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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CARDINAL  
BOARD OF EDUCATION

AND THE

CARDINAL  
EDUCATION ASSOCIATION

09/01/2011 to 08/31/2013

2011 - 2013

10-M-04-0604

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## I. RECOGNITION

### A. ASSOCIATION RECOGNITION

The Cardinal Board of Education, hereinafter the "Board," hereby recognizes the 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 4117.01 (G) of the Ohio Revised Code.

### B. BARGAINING UNIT MEMBER

1. Members of the CEA bargaining unit, hereinafter "MBUs," shall mean only certificated/licensed personnel under regular teaching contracts employed by the Board with the exception of substitutes, tutors (as defined in Board of Education policy), or other casual employees. Persons employed as substitutes with an assignment to one specific teaching position for a period of sixty (60) days or longer in a single school year shall no longer be considered as substitute teachers for the purpose of this Collective Bargaining Agreement, hereinafter "CBA."
2. The Association shall not include any personnel employed as management level personnel, i.e., those individuals who have the right to hire, fire, discipline, evaluate, and/or recommend or participate in such actions and all other confidential employees, including the Athletic Director, if an administrator.

## 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 an existing provision of the 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.

3. At the time the initial request for negotiations is made and the items for discussion are mutually exchanged, a meeting place shall be determined and a timetable set up for future meetings.
4. Either team may call for a caucus at any time during a bargaining session. Normally a caucus shall not last more than thirty (30) minutes.
5. Negotiation teams shall be limited to a maximum of seven (7) members, which shall include any consultants and/or alternates.
6. The teams may mutually agree to invite other professional consultants to a specific bargaining session to provide information to both teams.
7. All bargaining sessions shall be closed to the general public.

C. **AGREEMENT (T.A.)**

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

D. **DISPUTE SETTLEMENT PROCEDURE**

1. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first bargaining session. Either party may submit, at any time after fifty (50) days prior to the expiration date of this CBA, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Service (FMCS).
2. The parties agree that the aforementioned mediation process will constitute their exclusive mutual alternative dispute settlement procedure and shall last a minimum of twenty-one (21) days from date of assignment of mediator or until settlement is reached, whichever comes first. The Board acknowledges the Association's right to strike under Section 4117.14 (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 CBA. A grievance in this category may be processed, if necessary, through Step IV.
2. An "aggrieved person" 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 aggrieved or any other person of the aggrieved's choosing.

#### B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions of the problems that may from time to time arise concerning provisions of the CBA. 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 an aggrieved person 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 CBA 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 time table 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 MBU becomes aware of an incident. The time limits specified may, however, be extended by mutual agreement.

1. **Informal Step** – If a grievant believes there is a basis for a grievance, the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.
2. **Step I** – If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to his/her/their immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, 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 aggrieved and the bargaining agent. If such disposition is not timely filed, the grievance shall go to Step II.
3. **Step II** – If, after receiving an answer at Step I (or if no decision is rendered), the aggrieved person remains aggrieved, the grievance shall be forwarded 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 aggrieved person and a representative of the aggrieved's choice at a mutually agreeable time within five (5) days following the receipt of the written grievance. Within ten (10) days of receipt of the written grievance, the Superintendent shall forward a copy of the Step II decision to the grievant. A copy of the Step II decision will be forwarded to the principal or administrator involved at Step I.
4. **Step III** – If, after receiving an answer at Step II (or no decision is rendered), the MBU remains aggrieved, the aggrieved and/or the Association shall, in writing, request a Step III hearing with the Board of Education. Such request must be made within five (5) days following receipt of the Step II decision. Copies of the grievance and Step II decision will be sent to all Board members. The Board will arrange a discussion to be held in executive session, if requested by the aggrieved 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 aggrieved may be accompanied at the discussion by representatives of the Association, legal counsel, and witnesses. The Board's written decision shall be transmitted to the grievant and the Association within five (5) days following the discussion. Any official action taken by the Board will refer to the grievance by topic only.

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

**D. RIGHTS OF THE GRIEVANT**

1. A grievant may appear on his/her/their own behalf or may be represented at any and all steps of the Grievance Procedure by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the recognized bargaining agent.
2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
3. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members, it may be initially submitted at Step II described herein.
4. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of a grievance at any appropriate formal level.
5. The grievant, grievant's witness(es), and the Association President or designee shall have the right to attend Step I, II, III, or IV level meetings/hearings without loss of pay, or having to use any accrued leaves of absence.

**IV. 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. North Central committees are excluded.

**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 certificate/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 April Board meeting following the MBU requesting such consideration.

**C. TEACHER TENURE**

Only MBUs employed half-time or more by the Board shall be eligible to be considered for a continuing contract. To be eligible to be considered for a continuing contract, a MBU must have taught three (3) continuous years at the Cardinal Local Schools and hold a valid professional teaching certificate/license, and such application for professional teaching certificate/license is on file with the local and county superintendent by the April Board meeting. In addition, the MBU must notify the Superintendent of his/her eligibility to be considered for a continuing contract by the November 15 preceding the April in which the Board would consider the matter.

**D. IN-SERVICE**

The Board agrees that in-service programs are important to the professional growth of its teaching staff. The Board shall establish an In-Service Education Committee composed of two (2) persons appointed by the Board and a minimum of three (3) persons appointed by the Association President. The CEA President will appoint one of the Association appointees to serve as the chairperson. This committee will meet by October 1st to organize and plan for the following school year. The In-Service Education Committee is responsible for planning and recommending to the Superintendent a program(s) that the educational staff can take part in, either by building or by individual. Programs will be designed to meet LPDC standards for appropriate contact hours of professional development.

No more than two (2) after-school in-service meetings will be scheduled to last three (3) hours or longer; half of the scheduled time will be release time. No more than two (2) additional in-service meetings shall be scheduled per year. No in-service meeting for secondary staff shall extend past 4:00 p.m., or for elementary past 5:00 p.m. The administration will provide a minimum of five (5) school days' notice in advance of in-service meetings. In-service meetings will not be held during weeks that have early student dismissal, parent-teacher conferences, or on the last day of the teacher year.

**E. NON-RENEWAL OF CONTRACTS**

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

1. The Superintendent notifies the MBU in writing by April 1 of his/her intent to recommend to the Board that the MBU be nonrenewed;
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 April 10 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 non-renewal no later than April 30 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 CBA shall be those required to be followed by the administration and subject to review by the Court.

#### F. **MENTOR/ENTRY-YEAR PROGRAM**

1. **Definition** – All MBUs new to the District who hold an entry-year certificate/license or a two-year provisional license shall participate in the Cardinal Mentoring program. A MBU new to the District with less than five (5) years' experience may also participate voluntarily depending on the District's resources.
2. **Cardinal Mentor Committee** – A Mentor Committee consisting of the Superintendent or designee, the Lead Mentor, and the Association President or designee shall determine pairings of entry-year MBUs with available mentors. The Mentor Committee shall choose mentor teachers from a pool of available volunteers. The Mentor Committee shall have the responsibility to design application forms for mentor teachers. The committee shall resolve issues as they arise as a result of implementation of a mentor program. Issues that arise that require concurrence of the Association will be submitted to the Association for approval.

The Mentor Committee shall make every effort to match the mentor and the entry-year MBU 's subject area or building. No mentor shall have more than two (2) entry-year MBUs. Ideally, a mentor should have only one (1) entry-year MBU teacher, and two (2) only if agreeable to the mentor.

3. **Mentor Qualifications** – Mentors shall have a minimum of five (5) years' teaching experience and at least three (3) years' teaching experience in the system. A mentor shall have training in Pathwise or other similar program approved by the State Department of Education either prior to becoming a mentor or at least during the time in which the mentoring is being provided.
4. **Application Process** – Any MBU wishing to be a mentor shall apply to the Mentor Committee. Applicants who meet the qualifications set forth in Paragraph F.3 shall be included in a pool of available mentors from which the Committee will make pairings. Being a mentor shall be voluntary.
5. **Confidentiality of the Mentoring Process** – Mentor teachers shall not participate in the evaluation of the entry-year MBU. No mentor teacher shall be requested or directed to make any recommendation regarding the continued employment of the entry-year MBU. No mentor teacher shall be requested or directed to divulge information from the Pathwise instrument, other written documentation, or confidential mentor/entry-year MBU discussions.
6. **Lead Mentor Selection and Responsibilities**
  - a. **Selection of Lead Mentor**
    - (1) Lead Mentor must meet all the criteria for a mentor teacher.
    - (2) Have completed a state-approved training program such as Pathwise or Ohio First by August 1 of the ensuing school year.
    - (3) Lead Mentor shall be selected by the pool of volunteer mentors and shall hold the position a minimum of two (2) years.
    - (4) Lead Mentor shall be, effective immediately, a member of the Mentor Committee, but no lead mentor stipend or other duties shall apply until there are at least three (3) mentors of entry year teachers.
  - b. **Responsibilities of Lead Mentor**
    - (1) Shall attend and chair all meetings of the Mentor Committee.
    - (2) Shall organize regular meetings of mentor teachers and entry-year MBUs for the purpose of sharing ideas, organization, training, or any other item to enhance the mentor program.

- (3) Shall regularly interact with mentors and entry-year MBUs and assist as needed.
- (4) Shall work with the Principal to resolve conflicts between mentors and entry-year MBUs.
- (5) Devise and collect for analysis a year-end evaluation of the Mentor Program.
- (6) Collect logs of activities completed by each mentor and entry-year MBU.

7. **Mentor Responsibilities**

- a. Works in a confidential, candid, and supportive relationship.
- b. Assists entry-year MBUs in refining teaching practices.
- c. Assists entry-year MBUs in understanding the learning needs of all students, especially students at risk, those with special needs, and those from diverse cultural and linguistic background.
- d. Assists entry-year MBUs in enhancing their content expertise and their access to training in their subject matter area.
- e. Assists entry-year MBUs in applying classroom management and discipline strategies.
- f. Provides timely feedback and is highly accessible to the entry-year MBU.
- g. Facilitates and participates in sharing among entry-year MBUs and mentors.
- h. Facilitates entry-year MBUs observing mentor teachers and other experienced, exemplary MBUs in teaching situations and structures of their classrooms.
- i. Assists entry-year MBUs in utilizing educational technologies.
- j. Supports and facilitates meaningful parent and community involvement in and with the school.
- k. Participates in an ongoing and annual assessment of the mentor teacher program and other aspects of the entry-year teacher support system.
- l. Reports to the Mentor Committee.
- m. Is to function as a mentor but does not supervise. Shall not participate in the evaluation of the entry-year MBU.

- n. Is willing to participate in training, if not already trained.
  - o. Meets with the entry-year MBU during one of the New Teacher Orientation Days, when possible.
  - p. Maintains a log of activities and checks the entry-year MBU log for activities, also.
8. **Stipend/Release Time for Mentor Committee Members, Lead Mentor, Mentors, and Entry-Year MBUs** – Lead Mentor shall be paid a stipend equal to .04 of the base salary. Mentors shall be paid a stipend equal to .04 of the base salary for each entry-year teacher served. Entry-year MBUs shall receive reimbursement for expenses involved in attending required meetings (mileage, meals, materials, etc). Mentor Committee Members shall be paid according to Article XVI, Extended Educational Program Service.

Both mentors and entry-year MBUs shall have four (4) days release time for observations, conferences, training, and any other perceived need of the mentors or entry-year MBUs to accomplish the mentoring task. Release time will be arranged a week in advance or as otherwise scheduled with the principal.

9. **Hold Harmless** – A mentor teacher shall be held harmless by the Board in the event that an entry-year MBU does not succeed in the Praxis evaluation or that the Board determines to non-renew the entry-year MBU.

10. **Conflict Resolution**

- a. Process for resolving a conflict in a mentor/entry-year team:
  - (1) A mentor, entry-year MBU, or principal will notify the Lead Mentor of a problem.
  - (2) The Lead Mentor will implement steps toward conflict resolution between the involved parties.
  - (3) When all options for conflict resolution are exhausted, the mentor/entry-year MBU partnership will dissolve if the conflict still exists, and the principal and Lead Mentor will reassign the entry-year MBU to a new mentor.
- b. Any problems or conflicts between the Lead Mentor and a mentor or entry-year MBU that cannot be resolved between the parties should first be addressed by the building principal and then by the Superintendent to reach conflict resolution. The problem should be identified in writing to the principal and/or Superintendent.

G. **AIDS POLICY/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 (e.g., class size, etc.) 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. Board members will participate when available and requested. One meeting per year will be held in January on an annual basis.

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

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

I. **PERSONAL COMPLAINTS**

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

J. **EMERGENCY ASSIGNMENTS**

1. Whenever a MBU is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated/licensed substitute.
2. In the event a properly certificated/licensed substitute cannot be obtained, the following shall apply:

- a. **Elementary School** – Students may be divided between other classes, preferably in that grade level, or assigned to a MBU(s) volunteering to accept them. Each MBU receiving students shall be paid an amount per day equal to one-half of substitute pay.
- b. **Middle School and High School** – A MBU may be requested to take the class of the absent MBU. Such requests shall be equitably distributed among MBUs who do not have assigned student contact time. If substitutes are not available, a teacher may be directed to take the added assignment. MBUs will receive one-sixth (1/6) of the amount paid to a substitute per class period for this duty.
- 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.

## V. PERSONNEL FILES

### A. **LOCATION**

The Board shall maintain at the Board Office an official personnel file for each MBU.

### B. **CONTENT**

As of August 1, 2002, all negative items subsequently 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 it resulted in an administrative reprimand. After five 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 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 the file may be obtained at no cost to the MBU requesting the material.

G. **REVIEW OF PERSONNEL FILE**

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

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

H. **ANONYMOUS CORRESPONDENCE**

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

## VI. TEACHER YEAR

A. **WORK YEAR**

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

1. Days of Instruction (178 – 180);
2. Up to two (2) In-Service Days or the equivalent, one full day is to be;
3. **NEOEA DAY** will be an in-service day that can be used at the discretion of the MBU as to which NEOEA program to attend. (If a MBU does not attend a

program on NEOEA day he/she must have prior approval from the LPDC to attend an alternative professional development activity outside of scheduled student attendance days and hours. The MBU may be required to submit a certificate of attendance for the alternative program.);

4. Up to two (2) Parent-Teachers Conference Days;
5. One (1) Orientation Day (half shall be used for teacher preparation); and
6. One (1) Record Day, which will occur the first weekday after the last day of the second semester.
7. Early release days for students (two [2] hours) at the end of the first, second and third quarters for Record Day responsibilities. MBUs assigned to the Middle School and High School must submit grades no later than the end of the first student day of the next quarter, and MBUs assigned to the Elementary School must submit grades no later than the end of the fifth student day of the next quarter.

184 Total Days for MBUs.

**B. MBU WORK DAY**

1. The MBU workday shall be seven hours and thirty minutes, inclusive of a 30-minute uninterrupted lunch. Building principals may conduct up to two (2) meetings per month that last no more than thirty (30) minutes beyond the regular MBU workday. This section does not apply to meetings scheduled on early dismissals. Building Principals will establish the building times for work day and student day. Under no circumstances shall any workday be scheduled to start before 7:15 a.m. or end later than 4:00 p.m.
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 two (2) to four (4) weeks of its official adoption by the Board.

**D. PATHWISE TRAINING**

The In-Service Committee may choose to hold Pathwise Training for all untrained MBUs. One day of the training may be scheduled on NEOEA day with notice by February of the prior school year.

## VII. CONDITIONS OF EMPLOYMENT

### A. STAFF ASSIGNMENT

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

### B. MOVING

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

### C. TRANSFERS

#### 1. Voluntary Transfers

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

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

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

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

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

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

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

D. **POSTING**

All vacancies for certificated/licensed positions will be posted on the bulletin board in each building's office, and on the District's web site and/or distributed through the District's Alert System. During the summer months, a notice of each new vacancy will be posted on the District's web site and distributed through the District's Alert System, and a timely notification to check the District's web site included on the e-mail pay stub. During the last two 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. Postings will state the minimum qualifications and indicate that the vacancy is "anticipated" if Board action is pending.

E. **POSTING - EXTENDED EDUCATIONAL PROGRAMS**

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

F. **NOTIFICATION OF ASSIGNMENT**

By the final workday of a school year, the building principal or other administrator will give written notification of each MBU's tentative building assignment and grade level or subject

area assignment for the next school year. At the middle school and high school this shall include a tentative list of courses to be taught.

G. **CLASS SIZE**

1. **Maximum Class Size** – The administration will continue to make reasonable efforts to ensure that the maximum class size will not exceed twenty-two (22) students in kindergarten and twenty-eight (28) students in grades 1 through 5, and one hundred sixty-two (162) students daily in grades 6 through 12. Exceptions to the above maximums are study halls, music, physical education, and elementary art.
2. **Compensation for Exceeding Limits** – A teacher will be paid one hundred fifty dollars (\$150.00) per student per semester when the class size in academic class exceeds the maximums set forth above. The payment will be made when the teacher's class enrollment during a semester exceeds the above limits for thirty (30) consecutive days. With respect to elementary art, music and physical education classes that have more than thirty (30) students, extra pay shall be calculated and paid as follows: the teacher shall receive \$0.28 per student for each week during a semester when there are more than 30 students in his/her class. For example, if a teacher had 15 students over the 30 limit (across all of his/her classes), he/she would receive an extra pay stipend at the end of the semester of \$75.60 (i.e., \$0.28 x 18 weeks x 15 students).
3. **Special Education Students** – When a special education student is assigned to an academic class without the assistance of an aide or special teacher, the student will count one and a half times (1.5) toward the maximum class size. This section will not apply to students with solely a speech handicap or minor orthopedic handicap and not requiring major modifications in instruction.

H. **EMPLOYING RETIRED MBUs**

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

1. The Board of Education may employ retired MBUs when it is in the operational interests of the District. When a MBU retires from the District, there is no expectation of reemployment. Any decision to re-hire a MBU is solely the decision of the Board as recommended by the Superintendent. A reemployed teacher who previously worked for the Board does not need to be interviewed by the Board for any vacant position for which he/she may apply. A reemployed teacher is not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to this CBA.
2. The Board will award a minimum of five (5) years of service for the purpose of placement on the salary schedule to a reemployed retired teacher. Reemployed teachers will be given full credit for their academic training level. A recommendation will

be made by the Superintendent based upon the availability of other candidates and other appropriate factors as determined by the Superintendent. A reemployed teacher will move up the salary schedule one 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 5 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 nonrenew them) and without notice of non-renewal 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 and 3319.111, and may differ from the rights of other MBUs contained in this CBA. A performance observation and evaluation will be conducted for reemployed teachers at least once every three (3) years.
4. Reemployed teachers shall be eligible for medical, dental, prescription and life insurance coverage the same as other MBUs.
5. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see O.R.C. 3307.35.
6. Seniority for reemployed teachers will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in this CBA.
7. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
8. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers will earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teacher 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. Reemployed teachers shall be eligible to participate in the Sick Leave Bank provided for in this CBA. 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; 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.

## **VIII. MBU EVALUATION PROCEDURE**

### **A. DEFINITIONS**

1. **Evaluation** – An evaluation is the formal written composite appraisal made by an administrator of the work performance of a MBU.
2. **Observation** – An observation is a formal visitation in a MBU's classroom or job site by an administrator. The administrator may use a video recorder to record the class session. The resulting recording shall be given to the observed MBU immediately at the end of the observed class period. By mutual agreement, the video recording will be used in the MBU/principal conference. Upon viewing, the MBU will return the video recording to the administrator.
3. **Conference** – A conference is a formal or informal meeting between a MBU and principal to discuss an observation and/or an evaluation.

### **B. LIMITED/CONTINUING CONTRACT EVALUATION SCHEDULE**

All limited contract MBUs shall have at least one (1) observation and one (1) written evaluation and evaluation conference prior to April 1 of each school year. All continuing contract MBUs shall have no less than one (1) and no more than three (3) observations/evaluations within any three (3) year period. If the Administration determines that, based on evaluations, a continuing contract MBU needs assistance, the Administrator may put the MBU on an Intensive Assistance Plan (I.A.P.). The I.A.P. will contain specific areas that need improvement, methods by which the MBU may improve, and the way in which it will be measured. The MBU will receive the I.A.P. before the end of the school year and will have the right to suggest changes or additions or deletions to the I.A.P. The MBU, for the following school year, will be observed/evaluated according to the schedule for a MBU new to the system (Article VIII., C.).

C. **NEW MBUs**

MBUs new to the system shall have at least two (2) observations and two (2) written evaluations and two (2) evaluation conferences. One (1) observation, written evaluation, and conference is to be held prior to November 1. The second observation, written evaluation, and conference is to be held prior to April 1 of each school year.

D. **CONTINUING CONTRACT**

MBUs eligible for a continuing contract shall have at least two (2) observations and two (2) written evaluations and evaluation conferences. The first shall be completed prior to December 1, and the other shall be completed prior to April 1. MBUs shall notify in writing their principals by November 15 of the school year in which they are eligible for and seeking to be considered for a continuing contract. This early notification allows the administrators to do the above-mentioned two (2) observations at the appropriate times.

E. **NON-RENEWAL OF CONTRACT**

If the administrator is concerned that weaknesses and/or shortcomings are of such a serious nature that they could lead to non-renewal of contract, the administrator shall advise the MBU by way of the first evaluation instrument of such concerns. An additional evaluation shall be given no sooner than ten (10) school days or later than twenty (20) school days from the date of the first evaluation to determine if the weaknesses and/or shortcomings have been corrected. The period of time may be extended in case of emergency. In cases where a principal makes a recommendation for non-renewal of contract, an evaluator shall have completed at least three (3) formal evaluations and/or follow-up evaluations.

F. **EVALUATION REPORTS**

Evaluation reports and observation reports shall be written on the Board-approved form. The forms and the MBU's job description will be mutually developed by the Association and Superintendent or designee. MBUs will be provided with observation forms, evaluation forms, and job descriptions upon employment and whenever revised.

G. **INFORMAL CONFERENCE**

All observations will be followed by an informal conference within five (5) school days of the observation in which the administrator and MBU discuss the observation. Specific recommendations regarding any improvements needed in the performance of the MBU being evaluated will be written into the evaluation for any items marked "needs improvement."

H. **FORMAL EVALUATIONS**

All formal evaluations will be accompanied by a formal evaluation conference, in which the administrator discusses the evaluation with the MBU, and a written evaluation report will be given to the MBU.

I. **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. A principal's signature does not signify agreement with the rebuttal.

J. **MBU PERFORMANCE**

Improving MBU performance is the major goal of the MBU evaluation process.

K. **COMPLIANCE**

The Board shall evaluate in compliance with this evaluation procedure in any school year in which the Board may wish to declare its intention not to reemploy a MBU. This evaluation procedure expressly supersedes and replaces the statutory evaluation process set forth in Ohio Revised Code Sections 3319.11 and 3319.111. If a MBU is absent on extended leave, which prevents the administration from completing the evaluation process described herein, the evaluation(s) for the MBU will be considered waived and the Board will issue the MBU a one-year limited contract, or a one-year extended limited contract if the employee was otherwise eligible for a continuing contract. If the employee remains absent during the following school year, the Board may nonrenew the employee without having to conduct the evaluations otherwise required by this CBA.

**IX. TEACHING CONDITIONS**

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

A. **PLANNING PERIOD**

MBUs may use their planning period(s) for preparation, conferences, professional studies, and activities. No students shall be assigned on a regular basis to a MBU during his/her preparation time.

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

Middle school MBUs shall be scheduled for a minimum of forty (40) continuous minutes of planning time during each student day. High school MBUs shall be scheduled for a minimum of forty-one (41) continuous minutes of planning time during each student day.

**B. EXTRA MEETINGS**

1. MBUs who are required to attend IEP, IAT and/or 504 meetings that occur outside the MBU workday will be compensated at the Extended Educational Program Service ("EEPS") rate, rounded to the next quarter hour.
2. MBUs who perform student supervisory duties as assigned by an administrator (e.g., detention duty, bus duty, etc.) before or after the MBU workday will be compensated at the EEPS rate, rounded to the next quarter hour.

**C. DISCIPLINE OF PUPILS**

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

**D. LUNCH**

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

**E. DRUG FREE WORKPLACE**

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

**X. REDUCTION IN FORCE**

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

**A. CONTRACT SUSPENSION**

In making the reduction, the Board shall act to suspend contracts upon the recommendation of the Superintendent. 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.

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. Prior to the action by the Board to suspend contracts, the following steps will be taken:
  - a. At least fifty (50) calendar days before the Board votes on the action, the Board shall notify the Association President in writing of its intent to effect a reduction in force through suspension of contracts.
  - b. At least forty-five (45) 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.
  - c. At least five (5) calendar days before the Board votes on the action, the Board shall notify in writing those MBUs whom are being recommended for reduction.
  - d. At least thirty (30) calendar days before the effective date of the reduction, the Board shall give written notice to those MBUs whose contracts are being suspended.
4. 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:

- a. 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;

- b. The Association reserves the right to designate counsel to represent and defend the Board;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
- d. 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.

**B. LIMITED CONTRACTS**

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. MBUs on the recall list will be recalled to positions for which they are certificated/licensed in the order of seniority at the time of reduction.
5. If a vacancy occurs, the Board shall send certified announcements 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.
6. 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.

7. 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.
8. 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.

C. **RECALL**

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

D. **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.

E. **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.

## **XI. ASSOCIATION RIGHTS**

A. **PAYROLL DEDUCTIONS**

1. The Board will provide MBUs with the following payroll deduction options:
  - a. Geauga Credit Union
  - b. Annuities (as per Board policy)
  - c. Association Dues
  - d. Disability insurance
  - e. Cancer Insurance
  - f. Additional Life Insurance with Board carrier
  - g. Fund for Children and Public Education (FCPE)
  - h. U.S. Savings Bonds (if available)
2. Authorization for payroll deductions will be made on proper Board-approved forms as submitted.

3. Such deductions:

- a. Annuities, Credit Union shall be made in equal amounts over twenty-four (24) pays.
- b. C.E.A. Dues, EPAC shall be made in equal amounts over twenty (20) pays.
- c. Disability, Cancer and Life insurance shall be made in equal amounts over twelve (12) pays.
- d. Fair Share Fee will be divided equally among remaining pays after it has been established.

B. **DIRECT DEPOSIT**

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

C. **MAIL**

The Association or 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 or 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 OF NEW MBUs**

The Association President and the CEA executive committee will be provided with adequate time to meet with MBUs new to the system and to distribute information during either the morning or afternoon session of either the first or second day of orientation activities when scheduled.

G. **VISITATIONS**

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 August 1 and all retiring MBUs as soon as such information is available, unless the retiring MBU requests such information be kept confidential.

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**

The Board will provide advance agendas to each building in the same manner and at the same time as such materials are provided to other organizations. Agendas will be made available in the office.

J. **COPIES OF THE CBA**

The Board shall supply to the Association copies of the executed CBA equal to the number of current MBUs plus ten (10) additional copies for the Association. The Board shall provide each new hire with a copy of the CBA upon employment.

K. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

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

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

Compensation – Members will receive an annual stipend of four hundred fifty dollars (\$450.00) and the Recorder/Clerk will receive nine hundred dollars (\$900.00) annually. A member will be paid twenty dollars (\$20.00) per hour for each hour of LPDC service beyond twenty-six and one-half (26-1/2) hours in a school year. A Recorder/Clerk will be paid for additional hours beyond fifty-three (53) hours in a given school year. The annual budget for operation of the LPDC will be five thousand dollars (\$5,000.00).

## **XII. LEAVES OF ABSENCE**

### **A. SICK LEAVE**

All MBUs under contractual status are granted one and one-fourth (1-1/4) 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 (up to thirty (30) school days after delivery allowable).

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

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

### **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 XII., A., parent substitute, legal guardian, significant other (non-spouse), grandparent, grandchild, in-law, or sibling.

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

C. **JURY DUTY LEAVE**

An employee absence card and jury duty pay voucher must be turned in for the MBU to receive pay for days on jury duty leave.

D. **SUBPOENAED WITNESS LEAVE**

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

E. **PERSONAL LEAVE**

Personal leave shall be granted to all MBUs. MBUs may take up to three (3) days of personal leave each year.

Personal leave is not to be used for vacation (except as authorized by the Superintendent for unique circumstances), recreation or shopping trips. Personal leave may be used for personal business that cannot be conducted outside of regular work hours.

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 one week's notice for regular usage of personal leave. In emergency situations a call to the building administrator will initiate procedures. Personal leave shall not be used on days immediately before or after a vacation or holiday nor during the first day or last day of the teacher year or students' year with the exception of:

1. Graduation of spouse and children/awards.
2. Funerals not covered by funeral leave.
3. Mandatory court appearances.
4. Weddings.

Single forms for application and signatures will be provided and a copy of the same will be returned to the MBU in a timely manner except in an emergency.

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. Current policy on athletic clinics, etc., shall prevail; however, days used for athletic purposes shall be charged against the above five (5) day limit.

**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 approve or disapprove and forward it to the Superintendent. All requests for professional leave should be submitted four (4) weeks in advance when possible and at least one (1) week prior to the event. The Superintendent's decision shall be final. A MBU shall not have professional leave deducted for attendance at a meeting at an administrator's request.

#### H. SABBATICAL LEAVE

MBUs may be granted an unpaid leave of absence for professional study or travel. A program of study in a recognized college or university and/or travel itinerary shall be submitted to the Superintendent. Upon recommendation of the Superintendent, the Board may grant the sabbatical leave. All sabbatical leaves shall be without pay. Such professional improvement

may encompass one (1) full academic year. While on sabbatical leave, a MBU can maintain insurance by paying the premium for such coverage. To qualify, personnel must have completed five (5) years of service to the District.

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

I. **PREGNANCY LEAVE**

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

J. **PARENTAL LEAVE**

1. A MBU who becomes the parent of a newborn or an adopted 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.
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.

K. **ASSOCIATION LEAVE**

The Association is granted up to six (6) days of leave per school year for Association business and an additional three (3) days per year for the Association President. The cost of the substitute for the President's leave will be reimbursed to the Board by the Association at the current substitute per diem pay rate. Association leave is to be used by officers, delegates, or appointees of the President. The use of such leave is to be determined by the Association President. For any use of Association Leave, the Association must notify the individual's immediate supervisor one (1) week or at least twenty-four (24) hours in advance.

L. **FAMILY AND MEDICAL LEAVE**

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. 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). Eligible MBUs are entitled to 12 weeks 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.

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.

### XIII. INSURANCE AND OTHER PROGRAMS

Any possible change to the MBUs access to any carrier in this Article shall be done by the Board providing written notification of such planned change to the affected MBUs at least thirty (30) calendar days prior to such change going into effect.

A. **INSURANCE**

1. **Hospitalization:** The Board will provide single and family health insurance at the best policy rate available to the School District, as reviewed by the Insurance Committee and the Board.

The policy must be equal to or better than the policy below:

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**Benefits**

**In-Network**

Office Copay	\$20 per visit
Other Copays	\$50 ER/\$10 UC
Deductible	\$250/500
Coinsurance	90%
Out-of-pocket Ind/Fam	\$500/\$1,000
Pharmacy G/F/B	\$10/20/30

**Out of Network**

Deductible	\$500/1,000
Coinsurance	70%
Out-of-Pocket	\$1,000/2,000

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Effective September 1, 2012, the policy will be as follows:

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**Benefits**

**In-Network**

Office Copay	\$20 per visit
Other Copays	\$50 ER/\$10 UC
Deductible	\$1,000/2,000
Coinsurance	90%
Out-of-pocket Ind/Fam	\$1,000/\$2,000
Pharmacy G/F/B	\$10/20/30

**Out of Network**

Deductible	\$2,000/4,000
Coinsurance	70%
Out-of-Pocket	\$2,000/4,000

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2. **Dental:** The Board will provide single and family dental insurance.

3. **Premiums:**

MBUs will pay fifteen percent (15%) of the monthly premium, with a cap of \$168 for family and \$50 for a single, and the Board will pay the other eighty-five percent (85%) of the monthly premium for the medical and prescription coverage. Effective the 2012-2013 school year, the family and single caps will change to the dollar value of 15% of the monthly premium for family and single.

4. **Life Insurance** – The Board shall provide term life insurance coverage of forty thousand dollars (\$40,000.00) per MBU and pay the full premium.

Additional portable universal life insurance will be offered for MBUs and families at their cost as arranged by the group life insurance plan.

5. **Section 125 Plan**

- a. The Board shall provide a Section 125 Plan that is designed to (a) allow MBUs who make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow MBUs to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association). In accordance with the foregoing, the Payment in Lieu of Insurance Coverage provisions of this CBA (below) shall be made through the Section 125 Plan.

- b. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each MBU will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted by the first week of December before the beginning of the plan year (January 1 through December 31). Each MBU hired after January 1 may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end December 31 of that year. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the MBU's circumstances that, in accordance with IRC Section 125, permits the MBU to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

- c. **Plan Administrator**

The Board shall be the administrator of the Section 125 Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1.00 per pay per participating teacher.

6. 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.

7. **Payment in Lieu of Insurance Coverage**

- a. A MBU may elect not to receive the hospitalization/medical insurance coverage provided in paragraph A(1) above and instead elect to receive additional compensation of \$1,000 per year, (the year being July 1 through June 30), less applicable payroll deductions, to be paid with the first pay in September the following year. Two married teachers in the system are not eligible for this opt out.
- b. In order to elect this option and receive this additional compensation, the MBU must, during the month of August in a given year, complete, sign and file with the Board Treasurer a form indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the MBU shall not be entitled to receive the coverage that he/she elected not to receive for the duration of the one-year period. In the event of a change in the MBU's circumstances (i.e., family status) after this election has been made, the MBU must report the change to the Board within sixty (60) calendar days after the change occurred. To the extent permitted by law, if the change is reported within the requisite period of time, the change will be effective as of the date of this change; provided, however, that the change in salary reductions will not be effective earlier than the first pay period after the MBU notifies the Board of the change in family status. If the MBU does not notify the Board of the change in family status within such sixty (60) calendar days period, the MBU will not be able to change his/her election until the next open enrollment period. There shall be no pre-existing condition exclusion for any MBU who re-enters the insurance program in paragraph A(1) above after originally electing not to participate in said program.
- c. At the discretion of the Board, MBUs hired after the August election date may participate in this payment in lieu of insurance program on a prorated basis.
- d. If a MBU selects payment in lieu of insurance provided in paragraph (a) as set forth above, but leaves active pay status at any point prior to the end of the contract year, the MBU will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.

B. **SEVERANCE PAY**

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

The MBU shall provide a written resignation and evidence of applying for State retirement at the termination of employment and when the MBU has received full compensation and all

benefits due him/her from the Board with no further obligation on the part of the Board, the MBU shall receive severance pay as stipulated herein:

1. Accumulated sick leave is to be used for calculating severance pay. Only sick leave accumulated while employed in a public school system in Ohio will be considered for calculation purposes.
2. When severance pay is issued, all accumulated sick leave is terminated and reduced to zero (0).
3. A MBU shall only receive severance pay once, and shall be a MBU of the District immediately before retirement.
4. Five (5) years of public school service is mandatory before a MBU is eligible for severance payment.
5. The formula for the calculation for severance pay will be adjusted to the following: one-fourth (1/4) of the unused accumulated sick leave at the per diem rate during the final year of employment to a maximum of seventy-five (75) days.
6. Any MBU, eligible for retirement, who dies during the term of this CBA or prior to receiving severance pay will have said severance benefits paid to his/her estate.

C. **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.

D. **ECONOMIC CONDITIONS**

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

E. **PAYROLL SCHEDULE (ATTACHED)**

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

The Board agrees to provide postage-paid envelopes for the summer mailing of the pay summaries. It is the MBU's responsibility to supply the Board Treasurer's office with the accurate address information for mailing the summer pay summaries.

F. **BOARD SHELTERING OF MBUs' RETIREMENT CONTRIBUTION**

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

G. **INSURANCE COMMITTEE**

An insurance committee of five (5) CEA representatives appointed by the CEA President, and five (5) representatives appointed by the Board will meet as needed to review changes and mandates that affect the hospitalization health insurance package. Any recommendation for change must be ratified by both parties.

#### XIV. FAIR SHARE FEE (WITH INDEMNIFICATION)

- A. The Board agrees to a fair share fee as a condition of employment. An amount equal to the total dues of the Association shall be deducted upon receipt, by the Board Treasurer, of a signed payroll deduction form from the pay of all MBUs who elect not to become members of the Association or who elect not to remain members.
- B. The Board Treasurer shall, upon notification from the Association that a member has terminated membership and upon receipt of a signed payroll deduction form, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the fair share fee less the amount previously paid through payroll deduction.
- C. Payroll deduction of such fair share fees shall begin at the second payroll period in November, except that no deduction shall be made for a newly-hired MBU until the second paycheck for that individual, which period shall be a required probationary period for newly-employed MBUs.
- D. Dues rates and fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- E. The Board further agrees to accompany each initial transmittal with a list of the names of MBUs for whom all such deductions were made.
- F. Upon timely demand, non-members may appeal the amount of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals to the State Employment Relations Board (SERB).
- G. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
- H. 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 gives 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 shall reserve 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 fair share bargaining fee provision of the 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 such fair share fee provision herein.

The above fair share fee provision shall be an exclusive right of the Association, which shall not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

## **XV. SALARY**

The salary schedule will be increased by zero percent (0%) for the 2011-2012 and 2012-2013 school years. As such, the base shall remain at \$33,291, Bachelor's Degree with no experience, as per attached index, for the duration of the CBA.

In addition, MBUs shall not receive an Experience Step increase for the 2011-2012 school year (i.e., there will be a Experience Step freeze and MBUs shall not move vertically on the salary schedule for the 2011-2012 school year).

MBUs also shall not receive an Experience Step or an Education Step increase for the 2012-2013 school year (i.e., there will be a Experience and Education Step freeze and MBUs shall not move vertically or horizontally on the salary schedule for the 2012-2013 school year).

This CBA will continue until the effective date of its successor CBA or August 31, 2013, whichever comes first except as provided above.

### **NOTES:**

A MBU must be a highly qualified teacher at his/her position or is working toward completion of coursework, workshops, and/or seminars toward becoming HQT 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 HQT.

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. 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
Annual Middle School	0.030
Athletic Director – High School	0.210
Athletic Director – Middle School	0.080
Faculty Manager (Athletics)	0.120
Athletic Strength Coordinator	0.040
Annual Advisor	0.050
AFS	0.020
Building Technology Coordinator	0.040 (Cardinal Intermediate School and M.S.)
	0.060 (Jordak and High School)
	0.020 (any school if a daily period is assigned)
*Camp Nurse	0.020
Chess Club	0.020
Class Advisor – Senior	0.030
Class Advisor – Junior	0.050
Class Advisor – Sophomore	0.045
Class Advisor – Freshman	0.045
Dramatics Production	0.040
Dramatics Fall Production Asst. Director	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 Assistant (Art)	0.040
Musical Assistant (Accompanist)	0.040
Musical Coordinator	0.040
N.H.S.	0.020

Newspaper – Middle School	0.030
Power of the Pen	0.020
Student Council Advisor – High School	0.030
Student Council Advisor – Middle School	0.030
Teen Institute	0.020
Varsity C/Spirit Club	0.020
Saturday School	\$70.00/day
Extended Service (LPDC, Curriculum)	\$20.00 per hour
Extended Educational Program Service	\$24.00 per hour

	Step 0*	Step 1*	Step 2*
Cardinares/Vocal Music 7-12	0.120	0.140	0.160
Choral – Middle School	0.030	0.040	0.050
Cardinares 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	0.040	0.050	0.060
Band – Middle School	0.030	0.040	0.050
Musical Director	0.070	0.080	0.090
6 <sup>th</sup> Grade Camp Director	0.060	0.070	0.080
6 <sup>th</sup> Grade Camp Counselor	0.040	0.050	0.060

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*
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 9	0.070	0.080	0.090
Wrestling Middle School (1)	0.060	0.070	0.080

- D. All other supplemental contracts will be offered as long as there is adequate facilities and sufficient student interest.
- E. Middle School Band and Choir MBUs will be compensated for outside programs as follows:  
 \$75 per evening concerts, with a limit of two per year.  
 \$125 for attendance at competition to a limit of four per year.  
 The Extended Educational Service Program rate will be paid for time spent outside the student day in preparation for these events.  
 The total payment for these programs may not exceed \$1,000 for Band and \$1,000 for Choir, per year.
- F. 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 each event as requested by the music teacher.  
 The total cost of these programs will not exceed \$1,000, per year.

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

H. **MISCELLANEOUS**

1. The base of the co-curricular salary schedule will be the same as the base of the teacher salary schedule.
2. Qualification for experience credit will be based on the number of years that the MBU has performed the duty within the District in the same sport. Experience outside the District may receive consideration. \* MBUs shall not receive experience credit during the term of this CBA (i.e., there will be a Step freeze and MBUs shall not move on the salary schedule based upon the number of years they perform a specific supplemental contract).
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
9. RE: Dean of Students, Athletic Director(s), Faculty Manager, and Saturday School. The Board may choose to assign the related duties of any of the positions to administrative personnel when a person serving in the position does not return due to retirement or other personal choice or if no qualified MBU applies. Prior notice must be given to the Association.

**XVII. MISCELLANEOUS**

**A. ENTIRE CBA**

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

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

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

**B. NO STRIKE CLAUSE**

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

**C. PRESS RELEASE**

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

**D. DURATION**

This CBA shall take effect the first workday of the 2011-2012 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor CBA or August 31, 2013, whichever comes sooner.

**E. SIGNATURES**

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

CARDINAL EDUCATION ASSOCIATION

CARDINAL BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

CARDINAL LOCAL SCHOOLS

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

**CARDINAL LOCAL SCHOOLS**

**2011-2012 and 2012-2013**

<u>Years of Experience</u>	<u>ND Index</u>	<u>I = BA Index</u>	<u>II = BA+15 Index</u>	<u>III = BA+30 Index</u>	<u>IV = MA Index</u>	<u>V = MA+15 Index</u>	<u>VI = MA+30 Index</u>	<u>VII = MA+45 Index</u>
0	30,128	33,291	34,623	35,954	37,286	38,618	39,949	41,281
1	31,227	34,623	36,087	37,552	39,017	40,482	41,947	43,278
2	32,326	35,954	37,552	39,150	40,748	42,346	43,944	45,276
3	33,424	37,286	39,017	40,748	42,479	44,210	45,942	47,273
4	34,523	38,618	40,482	42,346	44,210	46,075	47,939	49,271
5	35,621	39,949	41,947	43,944	45,942	47,939	49,937	51,268
6	36,720	41,281	43,411	45,542	47,673	49,803	51,934	53,266
7	37,819	42,612	44,876	47,140	49,404	51,668	53,931	55,263
8	38,917	43,944	46,341	48,738	51,135	53,532	55,929	57,261
9	40,016	45,276	47,806	50,336	52,866	55,396	57,926	59,258
10	41,114	46,607	49,271	51,934	54,597	57,261	59,924	61,255
11	42,213	47,939	50,735	53,532	56,328	59,125	61,921	63,253
12	43,312	49,271	52,200	55,130	58,060	60,989	63,919	65,250
13	44,410	50,602	53,665	56,728	59,791	62,853	65,916	67,248
14	45,509	51,934	55,130	58,326	61,522	64,718	67,914	69,245
15	46,607	53,266	56,595	59,924	63,253	66,582	69,911	71,243
20	47,273	53,931	57,261	60,590	63,919	67,248	70,577	72,574
25	48,605	55,263	58,592	61,921	65,250	68,579	71,909	73,906

**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

**CARDINAL LOCAL SCHOOL DISTRICT  
Teacher OBSERVATION Form**

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

Grade/Subject \_\_\_\_\_ Building \_\_\_\_\_

Evaluation Scale:

E = Excellent                  G = Very Good                  S = Satisfactory                  NI = Needs Improvement

I. Instructional Procedures:

- |   |   |   |    |   |
|---|---|---|----|---|
| E | G | S | NI | The teacher exhibits evidence of planning.                        |
| E | G | S | NI | The teacher exhibits organization of instructional procedures.    |
| E | G | S | NI | The teacher provides for differences in capacities of pupils.     |
| E | G | S | NI | The teacher exhibits uses of resourceful techniques.              |
| E | G | S | NI | The teacher exhibits skill in presentation of lessons.            |
| E | G | S | NI | The teacher encourages student participation.                     |
| E | G | S | NI | The teacher exhibits appropriate procedures to evaluate learning. |
| E | G | S | NI | The teacher exhibits knowledge of subject matter.                 |

COMMENTS:

II. Management Skills:

- |   |   |   |    |  |
|---|---|---|----|--|
| E | G | S | NI | The teacher exhibits organization of classroom.              |
| E | G | S | NI | The teacher exhibits organization of materials and supplies. |
| E | G | S | NI | The teacher exhibits evidence of student record keeping.     |

COMMENTS:

III. Pupil/Teacher Relationships:

- |   |   |   |    |  |
|---|---|---|----|--|
| E | G | S | NI | The teacher helps students to develop and maintain good self-concepts. |
|---|---|---|----|--|

COMMENTS:

SUMMARY COMMENTS:

The signature of the teacher does not indicate approval of the ratings or comments, but rather that he/she received a copy of this form. If the teacher wishes to add comments, the teacher may do so.

TEACHER'S SIGNATURE \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_

OBSERVER'S SIGNATURE \_\_\_\_\_

TEACHER'S COMMENTS:

**CARDINAL LOCAL SCHOOL DISTRICT  
Teacher EVALUATION Form**

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Building \_\_\_\_\_

Evaluation Scale:

E = Excellent

G = Very Good

S = Satisfactory

NI = Needs Improvement

**I. Instructional Procedures:**

- |   |   |   |    |   |
|---|---|---|----|---|
| E | G | S | NI | The teacher exhibits evidence of planning.                        |
| E | G | S | NI | The teacher exhibits organization of instructional procedures.    |
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| E | G | S | NI | The teacher exhibits knowledge of subject matter.                 |

COMMENTS:

**II. Management Skills:**

- |   |   |   |    |  |
|---|---|---|----|--|
| E | G | S | NI | The teacher exhibits organization of classroom.              |
| E | G | S | NI | The teacher exhibits organization of materials and supplies. |
| E | G | S | NI | The teacher exhibits evidence of student record keeping.     |

COMMENTS:

III. Pupil/Teacher Relationships:

E G S NI                      The teacher helps students to develop and maintain good self concepts.

COMMENTS:                      .

IV. Teacher Relationships within the School Community:

E G S NI                      The teacher exhibits positive pupil/teacher relationships.  
E G S NI                      The teacher exhibits positive parent/teacher relationships.  
E G S NI                      The teacher exhibits positive staff/teacher relationships.

COMMENTS:

V. Professional Characteristics:

E G S NI                      The teacher exhibits professional improvement.  
E G S NI                      The teacher follows building rules and Board policy.  
E G S NI                      The teacher maintains student discipline.  
E G S NI                      The teacher projects positive personal characteristics.

COMMENTS:

SUMMARY COMMENTS:

The signature of the teacher does not indicate approval of the ratings or comments, but rather that he/she received a copy of this form. If the teacher wishes to add comments, the teacher may do so.

TEACHER'S SIGNATURE \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_

OBSERVER'S SIGNATURE \_\_\_\_\_

TEACHER'S COMMENTS:

**CARDINAL EDUCATION ASSOCIATION  
Grievance Form**

GRIEVANCE NO. \_\_\_\_\_  
(To be completed by the administration)

GRIEVANT: \_\_\_\_\_

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.)

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RELIEF SOUGHT (Use additional pages, if necessary)

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\_\_\_\_\_  
Grievant

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

\_\_\_\_\_  
Administrator

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

RESPONSE (Use additional pages, if necessary)

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

---

---

\_\_\_\_\_  
Administrator

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

\_\_\_\_\_  
Grievant

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

pc: Labor Relations Consultant  
CEA President

R # 27755

11-MED-04-0766

0852-01

**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.

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**B. NO STRIKE CLAUSE**

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**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 2011-2012 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor CBA or August 31, 2013, whichever comes sooner.

**E. SIGNATURES**

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

CARDINAL EDUCATION ASSOCIATION

*Tom Power*      11/3/11  
President                      Date

CARDINAL BOARD OF EDUCATION

*Kenneth J. Klavick*  
President                      Date  
11-3-11

P.O. Box 188  
15882 E. High St  
Middlefield, OH 44062  
Phone: 440-832-0261  
Fax: 440-832-5886

**Cardinal Local School  
District**

# Fax

To: SHEILA FARTHING @	From: PAUL YOCUM
Fax: <sup>SERB</sup> 614-466-3074	Date: 11-14-11
Phone:	Pages:
Re:	CC:
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

•Comments:

Signed page of contract (CEA).