

**SETTLEMENT AGREEMENT REGARDING
PEA IMPROVEMENT PLAN ISSUE**

This Settlement Agreement (hereinafter referred to as "the Agreement") is entered into on this 15 day of March, 2016 by and between the Paulding Exempted Village School District Board of Education (hereinafter referred to as "the Board of Education"), the Paulding Education Association (hereinafter referred to as "the Association"), and Jill Hatcher/Joel Parrett (hereinafter referred to collectively as "Grievants") upon the terms and conditions set forth below.

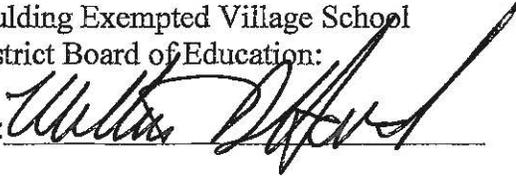
NOW, THEREFORE, the Board of Education, Association, and Grievants, (collectively, "the parties") in consideration of and for the mutual promises and covenants contained herein, agree to the following terms and conditions, effective immediately upon the signing of this document by the representatives of all parties:

1. It is understood and agreed that neither the improvement plan on which each Grievant was placed for the 2015-2016 school year, nor the fact of its imposition nor its outcome may be used or relied upon, directly or indirectly, by the Board of Education in making any adverse decision regarding the retention, removal, promotion, advancement or assignment of Grievants at any time for the duration of Grievants' employment with the Board of Education. Neither the improvement plan on which each Grievant was placed for the 2015-2016 school year, nor the fact of its imposition nor its outcome may be used against Grievants in any way or introduced as evidence against Grievants' interests in any future proceedings, hearings or arbitrations involving Grievants' employment.
2. The Board of Education shall not require either Grievant to attend professional development outside the District because of his/her placement on an improvement plan for the 2015-2016 school year.
3. This settlement agreement shall modify the terms of the Collective Bargaining Agreement as stated in Appendix A.
4. This Agreement is entered into solely because of the parties' desire to resolve their dispute concerning the placement of Grievants on improvement plans for the 2015 – 2016 school year. Nothing in this Agreement:
 - a. Adds to, deletes from, or modifies any provision of the collective bargaining agreement, except as set forth in Appendix A;
 - b. Constitutes a waiver of any party's position or arguments regarding the events giving rise to Grievance initiated on November 12, 2015, relating to improvement plans and/or Unfair Labor Practice Charge No. 2015-ULP 11-0247; or
 - c. Constitutes an acknowledgment by the Board of any contractual violation or an admission of any kind by any party.
5. In reliance upon the foregoing terms, the Association will withdraw with prejudice the grievances initiated on November 12, 2015 relating to improvement plans and will also withdraw with prejudice Unfair Labor Practice Charge No. 2015-ULP 11-0247 relating to improvement plans.

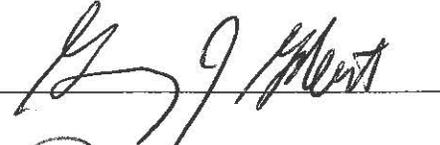
6. Nothing in this Agreement precludes the Association from filing any grievants on behalf of any member contesting the imposition of an improvement plan under the Collective Bargaining Agreement or alleging a violation of the Collective Bargaining Agreement in relation to improvement plans.
7. There will be no reprisals against Grievants as a result of this Agreement or the events giving rise to this Agreement.

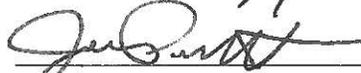
WHEREFORE, the parties hereto have executed this Agreement on the day and year first written above.

Paulding Exempted Village School
District Board of Education:

By: 

Paulding Education Association:

By: 


[Grievant]


[Grievant]

SETTLEMENT AGREEMENT REGARDING PEA IMPROVEMENT PLAN ISSUE

Appendix A

This settlement agreement shall modify the terms of Article V: Employment Practices; Section D, Evaluation Procedure of the negotiated agreement by:

1. Revising the last sentence of (D)(4)(k) to read, "Improvement plans will be required for an ineffective rating for teacher performance section and/or a final summative rating of ineffective."
2. Revising the first sentence of (D)(11)(b) to read, "Any teacher who receives an ineffective rating for teacher performance section and/or final summative rating of ineffective will be required to have the attached written improvement plan."

This modification of the negotiated agreement is subject to ratification by the PEA membership in accordance with its internal governing procedures.

Ratification Date 3-4-16 for the PEA

Ratification Date 3-15-16 for the Board