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AGREEMENT

Between

PAULDING EXEMPTED VILLAGE BOARD OF EDUCATION

and

PAULDING EDUCATION ASSOCIATION

JULY 1, 2014 – JUNE 30, 2017

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ARTICLE I -- RECOGNITION AND DEFINITIONS

A. ASSOCIATION RECOGNITION

The Paulding Exempted Village Board of Education recognizes the Paulding Education Association OEA/NEA as the sole and exclusive representative for the purposes and exercise of such rights as defined and set forth in O.R.C. 4117 or as may be set forth in this Agreement for all employees in the bargaining unit as set forth in Section "B" herein.

B. BARGAINING UNIT DEFINITION

The bargaining unit will be defined as all certificated personnel employed by the Board of Education whether on leave, on per diem basis, or otherwise employed, or any other person performing or to perform any work normally performed by employees or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and substitutes), guidance counselors, school psychologist, librarians, school nurses, junior high athletic director, tutors, and individuals employed under extra curricular or supplemental contracts. The Superintendent, Assistant Superintendent, if any, principals, athletic director, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty (50) percent of their assigned time, confidential employees, management level employees, supervisors, casual substitutes, and seasonal and casual employees as determined by the State Employment Relations Board (hereinafter referred to as SERB) shall not be considered to be a part of the bargaining unit

No employee as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by Section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of Section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

C. DEFINITIONS

Board of Education - Paulding Exempted Village School District Board of Education

Board - Anyone designated to act on behalf of the Board of Education in a particular situation

Superintendent - Superintendent or designee

Association - Paulding Education Association OEA/NEA

Employee - A member of the bargaining unit

Day - A calendar day, unless otherwise specified

Casual Substitute - Those substitutes working for less than forty-five (45) consecutive school days, excluding calamity days and up to two days of absence for illness

ARTICLE II -- NEGOTIATIONS

A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Board shall enter into negotiations with the Association for the purpose of achieving a signed Agreement covering compensation, hours, terms, and other conditions of employment, the continuation, modification, or deletion of any existing provision of a collective bargaining agreement, other matters of concern of the Association or the Board.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals and make concessions with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association.

B. ACCESS TO INFORMATION

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise, relative to the operation of the school district.

Upon request of the Association, the Board and Superintendent agree to furnish in a reasonable period of time such other routinely prepared information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the employees. In addition, the Board and the administration will grant reasonable requests for any other pertinent information which may be relevant to negotiations.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the Association's position(s).

Personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

C. DIRECTED REQUESTS

The filing of the Notice to Negotiate to open negotiations shall be in writing and either be mailed or hand delivered to the receiving party. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent.

A representative of the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date and place for the initial negotiations session.

Unless the parties mutually agree otherwise, a date for the initial negotiations session shall be set within fifteen (15) weekdays (M-F) following receipt of a Notice to Negotiate by either party.

D. COMPOSITION OF NEGOTIATING TEAMS

The Association shall, without restriction, select those individuals who shall comprise the Association's negotiating team.

The Board shall, without restriction, select those individuals who shall comprise the Board's negotiating team.

Except by mutual agreement, the total number of representatives for each party will not exceed five (5).

E. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

The parties shall exchange issues or packages at the first actual bargaining session.

All negotiations shall be conducted in private session exclusively between said representatives.

F. CAUCUS

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

G. PROGRESS REPORTS

Upon approval of both parties, periodic progress reports may be issued to the general public. This provision shall not be construed to prohibit the communication of the status, nature or progress of negotiations to the membership of each of the parties.

H. AGREEMENT

1. As tentative agreement is reached on each item during the negotiating period, the Agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written Agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at its next regular or special meeting which shall be not more than thirty (30) days from the date of receipt of the ratified Agreement from the Association.

I. FINAL AGREEMENT

Upon approval by both the Association and the Board of Education, three (3) copies of the total Agreement shall be signed by the President of the Board of Education, the Superintendent, the Association president, and the Association negotiations chairperson. Both parties shall retain a signed copy of the final Agreement which shall be binding upon both parties. Within thirty (30) days of the execution of the final Agreement, the third copy will be submitted to SERB in fulfillment of its rules and regulations.

J. DISAGREEMENT

1. Mutually Agreed Alternate Dispute Resolution Procedure

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under O.R.C. 4117.14 (C)(2) through 4117.14 (D)(1) as provided for

under ORC 4117 (C)(1)(f) in the negotiations for a successor contract. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

2. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

3. Mediation

If agreement is not reached on matters being negotiated after thirty (30) days from the filing of the Notice to Negotiate, either party may declare an impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service (FMCS) shall be requested to appoint a mediator, and the selection shall be in accordance with FMCS rules.

In the event that the FMCS makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator. The cost of securing and utilizing a mediator, if any, shall be shared equally by the Board and the Association.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

4. Ultimate Impasse

The parties shall be deemed to be at an ultimate impasse (mediation has failed) if agreement has not been reached within thirty (30) calendar days of the initial mediation session, unless otherwise agreed.

ARTICLE III -- ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organization rights:

A. NON-DISCRIMINATION/NON-REPRISAL

The Board hereby agrees that every employee shall have the right to organize, join, and support the Association for the purpose of engaging in professional bargaining and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not discriminate against any member of the bargaining unit because of the exercise of any of their legal and constitutional rights; the Board will not discriminate against any employee by reason of his/her Association activities or professional membership, bargaining activities, or utilization of the grievance procedure.

There will be no reprisals or penalties of any kind taken against or levied upon any employee by reason of his/her membership in the Association or participation in any of its activities.

B. RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny any rights employees may have under the law or any other applicable rules or regulations, except as may be expressly set forth herein.

C. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings for official Association business without cost at reasonable times for meetings. Arrangements for general membership, building, or other large meetings will be made with the respective building principal. Any added costs over and above the normal operational costs of the building will be borne by the Association.

The Association building representative will have permission to use school equipment for official Association business when such equipment is not being used for classroom instruction or office work. Employees using such equipment must be competent in the operation of said equipment. No equipment shall be removed from the building in which it is located without the permission of the principal. Supplies used in connection with such equipment will be furnished by or paid for by the Association. Any such supplies expended as a result of such equipment use may be purchased from the Board at the same cost as incurred by the Board.

D. ASSOCIATION BUSINESS DURING SCHOOL HOURS

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities of an employee or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual employees so long as such visits will not interfere with the normal teaching duties of the employee to be contacted.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to do the following with respect to official Association business:

1. Place notices, circulars, and other material in all employees' mailboxes.
2. Use the inter-school mail and e-mail systems to distribute material of the type described above.
3. Use, in each building, a reasonable amount of space on existing employee bulletin boards.
4. Make brief announcements following the conclusion of building faculty meetings.

F. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the employee:

1. Association dues -- Employees may at any time until October 1st sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said employee gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

PEA Scholarship fund contributions will operate in the same manner, using a form to be agreed upon.

Such deduction shall be made in equal amounts, for all individuals so authorizing, beginning with the first paycheck in November and for the remaining paychecks for that school year payroll except for the third check of the month when it occurs. The Treasurer of the Board, on the date payroll checks are distributed, will wire transfer to the Association the amount of dues so deducted. In order to take advantage of this deposit the Association must keep an account at the same bank that the Board deposits its payroll into.

Within two (2) days of the receipt of written notification from any member of the bargaining unit to discontinue their authorization of payroll deduction for their Association dues, the Board Treasurer will forward the names of such individual(s) to the Association Treasurer.

2. FCPE (Fund for Children and Public Education) and PEA Scholarship fund contributions of not less than \$1.00 per payroll deduction. The Treasurer of the Board, on the date payroll checks are distributed, will wire transfer to the Association the amount for each deduction. In order to take advantage of this deposit the Association must keep an account at the same bank that the Board deposits its payroll into.

G. SCHOOL BOARD

1. Meeting Notice and Agenda -- The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first.

2. Association Participation -- A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the agenda by submitting a written request forty-eight (48) hours in advance of the meeting to the Superintendent.
3. Minutes and Other Public Documents -- At no cost to the Association, the president of the Association will be supplied with minutes, attachments, addenda, special reports, financial statements and similar documents used by the Board in the course of school operations. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.

H. ASSOCIATION LEAVE

Those employees elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay. No expense for such meetings, other than substitute service, shall be paid by the Board. No more than three (3) members of the bargaining unit may be absent from regular assignments at any one time.

I. INPUT INTO POLICY CHANGES

The Association will be afforded the opportunity to consult with the administration on any new modified, or board adopted educational policies that relate to the educational curriculum. The Association shall be given the opportunity to advise the Board with respect to such matters prior to their adoption and/or general publication.

J. ASSOCIATION PRESIDENT SCHEDULE

The Association President(s), or Designee, shall be permitted to leave the building during his/her preparation period for purposes of conducting Association business.

Subject to restrictions contained below, the Board agrees to schedule an additional conference period each day for the Association President. This conference period is for the purpose of conducting Association business and communicating with the administration regarding Association matters. This special conference period is subject to the restrictions contained in Article III, Section D of this Agreement.

The parties agree that the Board has the authority to do whatever is necessary to arrange the Association President's schedule to best accommodate this special planning period-including but not limited to increasing the number of students in study halls. If a grievance or unfair labor practice charge is filed against the Board regarding this special planning period, or if the Board receives a written complaint from an employee affected by this arrangement, the special planning period will be ended and the current President will revert to a normal schedule.

K. FAIR SHARE FEE

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the

pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Any substitute employed for sixty (60) consecutive days who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) 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 Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

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

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

L. SAFETY COMMITTEE

A district safety committee will be formed to promote a safe and healthy work environment. The committee will consist of representatives from the Paulding Education Association, the Ohio Association of Public School Employees Chapter 550, and the Administration.

The committee will be given the freedom to establish its own methods of operation including electing a chairman and setting the rules of attendance. It is preferable that a representative from each building for each employee group be appointed to the committee. This will allow for easy access by the employees in each building.

Meetings will be scheduled on a regular basis by the committee. The committee will be responsible to report health and safety issues to the Superintendent. The district will assist the committee in obtaining training materials and other resources. Every effort will be made to hold meetings during normal working hours.

M. CONSORTIUM INSURANCE ADVISORY COMMITTEE

The Board and the Association agree an advisory group named by the Association shall meet with the Superintendent and Treasurer prior to or immediately after each Insurance Consortium Board meeting. These advisory meetings shall be held when a full agenda has been established by the governing bodies.

The Advisory Committee shall provide input to the Superintendent and Treasurer concerning issues related to the consortium. The Superintendent and Treasurer shall keep the advisory members fully informed on all issues and business being conducted by the consortium's governing board.

A member of the Association shall be provided release time to attend the Consortium meetings as an observer to the proceedings. The attendance of the Association shall be subject to the approval of the governing board.

ARTICLE IV -- GRIEVANCE PROCEDURE

A. PURPOSES:

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

B. DEFINITIONS:

"Grievance" is defined as a claim that there has been a violation, misinterpretation or misapplication of:

1. a specific provision of this Agreement; or
2. established Board policy, rules, regulations, or practices.

The term "grievant" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or recognized federal holidays.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliates, legal counsel of the Association or its affiliates.

C. GENERAL PROVISIONS:

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

The Association may bring a grievance on behalf of an employee and all other employees similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all employees in the class. No employee shall be required to be a party in any class grievance. The Association may bring a grievance on behalf of itself.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any employee brings a grievance pursuant to O.R.C. 4117.03 (A)(5) and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

Unless the parties mutually agree otherwise, the president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement. However, if an issue or a portion of an issue is not dealt with by this Agreement, that issue or portion of an issue may be raised with the appropriate government agency, regulatory body, or court of law.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance arises from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any employee as a result of participation in any grievance or in any grievance proceeding.

The Board and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the arbitration hearing require that an employee and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits. Should the investigation and/or processing of any grievance require that an employee and/or an Association representative be released from his regular assignment, he may be released without loss of pay or benefits if there is mutual consent between the parties.

Arbitration hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Arbitration hearings shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether to proceed to the next step in the process. If the Association chooses not to

pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, regardless of who originally filed the grievance.

If a request to carry the grievance from one step to another is not timely filed, the grievance shall be dismissed.

A grievance may be withdrawn at any level without record, but once it is withdrawn it cannot be refiled.

D. INFORMAL PROCEDURE:

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

E. FORMAL PROCEDURES:

STEP I

No later than forty-five (45) days after the grievant knew or should have known about the occurrence of the alleged violations giving rise to the grievance, the grievant may, through the Association, submit to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. Said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within ten (10) days of receipt of the grievance form, said administrator shall meet with the grievant and his/her Association representative, in an effort to resolve the grievance. Within ten (10) days after such meeting, the administrator shall indicate his disposition of the grievance in writing, and forward a copy to the grievant and the Association. If such disposition is not timely filed, the grievance will be automatically advanced to the next step upon completion of the requisite form.

STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the grievant, through the Association and after due consideration and agreement by the Association, or the Association may initiate Step II by completing a written grievance Report Form STEP II and submitting it to the Superintendent within ten (10) days of the receipt of the administrator's written response/disposition from STEP I. Within ten (10) days after the receipt of the completed form, the Superintendent shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within ten (10) days of such meeting, the Superintendent shall indicate his disposition of the grievance in writing, and forward a copy to the grievant and the Association. If such disposition is not timely filed, the grievance will be automatically advanced to the next step upon completion of the requisite form.

STEP III – FMCS Mediation

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the grievant, through the Association and after due consideration and agreement by the Association, may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board of Education by filing a copy with the Superintendent within ten (10) days of the receipt of the Superintendent's written response/disposition from STEP II. Within five (5) days of

the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be conducted in accordance with FMCS rules and regulations.

STEP IV - Arbitration

All grievances submitted to the arbitration procedures herein shall be limited to alleged violations, misinterpretations or misapplication of specific provisions of this Agreement. Grievances over alleged violations, misinterpretation or misapplication of established Board policy, rules, regulation or practices shall not be permitted to be advanced to the arbitration provisions herein.

If the grievant is not satisfied with the disposition of the grievance by the Board, the grievant, through the Association and after due consideration and agreement by the Association, or the Association may submit the grievance to an impartial arbitrator by filing a notice of intent to advance to arbitration with the Treasurer of the Board and the Superintendent within ten (10) days of the receipt of the written response disposition from STEP III. The demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association (AAA) in accordance with its rules, except that either party has the right to ask for a second and/or third list of arbitrators. Under no circumstances will AAA appoint an arbitrator of its own choosing. If the parties do not successfully choose an arbitrator through the above-referenced process, the parties will be provided a fourth list of seven (7) arbitrators, and will choose an arbitrator from that list using the alternate strike method. The AAA rules for voluntary labor arbitration shall govern the arbitration proceeding. Upon mutual agreement, the parties may choose to use the AAA rules for expedited labor arbitration in any particular case. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. Claims of violation of law shall be submitted to a court of competent jurisdiction.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In this decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing. If the parties mutually agree, they can submit the arbitrability issues on briefs prior to the hearing, and request a ruling before the hearing is convened.

The arbitrator will render the decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. The decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the AAA services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other

representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE V -- EMPLOYMENT PRACTICES

A. SENIORITY

SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position exclusive of substitute or other prior non-continuous service. Substitute and non-continuous service may be used as a tie breaker as noted below.

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status including but not necessarily limited to sick leave, personal leave, professional leave, or any other leave of absence where the employee continues to receive his/her regular pay and, for all time when the affected employee is receiving workers' compensation.

Time spent on inactive pay status, including but not necessarily limited to all time on unpaid Board approved leave of absence, military leave, all time on disability retirement to a maximum of five (5) years and all time during suspension if the employee is reinstated or suspension of a contract due to RIF shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the full-time standard.

The full-time standard shall be defined as the regular hours set forth in the Work Day provision of this Agreement and the regular teacher full school year as set forth by the school calendar.

Part-time employees shall accrue seniority pro-rated against the full-time standard as set forth above.

No employee shall accrue more than one (1) year of seniority in any work year.

EQUAL SENIORITY

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method:

1. The employee who has the greatest number of accumulated days of substitute, full-time or part-time service in the district not previously counted as continuous employment, and then;
2. The employee hired first as determined by the date of the Board meeting at which the action occurred.
3. If a tie still remains:

By lottery, with the most senior being designated as the employee whose name is drawn first. This procedure shall be carried out by the Association within five (5) days of the Superintendent's request with the results reported in writing to the Superintendent.

REDUCTION IN FORCE SENIORITY

For reduction in force purposes only, employees employed under a continuing contract shall have greater seniority than employees employed under a limited contract. (See Reduction in Force provisions herein.)

LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; non-renewed, or otherwise leaves the employment of the Board.

POSTING OF SENIORITY LIST

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be prepared and/or updated annually within a reasonable period of time following the opening of the school year. The Board will prepare and/or update a seniority list indicating, by area of certification, the date of Board resolution to hire, the contract status (limited or continuing) of each employee and their current assignment.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

B. ASSIGNMENT

Prior to the end of each school year, each principal will meet with each employee to discuss proposed assignments for the next school year, if any changes are being considered.

If a change in assignment is made, written notice will be authorized by the Superintendent and will be given to all affected individuals prior to July 15 of the school year. Such notice will include the following:

1. Subject(s) and/or Grade(s) to be taught;
2. Estimated number of pupil contact periods and/or preparations per day (wherever applicable) and the estimated number of pupils per period (for secondary assignments or specialists) or;
3. The estimated number of pupils per day (for primary/elementary or self contained assignments).

Should any change in assignment be required after the above assignment notification has been given, the Superintendent in consultation with any such affected employee(s) shall make every attempt to work out any such changes to the mutual satisfaction of the affected employees.

C. TRANSFERS AND VACANCIES

1. Definitions

- a. A "vacancy" shall be defined as a newly created position or an existing position that the Board intends to fill.
- b. "Voluntary transfer" shall be defined as any transfer where an employee(s) has made application for or has agreed to such transfer.

2. Vacancy Posting Application

a. Vacancies Arising at End of the School Year

This section applies when a teacher leaves (regardless of when notification occurs) the district, after the last day of a school year and prior to July 10th, and the Board intends to fill the position. See Section H. Reduction in Force, Subsection 8, for priority of recall rights over bidding in this section.

- 1) The vacancy will be posted no later than February 28 or within five weekdays excluding holidays after the Board determines it intends to fill the position, whichever is later. The decision to fill the position may happen before Board action occurs. The vacancy will be posted via e-mail for five weekdays excluding holidays. Interested employees shall apply in writing to the Superintendent no later than 4:00 p.m. of the fifth day following the posting. Any succeeding vacancies will be posted and filled using the same process.
- 2) The e-mail posting prepared by the Superintendent shall include the following:
 - a) Position(s) available.
 - b) Deadline for submission of applications.
 - c) Any additional pertinent information.

b. Vacancies Arising Between July 10th and the Last Day of the First Semester

This section applies when a teacher leaves (regardless of when notification occurs) the district, after July 10th and on or before the last day of the first semester, and the Board intends to fill the position.

- 1) The vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be as set forth in Appendix P of this Agreement. However, the vacancy will not be filled on an interim basis if there is an individual on the recall list who meets the following conditions: the unit member had certification other than temporary, PRT, or alternative educator license, as well as a last formal evaluation of the second highest or highest teacher performance rating. If the position is filled with an interim, the vacancy will be posted for the following school year in accordance with 2.a. and 2.a.1.

- c. Vacancies arising after the last day of the first semester of the school year and on or before the last day of the school year.

This section applies when a teacher leaves (regardless of when notification occurs) the district, after the last day of the first semester and on or before the last day of the school year, and the Board intends to fill the position.

- 1) The Board may use a substitute teacher(s) through the last day of the school year. If the position is filled with a substitute teacher(s), the vacancy will be posted for the following school year in accordance with 2.a. and 2.a.1.

3. General Provisions

- a. If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.
- b. Upon request, the Board shall make known its decision, in writing, as to which applicant has been selected to fill a posted position.
- c. The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall be in effect until selection procedures are completed.
- d. Administration decisions will be communicated to applicants for vacancies within fifteen (15) weekdays after the closing date of the application period for each position.
- e. If possible, decisions about the removal, addition or changes of positions due to grade level enrollment changes will be made by March 1, excluding kindergarten positions, and written notification will be provided to the PEA president.
- f. Participation in extracurricular activities changes from season to season and from year to year depending upon various factors. Because of this, it is recognized that in any one season some positions may not be filled. Depending upon student interest and enrollment, current extracurricular positions may be split or combined. Should additional positions or combinations be deemed necessary by the Board of Education, such positions may be created and filled subject to future negotiations.
- g. Employees holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give notice otherwise. In the event that it is the Board's intention not to award the supplemental contract to the same individual, that unit member will be notified according to the following schedule:

Fall sports – March 1
Winter sports – May 1
Spring sports – October 1
Non-seasonal activities – June 1

4. Involuntary Transfers

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfer of an employee will occur only when there is no qualified voluntary applicant unless the Superintendent can justify a clear and compelling reason for an involuntary transfer. Within the grade level or subject matter affected, the Superintendent shall, unless justified by a clear and compelling reason, initiate involuntary transfer in inverse order of system-wide seniority. The first step is for the Board to decide what grade level or subject matter an employee is to be transferred from. The second step is to determine which employee within that grade level or subject matter has the least system-wide seniority, and that employee is the one to be transferred.

Any employee subject to involuntary transfer/reassignment may choose to resign without prejudice and will be held harmless of O.R.C. 3319.15. Further, the Board will, upon request or inquiry, give a recommendation which is unbiased by the resignation.

D. EVALUATION PROCEDURE

The provisions herein for evaluation of employees shall supersede and take the place of the evaluation requirements of the Ohio Revised Code, including O.R.C. 3319.111.

1. Purposes

A competent staff is the essential element of a good, effective educational system. So it is that personnel evaluation should be a positive and objective process oriented toward professional growth. It is imperative to remember that the purpose of evaluation is not to prove incompetence, but to improve and enlarge the scope of professional skills of the professional employee and to improve the working relationships between the instructional and administrative staffs, thus providing an ever growing, ever improving educational system from which students will benefit.

The purpose of the evaluation procedure is also to provide a definite written record of an employee's work performance to be used:

- a. As evidence of a work performance;
- b. For consideration of advancement of position or the award of continued employment, and decisions concerning retention of staff;
- c. As reference material (for recommendation to other school systems or employers);
- d. As reference for the improvement of instruction.

2. Evaluation Information to be Provided to Employees

Credentialed Evaluators will communicate all aspects of the evaluation process not later than September 15th of each year, or in the case of the new teacher, not later than fifteen (15) days after initial employment with the District, and any updates or changes to the process when they occur.

3. Definition of Terms

- a. Formal Observation: A formal classroom or work assignment visitation not less than thirty (30) minutes in duration in which the evaluator observes the employee in the process of classroom instruction and/or supervision or otherwise in the performance of their assigned duties.

- b. Walkthrough: A walkthrough shall be used for collection of evidence for the evaluation process that focuses on one or more of the following components:
 - i. Evidence of planning;
 - ii. Lesson delivery;
 - iii. Differentiation;
 - iv. Resources;
 - v. Classroom environment
 - vi. Student engagement; and,
 - vii. Assessment.

If one of these items is not observed, it will not be held against the teacher.

- c. Evaluation Report: A written compilation of data and conclusions drawn from the formal observation, walk throughs, and evidence obtained by the evaluator and evidence submitted by the teacher.
- d. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that complies with sections 3319.111 and 3319.112 of the Ohio Revised Code.
- e. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- f. Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent. (These percentages are subject to change pending any mandated changes by the legislature and the State Board of Education.
- g. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on formal observations and walkthroughs that are performed by a credentialed evaluator and other evidence gathered that address the components of the Evaluation Rubric. Teacher performance results are reported as a teacher performance rating that may be coded from "1" indicating lowest performance to "4" indicating highest performance.
- h. Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported by ODE, vendors, and teachers. Local measures will be examined by a Student Growth Committee for the sole purpose of approving the SGM/SLO form. (The SGM/SLO Approval Form is located in Appendix M of this agreement.)
- i. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher

performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. (These percentages are subject to change pending any mandated changes by the legislature and the State Board of Education.)

- j. Evaluation Instrument: The process and forms used by the teacher's evaluator. The evaluation tools are located in Appendices G-M of this agreement.
- k. Student Learning Objective (SLO): An academic growth target and form that a teacher sets and completes at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon data gathered at the beginning of the course. The SGM/SLO form is located in Appendix M of this agreement.
- l. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE summative teacher evaluation ratings.
- m. Poorly Performing Teacher: A teacher who is assigned a teacher performance rating of ineffective for two (2) consecutive years. This provision shall not prohibit the Board of Education for initiating a non-renewal of a teacher who does not meet the foregoing definition of "poorly" performing teacher."
- n. Immediate Supervisors: An immediate supervisor shall be employed by the district as one of the following: Superintendent, Principal/Assistant Principal, Curriculum Coordinator, Director of Special Education, Director Early Learning, or Dean of Students. They shall also have successfully completed state-mandated evaluator credentialing training and passed a credentialing assessment.

4. Criteria and Standards for Conducting Evaluations

- a. All monitoring or formal observation of the work performance of an employee shall be conducted openly and with full knowledge of the affected employee. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring the work performance of an employee shall be strictly prohibited for observational purposes.
- b. The evaluation criteria shall be those set forth in the Evaluation Rubric based on the Ohio standards for the teaching profession.
- c. Teacher performance shall be calculated as follows: 50% from the Evaluation rubric. Teachers may choose to supplement this rating with the Evidence portfolio. Any other evidence the teacher feels is relevant may also be presented.
- d. The Evaluation Rubric is located in Appendix I of this agreement.
- e. No teacher will be required to sign a blank or incomplete form.
- f. Teachers will create at least two (2) Student Growth Measures or SLO's when applicable. The two (2) SMG/SLO's will consist of:
 - i. Whole class – PK-12 by grade level or department, if applicable

- ii. Specific Sub Group – May be done by individual teacher
 - iii. Special Education Teachers with fewer than six (6) students on a case load can choose to create at least 2 SGMs using an alternative method agreed upon by the Administration and the Association.
- g. SGM value added scores shall be prorated proportionate to the value added class schedule of a teacher.
 - h. A student who has 45 or more excused or unexcused absences for the school year will not be included in the determination of student growth measures.
 - i. The evaluation forms as stated in this Article as well as the aforementioned procedures shall be changed only by mutual consent of the Board and PEA stated in writing. Any changes must be ratified by both parties.
 - j. Student growth measures will not be used to compare evaluations or for purposes of non-renewal, termination, or reduction in force unless the teacher has a full three years of student assessments documented for the grade level and subject taught.
 - k. A professional growth plan is required per evaluation cycle when a teacher receives a student growth measure of most effective. Teachers with above average, or average ratings will develop a professional growth plan collaboratively with the credentialed evaluator. Improvement plans will be required for ineffective ratings for teacher performance section and/or approaching average or least effective on the student growth measure section.

5. Walkthroughs

- a. Walkthroughs may be included as part of the data/information gathering process.
- b. The walkthrough shall be at least two (2) minutes, but not more than eight (8) consecutive minutes in duration.
- c. The teacher shall be provided a copy of the walkthrough form, no later than the work day after the walkthrough.
- d. No more than four (4) walkthroughs shall be conducted each year.
- e. Additional walkthroughs can be requested by a teacher in addition to employer initiated walkthroughs but will not be completed until after the completion of one (1) full walkthrough cycle.
- f. Recommendations and resources to remediate deficiencies shall be given.
- g. An in-person conference, if requested by the teacher, shall occur no later than two (2) work days following the walkthrough relative to the identified focus, and any deficiencies noted.
- h. No walkthrough may become a part of the evaluation unless the evaluator has notified the affected employee of the walkthrough results prior to the evaluation report.
- i. The walkthrough form is located in Appendix G of this agreement.

6. Formal Observations (General Information)

- a. Formal observations will be conducted only on days when normal procedures can reasonably be expected unless by mutual agreement. Thus, employees will not be observed for the purpose of a formal observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development released-time days, delay days, or on the first or last day of marking period.
- b. A teacher may request a formal observation at any time in addition to those required by this procedure but will not be completed until after the completion of one (1) full observation cycle.
- c. Employees shall be given a copy of any class visit, observation, or evaluation report prepared by the credentialed evaluator.
- d. No observation shall last less than 30 minutes or more than 45 minutes for single class period. Those that teach a double or blocked period may request beyond 45 minutes.
- e. Each of the two (2) or three (3) observations will include a pre-observation in-person conference as well as a post-observation in-person conference.

7. Conferences for Formal Observations of Employees

- a. The first formal observation for employees shall be preceded by a conference between the credentialed evaluator and the employee for the purpose of (1) providing the credentialed evaluator the opportunity to provide the employee with full explanation of the observation process, and (2) providing the employee the opportunity to give the credentialed evaluator an explanation of his/her plans and objectives for that class/work assignment.
- b. All conference forms are located in Appendix H.

8. Timelines for Evaluation of Employees Not Under Consideration for Nonrenewal

- a. Every teacher will be evaluated once per year with the exception of "b" and "c" below. The formal observations for the formative assessment will occur twice each year for every teacher.
- b. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct one (1) formal observation of the teacher and hold one (1) conference with the teacher. The observation shall be informative in nature and not become part of any evidence collected for a subsequent evaluation.

Special Education teachers with fewer than six (6) students on a case load that do not choose to use an SGM will be evaluated every year.

- c. A teacher who has received the rating of Accomplished and the teacher's student academic growth measured from which data is available is average or higher as determined by the ODE shall be evaluated every three (3) years, except when issues arise putting them under consideration for nonrenewal. Teachers may volunteer to be

evaluated in the 2014-2015 or 2015-2016 school year as the first (1st) year in their three (3) year evaluation cycle. One (1) formal observation and at least one (1) conference will occur annually if the teacher is not being evaluated.

A teacher who has received the rating of Skilled and the teacher's student academic growth measured from which data is available is average or higher as determined by ODE, may be evaluated every two (2) years. One (1) formal observation and at least one (1) conference will occur annually if the teacher is not being evaluated. Teachers with a Skilled rating will be given written notification on or before September 30 if the teacher will be required to undergo a full evaluation. If a decision is made to evaluate the teacher based on the prior year's evaluation, then the teacher will be notified on or before the last day of school.

- d. The formal observation process will begin no earlier than 15 days after the start of school and the second formal observation shall be at least four (4) weeks following the first observation.
- e. All evaluations will be complete by May 1 and shall be reported by May 10 to the staff being evaluated as required by law.
- f. Teacher evaluation may not occur for a teacher who: (1) was on leave for fifty (50) percent or more of the school year, as determined by the Board; (2) has submitted notice of retirement, which has been accepted by the Board, on or before December 1 of the school year.

9. Timelines for Evaluation of Employees Who Are Under Consideration for Non-Renewal

- a. Three (3) formal observations the year while under consideration for nonrenewal.
- b. The additional observation shall be at least four (4) weeks following the second observation.
- c. The third observation shall include a pre-conference and a post-conference as well as an observation of the work assignment and/or classroom in order to observe a reasonable sample of the work performed for the complete development of a lesson.
- d. In the event a third observation is deemed necessary for nonrenewal, another written report shall be completed within ten (10) work days following the third observation, designating all improvements and continued deficiencies if any. This timeline will be extended in unforeseen, sudden or extreme circumstances.

10. Evaluation Report and Conference

- a. All formal observations shall be followed within ten (10) school days by an in-person conference between the credentialed evaluator and the employee in order to discuss the performance appraised and to discuss any questions arising from the observation. This timeline will be extended in, unforeseen, sudden or extreme circumstances.
- b. The credentialed evaluator shall complete the required forms, which will include all observations and evidence which will acknowledge the strengths, as well as the deficiencies, if any, and shall note all data used in support of conclusions made by the evaluator.

- c. The credentialed evaluator involved in the evaluation shall assist the teacher by providing specific suggestions for improvement. If the recommendations included in the evaluation are not clear to the teacher, the teacher shall request, in writing, clarification from the credentialed evaluator. In turn the credentialed evaluator shall respond, in writing to the request for clarification.
- d. The report will acknowledge any circumstances which may adversely affect the employee's performance including by way of example but not necessarily limited to class size, special learning disability students, or abnormal physical facilities and/or supply and personnel shortages. This information will be provided by the teacher by May 1st.
- e. All noted deficiencies shall be supported by data and/or with specific, written comments pertaining to direct observations by the evaluating supervisor or supportable data. Professional judgment by the evaluating administrator of the affected staff shall be made based on observable or measurable outcomes of the teaching/learning process.
- f. At least one (1) work day prior to the post conference that will occur within ten (10) work days of the observation employees shall be given a copy of the completed Evaluation rubric prepared by their credentialed evaluator, which they shall examine and will then sign all copies of said documents. Signing such documents acknowledges only that the employee has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Copies of the evaluation rubrics and summative form will be given to the affected employee. Any comment or rebuttal the employee may wish to make shall be reduced to writing and will become part of the report. Such portions of the evaluation in dispute that cannot be substantiated shall be deleted. The substance of the evaluation report is not subject to the grievance procedures.

11. Framework for Improvement of Recorded Deficiencies

- a. Each observation in which the teacher is rated "ineffective" overall for the teacher performance dimension must be accompanied by a written improvement plan, as negotiated in appendix and the means by which to improve. Improvement plans shall be mutually developed by the teacher and the credentialed evaluator. If a teacher meets the requirements of the improvement plan, then the plan is removed.
- b. Any teacher who receives ineffective ratings for teacher performance section and/or approaching average or least effective on the student growth measure section will be required to have the attached written improvement plan. (See Appendix K) Improvement plans shall be mutually developed by the teacher and the credentialed evaluator, who will approve the improvement plan.
- c. If deficiencies are noted for the first time on teacher performance after the second observation, the improvement plan shall be in effect at least for the rest of the school year. If the teacher's contract is renewed (or is a multi-year contract that continues beyond the end of the school year), the improvement plan will continue in effect until the first observation of the following school year, subject to modification based on deficiencies and/or improvement noted in the first observation of the following school year. However, this provision shall not prohibit the Board of Education from initiating a non-renewal in the event deficiencies are noted for the first time after the second

observation and prior to the renewal determination which must be made no later than June 1.

The board will allocate resources to aide in the success of teachers placed on an improvement plan.

12. Due Process

- a. In the event that an arbitrator finds any violation of either procedural or substantive due process, evaluation procedures set forth in the Agreement, the affected employee shall be re-employed under another appropriate limited contract, if the employee is not eligible for a continuing contract, or a continuing contract, if eligible.
- b. In order for an employee to be eligible for the remedy listed in this section, the Superintendent must have been notified of the alleged violation in writing within forty-five (45) working days of when the employee discovered or reasonably should have discovered the alleged violation, and the Board must have been given a reasonable opportunity to rectify the alleged violation.

13. Evaluators

- a. In the event a teacher with "approaching average" and "least effective" rating for student growth performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor each year.
- b. Teachers with "most effective" rating for student growth will be evaluated by their assigned evaluator(s) unless they notify the superintendent in writing on or before September 1 that they wish to choose their credentialed evaluator for the evaluation cycle. If they provide this notice, they will be permitted to choose from a list of at least three (3) alternative evaluators.

Teachers with "average" and "above average" ratings for student growth will have input on their credentialed evaluator(s) for the evaluation cycle.

Teachers with "approaching average" and "least effective" rating for student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle.

- c. The evaluator shall not be a bargaining unit member. The supervisor must be employed by the district, not solely for the purpose of evaluating, holding the appropriate certificate/license and must be credentialed as stated in Ohio law.
- d. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

14. Core Subject Testing

- a. Each year, beginning with the 2015-2016 school year, the district shall require each classroom teacher who is currently teaching in a core subject area and has received a rating of ineffective on the evaluations conducted under section 3319.111 of the

Revised Code for two (2) of the three (3) most recent school years to register for and take all written examinations of content knowledge selected by the department of education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned.

If a teacher who takes an examination passes that examination and provides proof of that passage to the teacher's employer, the employer shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under section 3319.111 of the Revised Code. The receipt by the teacher of a rating of ineffective on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

If a teacher who takes an examination passes that examination and provides proof of that passage to the teacher's employer, the teacher shall not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination under this section.

15. Student Growth Measure Committee (SGM/SLO Committee)

- a. An SGM/SLO committee will be developed for the sole purpose of approving the SGM/SLO form.
- b. The SGM/SLO committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

The committee shall consist of two (2) association members per building, to be voted on by the association, four (4) building principals, Curriculum Coordinator, and Director of Special Education/Preschool. It is required that all seats be filled. In addition to the previous seats, the PEA president or designee as well as the Superintendent or designee will take part in the committee.

- c. The members shall be representative of the elementary schools, the middle school, the high school, and specialty areas within the District.
- d. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- e. Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, requests that the Association removes him/her from the committee, or is no longer able to serve on the committee due to unforeseen circumstances.
- f. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- g. The committee will establish by mutual agreement a meeting calendar.
- h. Committee agendas will be developed jointly by the co-chairpersons of the committee.

- i. The co-chairs shall establish ground rules at prior to the initial meeting and update them thereafter as needed.
- j. All decisions of the committee will be achieved by consensus.
- k. The committee will develop a timeline by which teachers will turn in SGMs/SLOs and the timeframe the committee will return said SGM/SLO.
- l. In the case that the committee returns an element of a SGM/SLO for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- m. Association committee members will be paid the hourly rate of (BA "0" rate divided by 183 divided by 6.75) the LPDC rate for each hour he/she attends committee meetings outside of the contractual work day.

E. PARENTAL COMPLAINTS

Parental/citizen complaints or threats, which in the judgment of the administrator are thought to be serious/valid, shall be brought to the attention of the employee against whom they are lodged no more than three (3) school days after they are brought to the attention of the administration. Any such employee will be given the opportunity to respond and/or rebut the substance of any such complaint.

F. ACADEMIC FREEDOM

- a. It is the obligation of both parties to provide and to promote quality education for all children. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for employees is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Academic freedom shall be guaranteed to all employees. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each employee must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.
- b. Employees are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

G. PROFESSIONAL PERSONNEL RECORDS

A personnel file for all employees shall be maintained in the office of the Board. While other personnel files may be maintained by the building principals, the files maintained in the office of the Board shall be considered the only official file or recorded information of employees maintained by the Board and administration. Employees shall have access to their personnel file upon request and may receive, at Board expense, a copy of any documents contained therein. Requests of employees to have access to their personnel files shall be handled by the Superintendent.

All materials placed in the personnel file of the employee shall include the date the item was placed in the file.

An employee shall be notified of the intent of the administration to place in his/her file (including personnel files maintained by any building principal or at any location outside of the Board office) any material which may be considered critical or complimentary of the conduct, performance, character or personality of the employee. Said employee shall be provided the opportunity to read any such material prior to its being placed in such personnel file. The employee shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Signature of an employee shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. The employee will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in the file (including any personnel files maintained by the building principal or at any location outside the Board office).

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the employee on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

The employee shall have the opportunity to reply to any critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who shall affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature shall not indicate agreement by the principal with the content of the reply.

Employees shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

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

An employee may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the employee at the option of the employee may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

Information in the personnel file may be removed upon mutual agreement of the employee and the administrator making the entry or the Superintendent.

The employee may submit letters of merit which shall be placed in their file.

H. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position.

Attrition¹

To the extent possible, the number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of: 1.) decreased enrollment of pupils during the term of this Agreement, 2.) return to duty of regular employees after leaves of absence, 3.) by reason of suspension of schools, 4.) territorial changes affecting the district or, 5.) financial reasons, the Board of Education decides that it will be necessary to reduce the number of employees by layoff, it may make a reasonable reduction in accordance with the provisions below.

Suspension

If reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of contracts. Suspension of employee contracts pursuant to the provisions below for purposes of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year. Employees whose limited contract is due to expire in the year a layoff is to take place will have their contract renewed prior to it being suspended by the RIF. This does not require the renewal of a contract which would be nonrenewed notwithstanding the RIF. Those contracts to be suspended will be selected as follows:

Least Senior Reduced and Displacement

An employee affected by an eliminated position may elect to displace any less senior employee or portion of that employee's assignment for any other area of certification for which the more senior employee is also certificated. However, an employee may only displace someone with a same or lower evaluation teacher performance rating as determined by formal evaluations. Where such displacement results in the partial layoff of more than one employee, employees will be subjected to the layoff process stated below.

Affected employees electing such displacement shall notify the Superintendent, in writing, of his/her election within ten (10) days of the receipt of notification of contract suspension.

Notification of Anticipated Reduction in Force

If the Board determines a RIF may occur, the Board shall notify the Association in writing, no later than May 1, of that fact with a potential list of affected positions.

¹ It is understood that the Board is not obligated to follow the layoff and recall procedures of this Article in the case of attrition.

Within two (2) days following the May Board of Education meeting, the Board shall develop and provide the Association with a RIF list of specific affected employees with the reasons for the proposed action.

Within ten (10) days of receipt of the second notification, the Board will, if requested to do so, enter into negotiations with Association regarding in need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

Reduction Procedure

If the Board is contemplating the layoff of any teacher, such notice will be in writing.

The Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

- a. The order of reduction in each certification/licensure area shall be as follows in order of priority:
 - I. First: members holding limited contracts based on:
Licensure/Certifications (i.e. temporary certification, PRT, etc.)
Evaluation teacher performance rating as determined by formal evaluations
When evaluations are comparable, by lowest seniority in the District
 - II. Second: members holding continuing contracts based on:
Licensure/Certifications (i.e. temporary certification, PRT, etc.)
Evaluation teacher performance rating as determined by formal evaluations
When evaluations are comparable, by lowest seniority in the District
- b. Evaluation teacher performance rating as determined by formal evaluation will be based solely on the performance component of the teacher evaluation system and "comparable evaluation" shall be measured based solely on the performance component of the teacher evaluation system. The ratings within each individual category are considered comparable only within the same category. (e.g. skilled are comparable only to skilled; developing are comparable only to developing, etc.)

Limitations

The Board shall not contract out, sublet or otherwise permit any work previously performed by employee(s) in the bargaining unit to individuals or entities who are not members of the bargaining unit or who will not become members of the bargaining unit by virtue of employment by the Board except where mutually agreed upon by the parties after due notice and consultation with the Association.

Employees whose contracts are suspended under the terms of this section are to be considered as being reduced in force and still on a recall list.

So long as any employee remains on layoff status, no current non-bargaining unit employee, substitute or new employee shall be assigned to fill a bargaining unit position for which the laid-off employee is certified or otherwise qualified unless the employee on layoff declines the offer to fill the vacancy. Recall rights will take priority over vacancy and bidding procedures if a bargaining unit member meeting the following conditions is on layoff status: the unit member had certification other than temporary, PRT, or alternative educator license, as well as a last formal evaluation of the second highest or highest teacher performance rating. Should a vacancy still exist after internal bidding procedures, the vacancy shall return to the recall list.

The above section shall not diminish or void any right or privileges provided employees in any state or federal law except as expressly and specifically set forth herein.

Employee Rights While on Reduction

Employees on layoff will have the following rights:

Employee(s) on layoff are to be recalled in reverse order of layoff when vacancies become available for which they are or have become qualified.

First recall shall be of qualified (properly certified) continuing contract employees in reverse order of layoff.

If vacancies cannot be filled by such continuing contract employees, then qualified limited contract employees shall be recalled in reverse order of layoff.

The recall list for those employees on limited contracts shall be maintained for a period of three (3) years or until the limited contract expires, whichever is greater. Thereafter, a limited contract employee on reduction shall lose his/her rights to recall. (See notification of recall).

Reduced employees may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board. Such employees will be informed of the premium due date.

The Board will not file an appeal on a laid off employee's application for unemployment compensation benefits unless the affected employee has been offered an equivalent bargaining unit position in this school district or any other district or employer within the restraints of the regulations of the Bureau of Employment Services.

Notification of Recall

It shall be the responsibility of each affected employee to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to the person being recalled at their last known address. Any eligible employee that fails to accept the offer of re-employment in writing or verbally with bargaining unit representation present within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said offer is delivered at the last known address of the employee, shall be considered to have rejected said offer, and shall be removed from the recall list if the said offer was in their area of certification. The process of notifying the next person on the recall list who is

qualified and in reverse order of layoff and contract status as stated above, shall continue until recall list has been exhausted.

Status Upon Recall

Upon acceptance of the notification to resume active employment status, an employee on the recall list will return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such employee shall be credited with additional sick leave, if any has been earned through interim employment, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall. Any employee recalled to a position that is a lesser proportion of a full-time position than she/he held at the time of layoff shall be deemed to remain on the recall list so as to be eligible for recall to a position that is a greater proportion of a full-time position.

Transfers Due to Reduction in Force

When employees must be transferred as a result of a reduction in force at the particular grade level or class, or assignment, the Superintendent shall notify all employees of the necessary reductions by position/assignment, grade level and building.

The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the employees of the department(s) or grade level(s) affected by the reduction shall be transferred pursuant to the Involuntary Transfer provisions contained in the Transfers and Vacancies section of this Agreement.

When employees must be involuntarily transferred as a result of attrition, such involuntary transfers shall be effectuated pursuant to the involuntary transfer provisions in the Transfer and Vacancies section of this Agreement.

Any employee subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When, during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

Except in unusual and/or emergency circumstances, the employee to be transferred involuntarily shall be informed prior to the end of the school year, or at the same time as other employees are informed of their tentative assignments for the ensuing school year, whichever comes first.

The employee to be transferred may schedule a conference concerning the transfer with the Superintendent.

Limitations

If any provisions of the reduction in force procedure herein are found to have been violated, misinterpreted, or misapplied² resulting in the layoff or partial layoff of an employee, such affected employee will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

² Such violations, misinterpretation or misapplication referred to above must be of such significance that their absence would not have resulted in the layoff of the affected employee.

I. SEQUENCE OF TEACHING CONTRACTS

1. Upon initial employment of an employee, the limited contract of employment shall be for a term of one (1) year; if re-employed at the conclusion of each contract, the duration of the successor limited contract shall be as follows:
 - a. Second Contract - 1 year limited
 - b. Third Contract - 2 year limited
 - c. Fourth Contract -- 3 year limited
 - d. All employees presently on a three (3) year limited contract shall be granted a subsequent three (3) year limited contract unless given a one (1) year limited contract under subsection 2 or non-renewed.
2. Upon recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:
 - a. The Superintendent shall notify the employee, in writing, on or before April 2nd of the intent to recommend such contract, with reasons directed at the professional improvement of the employee. Such reasons will be related to the employee's professional performance. Any employee so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. Such conference shall be held within ten (10) school days of the request for same.

If any such employee is dissatisfied with the result of such conference, they may request a hearing before the Board of Education. The Board will hold such hearing(s) before making any decision as to the length of contract to be offered such employee.

The Board of Education shall notify such employee on or before the 30th of April of its action upon the Superintendent's recommendation.
3. The provisions of Section 2 above are intended to supersede and take the place of the provisions of O.R.C. Section 3319.11(C)(1-3).

J. CONTINUING CONTRACT

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

1. Any teacher holding a professional, permanent, or life teacher's certificate;
2. Any teacher who meets the following conditions:
 - a. The teacher was issued a teacher's certificate or educator license prior to January 1, 2011.

- b. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.
3. Any teacher who meets the following conditions:
- a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has held an educator license for at least seven (7) years.
 - d. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

Teachers eligible for continuing service status in any city, exempted village, local, or joint vocational school district or educational service center shall be those teachers, qualified as described in division (D) of section 3319.08 of the Revised Code, who within the last five (5) years have taught for at least three (3) years in the district or center, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the district or center, but the Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

Teachers will notify the District together with all supporting documentation by April 1.

K. EMPLOYMENT OF RETIRED TEACHERS

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule.) The PRT will be placed at their appropriate education level on the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
2. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of each school year without notice of non-renewal. No performance evaluations shall be required.
3. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
4. For purposes of Reduction in Force, PRTs will not accrue seniority.
5. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
6. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if rehired.
7. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
8. The parties intend for the provisions of this Article to supercede, to the maximum extent permitted by law, all sections of the O.R.C. that may be in conflict with this Article. This includes, but is not limited to ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

L. DISCIPLINE AND DUE PROCESS

1. GENERAL PROVISIONS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

Formal reprimand or discipline of a teacher by an administrator for violation of reasonable Board regulations or rules, for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Prior to any formal action, the teacher shall be informed of his/her right to representation of his/her choice at the meeting in which the disciplinary action is to take place.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him.

Failure of the bargaining unit member to adhere to reasonable rules and regulations will result in the following procedure for disciplinary action.

First Offense – Verbal reprimand by the bargaining unit member’s administrator. This verbal reprimand will be recorded but if not further infraction occurs within twelve (12) months, the record will not be placed in the employee’s file.

Second Offense – The bargaining unit member will be notified at least two school days in advance of a conference regarding the second offense. A written reprimand will be given to the bargaining unit member during this conference. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. The bargaining unit member will be asked to sign as proof of receiving the written reprimand. A copy will be dated and placed in the bargaining unit member’s file.

Third Offense – Two-day suspension. A bargaining unit member who continues behaviors necessitating the use of this provision for reasons related to the bargaining unit member’s professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member’s work will, after the third occurrence, be suspended for two (2) workdays without pay. The bargaining unit member will be notified at least two school days in advance of a conference regarding the third offense. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. Upon return from suspension the bargaining unit member, principal, superintendent, and association representative will meet to discuss and to design a specific course of corrective action.

Severe Offense – If the violation is severe enough to warrant immediate discipline at Step Two or Three (violations such as theft, sexual harassment/misconduct during working hours, physical violence, or other offenses involving gross misconduct), the above disciplinary steps may be waived, and the Superintendent may suspend a bargaining unit member for up to three (3) days without pay pending investigation of the charges.

Within five (5) days a hearing will be scheduled with the bargaining unit member, his/her representative, and the Superintendent, to respond to the charged violations. If after hearing all testimony the Superintendent decides not to implement disciplinary action against the bargaining unit member, the written reprimand and/or notice of suspension will be removed from the bargaining unit member’s file, and the member will return to his/her contractual duties.

2. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. This procedure for termination of a contract shall be as prescribed by Section 3319.16.

3. SUSPENSION PENDING TERMINATION

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension if, after the hearing, the decision of the Board of Education is against termination.

ARTICLE VI -- LEAVES OF ABSENCE

A. ABSENCE FOR REASON NOT COVERED UNDER LEAVE POLICY

If an employee is absent for any cause not covered under the leave policy, such absence will result in the loss of pay for that day. The reduction will be at the rate of 1/183rd of the annual salary of such individual for each day that is missed.

B. PROCEDURES FOR PRORATING OF INSURANCE PREMIUMS AS A RESULT OF UNPAID LEAVE AND DOCK DAYS

The Board of Education (Board) paid amounts of insurance premiums are based on the employee fulfilling the entire contract for each contract year. (A contract year consists of 183 days plus any extended days. An employee's contract year begins on the teacher work day preceding the school year and ends 12 months later.) Should an employee not fulfill the entire contract by taking unpaid leave or dock days, the Board paid share of the insurance premiums will be reduced according to the following procedures:

1. The first three (3) unpaid days during a contract year will not affect the Board paid share of insurance premiums.
2. For each unpaid day in excess of three (3) days during the contract year, the employee will pay the district 1 divided by the number of days in his/her contract year times the yearly Board insurance premium. (The employee will continue to be responsible for the employee paid amount of insurance premiums in addition to the above.)
3. This does not affect employees covered under Family Medical Leave Act.

C. SICK LEAVE

1. Each full-time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth ($1\frac{1}{4}$) days for each calendar month under contract. Sick leave shall be cumulative without limit.
2. Each newly hired employee who has no accumulated sick leave, or any employee who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each employee under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth ($1\frac{1}{4}$) days per month.
3. Those employees who render part-time but regular, whether per diem or hourly, service will be entitled to sick leave in proportion to the time actually worked.
4. Any employee having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.

5. An employee reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
6. Any employee being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for the sick leave accumulated in this previous employment.
7. Employees absent for purposes of sick leave when school is canceled and when employees are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Employees should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, (for the period of disability due to pregnancy as indicated by a doctor's statement), injury, exposure to contagious disease which could be communicated to others, adoptive placement of a child (for up to six (6) consecutive calendar weeks) immediately following the adoption placement, and for absence due to illness, injury or death in the employee's immediate family. A statement from an adoption agency, a court agency, or a physician may be required. Paternal leave may be taken for up to seven (7) consecutive days after the birth or adoptive placement of a child. Grandparental leave may be taken for up to one (1) day in connection with the birth or adoptive placement of a unit member's grandchild.
 - a. Injury and/or illness in the immediate family:
For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws or step family bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.
 - b. Death in family:
In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, in-laws or step family bearing any of these relationships; aunt, uncle, niece, nephew, and cousin or any other member of the family unit living in the same household no matter what degree of relationship.
 - c. One (1) day of sick leave may be requested for the death of a member of the extended family or a close friend. Employees may only be granted one (1) day per contract year under this section.
10. Each employee will enter requests for sick leave using the forms provided by the Board on the Employee Kiosk system or a comparable method. If medical attention is required, employee shall provide a note from the attending medical professional if

requested. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

D. PERSONAL LEAVE

Each employee shall be authorized up to three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent twenty-four (24) hours in advance unless circumstances make it impossible to comply herewith; in such event, the employee shall notify the Superintendent at the earliest possible time. With the exception of the restrictions below, the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business. However, such leave may not be used before or after a holiday unless approved by the Superintendent. All such leaves of absence scheduled for or that may occur in the month of May must be approved by the building principal. If more than two (2) employees from the same building request personal leave for the same day, the absence must be approved by the building principal. These days of absence shall not be deducted from sick leave or any other leave.

Personal leave forms shall be available on the Employee Kiosk system or a comparable method.

Two (2) days of personal leave may be carried over to the next school year making a maximum number of personal days for that year of five (5). Any employee not wishing to carry over a day should contact the treasurer by June 1 or the end of the school year.

E. PROFESSIONAL LEAVE

Professional Leave of two (2) days to attend professional meetings, conferences or visitations will be granted to provide the opportunity for employees to advance professionally.

Employees who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Requests for professional leave shall be submitted on the Employee Kiosk system or a comparable method and shall specify the purpose and duration of such leave. Unless knowledge of the meeting comes after the deadline indicated below, requests for professional leave will be submitted to the principal and Superintendent at least three (3) days prior to the requested leave.

Employees will be granted professional leave for the following reasons:

1. To attend professional conferences related to the employee's current areas of regular teaching and/or supplemental assignment;
2. Professional visitations to other school districts, universities and/or educational/instructional sites (such visitations will be limited to a day of the week as mutually determined by the principal and teacher). Such visitation(s) will not be for the express purpose of registration;

3. Participate in a professional seminar; or
4. For any other activity, approved by the Superintendent, that will promote the professional growth of the teacher and/or the school system.
5. Employees granted professional leave will disseminate information from the professional development activity upon return, through faculty meetings, board meetings, or a similar method agreed upon by the building principal.

Upon submission of the appropriate request and/or requisition form for reimbursement and prior approval by the Superintendent, reimbursement will be paid for the following necessary and reasonable expenses which are approved:

1. Use of privately owned automobile at the rate of reimbursement not subject to taxation according to IRS rules;
2. Necessary lodging as supported by receipts;
3. Conference registration.

In the event regular substitutes are not available, regular employees may be asked to fill in as a period substitute. Such requests for period substitution will be made as far in advance as possible. Such substitution will be made within the absent employee's department when possible. Period substitution will be as equally distributed among employees as possible taking into consideration the loads and schedules of such potential substitutes.

F. RELEASE TIME

Requests for release time in addition to professional days outlined above must be approved by the building principal and the Superintendent prior to the employee's absence from assignment.

G. DISABILITY LEAVE

Where due to disability, and upon written request, any employee will be granted a leave of absence not to exceed two (2) years in duration. Such requests shall indicate the expected period of disability which shall be supported by evidence of the disability. The Board may request a physician's statement to indicate the expected period of disability.

Employees on such unpaid leave will continue to accrue or be entitled to the following:

Accumulation of sick leave credited at the regular rate. If the employee does not return to active status, the employee will forfeit these credited days.

Continue participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume at least the same contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Any request for a different assignment will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of this Agreement.

H. JURY DUTY

Each employee selected for jury duty shall notify his/her building principal and the Superintendent as soon as possible after receipt of notification to report for jury duty or official notification of the prospect of jury duty service so that arrangements may be made for the time absent. This leave of absence will not be deducted from the employee's sick leave, personal leave or other leaves of absence. While on jury duty, the employee's sick leave, severance pay and all other benefits, including salary, shall accrue to the employee the same as any other employee. Any money received for jury duty shall be submitted to the Board Treasurer. Any meal, mileage, housing, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Employees excused from jury duty shall return to work if one (1) or more hours remains in the school day.

I. PARENTAL LEAVE

Upon written request by an employee, the Board will grant such employee an unpaid leave of absence for maternity/paternity purposes.

Such leave may begin at any time during the school year and extend for the balance of the school year or for up to one (1) full school year when the request is submitted prior to the beginning of such school year. This leave may be renewed for an additional one (1) year.

Employees on such unpaid leave will be entitled to the following:

Continued participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance of the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume at least the same contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Any request for a different assignment will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of this Agreement.

J. MILITARY LEAVE

A regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He/she shall be reinstated to his/her position in the District with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position (only at the end of semester). The application for reinstatement shall be made in a reasonable time after the discharge or release from military service and not later than one (1) year from the date of said release or discharge.

K. ADVANCED PROFESSIONAL TRAINING

An unpaid leave of absence for further professional training will be granted to any full or part-time employee upon written request of an employee meeting the requirements indicated below. This leave may be renewed for a period not to exceed two (2) years.

Professional training means a full-time schedule based upon the requirements of the college or university. The employee must specify the institution providing the classes and obtain a letter from that institution confirming enrollment. Grade cards or transcripts shall be provided to the Superintendent as confirmation of completion of the professional training. An employee who withdraws or otherwise does not complete the training must report to the Superintendent for duty, and will be reassigned if a position is available. Failure to report for duty upon withdrawal or non-completion shall be grounds for termination of employment.

In order to be eligible to take this leave of absence the employee must agree in writing not to apply for retirement credit for the leave of absence, or reimburse the Board for the Board's share of the cost of purchasing retirement service credit for the period of the leave of absence, should the employee choose to purchase such service credit. The reimbursement has to be made to the Board Treasurer prior to the employee's application to STRS for the purchase of service credit.

Employees on such unpaid leave will be entitled to the following:

Continued participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance of the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume the contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Upon request for a different assignment, the Superintendent will act on such a request pursuant to the voluntary transfer procedures of this Agreement.

L. LEGAL LEAVE

An employee shall be granted upon request paid legal leave for the purpose of appearing under subpoena in a school-related or other civil lawsuit, criminal lawsuit or civil administrative proceeding that is of a non-personal nature. Legal leave may not include conflicts between Board and employee or the Board and the Association except in the case of arbitration hearings. Any employee anticipating using legal leave shall notify his/her building principal or his/her immediate supervisor as soon as possible and provide a copy of the subpoena to the Treasurer. Any money received for legal leave shall be submitted to the Board Treasurer. Any meal, mileage, housing, and/or parking allowance provided the employee for legal leave shall not be considered in the amount received for legal leave. Employees excused from legal leave shall return to work if one (1) or more hours remains in the school day.

M. ASSAULT LEAVE

An employee who is absent due to injury or illness that is directly related to an unprovoked attack that occurs in the course of the employee's employment responsibilities may be granted assault leave.

Assault leave may be granted when the following conditions are met:

1. Approval by the Superintendent;
2. Submission of form justifying the leave (See Appendix D);
3. If medical attention was necessary a certificate from a licensed physician stating the nature of the disability and the duration;
4. The employee has applied for Workers Compensation benefits.

An employee on assault leave will be maintained at full pay for a maximum of twenty (20) days. When Workers Compensation applies to salary (current procedures begin salary payments on the eighth consecutive workday) the Board will pay the difference between Workers Compensation payments and the employee's regular salary. Following the expiration of assault leave an employee still absent due to an assault may utilize any accumulated sick leave.

Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

N. FAMILY AND MEDICAL LEAVE

Paulding Exempted Village Schools shall provide family and medical leave pursuant to the Family and Medical Leave Act 1993 ("FMLA"). Family and medical leave will be governed by the Federal Family and Medical Leave Act. An employee who has worked for the Employer for at least 12 months is eligible for 12 work weeks of FMLA leave within any 12-month period beginning with the date of the first day family and medical leave is taken and ending 364 days later, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the first day of leave.

In the case of a newborn baby or the adoption of a child less than one year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first.

O. RETURN FROM UNPAID LEAVE

Employees who are on a long-term unpaid leave must provide written notice to the Superintendent's office prior to their return from leave. The written notice shall contain one of the following statements:

1. The employee intends to return at the beginning of the school year (or at the expiration of the leave).
2. The employee resigns from his/her employment.
3. The employee requests an extension of his/her unpaid leave for a specified period of time, assuming the Agreement allows for an additional extension.

For leaves scheduled to expire at the end of the summer break, written notice must be given no later than July 10. For leaves scheduled to expire during the school year, written notice must be given at least forty-five (45) days prior to the expiration of the leave.

ARTICLE VII -- PROFESSIONAL COMPENSATION

A. SALARY PLACEMENT/PAYROLL PRACTICES

1. The base salary of each employee covered by this Agreement will be adjusted to reflect the rates set forth in the salary schedule, which are contained in Appendix A.
2. Each new employee shall be given credit for up to ten (10) years of service outside the district, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.
3. One year of teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.
4. In order to insure proper placement on the salary schedule, each newly employed employee or any employee with an advancement in professional training shall furnish an official transcript of credits or other documentation of such credits approved by the Superintendent, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer no later than October 1 unless an extension is authorized by the Superintendent.

Except where the Superintendent has assigned an employee to a position for which proper certification is not held, if after two (2) months of the annual session of the school year proper certification is not filed with the Superintendent, such employee's paycheck may be withheld. The Superintendent will not assign an employee to a position(s) for which he/she is not certified without the express consent of such employee. When an employee accepts such assignment without possessing proper certification, the Superintendent will secure proper temporary or other certification for such employee.

5. Payment for the contract year will be divided into twenty-six (26) equal pay periods over the calendar year. Pay will be made with direct deposit with email notification or another electronic form.

When payday falls on a holiday, checks will be delivered on the day before the holiday. If an employee does not work on payday, he/she may receive his/her paycheck after the end of the employee's work day on the preceding day, if available.

6. Teachers or tutors performing any of the following duties shall be paid at 85% of the per hour calculation used to implement Item 7 below. Prime Time Friday, Home Tutoring, or any other form of tutoring; Technology Committee and Inservice Committee. For the Technology Committee and the Inservice Committee, the Board will determine the number of participants on the Committees, and the Association will determine which bargaining unit members will serve. The chair of all committees will be appointed by the Superintendent. Teachers and tutors will be paid quarterly for time spent on these committees and meetings.

7: Employees performing summer school duty will be paid a per diem rate based upon the BA/O position on the salary schedule.

8. Longevity Bonus

Employees who have completed twenty-seven (27) years of service will receive a one-time bonus payment of Seven-Hundred and Fifty Dollars (\$750) in the first pay in December.

9. Attendance Incentive

Employees who miss no more than the number of days listed below (including sick, personal and unpaid days) in a given school year will receive the following stipend (pro-rated based upon the employee's service relative to a full-time employee in the district):

Days Missed Stipend

0	\$ 350
1	\$ 250
2	\$ 150

10. Personal Day Incentive

There will also be a personal day incentive plan. Those employees who choose not to use their personal days during the school year will be reimbursed in the following way:

- Not using 3 – would be paid \$ 240.00
- Not using 2 – would be paid \$ 160.00
- Not using 1 – would be paid \$ 80.00

B. EXTRACURRICULAR SALARY GUIDELINES

1. The extracurricular salary schedules are contained in Appendix B of this Agreement.
2. Experience outside the district does not count towards placement on the extracurricular schedule.

C. TUITION REIMBURSEMENT

Each employee shall be eligible for reimbursement for completed college course work from the tuition reimbursement fund. Each applicant will be reimbursed a maximum of \$500 upon submission of evidence of successful completion of such college course work and proof of payment. Any money left over will be disbursed in a second round using the same method described above.

The tuition reimbursement fund will be funded up to a total of \$35,000.00 per year

The tuition reimbursement year will be from June 1 to the following May 31. Applications for reimbursement will be accepted on a first come first served basis and will be dated upon receipt at the administration office. Applications for reimbursement may be submitted before, after or during enrollment and subsequent completion of eligible course work. Reimbursement will be made after proof of completion and payment is received in the administration office. Any remaining reimbursement (after the first round), will be made in the first week of June (second round).

Tuition Reimbursement Forms will be available in the Superintendent's office or on the school website. Reimbursement will be provided to all eligible applicants until the fund is exhausted. No employee shall utilize the fund unless the employee holds a provisional license or better.

A stipend of \$500.00 will be paid to any teacher receiving or renewing Master Teacher (or any program that replaced Master Teacher status).

A \$750.00 one-time stipend will be paid to any teacher receiving National Board Certification.

D. STRS PICK-UP

In addition to the above listed salary, the Board agrees to "pick-up" STRS retirement contributions applicable to each individual employee. For purposes of STRS retirement, the Board will structure this pick-up so that it shall be computed as part of the final average salary.

All employee contributions to the State Teachers Retirement System will be picked up by the Board on behalf of each employee in the bargaining unit on the following terms and conditions:

1. The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked up and paid by the Board as set forth in this division.
2. The Board shall compute and remit its statutory required contributions to STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein.
3. The pick-up percentage shall apply uniformly to all employees as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. Payment for all leaves -- sick leave, personal leave, professional leave; severance, vacation, supplemental and extended service pay, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purposes (e.g. gross pay divided by the number of days in the employee's contract).

If necessary, the Board Treasurer will prepare and distribute an addendum to each employee's contract which states that the employee's salary consists of:

1. A cash component;
2. A pick-up component, which is equal to the amount of the employee's contribution being "picked up" by the Board on behalf of the employee.

E. SUBSTITUTE TEACHERS

Whenever possible, substitute teachers should possess the same professional qualifications, such as professional preparation and appropriate certification, required of a regular employee.

Student teachers shall not serve as substitute teachers.

The Board agrees to make every attempt to maintain an adequate list of substitute teachers.

Employees shall be informed of a telephone number or an electronic method they may call in order to report an impending absence from duty. Once such a report has been properly filed, it will be the responsibility of the administration to arrange for a substitute teacher.

After forty-five (45) consecutive school days of service in the same assignment (long-term assignment), including days when the building or district is closed for emergency conditions, and no more than two (2) days of absence for illness, a substitute will be placed on the salary schedule according to his/her training and experience and be eligible for all applicable leaves and insurance. If a substitute moves from one long-term assignment to another long-term assignment within two working days of the previous assignment, the sub will remain on the salary schedule for the duration of the long-term assignment(s). It is not the intention of the Board to change the assignment of a sub assigned to the same classroom for forty-four (44) consecutive days in order to avoid putting the sub on the salary schedule. Under this placement the substitute will continue to be employed on a substitute contract which will automatically expire at the end of the school year.

F. TAX SHELTERED ANNUITIES

The enrollment period for employees wishing payroll deduction of tax sheltered annuities is September and October only. A minimum of five (5) enrollees will be required before an account with a company not already recognized and approved for payroll withholding by the Board will be used.

G. FINANCIAL INSTITUTIONS

The Board will provide payroll deductions for a maximum of two financial institutions. After the initial deduction, each employee participating in payroll deduction may make changes in such deduction rate during the school year without additional charge.

H. INCOME PROTECTION

Provisions for payroll deduction of the premiums for income protection insurance will be continued.

I. EARLY NOTIFICATION BONUS

A \$500.00 early notification bonus will be paid to any bargaining unit member whose resignation is submitted to the Board of Education prior to February 1. An additional \$100.00 per month for each month prior to February 1 will also be paid. The maximum early notification bonus will be \$1,000.00. The bonus will only be paid if the employee's retirement resignation is effective at the end of the current school year.

J. DISABILITY RETIREMENT

When an employee receives notification that he/she is eligible to receive STRS Disability Retirement, the employee will begin the Disability Retirement immediately thereafter. Any remaining sick leave accumulation will be discharged according to the severance pay section of this Article.

K. SEVERANCE PAY

Any employee with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid up to a maximum number of days not to exceed forty-five (45), and five percent (5%) of any accumulated days above forty-five (45), of his or her accumulated and unused sick leave. If accumulated sick leave is less than forty-five (45) days, then only the amount earned will be paid.

In addition, employees will be paid additional days according to the following formula: (Maximum numbers of sick days earned in the five (5) years prior to retirement) minus (number of sick days used) multiplied by twenty-five percent (25%).

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Such payment shall extinguish all the accumulated sick leave to the credit of such employee. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed by O.R.C. 2113.04.

Retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of Internal Revenue Code ("IRC") Section 403(b) (a "TSA"), hereinafter referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose effective date of retirement was after the effective date of the previous MOU in regard to this matter.

The terms of the 403(b) plan shall include the following:

1. a. Participation in the 403(b) Plan shall be mandatory for any employee who would be entitled to severance/retirement pay under Section (12.03 and 12.04), and who also is or will be age 55 or older in the calendar year in which the employee retires.
 - b. The required contribution to the 403(b) Plan shall be made within the time frame described in Sections 12.03 and 12.04 for the payment of retirement/severance pay. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b) (e.g. the IRC Section 415 limit). To the extent that, for any calendar year, the contribution of an employee's severance/retirement pay would exceed the maximum contribution amount allowable under the federal income tax law, the excess amount shall be payable to the TSA on the first payroll date of the following calendar year. If the amount payable to the 403(b) Plan in the following calendar year exceeds the maximum amount allowable under the federal income tax law for such year, any remaining severance pay shall be paid to the retired employee by check.
 - c. The TSA used for the 403(b) Plan shall be the group annuity contract of VALIC or other company chosen by the Association and the Board.
 - d. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the VALIC TSA or other company chosen by the Association and Board and shall be paid to the Beneficiary of the member in accordance with the terms of the TSA.
2. Any employee who is entitled to severance pay and is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all retirement/severance payments payable in accordance with applicable provisions in the Master Agreement, and may elect to defer such payments to an annuity or custodial account that is tax-qualified under IRC Section 403(b) or is tax-qualified under IRC Section 457(b) to the extent permitted by law and Board policy.
 3. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to member.

Such payment shall extinguish all the accumulated sick leave to the credit of such employee. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

L. RESIDENT EDUCATOR PROGRAM

Only if a resident educator program is required by statute or regulations, there shall be a resident educator mentoring program for all teachers new to the district who have not met ODE requirements for the five (5) year professional license. The Resident Educator mentoring program shall not replace the District's evaluation process. Evaluation of all new teachers to the District shall be conducted in accordance with the District's evaluation procedure.

A notice asking who might be interested in becoming a possible mentor and/or third (3rd) year facilitator will be sent out by April 30 each year. An expression of interest will be considered, but does not guarantee that a teacher will be selected for training or assigned as a mentor or facilitator.

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

A Mentor must have minimum of five (5) years teaching experience, hold a five (5) year professional license, and have attended and completed the state sponsored mentor training program.

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

All participants shall cooperate, report and collaborate with the Program Coordinator to complete the Resident Educator Program.

Release time for Mentor training will be provided if the training is during the school year.

If possible, Mentors shall teach the same subject area or grade level as the Resident Educator and be located in the same building.

All interactions between the Resident Educator and Mentor shall be confidential.

Mentors assigned to resident educators will receive a stipend of \$500.00 per resident educator per year.

M. INSURANCE BENEFITS

1. GENERAL PROVISIONS

For those employees that choose any of the insurance coverage listed herein, the Board shall provide full twelve-month coverage each year commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last). Such insurance shall continue in effect during absences, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on unpaid leaves of absence, including but not necessarily limited to maternity leave, disability leave, and sabbatical leave, may choose to

continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Upon separation from employment, the employee shall have the right to assume such coverage at his/her own expense pursuant to the provisions set forth by COBRA.

The Board will provide the Association with copies of all group insurance contracts and any changes thereof for any group insurance as is provided herein.

Those employees desiring any of the insurance fringe benefits set forth herein shall complete the appropriate forms so indicating the desired coverage and shall complete any necessary enrollment forms required by the carrier or insurer.

The Board shall provide for insurance coverages contained herein through direct purchase, through a third party administrator and/or in conjunction with a consortium. Such insurance shall be carried by a company licensed by the State of Ohio. Provisions of policies must exceed or be equal to the level of benefits in the Medical Mutual Certificate effective July 1, 1998.

2. HOSPITAL NETWORK

The District will be a member of a full PPO network or HDHP/HSA network.

3. HEALTH/DENTAL/VISION/LIFE INSURANCE PLANS

Full-time employees hired after July 1, 2006, the Board shall pay 90% of the health and vision insurance premiums for an individual policy and 80% of the health and vision premiums for a family policy. The Board will pay 90% of the premium for full-time employees for dental insurance.

If the employee selects the HSA option, the Board will make an annual payment of \$1,000 single plan reducing it by \$500 for each succeeding year of this contract and \$2,000 family plan reducing it by \$1,000 for each succeeding year of this contract.

Employees will be paid an annual stipend of \$1,000.00 for "opting out" of the District's insurance program.

Part-time employees who are contracted for .75 time or more will be eligible to participate in the district's insurance benefit programs (health, dental, vision, and life) by paying the appropriate percentages as noted above plus the prorated amount of the district's share of the premium based on the percentage that the employee's contract is short of full time.

Part-time employees who are contracted for less than .75 time who began their regular employment with the Board after July 1, 2006 are not eligible to participate in any of the school districts insurance benefit programs (health, dental, vision and life).

All employees hired prior to July 1, 2006 who maintain continuous employment with the district will retain the insurance premium payment benefit based on their original date of hire.

4. DENTAL INSURANCE

Specifications:

Covered expenses will include all reasonable and customary charges by a dentist for dental care provided for in Schedule of Dental Services. A charge made for a dental service will be considered Reasonable and Customary if it is the amount normally charged by the provider and does not exceed the amount charged by most providers of comparable dental services in the locality where the services are received. In determining whether a charge is Reasonable and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual circumstances which required additional time, skill or experience.

<p>CLASS I</p>	<p>PREVENTIVE & DIAGNOSTIC oral exams x-rays (full series) emergency treatment teeth cleaning fluoride treatments space maintainers tests and lab exams</p>	<p>CLASS III</p>	<p>MAJOR restorations gold fill gold inlays porcelain crowns installations of bridgework and dentures</p>
<p>CLASS II</p>	<p>BASIC anesthesia restorations amalgam silicate acrylic root canal therapy periodontics denture repair extractions & oral surgery</p>	<p>CLASS IV</p>	<p>ORTHODONTIA diagnosis all appliances treatment adjustments</p>

Dental Benefits

Benefit Period:

Calendar Year

Dependent Age Limit:

To the end of the calendar year in which the child attains age 26; or to the end of the calendar year in which the child attains age 25 if the child is a full-time student

Orthodontic Age Limit: Coverage is provided for the subscriber and/or the subscriber's spouse.
To the date the child attains age 19

Deductible:
Per Member \$25.00
Per Family \$50.00

Note: Any amounts applied to the Deductible for expenses incurred during the last three months of the Benefit Period that did not satisfy the deductible, will also be applied to meet the next Benefit Period's Deductible.

Annual Maximum: \$2,500.00

Orthodontic Lifetime Maximum \$1,000.00

Covered Services Copayments/Maximums

Diagnostic and Preventive Services Covered in Full
(not subject to the deductible)

Orthodontic Services 40%
(not subject to the deductible)

The following services are subject to the deductible:

Primary Services 20%
Complex Restorative and Prosthetic Services 20%

Carryover Provisions

Any amounts for expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

5. LIFE INSURANCE

The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each employee in the amount of \$50,000.

Such insurance shall include provisions for double indemnity in the case of accidental death: disability coverage benefit, and conversion privilege, as well as guaranteed insurability.

The full cost of this program and any increases thereof, shall be paid by the Board according to Article VII, Section M. 3.

6. OPTICAL

The Board shall purchase from Vision Service Plan or other carrier licensed by the State of Ohio, optical insurance for each employee and his/her family which meets or exceeds the specifications below.

Such plan shall provide:

- a. Vision Examination. Each covered person and their dependents shall be entitled to an examination every twelve (12) months. This consists of a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities, including the prescription of glasses where indicated. A deductible not to exceed \$47.50 per examination of each covered individual may be required.
- b. Lenses and Frames
 - i. Lenses: The Vision Service Plan Panel Doctor will order the proper lenses (only if needed), and verify the accuracy of the finished lenses. Lenses may be ordered every twelve (12) months.
 - ii. Frames: A deductible of up to \$12.50 may be required of each covered individual. The plan shall offer a wide selection of frames, however if one selects a frame which costs more than the amount allowed by the plan (or a large frame that requires oversize lenses) there will be an additional charge. Frames may be ordered every twelve (12) months.
 - iii. Contact Lenses: The Vision Service Plan Panel Doctor secures prior approval for the following conditions:
 - (1) Following cataract surgery,
 - (2) To correct extreme visual acuity problems that cannot be corrected with spectacle lenses,
 - (3) Anisometropia,
 - (4) Keratoconus.

When Vision Service Plan Panel Doctors receive approval for such cases, they are fully covered by Vision Service Plan. When patients choose contact lenses for other reasons, Vision Service Plan will make an allowance of \$140 toward their cost in lieu of all benefits for that year.

N. SGM/SLO/LPDC/MASTER TEACHER COMMITTEE (OR PROGRAM THAT REPLACES MASTER TEACHER) COMPENSATION

Any teacher who serves as a member of the SGM/SLO/LPDC or Master Teacher Committee (or committee that replaces Master Teacher Committee) shall receive an hourly rate equal to the BA "0" Step on the salary schedule (BA "0" rate divided by 183 divided by 6.75) for time spent on these committees.

O. SUBBING DURING PLANNING PERIOD

All teachers will be paid an hourly rate equal to fifty percent (50%) of the "0" step on the BA salary schedule ($BA\ "0"\ rate \div 183 \div 6.75 \times .5$) for all periods when a teacher is subbing during their planning period. (One period = one hour)

ARTICLE VIII -- WORKING CONDITIONS

A. STUDENT ACTIVITIES/EXTRACURRICULAR PASS

Each employee will be issued a pass for the admittance to all school athletic and extracurricular activities. Employees attending any such functions by use of the pass will be expected to assist with crowd control and/or management, and other student supervision as may be necessary.

B. CURRICULUM DEVELOPMENT

1. Textbook Changes

Committees appointed to select textbooks shall be made up of a balanced representation of all grade levels involved and experience ranges or, when feasible for a subject area in the secondary schools, all employees of that subject area.

The textbooks under consideration shall be made available for inspection to all employees affected and shall be evaluated by them in writing in a uniform manner. These evaluations will be forwarded to the textbook committee for consideration in making the final recommendation. All employees affected shall be notified of the selection of the textbook committee and shall have the opportunity to meet with the committee to voice opinions before the recommended text is presented to the Board for adoption.

2. Curriculum Development

Proposals for curriculum development may be made by individual employees, groups of professional employees, supervisors or administrators.

The initial evaluation of the proposal shall be made by a committee made up of a balanced representation of all grade levels, departments, or teaching areas affected, as well as teaching experience ranges. When feasible, in a subject area in the secondary schools, all employees of that subject area may be direct participants in such a committee. The curriculum committee shall select the chair for the committee.

All proposals shall be considered and evaluated. The committee shall issue an initial written report on the proposal to all employees affected by the proposal. The employees affected shall have the opportunity to respond either in writing or by appearing before the committee. After considering the input by employees affected, the committee will decide to proceed or not to proceed to the writing of a curriculum to fit the proposal. If the committee decides that the proposal should be implemented, and upon authorization by the Superintendent, a working committee of reasonable size shall be appointed to write the curriculum recommendations on a paid basis.

When the final curriculum recommendations are complete they shall be presented to the Superintendent for action.

Unless otherwise mutually agreed upon, changes in curriculum will be initiated in sufficient time prior to implementation so as to allow for the involvement of those employees affected.

C. CLASSROOM SUPPLIES, EQUIPMENT, AND FACILITIES

Every effort will be made to provide educational supplies, equipment, and facilities for the consistent upgrading of the general educational standards throughout the school system.

D. DISCIPLINE OF STUDENTS

Each employee will receive a complete copy of any handbook(s) containing the rules and regulations of expected student behavior. Employees shall have the power to make and enforce suitable penalties within the framework of the handbook rules and regulations and other guidelines or procedures established by the building principal.

E. EMERGENCY SCHOOL CLOSING

In the event that it becomes necessary to delay or close school due to bad weather or emergency, this fact will be announced during the early morning hours over radio stations and the Honeywell Instant Alert System or an alternate method as determined by the administration.

F. WORK DAY

All employees shall be on duty fifteen (15) minutes prior to the required starting time for students and may leave immediately following the dismissal of students.

From time to time employees may be required to arrive earlier than usual or remain after school for more than twenty (20) minutes for special meetings, conferences, in-service training, etc. provided at least two (2) days advance notice of such meeting has been provided. Occasionally meetings or conferences of an emergency nature will arise which will require attendance and/or attention beyond the ordinary school day and without notice set forth herein. On such occasions the administration will notify employees as soon as possible.

G. SCHOOL CALENDAR

The Association shall develop a recommendation for a school calendar and forward this recommendation to the Superintendent by December 1 of each year in order to be considered by the Board.

Any hours of instructional time missed over 47.5 hours will be made up. If school is closed for an entire day, that equals 6.5 instructional hours missed. After 47.5 hours missed, the District will begin making up one full school day. Once this day is made up we will subtract the 6.5 hours from the total. We will continue to make up days as long as instructional time missed exceeds 47.5 hours.

H. ADMINISTRATION OF MEDICATION

Administration of medication is governed by state statute.

I. SPECIAL EDUCATION

1. IEP PREPARATION AND CONFERENCES

- a. Each Intervention Specialist shall have a substitute provided during the scheduled days of the IEP meetings. Substitutes shall also be provided for those general education teachers required to participate in the IEP conference.
- b. One day with a substitute will be provided to each Intervention Specialists to prepare for IEPs. Intervention Specialists with thirteen (13) or more students will be provided with two days with a substitute. Intervention Specialists shall have the option of working on these IEP's at home or at school.

2. CLASSROOM ROSTERS

- a. All teachers having a student with a disability will be provided with a copy of the IEP.
- b. All teachers having a student with a disability will follow the IEP copy.
- c. Middle and High School (6-12) – Not more than thirteen (13) students with disabilities will be placed in one inclusion classroom, unless agreed to by the teacher after consultation with the association executive committee.
- d. Grade School (K-5) –
 - i. In inclusion classrooms not more than nine (9) students with disabilities will be placed in one inclusion section, unless agreed to by the teacher after consultation with the association executive committee.
 - ii. Students placed in a regular education classroom without the support of an inclusion teacher will equal 1-1/2 non-special education students. Not more than five (5) students with disabilities will be placed in one section, unless agreed to by the teacher after consultation with the association executive committee.
- e. State tested areas will be given first priority to be an inclusion classroom.

J. LPDC AND MASTER TEACHER COMMITTEE (OR SIMILAR COMMITTEE)

The Local Professional Development Committee (LPDC) and Master Teacher Committee (or similar committee) shall be operated in accordance with the applicable provisions of the Ohio Revised Code. The operating methods of the LPDC Committee and Master Teacher Committee (or similar committee) shall be determined by the Committee itself, except as indicated below.

The Association shall appoint the teacher representatives to the Committees, and the Administration shall appoint the administrator representatives to the Committees. Regardless of the normal composition of the Committees, when an administrator's license is being considered, a majority of the group considering the license will be administrators (if the administrator so requests).

K. FACULTY INSERVICE

1. Employees have a six (6) hour professional development commitment each contract year that will be scheduled as a Faculty Inservice Day. This is a paid day that will be scheduled on the Board Adopted School Calendar each year. Teachers not attending this contracted day must use appropriate leave, or will be docked one day pay.
2. This process can be altered by mutual agreement of the Association and the Superintendent.

ARTICLE IX -- OTHER PROVISIONS

A. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state law, or valid rule or regulations adopted by a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by O.R.C. 4117.10(A).

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If during the term of this Agreement there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If during the term of this Agreement there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

B. AMENDMENT

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this Agreement. Either the Board or the Association may request to open negotiations to amend the existing Agreement, but the other party is under no obligation to agree to open such negotiations. Such amendments shall be considered finalized upon ratification by the Board and the Association.

C. MID-TERM BARGAINING

1. In the event that the Board finds it necessary to implement changes during the term of this Agreement in the wages, hours or other terms and conditions of employment that are not addressed in this Agreement, the Association may, within ten (10) days of the time the Association knew or should have known of such change, submit a written demand to bargain the effects of the implementation of the change affecting the wages, hours or other terms and conditions of employment for members of the bargaining unit.
2. If there is a dispute as to whether the change is subject to bargaining under O.R.C. Chapter 4117, the parties agree to submit the dispute to the grievance procedure contained in this Agreement. The grievance shall be submitted at Step III of the procedure, although the grievance can be submitted directly to Step IV, as modified below, if the parties mutually agree to do so in writing. The parties agree to use the

expedited arbitration procedures of AAA for any dispute arising under this section, except that either party may submit a pre-hearing brief if it so desires.

3. If it is determined by the parties or an Arbitrator that bargaining is required, the parties will engage in good faith bargaining for a maximum of four (4) bargaining sessions or thirty (30) calendar days, whichever occurs first. Bargaining shall be conducted by the Interim Bargaining Council ("IBC") which shall consist of no more than six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.
4. If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a maximum of two (2) mediation sessions or twenty (20) calendar days, whichever occurs first. The mediator will be an agreed-to member of the Federal Mediation and Conciliation Service (FMCS). In the event the parties are unable to agree on a mediator, or the agreed-to mediator is unavailable, the parties will petition FMCS to appoint an alternate mediator.
5. If the parties have not reached agreement by the end of the mediation period, either the Board or the Association may, through their respective representatives on the IBC, declare impasse. In the event of an impasse, the Board may implement the changes in the wages, hours or other terms and conditions of employment. If such implementation takes place following the procedures described in this section, the Association may not file an unfair labor practice charge or any other action challenging the Board's right to implement the change. However, the Association does have the right to file a ULP alleging bad faith bargaining.

D. DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2014, and remain in effect until June 30, 2017.



President
Paulding Education Association

Date: 12/10/2014



Negotiations Chairperson
Paulding Education Association

Date: 12/10/2014



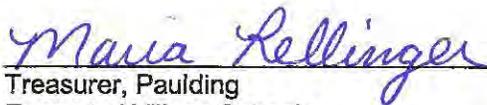
President, Paulding Exempted
Village Board of Education

Date: 12-10-2014



Superintendent, Paulding
Exempted Village Schools

Date: 12-10-2014



Treasurer, Paulding
Exempted Village Schools

Date: 12-10-2014

APPENDIX A

**INDEX AND SALARY SCHEDULE
2014-2015 SCHOOL YEAR
2% Base/3% Stipend**

Step	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	26,694	30,860	32,033	33,792	34,471	35,150
	0.86500	1.00000	1.03800	1.09500	1.11700	1.13900
1	28,052	32,341	33,699	35,612	36,353	37,063
	0.90900	1.04800	1.09200	1.15400	1.17800	1.20100
2	29,194	33,637	35,088	37,186	37,958	38,698
	0.94600	1.09000	1.13700	1.20500	1.23000	1.25400
3	30,366	34,934	36,507	38,760	39,563	40,334
	0.98400	1.13200	1.18300	1.25600	1.28200	1.30700
4	31,508	36,199	37,927	40,365	41,167	41,970
	1.02100	1.17300	1.22900	1.30800	1.33400	1.36000
5	32,681	37,495	39,377	41,939	43,605	44,438
	1.05900	1.21500	1.27600	1.35900	1.41300	1.44000
6	33,853	38,822	40,797	43,543	45,272	46,136
	1.09700	1.25800	1.32200	1.41100	1.46700	1.49500
7		40,118	42,216	45,117	46,938	47,833
		1.30000	1.36800	1.46200	1.52100	1.55000
8		41,445	43,667	46,722	48,605	49,561
		1.34300	1.41500	1.51400	1.57500	1.60600
9		42,772	45,117	48,358	50,271	51,258
		1.38600	1.46200	1.56700	1.62900	1.66100
10		44,099	46,568	49,962	52,987	53,974
		1.42900	1.50900	1.61900	1.71700	1.74900
11		45,457	48,018	51,598	54,684	55,733
		1.47300	1.55600	1.67200	1.77200	1.80600
12		46,784	49,499	53,203	56,412	57,492
		1.51600	1.60400	1.72400	1.82800	1.86300
13			50,950	54,838	58,140	59,251
			1.65100	1.77700	1.88400	1.92000
14				56,505	59,868	61,010
				1.83100	1.94000	1.97700
15				58,387	61,658	63,109
				1.89200	1.99800	2.04500

APPENDIX A

**INDEX AND SALARY SCHEDULE
2015-2016 SCHOOL YEAR
0% Base/4% Stipend**

Step	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	26,694	30,860	32,033	33,792	34,471	35,150
	0.86500	1.00000	1.03800	1.09500	1.11700	1.13900
1	28,052	32,341	33,699	35,612	36,353	37,063
	0.90900	1.04800	1.09200	1.15400	1.17800	1.20100
2	29,194	33,637	35,088	37,186	37,958	38,698
	0.94600	1.09000	1.13700	1.20500	1.23000	1.25400
3	30,366	34,934	36,507	38,760	39,563	40,334
	0.98400	1.13200	1.18300	1.25600	1.28200	1.30700
4	31,508	36,199	37,927	40,365	41,167	41,970
	1.02100	1.17300	1.22900	1.30800	1.33400	1.36000
5	32,681	37,495	39,377	41,939	43,605	44,438
	1.05900	1.21500	1.27600	1.35900	1.41300	1.44000
6	33,853	38,822	40,797	43,543	45,272	46,136
	1.09700	1.25800	1.32200	1.41100	1.46700	1.49500
7	33,853	40,118	42,216	45,117	46,938	47,833
	1.09700	1.30000	1.36800	1.46200	1.52100	1.55000
8	33,853	41,445	43,667	46,722	48,605	49,561
	1.09700	1.34300	1.41500	1.51400	1.57500	1.60600
9	33,853	42,772	45,117	48,358	50,271	51,258
	1.09700	1.38600	1.46200	1.56700	1.62900	1.66100
10	33,853	44,099	46,568	49,962	52,987	53,974
	1.09700	1.42900	1.50900	1.61900	1.71700	1.74900
11	33,853	45,457	48,018	51,598	54,684	55,733
	1.09700	1.47300	1.55600	1.67200	1.77200	1.80600
12	33,853	46,784	49,499	53,203	56,412	57,492
	1.09700	1.51600	1.60400	1.72400	1.82800	1.86300
13	33,853	46,784	50,950	54,838	58,140	59,251
	1.09700	1.51600	1.65100	1.77700	1.88400	1.92000
14	33,853	46,784	50,950	56,505	59,868	61,010
	1.09700	1.51600	1.65100	1.83100	1.94000	1.97700
15	33,853	46,784	50,950	58,387	61,658	63,109
	1.09700	1.51600	1.65100	1.89200	1.99800	2.04500

APPENDIX A

**INDEX AND SALARY SCHEDULE
2016-2017 SCHOOL YEAR
1% Base**

Step	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	26,961	31,169	32,353	34,130	34,816	35,501
	0.86500	1.00000	1.03800	1.09500	1.11700	1.13900
1	28,333	32,665	34,037	35,969	36,717	37,434
	0.90900	1.04800	1.09200	1.15400	1.17800	1.20100
2	29,486	33,974	35,439	37,559	38,338	39,086
	0.94600	1.09000	1.13700	1.20500	1.23000	1.25400
3	30,670	35,283	36,873	39,148	39,959	40,738
	0.98400	1.13200	1.18300	1.25600	1.28200	1.30700
4	31,824	36,561	38,307	40,769	41,579	42,390
	1.02100	1.17300	1.22900	1.30800	1.33400	1.36000
5	33,008	37,870	39,772	42,359	44,042	44,883
	1.05900	1.21500	1.27600	1.35900	1.41300	1.44000
6	34,192	39,211	41,205	43,979	45,725	46,598
	1.09700	1.25800	1.32200	1.41100	1.46700	1.49500
7	34,192	40,520	42,639	45,569	47,408	48,312
	1.09700	1.30000	1.36800	1.46200	1.52100	1.55000
8	34,192	41,860	44,104	47,190	49,091	50,057
	1.09700	1.34300	1.41500	1.51400	1.57500	1.60600
9	34,192	43,200	45,569	48,842	50,774	51,772
	1.09700	1.38600	1.46200	1.56700	1.62900	1.66100
10	34,192	44,541	47,034	50,463	53,517	54,515
	1.09700	1.42900	1.50900	1.61900	1.71700	1.74900
11	34,192	45,912	48,499	52,115	55,231	56,291
	1.09700	1.47300	1.55600	1.67200	1.77200	1.80600
12	34,192	47,252	49,995	53,735	56,977	58,068
	1.09700	1.51600	1.60400	1.72400	1.82800	1.86300
13	34,192	47,252	51,460	55,387	58,722	59,844
	1.09700	1.51600	1.65100	1.77700	1.88400	1.92000
14	34,192	47,252	51,460	57,070	60,468	61,621
	1.09700	1.51600	1.65100	1.83100	1.94000	1.97700
15	34,192	47,252	51,460	58,972	62,276	63,741
	1.09700	1.51600	1.65100	1.89200	1.99800	2.04500

APPENDIX B – EXTRACURRICULAR SALARY BASE
EXTRACURRICULAR SALARY BASE

<u>Position</u>	<u>Years of Experience</u>		
	(0-2)	(3-5)	(6+)
Athletic			
Health Coordinator	10.0	10.5	11.0
Football			
Head	16.5	17.0	17.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
8th Grade Head	7.5	8.0	8.5
8th Grade Assistant	6.0	6.5	7.0
7th Grade Head	7.5	8.0	8.5
7th Grade Assistant	6.0	6.5	7.0
Basketball			
Boys Head	16.5	17.0	17.5
Varsity Assistant	12.0	12.5	13.0
J.V. Boys	12.0	12.5	13.0
Freshman Boys	8.5	9.0	9.5
8th Grade Boys	7.5	8.0	8.5
7th Grade Boys	7.5	8.0	8.5
Girls Head	16.5	17.0	17.5
Varsity Assistant Girls	12.0	12.5	13.0
J.V. Girls	12.0	12.5	13.0
8th Grade Girls	7.5	8.0	8.5
7th Grade Girls	7.5	8.0	8.5
Paulding-Boys 5 & 6	2.0	2.5	3.0
Paulding-Girls 5 & 6	2.0	2.5	3.0
Oakwood Boys & Girls 5 & 6	2.0	2.5	3.0
Softball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Wrestling			
Head	14.0	14.5	15.0
Assistant	9.0	9.5	10.0
Jr. High Head	7.0	7.5	8.0
Jr. High Assistant	6.0	6.5	7.0
5th and 6th Grade	2.0	2.5	3.0
Baseball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Assistant	9.0	9.5	10.0

<u>Position</u>	<u>Years of Experience</u>		
Track			
Boys Head	14.0	14.5	15.0
Boys Assistant	9.0	9.5	10.0
Jr. High Boys Head	7.0	7.5	8.0
Jr. High Boys Asst	6.0	6.5	7.0
Track			
Girls Head	14.0	14.5	15.0
Girls Assistant	9.0	9.5	10.0
Jr. High Girls Head	7.0	7.5	8.0
Jr. High Girls Asst	6.0	6.5	7.0
Volleyball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Freshman	8.5	9.0	9.5
Jr. High 8th	7.0	7.5	8.0
Jr. High 7th	7.0	7.5	8.0
5th & 6th Grade	2.0	2.5	3.0
Tennis Coach	9.0	9.5	10.0
Golf Coach	9.0	9.5	10.0
Cross Country			
Senior High	9.0	9.5	10.0
Assistant	4.0	4.25	4.5
Senior Class Advisor	2.0	2.5	3.0
Junior Class Advisor	3.0	3.5	4.0
Sophomore Class Advisor	2.0	2.5	3.0
Freshman Class Advisor	2.0	2.5	3.0
National Honor Society Advisor	3.0	3.5	4.0
H.S. Yearbook Advisor	8.0	8.5	9.0
H.S. Paper Advisor	2.25	2.75	3.25
7 th Power of Pen	1.0	1.5	2.0
8 th Power of Pen	1.0	1.5	2.0
M.S. Paper Advisor	2.25	2.75	3.25
Drama			
Head	13.0	13.5	14.0
Technical Director	4.0	4.5	5.0
Audio Visual Programmer	4.0	4.5	5.0
Musical Director	5.0	5.5	6.0
Weight Program	9.0	9.5	10.0

<u>Position</u>	<u>Years of Experience</u>		
Cheerleader Advisor			
Football:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 th	1.0	1.125	1.25
8 th	2.0	2.25	2.5
7 th	2.0	2.25	2.5
Basketball:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 th	2.0	2.125	2.25
7 th & 8 th	3.0	3.5	4.0
Pep Band	3.0	3.5	4.0
Flag Corps	4.0	4.5	5.0
H.S. Student			
Council Advisor	4.0	4.5	5.0
J.H. Student			
Council Advisor	3.0	3.5	4.0
O.E. Sixth Grade Council Advisor	1.0	1.5	2.0
Science Fair Advisor	3.5	4.0	4.5
Science Fair Advisor	3.5	4.0	4.5
Science Olympiad			
Middle School	4.5	5.0	5.5
Middle School	4.5	5.0	5.5
Science Olympiad			
High School	4.5	5.0	5.5
High School	4.5	5.0	5.5
High School Quiz Bowl	3.0	3.5	4.0
Engineering Team	3.0	3.5	4.0
H.S. Swing Choir	5.0	5.25	5.5
Barbershop Quartet	2.0	2.25	2.5
Jr. High Athletic Director	14.0	14.5	15.0
Marching Band Head	14.0	14.5	15.0
Asst. Marching Band Director	8.0	8.5	9.0
OE Memorial Day Program	1.0	1.5	2.0
FCCLA	3.0	4.0	5.0
FFA	4.5	5.0	5.5

For changes effective 7/1/04:

Employees holding current paid positions will remain at their current step.

Employees filling newly created positions will begin at step 0.

GRIEVANCE DECISIONS

LEVEL ONE Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

LEVEL TWO Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

LEVEL THREE Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

*Signature of the grievant and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

APPENDIX D – ASSAULT LEAVE

PAULDING EXEMPTED VILLAGE SCHOOLS

ASSAULT LEAVE

Approval of assault leave requires the completion of this assault leave form.

1. Name _____

2. Description of assault and reason for leave request.

3. Dates of leave if known _____

4. Was medical attention necessary? _____

5. If number 4 was answered yes attach physician's certificate showing the nature of the disability and duration.

Signature

Date

APPENDIX E – TUITION REIMBURSEMENT FORM

_____ SCHOOL YEAR
June 1, _____ through May 31, _____

TUITION REIMBURSEMENT FORM

Name _____

School in which enrolled _____

Course/Courses in which enrolled (include College or University Course Number and the Number of Semesters ~~per~~ or Quarter Hours)

Did you receive a stipend for this class? _____ Yes _____ No _____
If you answered yes, please attach documentation showing who paid the stipend and the amount.

Signature of Employee _____

Received By _____

Date/Time Received _____

Approved _____ Disapproved _____

The following must also be submitted as proof of completion by May 31 before any payment may be made:

1. Grade - Any one of the following:

- Letter from college/university
- Grade Slip
- Transcript

2. Proof of payment - Any one of the following:

- Cancelled check (bank statement)
- Credit card statement
- Receipt signed by college/university

APPENDIX F – EVALUATION FORM

EVALUATION FORM

TEACHER _____ GRADE _____ /SUBJECT _____

Note: Needs Improvement or Unsatisfactory ratings require appropriate recommendations and assistance.

A. <u>CLASSROOM ENVIRONMENT</u>	Commendable	Satisfactory	Needs Improvement	Unsatisfactory
1. Room is neat and orderly	_____	_____	_____	_____
2. Bulletin boards, appropriate	_____	_____	_____	_____
3. Displays learning materials	_____	_____	_____	_____
B. <u>TEACHER-STUDENT RELATIONSHIP</u>				
1. Students develop proper citizenship	_____	_____	_____	_____
2. Classroom control/discipline	_____	_____	_____	_____
3. Teacher has rapport/respect of students	_____	_____	_____	_____
C. <u>TEACHING TECHNIQUES</u>				
1. Ability to plan/prepare daily lessons	_____	_____	_____	_____
2. Skill in presenting subject area: directions, discussion, understanding	_____	_____	_____	_____
3. Ability to develop good work habits and attitudes	_____	_____	_____	_____
4. Provides for individual needs and differences	_____	_____	_____	_____
5. Uses available teaching materials and technology	_____	_____	_____	_____
6. Knowledge of subject area	_____	_____	_____	_____
D. <u>PROFESSIONAL CHARACTERISTICS</u>				
1. Enthusiasm for teaching	_____	_____	_____	_____
2. Informs principal on any change in procedure	_____	_____	_____	_____
3. Promptness and accuracy in records and reports	_____	_____	_____	_____
4. Is punctual: arrival, classes, meetings, leaving	_____	_____	_____	_____
5. Rapport/communicates with parents and community	_____	_____	_____	_____
6. Professional ethics, responsibility and educational growth	_____	_____	_____	_____
7. General communication with principal	_____	_____	_____	_____
8. Performs assigned duties	_____	_____	_____	_____

E. DATE AND TIME OF CLASSROOM OBSERVATION(S): First: _____

Second: _____ Third: _____

F. EVALUATION REPORT (See Article V, Section D)

G. RECOMMENDATIONS AND ASSISTANCE (See Article V, Section D)

H. TEACHER COMMENT

My signature indicates I have had a conference and read the above areas indicated on this form with my building supervisor. It does not necessarily mean that I agree with the building supervisor's assessment. Certain items may have been omitted because judgement could not be made at the time. Use additional pages if necessary to complete this form.

I understand that if I am dissatisfied with the results of this conference, I may request a hearing before the Board of Education. The Board will hold this hearing(s) before making any decision as to the length of contract to be offered to me.

Teacher's Signature _____ Date _____

Supervisor's Signature _____ Date _____

APPENDIX G

**Paulding Exempted Village Schools
OTES-Informal Walkthrough Observation**



Teacher:

Evaluator:

Date:

Start/End Time:

Grade/Subject:

Email Copy to:

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 the records of additional informal observations, will be used to inform the summative evaluation of the teacher.

Evaluator Observations:

Learning outcomes and goals are clearly communicated to students	<<goals>>
Content presented in accurate and grade appropriate manner	<<content>>
Instructional Practices observed during the lesson	<<practice>>
Student Format	<<format>>
Identify instructional materials being used	<<materials>>
Level of student work	<<studentwork>>
Formative Assessments observed	<<formative>>

Paulding Exempted Village Schools

I noticed:

I wonder:

What if:

Recommendations/Other Comments:

Walk Through

Paulding Exempted Village Schools

Your username will be recorded when you submit this form.

***Required**

1. **Evaluator ***

2. **Teacher ***

3. **Email ***

4. **Subject/Class ***

5. **Date:**

6. **Start/End Time:**

7. **Learning outcomes and goals are clearly communicated to students:**

Mark only one.

- Yes
- No
- Not Observed

8. Content presented is accurate and/or grade appropriate:

Mark only one.

- Yes
- No
- Not Observed

9. Instructional Practices observed during the lesson:

Check all that apply.

- Classroom Discussion
- Lecture
- Coaching
- Modeling
- Presentation
- Teacher Directed Question/Answer
- Hands-On Activity
- Testing
- Technology Driven
- Providing opportunity for practice
- Other: _____

10. Student Format:

Check all that apply.

- Whole Group
- Small Group
- Pairs
- Individual
- Other: _____

11. Identify Instructional materials being used:

Check all that apply.

Lab Activity

Real-World objects

Video

Content Specific Manipulatives

Overhead/board/flipchart

Student Created Materials

Computer app/software

Handheld Technology

Websites

Textbook

Worksheets

Published printed materials

Other: _____

12. Level of student work:

Check all that apply.

Recall/Remember

Understanding

Applying

Analyzing

Evaluating

Creating

13. Formative Assessments observed:

Check all that apply.

Short cycle assessment

Questioning/Discussion

Reflective Writing

Exit Cards

Graphic Organizers

Other: _____

14. I noticed

15. I wonder

16. What if?

17. Recommendations/Other Comments

Send me a copy of my responses.

APPENDIX H

Voluntary Pre-Conference Planning Form

1. What are the learning objectives for the lesson?
2. How are these linked to the standards?
3. What assessments are related to this lesson?
4. What are some of the formal and informal assessment techniques you use, and how are they used in your lesson planning?
5. What skills/information do students already need to be familiar with?
6. How will these connect with future learning?
7. How do you address the different learning styles and/or ability levels of your students?
8. Give a brief synopsis of what will take place in the observed lesson.
9. Will you incorporate whole group, independent, or collaborative learning in this lesson?
10. What resources and materials will be used in the observed lesson?

11. How will you check for student understanding during the lesson?
12. How do you communicate and interact with families?
13. How do you work with other school personnel to meet the needs of your students?
14. Give examples of communication and collaboration with your peers.
15. Describe how you grow in your professional field.
16. How do you reflect on and analyze your overall effectiveness?

APPENDIX I

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

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

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><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'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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 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>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>
	<p>Evidence</p>				

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	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.
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (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	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</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 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 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 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> <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	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (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				

Teacher Performance Evaluation Rubric

Reinforcement	Refinement
----------------------	-------------------

My signature indicates I have had a conference and read the above areas indicated on this form with my evaluator. It does not necessarily mean that I agree with the evaluator's assessment. Certain items may have been omitted because judgment could not be made at the time.

Teacher's Signature

Date

Evaluator's Signature

Date

Teacher Performance Evaluation Rubric

Reinforcement	Refinement
----------------------	-------------------

My signature indicates I have had a conference and read the above areas indicated on this form with my evaluator. It does not necessarily mean that I agree with the evaluator's assessment. Certain items may have been omitted because judgment could not be made at the time.

Teacher's Signature

Date

Evaluator's Signature

Date

APPENDIX K

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 Skilled level or above.

APPENDIX L

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u> Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u> supports needed, resources, professional development 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> <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		
<p><i>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</i> <i>Goal Statement:</i> <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.

APPENDIX M



Paulding Exempted Village Schools

Student Growth Measure/Student Learning Objective

Teacher Name: _____

Content Area and Course(s): _____

Grade Level(s): _____

Academic Year: _____

Student Growth Measure/Student Learning Objective

STEP 1

Baseline and Trend Data

- What information is being used to inform the creation of the SLO

Student Population

- Total Number of Students
- List the Course and grade level
- Describes the student population and consider any factors that may impact student growth

STEP 2

Interval of Instruction

- Please check what length applies to course

_____ Year Long

_____ Semester

Standards and Content

- What content will the SLO target?
- To what related standards is the SLO aligned?
- Please list all standards that will be addressed.

STEP 3

Assessment(s)

- What assessment(s) will be used to measure student growth for this SLO?
- Is this self-created or an assessment from a resource? If so, what resource?
- Provide a plan for combining assessments if multiple summative assessments are used-If applicable

Please check which type of assessment is appropriate.

_____ District Assessment

_____ Individual

_____ Grade Level

This form was approved for stretch and validity by the grade level or department team

Growth Target(s)

- If not using a target/subgroup- All students in the class have a growth target in at least one SLO?
- List, insert or attach the growth targets.

Rationale for Growth Targets(s)

- Explain why/how you chose the growth targets

Teacher:													
Date Approval Date:													
Baseline and Trend Data		Student Population		Interval of instruction		Standards and Content		Assessments		Growth Targets		Rationale for Growth Target(s)	
Not Met	What Information is being used to inform the creation of the SLO	Met	Listed: Total number of students, course and grade level		Check length of class	Not Met	What content will the SLO target?		What assessment will be used to measure student growth for this SLO?		If not using a target/subgroup-All students in the class have a growth target in at least one SLO?		Explain why/how you chose the growth targets.
Comment:		Comment		Comment		Comment		Comment		Comment		Comment	
			Describes the student population and considered any factors that may impact student growth			Met	To what related standards is the SLO aligned?		Is this self-Created or an assessment from a resource? If so what resource?	Met	Growth Targets are listed.		
		Comment				Comment		Comment		Comment			
							Standards are listed		Provide a plan for combining assessment if multiple summative assessment are used-if applicable				
						Comment		Comment					
									Checked whether district, individual, or grade level.				
								Comment					
									Box was checked for approval				
								Comment					

APPENDIX N

Memorandum of Understanding

This memorandum of Understanding by and between the **Paulding Education Association** (hereafter the "Association") and the **Paulding Exempted Village School District Board of Education** (hereafter the "Board").

Whereas, the Board and the Association are parties to a **Collective Bargaining Agreement** (hereafter the "Agreement"), the effective dates of which are July 1, 2006 until June 30, 2009

Whereas, the Board has contracted with the **Vantage Career Center** (hereafter called **VCC**) whereby the **VCC** will provide an **Agricultural Education** program and **Family Consumer Science** program for **Paulding Exempted Village School District** students desiring to enroll in such curriculum; and

Whereas, this decision will result in the **Agricultural Education** program and **Family Consumer Science** position with the Board being eliminated; and

Whereas, this elimination is not reduction in force under the law, and

Whereas, the Agreement contains a provision providing the process for reducing in force members of the bargaining unit; and

Whereas, the parties desire that the elimination of the **Agricultural Education** position and the **Family Consumer Science** position be treated as a reduction in force so that the individuals currently employed by the Board in the **Agricultural Education** position and **Family Consumer Science** position retains seniority and recall rights provided in the Agreement.

Now Therefore, it is hereby Agreed as follows:

1. The Board shall reduce in force **Nora Sue Helle** (**Family Consumer Science Specialist**) and shall suspend her employment contract with the Board.
2. The Board shall reduce in force **Sarah Noggle** (**Agricultural Education Specialist**) and shall suspend her employment contract with the Board.
3. These suspensions are only agreed upon if these individuals are hired by **VCC** for the purposes of being **Satellite teachers** located at **Paulding Exempted Village School District** and are hired at the existing seniority they are at presently.
4. These two employees will be eligible to receive **45 severance days** as agreed to in **Article VII Section J** of the **PEA negotiated Agreement**. The **BOE** will pay the difference between the

negotiated contract that VCC has and PEA has concerning the severance day issue.

5. Supplemental Positions will be created for the 2008-2009 school year. These positions will be served by the individuals that will be the Satellite instructors and according to Article VII, Section B, Number 3 of the negotiated agreement, these positions are necessary and will be created. The pay for these positions may possibly be paid by the profit received from this agreement between PEVS and VCC.

- a. FFA - Sarah Noggle - at 6 + years
- b. FCCLA - Nora Sue Helle - at 6 + years

	Years of Experience		
	(0-2)	(3-5)	(6 +)
FCCLA	3.0	4.0	5.0
FFA	4.5	5.0	5.5
	4.5	5.0	5.5

6. If at any time discontinuation of this program occurs, the satellite employees will return to the associate district's employment at their total years of seniority from both PEVS and VCC and retain all previous employment practices and benefits from PEVS when employed there.

This Memorandum will be added to the negotiated agreement as an appendix until such time both Sarah Noggle and Nora Sue Helle have retired from teaching.

Executed this 16th day of April, 2008

Paulding Exempted Village School District Board of Education

Patricia J. Ross
Superintendent

Robert A. Givige
Board Treasurer

Paulding Education Association

Jan Kohart
Association President

Randall Jones
Association V. President

APPENDIX P

**Paulding Exempted Village Schools
Interim Limited Contract for Regular Teaching Duties**

It is hereby agreed by and between _____, hereinafter called the teacher and by the Paulding Exempted Village Board of Education, Paulding County, Ohio, hereinafter called the Board as follows:

The Board agrees to appoint and employ the teacher on an interim basis for the purposes of filling a temporary vacancy for the period beginning _____ and ending _____, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended.

The teacher accepts the provisions of the law pertaining to the State Retirement System as part of this contract and as a condition of the employment provided for herein. The said employment is subject to all provisions of law with the exception of the following:

- 1) This contract is issued with no expectation of continued employment beyond its term;
- 2) This contract automatically expires without further action from the Board;
- 3) The interim teacher is exempted from the evaluation and nonrenewal provisions contained in the Master Agreement between the Association and the Board and also, Ohio Revised Code Sections 3319.11 and 3319.111;
- 4) The teacher has no displacement rights pursuant to the RIF procedure contained in the Master Agreement between the Association and the Board.

In consideration of the service rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the School District whether existing or hereafter adopted. The initial compensation to be paid under this contract, according to the existing salary schedule shall be at the rate of _____ dollars (\$_____) per annum to be paid in _____ equal installments. Such duties shall be performed by the teacher during the _____ to _____ school year beginning _____ and ending _____. The teacher agrees that in the performance of his/her professional duties he/she will abide by and maintain the applicable law and the rules and regulations of the Board and all provisions of the Master Agreement between the Board and the Association. The teacher agrees to teach the number of school days as prescribed by the Board during the term of this contract.

The teacher affixing his/her signature hereto represents that he/she has been notified as required by Section 3307.58 of the Ohio Revised Code of his/her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teacher's Retirement System as a condition of employment.

The President and Treasurer of the Board by affixing their signature hereto, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher upon request.

Failure to sign and return this contract to the Treasurer's office by _____ will be considered null and void after said date.

Signed _____ Date _____
President-Board of Education

Signed _____ Date _____
Treasurer-Board of Education

Signed _____ Date _____
Teacher

PLEASE SIGN AND RETURN ONE COPY TO THE SUPERINTENDENT'S OFFICE