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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**CARDINAL
BOARD OF EDUCATION**

AND THE

**CARDINAL
EDUCATION ASSOCIATION**

2013 – 2016

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

C. TEACHER TENURE

Only MBUs employed half-time or more by the Board shall be eligible to be considered for a continuing contract. To be eligible to be considered for a continuing contract, a MBU must have taught three (3) continuous years at the Cardinal Local Schools and hold a valid professional teaching certificate/license, and such application for professional teaching certificate/license is on file with the 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 May in which the Board would consider the matter.

D. PROFESSIONAL DEVELOPMENT PLANNING COMMITTEE

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

E. NON-RENEWAL OF CONTRACTS

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

1. The Superintendent notifies the MBU in writing by May 1 of his/her intent to recommend to the Board that the MBU be non-renewed;
2. The Superintendent provides the MBU with a written statement of the reasons that led to his/her decision to recommend nonrenewal and provides the MBU with an opportunity to meet with him/her by May 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 June 1 shall be the Board's only obligation in serving such notice.

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

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

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

F. **RESIDENT EDUCATOR PROGRAM**

1. **Purpose:** The Resident Educator Program ("REP") is designed for beginning teachers and provides them with the coaching, mentoring and guidance that is critical to improving their skills and knowledge and enhancing student achievement. The Board will administer and fund the REP. The REP is a four (4) year program. Successful completion of the REP is required for a teacher to advance to a five (5) year professional educator license.
2. **Lead Mentor:** A Lead Mentor will oversee and mentor the Resident Educator.
 - a. A Lead Mentor should have National Board, Master Teacher or Lead Teacher designation, if possible.
 - b. MBUs who want to be considered for the position of Lead Mentor must submit an application to the Superintendent by April 1 for the next school year.
 - c. **Duties of Lead Mentor:**
 - i. Chair Resident Educator Committee.
 - ii. Assign Mentors in conjunction with the Resident Educator Committee from the previous school year.
 - iii. Coordinate the REP.
 - iv. Schedule and preside over meetings.
 - v. Keep Superintendent and/or designee informed of all activities involving the Resident Educator.

- vi. Monitor the Resident Educator and Mentor's interactions and offer support and assistance as needed.
 - d. The Lead Mentor shall be paid a stipend of 7% of the BA base.
3. **Resident Educator Committee**
- a. The Resident Educator Committee shall be comprised of the Lead Mentor, at least one administrator, and Mentors assigned to Resident Educators for the current school year.
 - b. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.
4. **Mentor:** The Lead Mentor shall assign Mentor Teachers ("Mentors") after soliciting interest among qualified MBUs.
- a. **Qualifications:**
 - i. Mentors must have continuing contract status and a minimum of five (5) consecutive years of teaching experience in the District. Preference will be given to those with Master Teacher, National Board Certification, or Lead Teacher designation.
 - ii. Mentors must be trained to serve as a Mentor through the Ohio Department of Education's Instructional Mentoring Program.
 - iii. Mentors must hold a valid teaching certificate/license and should be assigned to Resident Educators with the same area of certification/license.
 - iv. Mentors must demonstrate the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - b. **Responsibilities:**
 - i. Carry out the REP (as developed by ODE) in conjunction with the Resident Educator.
 - ii. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.

- iii. Use the REP formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal setting agreement) and protocols to support the Resident Educator.
 - iv. Attend regional mentor network meetings.
 - v. The Mentor shall not have a role in the Resident Educator's formal evaluation. Rather, the Mentor serves as an instructional mentor and is responsible for supporting the Resident Educator's growth through the use of formative assessment tools.
- c. Release Time:
- i. Each Mentor shall be granted release time (at least the equivalent of two (2) days annually) for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent/designee.
 - ii. Each Mentor shall be granted release time to attend committee meetings, necessary training, and to perform the required Committee work.
 - iii. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the Superintendent/designee and the Mentor.
- d. Restrictions:
- Any or all materials jointly developed by the Resident Educator and the assigned Mentor shall not be utilized as a remediation program.
- e. Compensation:
- i. In addition to the mutually agreed upon released time, each Mentor shall receive a supplemental contract for each assigned Resident Educator. The stipend is paid in May of that school year.
 - ii. The Board will pay all training fees required for Mentors to receive the mandatory ODE-state mentor training.
 - iii. Mentors shall receive a stipend of four percent (4%) of the BA base.

5. **Resident Educator:**

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

6. **Protections:**

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

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

7. **Program Review / Revisions:**

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

8. **Records:**

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

G. 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 CBA. 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 daily 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 an Employee Kiosk (for attendance and payroll) and, at the Board Office, an official personnel file for each MBU.

B. **CONTENT**

Effective August 1, 2002, all negative items placed in the file shall be dated and signed and identified as to source. A copy shall be sent to the MBU before being

placed in the file with the exception of those items filed at the direction of the MBU. Parental complaints will not be a part of an MBU's permanent personnel file unless substantiated following an investigation and discipline is imposed. After five 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 a MBU's file shall be provided, at no cost, to the MBU requesting the material.

G. **REVIEW OF PERSONNEL FILE**

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

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

H. **ANONYMOUS CORRESPONDENCE**

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

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, with one (1) of the days occurring on NEOEA Day.
3. Up to two (2) Parent-Teachers Conference Days;
4. One (1) Orientation Day (half shall be used for teacher preparation); and
5. One (1) Record Day, which will occur the first weekday after the last day of the second semester.
6. Early release days for students (two [2] hours) at the end of the first, 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.

Professional Development In-services:

Up to four (4) professional development in-services shall occur each year on student half (1/2) days. In-services shall not extend beyond the seven-and-one-half (7 ½) hour workday.

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 four (4) weeks of its official adoption by the Board.

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. **Students with IEPs** – When a student with an individualized education program (“IEP”) is assigned to an academic class without the assistance of an aide or intervention specialist, the student will count one and a half times (1.5) toward the maximum class size. This section does not apply to students who are eligible for an IEP solely based upon a speech impairment or a minor orthopedic impairment, provided the student does not require significant 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 place the re-employed retired MBU at Step 1. Reemployed teachers will be given full credit for their academic training level. A reemployed teacher will move up the salary schedule one step for each year he/she is employed post-retirement. The Board may require the reemployed teacher to execute a waiver of his/her prior teaching experience and acknowledge his/her agreement to accept placement at Step 1 on the salary schedule. This provision and such salary and individual employment contract with the reemployed teacher expressly supersedes Ohio Revised Code Sections 3317.13 and 3317.14, and all other applicable laws.
3. Reemployed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without requirement for further Board action (i.e., the Board does not have to non-renew them) and without notice of 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, 3319.111 and 3319.112, and may differ from the rights of other MBUs contained in this CBA. A performance observation and evaluation will be conducted for reemployed teachers at least once every three (3) years.

4. Reemployed teachers shall be eligible for medical, dental, prescription and life insurance coverage the same as other MBUs.
5. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see O.R.C. 3307.35.
6. Seniority for reemployed teachers will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in this CBA.
7. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
8. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers will earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed teacher must reimburse the Board for any advanced sick leave that is not earned at the time the reemployed teacher separates from his/her employment with the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.
9. Subject to these provisions, reemployed teachers are part of the bargaining unit. The provisions of this CBA that are not applicable to reemployed teachers include: salary schedule placement; severance pay; reduction in force; sick leave assistance/bank; and sabbatical leave. Said provisions, unless implemented in violation of this Section, shall not be grievable or arbitrable under the Grievance Procedures set forth in this CBA, nor may they be challenged through any claim or action filed before the STRS or any other state or federal agency, or in any court of law.

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

VIII. MBU EVALUATION PROCEDURE

The Board-adopted Standards-Based Teacher Evaluation policy is incorporated into this CBA as Appendix 4-1.

The Board and Association recognize the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. As such, they acknowledge that the primary purposes of the MBU Evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

SECTION 1 – OTES MBUs

Consistent with Ohio Teacher Evaluation System (“OTES”), the parties affirm that value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to achieve an annual summative evaluation rating.

A. APPLICATION

The Standards-Based Teacher Evaluation procedures contained in this CBA apply to the following employees:

1. MBUs working under a license issued under Ohio Revised Code Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spend at least fifty percent (50%) of their time providing content-related student instruction.
2. MBUs working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing content-related student instruction.
3. MBUs working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing content-related student instruction.
4. MBUs working under a permit issued under Ohio Revised Code Section 3319.301 who spend at least fifty percent (50%) of their time providing content-related student instruction.

- B. Not later than September 15 of each year, or in the case of a new MBU or one reassigned after the school year begins, within fourteen (14) days of the first day worked, each MBU shall be notified in writing of the name and position of the credentialed evaluator who will complete that year's evaluation. If an assigned credentialed evaluator leaves the District or goes on an extended leave of absence that prevents the timely completion of the evaluation, the Superintendent may assign a different credentialed evaluator to evaluate the given MBU after the deadline set forth in this paragraph.
- C. The Board agrees to consider the following factors, in addition, to a MBU's final summative evaluation rating, when making an employment decision (e.g. renewal, nonrenewal, promotion, termination) involving a MBU:
1. Whether the MBU supervised a student teacher, and whether that may have impacted the MBU's student growth/value-added rating;
 2. Whether the MBU was on an extended (60 days or more) leave of absence (e.g., sick leave, maternity leave), and whether his/her leave may have impacted the MBU's student growth/value-added rating;
 3. Whether one (1) or more students assigned to the MBU's class was absent forty-five (45) or more days during the school year, and whether such absences may have impacted the MBU's student growth/value-added rating.
- D. The Board and Association shall collaboratively develop student growth measures to be utilized in the Evaluation Process. Student growth measures will be developed by September 1, 2013. If this deadline is not met, the parties' negotiation teams shall meet to bargain to agreement the student growth measures by September 15, 2013.
- E. **OVERVIEW OF EVALUATION PROCESS:** At the start of each school year, Building Administrators will meet with MBUs to explain the OTES Evaluation Process and review the relevant forms and how to complete them.
- F. **OBSERVATION AND EVALUATION CYCLE**
1. Evaluations will be based upon multiple factors, with the intent of providing meaningful feedback to each MBU and assigning an effectiveness rating based in equal part upon MBU performance and student growth (i.e., fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as outlined herein).

Each evaluation will result in the MBU receiving an effectiveness rating of:

- a. Accomplished;
 - b. Skilled;
 - c. Developing; or
 - d. Ineffective.
2. MBU performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process based upon *Ohio Standards for Teaching Profession*.

Formal Observation and Classroom Walkthrough Sequence:

- a. Except as provided below, MBU shall be evaluated based on two formal observations and a minimum of two (2) periodic classroom walkthroughs each school year.
 - b. MBUs on a limited contract who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.
 - c. A MBU who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year and may select his/her evaluator for the next evaluation cycle.
 - d. A MBU who receives a rating of "Accomplished" on the most recent evaluation may, with Superintendent approval, in place of one of the required observations, complete a project.
3. Evaluations will be completed by May 1st and a meeting will be held with each MBU by May 10th to review and provide to the MBU a written report of the results of the evaluation. Written notice of nonrenewal will be provided by June 1st.
4. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism. (See Appendix 4-2).
5. Each MBU shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth in Appendix 4-3.

6. **Formal Observation Procedure**

- a. All formal observations shall be preceded by a conference between the evaluator and the employee where the MBU will submit a Pre-Observation Form and explain plans and objectives for the classroom situation to be observed. At the pre-observation conference, the MBU must provide the evaluator with the lesson plan, text, and other material pertinent to the lesson. The pre-observation conference will occur not more than five (5) days before the observation.
- b. There shall be at least three (3) weeks between the first and second observations.
- c. A post-observation conference shall be held after each formal observation within ten (10) school days of the observation.

7. **Informal Observation / Classroom Walkthrough Procedure**

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
 - b. Data gathered from the walkthrough will be placed on the form set forth in Appendix 4-4.
 - c. A completed form must be provided to the MBU within two (2) school days of the walkthrough.
8. Observations/Evaluations shall be conducted in a fair and reasonable manner, and no misleading, inaccurate, undocumented or untimely information shall be included in a MBU's performance evaluation report.

G. **EVALUATORS**

1. The credentialed evaluator assigned to assess a MBU's performance shall be a building administrator (principal or assistant principal) in the building in which the MBU works.
2. If a MBU is assigned to multiple buildings, the Superintendent shall assign one building administrator in a building in which the MBU works to assess the MBU's performance during a given school year.
3. A MBU with an Accomplished OTES-rating may select the evaluator for the next evaluation cycle from the District's OTES-trained building administrators in the MBU's area of certification/licensure. With approval of the Superintendent, an Accomplished MBU who is working toward

licensure in a different area, may select a District OTES-trained building administrator in the new licensure area.

H. **SEQUENCE OF EVALUATION ACTIVITIES**

1. MBUs complete the Self-Assessment Survey prior to September 1, for purposes of identifying two (2) priorities for the upcoming school year.
2. The first observation cycle will occur between November 1 and January 15.
3. Two observations shall be conducted each school year. A third observation is required when contract non-renewal is a consideration. The first observation, including the post-observation conference will be completed by January 15; the second observation must be completed by May 1, unless a third observation is contemplated, in which case the second observation must be completed by April 1.
4. The observation shall last a minimum of thirty (30) continuous minutes and shall not exceed a full class period.
5. The Evaluator will utilize the ODE Interactive OTES Performance Evaluation Rubric Form to document evidence observed in the classroom. The Evaluator will use the rubric to assign a performance rating to the observation.
6. The Post-Observation Conference Planning Form will be discussed at the post-observation conference and will be utilized by the Evaluator to develop up to three (3) reflective questions aligned with the area of reinforcement and up to three (3) reflective questions aligned with the area of refinement. See Appendix 4-5.
7. The Post-Observation Conference will occur within ten (10) school days following the observation. Teachers receiving a rating of Ineffective will develop an Improvement Plan with the assigned evaluator. The sources of evidence that will be used to document the completion of the Plan will be indicated in writing, be rubric specific, and measurable.
8. In addition to the scheduled observations, classroom walkthroughs (also termed Informal Observations) will occur on an unannounced basis during the school year. A walkthrough shall last a minimum of five (5) minutes but not longer than fifteen (15) consecutive minutes. A minimum of two walkthroughs will occur annually. Walkthroughs shall be conducted by the assigned evaluator. The purpose of the activity is to:

- a. Provide opportunity to gather evidence of instruction over a series of short classroom visits;
 - b. Offer a process for giving targeted evidence-based feedback to a MBU;
 - c. Offer a means for the Evaluator to visit classrooms more frequently and more purposefully.
9. The ODE Informal Observation General Form will be used to record the walkthrough. The Evaluator will provide the MBU with a complete record each time a walkthrough occurs. The Form will be provided within two (2) school days of the walkthrough occurring. Data from the walkthroughs will be included in the MBU's year-end summative evaluation.
 10. The final observation shall be completed by May 1 with a written summative evaluation report provided to the MBU by May 10. MBUs may have a union representative present at the Final Summative Evaluation conference that occurs by May 10.
 11. A MBU may attach a rebuttal to observation reports and the Final Summative Evaluation report. See Appendix 4-6.
 12. All monitoring or observation of the performance of the MBU during the observation process shall be conducted with the MBU's knowledge.
 13. A copy of completed forms/reports will be provided to the MBU and sent to the Superintendent's Office for inclusion in the MBU's personnel file.
 14. The MBU has the right to make written response to the evaluator and to have it attached to the evaluation report, which is placed in the personnel file. A copy signed by both parties shall be given to the MBU.
 15. The final summative evaluation report shall acknowledge the MBU's performance strengths, as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. The evaluator shall sign the evaluation report. The MBU shall also sign the evaluation report to confirm receipt, but the MBU's signature should not be construed as evidence that the individual agrees with the contents of the evaluation report. Should the report contain improvements needed, they shall be rubric specific, measurable and include specific assistance the administrator will offer the MBU.

I. IMPROVEMENT PLAN / IDENTIFICATION OF DEFICIENCIES

MBUs rated Ineffective will develop an improvement plan with their credentialed evaluator. The Improvement Plan will outline the following:

1. Specific performance expectations, resources and the assistance to be provided (e.g., the Building Principal may provide a qualified MBU with release time to meet with, assist and/or observe the ineffective-rated MBU).
2. Timelines for its completion.
3. Professional indicators documented as ineffective through the formal evaluation process. See Appendix 4-7.
4. A MBU placed on an Improvement Plan following the first observation will be afforded a reasonable period (i.e., not less than nine (9) weeks) to improve his/her performance.

J. PROFESSIONAL GROWTH PLAN

1. MBUs (Accomplished, Skilled, Developing) must develop with their assigned evaluator a professional growth plan annually by September 30.
2. Professional growth plans shall describe the performance expectations, resources, and assistance to be provided, as appropriate.

SECTION 2 – NON-OTES MBUs

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 May 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 (See Paragraph C, below).

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 December 1. The second observation, written evaluation, and conference is to be held prior to May 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 May 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 non-renew 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 for the following school year due to: inadequate funds necessary to maintain the current level of staffing as indicated on the June 30th Five-Year Forecast line 1.070, "Total Revenues," projected for the year of the proposed reduction are less than the previous year; a loss of Title I revenue; and/or other reasons provided by statute (O.R.C. Section 3319.17), a reduction in force ("RIF") will occur in accordance with the provisions of O.R.C. Section 3319.17 and the non-conflicting provisions of this CBA.

A. CONTRACT SUSPENSION

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

1. All MBUs will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. MBUs serving under continuing contracts will be placed at the top of the list, in descending order of seniority. MBUs serving under limited contracts will be placed on the list below continuing contract MBUs, also in descending order of seniority.
2. Seniority shall accrue at the same rate regardless of whether the MBU is working in a part-time or full-time position. Seniority shall be determined by the length of continuous service as determined by the date of the Board meeting at which the MBU was hired, and then by:
 - a. Total years of teaching experience at Cardinal; and then by
 - b. Total years of teaching service credit.

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

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

4. When conducting a Reduction in Force, the Board may proceed to suspend contracts in accordance with the recommendations of the Superintendent. In making his/her recommendations, the Superintendent must first reduce MBUs on limited contracts and then MBUs on continuing contracts.
 - a. Limited contract MBUs shall be reduced first utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.
 - ii. Comparable evaluations as defined below.

- iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior limited contract MBU in the affected teaching field being the first to be suspended.
 - b. Should the necessary reduction of MBU positions exceed the number of limited contract MBUs in the affected teaching field, continuing contract MBUs shall be reduced utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.
 - ii. Comparable evaluations as defined below.
 - iii. When evaluations are comparable, or if the RIF involves a non-OTES MBU, seniority in the District shall prevail, with the contract of the least senior continuing contract MBU in the affected teaching field being the first to be suspended.

B. COMPARABLE EVALUATIONS

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

1. For the 2013-2014 and 2014-2015 school year, all MBUs shall be considered comparable to one another for the purposes of Reduction in Force.
2. For the 2015-2016 school year, comparable evaluation shall be defined as follows:
 - a. All Ineffective OTES-rated MBUs will be considered "comparable" to each other.
 - b. All Developing OTES-rated MBUs will be considered "comparable" to each other.
 - c. All Skilled and Accomplished OTES-rated MBUs will be considered "comparable" to each other.
3. In order to reduce the least senior MBUs within licensure/certification areas, involuntary transfer and/or bumping procedures must be used.

Bumping shall be defined as a MBU with more District seniority taking the position of a MBU with less District seniority. A MBU may bump when s/he otherwise loses his/her position due to a reduction in force. A MBU may only bump into areas in which s/he is licensed/certified.

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

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

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

D. **RECALL**

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

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

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

hours, non-teaching, any substitute position, etc.) will not result in the teacher being removed from the recall list.

E. REPLACEMENTS

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

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

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

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

D. USE OF SCHOOL FACILITIES

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

E. BULLETIN BOARDS

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

F. ORIENTATION 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 two (2) additional copies for the Association. The Board shall provide each new hire with a copy of the CBA upon employment. The CBA shall be made available on the employee kiosk or shared drive, which is password protected.

K. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

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

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

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

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

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

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

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

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. Such leave may only be approved if there are sufficient funds to cover the costs associated with the leave in the applicable fund – curricular programs are funded through the District's general professional development account, and extracurricular programs, including those related to athletics, are funded through the District's athletic account.

Request – A request for professional leave to attend a conference or meeting shall be submitted in writing to the MBU's immediate supervisor who shall recommend approval or rejection of the request, and forward it to the Superintendent. All requests for professional leave should be submitted four (4)

weeks in advance when possible and at least one (1) week prior to the event. The Superintendent's decision shall be final. A MBU shall not have professional leave deducted for attendance at a meeting at an administrator's request.

H. **SABBATICAL LEAVE**

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

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

I. **PREGNANCY LEAVE**

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

J. **PARENTAL LEAVE**

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

<u>Benefits</u>	
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

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 \$215 for family and \$95 for a single, and the Board will pay the remaining monthly premium for the medical and prescription coverage.

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.

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

F. BOARD SHELTERING OF MBUs' RETIREMENT CONTRIBUTION

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 2013-2014, 2014-2015, and 2015-2016 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.

MBUs not eligible to receive an increase in compensation based on their Step on the Teacher Salary Schedule shall receive a one (1) time payment of \$500 in the first 1st)

pay of December of that school year in a separate check. This benefit shall terminate (i.e., sunset) at the expiration of this CBA.

CEA may request by April 1, 2015, to reopen negotiations concerning salary and two (2) non-monetary items for each side related to the final year of the CBA. Such interim bargaining shall not affect the three(3) year term of the CBA.

This CBA will continue until the effective date of its successor CBA or August 31, 2016, 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	0.080	0.090	0.100
Vocal Music 7-12	0.040	0.050	0.060
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 th Grade Camp Director	0.060	0.070	0.080
6 th 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.
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 2013-2014 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor CBA or August 31, 2016, 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



President

8/13/13

Date

CARDINAL BOARD OF EDUCATION



President

8-13-2013

Date

CARDINAL LOCAL SCHOOLS

INDEX

<u>Step</u>	<u>N.D.</u>	<u>B.A.</u>	<u>BA+15</u>	<u>BA+30</u>	<u>M.A.</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
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

2013-2014 / 2014-2015 / 2015-2016

<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 (Non-OTES Staff)**

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 (Non-OTES Staff)**

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:

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:

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the Collective Bargaining Agreement between the Board and the Cardinal Education Association ("CEA") (hereinafter, "CBA"), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes and directs the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the CEA, for the express purpose of recommending necessary changes to the Board for the appropriate revision this policy.

DEFINITIONS

"OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under O.R.C. Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under O.R.C. Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the CEA.

The Superintendent, Treasurer, and any "other administrator" as defined by O.R.C. Section 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a District principal or assistant principal who:

- a. Meets the eligibility requirements under O.R.C. Section 3319.111(D) and the CBA; and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification

exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

STANDARDS-BASED TEACHER EVALUATION

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein and as outlined in the CBA.

ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;

- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- Except as provided below, all instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on two formal observations and periodic classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs, unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year and may select his/her evaluator for the next evaluation cycle.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in Appendix 4-2 in the CBA.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth in Appendix 4-3 in the CBA.

FORMAL OBSERVATION PROCEDURE

- a. As outlined in the CBA, all formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- b. As outlined in the CBA, a post-observation conference shall be held after each formal observation.

INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Data gathered from the walkthrough must be shared with the MBU and placed on the form set forth in Appendix 4-4 in the CBA.
- c. A completed form must be shared with the employee within a reasonable amount of time as defined in the CBA.

ASSESSMENT OF STUDENT GROWTH

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences (unexcused and/or excused) for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1:** Teachers instructing in value-added subjects exclusively;
 - A2:** Teachers instructing in value-added courses, but not exclusively;
- or
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
 - C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available.¹

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in Appendix 4-8 in the CBA. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Appendix 4-8 in the CBA.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in Appendix 4-8 in the CBA. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLOs are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLOs is set forth in Appendix 4-8 in the CBA.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

¹ If used, only one "shared attribution" measure can be utilized per instructor.

FINAL EVALUATION PROCEDURES

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":*

		Teacher Performance			
		4	3	2	1
Student Growth Measures		Accomplished	Accomplished		
	Expected				

* "Proficient" in the Table is equivalent to "Skilled" throughout this Policy.

The evaluator shall conduct a conference at which a written evaluation will be provided to the teacher for his/her acknowledgement by written receipt. When signed by the teacher, the receipt is to be sent to the Superintendent as soon as received; such signature does not indicate agreement.

PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in Appendix 4-7 in the CBA.

- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in Appendix 4-7 in the CBA.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in Appendix 4-7 in the CBA.

CORE SUBJECT TEACHERS – TESTING FOR CONTENT KNOWLEDGE

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16 and the terms of the CBA:

- Failing to complete all required written examinations under this section;
- A failing score on a written examination(s) taken pursuant to this section;
- A rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- Failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

**RETENTION AND PROMOTION DECISIONS /
REMOVAL OF POORLY PERFORMING TEACHERS**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluations” – Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “ineffective,” “Developing,” “Skilled,” and “Accomplished.”

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and the relevant provisions of the Collective Bargaining Agreement Between the Board and the CEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the CBA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with O.R.C. Section 3319.11 and the terms of the CBA notwithstanding the teacher’s summative rating.

O.R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26,
3319.58, 3333.0411
O.A.C. 3301-35-03(A)

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p>Sources of Evidence: Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence:</p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of student's development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
INSTRUCTION AND ASSESSMENT	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

	Ineffective	Developing	Proficient	Accomplished
<p>RESOURCES (Standard 2: Content) Standard 4: Instruction Sources of Evidence: - Pre-Copierence - Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p>Evidence</p>				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence:				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p>Sources of Evidence: Pre-Conference Formal Observation</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>

	Ineffective	Developing	Proficient	Accomplished
<p>Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
<p>Evidence</p>				

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) Sources of Evidence: Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Self-Assessment Summary Tool

Name _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date _____

Standard	Standard	Strengths	Area for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, proficient or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:
Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
 - "How do you think the lesson went?"
2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher's Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards: 50%	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data: 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Professional Growth Plan

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

Annual Focus	Date Record dates when discussed	Areas for Professional Growth
These are addressed by the evaluator as appropriate for this teacher.		supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<i>Goal 1: Student Achievement/Outcomes for Students</i> <i>Goal Statement:</i> <i>Evidence Indicators:</i>		
<i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> <i>Goal Statement:</i> <i>Evidence Indicators:</i>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Improvement Plan

Teacher Name:

Grade Level/ Subject:

School year:

Building:

Date of Improvement Plan Conference:

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

5

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

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

Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken

Sources of Evidence that Will Be Examined

--

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

The Improvement Plan should continue for time specified;

Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

Teacher Category	Percentages			
A1	50	0	0	0
B	0	40	0	10

**CARDINAL EDUCATION ASSOCIATION
Grievance Form**

GRIEVANCE NO. _____ GRIEVANT: _____
(To be completed by the administration)

Date of Informal Discussion: _____

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

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

RELIEF SOUGHT (Use additional pages, if necessary)

Grievant Date Filed

Administrator Date Received

RESPONSE (Use additional pages, if necessary)

Date of Discussion

Administrator Date of Response

Grievant Date Received

pc: Labor Relations Consultant
CEA President