her certified teaching fields. Only in emergency circumstances may a teacher be assigned in a related field. This assignment will be only for a period of time required to locate and hire a properly certified teacher, not to exceed one (1) school year.

B. Teachers who will be affected by a change in grade assignment in the elementary grades or by changes in subject assignments in the secondary grades shall have an opportunity to discuss the change with the principal or superintendent prior to the final decision.

8.02 VACANCIES

When vacancies occur within the district, qualified staff members currently in the district's employ will be considered before outside applicants. Notice of certificated/licensed vacancies and newly created positions shall be announced through faculty memoranda and/or posting in the schools. Teachers desiring the announced positions have five (5) days from the date of announcement to indicate their interest to the administration. All applicants shall be interviewed for the vacancy. During the days outside the adopted school calendar, such announcements shall be made through the all-call system and school website. Additionally, staff members interested in potential openings shall provide the central office with a home email address or cell phone number for text message notification by the last staff day of the year. The Board also agrees to mail to the address on file in the treasurer's office announcements to all teachers on leave of absence. When feasible, the transfer shall be according to seniority. Seniority will be the major criteria; however, other criteria must be considered. A change in title or position of existing staff shall not be considered a vacancy or newly created position.

- A. Seniority as referred to in this Master Agreement is defined under Article 11.05, A.
- B. Vacancy is defined as any newly created position, or positions left vacant by resignation, retirement, death, dismissal, termination, or non-renewal.
- C. In the event that an internal applicant is denied a position for which the teacher has applied, and upon written request of the applicant, reasons for the denial will be forwarded in writing via U.S. mail to the home of the unsuccessful applicant. The letter, and specifically the reasons stated therein, shall not be grievable. The letter shall not become part of any official file.
- D. When a vacancy occurs during the school year, the Superintendent may temporarily fill or assign a person to the vacancy without following the provisions of this section. If the position is continued, the temporary assignment will conclude at the end of the academic year with the posting of the vacancy in accordance with this section.
- E. When an administrative position (outside of the umbrella of the Caldwell Teachers Association) becomes available, the position will be posted to CTA 3 days prior to the public posting. Applicants within CTA will still be required to apply with the same deadline as the public posting.

#### 8.03 VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Those teachers requesting a change of assignment outside their building will specify the building, grade level or subject area. When vacancies meeting the specific request are available, the teacher requesting the change will be notified.
- B. Each teacher requesting a change of assignment will be given the opportunity to discuss vacancies with the superintendent or building principal.
- C. Consultation with the teachers directly involved is encouraged.

#### 8.04 INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. When an involuntary transfer or assignment is necessary, the initial notification shall be made during a personal conference between the teacher and a principal.
- B. Notification in writing stating the reason for the transfer shall be made to the person being transferred prior to the transfer.
- C. Staffing needs will be published during the school year as soon as they are known.
- D. When reassignment is necessitated by reduction in enrollment or sign ups, the teachers at the grade level or department may discuss the transfer with the principal. If an agreement cannot be reached on a voluntary transfer, the reassignment will be made on the basis of certification and educational qualifications. The superintendent of schools will make all reassignments.
- E. In no event will the transfer be mandatory prior to three (3) days after the conference.

- F. Teachers will have an opportunity to meet with the building principal where there are vacancies.

8.05 AUTHORITY TO TRANSFER

The superintendent of schools shall have the sole authority to assign and transfer teachers and other employees under his/her supervision pursuant to Section 3319.01 of the Ohio Revised Code.

**ARTICLE 9**  
**EMPLOYMENT STATUS**

9.01 INDIVIDUAL CONTRACTS

All teachers employed by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:

- A. Name of teacher.
- B. Name of school district and board of education.
- C. Type of contract, limited/continuing; duration, if limited.
- D. Salary will be determined by applying degree and experience for placement on the negotiated salary index.
- E. Place for the signature of the Board president, Board treasurer, and teacher.

Effective July 1, 2021, any employee hired with more than ten (10) years' experience shall be placed on Step 10. After five (5) years of successful employment with Caldwell Exempted Village Schools as evidenced by the evaluation procedure, they shall then be moved to the step which represents all previous experience prior to Caldwell Exempted Village Schools and time teaching in Caldwell Exempted Village Schools. Any employee currently teaching and hired at less than their full years teaching experience shall be placed at their full years' experience upon ratification of this contract or upon five (5) years successful employment with Caldwell Exempted Village Schools, whichever is applicable.

9.02 SEQUENCE OF LIMITED CONTRACT ISSUANCE

The sequence of limited contracts shall be 1 year, 1 year, 2 years, and 5 years thereafter. The Board may reemploy a teacher on a limited contract for fewer years than set forth in this provision if the Board or administration determines that a teacher's performance is not satisfactory as set forth in a written evaluation which specifies the deficiencies.

9.03 CONTINUING CONTRACTS

Continuing contracts shall be issued in accordance with ORC 3319.11. If a teacher wishes to apply for a continuing contract while on a multi-year contract, they must notify the superintendent by September 1<sup>st</sup> so the teacher may be placed on the evaluation list. Said teacher will be evaluated according to Article 10. If no deficiencies are found, the teacher will be awarded the continuing contract.

9.04 TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

9.05 NON-RENEWAL OF REGULAR LIMITED CONTRACT

- A. The procedures set forth in this article shall be the sole procedures utilized by the Caldwell Exempted Village School District for the non-renewal of limited contracts issued to members of this bargaining unit. The parties specifically intend that these procedures shall supersede Ohio Revised Code 3319.11 and 3319.111.
- B. Prior to recommending non-renewal of a teacher's contract, the superintendent shall notify the teacher of his proposed recommendation and offer the teacher the opportunity to meet and discuss the recommendation with him. A teacher who has completed three (3) years of service in the district shall also have the opportunity to discuss the superintendent's recommendation with the Board. The teacher may be accompanied by a representative at this meeting.
- C. Failure to follow the procedure listed above and the procedures in Article X may be grieved. Neither the superintendent's recommendation nor Board action on the recommendation shall be grievable or arbitrable, except with respect to the violations of procedures, referenced in the first sentence of this paragraph, which may be grieved at the time of the act or omission or at the time of nonrenewal.

9.06 REHIRE OF RETIRED TEACHERS

- A. Teacher retirement followed by reemployment with the Board of Education assumes that both the Board and teacher will benefit. The Board will gain through savings and reduced salary and benefits. The teacher will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (reemployment of retired teachers), the following provisions shall apply.
- B. Salary  
Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The initial placement on the teacher's salary schedule of a retired teacher who the Board chooses to reemploy shall be at experience step 5 in the appropriate column for education achievement.
- C. Contract of Employment  
Contract sequence and language for retire/rehire teachers will be the same as Section 9.02. The Board reserves the right to terminate any contract at the end of the contract term without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

D. Reduction in Force/Seniority

Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority in the bargaining unit for any purpose. Retired teachers reemployed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

E. Severance Pay

A retired teacher reemployed by the Board cannot receive severance pay from the District.

F. Insurance

Retired teachers employed by the Board will receive insurance benefits at the “single plan rate.” If the retired teacher employed by the Board wishes to receive family plan benefits they may do so by paying the Board the difference between the cost of the single plan and the cost of the family plan.

G. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16, 3319.17, the terms of this article prevail and will be applied to retired teachers reemployed by the Board.

**ARTICLE 10**  
**EVALUATION**

10.01 EVALUATION RIGHTS

Teachers shall be evaluated pursuant to the requirements of R.C. 3319.11 and 3319.111, board policy and the procedures set forth herein.

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.
  2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.
- B. The District shall not conduct an evaluation for any teacher who:
1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
3. Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;
4. Is a substitute teacher.

## 10.02 PROTOCOL

- A. At least one (1) observation will occur each semester, except in situations where there is an unforeseen or extended absence of the teacher or evaluator which interferes with ability to conduct the observation. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least fifteen (15) workdays between observations.
- B. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at last fifteen (15) working days following the second post observation conference. The third formal observation shall be completed no later than April 15<sup>th</sup>.
- C. One (1) formal observations shall occur in a year in which a teacher is not on an evaluation cycle.
- D. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.
- E. A teacher may request a formal observation at any time in addition to those required by this procedure.
- F. All formal observations shall be announced.
- G. Observations will not be electronically recorded unless required pursuant to the Resident Educator program.
- H. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.
- I. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.
- J. The Superintendent shall annually file a report to the ODE including only the following information:

- a. the number of teachers for whom evaluation was conducted;
  - b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.
- K. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

#### 10.03 CRITERIA FOR PERFORMANCE ASSESSMENT

- A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix A of this contract.
- B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.
- C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
- F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.
- G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- H. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

#### 10.04 OBSERVATION CONFERENCES

- 1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-

observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form Appendix B.

2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than seven (7) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.
3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

#### 10.05 WALKTHROUGHS

- A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:
  1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;
  5. Classroom environment;
  6. Student engagement;
  7. Assessment;
  8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- B. The walkthrough shall be at least eight (8) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) workdays following the walkthrough.
- D. At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.
- E. No more than four (4) walkthroughs shall be conducted in each evaluation cycle.
- F. Walkthroughs shall not disrupt the learning environment in the classroom.
- G. Teachers may request a walkthrough at any time.



## 10.06 HIGH QUALITY STUDENT DATA (HQSD)

- A. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.
- B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.
  - 1. When utilizing a vendor assessment, the District shall assess the financial impact on the budget and provide a copy to the Association President not less than sixty (60) days prior to Board consideration.
  - 2. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.
  - 3. All new vendor assessments shall be piloted for three (3) years prior to being used as a source of HQSD, subject to the following;
    - a. Participation in the pilot is voluntary.
    - b. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.
    - c. Teachers participating in the pilot shall be provided eight (8) of hours of release time to train, meet, and reflect on the vendor assessment each year of the pilot.
    - d. An assessment by the Evaluation Committee shall occur in May of each school year.
    - e. The committee shall provide a recommendation whether to implement the vendor assessment as a SGM to the Superintendent and Association President by May 1 of the third year of the pilot.
- C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
  - a. Knowledge of the students to whom the teacher provides instruction;
  - b. The teacher's use of differentiated instruction practices;
  - c. Assessment of student learning;
  - d. The use of assessment data;

- e. Professional responsibility and growth.
- D. No Evaluation Factor shall be impacted by student performance on a test or tests.
- E. HQSD shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

#### 10.07 PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

- A. Professional growth and improvement plans shall be developed as follows:
  - 1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
  - 2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
  - 3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
  - 4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
  - 5. If a teacher and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the teacher may request a teacher mentor/coach, or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
- B. The board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.
- C. A teacher in their first year of employment with the District shall not be placed on an improvement plan.
- D. The improvement plan shall include:
  - 1. Specific, measurable instructional practices to be observed;
  - 2. Specific, evidence-based resources, and assistance to be provided;
  - 3. Clearly articulated timelines for the completion of the plan; and
  - 4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

5. Shall utilize the form found in Appendix C of this agreement.
- F. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.
- G. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

#### 10.08 MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

- A. The District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.
- B. Role of the Mentor Teacher
  1. The mentor teacher shall possess continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.
    - a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.
    - b. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.
    - c. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.
    - d. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.
  2. Release Time/Compensation
    - a. Each mentor teacher shall be granted all release time and/or compensation as per RESA program.
  3. Protections
    - a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.
    - b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.
    - c. No mentor teacher shall be requested or directed to divulge information from

the written documentation or confidential mentor/mentee discussions.

- d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised two (2) times by the mentor teacher or the teacher.
- f. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
- g. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

#### 10.09 FINALIZATION OF EVALUATION

##### A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

##### B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.
5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
8. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information is transmitted outside of the District.

10.10 OTES COMMITTEE

The LPDC shall meet at least annually, and otherwise as needed, to do the following:

1. To review and recommend changes of the OTES Policy to the Superintendent.
2. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
3. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

4. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

#### 10.11 EVALUATOR DESIGNATION

- A. An Evaluator must be a full-time, credentialed, contracted employee of the Board.
- B. The Evaluator assigned to the teacher will conduct the formal observation(s), any evaluation-related conferences and will complete the final evaluation. If any unforeseen emergency occurs, and a change in evaluator is required, the teacher will be notified of the change.

A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

- C. Evaluator assignments shall be made pursuant to the following requirements:
  1. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.
  2. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.
  3. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
  4. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.
- D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.
- E. Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment following his/her removal.

#### 10.12 DISAGREEMENT

- A. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative

evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

- B. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.
- C. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
- D. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
- E. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.
- F. The Board shall amend its evaluation policy to conform to the terms of this agreement.
- G. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within thirty (30) days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 2 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

#### 10.13 PERSONNEL ACTION

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) evaluation cycles have been completed.

**ARTICLE 11**  
**REDUCTION IN STAFF**

11.01 DEFINITION

A Reduction in Force shall be defined as the reduction of a position in the bargaining unit.

11.02 REASONS FOR REDUCTION

When necessary, the Board may make a reasonable reduction in the number of teaching positions, but such reductions shall be limited to such reasons as:

- A. Return to duty of regular teachers after leaves of absence including suspension of schools;
- B. Territorial changes affecting the district;
- C. Financial reasons; or
- D. Decreased enrollment of pupils in the district.

11.03 NOTIFICATION

- A. Having made a determination that such reduction is to be made for the above reasons, the superintendent shall inform the Association in writing of the decision at least thirty (30) calendar days prior to the Board meeting at which action shall be taken on the reduction.
- B. The superintendent will meet with Association representatives and review the reasons of the proposed Reduction in Force and its impact, if requested by the Association within ten (10) days of the receipt of the notification. The meeting will take place within five (5) days of the request unless the date is mutually extended.
- C. The Association shall receive a list of all teachers that includes the type of contract the teacher holds, present teaching assignment, and seniority status.

11.04 PROCEDURE

All reduction of staff pursuant to this policy shall be made as follows:

- A. Reductions shall first be made by not filling positions vacated by termination, non-renewal (excluding teacher's working with a temporary certificate/license), voluntary resignation, retirement, or death as limited by the curriculum and state mandated requirements.
- B. If additional reductions of personnel are necessary they shall be by the following:
  - 1. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching



field affected, give preference to Teachers on continuing contracts. The Board shall not give preference to any Teacher based on seniority, except when making a decision between Teachers who have comparable evaluations.

2. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- C. Teachers will be considered to have “comparable evaluations” unless the Teacher has an “Ineffective” rating or is on an improvement plan.
- D. Displacement rights shall be the right to displace a teacher in another teaching field with less seniority, provided that the displacing teacher actually holds a valid non-temporary teaching certificate for that teaching field, which certificate is effective for the entire next school year. A teacher displaced under this section shall have displacement rights hereunder as well, and so on. If displacement of a teacher is determined to violate Ohio law according to the Noble County Court of Common Pleas, the local appellate district or the Ohio Supreme Court, the parties agree that displacement rights will no longer be a provision in this contract.

#### 11.05 SENIORITY DEFINITIONS

- A. Seniority - Shall be defined as the continuous service or employment of a teacher beginning with the date of Board action to hire as a regular teacher. If two or more teachers are hired at the same board meeting, placement on the seniority list will be determined in the following manner: 1) The Board will have a single suit of cards with the aces removed (12 cards) spread out face down on the table. 2) All affected teachers will simultaneously select a card. The teacher with the highest card will be the most senior on the seniority list. The teacher with the second highest card will be the second most senior and so on until all are placed on the seniority list. The order from highest to lowest shall be King, Queen, Jack, 10, 9, 8, 7, 6, 5, 4, 3, 2. This procedure will be done at the Board meeting where the affected teachers are hired. The Association president and the individuals involved must be present as witnesses to validate the procedure.
- B. Continuous Employment
1. All time on sick leave;
  2. All time accrued on a Board-approved leave of absence;
  3. All time while on Military Leave of Absence;
  4. All time while on disability retirement up to a maximum of five (5) years;
  5. All time during suspension of a teacher if teacher is reinstated;
  6. All time when a teacher who submits a letter of resignation is consequently reemployed by the Board for the ensuing school year. This item does not apply to rehired retirees.
  7. All time when a teacher working under a temporary certificate/license is annually non-renewed and re-employed.

C. Seniority Loss

Seniority shall be lost when a teacher:

1. Resigns;
2. Retires;
3. Leaves the employ of the Board due to non-renewal or termination of contract with the exception of item 11.05(B)(7), above.
4. A Seniority list shall be posted annually, no later than October 30 of each school year. The list shall be posted in each building and given to the Association president at the time of posting. Teachers will be placed on the list in descending order of seniority. The list shall contain all areas in which a teacher is certified/licensed to teach and said certificate or license is on file in the office of the Treasurer at the time of posting; the type of contract, whether it is continuing or limited and the date of the Board action to hire. Once the seniority list is posted, any objection to the list must be made in writing to the Treasurer, with a copy to the Association President within thirty (30) calendar days of the posting or the objection is waived for that school year.

11.06 RIGHTS TO RECALL

- A. A Teacher whose continuing or *limited* contract is suspended by the Board shall have the right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No Teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status, by reason of having declined recall to a position that is less than full-time or, if the Teacher was not employed full-time just prior to suspension of the Teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a Teacher, except when making a decision between the Teachers who have comparable evaluations.
- B. When a recall is made, all teachers who are next on the recall list will be notified in writing by certified mail. Within five (5) weekdays of receipt of a written offer to return to employment, the teacher shall notify, by calling collect, if necessary, the superintendent's office indicating the teacher's availability to accept the position. Within ten (10) weekdays of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher has declined the position. Any teacher who fails to respond within five (5) weekdays of receipt of such letter will lose recall rights.
- C. While on layoff, a teacher will have the option to remain as an active participant in any insurance programs, if permitted by the provider, by contributing thereto the amount necessary to maintain such insurance benefits in accordance with COBRA.

- D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as enjoyed at the time of layoff. The recalled teacher will also be given credit for any sick days and experience accrued while being employed in another qualifying job during the lay-off.
  - E. All rights of recall shall expire three (3) years after the date of suspension.
- 11.07 This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

**ARTICLE 12**  
**COMPENSATION AND BENEFITS**

12.01 PAYROLL DEDUCTIONS

All CTA members must have direct deposit.

All deductions listed in this paragraph will be deducted if the employee notifies the treasurer of the Board by October 1st of each school year.

- A. Federal, state and local taxes
- B. Life and hospital insurance
- C. Association dues/fees: The Board agrees to deduct from salaries of the teachers, dues/fees for the Association/ OEA/NEA and/or combination of such organizations, and to transmit the monies promptly to the Association president, who shall be responsible for remitting the monies to the appropriate organization. The Association will certify to the Board the current amount of membership dues. Dues/fees will be deducted in ten (10) equal installments.
- D. Tax sheltered annuities
  - 1. Any bargaining unit member wishing to participate in the payroll deduction of tax-sheltered annuities (TSA) must notify the treasurer by October 1<sup>st</sup> or May 1<sup>st</sup> in order to implement the addition of a TSA or change in the TSA amount in accordance with the procedures established by Board policy.
  - 2. The bargaining unit member remains at all times responsible for any tax consequences as a result of the employee's decision to establish or change the amount of a TSA. In the event the treasurer and/or the Board are assessed any taxes, charges, penalties or interest as a result of deductions by an employee which exceed or contravene the Internal Revenue Code limitations, those amounts shall be reimbursed by the employee to the treasurer or Board of Education.

- E. Credit Union
- F. Retirement, STRS
- G. Cancer insurance
- H. Political contributions

12.02 PAYROLL PROCEDURES

- A. The salary of an employee shall begin at the time he/she reports for duty. The salary will be equally divided over twenty-six (26) pay periods.
- B. The above schedule will remain fixed for all employees with the exception of those employees who are planning to retire or those who do not intend to return to their job in the fall. The Caldwell Board of Education authorizes the treasurer to make a lump sum payment of salary for those employees who request this type of payment if the funds are available. The treasurer shall drop from all group insurance coverages any employee who elects a lump sum payment, effective the date the treasurer signs the lump sum check.
- C. Benefits shall continue if premiums have been deducted prior to summer recess.
- D. Extended Service-Payroll Procedures

Timesheets for extended service contracted employees (excluding band) shall be submitted within 30 days of the end of the month in which the work was performed. The only exception to this requirement shall be that work performed in June must be submitted on timesheets no later than the last workday of the month. Extended service contracts shall be combined with the next scheduled bi-weekly payroll run after the payroll department receives the approved timesheet.

Teachers will be paid their extended service day per diem per current practice.

12.03 STEP FREEZE REMEDY

The step freeze from 2012-2013 contract year will be remedied on July 1, 2024. Eligible teachers are those who meet all of these criteria:

1. were employed by the Board in paid status for 120 days or more during the 2012-2013 school year;
2. have been employed by the Board without interruption since the 2012-2013 school year, including for 120 days or more in paid status during the 2023-2024 school year; and
3. remain employed by the Board in paid status as of July 1, 2024.

Eligible teachers will receive one year of service credit on the salary schedule at the start of the 2024-2025 school year, and thereafter. The parties recognize that the year of service in the District during the freeze will not be otherwise factored into the salary schedule.

12.04 The base salary shall be:

2024-2025	\$37,498	(4%)
2025-2026	\$38,998	(4%)
2026-2027	\$40,558	(4%)

SALARY SCHEDULE

A. SALARY INDEX

<b>Step</b>	<b>BA</b>	<b>150</b>	<b>MA</b>	<b>MA +15</b>
0	1.0000	1.0600	1.1200	1.1800
1	1.0423	1.1065	1.1707	1.2349
2	1.0846	1.1530	1.2214	1.2898
3	1.1269	1.1995	1.2721	1.3447
4	1.1692	1.2460	1.3228	1.3996
5	1.2115	1.2925	1.3735	1.4545
6	1.2538	1.3390	1.4242	1.5094
7	1.2961	1.3855	1.4749	1.5643
8	1.3384	1.4320	1.5256	1.6192
9	1.3807	1.4785	1.5763	1.6741
10	1.4230	1.5250	1.6270	1.7290
11	1.4653	1.5715	1.6777	1.7839
12	1.5076	1.6180	1.7284	1.8388
13	1.5499	1.6645	1.7791	1.8937
14	1.5922	1.7110	1.8298	1.9486
15	1.6345	1.7575	1.8805	2.0035
18	1.6768	1.8040	1.9312	2.0584
19	1.7192	1.8505	1.9819	2.1133
20	1.7615	1.8970	2.0326	2.1682
23	1.8038	1.9435	2.0833	2.2231
26	1.8461	1.9900	2.134	2.278

B. CALDWELL EXEMPTED VILLAGE SCHOOL DISTRICT  
2024-2025 Certified Salary Schedule

Base: \$37,498

**SALARY SCHEDULE 2024-2025**

<b>Step</b>	<b>BA</b>	<b>150</b>	<b>MA</b>	<b>MA + 15</b>
0	37,498	39,748	41,998	44,248
1	39,085	41,492	43,899	46,307
2	40,671	43,236	45,801	48,366
3	42,257	44,979	47,702	50,424
4	43,843	46,723	49,603	52,483
5	45,429	48,467	51,504	54,542
6	47,016	50,210	53,405	56,600
7	48,602	51,954	55,306	58,659
8	50,188	53,698	57,208	60,718
9	51,774	55,441	59,109	62,776
10	53,360	57,185	61,010	64,835
11	54,947	58,929	62,911	66,894
12	56,533	60,673	64,812	68,952
13	58,119	62,416	66,714	71,011
14	59,705	64,160	68,615	73,070
15	61,291	65,904	70,516	75,128
18	62,877	67,647	72,417	77,187
19	64,467	69,391	74,318	79,246
20	66,054	71,135	76,219	81,304
23	67,640	72,878	78,121	83,363
26	69,226	74,622	80,022	85,422

C. CALDWELL EXEMPTED VILLAGE SCHOOL DISTRICT *(continued)*  
2025-2026 Certified Salary Schedule

Base: \$38,998

**SALARY SCHEDULE 2025-2026**

<b>Step</b>	<b>BA</b>	<b>150</b>	<b>MA</b>	<b>MA + 15</b>
<b>0</b>	38,998	41,338	43,678	46,018
<b>1</b>	40,648	43,152	45,655	48,159
<b>2</b>	42,298	44,965	47,633	50,300
<b>3</b>	43,947	46,779	49,610	52,441
<b>4</b>	45,597	48,592	51,587	54,582
<b>5</b>	47,247	50,405	53,564	56,723
<b>6</b>	48,896	52,219	55,542	58,864
<b>7</b>	50,546	54,032	57,519	61,005
<b>8</b>	52,195	55,846	59,496	63,146
<b>9</b>	53,845	57,659	61,473	65,287
<b>10</b>	55,495	59,473	63,450	67,428
<b>11</b>	57,144	61,286	65,428	69,569
<b>12</b>	58,794	63,099	67,405	71,770
<b>13</b>	60,444	64,913	69,382	73,851
<b>14</b>	62,093	66,726	71,359	75,992
<b>15</b>	63,743	68,540	73,337	78,133
<b>18</b>	65,393	70,353	75,314	80,274
<b>19</b>	67,046	72,167	77,291	82,415
<b>20</b>	68,696	73,980	79,268	84,556
<b>23</b>	70,345	75,793	81,245	86,697
<b>26</b>	71,995	77,607	83,223	88,838

D. CALDWELL EXEMPTED VILLAGE SCHOOL DISTRICT *(continued)*  
2026-2027 Certified Salary Schedule

Base: \$40,559

**SALARY SCHEDULE 2026-2027**

<b>Step</b>	<b>BA</b>	<b>150</b>	<b>MA</b>	<b>MA + 15</b>
0	40,558	42,992	45,425	47,859
1	42,274	44,878	47,482	50,085
2	43,990	46,764	49,538	52,312
3	45,705	48,650	51,594	54,539
4	47,421	50,536	53,651	56,765
5	49,136	52,422	55,707	58,992
6	50,852	54,308	57,763	61,219
7	52,568	56,194	59,819	63,445
8	54,283	58,080	61,876	65,672
9	55,999	59,966	63,932	67,899
10	57,715	61,851	65,988	70,125
11	59,430	63,737	68,045	72,352
12	61,146	65,623	70,101	74,579
13	62,861	67,509	72,157	76,805
14	64,577	69,395	74,214	79,032
15	66,293	71,281	76,270	81,259
18	68,008	73,167	78,326	83,485
19	69,728	75,053	80,383	85,712
20	71,444	76,939	82,439	87,939
23	73,159	78,825	84,495	90,165
26	74,875	80,711	86,552	92,392



E. Directors and Coordinators

Base Factor: Training and Experience level of the certified salary schedule.

The Band Director will work 40 additional service days (223 days total) in return for the 1.30:1 base multiplier, which compensates the Band Director for those days.

Career-Technical Program Instructor (6+classes)	50 days
Career-Technical Program Instructor (4-5 classes)	30 days
Career-Technical Program Instructor (1-3 classes)	15 days
Guidance Counselor	25 days
Graduate/Future workforce advisor	15 days
Gifted Coordinator/Gifted/Intervention Specialist	10 days

For the purpose of counting classes for the career technical program instructors, classes will be counted based on the number of CTE courses taught in a school year.

F. Payment for industry credential:

A committee consisting of 6 individuals (3 administrative staff members including 1 Board member, and 3 CTA members consisting of 2 Career Tech Teachers and 1 Non-Career Tech Teacher) will meet at minimum once a semester and work through current regulations and approve credentials. To constitute a meeting, all 6 members have to be present for official business, which includes voting. Members of the committee will not be paid for being a member.

Upon approval by the committee, the teacher is approved to be paid for the credential(s) at the rate and stipulations decided on by the committee. A teacher cannot be paid more than \$7,500.00/year (year being August 16-August 15). These credentials/payments will be limited to career technical program instructors.

12.05 ADDITIONAL TRAINING

Teachers who have completed additional training shall be advanced on the salary schedule in accordance with Chapter 3117.14 of the Ohio Revised Code, except those teachers who submit satisfactory evidence of completion after September 15 shall be placed on the appropriate salary schedule at the time of the first pay of the second semester of the school year in which they apply. Advancement to the “bachelor’s+15” column of the salary schedule shall be permitted only after completion of fifteen (15) semester hours of additional training hours that align with the teacher’s area of certification/curriculum as approved by the LPDC. This will be accepted at a rate of 30 contact hours being equivalent of one semester hour. These training hours must be earned after receipt of a bachelor’s degree. This definition shall apply only to employees hired after July 1, 2017.

Only those graduate level courses obtained after being placed at the “Bachelor’s+15” column on the salary index will be applied toward the attainment of a MA+15 status, provided these hours were not part of the required Masters’ Program.

For the purpose of this article, “satisfactory evidence” shall be defined as official written confirmation of completion of classes on school letterhead or an official transcript. in any event, the teacher remains responsible for providing an official transcript.

12.06 SUPPLEMENTAL CONTRACTS

- A. Teachers accepting additional responsibilities to their regular duties shall be compensated according to the schedule agreed to through negotiations between the Board and the Association and shall be provided a written supplemental contract in keeping with the Ohio Revised Code.
- B. Percentages and index numbers shall apply to the current and subsequent teacher’s salary schedule.
- C. The Board shall recognize employees for past years of service in the same supplemental position according to the following index.
- D. All supplemental contracts shall automatically expire each year without notification except those contracts the Board chooses to renew, on or before April 30.
- E. All percentages apply to the salary schedule base amount.
- F. The Board reserves the right to determine if a supplemental contract will be awarded in any given year.
- G. Kindergarten teachers upon prior approval of the Superintendent, will be paid a per diem rate for extended service for days approved when they perform screening orientation services.
- H. Bargaining unit members holding supplemental positions shall indicate yearly to the treasurer’s office how they wish to be paid for said positions. They shall have the option of a lump sum payment upon completion of duties or equally divided among paychecks.
- I A Peer Coach would be someone who has worked in Caldwell EVSD for a minimum of 5 years as a teacher. A Peer Coach would be assigned to an experienced teacher who is inexperienced at Caldwell EVSD. Assignments will be placed based on the coach’s area of expertise.

12.07 SUPPLEMENTAL SALARY SCHEDULE

<u>Position</u>	<u>0-2 years</u>	<u>3-5 years</u>	<u>6+ years</u>
Associate Athletic Director	15.00%	16.27%	17.55%
Head Football Coach	15.00%	16.27%	17.55%
Asst. Football Coach (3)	9.00%	9.76%	10.53%
Jr. High Football Coach (2)	6.00%	6.51%	7.02%
Cross Country Coach	11.00%	11.93%	12.87%
Asst. Cross Country Coach	8.00%	8.68%	9.36%
H. S. Volleyball Coach	11.00%	11.93%	12.87%
Asst. Volleyball Coach	8.00%	8.68%	9.36%

Jr. High Volleyball Coach (2)	6.00%	6.51%	7.02%
Head Basketball Coach (2)	15.00%	16.27%	17.55%
Res. Basketball Coach (2)	9.00%	9.76%	10.53%
Fr. Basketball Coach	7.00%	7.59%	8.19%
Jr. High Basketball Coach (4)	6.00%	6.51%	7.02%
H. S. Wrestling Coach	11.00%	11.93%	12.87%
Asst. Wrestling Coach	8.00%	8.68%	9.36%
Jr. High Wrestling Coach	6.00%	6.51%	7.02%
H. S. Baseball Coach	11.00%	11.93%	12.87%
Asst. Baseball Coach	8.00%	8.68%	9.36%
High School Softball Coach	11.00%	11.93%	12.87%
Asst. Softball Coach	8.00%	8.68%	9.36%
High School Track Coach	11.00%	11.93%	12.87%
Asst. Track Coach (2)	8.00%	8.68%	9.36%
Jr. High Track Coach (2)	6.00%	6.51%	7.02%
Soccer Coach	11.00%	11.93%	12.87%
Golf Coach	11.00%	11.93%	12.87%
H. S. Cheerleader Advisor	8.00%	8.68%	9.36%
Jr. High Cheerleader Advisor	4.00%	4.34%	4.68%
Asst. Cheerleading Coach	4.00%	4.34%	4.68%
Senior Class Advisor	2.50%	2.71%	2.93%
Junior Class Advisor (2)	2.50%	2.71%	2.93%
Sophomore Class Advisor	2.00%	2.17%	2.34%
Freshman Class Advisor	2.00%	2.17%	2.34%
Local Prof. Dev. Comm.	7.00%	7.59%	8.19%
Local Prof. Dev. Chair	8.00%	8.68%	9.36%
Drama Coach	4.00%	4.34%	4.68%
Vocal Music Director	6.00%	6.51%	7.02%
H.S. Yearbook Advisor	5.00%	5.42%	5.85%
H. S. Newspaper Advisor	3.00%	3.25%	3.51%
H. S. Student Council Advisor	3.00%	3.25%	3.51%
H.S. Art Club Advisor	3.00%	3.25%	3.51%
Jr. High Student Council	3.00%	3.25%	3.51%
H. S. Attendance Officer	2.00%	2.17%	2.34%
Mentor Teacher	4.00%	4.34%	4.68%
S.A.D.D. Advisor	2.50%	2.71%	2.93%
Weight Room Supervisor	3.00%	3.25%	3.51%
Jr. High Yearbook Advisor	3.00%	3.25%	3.51%
National Honor Society	2.00%	2.17%	2.34%
Head Mentor	5.00%	5.42%	5.85%
Peer Coach (5)	2.50%	2.71%	2.93%
eSports Coach	8.00%	8.68%	9.36%

Employees teaching a college credit eligible course that directly leads to student(s) earning college credit upon completion of the course, as approved by the Strategic Planning Committee, shall be granted three (3) additional days per diem salary. In lieu of the three days salary, the employee may elect to utilize the additional three (3) days or any portion thereof as professional leave. This applies to any requirements to maintain status with partner school(s). Any staff member teaching more than one college credit eligible course where credit is earned shall be entitled to one additional day's salary or personal leave as above for each additional college credit eligible course where credit is earned.

## 12.08 COMPENSATION FOR SUBSTITUTING

Teachers requested to cover classes in lieu of a substitute shall be paid \$10.00 for each class period covered and twenty-five dollars (\$25.00) if during their prep period.

## 12.09 CLASSROOM SUPPLY FUND

Funds shall be established for grade levels (K-12) for miscellaneous purchases. Strict compliance with accountability procedures including receipts for all purchases will be followed. Each teacher will receive \$85.00 per school year.

If the district is paid for a cooperating teacher hosting a student teacher from a college, the teacher will have the opportunity to either be paid via payroll (minus Board share of STRS and Medicare) or have the opportunity to put in a supply order for their classroom, equal to the stipend amount.

## 12.10 TUITION REIMBURSEMENT

A. The Caldwell Board of Education agrees to pay a reimbursement of tuition cost for successful completion of graduate level credits. The employee must be enrolled in a graduate level program leading to a Master's Degree or subsequent to receiving the Master's Degree, graduate level course work which is related to the teacher's subject area. Prior approval must be obtained from the superintendent in order to be eligible to receive reimbursement. Reimbursement will be limited to tuition for graduate level hours and not fees, special tests, books, etc. Tuition shall be paid at 50%, school year is defined as July 1 through June 30. The employee is eligible for and may receive reimbursement for tuition costs only during the fiscal year in which the quarter or semester grade is posted.

B. During any given school year, the Board will pay no more than a total of \$25,000 for tuition reimbursements. Reimbursements will be paid on a "first come, first served" basis until such time that the reimbursement maximum has been reached. In a fiscal year, an employee may not collect more than \$3,000 in tuition reimbursements. Should an employee be approved for tuition reimbursement, they must show proof of successful completion (class credit earned) by June 25 of the current school year. If proof is not shown, reimbursement will be forfeited and distributed equally among those previously approved and submitted paperwork. It is understood that the additional disbursement may exceed the \$3,000/person limit. The district will roll over up to \$5,000.00 a year of any funds leftover in the pool.

The treasurer's office will send out an email in early July of every school year, opening up the pool for bid. Requests (with the proper documentation) will be filled out and returned to the treasurer's office where they will then be approved/denied by treasurer and superintendent.

C. Employees will continue their employment in the Caldwell School District one (1) additional year for each year they receive tuition reimbursement. Should an employee fail to honor this commitment, tuition reimbursement paid for the preceding year shall be withheld from the employee's final salary settlement. A teacher not employed by a

Reduction In Force, according to Article 11, will be seen as honoring their commitment and will not have tuition reimbursement paid during the preceding year withheld from his/her final salary settlement.

#### 12.11 MILEAGE REIMBURSEMENT

The Board shall pay for authorized automobile expense incurred by employees traveling between buildings or traveling within or outside the district on official school business or to attend approved professional meetings. The rate of reimbursement will be the current Internal Revenue Service authorized rate per mile. Any change in the rate of reimbursement will apply for mileage driven on or after the date upon which the IRS makes the decision to change the IRS authorized rate per mile.

#### 12.12 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

- A. For purposes of this article, total annual salary per pay period for each teacher shall be the salary otherwise payable under this Agreement and applicable Board policies. The total annual salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as a teacher contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS teacher contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of pickup for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher. The Board's total combined expenditures for and applicable Board policies (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purposes.

#### 12.13 SEVERANCE PAY

- A. Upon retirement, employees of the Caldwell School System who have been employed by the district, the state, or any subdivision thereof for a period of at least ten (10) years, will be paid, in lump sum, an amount equal to one-fourth (1/4) of the employee's unused accumulated sick leave days. Each employee shall also be granted an additional day for

every three (3) years he/ she has spent in the Caldwell School System, without limit. For the purpose of calculation, the daily rate will be based upon the employee's final base salary, exclusive of any remuneration received through a supplemental contract. The treasurer is authorized to delay such payment, up to one hundred twenty (120) days until there is evidence that the employee is, in fact, retiring from employment in the public schools of Ohio and not merely terminating employment in the Caldwell Schools.

- B. The employee may, within the limits imposed by applicable tax regulations, elect to direct up to 95% of his/her severance pay to the employee's existing annuity plan, in which case such amount will be contributed by the Treasurer to such annuity. If there is no established annuity account, one must be opened, and deposits made into it at least five (5) months prior to retirement date.
- C. Severance pay will be paid to an employee's estate at the time of death.

12.14 INCENTIVE FOR EARLY NOTICE OF RETIREMENT

Teachers who have given written notice of intended retirement on or before March 1 of the calendar year in which they intend to retire will be paid Five Hundred Dollars (\$500.00) in their last paycheck. A written notice will state the effective date of retirement.

12.15 INSURANCE BENEFITS

A. Health Insurance

The Board of Education will pay all but \$75 of the employee's single monthly premium and \$125 of the family monthly premium. The Board of Education guarantees no less coverage for this insurance than what is offered under the current plan. The annual in-network deductible for a single member will be \$200 and the annual deductible for a family will be \$400.

If both spouses are Board employees and eligible for health insurance, spouses may elect either two (2) single plans or one (1) family plan.

For each teacher who entirely opts out from insurance coverage and whose spouse is not covered through Board employment, subject to this schedule:

<u>Family</u>		<u>Single</u>	
1 or More Opt-Outs	\$3,000	1-2 Opt-Outs	\$1,000
		3 Opt-Outs	\$1,200
		4 Opt-Outs	\$1,500
		5 or More Opt-Outs	\$1,900

A teacher who is eligible for family coverage and elects to take single coverage shall receive an annual opt-out payment of \$2,000.

A teacher who is insured through his or her spouse's or parent's employment with the Board is not eligible for an opt-out payment.

The Board will provide opt-out payments to teachers in October following the school year in which the teacher elected to waive coverage. A teacher who elects to receive an opt-out payment must submit an application received by the Treasurer by September 1 following the year in which the member elected to not receive coverage.

B. Dental Insurance

The Board of Education will pay 100% of the employee's monthly premium toward a single or family plan.

C. Prescription Drug Insurance

The Board of Education will pay 100% of the employee's monthly premium for this benefit.

D. Vision Care Insurance

The Board of Education will provide a Vision Insurance Plan selected by the Board. The Board will pay 50% of the premium, with the employee paying 50%. This is an optional plan in which any certificated/licensed employee may participate.

E. Life Insurance

The Board of Education will provide for each Association member a \$15,000 term life contract at a group rate. This insurance will take effect on the date of the first premium payment made to secure the group life contract in the new amounts.

F. IRS 125 Plan

The Board of Education shall institute an IRS Section 125 Premium-only Plan effective July 1, 1995, which shall include all employee-paid premiums (the purpose of this is to tax shelter all employee-paid premiums).

## **ARTICLE 13** **COMMITTEES**

### **13.01 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A. Purpose

The purpose of the Local Professional Development Committee (LPDC) is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by Ohio Revised Code 3319.22 and O.A.C. 3301-24 and related provisions. The LPDC shall have no authority or affect to revise, delete, add to, or modify any Article or Section of this Agreement. Actions of the LPDC shall not be contrary to the Agreement or law.

B. Composition of the Committee

There shall be four (4) Association members and three (3) members from the administration.

C. Term of Office

The term of office shall be determined by the committee.

D. Chairperson

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

E. Decision Making

A quorum shall consist of five (5) committee members.

F. Training

Members of the LPDC shall be afforded the opportunity to attend training on the functioning responsibilities and legal requirements of the LPDC. Such training will be on release time and subject to professional leave in accordance with Article IV of the Master Agreement.

G. Meetings

The LPDC shall meet as deemed necessary by the committee.

H. Compensation

Each member of the committee shall receive a stipend in accordance with Article XXIII with the supplemental payroll scheduled for June each year.

I. Committee Responsibility

The committee's responsibilities include approval of individual professional development plans for all certificated/licensed employees, as well as approval of all C.E.U.'s, coursework, workshops that could be used for professional growth.

J. Administrator (including treasurer)

Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teachers voting on the plan.

13.02 INSURANCE COMMITTEE

Three (3) members of the bargaining unit selected by the Association and three (3) members selected by the Superintendent shall serve on the District health insurance committee to explore all insurance issues and options related to District health insurances. The non-teaching bargaining unit will also be invited to participate with three (3) members on this committee. The committee will examine, research and report methods of maintaining and improving benefits as well as reducing the cost of health insurance coverage. If the committee reaches consensus on insurance changes, a recommendation will be made to the Board and Association. Material changes in insurance benefits shall be negotiated between the Association and Board of Education during the term of this Negotiated Agreement.

13.03 LABOR/MANAGEMENT COMMITTEE

A. A labor/management committee will be established upon ratification of this agreement. The committee shall meet at least once during each nine (9) week grading period or, if mutually agreed upon, more or less frequently as needed. The committee shall consist of three Administration representatives including the Superintendent and three



Association representatives, including the Association President. Either group may invite up to two additional Administration or Association representatives to attend at their discretion.

- B. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion will include but not be limited to: state and federal mandates affecting the school; the administration of this agreement; notification to the Association of changes made by the Administration that would affect the bargaining unit; dissemination of general information to the parties; discussion ways to improve educational services; scheduling and holding of open house, and other concerns that affect buildings or groups of members. This is not a forum to address individual or contractual grievances. Representatives attending the Labor/Management Committee may not change the negotiated agreement but may agree to make recommendations to their respective groups regarding issues arising during the meetings. Discussions occurring in labor management shall not be considered negotiations.
- C. The position of committee chair shall alternate between the Association's representatives and the Administration's representatives. An agenda will be prepared before each meeting and distributed to all members of the committee at least three days before the scheduled meeting. The agenda may be modified to address issues that arise unexpectedly. All meetings shall occur during non-instructional time when the representatives of both parties can attend.
- D. The Association President and the Superintendent shall meet during the first week of school to schedule a tentative number of meeting dates during the school year. The Committee is minimally required to meet four times during any school year. During the first meeting the Association President and Superintendent shall determine whether to use Federal Mediation and Conciliation Services (FMCS) training.

#### 13.04 LEVEL TEAMS

- A. Staff shall express interest in serving on the District Level Team (DLT) or Building Level Team (BLT) at the beginning of each school year.
  - 1. The DLT shall consist of one representative per grade level for elementary/middle school and subject area for high school. The superintendent shall be responsible for choosing said representative should more than one member express an interest. The committee shall remain in place for one (1) year.
  - 2. The BLT shall consist of one representative per grade level and one representative each from physical education, art, and music. The building principal shall be responsible for choosing said representative should more than one member express an interest. The committee shall rotate on a monthly basis.

#### 13.05 STRATEGIC PLANNING

The committee will be responsible for creating recommendation for mission-directed goals and establishing the yearly means by which those goals will be executed. Duties include

determining 3-5 year initiatives, building the master and daily schedules, and aligning the course of study to the mission.

The committee shall include the Superintendent, Curriculum Director, HS Principal, one (1) K-8 building principal and four (4) members selected by the CTA president/designee. The committee will meet without additional compensation for its members at mutually agreed to dates and times.

## **ARTICLE 14** **MISCELLANEOUS**

### 14.01 MISCELLANEOUS

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of R.C. 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

## **ARTICLE 15** **DURATION OF AGREEMENT**

### 15.01 WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining. Except as required by Chapter 4117 of the Ohio Revised Code, the Association and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

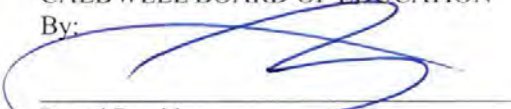
15.02 TERMS OF AGREEMENT

This Agreement shall become effective on July 1, 2024, and shall remain in full force and effect through and including June 30, 2027.

Signed by authorized representatives of the parties this 12th day of June, 2024.

CALDWELL BOARD OF EDUCATION

By:

  
Board President

  
Board Member

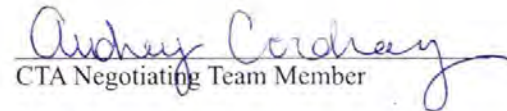
  
Superintendent

  
Treasurer

CALDWELL TA/OEA/NEA

By:

  
CTA President

  
CTA Negotiating Team Member

  
CTA Negotiating Team Member

  
CTA Negotiating Team Member

GRIEVANCE FORM

LEVEL I - ADMINISTRATION

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_

Date of the Informal Meeting \_\_\_\_\_

Statement of Grievance

Relief Sought

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Disposition of Immediate Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL II - SUPERINTENDENT

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

Grievant's/Association's Position:

Disposition of Superintendent

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

LEVEL III - BOARD

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

Grievant's/Association's Position:

Disposition of Board:

### 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.
	<b>Evidence</b>	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>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					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.
	<b>Evidence</b>	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>Connections to state standards and district priorities</b>  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 advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>	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>	<b>Planning instruction for</b>	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

FINAL March 27, 2020

Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	the whole child  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>	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,</i>	Communi- cation with students  Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.  The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.  The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.  The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.  The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication



Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<p><i>formal observation, classroom walk-throughs/informal observations, peer review</i></p> <p><b>LESSON DELIVERY</b> <i>(continued)</i></p>		<p>strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>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'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>strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>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.</p>
	<b>Evidence</b>	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.
	<b>Evidence</b>	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>Student-centered learning</b>  Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	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	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

Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		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.	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>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>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>
	<b>Evidence</b>	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
<p><b>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</b></p> <p><i>Possible Sources of Evidence: pre-conference, post-conference,</i></p>	<p>Classroom routines and procedures</p> <p>Element 5.5</p>	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.

Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	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.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>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.</p>	<p>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.</p> <p>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.</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>ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)</b>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

Appendix A continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>		<p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher analyzes 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.
	Evidence of student learning 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.
	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
PROFESSIONAL RESPONSIBILITIES	Communication and collaboration with families	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

Appendix A continued

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

Appendix A continued

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	<b>Professional learning</b>  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 appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	<b>Evidence</b>	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.

Appendix B

**Pre-Conference Planning**

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

The purpose of the Pre / Post Conference is to provide the teacher and evaluator an opportunity to discuss the Professional Teaching Standard that is selected by the teacher who was previously rated as skilled or accomplished or teacher and evaluator for those teachers rated ineffective or developing. The teacher is not required to complete this form prior to the meeting.

The evaluator will indicate whether each question was discussed by checking the appropriate box

**GENERAL INFORMATION**

**DATE OF LESSON** \_\_\_\_\_

Yes	No	
		Lesson or unit objectives
		Prior learning experiences of students
		Characteristics of the learners and learning environment
		Instructional strategies the teacher will use to meet the lesson objective(s)
		Student activities and materials
		Differentiation based on students' needs
		Assessment data to be collected to demonstrate student learning, such as the use of high-quality student data

**Notes:**

**Pre-Conference Planning**

**INSTRUCTIONAL PLANNING**

**FOCUS FOR LEARNING**

Yes	No	
		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?

**Notes:**

**KNOWLEDGE OF STUDENTS**

Yes	No	
		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?

**Notes:**



**Pre-Conference Planning**

**INSTRUCTION AND ASSESSMENT**

**LESSON DELIVERY**

Yes	No	
		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?

Notes:

--

**CLASSROOM ENVIRONMENT**

Yes	No	
		How do you demonstrate regard for student perspectives, experiences and culture?
		How do you ensure interactions are respectful and supportive?
		How do you ensure interactions are respectful and supportive?

Notes:

Appendix B continued

**ASSESSMENT OF STUDENT LEARNING**

Yes	No	
		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?

Notes:

**PROFESSIONALISM**

**PROFESSIONAL RESPONSIBILITIES**

Yes	No	
		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?

Notes:

# Appendix C

## 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.*

## Appendix C continued

### 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.*

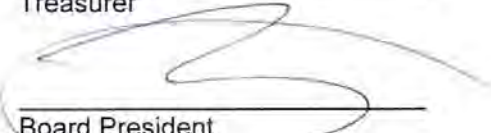
R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Caldwell Exempted Village School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Caldwell Teachers Association, effective from July 1, 2024 through June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

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

June 12, 2024