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01/30/2014

MASTER CONTRACT

between the

PERRY LOCAL BOARD OF EDUCATION

and

PERRY EDUCATION ASSOCIATION

THE PERRY LOCAL BOARD OF EDUCATION AND THE PERRY EDUCATION ASSOCIATION  
AGREE TO ABIDE BY THE WRITTEN AGREEMENTS AS SET FORTH HEREIN FOR THE  
DURATION OF THE CONTRACT. THE TERMS OF THE CONTRACT SHALL BE IN FORCE  
FROM July 1, 2013 THROUGH AND INCLUDING June 30, 2015.

A DOCUMENT GOVERNING PROFESSIONAL NEGOTIATION  
IN THE PERRY LOCAL SCHOOL DISTRICT

ARTICLE I - RECOGNITION

A. The Perry Local Board of Education (hereinafter referred to as the "Board") recognizes the Perry Education Association OEA/NEA-Local bargaining representative for all full-time and part-time certified personnel under regular teaching contract with respect to wages, hours and terms and conditions of employment. Substitutes who work less than one hundred twenty (120) days per year, aides and administrative, and supervisory staff are specifically excluded. Any substitute teacher employed for 120 days is automatically nonrenewed each year without further notice or action by the Board of Education. Supervisory staff are defined as those employees who have the right to hire, fire, discipline, discharge or recommend such actions.

The Board further agrees not to bargain with any individual or other teachers' organization whose membership is comprised of or includes members of the bargaining unit for the duration of this Agreement.

B. It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization or payment of any dues, fees or assessments to any such organization(s) shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

ARTICLE II - BOARD RIGHTS

A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation except for the express written terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the instructional hours for pupils; and direct, assign, and schedule pupils.

B. The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to terms and conditions of employment of teachers.

### ARTICLE III - NEGOTIATIONS PROCEDURE

#### A. Directing Requests

Requests in writing for negotiations meetings from the Association will be made directly to the Superintendent and the Board of Education. Requests from the Board will be made in writing to the President of the Association. These requests shall be made in the form of a Notice to Negotiate and sent in accordance with Ohio Revised Code 4117. Requests for negotiations meetings shall be submitted between 90 and 60 days prior to the expiration of any part of this Agreement.

#### B. Negotiation Meeting

An agreement will be reached by the Board and representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. All proposals by the parties shall be submitted in writing to the representative(s) of each other's team at the first meeting. No additional proposals shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting.

Meetings shall be scheduled with the least interruption of school schedules. If agreed to by the Board, members of the team may be released from school duties without loss of pay to attend meetings with the Board. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams. Each team shall not exceed six representatives of their choosing to be present during negotiations between the parties. Only three of the chosen representatives to be seated at the table at any one point in time. Time and dates as used in the Article may be changed by mutual agreement.

#### C. Representation

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

#### D. Information

The parties agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated.

#### E. While Negotiations are in Progress

1. Recesses--the chairman of either group may recess his group for independent caucus at any time. Caucuses shall be of reasonable length (not to exceed one-half hour).
2. Protocol -- no action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement -- as negotiation items receive tentative agreement, they shall be reduced to writing, and initialed by each party.
4. Schedule of Meetings -- until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. Agreement

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the proposal shall then be submitted to the full Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

G. Disagreement

1. If agreement is not reached on matters being negotiated at any time prior to 45 days before the expiration date of this agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.
2. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.
3. **[RESERVED.]**
4. In the event the members of the negotiation teams are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code which states:

“Public employees other than those listed in division (D)(1) of 4117.14 have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the (SERB); however, the (SERB), at its discretion, may attempt mediation at any time,” and Section 4117.18 (C) of the Ohio Revised Code, which states:

“No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”

H. Distribution

Within thirty (30) days after this contract is signed, copies of this contract shall be reproduced with the cost to be shared equally by the parties. Copies of this contract shall be distributed to the Board of Education members, school administrators and to each teacher in the Perry School System. Additional

copies may be ordered at the expense of the party requesting the same.

I. Definitions

1. "Professional Negotiations" means conferring, discussing and negotiating in good faith by the Board of Education through its designated representatives and the recognized teacher organization through its designated representatives in an effort to reach agreement with respect to wages, hours, terms and conditions of employment.
2. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires that the Association and Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Good Faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of a teacher organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

J. Entire Dispute Settlement Procedure

The negotiations procedure set forth in this article constitutes the entire dispute settlement procedure mutually agreed by the parties.

K. Rights of Individuals

Nothing in this document shall prohibit any certified employee from presenting views or grievances that affect his status in the district to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this document.

ARTICLE IV - PROVISIONS CONTRARY TO LAW

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within fifteen (15) days or any mutually extended time.

ARTICLE V - GENERAL PROVISIONS

The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.

The written provisions of this Agreement constitute the whole and entire agreement (including any and all understanding) between the parties concerning any and all matters within the scope of collective bargaining. Any matters or subjects not covered herein have been waived by the parties for the life of this agreement. This agreement constitutes the entire agreement between the parties and any

document, agreement, policies, memorandum, salary schedule or any other previously negotiated item shall be void and of no further force or effect.

The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board. (See Article III - Agreement).

#### ARTICLE VI - ACADEMIC FREEDOM

The principal in each school shall have the responsibility to supervise each professional staff member with respect to all teaching activity conducted in the building. Teacher activity will be in accordance with course of study and curriculum guide(s) as adopted by local and county Boards of Education. Should differences exist with respect to the subject of academic freedom, the professional staff member and his/her Association representative shall review the matter with the Superintendent, whose determination upon the matter shall be final.

Professional staff members are expected to create a classroom environment, which shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The professional staff member is responsible for exercising reasonable and sound judgment in selecting for discussion those issues he/she deems relevant to the maturity and understanding of the students involved.

#### ARTICLE VII - ASSOCIATION RIGHTS

1. The Association and representatives, if affiliates, shall have the right to use school buildings for membership meetings if the use does not interfere with the previously scheduled use of the buildings. The building principal shall be notified as far in advance as possible of the time and place of such meetings, with school administration meetings taking precedence. The Association shall restore the meeting place to its original condition upon leaving.
2. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that 1) this shall not interfere with or interrupt the assigned duties of the teachers; 2) the representative has scheduled and checked in with respective building principals; 3) that such business be conducted during conference period, lunch period, before or after teacher assigned work day.
3. Upon responsible request of the Association, the Association shall have the right to use school equipment, including a typewriter, duplicating equipment other than photocopying equipment, calculating machines and audio-visual equipment, and may, with administrative approval, use the photocopying equipment in administrative offices, provided such use is made on school property and does not interfere with the school use of such equipment. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The Association shall pay for consumable supplies and may purchase supplies at cost.
4. The Association shall have the use of any bulletin board presently located in a teacher's lounge.
5. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards, provided that such material is signed by an

authorized representative of the Association.

6. The Association may use the internal mail system of the school and place communications in the mail boxes provided each teacher, provided the use of such internal mail system, does not interfere with the school use of such system.

The Treasurer of the Board shall provide the Association president notices of all meetings of the Board, copies of the Board agenda, and copies of Board minutes.

#### ARTICLE VIII - COMMUNITY COMPLAINT PROCEDURE

Action concerning a complaint by a member of the community other than a student shall be initiated by the following procedure;

- A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal and the complainant shall be arranged at a mutually convenient time to discuss the complaint.
- B. If the complaint is unresolved, it may be submitted to the Superintendent.
- C. If such conferences do not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of education a complaint against a teacher. The Superintendent shall give a copy to the teacher.

In each of the steps above, a teacher may be represented by a representative of his choosing. Conferences regarding such complaints shall be private.

#### ARTICLE IX - CONTRACTS

##### Individual Contracts - Regular

A. The Board shall provide every member of the instructional staff an individual written contract at the initial employment and subsequent re-employment of a teacher in keeping with the provisions of 3319.08 of the Ohio Revised Code. All teachers employed by the Board shall be issued contracts which shall include the following information:

1. Name of teacher
2. Type of contract, limited or continuing
3. Name of the school district and the Board of Education employing said teacher
4. Annual compensation to be paid for the first year of the contract
5. Basis of determining compensation (i.e., classroom teacher, B.A. degree, five (5) years experience)
6. Teacher agreement that he or she shall abide by Board adopted policies

7. Provision that rules and regulations of the Board governing professional staff shall be available at the time the contract is offered

B. Resignations - A teacher is presumed to have accepted employment for the succeeding school year unless he notified the Board in writing to the contrary on or before June 1. (3319.15).

No teacher shall terminate his contract after July 10 of any school year or during the school year without consent of the Board of Education. A teacher may terminate his contract at any other time by giving five (5) days written notice to the Board in care of the Superintendent. (3319.15).

C. All teaching employees whose salaries are funded in whole or in part by a fund outside the Board's General Fund shall be employed on only one-year limited contracts, regardless of any other provision or law of this Agreement.

#### ARTICLE X - SUPPLEMENTAL CONTRACTS

A. All teachers assigned additional responsibilities in addition to their regular duties and for which additional compensation is granted, shall be given a written supplemental contract that is in addition to their regular contract, in keeping with Section 3319.08 of the Ohio Revised Code. No supplemental compensation is granted. Such supplemental contracts shall include the following information:

1. Name of the teacher
2. Name of the school district and board of education for which responsibilities shall be performed
3. Number of years contract is to be in force
4. Statement of title, complete job description of the responsibility (may be incorporated by reference), and compensation to be provided
5. Dates within which compensations are being provided for such responsibility

B. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

C. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. However, when the Superintendent has determined that a vacancy in a supplemental position exists, the position shall be posted and shall be subject to the Promotions/Vacancies Article. The Board need not bargain with the Association about the decision to create a new supplemental position, to modify supplemental duties, or to consolidate supplemental positions. However, the Board will bargain with the Association concerning the wages, hours and conditions of any new, modified or consolidated supplemental positions.

## ARTICLE XI - COOPERATING TEACHER GUIDELINES

Student teachers shall be accepted and assigned in accordance with the following provisions:

1. Cooperating teachers shall be full-time teachers employed in the Perry Local School District.
2. Cooperating teachers shall have a minimum of three (3) years of teaching experience of which at least two (2) shall be in the Perry Local School District, and shall possess a bachelor's degree and regular certification from the State Department of Education in the field for which they are teaching, and in which area they will be cooperating with a student teacher. Teachers with a master's degree in their teaching field and one (1) year of teaching experience can also be considered for a student teacher.
3. Prior to acceptance of student teachers the faculty of any given building will be notified of availability of student teachers and shall have an opportunity to participate as a cooperating teacher if deemed eligible.
4. All members of the instructional staff of the Perry Local School District eligible to act as a cooperative teacher shall be encouraged to participate periodically in this program as a means of promoting and improving the education profession.
5. A cooperating teacher shall be assigned no more than one (1) student teacher during any one (1) school year.
6. A student teacher shall be assigned to one (1) cooperating teacher except when special arrangements have been made between the teacher training institution and the cooperating teacher prior to the student teacher assignment.
7. Student teachers shall be responsible to the cooperating teacher, the building principal, and such persons as designated by the Superintendent of the Perry Local School District.
8. Each cooperating teacher shall receive a supplemental contract for the additional duties for supervising student teaching, if the compensation for such duties is paid from Board funds. The amount of such compensation shall be that amount paid to the Board by the teacher training institution less the usual employee payroll deductions. The local Superintendent shall have the authority to limit the number of student teachers who will be accepted into the program.

In the event that the teacher training institution offers tuition fee waivers in lieu of monetary compensation, the Superintendent and the Association shall determine which form of student teacher compensation to accept. The Perry Schools shall participate in the Ohio State University's tuition reimbursement program for student teachers, observers, etc.

9. The cooperating teacher shall be responsible for the evaluation, planning and scheduling of the student teacher and such duties shall be performed to the extent possible outside the teacher's normal working day.

## ARTICLE XII - CURRICULUM PLANNING

The Perry Board of Education shall release from school duties with normal pay all teachers selected by county/local Superintendent to serve and attend county or local curriculum committee meetings. Curriculum development meetings shall not require additional time beyond the normal seven and one-half (7 1/2) school day.

Curriculum on the local level shall be developed by the building principal. Certified staff members in the field of curriculum being developed shall be asked and given a reasonable opportunity to participate if so desired. Final determination shall be made by the Superintendent.

## ARTICLE XIII - DUTY FREE LUNCH

Each teacher employed by the Perry Local Board of Education shall be granted at least thirty (30) continuous minutes for lunch each school day during which time he or she shall not be required to perform any school activities. It is not necessary for teachers to remain at the school system facilities during his or her lunch period. The granting of lunch periods of teachers shall not be cause for lengthening of the school day in the Perry School System.

## ARTICLE XIV - EVALUATION

[SUBJECT TO EVALUATION & RIF COMMITTEE MOA]

## ARTICLE XV - GRIEVANCE PROCEDURE

- A. Definitions
1. A grievance procedure is a method by which one or more members of the bargaining unit may present a grievance without fear of reprisal and obtain a fair hearing at progressively higher levels.
  2. A grievance is an alleged violation, misinterpretation, or misapplication of one or more terms of the master contract or board policy.
  3. The grievant may be one or more members of the bargaining unit. An alleged grievance involving the rights and powers granted the Association by the master contract or Board policy shall be brought in the name of the Association.
  4. A class action grievance may be filed by one or more grievants if the grievances arise out of the same circumstances.
  5. The parties in interest shall mean the grievant and any person who might be required to act or against whom action might be taken in order to resolve the grievance.
  6. Days as used in the grievance procedure shall be defined as calendar days excluding Saturday, Sunday and legal holidays.

B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of grievant to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association provided the adjustment is not inconsistent with the terms of this contract.
2. Representation of the parties in interest may be by any person(s) of their choosing at Steps 1 through 3 of this procedure.
3. The association shall receive notice of each meeting or hearing held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step.
4. The fact that an employee filed a grievance; the grievance shall not be placed in his/her personal file except as may be necessary to amend, rescind, or clarify any record which is lawfully contained in such file, nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievance, association or its officers be placed in jeopardy or be subject for reprisal or discrimination for having followed this grievance procedure.
5. If a grievance is not initiated within ten (10) days after the aggrieved knew or should have known of the event or condition on which the grievance is based, the grievance shall be considered waived.
6. A grievance may be withdrawn at any level without prejudice.
7. Individual grievances may be filed at Level 2 and/or 3 if the parties in interest agree that decision of the issue does not fall within the scope of authority attained at the lower levels.
8. The number of days indicated at each step is considered a maximum. Time limits specified herein may be altered by mutual agreement of the parties.
9. If a decision on grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
10. Failure at any step of these procedures to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.
11. In event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in a hardship to any of the parties, all parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
12. All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable by the parties.
13. Election of remedies - A grievant shall not be denied his/her legal rights under the law provided, however, upon the filing of a complaint by the grievant or on the grievant's

behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.

C. Grievance Procedure

Informal Procedures - If a teacher believes there is a basis for a grievance, he shall first discuss the matter with his Principal or immediate supervisor in an effort to resolve the problem informally. The teacher shall make clear to the principal or supervisor that a possible grievance may be filed.

Step 1 - If the grievance is not resolved within five (5) days of such discussion or meeting, the grievant may present his formal complaint by submitting a completed grievance report form, Step 1, in triplicate. Copies of the form showing the date of the occurrence, a statement of the nature of the grievance, the provision(s) of the master contract or Board Policy allegedly violated, and the relief sought shall be submitted by the grievant to the Association, the immediate supervisor and the Superintendent. Within five (5) working days of the receipt of the grievance report form, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within five (5) working days after such meeting by completing Step 1 of the grievance report form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing of such disposition of the grievance.

Step 2 - If the grievant is not satisfied with the disposition of the grievance in Step 1 or no disposition has been made within the above time limits, the grievant may complete a grievance report form Step 2, and submit the grievance to the Superintendent. Within five (5) working days of receipt, the Superintendent shall meet with the grievant. Within five (5) working days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step 2 and forwarding it to the grievant.

The Association and the immediate supervisor shall be notified in writing of the Superintendent's disposition.

Step 3 - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been received within the time period provided above in Step 2, the grievant, with written concurrence from the P.E.A. President, may submit such grievance to arbitration by completion of the grievance report from Step 3, and filing same with the Board within ten (10) working days of the receipt of the disposition of the Superintendent of the end of the time period in Step 2. If the Superintendent or his designee and grievant or his representative cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which rules shall likewise govern the arbitration proceeding. The arbitrator shall limit his decision to the terms of the master contract and Board policies and shall make no award contrary to law. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he make any decision contrary to law.

The decision of, and awards made by the arbitrator, shall be binding on all parties, and shall be submitted to the Board, Superintendent, Association and the grievant.

The costs for the services of the arbitrator, including his per diem expense, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Association and the Board; however, if the grievant files for arbitration without the concurrence of the Association, the grievant shall

share equally such expenses with the Board of Education.

ARTICLE XVI - HEALTH AND SAFETY OF THE INSTRUCTIONAL STAFF

The teachers shall report to their assigned duty stations at the times prescribed by the Board policy and/or administrative rules and regulations, unless expressly authorized to be absent from such duties by the Superintendent or building Principal. In the event of an act of God or student disruption which interrupts the normal routine of the school community, teachers shall be under the direct orders of the Superintendent and/or Principal, unless such orders present a clear and imminent danger to the health and safety of the teacher. The instructional staff shall not be required to report for duty if school has been cancelled due to weather or energy conditions, or to remain on duty after the students have vacated the building upon release by the building Principal because of weather or energy conditions; provided however, no employee shall be paid for any additional days required to be made up to meet the minimum school year as required by law. An intercom system with call back communication to the office will be provided.

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Distribution of Form:

- 1. Superintendent
- 2. Supervisor
- 3. Association (PR&R)
- 4. Teacher
- 5. Mediator

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

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

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date cause of grievance \_\_\_\_\_ Step of grievance \_\_\_\_\_

State of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Disposition to this step: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Disposition this step: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Receipt of above form should be recorded at each step.

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

#### ARTICLE XVII - IN SERVICE EDUCATION

The Perry Board of Education may set aside four (4) days during the school year for in-service education. On days when in-service education will be provided for the staff, school shall be dismissed one (1) hour earlier than the normal closure time. The school administration and the teaching staff shall cooperatively work out the in-service program and present the program to the Perry Board of Education prior to approving the dismissal of the students. Teachers will be dismissed from their regular duties on in-service education days at the regular normal school times.

Sports medicine clinics shall be considered as professional development and teachers shall be reimbursed for the full cost with prior administrative approval.

#### ARTICLE XVIII - INSTRUCTIONAL MATERIAL ALLOWANCE

The Perry Board of Education shall appropriate each school year, during the term of this contract, an amount equal to one-hundred (\$100.00) dollars for every classroom unit as defined in the State Minimum Standards, in account Function Number 1100, Object Number 500 of the annual appropriations. A teacher is entitled to submit a purchase order(s) to the Superintendent for his consideration for approval in order to secure the materials and supplies for use by the teacher in these classroom units. Monies from any one school year shall not be carried over to the next school year. Two or three classroom units may make a collective request for a single item of instructional equipment to be approved in the normal purchasing procedure. Every effort will be made by the administration for the disbursement of these funds, if approved, on a fair and equal basis.

#### ARTICLE XIX - JOB DESCRIPTIONS

Job descriptions shall be developed by a committee of two administrators designated by the Superintendent and two teachers designated by the Perry Education Association, for each auxiliary area and supplemental area taught within the Perry School System. These descriptions will be submitted to the Perry Local Board of Education for its consideration and adoption. The Association shall be provided with a copy of each job description.

Job descriptions shall be reviewed periodically as deemed necessary by the Superintendent. Such review shall be conducted by a committee comprised as set forth in the above paragraph and shall be submitted to the Perry Local Board of Education for its consideration. The Board shall adopt job descriptions for newly created positions prior to employment of a teacher for such a position.

For the purpose of this section, the following definitions apply:

- (a) Auxiliary area: Guidance, Teacher Aides, Tutors, Nurse;
- (b) Supplemental area: All areas listed on the supplemental salary schedule

## ARTICLE XX - LEAVES

### A. Personal Leave

Certificated employees shall be granted no more than three (3) days, unrestricted, in any bargaining unit member's school calendar year, without loss of pay for the conduct of personal business which cannot be conducted at time other than the regular school day. A certificated employee who does not use all personal leave days in a given school year may carry over one (1) day of such leave into the next succeeding school year. The maximum number of personal days to which a certificated employee may be entitled in any school year is four (4). Any personal days not used shall be compensated at a rate

of \$150.00 per day, payable in the second check in June to a maximum of 3 days per school year. Prior to the second pay in June, each certificated employee will need to complete a verification form, indicating their choice of either carryover or payment, if applicable.

All personal leave must be approved and shall not be charged to sick leave. Except in cases of urgent necessity, application for such leave shall be made, in writing, to the Superintendent three (3) days prior to the beginning of such leave. Accumulated personal leave days are to be printed on the pay stubs.

Upon signing of such certification, the applicant shall not be required to state the specific reason for requesting such leave, except the cases of urgent necessity such leave may be denied if a qualified substitute is not available.

Fraudulent use of personal leave shall be considered a failure to render services under the employment contract. As such, fraudulent use may result in appropriate disciplinary action as may be deemed appropriate and equitable by the Board.

### B. Assault Leave

Any bargaining unit member who, through no fault of their own, sustains physical injuries as a result of a physical assault by any parent, student or other person while in the course of performing professional duties and/or in connection with their employment by the Board of Education may request a temporary leave of absence to recuperate from the injuries sustained in the assault. The one exception to non-physical injuries sustained as a result of a physical assault which will be covered by this policy shall be the case of sexual rape.

Assault leave shall be granted if the following provisions are fulfilled:

- a. The staff member must make written application for leave;
- b. If medical attention is required, the bargaining unit member must provide a written physician's statement recommending the leave and the approximate duration of the disability as prescribed in O.R.C. 3319.143;
- c. If requested by the Board, the bargaining unit member shall consent to an examination at Board expense by a Board-designated physician at a mutually agreeable time and place; if such examination is requested, the Board-designated physician shall determine the nature of and approximate duration of the disability for which he/she was consulted;
- d. The bargaining unit member shall apply for workers' compensation. If workers' compensation benefits are paid, the Board shall pay such employee the difference between the benefits

received and the employees regular salary;

e. The bargaining unit member shall cooperate to the best of his/her ability in pursuing any legal or police action against the individual(s) alleged to have committed the assault.

The bargaining unit member shall immediately report the physical assault to their principal or other immediate supervisor, who shall immediately report the incident to the police. In cases where the principal or immediate supervisor is not available, it shall be the employee's responsibility to report the assault to the police.

The Superintendent must be notified by any non-comatose employee within 24 hours of any physical assault and resulting physical injuries covered by this Article. Where possible, the Superintendent will assist the assaulted employee in completing any form(s) related to the assault that may be required by the Board. Upon request, the Superintendent shall provide to the teacher any available information in the School District's possession, which is relevant to the incident or person(s) involved.

Assault leave as provided herein shall not exceed more than thirty (30) days from the date of injury, and/or shall terminate at such time workers' compensation payments are terminated, which-ever first occurs. Should any professional staff member make false application for and /or falsify any information within the provisions of the Article, that staff member shall be subject to Board discipline, suspension or termination.

#### C. Military Leave

In accordance with Section 3319.14 and Section 143.22 and Section 5923.05 of the Ohio Revised Code, a military leave of absence shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists for military duty with any branch of the Armed Forces of the United States.

Any teacher whose teaching service in the Perry School System has been interrupted by active duty service in the Armed Forces shall be restored to his or her teaching position or a position of like nature, seniority, status and pay.

#### D. Leave of Absence and Return From Leave

1. A teacher shall not earn sick leave, personal leave, or service credit on the salary schedule (increment) while on any approved unpaid leave. The leave shall not constitute a break in service for seniority purposes, and the returning teacher shall resume the sick leave and service credit which he/she had earned before the beginning of the leave.

2. A short term unpaid leave of absence for a maximum of five (5) days or less may be granted by the Superintendent without pay. The unpaid days' wages shall be deducted from the employee's next pay check from the corresponding affected pay period. Requests for leave shall be submitted in writing to the Superintendent at least ten (10) days in advance of the requested starting date of the leave. The request shall include a statement from the building principal stating that a qualified substitute is available and scheduled for the period of the leave. During a short term leave (5 days or less) only salary or wages will be deducted.

3. A teacher who has completed three or more years of service in the Perry Local School District may be granted upon written request a leave of absence without pay for a period not to exceed

one year or the remainder of the school year when requests are presented after the school year has begun. If the request for a leave of absence is presented during the second semester of any school year, the certificated employee may be granted the remainder of that year plus one full school year's leave. The beginning and termination of such leave shall be scheduled to create the least disruption to the educational program.

4. Each certificated employee on leave of absence shall declare in writing to the Superintendent by April 10 of the year in which their leave expires as to their intention of returning to service. Failure of the certificated employee to supply a statement of intent by April 10, shall be deemed an automatic resignation.

5. A teacher on leave of absence shall be permitted to purchase at no cost to the Board insurance benefits that are provided by the Perry Board of Education to other teachers.

6. A teacher returning from a leave of absence shall be assigned in accordance with their certification and to a comparable position they held prior to leave if possible. Grade groupings are as follows: (K-6) and (7-12).

7. A teacher returning from an approved leave shall be subject to all provisions of this Agreement as they may be applicable.

E. Professional Leave

A. The Perry Board of Education in accordance with Board policy may grant professional leave to teachers employed in the Perry School System to attend meetings, conferences, conventions, or workshops, or other events of a similar nature. Teachers who receive professional leave shall be paid their regular per diem salary. In all cases Superintendent approval of requests and related expenses shall be given prior to attendance. Expenses to be in accordance with the following schedule:

1. Mileage will be 6% less than the federal rate per mile with the Superintendent reserving the right to require sharing of transportation in the interest of economy and conservation. Airfare shall be at the least expensive rate. Lodging will be at a single occupancy rate only;
2. Original receipts, in all cases except mileage, must be presented for reimbursement; meals maximum: \$8.00 - breakfast, \$10.00 - lunch, and \$22.00 - dinner, with a total of \$40.00 per day. The banquet or meal not chargeable if included as a part of the registration fee. No reimbursement will be made for alcoholic beverages.
3. Registration fee reimbursement shall be on the basis of membership and if an employee attends that is not a member, any additional charge for non-member registration is the responsibility of the individual.

Anyone requesting to attend a professional meeting at personal expense shall submit request, and approval of the Superintendent must be secured.

B. Professional leave shall be granted to representatives of the Perry Education Association to attend the Ohio Education Association Convention each year, provided that such leave shall not exceed the aggregate of two (2) teacher days annually.

F. Sick Leave

Sick leave shall be administered pursuant to the Ohio Revised Code Section 3319.141. The rate of accumulation shall be 1-1/4 days per month at a maximum of fifteen (15) days per year for each year of employment with the Perry School System. Each teacher's maximum accumulation shall be 260 days. If a teacher's accumulated sick leave becomes exhausted, the Board shall advance 15 days sick leave.

Teachers transferring to the Perry School System shall be credited with the unused balance of their accumulated sick leave, not to exceed the days accumulated upon certification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

Unused accumulation shall be reported to each teacher by the Treasurer of the Board monthly by way of payroll check stub. A teacher may at his discretion use sick leave pursuant to Section 3319.141 for absence due to personal illness, pregnancy, injury, exposure to contagious disease, and illness, injury or death in the employee's immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. Immediate family, for the purpose of this policy, shall include spouse, mother, children, father, brother, sister, in-laws, grandparents, or other persons who have assumed a similar position as parents to the teacher, regardless of residence.

A sick leave form for teachers shall be provided by the Perry Board of Education. Sick leave forms shall be maintained as a record of the Board by the Treasurer. Any teacher who has been on sick leave for ten (10) or more consecutive work days shall, upon request of the Superintendent, provide a statement from the attending physician that such teacher is able to perform such teacher's assigned duties; provided, however, no teacher shall be required to provide such statement if the teacher has not been under a physician's care.

G. Jury Duty Leave

Certificated teachers of the bargaining unit upon notification to the Superintendent shall be eligible for leave the number of days or partial days needed to serve jury duty. The teacher shall be paid the difference between his or her jury pay (if any) and his or her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with Ohio Revised Code, Sections 2312.34 and 3313.211.

H. Maternity Leave

- a. A teacher may use her accumulated sick leave for absence on account of her pregnancy or childbirth. Ordinarily, a teacher will be eligible to use sick leave for maternity purposes during the two calendar weeks prior to the expected delivery date and for the four calendar weeks after the end of the pregnancy.
- b. If a pregnancy-related disability extends beyond those periods of time, the teacher may use her accumulated sick leave for such absence upon the Superintendent's receipt from her doctor of satisfactory medical evidence of the teacher's disability. The Superintendent may require the teacher to be examined by an ob/gyn designated and paid for by the Board of Education to substantiate that a disability exists. In the event of a conflict of opinion, the decision of the doctor designated by the Board will control.
- c. If a teacher has insufficient sick leave to cover the periods of time specified in paragraphs a and b above, the Board, upon the teacher's written request supported by

a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability. The same medical examination requirements as contained in paragraph b. will apply.

- d. A teacher returning from maternity leave shall be assigned in accordance with her certification, and in a comparable position to the one held prior to the leave, if possible.

A teacher on maternity leave under this Article shall continue to accrue seniority for reduction in force purposes and shall remain on payroll records so that she may purchase at her own expense any group insurance benefits available to bargaining unit teacher.

#### ARTICLE XXI - PAYROLL DEDUCTIONS

Teachers:

Twenty-six (26) pays per year, bi-weekly. First check, of the twenty six, will be the adjustment check for:

Retirement: Current rate as adopted by law, deduction amount in check will be an adjustment amount so that the deduction amount in each of the next 25 pays will be in a multiple of 5 cents.

City Tax Deduction: Current rate as adopted by law, deduction amount in first check will be an adjustment amount so that the deduction amount in each of the next 25 pays will be in a multiple of 5 cents.

State Tax : Deduction amount in the Withholding Tax Table taken to the next higher amount to make it a multiple of 5 cents. Deduction could vary from zero to a maximum of \$1.04 more per year than listed in the Withholding Tax Table.

Federal Withholding Tax: Deduction amount in the Withholding Table will be used. (Deductions are a multiple of 5 cents.)

Professional Dues: 1/20 of the dues for the Perry Education Association will be deducted from 20 consecutive checks beginning with the fourth check. If a teacher leaves the Perry School System, the balance of the dues not deducted during the school year will be deducted from the final check issued to the leaving employee to the extent there are monies owed to this employee. Enrollment in the Credit Union and tax-sheltered annuities shall be made in the first fifteen (15) days of September and the first fifteen (15) days of January becoming effective the first of October and the first of February.

Automatic direct deposit of paychecks will be made available to bargaining unit members into any bank of choice. If for any reason the Board fails to make a deduction for any employee as above provided it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

The Board shall not be required to provide teachers with individual annual salary notices until thirty (30) days after the conclusion of negotiations or by August 1, whichever is later.

## ARTICLE XXII - MILEAGE

All employees of the bargaining unit who are required to travel as a part of their school responsibilities will receive 6% less than the federal rate per mile. Approval by administration shall be obtained in advance of the travel.

## ARTICLE XXIII - PROFESSIONAL PERSONNEL RECORDS

1. Personnel records of the professional staff shall be filed in the central office of the Perry Local School District, or in the Superintendent's office, and shall include the following:

- a. Application for employment, including references.
- b. Copy of the latest contract, properly signed.
- c. Copy of the latest salary notice.
- d. Ohio Teaching Certificate or copy.
- e. Personal and professional data form.
- f. Transcript of college credits showing the official records of the degree granted, original or certified copy.
- g. Record of military service.
- h. All bargaining unit members hired after June 30, 2013 shall complete the TB Questionnaire for New School Employees and Students, Allen County Combined Health District, Lima, Ohio.
- i. Evaluation documents.
- j. Other job-related documents.

2. Each teacher shall have the right, upon reasonable request, to review his or her personnel file. A representative of the Perry Education Association may, at the teacher's request, accompany the said member in such a review. A teacher may acknowledge that he or she has read the material by affixing his or her signature and the date to the copy. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. The teacher shall have the right to reply, in writing, to any material contained in the file, and such reply shall be attached to the filed copy.

3. Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.

4. A teacher shall be entitled to a copy at his/her expense of any material in his/her file at a rate of \$.05 per copy.

5. To the extent allowed by state law, examination of a teacher's file shall be limited to the Superintendent, the Board, and other employees or representatives of the Board who have a legitimate

reason for the examination.

6. A copy of any document shall be signed and dated by the administration and shall be given to the teacher when it is placed in the file.

#### ARTICLE XXIV - SALARY PROVISIONS

A. The length of the Perry School year shall be 182 days of which students shall be in attendance 180 days, 2 of which may be Parent-Teacher Conference days. One (1) day shall be a teacher professional day, and one (1) day will be a clerical day. Principals will attempt to schedule equal length classroom periods for junior high and high school when school is delayed for two hours.

B. All teachers may be assigned appropriate starting and dismissal time providing that their work day shall be no longer than 7-1/2 hours. The schedule for each full-time equivalent classroom teacher shall have at least two hundred minutes per week for instructional planning and evaluation and conferences. The district will make a reasonable effort to provide teachers with forty (40) consecutive minutes per day for planning and preparation.

For students in grades 7-12 the school day shall start at 7:50 a.m. and at 8:55 a.m. for students in grades K-6.

C. Annual salary and other fringe benefits - See Exhibits A-E.

D. Teachers shall be available as needed beyond the above established work day for meetings with either students, parents or other school personnel. Teachers shall be available for individual conferences with the administrative staff either before or after normal school hours when given a twenty-four (24) hour notice except in cases of an emergency. Such meetings and conferences shall not exceed one (1) hour beyond the regular school workday except in cases of emergency.

E. Teachers will not be expected to remain longer than one-half (1/2) hour beyond the 7-1/2 hour work day with one exception to attend scheduled staff meetings with administrative personnel.

These meetings shall be limited to nine (9) per year for grades 9-12 and to the following scheduled for grades K-8.

(a) Bi-weekly at 8:30 A.M. for Elementary K-6.

(b) Bi-weekly meetings at 2:45 - 3:15 P.M. for grades 7 & 8.

F. All grades from K-12 will be on a nine weeks grading period

G. When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within the salary schedule and files with the Superintendent a transcript of college credits or other valid proof of such completed semester or quarter hours on or before the first week of each school year semester said teacher shall then qualify for the higher classification.

H. In the event a teacher's aide(s) is/are employed, the aide(s) will be placed in the elementary classroom(s) where the need is the greatest. Class size will be the primary but not exclusive consideration for need.

I. Effective July 1, 1994 any additional voluntary payroll deduction accounts shall have a minimum of five participants on the Perry staff. This rule will be waived for present staff members who

already have established programs. Staff members may also be added to existing voluntary pay-roll deduction accounts that have fewer than five participants.

#### ARTICLE XXV - SEVERANCE PAY

Any member of the bargaining unit of the Perry Board of Education who has no less than six (6) years of service in the Perry Local School District who actually retires and is eligible for retirement benefits under STRS within one-hundred twenty (120) days from the date of separation from employment with the Perry Local School District may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

1. Calculation for the severance benefit shall be one-fourth of the unused, accumulated sick leave not to exceed sixty-five (65) days.
2. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days in the school calendar).
3. Payment of severance pay shall be in a lump sum within thirty (30) days after the Board receives notice and written substantiation from the employee that he/she has actually retired and is receiving retirement benefits from STRS.
4. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

#### ARTICLE XXVI - SCHOOL CALENDAR

The Superintendent or designee shall meet with three (3) teachers appointed by the Perry Education Association to develop a school calendar for the consideration of the Perry Local Board of Education in February. If agreement on a calendar is not reached between the Administration and the Association, each shall make separate recommendations to the Board of Education. Final determination shall be made by the Perry Local Board of Education.

#### ARTICLE XXVII - SUBSTITUTING DURING PREPARATION PERIOD

The District may request, but not require, that teachers substitute for absent teachers during conference/planning time. If no teacher voluntarily agrees to work, the principal may assign the teacher with the least District seniority who is available during that period ("available teacher"). The available teacher will be paid for the additional substitute teaching time at the rate of \$20.00 per period. A teacher is no longer an available teacher, and may not be required by the School Administration to forego their conference time, if the teacher has been a substitute three (3) times in any one calendar week of school or twenty (20) times per year, unless there is no other available teacher during the period that must be staffed. Record keeping will be shared by the teacher and principal.

ARTICLE XXVIII - STAFF REDUCTION

[SENIORITY REFERENCES ARE SUBJECT TO EVALUATION & RIF COMMITTEE MOA]

In the event that it becomes necessary to suspend contracts of teaching personnel due to a decline in student enrollment, loss of funds, return to duty of regular teachers after leaves of absence or by reason of suspension of school or territorial changes affecting the district, the Perry Board of Education shall make the reduction in the following manner:

1. No Reduction in Force (RIF) program shall take place during the school year once that school year has begun. For the purpose of this section, "school year" shall be defined as beginning and ending days for classroom teachers.
2. Thirty (30) calendar days preceding the date of implementation, the Association president shall be notified of the Board's intent to consider reduction in force program.
3. Upon request, a meeting shall be held between representatives of the Association and the Board to give the Association the opportunity to express its views regarding such reduction.
4. A list shall be prepared of all teachers according to contract status and seniority (current continuous service in the district) within all areas of the certification of each teacher. Those serving under continuing contracts shall be listed at the top of the list in descending order of seniority. Those serving under limited contracts shall be placed under those serving under continuing contracts also in descending order of seniority within all areas of certification. All approved leaves of absence shall be applied towards continuous service for seniority purposes. The list shall include the following information:
  - a. limited or continuing contract status;
  - b. date of most recent employment (continuous);
  - c. areas of certification.

As per ORC 3319.17, limited contract teachers shall have their contracts suspended prior to those of tenured teachers in each field of certification.

5. A list shall be prepared indicating the specific position(s) to be abolished. This statement shall be prepared (15) days prior to implementation, and shall be posted on staff bulletin boards and sent to the Perry Education Association.

Correction if Inaccuracies: Each employee shall have a period of fifteen (15) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

6. A reduction in force will be accomplished by applying the seniority list to the list of specific position(s) to be abolished; the teachers who presently hold those positions being abolished are the teachers to be suspended unless it is possible for the involved teacher(s) to bump a teacher(s) with less seniority in another area for which the involved teacher(s) is properly certified.
7. System-wide seniority shall be the basis of any reduction in the teaching staff. If ties occur in seniority regarding years of service, the teacher with the earliest date of board action to employ will be considered most senior. If ties still remain, the determination shall be made by the Superintendent.
8. A teacher(s) whose contract is suspended as a result of RIF program shall be given written notice.
9. All teachers whose contracts were suspended pursuant to this section shall be offered reemployment to fill any position(s) in which they are interested and certificated before any new person is considered to fill said position(s). Teachers shall have recall rights for two years (24 months) from their last work day.
10. A teacher who is offered a contract under the provisions of this policy must respond within four (4) days of receipt of said offer. Such offer will be sent by registered mail. If an individual does not accept a contract or fails to respond in the time stated, the individual will be placed at the bottom of the seniority list for that area of certification.
11. Teachers suspended pursuant to this section shall be given preferential consideration as substitute teachers in the Perry Local System.
12. Laid off teachers shall have the right to pay the total premium for group life, hospitalization and other group benefits paid to teachers for a period not to exceed two (2) years; if this is acceptable to the carriers of the benefits plan, and is not contrary to state statute.

#### ARTICLE XXIX - TRANSFERS

Each teacher shall be assigned to a specific position for which the teacher is certificated, and notified in writing on or before July 15 of such assignment. Any teacher not so notified shall be reassigned to the same position held the previous school year.

The superintendent may reassign a teacher after such notification on July 15, and such teacher shall be granted, upon request, a conference with the Superintendent before the transfer is made. The resignation of any teacher reassigned after July 15 shall be accepted by the Board of Education.

##### A. Voluntary Transfer and (or) Reassignment

When teachers wish to request a transfer, the following steps are to be followed:

1. A teacher may request a transfer request for one or more specific positions or submit an open request indicating personal desire.

2. Applications for transfers will be submitted on forms supplied by the Administration and placed in each school building during each school year.
3. A letter of request spelling out in detail the reasons for the transfer shall accompany each application.
4. When a decision has been made concerning a transfer or assignment, the following criteria shall apply:
  - a. Individual qualifications
  - b. Instructional requirements
  - c. Staff availability and experience
  - d. Special criteria established by the administration to achieve staff balance or better staff utilization
  - e. Where, in the sole and exclusive opinion of the Superintendent, the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the Perry Local School System.

**B. Involuntary Transfer and (or) Reassignment**

When transfer of a teacher is initiated by the principal, the following steps are to be followed:

1. When the problem is first identified, a conference to suggest steps to correct the problem shall be held between the teacher and principal.
2. If such problem is not satisfactorily resolved, the principal shall advise the teacher, in writing, that the principal is requesting transfer of the teacher.
3. Upon receipt of such notice, the teacher may request conference with the Superintendent.
4. Teachers who are to be transferred involuntarily are to be informed.
5. A teacher being involuntarily transferred or reassigned will be placed only in a position for which such teacher is certified.

**ARTICLE XXX - PARENT TEACHER CONFERENCES**

Two (2) school days within each school year calendar shall be set aside as parent-teacher conference days. These days will count as part of the 180 days of instruction on the school calendar. Students will not be in attendance on parent-teacher conference days. The time for these two (2) conferences shall be as recommended by the calendar committee and adopted by the Board of Education per Article XXVI. The teaching staff will not be required to be in attendance at other hours on parent-teacher conference days.

### ARTICLE XXXI - PROMOTIONS/VACANCIES

Notice of any vacancy during the regular teacher work year of certificated positions in the Perry School System shall be posted on a bulletin board in each school building not less than five (5) working days before the position is filled.

Notice shall also be sent to the Perry Education Association. When school is not in session, notice of vacancies shall be sent with the payroll check. Except for vacancies occurring between August 1 and the beginning of school, instructional staff members will be given ten (10) calendar days after the mailing of such notice to indicate their interest by responding to the Superintendent.

### ARTICLE XXXII - TUTORING

Teachers authorized by the administration to tutor pupils shall consult with the regular classroom teachers and principal as to the desired goals and assignments for the student to complete by the end of the tutoring sessions. The tutor shall then be responsible for the assigning and grading of all work. In the event that tutors with valid teacher's certificates are hired by the board of education, said tutors are to be employed on an "as-needed" basis and paid an hourly rate of pay as determined by the Superintendent upon consultation with the Association representative(s).

### ARTICLE XXXIII - TB TESTS

The Perry Board of Education working through the Allen County Health Department shall provide at no cost to each certificated employee the Tuberculin test or chest x-ray upon employment and thereafter.

The Perry School Administration shall be responsible for notifying each employee when his Tuberculin test is due. When a chest x-ray is required for the TB test, the employee shall request through the school nurse an appointment for the x-ray at a local hospital. If the cost is not covered by the employee's medical insurance, the Perry Board of Education will pay the cost.

### ARTICLE XXXIV - INSURANCE

#### A. LIFE INSURANCE

The Board shall provide a group term life insurance policy in the amount of \$15,000 as per 1977-78 for all employees of the bargaining unit, and the Perry Board shall pay the entire cost of providing such life insurance during the term of this contract.

#### B. HOSPITALIZATION - DENTAL

1. For all full time employees the Board will pay the percentage of the premium for each plan that is offered by the Allen County Schools Health Plan as outlined in Exhibit 7.01.11. The premium cost paid by the Board for all part time employees shall be prorated according to their scheduled hours of employment. The employee's shares to be paid through payroll deductions. Employees will also be entitled to the additional amount of Board paid flex dollars associated with each plan, as outlined in Exhibit 7.01.11. Any flex money remaining in the account at

the end of the insurance year will revert to the general fund.

2. For all full time employees the Board will pay 98% of the dental coverage of the plan that is offered through the Allen County Schools Health Plan. For all part time employees, the premium costs for dental paid by the Board shall be prorated according to their scheduled hours of employment. The employee's share to be paid through payroll deductions.

Employees shall be covered by such insurance as noted in this section provided employees comply with the terms of the insurance company's procedures concerning matters such as eligibility and enrollment.

3. INSURANCE INCENTIVE

Insurance Incentive - Any full time certified employee presently subscribing to hospitalization coverage provided by the board of education as of this date (5-15-02) who elects to drop such hospitalization coverage and remain off of the hospitalization plan provided by the board of education for the entire year will receive a cash incentive payment at the end of their first full year of non-coverage prior to July 1st the following amount:

Single Coverage - \$1500

Family Coverage - \$3000

ARTICLE XXXV - DEFINITIONS

"Association" means the Perry Education Association and its affiliated organization, which is the exclusive bargaining agent for the bargaining unit.

"Board", "District" and "Employer" all mean the Board of Education of the School District of Perry Local that is a party to this Agreement.

"Days" means calendar days except when otherwise indicated in this Agreement.

"Employee" and "teacher" mean a person who is a member of the bargaining unit as defined in Article I of this Agreement.

"Immediate Supervisor" means the supervisor to whom the employee directly reports.

"NEA" means the National Education Association.

"PEA" means the Perry Education Association.

"OEA" means the Ohio Education Association.

ARTICLE XXXVI - INVESTIGATORY INTERVIEW

A bargaining unit member has the right to the presence of a representative at an investigatory interview, which could reasonably be expected to lead to disciplinary action. An evaluation is not

considered an investigatory interview.

ARTICLE XXXVII - CONSULTING TEACHER PROGRAM  
(Mentor Program)

If the Board is required by the State to implement a mentor or consulting teacher program during the term of this agreement and the State specifically provides or earmarks funding for the program, the Board shall bargain with the Association about the effect of such program on the wages, hours, terms and other conditions of employment of teachers.

ARTICLE XXXVIII - COMMUNICABLE DISEASES

Employees who are diagnosed as having communicable diseases shall be entitled to all rights and benefits to which they are entitled by state and federal law.

No employee's employment relationship with the school district shall be altered so long as the employee is able to do his job and the health and safety of other employees or students are not adversely affected.

ARTICLE XXXIX - TUITION FREE ENROLLMENT

Any dependent children of any member of the bargaining unit may attend the Perry Local Schools tuition free.

ARTICLE XL - SEXUAL HARASSMENT

Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No member of the bargaining unit -- either male or female -- shall be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness.

A person who feels that they have been sexually harassed shall place the complaint in writing. A copy of the complaint shall be given to the member of the bargaining unit against whom the written charge has been made. Such behavior may result in disciplinary action, however not prior to a just cause hearing.

ARTICLE XLI - FAMILY LEAVE

During any contract year (July 1 - June 30) a full time teacher may use an unpaid leave of absence for up to twelve (12) continuous weeks for the purposes and on the conditions set forth in the Family and Medical leave Act of 1993.

A teacher desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice to the

Superintendent that he or she will use family leave must specify that “Family Leave” will be the type of leave taken.

During the leave, for up to twelve (12) continuous weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

#### ARTICLE XLII - TEACHING CERTIFICATE REIMBURSEMENT

Upon delivery of a renewed teaching certificate that is necessary in the assigned area of teaching, the Board shall reimburse the teacher for the fee charged by the State Department of Education. A receipt shall be submitted on the appropriate form for reimbursement.

If the teacher leaves the employment of the Board during the first twelve (12) months of the certificate, the cost of the certificate plus 5% shall be repaid to the Board. After twelve (12) months, a 5% handling fee only will be repaid to the Board.

#### ARTICLE XLIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

It is mutually agreed between the Perry Education Association and the Perry Local School Board of Education that the following shall constitute the provisions for the establishment of the Local Professional Development Committee (LPDC);

1. Structure  
There shall be one (1) LPDC Consortium for the Spencerville, Perry & Bath Local School Districts, hereafter known as “SPEBA”.
2. Membership  
This committee shall consist of one (1) representative selected by the Teacher Education Association of each member district; and no less than two (2) administrators selected by the Superintendent of the member districts.
3. Terms of Office
  - a) A Chairperson shall be elected by a majority vote of the members of the LPDC. This Chairperson shall serve a two (2) year term from September to September.
  - b) A Secretary/Recorder shall be appointed or hired. This Secretary/Recorder shall serve a one-year term from September to September as an exofficio member.
  - c) Remaining members shall serve either two or three year (3) year terms from September to September initially, and two (2) year terms thereafter.
  - d) All members may succeed themselves in new terms.
4. Vacancies
  - a) If an Association vacancy exists, it shall be filled by the Association of that District.
  - b) If an Administrative vacancy exists, it shall be filled by the Superintendents.
5. Removal

- a) The Association members on the LPDC shall be removed from the committee in accordance with procedures found within the Association’s Constitution and By-Laws.
  - b) The administrative members on the LPDC shall be removed according to procedures established by the Superintendents.
6. Meetings and Remuneration
- a) The LPDC will schedule the meetings during the regular workday, which shall include a training session for LPDC members in early September each year. These meeting days are on a release time with no compensation to the member other than his/her regular daily pay.
  - A. Meetings required in excess of those release days in order for the LPDC to complete its required business shall occur outside the regular work day, and members shall be compensated at a rate as per the locally negotiated agreement for actual meeting time. (\$15.00/hour) – Maximum of ten hours
7. Training
- a) Each new LPDC member shall participate in professional development designed to prepare for his or her role within the LPDC.
  - b) The LPDC member as a part of his/her Individual Professional Development Plan may legitimately use this professional development.
8. Collaboration
- The school district’s LPDC will have the opportunity to work collaboratively with other districts to develop procedures, forms, and policies to create efficient and effective opportunities for professional development for educators within the districts.

ARTICLE XLIV – STRS EMPLOYER PICK UP PLAN

Per the memo of understanding of 3/15/01 and in accordance with Section 414(h) of the Internal Revenue Code, the board will provide at no cost to the board a “salary reduction employer pick-up plan” to defer federal and state income taxes for STRS members – (“paper pick-up” at no additional cost to the board).

ARTICLE XLV – REIMBURSEMENT FOR GRADUATE COURSE WORK

Any member of the bargaining unit with more than one year of service in the district who enrolls in an accredited college or university between September 1 and August 31 shall be reimbursed the actual cost per credit hour up to \$100.00 per hour for each hour of eligible course work successfully completed. Payment will be made to the individual upon receipt of a certified transcript and verification of tuition payment by the bargaining member. Submission of transcripts and payment verification are the sole responsibility of the staff member and must be submitted to the treasurer within sixty (60) days of completion for reimbursement.

ARTICLE XLVI – SALARY

The base salary will raise 1.25% for the 2013-14 and 1.00% for the 2014-15 school years. All employees will be paid through direct deposit in twenty six (26) Bi-weekly pays per year.

ARTICLE XLVII – FAIR SHARE FEE

The employer shall deduct from the pay of members of bargaining unit who elect not to become or to remain members of the Perry Education Association, a fair share fee for the Union’s representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union’s work in the realm of collective bargaining

Notice of the amount of the annual fair share fee, which shall be equal to \$100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15, of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

A. ALL FAIR SHARE FEE PAYORS

Payroll deduction of such annual fair share fees shall commence on their first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty days employment in a bargaining unit position or
2. January 15<sup>th</sup>

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

The union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(0) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

ARTICLE XLVIII –LIBRARIAN

The Perry Education Association, OEA/NEA and the Perry Local School District Board of Education met on August 8, 2005 for the purpose of bargaining the effects of the Board’s decision to make changes to staff assignments in the Elementary School and High School library/media centers, prompted by the recent retirement of the High School Librarian.

The parties agreed as follows:

- A. The Elementary Librarian will oversee the operations of both school libraries, and will be designated as the District’s “Librarian”.

- B. The librarian's main work area will be the High School library, with necessary time spent at the Elementary School library.
- C. The District will assign an Educational Aide to assist the Librarian, who will supervise student and library activities in the school library on those days and times not supervised by the Librarian.
- D. The Librarian will develop and propose a flexible schedule each month to the Elementary School and the High School principals that reflects the assignment of the Librarian and the Aide for the next month.
- E. The parties may meet during the school year to discuss and attempt to resolve problems that may arise with this change.
- F. Five days extended service to be determined.
- G. The Association and Perry Board further agree that this memorandum shall not be considered precedent for any purpose.

#### ARTICLE XLVIX –APOLLO SATELLITE BUSINESS POSITION

The Perry Education Association and the Perry Local School District Board of Education agree to this Memorandum of Understanding with regard to the position of Business teacher Matt Pauff.

- A. The Association agrees that the current Business teacher, Matt Pauff, shall be employed by Apollo and compensated on the Perry salary schedule and shall continue with all Perry fringe benefits, and will remain eligible to be a member of the Perry Education Association. It is agreed that Pauff may not be involuntarily transferred to another school district.
- B. With regard to severance pay Matt will be compensated for severance pay by Apollo under the Perry benefits and salary package.
- C. The Association, for itself and its members hereby waive any claim that the foregoing is in violation of the negotiated collective bargaining agreement between the Association and Perry Board of Education. The Association and Perry Board further agree that this memorandum shall not be considered precedent for any purpose.
- D. The agreement is for one year, the 2005-06 school year. Should this agreement be discontinued, Matt Pauff will be reemployed at Perry Schools and retain his seniority with his original date of employment of August 27, 1999.

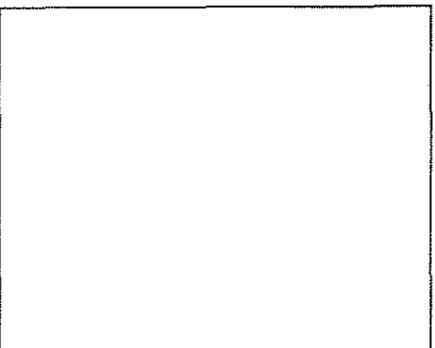
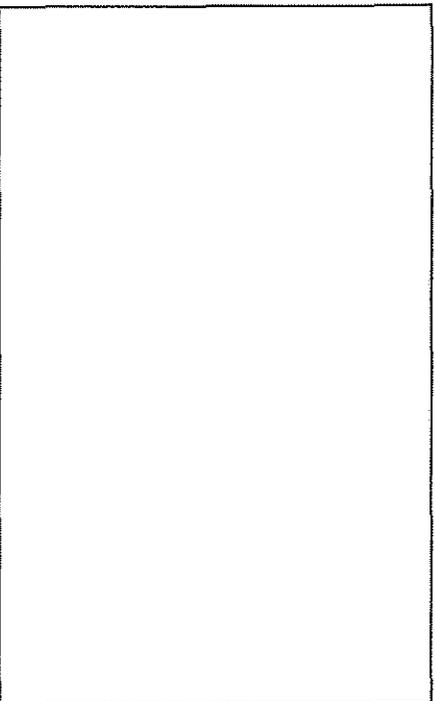
#### ARTICLE XLVX –PREVIOUSLY RETIRED TEACHERS

The Perry Education Association and the Perry Local School District Board of Education agree to amend their Negotiated Agreement to add the following provisions on the employment of retirees under STRS:

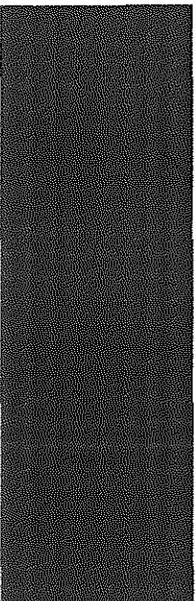
The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

- A. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.
- B. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column, subject to (G) below.
- C. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.
- D. PRTs are eligible for sick leave accumulation up to a total of fifteen (15) days per year commencing with the first year of reemployment. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- E. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- G. For purposes of salary schedule placement, a previously retired teacher shall be granted any number of years of service credit upon initial reemployment, as determined by the Superintendent upon recommendation to the Board. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.
- H. The Board will not cover retirees on the group insurance plans; provided, however, that this subsection (H) may be renegotiated upon request of either party if STRS adopts a rule or legislation is enacted requiring reemployed retirees to be covered under employer insurance plans; or as determined by the superintendent.
- I. Tuition reimbursement will not be provided to PRTs.
- J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

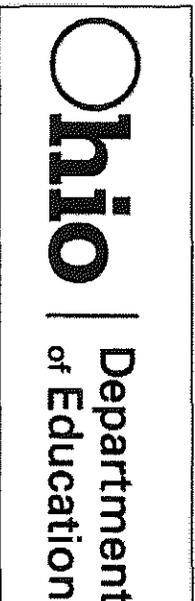
# Ohio Teacher Evaluation System



2012



Resources



## RESOURCES

Self-Assessment

Professional Growth and Improvement Plans

Pre- and Post- Conference Sample Questions

Performance Rubric: Record of Evidence

Conducting a Walkthrough / Informal Observation

Post Conference Planning

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

### 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

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

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

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

**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 (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: 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.

## Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

### INSTRUCTIONAL PLANNING

#### FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

#### ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

#### PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

##### (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

#### KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

### INSTRUCTION AND ASSESSMENT

#### LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

#### DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

#### RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

#### CLASSROOM ENVIRONMENT

##### (Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

#### ASSESSMENT OF STUDENT LEARNING

##### (Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

### PROFESSIONAL RESPONSIBILITIES

#### COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

#### PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

### 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	<b>FOCUS FOR LEARNING</b> (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				
	<b>ASSESSMENT DATA</b> (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><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>  <b>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</b></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><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> 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><b>Evidence</b></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 students' 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><b>LESSON DELIVERY</b> (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				
	<p><b>DIFFERENTIATION</b> (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					

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
<b>RESOURCES</b> <b>(Standard 2: Content;</b> <b>Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	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.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	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.
<b>Evidence</b>				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> 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	<p><b>ASSESSMENT OF STUDENT LEARNING</b> (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> 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>

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
	Classroom Walkthroughs/ Informal Observations Post-Conference	<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>
	Evidence				

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<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				

## 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**

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

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.

## **MEMORANDUM OF AGREEMENT**

The Perry Local School District Board of Education and the Perry Education Association agree to this Memorandum of Agreement (MOA) in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The parties acknowledge that this MOA aligns with the *Standards for the Teaching Profession* as set forth in State law.

A separate Board policy and/or terms of a collective bargaining agreement shall apply to other bargaining unit members who are not within the above definition.

### **Evaluation Procedure Defined**

- A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the ORC. Each completed evaluation will result in the assignment of a teacher effectiveness rating.

### **Evaluation Instrument**

- A. The Evaluation Instrument shall be the process and forms used by the teacher's evaluator. The ODE 2012 Instrument is attached and shall be referred to as Exhibit A

### **Definition of "Teacher"**

- A. This policy applies to District employees who meet one of the following categories and is not a substitute:
  - 1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
  - 2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
  - 3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
  - 4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.
  - 5. A separate Board policy and/or terms of a collective bargaining agreement shall apply to other bargaining unit members who are not within the above definition.

- a. These members will need to establish a committee to create an evaluation tool for their individual employment areas.
- b. The evaluation tool used in the previous contract (2011-2013) will be used until a new tool is adopted for the 2014-2015 school year.

### **Assigning an Effectiveness Rating**

- A. Each written evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.
- B. Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Exhibit A and incorporated herein.
- C. The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.
- D. The OTES Resources attached hereto shall constitute the tools to be used in calculating the Teacher Performance fifty (50%) aligned to the “Ohio Standards for Teaching Profession.”

### **Calculating Teacher Performance**

- A. Teacher Performance is evaluated during the minimum two or three formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:
  1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
  2. Understanding the Content Area for which they have Instructional Responsibility;
  3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
  4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
  6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
  7. Assuming Responsibility for Professional Growth, Performance and Involvement.
- B. The OTES Resources attached hereto shall constitute the tools to be used in calculating the Teacher Performance fifty percent (50%) aligned to the “Ohio Standards for the Teaching Profession.”

### **Calculating Student Growth Measures**

- A. For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following:
- 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.
1. Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be used in calculating student growth.
  2. ODE Approved List of Assessments: To the extent use of value-added data is not required, assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
  3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.
  4. SLO Review Committee will be established and be comprised of the curriculum coordinator, one (1) elementary, one (1) middle school, one (1) high school teacher and the teacher of record. The committee shall not exceed five (5) teachers with a sixth (6th) teacher being an alternate.

- B. The percentage the District will attribute to Value-Added Data is consistent with H.B. 555 as follows:
1. If a teacher's schedule is comprised only of course or subjects for which the value-added progress dimension is applicable, the following applies: Until June 30, 2014, the majority of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.
  2. For other teachers who teach multiple subjects or courses but have some value-added progress dimension reported, the weight of the value-added measure must be proportionate to their individual schedule.
  3. If a teacher has available an ODE approved vendor assessment that measures growth the percentage of a teacher's growth attributed to the adopted vendor assessment must be proportionate to their individual schedule.
  4. The percentage the District will attribute to Locally-determined Measures will equal fifty percent (50%) for grade levels or subject areas where no Value Added Data or ODE approved vendor data is available. Non-ODE-approved vendor assessments adopted for use by the District will be considered a Locally-determined Measure.
- C. In the calculation for student academic growth, a student who has forty-five or more excused and/or unexcused absences for the school year will not be included.
- D. Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above;" 2) "Expected;" and 3) "Below."

### **Walk Throughs**

- A. A walk-through is a formative written assessment piece that has the following components:
1. The walk-through shall be at least 5 consecutive minutes but no more than 15 consecutive minutes in duration.
  2. Any data collected will be copied and provided to the teacher within 2 working days.
  3. Final debriefing data gathered from the walk-through must be entered into eTPES using the 2012 ODE model tool/program.

### **Evaluation Timeline**

- A. Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least once annually. Each evaluation shall include: 1) A minimum of two (2) formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs

### **Testing for Teachers in Core Subject Areas**

- A. Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

### **Retention and Promotion Decisions**

- A. The board adopts the following procedures to be used by district administrators in making retention and promotion decisions:
  - 1. The most recent three (3) school years’ evaluation cycles for affected teachers shall be considered (to the extent the teacher has been employed by the district during that time).
  - 2. No teacher will be retained or promoted over an alternative internal candidate whose average rating over three (3) years or in the most recent school year is higher, subject to RC 3319.17.
  - 3. The Board will comply with ORC 3319.58.
- B. The Board shall use the procedures in Section 8 of its Teacher Evaluation Policy in making reduction in force (RIF)/layoff decisions. If a RIF occurs before May 31, 2015, all evaluations shall be considered comparable.
- C. Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

### **Removal of Poorly-Performing Teachers**

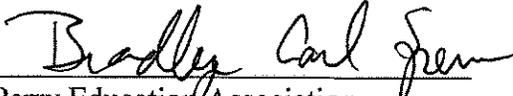
- A. The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:
  - 1. The process of nonrenewal of teachers if they are in their last year of a limited contract, taking at least their most recent evaluation into account.
  - 2. The process of RC 3319.16 to terminate a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account written evaluations during the most recent three (3) years.

**Professional Development**

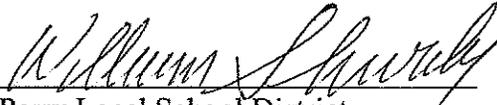
- A. The Board's plan for the allocation of financial resources to support professional development is as follows:
1. The determinations of the Superintendent for priority in the use of resources.
  2. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.
  3. The optimization of available federal, state or organizational grants, for professional development.

This Memorandum of Agreement and any attachments to it shall be included in the 2013-15 PEA collective bargaining agreement. The parties agree that the terms of this MOA specifically supersede and replace Article XIV – Evaluation and the evaluation instruments used as exhibits in the PEA contract in their entirety. The prior contract language in Article XIV and the prior instruments shall be removed from the labor contract. The parties also agree that the terms of this MOA specifically supersede and replace any conflicting seniority references in Article XXVIII - Staff Reduction in their entirety.

This MOA is attached to the collective bargaining agreement and is subject to the grievance procedure and all rights and remedies granted therein.

  
Perry Education Association

1/29/14  
Date

  
Perry Local School District  
Board of Education

1-29-14  
Date

**PERRY LOCAL SCHOOLS SALARY SCHEDULE**  
2013-2014 School Year

Years	BA	5 Year	MA	MA + 15	Years
0	32,980	34,233	36,113	38,620	0
1	34,233	35,651	37,696	40,368	1
2	35,486	37,070	39,279	42,115	2
3	36,740	38,488	40,862	43,863	3
4	37,993	39,906	42,445	45,611	4
5	39,246	41,324	44,028	47,359	5
6	40,499	42,742	45,611	49,107	6
7	41,753	44,160	47,194	50,855	7
8	43,006	45,578	48,777	52,603	8
9	44,259	46,997	50,360	54,351	9
10	45,512	48,415	51,944	56,099	10
11	46,766	49,833	53,527	57,847	11
12	48,019	51,251	55,110	59,595	12
13	48,678	52,240	56,693	61,343	13
17	49,272	52,669	58,276	63,091	17
25	49,602	52,834	59,859	64,839	25
29	50,855	54,252	61,442	66,587	29
30	52,108	55,670	63,025	68,335	30

Years	BA	5 Year	MA		Years
0	1.000	1.038	1.095	1.171	0
1	1.038	1.081	1.143	1.224	1
2	1.076	1.124	1.191	1.277	2
3	1.114	1.167	1.239	1.330	3
4	1.152	1.210	1.287	1.383	4
5	1.190	1.253	1.335	1.436	5
6	1.228	1.296	1.383	1.489	6
7	1.266	1.339	1.431	1.542	7
8	1.304	1.382	1.479	1.595	8
9	1.342	1.425	1.527	1.648	9
10	1.380	1.468	1.575	1.701	10
11	1.418	1.511	1.623	1.754	11
12	1.456	1.554	1.671	1.807	12
13	1.476	1.584	1.719	1.860	13
17	1.494	1.597	1.767	1.913	17
25	1.504	1.602	1.815	1.966	25
29	1.542	1.645	1.863	2.019	29
30	1.580	1.688	1.911	2.072	30

**PERRY LOCAL SCHOOLS SALARY SCHEDULE**  
2014-2015 School Year

Years	BA	5 Year	MA	MA + 15	Years
0	33,310	34,576	36,474	39,006	0
1	34,576	36,008	38,073	40,771	1
2	35,841	37,440	39,672	42,537	2
3	37,107	38,873	41,271	44,302	3
4	38,373	40,305	42,870	46,067	4
5	39,639	41,737	44,469	47,833	5
6	40,904	43,170	46,067	49,598	6
7	42,170	44,602	47,666	51,364	7
8	43,436	46,034	49,265	53,129	8
9	44,702	47,466	50,864	54,895	9
10	45,968	48,899	52,463	56,660	10
11	47,233	50,331	54,062	58,425	11
12	48,499	51,763	55,661	60,191	12
13	49,165	52,763	57,260	61,956	13
17	49,765	53,196	58,858	63,722	17
25	50,098	53,362	60,457	65,487	25
29	51,364	54,795	62,056	67,252	29
30	52,629	56,227	63,655	69,018	30

Years	BA	5 Year	MA	MA + 15	Years
0	1.000	1.038	1.095	1.171	0
1	1.038	1.081	1.143	1.224	1
2	1.076	1.124	1.191	1.277	2
3	1.114	1.167	1.239	1.330	3
4	1.152	1.210	1.287	1.383	4
5	1.190	1.253	1.335	1.436	5
6	1.228	1.296	1.383	1.489	6
7	1.266	1.339	1.431	1.542	7
8	1.304	1.382	1.479	1.595	8
9	1.342	1.425	1.527	1.648	9
10	1.380	1.468	1.575	1.701	10
11	1.418	1.511	1.623	1.754	11
12	1.456	1.554	1.671	1.807	12
13	1.476	1.584	1.719	1.860	13
17	1.494	1.597	1.767	1.913	17
25	1.504	1.602	1.815	1.966	25
29	1.542	1.645	1.863	2.019	29
30	1.580	1.688	1.911	2.072	30

**SUPPLEMENTAL SALARIES FOR  
2013-2014  
PERRY LOCAL SCHOOLS**

THE FOLLOWING IS THE SUPPLEMENTAL SALARY FOR THOSE INVOLVED IN ATHLETICS:

BASE SALARY \$32,980

- 1) COACHES WILL BE GIVEN UP TO 4 YEARS OF EXPERIENCE TO BE BASED ON THE BACHELOR'S COLUMN OF THE TEACHERS SALARY SCHEDULE (0,1,2,3 LEVELS)
- 2)
  - A. COACHES COMING INTO OUR SYSTEM WITH EXPERIENCE WILL BE PLACED ON THEIR APPROPRIATE LEVEL.
  - B. COACHES ALREADY IN THE SYSTEM WILL START WHERE THEY ARE.
  - C. YEARS AS AN ASSISTANT WILL NOT APPLY TOWARD A HEAD COACHING POSITION.
  - D. YEARS IN ONE SPORT WILL NOT APPLY TOWARDS ANOTHER SPORT.

**LEVEL I 15%**

ATHLETIC DIRECTOR  
HEAD FOOTBALL  
HEAD BOYS BASKETBALL  
HEAD GIRLS BASKETBALL

**LEVEL II 12%**

HEAD VOLLEYBALL  
HEAD TRACK  
HEAD BASEBALL  
HEAD SOFTBALL

**LEVEL III 10%**

ASST. H.S. FOOTBALL (3)  
VAR. ASST. BOYS BASKETBALL  
VAR. ASST. GIRLS BASKETBALL  
J.V. BOYS BASKETBALL  
J.V. GIRLS BASKETBALL

**LEVEL IV 8%**

FACULTY MANAGER / ASSOCIATE ATHLETIC DIRECTOR (2)  
J.V. VOLLEYBALL  
9TH GRADE FOOTBALL  
9TH GRADE BOYS BASKETBALL  
9TH GRADE BASEBALL  
J.V. BASEBALL  
CORSS COUNTRY  
ASST. TRACK (3)  
9TH GRADE VOLLEYBALL  
9TH GRADE GIRLS BASKETBALL  
J.V. SOFTBALL  
GOLF  
9TH GRADE SOFTBALL

**LEVEL V 7%**

JR. HIGH FOOTBALL (2)  
JR. HIGH VOLLEYBALL  
JR. HIGH BOYS BASKETBALL (2)  
JR. HIGH GIRLS BASKETBALL (2)  
JR. HIGH BASEBALL  
JR. HIGH TRACK  
JR. HIGH GIRLS SOFTBALL  
WEIGHT PROGRAM DIRECTOR

**LEVEL VI 4%**

HEAD CHEERLEADER ADVISOR - FOOTBALL  
HEAD CHEERLEADER ADVISOR - BASKETBALL

EXHIBIT C

SUPPLEMENTAL SALARIES FOR  
2014-2015  
PERRY LOCAL SCHOOLS

THE FOLLOWING IS THE SUPPLEMENTAL SALARY FOR THOSE INVOLVED IN ATHLETICS:

BASE SALARY \$33,310

- 1) COACHES WILL BE GIVEN UP TO 4 YEARS OF EXPERIENCE TO BE BASED ON THE BACHELOR'S COLUMN OF THE TEACHERS SALARY SCHEDULE (0,1,2,3 LEVELS)
- 2) A. COACHES COMING INTO OUR SYSTEM WITH EXPERIENCE WILL BE PLACED ON THEIR APPROPRIATE LEVEL.  
B. COACHES ALREADY IN THE SYSTEM WILL START WHERE THEY ARE.  
C. YEARS AS AN ASSISTANT WILL NOT APPLY TOWARD A HEAD COACHING POSITION.  
D. YEARS IN ONE SPORT WILL NOT APPLY TOWARDS ANOTHER SPORT.

**LEVEL I** 15%

ATHLETIC DIRECTOR  
HEAD FOOTBALL  
HEAD BOYS BASKETBALL  
HEAD GIRLS BASKETBALL

**LEVEL II** 12%

HEAD VOLLEYBALL  
HEAD TRACK  
HEAD BASEBALL  
HEAD SOFTBALL

**LEVEL III** 10%

ASST. H.S. FOOTBALL (3)  
VAR. ASST. BOYS BASKETBALL  
VAR. ASST. GIRLS BASKETBALL  
J.V. BOYS BASKETBALL  
J.V. GIRLS BASKETBALL

**LEVEL IV** 8%

FACULTY MANAGER / ASSOCIATE ATHLETIC DIRECTOR (2)  
J.V. VOLLEYBALL  
9TH GRADE FOOTBALL  
9TH GRADE BOYS BASKETBALL  
9TH GRADE BASEBALL  
J.V. BASEBALL  
CORSS COUNTRY  
ASST. TRACK (3)  
9TH GRADE VOLLEYBALL  
9TH GRADE GIRLS BASKETBALL  
J.V. SOFTBALL  
GOLF  
9TH GRADE SOFTBALL

**LEVEL V** 7%

JR. HIGH FOOTBALL (2)  
JR. HIGH VOLLEYBALL  
JR. HIGH BOYS BASKETBALL (2)  
JR. HIGH GIRLS BASKETBALL (2)  
JR. HIGH BASEBALL  
JR. HIGH TRACK  
JR. HIGH GIRLS SOFTBALL  
WEIGHT PROGRAM DIRECTOR

**LEVEL VI** 4%

HEAD CHEERLEADER ADVISOR - FOOTBALL  
HEAD CHEERLEADER ADVISOR - BASKETBALL

EXHIBIT D

## SUPPLEMENTAL CONTRACTS

The supplemental contract salary is for those contracts not included in the athletic salary schedule or paid 1/9 extended service basis. These supplemental contract salaries will be raised the same percentage as the base

Vocational Personnel - extended service to be limited to the length of time which is funded by the State Department of Education.

	<u>2013-2014</u>
A C Club Advisor	\$374
Academic/Scholastic Bowl Advisor	\$936
Art Club Advisor	\$380
Ass't H.S. Cheerleader Advisor - 9th Grade	\$859
Attendance Officer	\$1,989
Audio Visual Equipment Directors (K-8, 9-12)	each position \$380
Band Director - twenty days extended service	Daily Rate
Class Plays and Elementary Operetta	\$936
Color Guard / Auxiliary Position	\$1,136
Commodore Fleet Director	\$936
D.H. and L.D. Teacher	\$1,323
Elementary Academic Team Advisor (2)	each position \$936
Elementary Publications	\$2,028
Elementary Spelling Bee Advisor	\$374
Elementary Student Council Advisor	\$384
FHA Advisor	\$380
Freshman Class Advisor	\$310
Future Teachers of America Advisor	\$384
Greenhouse Advisor	\$439
Guidance counselor - twenty days extended service	Daily Rate
High School Student Council Advisor	\$384
Home Ec - ten days extended service	Daily Rate
Industrial Arts	\$3,425
Junior Class and Prom Advisor	\$946 no meal / \$1261 with meal
Junior High Academic Team Advisor (1)	\$936
Junior High Cheerleader Advisor - Basketball	\$712
Junior High Cheerleader Advisor - Football	\$569
Junior High National Honor Society Advisor	\$374
Junior High Student Council Advisor	\$384
Knothole Basketball	\$513
Musical Play Director (5% every other year)	\$1,620
Newspaper Advisor	\$1,091
Saturday School Monitor	\$22.11 / hour
Senior Class Advisor	\$461
Sophomore Class Advisor	\$310
Summer Driver Education Teacher	\$22.11 / hour
Technology Coordinators (2)	each position \$2,128
Yearbook Advisor	\$2,094
High School National Honor Society	\$936
Varsity P Club Advisor	\$936
Library - five days extended service	Daily Rate
Summer School Intervention Teacher(s)	\$22.11 / hour

EXHIBIT D

## SUPPLEMENTAL CONTRACTS

The supplemental contract salary is for those contracts not included in the athletic salary schedule or paid 1/9 extended service basis. These supplemental contract salaries will be raised the same percentage as the base

Vocational Personnel - extended service to be limited to the length of time which is funded by the State Department of Education.

	<u>2014-2015</u>
A C Club Advisor	\$377
Academic/Scholastic Bowl Advisor	\$945
Art Club Advisor	\$383
Ass't H.S. Cheerleader Advisor - 9th Grade	\$867
Attendance Officer	\$2,008
Audio Visual Equipment Directors (K-8, 9-12)	each position \$383
Band Director - twenty days extended service	Daily Rate
Class Plays and Elementary Operetta	\$945
Color Guard / Auxiliary Position	\$1,147
Commodore Fleet Director	\$945
D.H. and L.D. Teacher	\$1,337
Elementary Academic Team Advisor (2)	each position \$945
Elementary Publications	\$2,048
Elementary Spelling Bee Advisor	\$377
Elementary Student Council Advisor	\$388
FHA Advisor	\$383
Freshman Class Advisor	\$313
Future Teachers of America Advisor	\$388
Greenhouse Advisor	\$444
Guidance counselor - twenty days extended service	Daily Rate
High School Student Council Advisor	\$388
Home Ec - ten days extended service	Daily Rate
Industrial Arts	\$3,460
Junior Class and Prom Advisor	\$955 no meal / \$1274 with meal
Junior High Academic Team Advisor (1)	\$945
Junior High Cheerleader Advisor - Basketball	\$719
Junior High Cheerleader Advisor - Football	\$575
Junior High National Honor Society Advisor	\$377
Junior High Student Council Advisor	\$388
Knobhole Basketball	\$518
Musical Play Director (5% every other year)	\$1,636
Newspaper Advisor	\$1,102
Saturday School Monitor	\$22.33 / hour
Senior Class Advisor	\$465
Sophomore Class Advisor	\$313
Summer Driver Education Teacher	\$22.33 / hour
Technology Coordinators (2)	each position \$2,150
Yearbook Advisor	\$2,115
High School National Honor Society	\$945
Varsity P Club Advisor	\$945
Library - five days extended service	Daily Rate
Summer School Intervention Teacher(s)	\$22.33 / hour

**Health Insurance Rates and Board Paid Health Reimbursement Account (HRA) Effective 7/1/13 through 6/30/15**

	<b>M.D.H.P.</b>	<b>H.D.H.P.</b>
	These plans are adjustable annually upon an 8% or greater funding adjustment; with PAC feedback	
<b>Deductible:</b>	Out of Network \$750 single / \$1,500 family \$1,500 single / \$3,000 family	Out of Network \$2,500 single/ \$5,000 family \$5,000 single / \$10,000 family
<b>Coinsurance/Out of Pocket:</b>	75%/25% Up to \$2,500/\$5,000 Out of Network is 50%/50% combined with above limit	90%/10% Up to \$3,000/\$6,000 60%/40% Out of Network up to \$1,500/3,000; subject to Reasonable & Customary amount
<b>CoPays:</b>	<b>PCP</b> \$25 <b>Urgent</b> \$25 <b>Emergency</b> \$85 + % coinsurance <b>Specialist</b> \$45	No Medical Copays in Network  Out of Network subject to 60/40% coinsurance and out of pocket limit.
<b>Rx Copays:</b>	<b>Deductible:</b> \$100/individual; \$200/two persons; \$300/family <b>After deductible is met:</b> \$10 generic; \$25 formulary; \$40 brand name  (90 day supply only) <b>Mail</b> Generic: \$20 Formulary: \$40 Brand Name: \$60	After the High Deductible is met: \$10 generic; \$25 formulary; \$40 brand name  (90 day supply only) <b>Mail</b> Generic: \$20 Formulary: \$40 Brand Name: \$60
<b>Annual Maximum:</b>	\$3 mil	\$3 mil
<b>2013 Monthly Rates:</b> (Subject to change)	<u>Single / Family</u> \$580.32 / \$1,438.49	<u>Single / Family</u> \$515.97 / \$1,279.61
<b>Employee &amp; Employer Share /Board Paid HRA:</b>		
	<u>Single / Family</u> (15%) Employee: \$87.05 / \$215.77 HRA for 12 months: \$1,884 Additional HRA for 12 months: : \$500 / \$1,000	<u>Single / Family</u> (15%) Employee: \$77.40 / \$191.94 HRA for 12 months: \$1,884 Additional HRA for 12 months: : \$750 / \$1,500

<b>Dental Insurance:</b>	Premium:	\$88.29	per month
	Board Share: (98%)	\$86.52	per month
	Employee Share: (2%)	\$1.77	per month

## MEMORANDUM OF AGREEMENT

Made as of September \_\_, 2013, by and among the Perry Local School District Board of Education ("Board") and the Perry Education Association ("Association");

In consideration of the mutual agreement as set forth below, the Board of Education and the Association agree as follows:

1. Termination of Employer-Funded FSAs. The parties recognize that the flexible savings account identified in the parties' collective bargaining agreement and its addendum were terminated on December 31, 2012. These flexible savings account provisions were specifically superseded by the parties' October 2012 Memorandum of Agreement.

2. Health Reimbursement Account. The Board will provide a Health Reimbursement Account (HRA). The Board shall be the custodian of the HRA. Distribution of funds from the HRA shall be made by the Board for qualified medical and dental expenses pursuant to IRS Code 213(d).

3. Board Contributions to HRA.

(a) Between July 1, 2013 and June 30, 2015, for each eligible full-time employee (i.e., those currently receiving employer-funded HRA contributions, including those not receiving Board-provided health insurance), the Board will make contributions to an HRA account in the following amounts:

(1) For all eligible employees, \$160.00 per month.

(2) For employees who opt for the **Medium** deductible plan, an additional amount equal to \$41.66 per month for employees with single insurance, and \$83.33 per month for employees with family insurance.

(3) For employees who opt for the **High** deductible plan, an additional amount equal to \$62.50 per month for employees with single insurance, and \$125.00 per month for employees with family insurance.

(4) Contributions for part-time employees shall be prorated.

4. Terms and Conditions.

(a) Any money remaining in the account at the end of the insurance year (December 31 of each calendar year) shall revert to the general fund.

(b) The Board's third-party administrator may charge administrative fees for HRAs, such as a monthly fee per participating employee, which the Board has not previously incurred. The Board's HRA contributions in paragraph 3 of this Memorandum of Agreement will be reduced by the amount of these fees, which shall not exceed \$3.00/month per employee for each month of the insurance year. The parties' intent is that, in making HRA contributions, the Board shall incur no additional cost beyond what it incurred for FSA contributions.

5. Further Negotiations. The parties agree to further negotiate about the subject of this Memorandum of Agreement as part of negotiations for a successor agreement in spring 2015.

6. Relation to Collective Bargaining Agreement. Except as specifically superseded herein, the health insurance provisions of the collective bargaining agreement remains in full force and effect, and this Memorandum of Agreement shall not affect the interpretation of the agreement between the Board of Education and the Association and will not be used against either party as past practice or precedent.

7. Relation to R.C. Chapter 4117. The Association agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the actions to be taken pursuant to this Agreement.

PERRY EDUCATION ASSOCIATION

Bradley Carl Sporn

1/23/14  
Date

PERRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

William Shively  
Board of Education President

1-24-14  
Date

[Signature]  
Superintendent

1/23/14  
Date

Christine Cross  
Treasurer

1/23/14  
Date

MEMORANDUM OF UNDERSTANDING

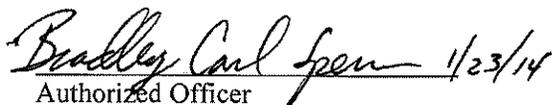
The Perry Education Association ("Association") and the Perry Local School District Board of Education ("Board"), for the mutual consideration contained herein, agree to the following terms of this Memorandum of Understanding ("Memorandum").

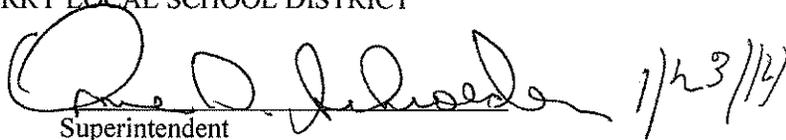
1. The Association hereby gives its written consent to the Board's Plan For Alternative Make-Up Of Calamity Days ("Blizzard Bag Plan"), which the Board adopted on June 25, 2013, as attached hereto and incorporated herein by reference. Association representatives have read the Blizzard Bag Plan, understand it, and consent to its terms.
2. The Association agrees to waive any right to file a grievance or unfair labor practice or to assert a claim in any other forum relating to the facts and events that gave rise to this Memorandum or the actions to be taken pursuant to this Memorandum.
3. The parties agree this Memorandum expressly supersedes any and all conflicting provisions of the collective bargaining agreement between the parties.

This Memorandum shall become effective immediately upon its execution.

PERRY EDUCATION ASSOCIATION

PERRY LOCAL SCHOOL DISTRICT

 1/23/14  
Authorized Officer

 1/23/14  
Superintendent

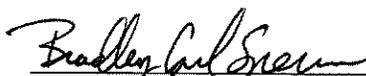
June \_\_, 2013

June \_\_, 2013

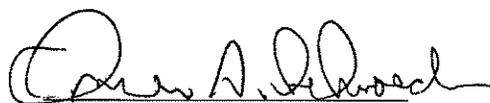
**MEMORANDUM OF UNDERSTANDING**

The Perry Local School District Board of Education (Board) and the Perry Education Association (PEA) agree to the following terms for establishing teacher evaluation procedures in addition to those in Board policy and defining comparable evaluations for Reductions in Force (RIFs):

1. A joint committee of two (2) teachers appointed by PEA and two (2) administrators appointed by the Superintendent shall meet twice by September 20, 2013 for the purpose of preparing recommendations to the parties on the two (2) issues identified in the preceding paragraph herein. Either party may caucus on request.
2. If the parties do not agree on consensus-based recommendations by the end of the second meeting, either party may contact its bargaining representative to resume dispute resolution under the terms of the PEA collective bargaining agreement.
3. If the parties agree on consensus-based recommendations, the committee will recommend a written Memorandum of Agreement for ratification by PEA and adoption by the Board of Education.

  
\_\_\_\_\_  
Perry Education Association

1/23/14  
Date

  
\_\_\_\_\_  
Perry Local School District

1/23/14  
Date

MEMORANDUM OF UNDERSTANDING

Made as of June \_\_\_\_, 2013, by and among the Perry Local School District Board of Education (“Board of Education”) and the Perry Education Association (“Association”);

WHEREAS the Ohio Department of Education has provided the School District with one (1) day of waiver for student attendance for the 2013-14 school year to allow the School District to conduct in-service for certified staff (“Waiver Day”);

WHEREAS all employees in the bargaining unit as identified in the collective bargaining agreement between the Association and the Board of Education (“employees”) are expected to work on all school days during the school year;

THEREFORE, in consideration of the mutual agreement as set forth below, the parties to this Agreement agree as follows:

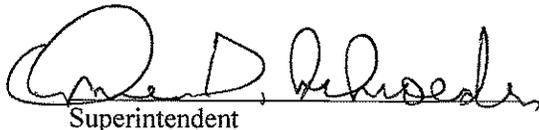
1. All employees are expected to work on the Waiver Day for their regularly scheduled hours of work unless those hours are changed by mutual agreement of the parties. All employees will report to their supervisors at the beginning of their work day to receive work assignments for that day. An employee may be absent on the Waiver Day only if that employee has taken a leave of absence in accordance with provisions of the collective bargaining agreement.
2. The Association agrees to waive any rights to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this agreement or the actions to be taken pursuant to this agreement.

PERRY EDUCATION ASSOCIATION

  
Authorized Officer

1/23/14  
Date

PERRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

  
Superintendent

1/23/14  
Date

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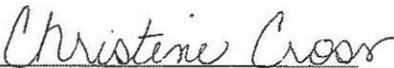
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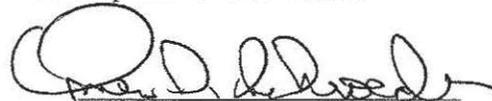
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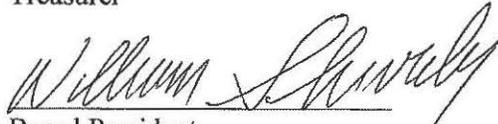
R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Perry Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the Perry Education Association, effective from July 1, 2013 through June 30, 2015.

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

  
Treasurer

  
Superintendent

  
Board President

January 29, 2014