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2026-2029

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

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I. RECOGNITION

A. ASSOCIATION RECOGNITION

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

B. BARGAINING UNIT MEMBER

1. The Association shall include all certificated/licensed employees employed by the Board, including all teaching and counseling personnel, speech language pathologists, school nurses, social workers, and school psychologists.

2. This subsection shall apply to those employees first hired before or during the 2025-2026 school year. The Association shall include any certificated/licensed employees who volunteer to provide services through the Cardinal Local School District to other educational entities under a shared services arrangement with this work occurring within or outside of the geographical boundaries of the Cardinal Local School District and comprising some or all of the employee’s assignment.

3. This subsection shall apply to those employees first hired for, or after the first workday of, the 2026-2027 school year. The Association shall include any certificated/licensed employees who provide services through the Cardinal Local School District to other educational entities under a shared services arrangement with this work occurring within or outside of the geographical boundaries of the Cardinal Local School District and comprising some or all of the employee’s assignment.

4. The Association shall include occupational therapists and physical therapists if the District elects to hire employees in these positions. If the District does not elect to hire employees in these positions, the District may continue to obtain occupational therapist and/or physical therapist services from individuals or entities outside of the bargaining unit.

5. The Association shall include Building Substitutes if the District elects to hire any Building Substitutes. Building Substitutes are individuals hired to work the full school year in a specific building or multiple buildings to cover the assignments of absent members of the bargaining unit.

6. Excluded from the bargaining unit are management level employees (those individuals who have the right to hire, fire, discipline, evaluate, and/or recommend or participate in such actions), supervisory employees, confidential employees, classified employees, tutors as defined by Board policy, employees in any other bargaining unit, and Regular

Substitutes. Regular Substitutes are individuals working sixty (60) days or less in the same assignment in the same work year.

7. The Association shall include Long-Term Substitutes if the District elects to hire any Long-Term Substitutes. Long-Term Substitutes are individuals who have worked in the District in the same assignment as a substitute employee for more than sixty (60) days during the same work year. During the first sixty (60) workdays, these individuals are Regular Substitutes who are not part of the bargaining unit.

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

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

II. NEGOTIATIONS PROCEDURE

A. SCOPE OF NEGOTIATIONS

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

B. MEETINGS AND PROCEDURE

1. Requests for Negotiations - If either party desires to open negotiations for a successor CBA, it shall so notify the other party in writing not sooner than one hundred eighty (180) calendar days, and not later than one hundred twenty (120) calendar days prior to the expiration date of this CBA. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be served on the Association President. The party giving notice shall also serve a copy of the written notice, together with a copy of this CBA, on the State Employment Relations Board.

2. The parties shall simultaneously submit in writing their proposals within twenty (20) calendar days of the receipt of the written Notice to Negotiate. After the initial submission of proposals, additional items shall not be submitted by either party unless mutually agreed otherwise. Within fifteen (15) days after the parties submit their initial proposals, an initial meeting to negotiate shall occur. The traditional exchange of initial proposals may be replaced by any form of Interest-Based Bargaining only if both parties agree in writing to such a method. When possible, negotiation sessions during the school year will occur during the workday with negotiation team members released from teaching duties with no loss of pay.

3. At the time the initial request for negotiations is made and the items for discussion are mutually exchanged, a meeting place shall be determined and a timetable set up for future meetings.

4. Either team may call for a caucus at any time during a bargaining session. Normally a caucus shall not last more than thirty (30) minutes.

5. Negotiation teams shall be limited to a maximum of seven (7) members, which shall include any consultants and/or alternates.

6. The teams may mutually agree to invite other professional consultants to a specific bargaining session to provide information to both teams.

7. All bargaining sessions shall be closed to the general public.

C. AGREEMENT (T.A.)

1. When a tentative agreement is reached between both negotiation teams, the Association shall present the tentative agreement to the membership for ratification or rejection.

2. After the Association ratifies the tentative agreement, the Board will consider the tentative agreement. The motion to adopt the tentative agreement will be written into the Board's minutes.

3. After the Association ratifies and the Board adopts the tentative agreement, the Association President and the Board President shall sign four copies of the CBA and each party will receive two (2) copies.

D. DISPUTE SETTLEMENT PROCEDURE

1. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first bargaining session. Either party may submit, at any time after fifty (50) days prior to the expiration date of this CBA, all unsettled issues in dispute to mediation. The parties shall make a joint written request for mediation to one of the entities listed below in the following order unless they mutually agree otherwise:

   a. The Federal Mediation and Conciliation Service (FMCS).

   b. The State Employment Relations Board (“SERB”) Bureau of Mediation; or

   c. A mutually agreed upon private mediator or panel services if neither SERB nor FMCS is able or willing to provide timely mediation. The costs of such private services shall be shared equally between the Board and Association.

2. The parties agree that the aforementioned mediation process will constitute their exclusive mutual alternative dispute settlement procedure and shall last a minimum of twenty-one (21) days from the date of assignment of the mediator or until settlement is reached, whichever comes first. The Board acknowledges the Association's right to strike under Ohio Revised Code Section 4117.14 (D)(2).

3. It is the intent of both parties that efforts to negotiate may continue during the ten (10) day period following the Board's receipt of the Association's notice to strike.

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Contract Items - A "grievance" is a claim based upon violation, misinterpretation or misapplication of a specific provision(s) of this collective bargaining agreement. A grievance may be processed, if necessary, through Step IV.

2. An "aggrieved person" (i.e., "grievant") is the person or persons making the claim. A grievant may be a MBU, group of MBUs, or the CEA.

3. A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" as used in this procedure shall be "school days." Days used in this procedure shall be school days except where the time limits extend beyond the last teacher work day. After the last teacher work day, days will be defined as calendar days.

5. "Representative or representatives" shall be any MBU chosen by the grievant or a representative of the CEA.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may from time-to-time arise concerning provisions of the collective bargaining agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate and legal at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of a grievant and a party of interest from discussing the matter informally and to have the grievance resolved without intervention by the Association, provided that the resolution is not inconsistent with the terms of the collective bargaining agreement and that the Association has been given an opportunity to be present at such resolution and to state its views.

C. PROCEDURE

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

the failure to submit a Grievance within the time specified shall be deemed an abandonment of that Grievance; and further appeal will be barred.

1. Informal Step - If a grievant believes there is a basis for a grievance, the grievant shall first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

2. Step I - If the grievance is not resolved within five (5) days of such informal meeting, the grievant shall present a formal claim to his/her/their immediate supervisor by submitting a completed Grievance Report Form and provide a copy of the completed Form to the Association President and Superintendent. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the grievant's representative(s), if elected by the grievant, at a mutually agreeable time in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the grievant and the bargaining agent and provide a copy of the disposition to the CEA President and Superintendent. If such disposition is not timely filed, the grievance shall go to Step II.

3. Step II - If, after receiving an answer at Step I (or if no decision is rendered within the time period provided), the grievant remains aggrieved, the grievance shall be submitted to the Superintendent for a Step II decision in the matter. Such request must occur within five (5) days following the receipt of the answer at Step I. The Superintendent shall meet with the grievant and a representative of the grievant's choice at a mutually agreeable time within five (5) days following the receipt of the written grievance. Within ten (10) days of receipt of the written grievance, the Superintendent shall forward a copy of the Step II decision to the grievant and the CEA President. A copy of the Step II decision will be forwarded to the principal or administrator involved at Step I.

4. Step Ill - If, after receiving an answer at Step II (or no decision is rendered within the time period provided), the grievant remains aggrieved, the grievant and/or the Association shall, in writing, request a Step Ill hearing with the Board of Education. Such request must be made within five (5) days following receipt of the Step II decision. Copies of the grievance and Step II decision will be sent to all Board members. The Board will arrange a discussion to be held in executive session, if requested by the grievant and the topic of the grievance is an appropriate one for executive session, to be held within ten (10) days or at the next Board meeting following receipt of the discussion request, whichever is longer. If the topic of the grievance is not appropriate for executive session, the Board will notify the Association President at least five (5) days before the meeting and the Association President will have the discretion to elect to advance the grievance directly to Step IV. The grievant may be accompanied at the discussion by representatives of the Association, legal counsel, and witnesses. The Board's written decision shall be transmitted to the grievant and the Association within five (5) days following the discussion. Any official action taken by the Board will refer to the grievance by topic only.

5. Step IV - If, after receiving an answer at Step Ill (or if no decision is rendered within the time period provided), the grievant is not satisfied with the disposition, the grievant or

the Association may submit the grievance to arbitration within thirty (30) days of the receipt of the answer from Step III. The arbitrator will be selected from a panel provided by the American Arbitration Association (or another source if mutually agreed to by the parties' representatives). The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association and render a decision following the hearing. The arbitrator shall have no power to alter, add to, delete from, or modify any of the terms of this CBA. Both parties agree that the award of the arbitrator will be final and binding on all parties. The fees and expenses of the arbitrator shall be paid by the party that does not prevail in the arbitration. The arbitrator shall identify the prevailing party as part of his/her decision, and, if the decision is "split," the arbitrator shall allocate his/her fees and expenses as a part of his/her decision. Additional expenses shall be paid by the party that incurs them.

D. RIGHTS OF THE GRIEVANT

1. A grievant may appear on his/her/their own behalf or may be represented at any and all steps of the Grievance Procedure by the bargaining agent, or by counsel, or by any other person of the grievant's choice, except that the grievant may not be represented by an officer or employee of any teachers' organization other than the recognized bargaining agent.

2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.

3. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members, it may be initially submitted at Step II described herein.

4. The grievant, grievant's witness(es), and the Association President or designee shall have the right to attend the Informal Step as well as Step I, II, III, and IV level meetings/hearings without loss of pay, or having to use any accrued leaves of absence.

IV. DISCIPLINE

A. DISCIPLINE PROCEEDINGS

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

B. STANDARDS FOR DISCIPLINE

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

C. PROGRESSIVE DISCIPLINE

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

1. Step One: Verbal warning(s)

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

3. Step Three: Written reprimand(s) - will incorporate comments relative to the written warning(s) in substantiation of previous problems.

4. Step Four: Suspension(s), with or without pay.

5. Step Five: Termination.

IV. MBUS' RIGHTS AND RESPONSIBILITIES

A. CURRICULUM

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

B. MULTI-YEAR CONTRACTS

1. The Board may provide multi-year contracts to MBUs who have taught three (3) or more consecutive years in the Cardinal Local School District but who do not meet the requirements for a professional educator, senior professional educator, or lead professional educator license.

2. Any MBU currently employed under a multi-year contract who becomes eligible for a continuing contract shall be considered for said contract at the May Board meeting following the MBU requesting such consideration.

C. CONTINUING CONTRACT

Subject to changes in applicable state law, teachers are eligible to apply for continuing contract status if the teacher holds one of the following: a professional teacher’s license, permanent teacher’s license, life teacher’s certificate, senior professional license or lead professional license AND the teacher meets the following conditions depending upon the issuance of their certificate or license:

1. If the teacher's certificate or educator license was initially issued PRIOR to January 1, 2011, the teacher has completed one of the following:

   - The teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license

     OR

   - The teacher held a master's degree at the time of initially receiving a teacher's certificate or educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license

2. If the teacher's certificate or educator license was initially issued ON OR AFTER January 1, 2011:

   - The teacher has held an educator license for at least seven years.

   - The teacher has completed one of the following:

   The teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license

   OR

   The teacher held a master's degree at the time of initially receiving a teacher's certificate or educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license

3. AND the teacher meets one of the following conditions related to length of service in the Cardinal Local Schools:

   - The teacher DID NOT obtain continuing contract status in another Ohio district and has taught within the Cardinal Local Schools for at least three of the last five years

     OR

   - The teacher DID obtain continuing contract status in another Ohio district and has two years of service in the Cardinal Local Schools.

Only MBUs employed half-time or more by the Board shall be eligible to be considered for a continuing contract. To be eligible to be considered for a continuing contract, the MBU must notify the Superintendent of his/her eligibility to be considered for a continuing contract by the November 15 preceding the May meeting in which the Board would consider

the matter. Failure to submit notification to the Superintendent by November 15 of the member's intent to be considered for continuing contract status will be considered a voluntary waiver of continuing contract status eligibility for the succeeding school year. A MBU has the right to withdraw the request for continuing contract at any time prior to the May Board of Education meeting without adverse consequences.

D. PROFESSIONAL DEVELOPMENT PLANNING COMMITTEE

The parties affirm the importance of professional development programs to the professional growth of the District's teaching staff. A Professional Development Planning Committee ("PDPC") shall be created that is composed of the Superintendent and up two (2) administrators appointed by the Superintendent and a minimum of four (4) persons appointed by the Association President. The Superintendent/designee and the Association President/designee shall serve as the co-chairpersons of the PDPC. Annually, the PDPC is responsible for planning relevant professional development program(s) to improve student performance. Programs will be designed to meet LPDC standards for appropriate contact hours of professional development. Other school improvement committees shall collaborate with the PDPC to ensure alignment of K-12 professional development.

E. NON-RENEWAL OF CONTRACTS

A member on a limited contract during their first four (4) years of employment in the district may be non-renewed under R.C. 3319.11 and R.C. 3319.111, and procedures set forth in this Agreement. The Association and the affected member forever waive their right to file a grievance relating to or in connection with the member's non-renewal after the first, second, third, or fourth year of employment in the district, except due to a procedural error by the district.

After completing four (4) years of employment in the district, a member on a limited contract may only be non-renewed due to the member's documented deficiencies or serious misconduct.

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

1. The Superintendent notifies the MBU in writing by May 10 of his/her intent to recommend to the Board that the MBU be non-renewed;

2. The Superintendent provides the MBU with a written statement of the reasons that led to his/her decision to recommend nonrenewal and provides the MBU with an opportunity to meet with him/her by May 15 to discuss the reasons;

3. The Board adopts a resolution in public session stating its intention not to renew the employment of that MBU; and

4. The Superintendent mails written notice of the non-renewal by certified mail, return receipt requested, to the MBU at the address appearing for that MBU on the Board Treasurer's records. It is the responsibility of each MBU to keep a current address on file with the Board Treasurer and to make any necessary changes therein. Timely mailing of the notice of nonrenewal no later than June 1 shall be the Board's only

obligation in serving such notice.

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

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

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

F. RESIDENT EDUCATOR PROGRAM

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

2. Lead Mentor: A Lead Mentor will oversee the REP and may mentor a Resident Educator.

   a. A Lead Mentor should have National Board, Master Teacher or Lead Teacher designation, if possible.

   b. MBUs who want to be considered for the position of Lead Mentor must submit an application to the Superintendent by April 1 for the next school year.

   c. Duties of Lead Mentor:

      i. Chair Resident Educator Committee.

      ii. Assign Mentors in conjunction with the Resident Educator Committee from the previous school year.

      iii. Coordinate the REP.

      iv. Schedule and preside over meetings.

      v. Keep Superintendent and/or designee informed of all activities involving the REP.

      vi. Monitor the Resident Educator and Mentor's interactions and offer support and assistance as needed.

d. The Lead Mentor shall be paid a stipend of 7% of the BA base.

3. Resident Educator Committee

a. The Resident Educator Committee shall be comprised of the Lead Mentor, at least one administrator, and Mentors assigned to Resident Educators for the current school year.

b. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

4. Mentor: The Lead Mentor shall assign Mentor Teachers ("Mentors") after soliciting interest among qualified MBUs.

a. Qualifications:

i. Mentors must have continuing contract status and a minimum of five (5) consecutive years of teaching experience in the District. Preference will be given to those with Master Teacher, National Board Certification, or Lead Teacher designation.

ii. Mentors must be trained to serve as a Mentor through the Ohio Department of Education's Instructional Mentoring Program.

iii. Mentors must hold a valid teaching certificate/license and should be assigned to Resident Educators with the same area of certification/license.

iv. Mentors must demonstrate the ability to work cooperatively • and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. Responsibilities:

i. Carry out the REP (as developed by ODE) in conjunction with the Resident Educator.

ii. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.

iii. Use the REP formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal setting agreement) and protocols to support the Resident Educator.

iv. Attend regional mentor network meetings.

v. The Mentor shall not have a role in the Resident Educator's formal evaluation. Rather, the Mentor serves as an instructional mentor and is responsible for supporting the Resident Educator's growth through the

use of formative assessment tools.

c. Release Time:

i. Each Mentor shall be granted release time (at least the equivalent of two (2) days annually) for direct mentoring activities. Release time shall be separate from any other release time covered under this. Agreement and shall be coordinated by the Superintendent/designee.

ii. Each Mentor shall be granted release time to attend committee meetings, necessary training, and to perform the required Committee work.

iii. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the Superintendent/designee and the Mentor.

d. Restrictions:

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

e. Compensation:

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

ii. The Board will pay all training fees required for Mentors to receive the mandatory ODE-state mentor training.

iii. Mentors shall receive a stipend of four percent (4%) of the BA base.

5. Resident Educator:

a. Each Resident Educator shall be provided with the following:

i. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.

ii. Assistance with the management tasks identified as especially difficult for beginning teachers.

iii. Assistance in the improvement of instructional skills and classroom management; and

iv. The opportunity to consult/observe other teachers both within and outside of the District.

b. The Resident Educator shall be provided release time not to exceed two (2) days

per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.

c. The Resident Educator is not required to complete an IPDP or utilize the LPDC process.

6. Protections:

a. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that Resident Educator's evaluation.

b. No Resident Educator shall be required to remain in a REP after obtaining a professional educator license.

c. If the District fails to comply with the State-mandates for implementing a REP, affected MBUs who participate in the REP shall not be disciplined and/or adversely affected due. to the action(s) and/or inaction(s) of the District.

d. Communications between a Mentor and his/her assigned Resident Educator shall be considered confidential to the extent permitted by law. Any violation of this tenet by the Mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.

e. At any time, either the Mentor or the Resident Educator may request that a new mentor teacher be assigned. If either individual makes such a request, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

f. All members of the Resident Educator Committee, Mentors and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

g. No Mentor shall participate in any informal or formal evaluation of a Resident Educator, nor make or be requested or directed to make, any recommendation regarding the continued employment of his/her assigned Resident Educator.

h. A Mentor's participation in the REP shall not be evaluated by the administration or taken into consideration as a part of teacher's regular evaluation.

i. Resident Educators are entitled to the same rights and privileges as other MBUs.

j. Formative assessment evidence is the property of the Resident Educator, and he/she reserves the right to share or not share it with the administration. Regardless, it will not be collected by the Building Principal or other District personnel, and it will not be utilized for the teacher's evaluation or as a basis for employment decisions.

7. Program Review/ Revisions:

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

8. Records:

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

G. MEDICAL PROCEDURES

MBUs are not expected to dispense regular medication. A MBU may hold and dispense emergency medication where there is a physician's written approval. MBUs will not be requested or required to perform non-emergency medical procedures or custodial care (e.g., changing diapers).

H. ASSOCIATION / MANAGEMENT COMMITTEE

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

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

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

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

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

I. EMERGENCY ASSIGNMENTS

1. Whenever a MBU is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated/licensed substitute.

2. In the event a properly certificated/licensed substitute cannot be obtained, the following shall apply:

a. Elementary School –

i. The building principal shall first solicit one or more teachers to volunteer to provide class coverage.

ii. If the building principal is unable to locate a volunteer teacher to provide class coverage, the building principal may assign MBU(s) to provide class coverage.

If MBUs provide split class coverage for more than one half of the school day, those MBUs will each receive .30% of the current BA 0 salary for such coverage.

If a MBU covers a partial class for up to one half of the school day the MBU shall receive 0.15% of the current BA 0 salary for such coverage

MBUs providing class coverage during their planning period shall receive 0.1% of the current BA 0 salary for such coverage.

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

b. Junior / Senior High School –

i. The building principal shall first solicit one or more teachers to volunteer to provide class coverage.

ii. If the building principal is unable to locate a volunteer teacher to provide class during the MBU's planning or duty period, the building principal may assign MBU(s) to provide class coverage.

iii. A MBU providing class coverage will be paid 0.1% of the current BA 0 salary per class period for such coverage.

c. Study Halls/Library - MBUs who receive an extra regularly scheduled class of students in study hall or the library shall receive the same additional pay per class as provided for in paragraph (b) above.

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

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

VI. PERSONNEL FILES

A. LOCATION

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

B. CONTENT

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

C. EXAMINATION

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

D. COMMENTS

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

E. REMOVAL

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

F. COPIES

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

G. REVIEW OF PERSONNEL FILE

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

MBU of which documents were inspected and/or copied, to the extent known.

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

H. ANONYMOUS CORRESPONDENCE

I.

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

VII. TEACHER YEAR

A. WORKYEAR

1. The work year will be 184 work days, which will consist of:

   - Up to 180 days of instruction. This portion of the work year includes student instructional days, up to two (2) In-Service Days or the equivalent, one (1) Orientation Day, and Professional Development Days;

   - Two (2) “teacher comp days” for MBUs working two (2) evenings for Parent-Teachers Conferences; and

   - Two (2) Record Days, which will occur the first weekday after the last student day of the first and second semesters. These days will be designated for MBUs to complete required/mandated work.

   - One (1) Floating Day, which shall include mandatory attendance of a 2-hour evening Open House, which shall be scheduled on a teacher workday prior to the start of student instruction and shown on the Board-approved school calendar. Each member shall use the remainder of the Floating Day for classroom setup on a weekday on or after the second Monday of August but prior to the start of teacher work year and the district’s Open House. The employee shall provide notice of the date of this partial workday to their Principal.

2. One (1) of the In-Service Days will be scheduled on NEOEA Day. MBUs may attend NEOEA Day professional development offerings, with administrative approval, if aligned with District goals. Building-directed PD will be provided in the District for those teachers not attending an approved NEOEA Day activity. District/Building-based activities will be provided at the discretion of the administration.

3. One-half of the Orientation Day shall be used for teacher preparation. During the Orientation Day, the Association will be provided adequate time (not less than sixty (60) uninterrupted minutes) to conduct a meeting with its members. All non-bargaining unit members shall excuse themselves during this portion of the orientation meeting.

4. The Superintendent shall determine the number of Professional Development Days annually. Up to four (4) of the Professional Development Days may be scheduled as forty eight (48) meetings of thirty (30) minutes each occurring before or after the regular workday. The schedule for the workdays containing this additional time shall be provided

to the members in advance of the work year by July 1st. The 30-minute meetings shall be combined with 10 minutes from the regular workday to create a 40-minute period for professional development. The workdays containing the additional thirty minutes shall be referred to as “Meeting Days.” These Meeting Days shall be primarily administration-directed work time and shall not be scheduled during work weeks containing Parent Teacher Conferences. Attendance during this Professional Development time on a Meeting Day is mandatory. If a MBU utilizes his/her available leave on a Professional Development Day or Meeting Day, the MBU shall contact the Superintendent/designee to make arrangements to complete the missed professional development.

5. Six (6) of the Meeting Days described in Section A. 4. of this Article shall be scheduled for members to complete general record-keeping responsibilities. MBUs must submit grades no later than the end of the fifth (5^{th}) student day of the next quarter and must complete their grade entry in the student information system promptly during each quarter days (meaning not later than five (5) calendar days of the administration of the assignment, assessment, or other graded activity except for special circumstances) throughout the quarter.

6. The work year may include no more than the first five (5) weekdays in June unless make-up days are needed under Subsection 7 below. MBUs who submit notice of retirement no later than November 1 may elect to have their retirement effective May 31, without any loss or reduction of compensation, salary, insurance and other benefits, severance pay, or any other payments to which the MBU is entitled for that school year.

7. Under no circumstances shall the composition and duration of the school year violate applicable Ohio law including but not limited to R.C. 3313.48 as amended. The work year shall be the school calendar approved by the Board of Education in conformity with this Article. The Board may schedule make-up workdays required to meet the minimum school year requirements under applicable law. Any make-up workdays that the Board schedules in a given school year due to school closure shall be for student instruction and part of the regular work year for which no additional compensation shall be paid. Potential make-up days will be clearly identified at the time the Board adopts the school calendar and shall be communicated to MBUs in advance.

8. The Board and Association recognize the importance of staff access to electronic and printed instructional materials, school software and online programs, and other district technology and share a commitment to resolve issues at the building level that may arise under this provision.

B. MBU WORK DAY

1. The MBU workday shall be seven (7) hours and thirty (30) minutes, inclusive of a 30-minute uninterrupted lunch. No workday will start before 7:00 a.m. or end later than 4:00 p.m. except on Meeting Days under A.4 of this Article. All teachers across the District will report based on their assigned buildings' start and stop times.

2. There will be at least a ten (10) minute difference between the start and end of the regularly scheduled student day and the MBU workday for each building, and MBUs will not be regularly assigned any student supervisory duties during these periods.

C. COPY OF CALENDAR

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

VIII. CONDITIONS OF EMPLOYMENT

A. STAFF ASSIGNMENT

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

B. MOVING

MBUs who are moving from building to building or classroom to classroom, whether by voluntary or involuntary transfer or by closing of a building, shall have furniture, equipment, and packed items moved by the Cardinal Local School District. MBUs shall be paid a stipend of two hundred dollars ($200.00) when they move due to an involuntary transfer.

C. TRANSFERS

1. Voluntary Transfers

   a. Requests by a MBU for transfer to a different class, building, or position in which he/she is interested shall be made in writing to the Superintendent on an annual basis. The Superintendent will notify the MBU of having received the request. If the MBU does not receive notification within five (5) days, he/she should call the Board office to confirm the request was received.

   b. The application shall set forth the reasons for the request, and the school, grade, or position sought.

   c. The Superintendent will inform the MBU by letter if the position he/she desires is not granted.

   d. The Board will maintain a "Request of Transfer" file. Requests for voluntary transfer will be kept on file for a period of one year from May 1st through April 30th.

2. Involuntary Transfers – Process

   If the MBU objects to an involuntary transfer, the matter, upon request, will be discussed

in a meeting with the Superintendent and/or his/her designee, the MBU, and the MBU's representative.

3. Definitions

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

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

4. Statement of Reasons for Transfer

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

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

Where educational reasons, enrollment changes, or financial reasons can be addressed as determined by the Superintendent by more than one employee requesting the voluntary transfer, seniority at Cardinal Local School District will be considered. However, the Superintendent shall assign teachers to positions based on the best interests of the students enrolled in the district. In assigning, reassigning, or transferring a teacher, whether voluntary or involuntary, the Superintendent shall not use seniority or continuing contract status as the primary factor in determining the teacher's assignment.

D. POSTING

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

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

E. POSTING- EXTENDED EDUCATIONAL PROGRAMS

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

F. NOTIFICATION OF ASSIGNMENT

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

G. CLASS SIZE

1. Maximum Class Size - The administration will continue to make reasonable efforts to ensure that the maximum class size will not exceed twenty-two (22) students in kindergarten and twenty-eight (28) students in grades 1 through 5, and one hundred sixty-two (162) students daily in grades 6 through 12. Exceptions to the above maximums are study halls, music, physical education, and elementary art.

2. Compensation for Exceeding Limits - A teacher will be paid 0.42% of the current BA 0 salary per student per semester when the class size in an academic class exceeds the maximums set forth above. The payment will be made when the teacher's class enrollment during a semester exceeds the above limits for twenty (20) consecutive days. With respect to elementary art, music and physical education classes that have more than thirty-five (35) students, extra pay shall be calculated and paid as follows: the teacher shall receive $0.50 per student for each week during a semester when there are more than thirty-five (35) students in his/her class. For example, if a teacher had fifteen (15) students over the thirty-five (35) limit (across all of his/her classes), he/she would receive an extra pay stipend at the end of the semester of $135.00 (i.e., $0.$0.50 x 18 weeks x 15 students).

3. Students with Extended Standards - In the event that an intervention specialist is unable to complete instructional modifications required for a student with extended standards, then that student will count as 1.5 students in the regular education setting.

4. Students with IEPs - In the general education/inclusion setting, fifty percent (50%) of students in any class may be students identified with an IEP. If this percentage is exceeded, the general education teacher, CEA Representative, and building administration shall meet to review available options and determine appropriate supports, adjustments, or changes to student assignments.

H. Building Scheduling Committees

1. Jr. HS/HS Scheduling Committee. The goal of the committee is to provide an opportunity for teacher input regarding course offerings and the overall master schedule for the Jr.

High School/High School. The committee shall consist of up to two (2) administrators, at least one (1) school counselor, and two (2) additional CEA members appointed by the CEA President. The committee shall solicit each department and subject area for proposed course offerings for the subsequent school year no later February 1st. After the Principal/designee, in collaboration with the guidance counselor(s), develops a preliminary master schedule and shares it with the committee, the committee shall review it, share input, and discuss alternatives and potential revisions prior to the completion of the master scheduling for the subsequent year.

2. Elementary School Scheduling Committee. The goal of the committee is to provide an opportunity for teacher input regarding the overall master schedule for the elementary school. The committee shall consist of one (1) administrator, one (1) K-2 teacher, and one (1) 3-6 teacher appointed by the CEA President. The Principal/designee, in collaboration with the guidance counselor(s), develops a preliminary master schedule and shares it with the committee, the committee shall review the preliminary master schedule, share input, and discuss alternatives and potential revisions.

3. All committee meetings shall be non-compensatory.

4. The parties recognize that scheduling is ultimately the responsibility of building administration within the framework outlined in this Agreement.

I. SIGNIFICANT REDUCTION IN FUNDING/REVENUES

In the event that district funding/revenues from county, state, federal, or other sources is withdrawn, lost, or reduced in a significant way after the effective date of this collective bargaining agreement and prior to completion of this collective bargaining agreement, representatives of the Board and Association, together with representatives of the other bargaining unit, shall immediately meet to determine what contract modifications, if any, may be needed for the district to remain operational. Nothing in this provision shall be construed as a waiver of the statutory duty to bargain or as advance agreement by either party to any contract modification. Any changes in wages or salary shall comply with applicable provisions of Ohio Revised Code and be applied in a uniform and non-discriminatory manner and applied district-wide across all employees and job classifications.

J. EMPLOYING RETIRED MBUs

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

1. The Board of Education may employ retired MBUs when it is in the operational interests of the District. When a MBU retires from the District, there is no expectation of reemployment. Any decision to re-hire a MBU is solely the decision of the Board as recommended by the Superintendent. A reemployed teacher who previously worked for the Board does not need to be interviewed by the Board for any vacant position for which he/she may apply. A reemployed teacher is not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to this CBA.

2. The Board will place the re-employed retired MBU at Step 1. Reemployed teachers will be given full credit for their academic training level. A reemployed teacher will move up the salary schedule one (1) step for each year he/she is employed post-retirement. The Board may require the reemployed teacher to execute a waiver of his/her prior teaching experience and acknowledge his/her agreement to accept placement at Step 1 on the salary schedule. This provision and such salary and individual employment contract with the reemployed teacher expressly supersedes Ohio Revised Code Sections 3317.13 and 3317.14, and all other applicable laws.

3. Reemployed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without requirement for further Board action (i.e., the Board does not have to non-renew them) and without notice of nonrenewal and without compliance with the evaluation procedures set forth in state law and/or this CBA. For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code Sections 3319.11, 3319.111 and 3319.112, and may differ from the rights of other MBUs contained in this CBA. A performance observation and evaluation will be conducted for reemployed teachers at least once every three (3) years.

4. Reemployed teachers shall be eligible for medical, dental, prescription and life insurance coverage the same as other MBUs.

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

6. Seniority for reemployed teachers will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" employment. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in this CBA.

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

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

9. Subject to these provisions, reemployed teachers are part of the bargaining unit. The provisions of this CBA that are not applicable to reemployed teachers include: salary

schedule placement; severance pay; reduction in force; sick leave assistance/bank; and sabbatical leave. Said provisions, unless implemented in violation of this Section, shall not be grievable or arbitrable under the Grievance Procedures set forth in this CBA, nor may they be challenged through any claim or action filed before the STRS or any other state or federal agency, or in any court of law.

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

K. HUSKIE LEARNING

1. The District will offer Huskie Learning to students in grades 7-12 as a primarily asynchronous virtual learning program.

2. Students may enroll in Huskie Learning for one of the following reasons:

   a. Virtual Learning – a student is enrolled in an all-virtual learning program through the District in lieu of attending in-person classes; however, students enrolled in Huskie Learning may be present in person from time to time during the Huskie Learning class period.

   b. Substitute for Traditional Classroom – a student who is unable to participate in traditional classroom due to medical, behavioral, or other extenuating circumstances and is placed online by administration.

   c. Hybrid – a student taking courses both in the building and online due to participation in a vocational program, the District's inability to offer a specific course of need, or other extenuating circumstances.

3. MBUs assigned a period of instruction of virtual learning in Huskie Learning during the academic day shall have that assignment considered a scheduled instructional period equivalent to a traditional in-person class period. MBUs shall not be reassigned, pulled to substitute, or required to cover other classes or duties during this period. Only students officially enrolled in Huskie Learning shall be present in the MBU's assigned classroom during the assigned period, and no additional students or responsibilities shall be assigned without the MBU's consent. Should a MBU agree to assume additional responsibilities during this period, the MBU shall be paid the current hourly rate for "emergency assignments" as outlined in the "Negotiated Agreement."

4. Instruction in the virtual learning program for core academic classes, or elective classes offered within the core academic departments (Math, ELA, Science, Social Studies), will occur in lieu of a traditional, in-person assigned class period or duty and will be reflective in MBU assignments in the building master schedule. There will be no additional compensation for MBUs facilitating virtual learning in lieu of an assigned class or duty.

5. A MBU with an assigned Huskie Learning period in their schedule may be responsible for students enrolled in multiple Huskie Learning courses during the same period. This time will be the primary time for MBUs to engage with students and their families. This

engagement will primarily be virtually during this period unless a MBU schedules an in-person session with select students.

6. All students enrolled in Huskie Learning courses will be counted in class size calculations as outlined in section VIII.G of the Negotiated Agreement, inclusive of the modification calculations outlined in section VIII.G.3. While overage payment calculations will continue to use the one hundred sixty-two (162) student count in grades 6-12, enrollment in a single Huskie Learning class period will be capped at 28 students. Should enrollment exceed 28 students, and with the agreement of the teacher of record after consultation with the CEA President, Huskie Learning courses may exceed 28 students, and the teacher of record shall be compensated at a rate of $150/semester for each student that exceeds the 28 cap. Students above the 28-student cap for which a MBU is receiving additional compensation shall NOT be included in the overall class count calculation outlined in section VIII.G.3.

7. The MBU(s) must be properly licensed to teach assigned Huskie Learning courses and will serve as the teacher of record for each assigned Huskie Learning course.

8. Due to the nature of online learning, MBUs will not “link” to their Huskie Learning courses during the roster verification process. If, however, “linking” is required by the state, the Parties will meet and discuss the impact of these state requirements.

9. Assignment of Huskie Learning periods shall comply with the relevant provisions of the Negotiated Agreement; however, the building administrator shall seek volunteers before assigning Huskie Learning periods.

10. Elective area Huskie Learning courses may be offered during the school day as outlined for core-area Huskie Learning courses (28 students per period, enrolled students calculated in class count calculations, etc.); OR, elective courses for Huskie Learning may be offered outside the scope of the MBU’s daily schedule at a rate of $150 per student per semester, per course. Enrollment in courses outside the school day will be capped at 10 students, unless agreed to by the teacher of record after consultation with the CEA President.

11. If non-core / elective area course(s) are offered outside of the MBU's daily schedule, each course shall be a separate job posting and assigned per section VIII of the agreement.

12. If non-core / elective area course(s) are offered outside of the MBU’s daily schedule, the MBU shall host weekly “office hours” for a total of 45-minutes per week.

13. The General Education Teacher of Record shall be responsible for the implementation of accommodations as outlined in 504 Plans and assist in the implementation of IEPs for students enrolled in a Huskie Learning Course.

14. Specially Designed Instruction shall be provided by bargaining unit members appropriately licensed to provide such instruction and data tracking.

15. Every effort shall be made for case management and SDI to be provided during the

student day. If SDI or case management services cannot be reasonably accommodated based on caseload within the assigned day of a junior high / high school intervention specialist, the Parties shall meet to determine service possibilities. These include, but are not limited to:

a. Implementation of a testing center staffed with a classified staff member, or teacher duty assignment, to provide additional flexibility for JH / HS intervention specialists to service Huskie Learning students.

b. Assignment of an intervention specialist from outside of the junior high / high school to serve as case manager and service provider.

c. Alter the HS intervention specialists schedule to ensure available time during the school day.

d. Consider posting for hours to occur outside of the school day.

e. The administration may develop an alternative schedule.

16. Services for a student that occur outside of the school day per 15 d. above shall be compensated at 0.1% of the BA 0 Salary. The MBU will be compensated the same rate for providing SDI services to multiple students at the same time in small groups not exceeding five (5) students.

17. If the Parties are unable to reach mutual agreement regarding the provision of SDI for a student enrolled in Huskie Learning, the MBU and Association retain the right to pursue all remedies available under this collective bargaining agreement and applicable law, including but not limited utilizing the grievance procedure.

18. If a student fails to engage adequately during a Huskie Learning course, the student will be subject to appropriate consequences as determined by the building administrator.

19. A “Huskie Learning Coordinator” supplemental position will be established. This position will be a supplemental position available to eligible CEA members, paid at a rate of $25 per enrolled student for the school year. Assignment of this role is voluntary and subject to written acceptance by the CEA member. It will be the responsibility of this position to enroll students into the appropriate Huskie Learning course, and input final grades as reported by the MBU(s).

20. The Huskie Learning Coordinator(s) and MBUs (when applicable) will submit an Online Pay Authorization Form to the building administrator for approval at the end of each semester. Once approved the form will be sent to the Treasurer’s office for remittance. Payment shall be issued within 30 days of submission by the MBU / Coordinator.

21. Summer coursework will only be offered through the District’s online credit recovery program.

L. ONLINE CREDIT RECOVERY

1. The District will offer Online Credit Recovery to students in grades 9-12 who need credit to stay on track for graduation.

2. Posting and filling for Online Credit Recovery positions will be in accordance with section VIII – Conditions of Employment of the Negotiated Agreement. MBU participation in online credit recovery teaching is strictly voluntary and cannot be a part of a MBU's regular assignment. CEA members may withdraw from online credit recovery assignments prior to the start of each new semester with reasonable written notice provided.

3. CEA members will be paid $150 per student, per semester equivalent (½ credit) course. The rate of pay will be $300 for a year-long (1 credit) course. The following clarifications of pay apply to Online Credit Recovery:

    a. Year-long (1 credit) courses may be identified as Part A and Part B. An online credit recovery MBU may submit for $150 payment at the end of a semester when a student completes Part A of a course, and again when the student completes Part B of a course, for a total of $300 for a year-long (1 credit) course.

    b. If a student is enrolled in the course beyond the first 2 weeks of the semester of the course, the MBU shall be paid for that semester of enrollment.

    c. If the administration adds a student to the course after the first two weeks of the semester, the online credit recovery MBU shall be paid the full $150 / $300.

    Note: Course end dates are established at the discretion of the administrator and will be aligned with the end of the semester. If a student needs to complete a course beyond the end of the semester, administration can extend the course into the next semester, and the online MBU will be paid an additional $150. MBU compensation is not dependent on student completion or final grade.

4. The Learning Coordinator for Online Credit Recovery will be identified as a CEA member as determined by administration (school counselor, designated teacher, etc.), and will receive a $300 stipend per school year (includes fall, spring, summer sessions). Assignment of this role is voluntary and subject to written acceptance by the CEA member. It will be the responsibility of this position to enroll students into the appropriate online course, and input final grades as reported by the MBU(s).

5. All Online Credit Recovery MBUs will submit an Online Pay Authorization Form to the building administrator for approval at the end of each semester when a student completes a course or when a student reaches the course end date. Once approved the form will be sent to the Treasurer's office for remittance. Payment will be issued within 30 days of submission by the MBU.

6. The online credit recovery MBU's responsibilities include modifying the course as appropriate, grading submitted work in a timely manner, and offering weekly "office hours" to each student regarding the online course. Modifications are limited to instructional support and removing assigned units / activities / lessons that the student does not need. Modifications do not require rewriting or restructuring vendor-provided

content unless agreed upon and compensated.
In addition to office hours, the online credit recovery MBU will remain flexible and respond to student(s) requests to meet at times mutually agreed upon between the student and online MBU during the MBU's contractual work hours.

The MBU(s) for each online credit recovery course will finalize the course by saving all grades and notifying the designated learning coordinator for online credit recovery via email. The online learning coordinator will be responsible for putting grades into the Student Information System. The end of the course will align to the building calendar in regard to semester end dates.

7. During the school year, online Credit Recovery class size will not exceed five (5) students per course. Once a course exceeds this limit, a posting for a second subject-area MBU shall be announced. If another appropriately certified bargaining unit member does not fill the position, the class size may exceed five (5) with written mutual agreement between the online credit recovery MBU and administration and copied to the CEA president.

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

9. Credit recovery offered during the summer will follow the same procedures and requirements as outlined for credit recovery above except that the class size for online credit recovery courses during the summer shall not exceed ten (10) students. The summer semester is defined as beginning the first Monday upon completion of the school year through June 30 of that year.

10. If the District desires to offer an in-person option to virtual credit recovery during the summer, MBUs shall be compensated at the rate of 0.1% of the current BA 0 salary per hour in addition to the above rates per student.

11. Due to the nature of credit recovery, students enrolled in online credit recovery will not be "linked" during the roster verification process to the online credit recovery MBU.

12. The online credit recovery MBU will be recorded as the "teacher of record" and recorded as issuing the final grade for the course in the student information system. Adjustments to the online curriculum or student grades will not be made without consultation with the assigned online credit recovery MBU.

M. Shared Leadership - Superintendent Committees

At least one (1) CEA member will be appointed by the CEA President to any "Superintendent Committee" which the Superintendent may elect to form to investigate and advise on matters that impact the working conditions of MBUs. This currently includes the Superintendent's Safety Committee and will include such other "Superintendent Committees" as may be established by the Superintendent in the future. Nothing in this provision limits the Superintendent's discretion to create or discontinue any "Superintendent's Committee." All "Superintendent Committee" committee meetings shall take place outside of the teacher workday and shall be a non-

compensatory volunteer activity. The Superintendent, in his sole discretion, reserves the right to schedule one or more "Superintendent Committee" meetings during regular workdays, Professional Development Days or In-Service Days.

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

IX. MBU EVALUATION PROCEDURE

SECTION 1 – STANDARDS-BASED EVALUATION SYSTEM

A. EVALUATION OF TEACHERS/COUNSELORS

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

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

B. DEFINITION AND APPLICATION

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

2. Substitute teachers, long-term substitute teachers, tutors, Related Service Professionals and other MBUs not meeting the above definition are not subject to evaluation under the OTES-related sections of this Article.

3. The Board shall not evaluate any bargaining unit member who has submitted a notice of retirement that is accepted by the Board by December 1 of the school year the teacher was scheduled to be evaluated.

4. The Board shall not evaluate any bargaining unit member who has or will be on Board-approved leave for fifty percent (50%) or more of the school year.

5. No later than October 1 of each year or within fifteen (15) workdays of the teacher starting work if the teacher is hired after October 1, the Board shall provide training to new teachers on the components of the teacher evaluation procedure, including rubrics, tools, processes, and the use of High-Quality Student Data (HQSD). New teachers shall not be evaluated or observed before the completion of such training.

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

C. NOTIFICATION, ORIENTATION and PROFESSIONAL DEVELOPMENT

1. Not later than October 1 of each year, or within fifteen (15) school days from first workday in the case of a new MBU commencing employment after October 1 during the school year, each MBU shall be notified in writing/email of the name of their evaluator.

2. No later than October 5, the MBU shall notify the evaluator of the High-Quality Student Data to be utilized in that teacher's evaluation process from the sources of HQSD approved by the Evaluation Committee.

3. Members of the Evaluation Committee will be provided training on an annual basis concerning OTES and HQSD, as agreed within the Committee. This training will be held during work hours, unless mutually agreed upon by the Committee.

4. For a teacher on an Improvement Plan, the evaluator will identify, with input from the teacher, professional development (e.g., training, classes, resources, etc.) as part of the Plan. On-site activities, District in-services, and District employees will be used when possible and appropriate.

D. DEFINITION OF OBSERVATION AND EVALUATION

1. Except for MBUs under consideration for non-renewal or those on extended limited contracts in accordance with Section F of this Article, an Evaluation shall consist of two (2) pre-observation meetings, two (2) observations, two (2) post-observation meetings, up to two (2) "informal observations" known as walkthroughs, and one (1) summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be (1) one evaluation which must occur by May 1 with a written report by May 10.

2. Teachers will be evaluated according to the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using the multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. The District will use the OTES evaluation forms adopted by the Ohio Department of Education as of the date of this Agreement. If ODE subsequently develops new forms, the parties may bargain their use.

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

3. All observation of the MBU's work performance shall be conducted openly and with full knowledge of the MBU. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article.

4. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. The evaluator shall maintain documentation supporting the performance assessments and will consider all evidence submitted by the teacher, which will be included in the evaluation.

5. No audio/visual recordings or livestreaming shall be used in the evaluation process. No observations shall be conducted electronically. The entire evaluation process shall be conducted in person in the school building setting.

6. No MBU shall be required to complete a self-assessment (OTES Self-Assessment Form).

E. EVALUATORS

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

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

2. In the case of extenuating circumstances, the Superintendent and Association President will meet to discuss how to complete the affected evaluations.

3. At the Middle and High School, the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.

4. All MBUs will have a single evaluator, unless an evaluator takes an extended leave of absence that results in a new evaluator being assigned to the MBU. MBUs working in multiple buildings will alternate evaluators per evaluation cycle (i.e., a teacher assigned to both the elementary building and the middle school, will have an elementary building administrator conduct one year's evaluation, and the next full evaluation cycle will be conducted by a middle school administrator).

F. OBSERVATIONS

1. Schedule of Observations

   Two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes and a maximum of forty (40) continuous minutes. Block classes may be observed for a maximum of forty (40) continuous minutes. There shall be at least three (3) weeks, following the post conference between formal observations for MBU's on an improvement plan and at least

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

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

b. All formal observations will be scheduled.

2. Pre-Observation Meeting

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

3. Post-Observation Conference and Report

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

4. Walkthroughs/Informal Observation

a. A walk through is an informal observation and is conducted as follows:

1. Classroom and Counselor walkthroughs shall not disrupt or interrupt the learning or counseling environment and will be less than fifteen (15) consecutive minute(s) in duration, unless the MBU and evaluator mutually agree to extend it. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.

2. A copy of the completed walkthrough form will be given to the MBU within three (3) workdays of the walkthrough. The teacher's response(s) to the feedback, if any, must be submitted to the evaluator with three (3) workdays, and shall be included as a part of the walkthrough form that is part of the evaluation record. The same format will be utilized district-wide. The MBU may request a conference following the walk-through.

3. There may be up to two (2) walkthroughs during a formal evaluation year.

b. A MBU may request additional walkthroughs.

c. Walkthroughs shall be conducted by the assigned evaluator.

5. Off -Year Observations

a. MBUs who were rated Skilled in the most recent evaluation will be formally evaluated every two (2) years, provided the evaluator determines the MBU is making progress on the Professional Growth Plan. MBUs who were rated Accomplished in the most recent evaluation will be evaluated every three (3) years, provided the evaluator determines the MBU is making progress on the Professional Growth Plan.

b. In any year in which an MBU will not be formally evaluated, as a result of a previous rating of Skilled or Accomplished, the assigned evaluator shall conduct one (1) scheduled observation of the employee and hold (1) post-observation conference, which shall include a discussion of progress on the teacher's Professional Growth Plan. The observation shall be a maximum of thirty (30) minutes. The post-observation conference shall be in conformance with the provisions of this contract. The District will use ODE's Walkthrough/Informal Observations form for the off-year observation. No additional paperwork shall be required of the MBU, other than to "pin" the observation into OhioES, if required by the Ohio Department of Education.

c. For off-cycle focused observations, MBUs shall have no more than two (2) areas of focus.

G. FINAL WRITTEN EVALUATION

1. All observations will be consolidated into the written report, and shall be provided to the MBU through OhioES, and a conference shall be held between the MBU and evaluator. The MBU shall receive a draft of the final summative evaluation at least one school day prior to the final conference.

2. The evaluation shall acknowledge the performance strengths of the MBU evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions reached in the formal evaluation report. Such information must be accurate and supported. Should the MBU disagree with the rankings on the evaluation, additional evidence may be submitted to the evaluator of accomplishments and skills within five (5) days of the conference. The document and ratings shall be

updated based upon supplemental evidence that supports the rubric.

3. MBUs evaluations shall consist of multiple factors (as described in the OTES Rubric) and will contain a Final Holistic Rating of Accomplished, Skilled, Developing, or Ineffective.

4. The evaluation report shall be signed (electronically pinned) by the evaluator and subsequently by the MBU to verify that the MBU has been notified of the results of the final written evaluation.

5. The evaluation must be completed by May 1 with a written report by May 10.

H. IMPROVEMENT PLAN

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

1. Definitions

   a. Improvement Plan: A clearly articulated assistance program for a MBU whose performance on the Evaluation has been documented to be Ineffective by the evaluator.

   b. Resources: Those monetary, time, material and human resources provided to a MBU on an Improvement Plan.

   c. Timeline: A minimum of an eighteen (18) week period of time given to the MBU to meet the requirements, target dates, and dates of review of the plan.

   d. Observable Outcomes: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

   a. MBUs who receive a rating of Ineffective on the Summative Evaluation, or demonstrate documented deficiencies by being rated ineffective in an individual component of the evaluation system, may be placed on an Improvement Plan. The evaluator will develop the Improvement Plan by October 15, or within 15 days of the documented individual deficiency. The MBU may have representation at all meetings with the evaluator.

   b. The Improvement Plan, as outlined in this document, details:

      1. Specific, measurable performance expectations, resources, timelines for completion of objectives (not less than eighteen (18 weeks), assistance to be provided, and a schedule of regular check-in meetings to document feedback

and progress on objectives.

2. The District will provide for the allocation of financial resources to support professional development for staff on improvement plans.

3. Professional indicators documented as ineffective through the formal evaluation process will be the basis of the plan.

I. PROFESSIONAL GROWTH PLANS

1. By October 15, MBUs with a rating of Accomplished will develop a self-directed Professional Growth Plan that focuses on the most recent evaluation, unless it is an off-year evaluation cycle in which case the MBU shall determine its focus.

2. By October 15, MBUs with a rating of Skilled will jointly develop a Professional Growth Plan with the evaluator that focuses on the most recent evaluation, unless it is an off-year evaluation cycle in which case the MBU and evaluator shall jointly determine its focus.

3. By October 15 MBUs with a rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator. The plan will focus on specific areas identified in the most recent evaluation.

J. MBU's UNDER CONSIDERATION FOR NON-RENEWAL

1. Three (3) formal observations that are performed in accordance with the guidelines set forth in this Article will be carried out for each MBU who is under consideration for non-renewal or who is working under an extended limited contract.

2. Observations and the final Summative Evaluation must be completed by May 1 and sent to the Superintendent. The building principal will meet with the MBU in person for notification of the recommendation of non-renewal no later than May 1.

3. The employee is entitled to representation at all meetings.

4. The Board of Education shall notify any teacher being considered for non-renewal in writing by May 10.

K. HIGH-QUALITY STUDENT DATA

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

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

shall be trained on utilization of the assessment program.

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

1. The Association and the Board agree to maintain a Standing Joint Committee for Evaluation and HQSD ("Evaluation Committee") for the purpose of developing and recommending to the Negotiation Teams revisions to the District's Standards-Based Teacher and School Counselors Evaluation Systems, and assessing, reviewing, and approving the HQSD to be used in the District. The Committee will provide professional development in the area of HQSD.

2. The Committee will consist of up to four (4) administrators appointed by the Superintendent and up to four (4) MBUs appointed by the CEA President. Committee members will be regarded as "experts in the field" and shall be representative of elementary, secondary and specialty areas.

3. The Committee shall be chaired jointly by a member of the CEA and an administrator.

4. Committee decisions shall be achieved by consensus.

5. The MBU shall select the HQSD to be used in the full evaluation cycle from a list prepared by the Committee. No later than October 5 the MBU must notify the evaluator of the HQSD selected. The HQSD will meet the following criteria:

   a. Align to learning standards;
   b. Measure what is intended to be measured;
   c. Be attributable to a specific teacher for course(s) and grade level(s) taught;
   d. Demonstrate evidence of student learning (achievement and/or growth);
   e. Follow protocols for administration and scoring;
   f. Provide trustworthy results; and
   g. Do not offend and are not driven by bias.

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

7. At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

8. The Committee shall be authorized to utilize educational consultants as the Committee deems it appropriate. The cost, if any, shall be borne by the Board.

9. The Committee work will take place during released time during the school day or paid outside of school hours.

10. Members of the Evaluation Committee will be provided training on an annual basis concerning OTES and HQSD, as agreed within the Committee. This training will be held during work hours, unless mutually agreed upon by the Committee.

M. Due Process

1. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and applicable provisions of this Agreement.

2. A MBU shall be entitled to Association representation at any conference held during this procedure.

3. The parties agree that this Article, O.R.C. 3319.11 and O.R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. MBUs may file a grievance alleging violations of the preceding contractual provisions and O.R.C. 3319.11 and O.R.C. 3319.111. If a MBU files such a grievance, however, the MBU may not utilize the appeal procedures set forth in O.R.C. 3319.11.

SECTION 2 – SCHOOL COUNSELORS

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

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

SECTION 3 – NON-OTES/NON-OSCES EVALUATION

A. Definitions

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

2. Observation – An observation is a formal visitation in a MBU's classroom or job site by the evaluator.

3. Conference – A conference is a formal or informal meeting between a MBU and evaluator to discuss an observation and/or an evaluation.

B. All employees not included in the OTES/OSCES evaluation model shall be evaluated with the appropriate form attached in an appendix. These MBUs also will follow Section F. 5. above to determine whether the MBU is subject to a full cycle or off cycle year.

1. The Board shall not evaluate any MBU who has submitted a notice of retirement that is accepted by the Board by December 1 of the school year the MBU was scheduled to be evaluated.

2. The Board shall not evaluate any MBU who has or will be on Board-approved leave for fifty percent (50%) or more of the school year.

3. No later than October 1 of each year, or within fifteen (15) workdays of the MBU starting work, if the MBU is hired after September 10, the MBU will be given the name of their evaluator.

4. The Board will follow sections D., E., F., and H. above for evaluation of Non-OTES MBU's, except that the evaluator shall be the MBU's immediate supervisor.

5. Evaluation Reports - The final evaluation shall be written on the Board-approved forms found in an appendix to this CBA. The forms and the MBU's job description will be mutually developed by the Association and Superintendent or designee. MBUs will be provided with evaluation forms and job descriptions upon employment and whenever revised.

C. Rebuttal / Written Comments

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

SECTION 4 – CONTINUING CONTRACT

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

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

SECTION 5 – DUE PROCESS AND NON-RENEWAL OF CONTRACT

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

B. Compliance

The Board must comply with this evaluation procedure in any school year in which it may consider declaring its intention not to reemploy a MBU.

C. MBUs Under Consideration of Non-Renewal

MBUs who may be under consideration for non-renewal shall be notified no later than January 30 and shall be entitled to three (3) formal observations during the school year with each including a pre and post conference.

X. TEACHING CONDITIONS

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

A. PLANNING PERIOD

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

Elementary MBUs shall be scheduled for a minimum of forty (40) continuous minutes of planning time during each student day. Each elementary MBU shall have a minimum of two hundred (200) minutes planning time per week, exclusive of student supervision and travel / transition time. Administration is not responsible for MBUs who, for whatever reason, do not follow the established building schedule which negatively impacts the amount of another MBUs planning time. Administration will address such matters with affected MBUs if promptly brought to the attention of Administration.

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

MBUs shall not be required to attend more than thirty (30) meetings during their planning period in any one (1) school year. Such meetings include, but are not limited to, MTSS, IEP / ETR meetings, observation / evaluation conferences, and similar meetings scheduled during the MBU’s planning time.

A. EXTRA MEETINGS/DUTIES

1. MBUs who are required to attend MTSS, IEP, ETR, and/or 504 meetings that occur outside the MBU workday will be compensated at the rate of 0.1% of the current BA 0 salary per hour, rounded to the next quarter hour.

2. MBUs who perform student supervisory duties as assigned by an administrator (e.g., detention duty, bus duty, etc.) before or after the MBU workday will be compensated at the rate of 0.1% of the current BA 0 salary per hour, rounded to the next quarter hour.

B. DISCIPLINE OF PUPILS

MBUs are responsible for maintaining effective classroom management and assisting the administration in maintaining discipline of pupils.

C. LUNCH

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

D. DRUG-FREE WORKPLACE

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

XI. REDUCTION IN FORCE

In the event that a reduction in the number of MBUs becomes necessary for the following school year due to: inadequate funds necessary to maintain the current level of staffing as indicated on the June 3oth Five-Year Forecast line 1.070, "Total Revenues," projected for the year of the proposed reduction are less than the previous year; a loss of Title I revenue; and/or other reasons provided by statute (O.R.C. Section 3319.17), a reduction in force ("RIF") will occur in accordance with the provisions of O.R.C. Section 3319.17 and the non-conflicting provisions of this CBA.

Seniority shall accrue at the same rate regardless of whether the MBU is working in a part-time or full-time position. Seniority shall be determined by the length of continuous service as determined by the date of the Board meeting at which the MBU was hired, and then by:

Total years of teaching experience at Cardinal; and then by
Total years of teaching service credit.
The date the teacher signed the letter of intent, then time stamp.

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

A. CONTRACT SUSPENSION

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

1. All MBUs will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. MBUs serving under continuing contracts will be placed at the top of the list, in descending order of seniority. MBUs serving under limited. contracts will be placed on the list below continuing contract MBUs, also in descending order of seniority.

2. Seniority shall accrue at the same rate regardless of whether the MBU is working in a

part-time or full-time position. Seniority shall be determined by the length of continuous service as determined by the date of the Board meeting at which the MBU was hired, and then by:

a. Total years of teaching experience at Cardinal; and then by
b. Total years of teaching service credit.
c. The date the teacher signed the letter of intent, then time stamp.

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

3. Recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list in the MBU's area(s) of certification/licensure for all MBUs deemed comparable on their performance evaluations. Prior to the action by the Board to suspend contracts, the following steps will be taken:

   a. At least forty-five (45) calendar days before the Board votes on the action, the Superintendent will meet with and notify the Association President of the Board's intent to effect a reduction in force through suspension of contracts and explain the need for a RIF.

   b. The Superintendent will provide to the Association a list of positions to be eliminated and a list of MBUs that will be affected by the RIF.

   c. The number of persons affected by a reduction in force will be kept to a minimum or avoided by not employing replacements insofar as practicable for employees who retire or resign, or whose limited contracts are not renewed. However, attrition may not be sufficient to avoid a RIF in its entirety.

   d. At least forty (40) calendar days before the Board votes on the action, the Board shall notify all MBUs in writing of its intent to effect a reduction in force through suspension of contracts.

   e. A MBU whose contract is being suspended through a RIF will be given written notification at least thirty (30) days prior to the Board action in June. The written notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher.

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

4. When conducting a Reduction in Force, the Board may proceed to suspend contracts in accordance with the recommendations of the Superintendent. In making his/her recommendations, the Superintendent must first reduce MBUs on limited contracts and then MBUs on continuing contracts.

a. Limited contract MBUs shall be reduced first utilizing the following order:

i. Certification/Licensure within the affected teaching field.

ii. Comparable evaluations as defined below.

iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior limited contract MBU in the affected teaching field being the first to be suspended.

b. Should the necessary reduction of MBU positions exceed the number of limited contract MBUs in the affected teaching field, continuing contract MBUs shall be reduced utilizing the following order:

i. Certification/Licensure within the affected teaching field.

ii. Comparable evaluations as defined below.

iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior continuing contract MBU in the affected teaching field being the first to be suspended.

B. COMPARABLE EVALUATIONS

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

1. Comparable evaluation shall be defined as follows:

a. All Ineffective OTES-rated MBUs will be considered "comparable" to each other.

b. All Developing OTES-rated MBUs will be considered "comparable" to each other.

c. All Skilled OTES-rated MBUs will be considered "comparable" to each other.

d. All Accomplished OTES-rated MBUs will be considered “comparable” to each other.

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

C. CONSOLIDATION OR MERGER

Current MBUs, at the time of a consolidation or merger, for the purpose of a reduction in force,

shall have greater seniority than the employees acquired by said consolidation or merger.

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

1. The Board shall give ten (10) days written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

2. The Association reserves the right to designate counsel to represent and defend the Board;

3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the reduction in force provision of this CBA; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies said provision herein.

D. RECALL

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

1. No new MBUs will be employed by the Board while there are MBUs on the recall list who are certificated/licensed for the position in question.

2. A MBU on the recall list shall be offered a place on the substitute teacher list.

3. A MBU whose name appears on the recall list shall be offered reemployment to a position for which he/she is certificated/licensed whenever a vacancy for a school semester or more occurs through retirement, resignation, death, termination of contract, creation of position, or Board-approved unpaid leave of absence.

4. If a MBU on the recall list accepts employment for a full school year with another school district, the MBU shall notify the Superintendent immediately and will be removed from the recall list.

5. A MBU removed from the recall list, except by recall to employment, must make application for employment in accordance with established procedure if he/she desires to be considered for future employment by the Board.

6. A MBU on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave and salary schedule placement as the MBU would have received in the year following the suspension of

contract.

7. The recall list shall be made available to each building principal and the Association President simultaneously and posted in each school building.

8. Seniority shall not be a factor in recalling any MBUs unless the decision is between MBUs with comparable evaluations or non-OTES MBUs. When selecting among MBUs with comparable evaluations, MBUs on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. MBUs on the recall list with continuing contracts shall be recalled before those with limited contracts.

9. If a vacancy occurs, the Board shall send certified mail of the offer of reemployment to the last address on file in the Board Treasurer's office. If a MBU fails to accept the offer of reemployment within fifteen (15) calendar days or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or during a school year, from the date said offer is delivered at the address on file for the MBU, the MBU shall be considered to have rejected the offer and shall be removed from the recall list.

10. A MBU whose contract is suspended shall be placed on a recall list stating years of continuous service in the District, subject(s) and/or grade levels certified/licensed to teach, and type of areas of eligibility on the recall list. Additional certificates/licenses must be filed in the Superintendent's office as acquired. A teacher on the recall list shall be offered a contract for vacancies as they occur, for which he/she is certified/licensed.

    Acceptance or rejection of a lesser position offered by the District (i.e., less hours, non-teaching, any substitute position, etc.) will not result in the teacher being removed from the recall list.

E. REPLACEMENTS

The number of MBUs affected by a reduction in force will be kept to a minimum by not employing replacements for MBUs who resign or retire, as is possible.

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

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

XII. ASSOCIATION RIGHTS

A. PAYROLL DEDUCTIONS

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

    a. Geauga Credit Union

    b. Annuities (as per Board policy)

    c. Association Dues

d. Disability insurance

e. Cancer Insurance

f. Additional Life Insurance with Board carrier

g. OEA Fund

h. U.S. Savings Bonds (if available)

i. The OEA Retirement Program (both 403(b) and 457(b) plans – traditional and Roth) administered by Security Benefit provided that at least 5 or more employees participate.

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

3. Deductions Spread Over a Specified Period:

a. Deductions for Annuities and Credit Union shall be made in equal amounts over twenty-four (24) pays.

b. Deductions for C.E.A. Dues and the OEA Fund shall be made in equal amounts over twenty (20) pays.

c. Deductions for Disability, Cancer and Life insurance shall be made in equal amounts over twelve (12) pays.

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

B. DIRECT DEPOSIT

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

C. MAIL

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

D. USE OF SCHOOL FACILITIES

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

E. BULLETIN BOARDS

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

F. ORIENTATION MEETING FOR NEWLY HIRED MBUs

1. Newly Hired MBU Orientation Meeting.

   a. The Board shall conduct a new bargaining unit member orientation for all newly hired bargaining unit members on the business day immediately before the first teacher workday of each school year, except when no new bargaining unit members are commencing employment at the start of a school year.

   b. The Board shall conduct a new bargaining unit member orientation during the school year for any bargaining unit members hired after the start of the school year. Any Association representative requested by the Association to be present for this portion of an orientation meeting occurring during the school year shall be released from other duties to participate without loss of pay.

   c. During orientation meetings for newly hired MBUs, the Association President and the CEA executive committee will be provided with adequate time (not less than sixty (60) uninterrupted minutes) to meet with all newly hired MBUs and to distribute information to the newly hired MBUs. All non-bargaining unit members shall excuse themselves during this portion of the orientation meeting.

   d. Newly hired MBUs shall be paid the substitute teacher daily rate for attending the orientation meeting if it occurs outside of the regular teacher work year. All other MBUs attending an orientation meeting for newly hired MBUs shall not receive any additional compensation.

   e. The Board shall provide advance written notice to the Association President at least ten (10) calendar days before any orientation meeting for newly hired MBUs. This notice shall include the date, time, and location of the orientation meeting.

G. COMMUNICATION AND VISITATIONS WITH MBU(s)

1. The Association shall be permitted to make announcements at general staff meetings, building meetings, and District meetings at the end of such meetings and use the available public-address system for Association announcements subject to applicable building procedures.

2. The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Employer's mail and email system distribution systems. Administrators are not permitted to be members of MBU e-mail groups (including but not limited to building teacher groups and the CEA group).

3. Duly authorized representatives of the Association and its affiliates may transact Association business on the employer's property any time before and after the regular workday and during members' lunch times.

4. The Association President (or designee) shall, with the building principal's approval, be allowed to visit schools to investigate working conditions, MBUs' complaints, or problems during off-duty time in non-work areas. Discussions will not occur in the classroom when students are present.

H. INFORMATION

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

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

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

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

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

I. BOARD AGENDAS

Agendas will be available electronically.

J. COPIES OF THE CBA

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

K. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

Compensation - Members will receive an annual stipend of 1.25% of the BA 0 salary annually. The Recorder/Clerk will receive 2.5% of the BA 0 salary annually. A member will be paid twenty dollars ($20.00) per hour for each hour of LPDC service beyond twenty-six and one-half (26-1/2) hours in a school year. A Recorder/Clerk will be paid for additional hours beyond fifty-three (53) hours in a given school year.

L. NATIONAL BOARD/MASTER TEACHER

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

XIII. LEAVES OF ABSENCE

A. SICK LEAVE

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

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

1. Personal illness or injury.

2. Illness, injury or death to an employee's immediate family member.

3. Pregnancy of the employee including leave taken during the six (6) weeks following the birth of the child.

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

"Immediate family" for illness is defined as husband, wife, children, father, mother, brother, sister, grandparents, grandparents-in-law, father-in-law, mother-in-law, grandchild, custodial child, or anyone living under the roof of the MBU.

The Superintendent may request to meet with a MBU to discuss the MBU's use of sick leave when there is a reasonable basis to suspect sick leave abuse or when the pattern, frequency, or duration of absences adversely affects the continuity of instruction or the operation of the District. Such meetings shall be held in a timely manner, with the MBU entitled to Association representation upon request, and shall be conducted in a professional, non-threatening manner for the purpose of understanding the circumstances and reviewing expectations regarding attendance. These conversations shall not be used to inquire into specific medical diagnoses, shall not interfere with approved FMLA or other approved medical leaves.

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

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

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

B. FUNERAL LEAVE

Up to three days are allowable for funeral leave in the event of the death of an immediate family member as defined in Article XIII., A.

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

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

C. JURY DUTY LEAVE

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

D. SUBPOENAED WITNESS LEAVE

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

E. PERSONAL LEAVE

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

Personal leave shall not be used on the first five (5) workdays of the teacher work year, the last five (5) workdays of the teacher work year, or on Orientation Day, In-Service Days, and Professional Development Days, except with prior approval of the Superintendent. Personal leave shall not be used for more than two (2) consecutive workdays, except for one (1) such occurrence per school year, unless additional consecutive use is approved by the Superintendent.

Requests for exceptions under this paragraph shall not be unreasonably denied. Exceptions include, but are not limited to:

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

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

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

F. ASSAULT LEAVE

1. Assault leave will be granted to any MBU who is absent due to a physical disability resulting from an assault that occurs while the MBU is fulfilling the duties required in his/her contract with the Board. The MBU will be maintained on full school pay status during the period of such disability, or a maximum of fifty (50) school days per incident. The Superintendent may grant a maximum of three (3) school days for emotional distress per incident.

2. Assault leave will not be charged against sick leave earned or earnable or other such leave.

3. The Board requires a MBU requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the secretary in the building where the MBU is assigned.

4. An assaulted MBU will immediately apply for workers' compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.

5. In case of physical disability when medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Any excess cost of any medical examination shall be borne by the Board.

6. In order to qualify for assault leave, the assaulted MBU must file charges with the police, submit a detailed statement of the assault, and agree to be available to participate in any proceedings necessary for the Board to take appropriate action to discipline the assaulter.

7. If a student(s) was responsible for the assault leave, upon request of the MBU, there shall be a meeting with the MBU, student(s), parents and principal before the MBU and student(s) resume activities in the classroom. The purpose of the meeting shall be to emphasize to the student(s) the need for proper behavior in the class and in the school.

G. PROFESSIONAL LEAVE

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

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

H. SABBATICAL LEAVE

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

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

I. PREGNANCY LEAVE

1. Upon her request, any pregnant MBU may be granted an unpaid leave of absence for the remainder of the school year in which it is granted plus an additional school year if requested by the MBU. Upon recommendation of the Superintendent and Board approval, the leave may be extended for one (1) additional year.

2. The MBU will supply the Board, upon its request, a statement from her physician indicating that she can fulfill the contractual duties upon return.

3. A MBU returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this CBA.

4. Persons replacing the MBU shall have no claim to continued employment in the District upon return of the MBU on pregnancy leave. A MBU on leave must notify the Superintendent in writing on or before April 1 of the year of the leave of her intention to return or not to return to her position. This decision is binding on the MBU.

5. While on such leave, a MBU can maintain insurance by paying the premium for such coverage.

J. PARENTAL LEAVE

1. A MBU who becomes the parent of a newborn or an adopted or foster child may be granted an unpaid leave of absence for a period of one (1) year from the date of birth or the date of placement in the case of adoption or foster.

2. A MBU returning from such leave shall retain the same years of seniority as prior to the leave and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this CBA.

3. Persons replacing the MBU shall have no claim to continued employment in the District upon return of the MBU on parental leave. A MBU on leave must notify the Superintendent in writing on or before April 1 of the year of the leave of the intention to return or not to return to the position. This decision is binding on the MBU.

4. While on such leave, a MBU can maintain insurance by paying the premium for such coverage.

5. Parental/Pregnancy

A MBU may use thirty (30) accumulated sick days from the birth of the baby plus up to thirty (30) accumulated additional sick days for a total of sixty (60) consecutively paid days. The non-birth parent may use thirty (30) days of sick leave from the date of birth or the last day of the birth parent's leave. Adoptive and foster parents may utilize up to thirty (30) days of leave from the date of placement. Days from the sick leave bank cannot be used for pregnancy/parental leave.

K. ASSOCIATION LEAVE

The Association is granted up to twelve (12) days of leave per school year for Association business. Such leave is limited to four (4) days per MBU.

Association leave is to be used by officers, delegates, or appointees of the President. The use of such leave is to be determined by the Association President. For any use of Association Leave, the Association must notify the individual's immediate supervisor one (1) week or at least twenty-four (24) hours in advance.

Upon request and at no cost to the District, the Superintendent shall approve additional leave for anyone elected or appointed to OEA regional, district or state office, and/or NEA national office.

L. FAMILY AND MEDICAL LEAVE

1. MBUs shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor.

2. For purposes of this section, "12 month period" is defined as "the 12 month period measured forward from the date the MBU's first FMLA leave begins" (i.e., the leave year is specific to each MBU).

3. Eligible MBUs are entitled to 12/26 weeks of leave (as applicable to the type of leave) during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

4. FMLA does not apply to routine illnesses but rather must be used for a serious health condition of an eligible MBU or his/her immediate family, for the birth or care of a newborn child or care of a recently adopted child, and for other reasons covered by FMLA.

5. Approved FMLA leave runs concurrently with the MBU's use of paid sick leave.

6. MBUs must provide sufficient information for the Superintendent or his/her designee to determine the applicability of FMLA leave.

M. SICK LEAVE ASSISTANCE

In the event of a serious illness where an employee will exhaust sick leave in a given school year, other employees may donate up to three (3) sick leave days in whole day increments from

their respective accumulated days to· be made available to the employee affected by the illness. The total number of days to be donated is limited to thirty (30) days per instance of need.

N. GENERAL LEAVE OF ABSENCE

If, after exhausting all other leaves available under this Contract, a member requires additional leave for their own documented medical condition or the documented medical condition of the member's spouse, child, or parent, the member may elect, on one (1) occasion, to take a one-year leave of absence by notifying the Superintendent in writing at least twenty (20) calendar days before this leave of absence. The member shall notify the Superintendent no later than April 15th during the leave of absence whether the member will return to work for the following work year. During this leave of absence, the member shall neither be paid nor receive any form of paid benefits such as healthcare insurance coverage. "COBRA" rights will be extended to the member during this leave of absence. During this leave of absence, Sick Leave Assistance under Section M. of this Article is not available to the member. The person hired exclusively to provide coverage while the member was on this leave of absence shall be employed on a one-year, automatically expiring contract, and this person shall be subject to the district's hiring procedures for any future employment in the district. The parties agree that this provision supersedes R.C. 3319.13 in its entirety and that members do not have any rights to request or use any form of leave under R.C. 3319.13.

O. UNPAID ABSENCES

The only authorized leaves, paid or unpaid, are those provided for in this Article or leaves required by federal or state law to the extent any of these leaves are not already addressed in this Article.

P. FALSIFICATION

Falsification and/or other abuse of leave under this Article and/or any school record associated with such leave shall be considered just cause for discharge from employment.

XIV. INSURANCE AND OTHER PROGRAMS

A. INSURANCE

1. In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

2. Employees may not be paid cash in lieu of insurance benefits.

3. Coverage: See Plan Booklet for COG adopted coverage information.

4. Medical

   a. Full-time MBUs will pay the following monthly premium amounts for medical and prescription coverage:

1. 2026-2027 school year: $430 for family coverage / $190 for single single coverage
2. 2027-2028 school year: $440 for family coverage / $195 for single coverage
3. 2028-2029 school year: $460 for family coverage / $202 for single coverage.

5. Stark County Schools Council of Governments

The Cardinal Local Schools Board may fully meet its obligation to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

6. Preferred Provider - Doctors / Hospitals

a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County / Canton OEA office representative.

7. Preferred Provider - Prescription Drugs

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

a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

c. The deductible will be waived.

d. The list of covered expenses shall be agreed upon by the COG and the Stark County / Canton OEA office representative.

e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

8. Life Insurance

The Board shall provide term life insurance and accidental death and dismemberment coverage in the amount of forty thousand dollars ($40,000.00) for each MBU.
Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board-paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

The value of the life insurance reduces by 50% at age 65.

9. Dental Insurance

The Board shall provide Dental insurance. The Board shall pay 100% of the premium and the Employee shall pay 0%.

10. Vision Insurance

The Board shall provide Vision Insurance. The employee shall pay 100% of the premium, and the Board shall pay 0%.

11. Section 125 Tax Shelter

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

All COG employers must offer the IRC Section 125 tax shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spendings Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

12. Premium Holidays

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

13. Spousal Coverage:

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

more of the premium with his/her employer, the requirements of this section shall not apply.

B. HEPATITIS B VACCINE

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

C. SEVERANCE PAY

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

This provision is intended to apply to all MBUs retiring from service with the District, including those who participate in STRS alternative plans such as the Defined Contribution Plan or a hybrid plan, provided they otherwise meet the eligibility requirements set forth in this Agreement and have separated from employment and become eligible to withdraw or roll over funds from their STRS Defined Contribution Plan.

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

6. Accumulated sick leave is to be used for calculating severance pay. Only sick leave accumulated while employed in a public school system in Ohio will be considered for calculation purposes.

7. When severance pay is issued, all accumulated sick leave is terminated and reduced to zero (0).

8. A MBU shall only receive severance pay once, and shall be a MBU of the District immediately before retirement.

9. Five (5) years of public school service is mandatory before a MBU is eligible for severance payment.

10. The formula for the calculation for severance pay will be adjusted to the following: one-fourth (1/4) of the unused accumulated sick leave at the per diem rate during the final year of employment to a maximum of one hundred (100) days.

11. Any MBU, eligible for retirement, who dies during the term of this CBA or prior to receiving severance pay will have said severance benefits paid to his/her estate.

12. Early Retirement Bonus

Any eligible MBU who notifies the superintendent in writing (paper/email) by November 1 that he/she is retiring that school year, will receive a $2,500.00 retirement bonus payable the first payroll date in July. If a MBU is electing to retire as of May 31st that school year, the MBU shall include the May 31st effective date of their retirement in the retirement notice provided to the Superintendent no later than November 1. If the MBU does not state in this notice that they are retiring as of November 1, the MBU waives their right to retire on any date prior to the last workday of that school year. Upon request by the administration, MBUs who elect this early retirement bonus agree to mentor a student teacher during the spring semester preceding their retirement without any additional compensation by the district.

D. MILEAGE REIMBURSEMENT

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

E. PAYROLL SCHEDULE

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

During the life of this Agreement, at the discretion of the District Treasurer, the District shall transition to a bimonthly payment schedule resulting in twenty-four (24) equal pay periods throughout the calendar year.

Prior to implementation of the bimonthly payment schedule, the District shall give MBUs and the Association at least sixty (60) calendar days' written notice of the effective date and the new pay calendar. The District shall meet with the Association upon request to review the transition, including timing of pays and deductions, and shall ensure that no MBU experiences any reduction in annual salary or benefits solely as a result of the change in pay frequency.

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

F. BOARD SHELTERING OF MBUs' RETIREMENT CONTRIBUTION

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

7. The Board Treasurer will prepare and distribute an addendum to each MBU's contract that states: (1) that the MBU's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of

the employee contribution being "picked-up" by the Board on behalf of the MBU; (2) that the Board will contribute to STRS an amount equal to the MBU's required contribution to STRS for the account of each MBU; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the MBU's restated salary.

8. The Board's total combined expenditures for MBUs' total contract salaries payable pursuant hereto (including "pick-up" amounts) and its Board contributions to STRS shall not be greater than the amount it would have paid for those items had this Section not been in effect. The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a MBU's gross income said MBU's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a MBU's gross income said MBU's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

9. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.

XV. SALARY

Beginning the 2026-2027 school year, the BA Step 0 salary shall be $40,000.

Beginning the 2027-2028 school year, the BA Step 0 salary shall be $41,000.

Beginning the 2028-2029 school year, the BA Step 0 salary shall be $42,025.

The salary schedule will be updated to reflect this increase and attached to the CBA as an appendix and replace the salary schedule for prior contract years.

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

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

This CBA will continue until the effective date of its successor CBA or August 31, 2029, whichever comes first except as provided above.

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

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

XVI. SUPPLEMENTAL CONTRACTS

A. INTRODUCTION:

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

B. CO-CURRICULAR:

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

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

Academic Challenge	0.020
Academic Coach (2)	0.025
Athletic Director- High School	0.210
Athletic Director – Middle School	0.080
Faculty Manager (Athletics)	0.120
Annual Advisor	0.050
AFS	0.020
Building Technology Coordinator	0.060
*Camp Nurse	0.020
Chess Club	0.020
Class Advisor – Senior	0.075
Class Advisor – Junior	0.075
Class Advisor – Sophomore	0.045
Class Advisor- Freshman	0.045

Fall Play Dir.	0.075
Fall Play Asst. Dir.	0.020
Elementary Music Programs (1)	0.030
Elementary Student Council	0.020
Foreign Language Club	0.020
F.T.A.	0.020
Key Club - High School	0.020
Key Club (Middle School Builder's Club)	0.020
Mentor Teacher	0.040
Musical Assistants (2)	0.020
Musical Asst. Dir.	0.040
N.H.S.	0.030
Newspaper – Middle School	0.030
Academic Team Coach	0.050
Speech & Debate Team	0.050
Student Council Advisor - High School	0.050
Student Council Advisor - Middle School	0.030
Teacher Leader	0.030
Teen Institute	0.020
Varsity C/Spirit Club	0.020
Yearbook – High School	0.065
Yearbook – Middle School	0.030
Yearbook – Elementary School	0.030
Saturday School	$75 per Saturday (up to 3 hours)
Extended Educational Program Service	$36.00 per hour rounded to next quarter hour

	Step 0*	Step 1*	Step 2*
Cardinaires	0.085	0.095	0.100
Vocal Music 9-12	0.065	0.075	0.085
Choral - Middle School	0.030	0.040	0.050*
Cardinaires Assistant	0.070	0.080	0.090
Dean of Students - High School	0.140	0.160	0.180
Flag Advisor	0.040	0.050	0.060
Dance Line Instructor	0.040	0.050	0.060
Marching Band/Concert Band	0.120	0.140	0.160
Marching Band Assistant	0.060	0.070	0.080
Band - Middle School	0.030	0.040	0.050*
PEP Band Director	0.020	0.030	0.040
Musical Director	0.070	0.080	0.090
5th Grade Camp Director	0.060	0.070	0.080
6th Grade Camp Counselor	0.040	0.050	0.060

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

C. ATHLETICS:

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

	Step 0*	Step 1*	Step 2*
Athletic Strength Coordinator	0.040		
Boys Basketball Head Varsity	0.130	0.150	0.170
Boys Basketball Top Assistant (J.V.)	0.090	0.110	0.130
Boys Basketball Varsity Assistant	0.070	0.090	0.110
Boys Basketball Freshman	0.080	0.100	0.120
Boys Basketball Middle School (2)	0.060	0.070	0.080
Boys Basketball Scouting	0.015	0.020	0.025
Boys Baseball Head	0.100	0.110	0.120
Boys Baseball Assistant	0.070	0.080	0.090
Boys Baseball Grade 9	0.060	0.070	0.080
Cheerleader Advisor High School	0.080	0.090	0.100
Cheerleader Advisor Middle School	0.050	0.060	0.070
Cross Country Head	0.070	0.080	0.090
Cross County Assistant	0.040	0.050	0.060
Cross Country Middle School	0.030	0.040	0.050
Football Coach Head	0.130	0.150	0.170
Football Coach Top Assistant	0.110	0.130	0.150
Football Coach High School Assistant (2)	0.090	0.110	0.130
Football Coach Middle School	0.080	0.100	0.110
Football Scouting	0.015	0.020	0.025
Football Assistant Grade 9	0.090	0.110	0.130
Girls Basketball Head	0.130	0.150	0.170
Girls Basketball Top Assistant	0.090	0.110	0.130
Girls Basketball Varsity Assistant	0.070	0.090	0.110
Girls Basketball Middle School (2)	0.060	0.070	0.080
Girls Basketball Scouting	0.015	0.020	0.025
Girls Basketball Freshman	0.080	0.100	0.120
Girls Softball Head Coach	0.100	0.110	0.120
Girls Softball Assistant Coach	0.070	0.080	0.090

Girls Softball Coach Grade 9	0.060	0.070	0.080
Girls Volleyball Head	0.130	0.150	0.170
Girls Volleyball Assistant	0.090	0.110	0.130
Girls Volleyball Grade 9	0.090	0.110	0.130
Girls Volleyball Middle School (2)	0.060	0.070	0.080
Golf Head Coach	0.060	0.070	0.080
Golf Assistant	0.030	0.040	0.050
Soccer Head Coach	0.100	0.110	0.120
Soccer Assistant	0.060	0.070	0.080
Track Head	0.110	0.130	0.150
Track Assistant (3)	0.070	0.080	0.090
Track Middle School (2)	0.040	0.050	0.060
Wrestling Head Varsity	0.130	0.150	0.170
Wrestling Assistant	0.090	0.110	0.130
Wrestling Grade	0.070	0.080	0.090
Wresting Middle School (1)	0.060	0.070	0.080

D. OTHER CONTRACTS:

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

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

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

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

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

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

E. ELEMENTARY MUSIC:

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

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

F. OVERNIGHT FIELD TRIPS:

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

G. MISCELLANEOUS

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

3. As additional co-curricular duties are added, the compensation for such duties will be negotiated with the appropriate CEA representatives.

4. Salary will be rounded to the nearest dollar.

5. In any sport area where there are multiple coaching positions, such positions will be filled depending on number of student participants and schedule of games.

6. A written notification will be presented to the MBU prior to Board action to hire a replacement when the employee has reapplied for a position served in the previous year.

7. When a MBU is unable to complete the responsibilities in a given contract year and a replacement is needed, payment will be pro-rated for each individual as determined by the overall duties of the position.

8. MBUs on extended time shall be paid at their per diem rate:

   High School Counselor - 15 days

   Middle School Counselor - 10 days

   School Psychologists and Speech Language Pathologists shall be granted up to five (5) days as needed to perform work outside the school year.

9. Dean of Students, Athletic Director(s), Faculty Manager, and Saturday School. The Board may choose to assign the related duties of any of the positions to administrative personnel when a person serving in the position does not return due to retirement or other personal choice or if no qualified MBU applies. Prior notice must be given to the Association.

XVII. MISCELLANEOUS

A. ENTIRE CBA

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

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

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

B. NO STRIKE CLAUSE

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

C. PRESS RELEASE

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

D. DURATION

This CBA shall take effect the first workday of the 2026-2027 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor CBA or August 31, 2029, whichever comes sooner.

E. SEVERABILITY

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

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

CARDINAL EDUCATION ASSOCIATION	CARDINAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
Nicole Nicholas	Linda Smallwood,
Cardinal Education Association President	Board President

SALARY INDEX

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

SALARY SCHEDULE 2026-2027

Step	ND Index	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	36,200	40,000	41,600	43,200	44,800	46,400	48,000	49,600
1	37,520	41,600	43,360	45,120	46,880	48,640	50,400	52,000
2	38,840	43,200	45,120	47,040	48,960	50,880	52,800	54,400
3	40,160	44,800	46,880	48,960	51,040	53,120	55,200	56,800
4	41,480	46,400	48,640	50,880	53,120	55,360	57,600	59,200
5	42,800	48,000	50,400	52,800	55,200	57,600	60,000	61,600
6	44,120	49,600	52,160	54,720	57,280	59,840	62,400	64,000
7	45,440	51,200	53,920	56,640	59,360	62,080	64,800	66,400
8	46,760	52,800	55,680	58,560	61,440	64,320	67,200	68,800
9	48,080	54,400	57,440	60,480	63,520	66,560	69,600	71,200
10	49,400	56,000	59,200	62,400	65,600	68,800	72,000	73,600
11	50,720	57,600	60,960	64,320	67,680	71,040	74,400	76,000
12	52,040	59,200	62,720	66,240	69,760	73,280	76,800	78,400
13	53,360	60,800	64,480	68,160	71,840	75,520	79,200	80,800
14	54,680	62,400	66,240	70,080	73,920	77,760	81,600	83,200
15	56,000	64,000	68,000	72,000	76,000	80,000	84,000	85,600
16	56,000	64,000	68,000	72,000	76,000	80,000	84,000	85,600
17	56,000	64,000	68,000	72,000	76,000	80,000	84,000	85,600
18	56,000	64,000	68,000	72,000	76,000	80,000	84,000	85,600
19	56,000	64,000	68,000	72,000	76,000	80,000	84,000	85,600
20	56,800	64,800	68,800	72,800	76,800	80,800	84,800	87,200
21	56,800	64,800	68,800	72,800	76,800	80,800	84,800	87,200
22	56,800	64,800	68,800	72,800	76,800	80,800	84,800	87,200
23	56,800	64,800	68,800	72,800	76,800	80,800	84,800	87,200
24	56,800	64,800	68,800	72,800	76,800	80,800	84,800	87,200
25	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800
26	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800
27	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800
28	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800
29	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800
30	58,400	66,400	70,400	74,400	78,400	82,400	86,400	88,800

SALARY SCHEDULE 2027-2028

Step	ND Index	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	37,105	41,000	42,640	44,280	45,920	47,560	49,200	50,840
1	38,458	42,640	44,444	46,248	48,052	49,856	51,660	53,300
2	39,811	44,280	46,248	48,216	50,184	52,152	54,120	55,760
3	41,164	45,920	48,052	50,184	52,316	54,448	56,580	58,220
4	42,517	47,560	49,856	52,152	54,448	56,744	59,040	60,680
5	43,870	49,200	51,660	54,120	56,580	59,040	61,500	63,140
6	45,223	50,840	53,464	56,088	58,712	61,336	63,960	65,600
7	46,576	52,480	55,268	58,056	60,844	63,632	66,420	68,060
8	47,929	54,120	57,072	60,024	62,976	65,928	68,880	70,520
9	49,282	55,760	58,876	61,992	65,108	68,224	71,340	72,980
10	50,635	57,400	60,680	63,960	67,240	70,520	73,800	75,440
11	51,988	59,040	62,484	65,928	69,372	72,816	76,260	77,900
12	53,341	60,680	64,288	67,896	71,504	75,112	78,720	80,360
13	54,694	62,320	66,092	69,864	73,636	77,408	81,180	82,820
14	56,047	63,960	67,896	71,832	75,768	79,704	83,640	85,280
15	57,400	65,600	69,700	73,800	77,900	82,000	86,100	87,740
16	57,400	65,600	69,700	73,800	77,900	82,000	86,100	87,740
17	57,400	65,600	69,700	73,800	77,900	82,000	86,100	87,740
18	57,400	65,600	69,700	73,800	77,900	82,000	86,100	87,740
19	57,400	65,600	69,700	73,800	77,900	82,000	86,100	87,740
20	58,220	66,420	70,520	74,620	78,720	82,820	86,920	89,380
21	58,220	66,420	70,520	74,620	78,720	82,820	86,920	89,380
22	58,220	66,420	70,520	74,620	78,720	82,820	86,920	89,380
23	58,220	66,420	70,520	74,620	78,720	82,820	86,920	89,380
24	58,220	66,420	70,520	74,620	78,720	82,820	86,920	89,380
25	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020
26	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020
27	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020
28	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020
29	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020
30	59,860	68,060	72,160	76,260	80,360	84,460	88,560	91,020

SALARY SCHEDULE 2028-2029

Step	ND Index	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	38,033	42,025	43,706	45,387	47,068	48,749	50,430	52,111
1	39,419	43,706	45,555	47,404	49,253	51,102	52,952	54,633
2	40,806	45,387	47,404	49,421	51,439	53,456	55,473	57,154
3	42,193	47,068	49,253	51,439	53,624	55,809	57,995	59,676
4	43,580	48,749	51,102	53,456	55,809	58,163	60,516	62,197
5	44,967	50,430	52,952	55,473	57,995	60,516	63,038	64,719
6	46,354	52,111	54,801	57,490	60,180	62,869	65,559	67,240
7	47,740	53,792	56,650	59,507	62,365	65,223	68,081	69,762
8	49,127	55,473	58,499	61,525	64,550	67,576	70,602	72,283
9	50,514	57,154	60,348	63,542	66,736	69,930	73,124	74,805
10	51,901	58,835	62,197	65,559	68,921	72,283	75,645	77,326
11	53,288	60,516	64,046	67,576	71,106	74,636	78,167	79,848
12	54,675	62,197	65,895	69,593	73,292	76,990	80,688	82,369
13	56,061	63,878	67,744	71,611	75,477	79,343	83,210	84,891
14	57,448	65,559	69,593	73,628	77,662	81,697	85,731	87,412
15	58,835	67,240	71,443	75,645	79,848	84,050	88,253	89,934
16	58,835	67,240	71,443	75,645	79,848	84,050	88,253	89,934
17	58,835	67,240	71,443	75,645	79,848	84,050	88,253	89,934
18	58,835	67,240	71,443	75,645	79,848	84,050	88,253	89,934
19	58,835	67,240	71,443	75,645	79,848	84,050	88,253	89,934
20	59,676	68,081	72,283	76,486	80,688	84,891	89,093	91,615
21	59,676	68,081	72,283	76,486	80,688	84,891	89,093	91,615
22	59,676	68,081	72,283	76,486	80,688	84,891	89,093	91,615
23	59,676	68,081	72,283	76,486	80,688	84,891	89,093	91,615
24	59,676	68,081	72,283	76,486	80,688	84,891	89,093	91,615
25	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296
26	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296
27	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296
28	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296
29	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296
30	61,357	69,762	73,964	78,167	82,369	86,572	90,774	93,296

A1. CLASSROOM TEACHER JOB DESCRIPTION

CARDINAL LOCAL SCHOOL DISTRICT

Job Description

Classroom Teacher

QUALIFICATIONS:

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

REPORTS TO/EVALUATED BY:
Building Principal or designee.

SUPERVISES:
Teacher aide, student teacher, or volunteers as assigned by the building principal. JOB GOAL:
To guide students in learning subject matter and/or skills as contained in the applicable Cardinal Local School District course(s) of study.

PERFORMANCE RESPONSIBILITIES:
Instructional Procedures
The teacher:

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

Management Skills
The teacher:

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

Pupil/ Teacher Relationships

The teacher:

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

Teacher Relationships within the School Community

The teacher:

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

Professional Characteristics

The teacher:

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

TERMS OF EMPLOYMENT:

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

EVALUATION:

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

Adopted: August 26, 1999

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

Cardinal Local Schools

School Psychologist: _____ School Year: _____

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

( ) ETR ( ) Student Assessment ( ) Instructional Lesson/Therapy

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

Major Function: Direct Intervention for Students	**A**	**S**	**D**	**I**	**N/O**
2.1 Assisting in identification of students' learning and adjustment problems					
2.2 Defining and clarifying problems using diagnostic assessment, background information and context, and team input prior to consideration of problem solutions					
2.3 Assisting in the selection, development, and evaluation of interventions for individual students or groups of students that are relevant to the student(s) problem and context, and that are empirically supported					
2.4 Assessing and evaluating problems in a manner which indicates understanding of the impact of multiple systems on the development of students and on the function of school personnel					
2.5 Synthesizing the views of others and offering practical ideas about student problems and potential solutions in team and group problem-solving situations					
2.6 Collaborating in the design and collection of progress monitoring data, using this data in evaluating the effectiveness of individual and group interventions, and suggesting the modification of interventions based on the data collected					
2.7 Providing individualized and group counseling in crisis situations, as directed and appropriate					
Comments:					
Major Function: Special Education Management	**A**	**S**	**D**	**I**	**N/O**
3.1 Collaborating and coordinating with school and district staff to provide an articulated program that effectively meets the needs of all students receiving special education services within the building(s)					
3.2 Assist in assessing and articulating special education service needs and collaboratively working to provide flexible solutions as					

problem situations arise					
3.3 Assisting and collaborating in the preparation of Individual Education Programs (IEP) that incorporate assessment results, effectively address student needs, and meet compliance mandates					
3.4 Acting as a resource for special education teachers in program management, classroom accommodations, curricular modification, and the characteristics and manifestations of specific disabilities					
3.5 Participate in arranging and conducting re-evaluations of special education students in a timely manner					
3.6 Working collaboratively with special education staff to foster team building and cooperative problem solving					
Comments:					
Major Function: General Education Support	**A**	**S**	**D**	**I**	**N/O**
4.1 Participating in multidisciplinary teams					
4.2 Collaborating and consulting with general education staff					
4.3 Acting as a resource for general education teachers regarding classroom accommodations, and the characteristics and manifestations of specific disabilities					
4.4 Providing useful guidance, advice, and technical assistance to teachers, parents, and other stakeholders in defining educational, social, and emotional problems and needs of students and assist in determining viable ways for those problems and needs to be addressed appropriately.					
Comments:					
Major Function: Performance of Professional Responsibility	**A**	**S**	**D**	**I**	**N/O**
5.1 Applying ethical principles and standards of practice to delivery of					

services in the schools					
5.2 Demonstrating knowledge of and adhering to federal and state policies, regulations, and procedures					
5.3 Demonstrating knowledge of and adhering to district and school policies and procedures					
5.4 Maintaining organized, accurate and complete records of student referrals, assessments, communications, and all relevant documentation					
Comments:					
Major Function: Performance of Related Professional Dues and Responsibilities	**A**	**S**	**D**	**I**	**N/O**
6.1 Participating in professional growth opportunities					
6.2 Following directives and accepting supervision					
6.3 Complying with established lines of authority, within the parameters of professional standards of practice and ethical principles					
6.4 Working collaboratively with other district staff and utilizing district resources					
6.5 Promoting partnerships with parents and educators					
Comments:					
Major Function: Professional Interactions	**A**	**S**	**D**	**I**	**N/O**
7.1 Interacting respectfully and appropriately with colleagues, parents, and teachers					
7.2 Listening attentively and respectfully, and encouraging teachers, colleagues, administrators, and parents to present their view during					

interactions					
Comments:					

Evaluator Comments:

Employee Comments:

School Psychologist Signature _____ Date _____

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

Conference Date: _____

Recommendation for Employment: _____

Supervisor Signature _____ Date _____

A3. **Licensed School Registered Nurse Performance Evaluation**

Cardinal Local School District

Employee Name: Date of Review: Work Location:

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

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

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

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

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

Comments:					
1.14 Utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible					
Comments:					
1.15 Manages school health services and health clinic	**A**	**S**	**D**	**I**	**N/A**
Comments:					

Evaluator Comments:

Employee Comments:

Evaluator Signature _____ Date _____

Conference Date: _____

Recommendation for Employment: _____

_____ _____

Nurse Signature Date

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

A4. **RELATED SERVICES**

Cardinal Local School District

EVALUATION SUMMARY REPORT RELATED SERVICES _____ SCHOOL YEAR

Occupational Therapy Speech/Language Therapy

Name _____ Date _____

(B) Accomplished: Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)					
(T) Skilled: Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s)					
(E) Developing**:** Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.					
(J) Ineffective**:** Performance does not meet acceptable requirements and/or expectations of the district. An Improvement Plan may be developed and implemented					
(N/O) Not Observed					
MAJOR FUNCTION: EVALUATION AND ASSESSMENT	**A**	**S**	**D**	**I**	**N/O**
1.1 Appropriately selects and administers formal and informal evaluations which provide information as to the strengths and weaknesses of the student					
1.2 Appropriately presents reports to school team and to families which are clear, coherent, and contain relevant information presented in technically correct and understandable language					
1.3 Develops clearly defined and appropriate goals and objectives for students based upon assessment data					
1.4 Works cooperatively with school staff and parents to develop their portion of the IEP (present levels, goals, objectives or benchmarks, services, accommodations/ modifications, etc.)					
Comments:					
MAJOR FUNCTION: TREATMENT AND DELIVERY OF SERVICES	**A**	**S**	**D**	**I**	**N/O**
1.1 Uses instructional time efficiently					

1.2	Establishes instructional procedures and implements effective techniques that facilitate progress in relevant area of therapy, as well as overall needs of the student(s) based on data					
1.3	Sets expectations and effectively manages student behavior					
1.4	Evaluates progress regularly and documents on the IEP progress report in a timely manner					
1.5	Lessons and interventions for each student are related to and appropriate for IEP goals and objectives					
1.6	Therapy services are provided in the least restrictive manner and integrated into the classroom/program/school setting to the greatest degree possible, as appropriate					
1.7	Redesigns treatment program as student progresses or regresses and assesses the appropriate time to discontinue treatment when necessary					
1.8	Interactions with student(s) demonstrate care, concern, and respect and an environment is created which is conducive to learning					
Comments:						
MAJOR FUNCTION: CONSULTATION AND COLLABORATION		**A**	**S**	**D**	**I**	**N/O**
1.1	Collaborates with other service providers to ensure students are being served appropriately					
1.2	Maintains positive interpersonal relationships with families					
1.3	Maintains positive interpersonal relationships with teachers, administrators, and other professionals					
1.4	Engages in problem solving behavior when conflicts arise					
1.5	Is visible and available to staff, family and school administration					
1.6	Communicates effectively both orally and in writing with parents, students, colleagues, and supervisor(s)					
1.7	Has knowledge of, and can recommend, appropriate interventions, treatments, etc. to other staff working with assigned student(s)					
Comments:						

MAJOR FUNCTION: PROFESSIONAL SKILLS AND GROWTH					
1.1 Continues professional development through coursework and/or seminars, professional reading and membership in professional organizations					
1.2 Maintains an efficient and effective record keeping system; records reflect accurate documentation including a description of intervention strategies provided and the student's response to these strategies					
1.3 Implements advancements and updated techniques in the discipline					
1.4 Takes initiative to carry out job responsibilities					
Comments:					
MAJOR FUNCTION: PROFESSIONAL RESPONSIBILITY	**A**	**S**	**D**	**I**	**N/O**
1.1 Understands and implements Due Process procedures as they relate to school-based therapy					
1.2 Protects confidentiality of students, faculty and families					
1.3 Follows standards of professional and ethical conduct as defined by professional organizations (Ohio Licensure Board)					
1.4 Completes required forms, reports, and other necessary paperwork accurately and on time					
1.5 Exhibits regular attendance and punctuality for meetings, appointments, work, and other timelines					
Comments:					

Evaluator Comments:

Employee Comments:

Evaluator Signature _____ Date _____

Conference Date: _____

Recommendation for Employment: _____

_____ _____

Occupational Therapy/Speech/Language Therapy Date

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

A5. **Instructional Coach Evaluation**

Cardinal Local School District
Instructional Coach:_____ School Year:_____

(C) Accomplished: Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)					
(U) Skilled: Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s).					
***(F) Developing*:** Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.					
***(K) Ineffective*:** Performance does not meet acceptable requirements and/or expectations of the district. An Improvement Plan may be developed and implemented					
(N/O) Not Observed					
Major Function: Knowledge of Students	**A**	**S**	**D**	**I**	**N/O**
1.1 Analysis of student data/evidence (development, backgrounds, prior experiences, cultural heritage, etc.) to connect data/evidence to specific strategies and plans supporting differentiated instruction for individuals and sub-groups					
Comments:					
Major Function: Climate/Environment					
1.1 Models/encourages/promotes an environment that is fair, respectful, supportive, safe and inclusive					
1.2 Viewed as an integral member of the department or grade level by supporting instructional practices					
1.3 Consistently participates in discussions with building and/or district level administrators to understand professional development needs; regularly engages with building and/or district administrators in professional development planning and delivery					
Comments:					

Major Function: Data-based Decision Making	A	S	D	I	N/O
1.1 Consistently applies applicable data to curricular decisions and/or instructional practices.					
1.2 Has a clear and complete understanding of district initiatives and his/her role within them.					
1.3 Actively engages in problem-solving between building and district administration					
Comments:					
Major Function: Quality of Practice					
1.1 Provides professionals with a variety of materials and resources that are developmentally appropriate, allow for differentiated instruction, and provide both depth and stretch for mastery of the standards					
1.2 Effectively suggests, models, and/or assists professionals in implementing a variety of instructional strategies and methods, facilitating the professionals ability to select practices and strategies to address the needs of the professional and students					
1.3 Demonstrates an understanding of applicable standards and uses them to guide professionals in meaningful discussions to support instruction and increase student or professional growth					
1.4 Prioritizes time and tasks and is able to identify, create and follow through with an appropriate course of action based upon federal, state and local initiatives					
Comments:					
Major Function: Professional Responsibility	**A**	**S**	**D**	**I**	**N/O**
1.1 Communicates effectively with students, families and colleagues. Collaborates with colleges to improve personal and team practices by facilitating professional dialogue, peer coaching and other collegial learning activities					
1.2 Meets ethical and professional responsibilities and helps colleagues access and interpret laws, policies and					

	procedures and understand their implications in the classroom					
1.3	Sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence					
Comments:						

Evaluator Comments:

Employee Comments:

Evaluator Signature _____ Date _____

Conference Date: _____

Recommendation for Employment: _____

_____ _____

Instructional Coach Signature Date

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

APPENDIX A6. TEACHER EVLAUATION FORMS

All OTES / OSCES documents and forms to conform to OTES language in the contract as negotiated by the parties

A7. GRIEVANCE FORM

CARDINAL EDUCATION ASSOCIATION
Grievance Form

GRIEVANCE NO._____ GRIEVANT: _____

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

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

_____

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

_____

_____

_____

RELIEF SOUGHT (Use additional pages, if necessary)

_____

_____

_____

_____ _____
Grievant Date Filed

_____ _____
Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____
Date of Discussion

_____

_____

_____ _____
Administrator Date of Response

_____ _____
Grievant

Pc: Labor Relations Consultant
CEA President