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MASTER AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION

PERRYSBURG EXEMPTED VILLAGE SCHOOL DISTRICT

AND

THE PERRYSBURG EDUCATION ASSOCIATION

Effective from August 1, 2019 through July 31, 2021

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ARTICLE I. ORGANIZATIONAL RIGHTS

A. Recognition

1. This Agreement is entered into by and between the Board of Education of the Perrysburg Exempted Village School District, hereinafter called the Board, and the Perrysburg Education Association, hereinafter called the PEA.
2. The Board recognizes the PEA, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for all full and part-time teachers as defined in this Master Agreement.
3. The Board agrees not to negotiate with any one of, or group of, the Members other than the PEA for the duration of this Master Agreement.
4. The Board agrees, in principle, not to sub-contract current PEA positions. Should the Board consider sub-contracting any bargaining unit positions, they agree to meet with the PEA in advance to discuss such considerations.
5. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, disability, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.
6. Advances in technology may allow for the development of technologically innovative methods of instruction. The terms “Blended Learning,” “Online learning” or “Distance Learning” as used herein refer to instruction where the Member and the student are separated geographically so that face to face communication is absent; communication is accomplished instead of by one or more technological media. No Member’s contract shall be suspended under Article XVI (Reduction in Force) as a result of implementing such instruction. Nothing in this paragraph (A)(6) shall permit the Board to provide “blended,” “online,” or “distance learning” for a course or class that a member of the bargaining unit is teaching or in the previous school year taught if that member is still employed and is still licensed to teach.

B. Definitions

1. Board: The locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.
2. Superintendent: The executive officer of the school district.
3. Member: For all full and part-time teachers: A person certificated and employed by the Board. This includes all classroom teachers, special teachers (art, reading, music, physical education, speech and hearing, CBI, special education),

department heads, coordinators, guidance counselors, librarians, nurses, psychologists, hourly rated teachers, and all substitute teachers working more than sixty (60) days in the same teaching assignment. Excluded from this definition are administrators, intern psychologists, and casual substitute teachers.

4. Administrative Staff: Includes principals, assistant principals, superintendent, and athletic director if paid as an administrator, or a person who fills a new position created by the Board of Education who has responsibility to hire, fire, evaluate, or to recommend such action as a part of the job description.
5. Member: A teacher who is a member of the bargaining unit covered by this Agreement.
6. Agreement: This written Master Agreement.

C. Payroll Deduction

Payroll deductions will be continuous and provided without cost to the bargaining unit members for the following: a) Member dues, b) Credit Union, c) United Way d) Tax Sheltered Annuities, e) Insurance (life, dental, health), f) EPAC and g) Others as agreed upon.

- D. The PEA shall represent any professional staff member who is included as a “Member” in definition B-3 above. Each person included in this definition shall be represented by the Association equally and without discrimination, regardless of membership or non-membership in the PEA.
- E. The Administration will provide a copy of this Master Agreement to all certificated staff members. Copies will be distributed by the PEA and/or the Administration. Whenever this Master Agreement requires the provision of copies or notice, an electronic copy or notice is sufficient unless the specific provision precludes copies or notices electronically.
- F. There will be no reprisals of any kind taken against any Member by reason of his membership in the PEA or participation in any of its lawful activities.
- G. Nothing contained herein will be construed to restrict or deny to any professional staff member's rights they may have under law.
- H. Representatives of the Perrysburg Education Association are granted up to an aggregate of eight (8) days annually for conference purposes. The unused portion is not accumulative from year to year.
- I. Long-term substitutes shall continue to be paid in accordance with Board policy and the Ohio Revised Code, i.e., after 60 consecutive days in the same assignment, long-term substitute teachers will be paid at the District’s negotiated base salary (Step 0, B.S. on salary schedule). After the 60th consecutive day in the same assignment, long-term substitutes will begin accumulating sick leave (Article XIII(E)) and will be eligible for personal leave (Article XIII(A)) and insurance benefits (Article XXV) in accordance with

this Agreement. The one-year limited contracts of substitutes in the bargaining unit shall automatically expire at the end of the school year, without further action by or notice from the Board; this sentence supersedes O.R.C. 3319.11.

J. Reemployment of Retirees

1. When a teaching vacancy exists which the Board may fill by hiring a properly certificated teacher who was not already employed by the Board, the Board may consider an employee retiree for any such vacancy upon the recommendation of the Superintendent. A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification or license and background for public school teaching in Ohio.
2. A retiree shall be paid at her/his level of training and granted a maximum of three years' experience, regardless of the duration of her/his employment as a reemployed retiree and placed on step three (3) on the salary schedule.
3. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of employment of a retiree through offering a new one-year limited contract which automatically expires shall be at the discretion of the Board upon recommendation of the Superintendent. A retiree is not eligible for a continuing contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11.
4. A retiree shall accumulate and use sick leave, but shall not be entitled to severance pay upon conclusion of the employment as a retiree.
5. Unless otherwise required by Ohio law, a retiree shall not be entitled to participate in medical insurance provided to other bargaining unit members but shall be eligible for dental and vision coverage.
6. A retiree shall not accumulate seniority in the bargaining unit.
7. This provision supersedes any differing or inconsistent terms of other provisions of the Master Agreement or of the Ohio Revised Code which pertain to teacher employment, including, but not limited to, provisions of the Agreement and Statutes pertaining to Member salary and salary schedule advancement, contract status, duration of contract, procedural requirements for non-renewal, evaluation requirements related to Member contract non-renewal, seniority and severance pay.

K. Documents

The Board agrees to supply the Association upon reasonable request within a reasonable time all public documents relating to financial, enrollment, budget, and other data

necessary to prepare proposals for negotiations. The Board agrees to supply the Association with all Board policies and procedures, etc.

L. Use of Facilities

The Association and its representatives shall have the right to use school buildings before and after school hours for meetings, provided that special custodial services are not required and such use does not interfere with student or other school activities or operations. The Board may make a reasonable charge when custodial services are required. The Association must give the particular principal reasonable advance written notice of its desire to use a particular building and the date and time of any meetings.

M. Use of Equipment

The Association shall have the right to use school equipment, all technology, and communications equipment. The Association shall pay for the reasonable cost of such equipment and all materials and supplies incident to such use. The Association will hold the Board harmless for loss or corruption of data of the District due to the Association's use.

N. Official Business

1. Duly authorized representatives of the Association shall be permitted to transact official Association business with the Board on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or activities.
2. Association representatives (Members) engaged during the school day on behalf of the Association in negotiations, mediation, bargaining grievances or arbitration with any representative of the Board shall be released from regular duties without loss of salary, if the administration or Board schedules or agrees to a meeting/conference for such purposes during the teacher workday. Such appearance(s) shall not be charged against any other leave in this Agreement.

O. Bulletin Boards and Use of Mail

The Association shall have the right to post notices of Association business on teacher bulletin boards in faculty planning rooms and use available campus mail service, school mail boxes and school e-mail for communications. At least one (1) teacher bulletin board shall be provided in each school building. The Association will hold the Board harmless for loss or corruption of data of the District due to the Association's use.

P. No Partisan Activity

In using Board premises, equipment or property under Sections (L), (M), (N), or (O) above, the Association and its agents and representatives shall not engage in partisan

political activity and shall not promote, support, or oppose any candidate(s) for public office.

Q. Criminal Records Checks

All employees newly employed by the District shall be conditionally employed until the Board receives the results of a criminal records check from both the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation. If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.31 (B)(1), the individual shall be informed that he/she is being released from conditional employment and the reason, i.e., the report from Bureau of Criminal Identification and Investigation or the Federal Bureau of Investigation, for the release. No individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the conditional employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest a conditional employee's release from conditional employment by the Board.

ARTICLE II. MANAGEMENT RIGHTS

The Board retains all rights, which do not conflict with state and federal law, except as limited by the express and specific terms of this Master Agreement. In the event that the specific terms of this Master Agreement conflict with the rights of management, then the specific terms of this Master Agreement will be controlling.

ARTICLE III. NEGOTIATIONS PROCEDURES

A. Relation to Law

Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code except that the parties agree to follow the mutually agreed dispute resolution procedure contained in the Paragraph B and except that negotiations taking place during the term of the Master Agreement shall take place pursuant to the provisions of Paragraph D below.

B. Bargaining Process

1. Either the Association or the Board may initiate negotiations by letter of submission forwarded by the Association to the Superintendent or by the Superintendent to the President of the Association. In the absence of the Superintendent, requests shall be submitted directly to the Board President. The letter of submission must be forwarded to the other party by April 15 of the year in which this Agreement expires.
2. The parties shall hold their first negotiation session by May 1, unless a mutually satisfactory earlier or later date is agreed upon. At the initial session, the parties will exchange their complete proposals. Each proposal shall fully set forth that to

which agreement is sought. Submission of topical listings will not be permitted. After the initial session, proposals on new issues may not be submitted, except by mutual agreement.

3. Each negotiating team may consist of no more than seven (7) persons, one of whom may be a consultant or attorney. Either party may use a consultant or attorney as spokesperson for its team. No substitutes will be permitted without the consent of the other party. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.
4. When the parties reach a complete tentative agreement the Agreement shall be presented to the Association for its approval. Upon ratification by the Association, the Agreement will be presented to the Board for adoption.
5. Unless otherwise mutually agreed by the parties, all costs and expenses, including payment of consultants, shall be borne by the party incurring the cost or expense.

C. Alternate Impasse Procedures

1. Pursuant to Section 4117.14 (C)(1) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed-upon dispute resolution procedures. The parties further agree that all other sections of ORC 4117 and 4117.14 not specifically referred to in these procedures will apply.
2. The parties mutually agree that if a complete tentative agreement is not reached by May 31, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS). These negotiations in the presence of a Federal Mediator may be extended by mutual agreement. The parties are bound contractually to negotiate in good faith during the period before the FMCS personnel are available to work with the parties.
3. If a complete tentative agreement is not reached through the mediation process by June 30, either the Board or the Association may request that a fact-finding panel be created. Within fifteen (15) days after receipt of a request for a fact-finding panel, the parties shall appoint fact-finding panel members as follows:
 - a. The Board shall select one member.
 - b. The Association shall select one member.
 - c. These two members will select a third member who will serve as chairperson. Should they fail to agree, the third party shall be obtained through the American Arbitration Association according to its voluntary rules and regulations, except that the list shall consist of seven (7) arbitrators with an office or residence in Ohio.

- d. This panel will have the authority to call witnesses, hold hearings, and confer with any parties deemed advisable to effect a recommendation to the Board and to the Association.
 - e. All hearings by this panel shall be in closed sessions and no news releases shall be made concerning progress of the hearings until the written recommendations are issued.
 - f. The panel shall confer with both parties and shall submit a written report of its recommendations to the Board and the Association within fourteen (14) days after the chairperson is selected unless the Board and the Association agree to a later date. The fact-finding panel shall make recommendations for settlement of issues at any time during this fourteen (14) day period. The written recommendation of the fact-finding panel shall be presented within thirty (30) days of issuance to the Association and then to the Board for acceptance or rejection.
 - g. Each party will pay the expenses of its own representative on the panel. The expenses of the chairperson will be shared equally by the Board and the Association.
 - h. If agreement has not been reached by the conclusion of the thirty (30) day period for acceptance or rejection of the fact-finding report then the Association has the right to strike pursuant to provisions of ORC 4117.14 and the Board may exercise its rights.
- D. Should either party seek to open negotiations during the term of the Agreement over a mandatory subject of bargaining not bargained during negotiations leading to this Agreement, that party must serve notice to negotiate to the other party. Upon receipt of the notice, the parties will bargain for not more than fifteen (15) calendar days. Should the parties reach impasse after fifteen (15) days of negotiations, the parties agree to submit all unresolved issues to mediation for a period of seven (7) days using the assistance of the Federal Mediation and Conciliation Service. Should agreement be reached and ratified by both parties, such agreement is incorporated into the current Agreement. If agreement is not reached, the Agreement will continue unchanged for its duration.
- E. The PEA President will submit the names of the members of the negotiating team to the Superintendent.

ARTICLE IV. IMPLEMENTATION AND AGREEMENT

This Agreement will become effective upon its ratification by the PEA and the Board. It may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than thirty (30) days following a written request for such meeting by

either party. Negotiations shall be conducted in accordance with the procedures in this Agreement, but such amendment proposals shall not be permitted during the negotiations period defined in Paragraphs B of Article III, above, except by mutual consent of both parties.

ARTICLE V. SEVERABILITY

Should any article, section or clause of this Agreement become unlawful, said article, section, or clause shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect for the duration of the Agreement. The Board agrees to bargain with the Union over the impact of such unlawfulness and to bring the Master Agreement into compliance. Such bargaining shall occur under Article III(B).

ARTICLE VI. ASSOCIATION MEMBERSHIP

A. Payroll Deduction of Dues

The Board agrees to deduct from the pay of employees dues for PEA when so authorized by the employee and to remit dues to PEA/OEA monthly. Payroll deductions shall be continuous and shall continue for successive periods of one year, unless written notification of termination is received by the PEA and Treasurer. Association dues shall be deducted consistent with pay periods, between October and May.

B. Indemnification of the Board

1. The Association agrees to indemnify the Board, including its officers, members, employees, and agents, for any cost and liability incurred as a result of their implementation and enforcement of this Article provided that:
2. The Board shall give the Association a twenty (20) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
3. The Association reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Board shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client, i.e., the Board. In no event shall the Association impose such representation upon the Board as will create or foster a conflict of interest;
4. The Board shall give full and complete cooperation and reasonable assistance to the Association and its counsel at all levels of the proceeding;
5. The Board shall permit the Association and/or its affiliates to intervene as a party;

6. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligation herein.

C. Fair Share

If during the term of this Agreement the decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. ____ (2018), is overruled, the provisions from Article VI regarding fair share shall revert to the provisions in the 2016-2019 Master Agreement.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is defined as a claim by a Member, group of Members, or the Association to enforce its rights under the Agreement or on behalf of one or more Members (hereafter called the grievant) claiming that there has been a violation, misinterpretation or misapplication of the Master Agreement, policies and procedures that pertain to compensation, and terms and conditions of professional employment.
2. A day shall be defined as a school calendar day for which Members are compensated during the regular school year but Mondays through Fridays (other than federal holidays) during the summer vacation period.
3. It is expressly understood and agreed that member(s) of the bargaining unit may not file a grievance to contest some alleged mistreatment of that member(s) by the Association.
4. See Article X, Section L for Expedited Grievance Procedures pertaining to Teacher Evaluations.

B. General Provisions:

1. There shall be no reprisal against a person or persons who initiate or participate in a grievance according to the agreed-upon procedure.
2. A grievance may be withdrawn at any level without prejudice.
3. Time limits specified in the procedure may be altered by mutual agreement of the grievant(s) and Superintendent or Board of Education.
4. During all phases of the grievance process the PEA and/or its representatives have the right to be present.
5. The fact that a Member files a grievance shall not be utilized in denying promotions or for employment recommendations.

6. Hearings and conferences under this procedure will be conducted at a time and place, which will afford a fair and reasonable opportunity for all interested parties and witnesses to be present, provided that hearings before Step 5 shall not be conducted during the teacher work day.
7. The Association President and the Superintendent/designee may agree in writing that Steps 1 and 2 can be conducted with the Superintendent/designee and thus take the place of Step 3 when the grievance seeks a remedy for the Association as an organization or for all members of the bargaining unit. At any step, if the appropriate administrator/Superintendent or designee does not reply within ten (10) days or denies the grievance, the grievance may be advanced to the next step.

C. Step 1:

Within fifteen (15) days from the date of the event-giving rise to a grievance, the grievant shall complete the form in Appendix G and request an informal meeting with the appropriate administrator for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within fifteen (15) days after the grievant knew or should have known of the act or condition, on which the grievance is based, the grievance shall be considered waived.

D. Step 2:

If the grievance is not resolved at Step 1, the grievant shall, within five (5) days, present to the administrator with whom the grievance was initiated with a written explanation of the grievance, citing the specific section of the Master Agreement that has been violated and the relief sought.

Within ten (10) days of the receipt of such claim, the appropriate administrator shall render a decision on the grievance in written form, one copy of which will be sent to the grievant and a second copy will be sent to the President of the Association and the Superintendent.

E. Step 3:

If the grievant is not satisfied with the written decision of the appropriate administrator, the grievant shall, within ten (10) days of receipt of the decision, send a written request for a hearing before the Superintendent. In addition to the request, the grievant shall include the written explanation of the grievance originally submitted at Step 2. A copy of the request and the grievance shall be sent to the President of the Board of Education by the President of the Association. The grievant and the Superintendent or designee may each have a representative present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent will render a decision on the grievance within ten (10) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the appropriate administrator and the President of the Board of Education.

F. Step 4: Mediation

If the Step 3 procedure does not resolve the grievance, the grievant, with the written concurrence of the Association, may within ten (10) days of receipt of the decision, send a written request to the Superintendent for assistance through the Federal Mediation and Conciliation Services (FMCS). Should the parties mutually agree to mediation, the parties will hold mediation as soon as practical following the selection of the mediator, but in no event more than thirty (30) calendar days from the appeal date unless mutually agreed upon by the parties. The grievant and the Superintendent or designee may each have representation present at the mediation. If no agreement is reached through the assistance of FMCS, the grievance shall advance to Step 5. Should FMCS not be available for mediation, the Board and Association will mutually agree on a mediator and share in fifty percent (50%) of the cost of mediation.

G. Step 5: Arbitration

If the Association is not satisfied with the Step 4 mediation, it may within thirty (30) calendar days of the Step 4 mediation, advance the grievance to arbitration by giving simultaneous written notice of such appeal to the American Arbitration Association and the Superintendent. Unless the parties mutually agree to expedited arbitration pursuant to the American Arbitration Association rules for expedited labor arbitration, the procedural format will be the American Arbitration Association Rules for Voluntary Labor Arbitration. The Arbitrator shall be selected and conduct an arbitration pursuant to the appropriate rules of the American Arbitration Association.

The Arbitrator shall render his 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 and his decision, when so rendered as required by law, will be final and binding on the parties and may be enforced by any court of competent jurisdiction. The Board and the PEA will bear their own grievance process and arbitration expenses individually and share the Arbitrator's fee and expenses equally.

The jurisdiction and authority of the Arbitrator and his opinion and award will be limited to the interpretation of the written provisions of this Agreement. The Arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement.

In any arbitration proceeding where a question concerning the Arbitrator's jurisdiction over the grievance is raised, the Arbitrator will make a separate decision on the question of his jurisdiction. In his decision the Arbitrator will first rule upon the jurisdictional issues and, if he determines he has no jurisdiction, he will make no decision or recommendation concerning the merits of the grievance. Nothing contained herein will prohibit the Arbitrator from taking all evidence of the jurisdictional issues and merits of the grievance in a single hearing.

ARTICLE VIII. TEACHER CONTRACTS

A. Regular Contracts

1. Individual contracts are between the Member and the Board but will be subject to the provisions of the Master Agreement.
2. Sequence of Limited Contracts
The length of limited contracts that are offered to members will be as follows:
 - a. First contract – one year
 - b. Second contract – one year
 - c. Third contract and each contract thereafter – two years
 - d. Members enrolled in the Ohio Resident Educator Program will receive one-year contracts until they have successfully completed the program, at which time they will be eligible for a two-year contract.
3. Said contracts shall contain the following information:
 - a. Name of the Member.
 - b. Name of the school district and Board employing said Member.
 - c. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.
 - d. Annual compensation to be paid.
 - e. If limited, the number of days in the contract year and the beginning date. If continuing contract, number of days in the contract year will be contained in salary agreement.
 - f. Anticipated subject(s) and/or grade(s) to be taught for the next school year and areas of certification and/or licensure. Enrollment fluctuation may change the assignments at any time.
 - g. Provision for the signature and date of the Member being contracted, the Treasurer, and the President of the Board of Education.
4. All Members shall be paid by direct deposit over 26 pays.
5. Newly hired teachers whose first day of work in a school year is prior to September 1st will be paid by 27 pays.

B. Supplemental Contracts

1. Supplemental contracts will be entered into with each professional staff member who is to perform duties which are in addition to such professional staff member's regular duties and for which compensation is authorized. Such contracts will be limited contracts. Each applicant for a supplemental position will be rated using a maximum scale of 100 points, with 5 added points awarded to any applicant who is a Member in the District. The position will be awarded to the applicant with the highest number of rating points, including the added 5 for unit members.
2. In addition to specifying additional duties, said contracts will include all information except item F stated in Section A3, above.
3. Members performing seasonal activities supplementals have the option of a lump sum payment upon completion of the seasonal activity or payment in accordance with the following schedule; if the option of a lump-sum payment is chosen, a separate check will be issued for payment of such supplemental contract with the following provisions:
4. Full year activities – Members performing full year activities will have the option of 26 pays or a lump sum payment at the completion of the supplemental, or they may opt to have their pay spread over the entire contract year. For those choosing to spread their pay, the first day shall begin within 30 days of the member submitting their signed contract to the Treasurer's office. Notification of the member's choice of pay must be noted on the contract and returned to the Treasurer's office by September 1. If no notification is received, the Member will be paid in accordance with the lump sum payment option.

Fall activities – pay starts with the first payroll on or after September 1 and continues for four additional pays. Notification must be received in the Treasurer's Office by the first day of school. For the lump sum option: verification forms for fall activities are due by November 15. A separate payroll will be run on or about November 30th of each year to pay all fall supplementals. Should a Member miss the deadline to submit the verification form with supervisory approval for payment, the supplemental pay will be included in the Member's next regular paycheck following submission of the completed verification form, or at the Member's request, held until the next supplemental lump sum payroll date.

Winter activities - pay starts with the first pay on or after November 1 and continues for four additional pays. Notification must be received in the Treasurer's Office by October 15. For the lump sum option: verification forms for all winter activities are due by March 15. A separate payroll will be run on or about March 30 of each year to pay winter supplementals. Should a Member miss the deadline to submit the verification form with supervisory approval for payment, the supplemental pay will be included in the Member's next regular

paycheck following submission of a completed verification form, or, at the Member's request, held until the next supplemental lump sum payroll date.

Spring activities – pay starts with the first pay on or after March 1 and continues for four additional pays. Notification must be received in the Treasurer's Office by February 15. For the lump sum option: verifications forms for all spring activities are due to be submitted to the Treasurer's office by June 1. A separate payroll will be run on or about June 15 of each year to pay spring supplementals. Should a Member miss a deadline to submit the verification form with supervisory approval for payment, the supplemental pay will be included in the Member's next regular paycheck following submission of a completed verification form, or, at the Member's direction, held until the next supplemental lump sum payroll date.

Summer activities – pay starts with the first pay on or after June 1 and continues for four additional pays. Notification must be received in the Treasurer's Office by May 15. For the lump sum option: verification forms for all summer activities are due to be submitted to the Treasurer's office by September 1. A separate payroll will be run on or about September 15 of each year to pay summer supplementals. Should a Member miss a deadline to submit the verification form with supervisory approval for payment, the supplemental pay will be included in the Member's next regular paycheck following submission of a completed verification form, or, at the Member's direction, held until the next supplemental lump sum payroll date.

ARTICLE IX. JOB OPENINGS

- A. All Member vacancies will be emailed to all Members and posted on the Perrysburg web page at the beginning of the posting period. Time between posting and consideration for the position shall be at least five (5) working days or, between the last contract day of one school year and the first contract year day of the next school year, seven (7) calendar days.
- B. If there is a vacancy in a specific building, the principal will notify the staff via the building conference email. Interested staff members will have three (3) days notification to provide written interest of a reassignment to that building principal. An electronic notification shall be sent to that Member from Human Resources as acknowledgement of receipt.
- C. Any Member interested in moving to a new position in a different building must initiate the transfer request in writing through the internal application process to the Director of Human Resources and the building principal. An electronic notification shall be sent to that Member as acknowledgement of receipt
- D. Requests for reassignments or transfers will be considered before any vacancy is filled by a new employee. The Board agrees to give due consideration to the professional background and attainments of all applicants for job openings. All current Members

applying for a posted position shall be afforded an opportunity for an interview.

- E. The Board agrees to meet upon the request of the PEA President in March of each year with the PEA Leadership to review staffing needs for the following school year.
- F. The procedure outlined above will not restrict the Board from going outside the system in an effort to find the best-qualified candidate available.
- G. No vacancy will be filled except in compliance with the above procedure.
- H. Notice of transfer from one building to another or reassignment within the same building will be given to Members whenever possible prior to June 1 preceding the school year in which the transfer is to take place.
- I. In case of an involuntary reassignment, the following procedure will apply:
 - 1. Should a Member be subject to involuntary reassignment, a conference will be held with the Member and the reassigning administrator; a PEA representative may attend. The reason for the reassignment will be explained to the Member.
 - 2. An involuntary transfer may not be for arbitrary, capricious, or unreasonable reasons or in retaliation for the Member's exercise of protected rights.
 - 3. Procedures for transfer (Section J of this Article) shall apply to involuntary transfers.
- J. A Member who applies for but does not receive a new position (different grade level or building) will be offered a chance to meet with the Superintendent to receive the reasons for the denial of the Member's request for a new assignment. A PEA representative may attend, as may another administrator at the invitation of the Superintendent. Such denial may not be for arbitrary, capricious, or unreasonable reasons or in retaliation for the Member's exercise of protected rights.

K. Definitions

VACANCY - An unoccupied certificated staff position, an open position for purpose of transfer, or a newly created position that has been determined to be filled.

TRANSFER – Building to building if there is a change in the primary assignment.

REASSIGNMENT – A change in grade level or department within the same building (K-12).

ARTICLE X. MEMBER EVALUATION

The following policy applies to District employees who meet one of the following categories and are not substitutes or adult education instructors:

- A Member working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
- A Member working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
- A Member working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
- A Member working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

A. Observation and Evaluation Procedures

The district has elected to evaluate “Accomplished” teachers once every three (3) years consistent with ORC 3319.111.

The district has elected to evaluate “Skilled” teachers once every two (2) years consistent with ORC 3319.111.

The district has elected to evaluate “Developing” and “Ineffective” teachers annually consistent with ORC 3319.111.

Formal observations will include entire lesson or class period of at least thirty (30) minutes.

Evaluators in evaluation documentation (formal observations, documented walkthroughs and summative evaluations) shall rely only on school records or substantiated information. Members shall have ten (10) school calendar days beyond the observation conference to present evidence to support/refute classroom observations. The evaluator will be considered to have met the deadlines of this Article if the evaluator completed his/her responsibilities timely but altered, amended or supplemented his/her evaluation activities or documentation based on the Member’s presentation.

B. Timeline and Annual Deadlines

1. Formal Observation Timelines

No formal observation shall be made during the first ten (10) student attendance days of the year or ten (10) school calendar days from date of hire, whichever comes later.

The evaluator shall notify the Member of the intended formal observation and of the date and time of the pre-observation conference at least five (5) school calendar days before the observation. The pre-observation conference shall occur 1-2 days before the formal observation. Each formal observation shall be

followed by a conference at which time a written observation report will be given to the Member. This conference will take place within five (5) school calendar days of the formal observation. There should be at least fifteen (15) school calendar days between formal observations, unless the Christmas/New Year's break intervenes, in which case at least ten (10) school calendar days.

2. Documented Walkthroughs.

The evaluator shall conduct two (2) to five (5) documented walkthroughs for purposes of the annual evaluation. A copy of the document summarizing the time, date, and comments on the walkthrough shall be given to, or sent to the Member in written form within seven (7) school calendar days after the walkthrough. Each documented walkthrough must consist of no more than fifteen (15) minutes in the Member's classroom.

3. The timelines stated in paragraphs (B) (1), (2) and (4) (except for May 1) shall be reasonably modified by the evaluator due to the absence(s) of the Member or evaluator with the mutual agreement of the Member, which agreement shall not be unreasonably withheld.

4. Formal Classroom Observation Deadlines.

The annual deadlines for conducting formal classroom observation are as follows:

For Limited Contract and Continuing Contract Members:

- the first observation will take place by the end of the first semester.
- the second (and third if required) observation will take place by May 1 unless the evaluator intends to recommend nonrenewal, in which case the second and third observations will take place by April 15.

For "Accomplished" Members:

- the observation will take place by May 1st.

5. Evaluation Summary Deadlines:

The deadlines for writing the annual evaluation summary including the evaluation conference are as follows:

For Limited Contract Members, the evaluation summary will be completed by May 1 and the conference will be held, and the evaluation report given to the Member, by May 10.

For Continuing Contract Members, the evaluation summary will be completed by May 1 and the conference will be held, and the evaluation report given to the Member, by May 10.

For “Accomplished” Members, the evaluation summary will be completed by May 1 and the conference will be held, and the evaluation report given to the Member, by May 10.

C. Assigning an Effectiveness Rating.

Each evaluation will result in an effectiveness rating of “Accomplished”, “Skilled”, “Developing” or “Ineffective” as set forth in the collective bargaining agreement. Each Member will be evaluated using multiple evaluation factors with fifty percent of the evaluation attributed to multiple measures of student growth and with fifty percent of the evaluation attributed to Member performance. Member performance and student growth measures shall be combined to produce a summative Member effectiveness rating.

Members rated as Accomplished, Skilled, or Developing will complete a Professional Growth Plan. Members rated Ineffective will complete and adhere to the Improvement Plan guidelines.

D. Calculating Member Performance.

Member performance is evaluated during the minimum two or three formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Member Performance through a holistic process based upon the following *Ohio Standards of Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

E. Calculating Student Growth Measures.

Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for Members where value-added scores are available

in proportion to the part of a Member's schedule of courses or subjects for which the value-added progress dimension is applicable. Other student growth measures shall be selected from Ohio Department of Education's assessment list for Members of subjects where value-added scores are not available and/or from locally developed measures of student growth. Local growth measures shall be established based on state-designed criteria and guidance and the terms set forth in the collective bargaining agreement including, but not limited to, student learning objectives (SLOs).

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) or more excused or unexcused absences or such lower number allowed by law for the school year.

F. Credentialed Evaluators.

Credentialed evaluators that are employed by the Board shall observe but in each instance the building administrator shall sign the summative evaluation report. Neither PEA bargaining unit members nor third party companies shall be used as evaluators. If as a result of the first formal observation of a school year when the Member will be considered for renewal or nonrenewal the evaluator indicates that the Member's deficiencies are such that there may be a recommendation for nonrenewal, the building administrator (who must be credentialed as an evaluator) will conduct the second and third formal observation.

G. Forms

The forms for this evaluation procedure are attached as Appendix F.

H. Training

OTES training shall be provided based on collaboration between the Association and the administration at the beginning, but not limited to, the 2013-14 school year. A list of resources pertaining to the evaluation process shall be provided to each Association member.

I. Legal Changes

1. The Board of Education and PEA recognize that the Board of Education must adopt a new Standards-Based Teacher Evaluation Policy by July 1, 2020. As such, the parties agree to form a committee to develop and provide input on the policy and conform the labor agreement language to the new framework. The committee shall include up to eight (8) administrators designated by the Superintendent and up to eight (8) members designated by the PEA President.
2. The Board may evaluate a Member who receives a rating of "Accomplished" or "Skilled" on the Member's most recent evaluation less frequently than annually consistent with the law and this Agreement. If legislation is enacted during the

term of this Agreement that requires written evaluation of Members or of certain Members on a less frequent basis than as provided in this Article X, or that allows student growth measures to account for less than fifty percent (50%) of an evaluation, this Article shall be deemed to be automatically amended to include those legislative changes.

J. Non-OTES Evaluated Members

1. Speech Language Pathologists, School Psychologists, Occupational Therapists, Physical Therapists, Media Specialists, and Adapted Physical Education Teachers and any other non-OTES Member working under the Ohio Revised Code (ORC) who provide services to students in the Perrysburg Exempted Village School District and hold a 5-year license shall be evaluated by a credentialed evaluator (F) or the Director of Pupil Services. The frequency of evaluation and deadlines shall be consistent with Sections A and B5 above.
2. Observation/Evaluation procedures:
 - a. Director of Pupil Personnel gathers input from building principal(s), staff that interact with the listed personnel.
 - b. An evaluation may include the following sections:
 1. Description of current role
 2. Student growth measures
 3. Professionalism rating
 4. Communication rating
 5. Area of reinforcement to be developed by the evaluator in consultation with the Member
 6. Areas of refinement
 7. Student data component
 - c. A committee of up to two (2) representatives from the groups listed above and two (2) administrators appointed by the Superintendent shall convene to develop a rating system for the complete evaluation process to be implemented for the 2017-18 school year.

K. School Counselors

District School Counselors will be evaluated utilizing the Ohio School Counselors Evaluation System. See Appendix I for the forms.

L. Non-OTES Evaluated Member Deadline

1. The evaluator shall complete the written evaluation by May 1 and shall hold a conference with the Member and provide him/her with a copy of the evaluation by May 10.

2. The time frames and deadlines above shall be adjusted due to the absence of the evaluator or Member.

M. Expedited Grievance Challenge to Member Evaluations.

1. If a Member believes the evaluator has violated the procedure established in this Article X, or has violated Art. I(A)(5), or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the Member must file a written grievance at Step 3 of Article VII within ten (10) school calendar days of the Member's receipt of the signed and final version of a written evaluation for the particular school year.
2. The Superintendent and/or designee(s) shall meet within ten (10) school calendar days of the filing of a written evaluation grievance with the Association President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s). The parties may mutually agree to mediation pursuant to Article VII. Within ten (10) school calendar days of such meeting, if the Association wished to appeal to arbitration, the Association shall file a written request for arbitration with the Superintendent. The arbitration shall be conducted on an expedited basis before attorney Mitchell Goldberg of Cleveland, Ohio, or Jerry Fullmer of Cleveland, Ohio (using the arbitrator who is first available), in lieu of the use of a AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules. The arbitration award shall be binding on the Board, the Association and the employee.
3. The above attorneys will be contacted simultaneously by email for their first available date that is also available to both parties. The PEA President shall be copied on the email and all replies.

N. Mentor/Coaches or Teachers on Improvement Plan

1. Teachers on an Improvement Plan may request that a Mentor/Coach be assigned to work with them to improve their performance.
2. The Mentor/Coach will be trained to mentor a teacher and will not be the mentee teacher's credentialed evaluator.
3. The Mentor/Coach will be provided release time once a quarter to observe the mentee teacher.
4. The Building Principal will select the Mentor/Coach from a list of qualified teachers who have expressed a willingness to serve as a Mentor/Coach.
 - a. The Mentor/Coach should have continuing contract status and have served as a teacher in the District for at least five (5) consecutive years.

- b. The Mentor/Coach must hold a valid teaching certificate/license and typically will be assigned to a teacher with the same area of certification/license.
 - c. The Mentor/Coach must have demonstrated ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - d. The Mentor/Coach shall not have a role in the formal evaluation of the mentee teacher.
- 5. The Mentor/Coach will not be requested or directed to make any recommendations regarding the continued employment of the mentee teacher.
 - 6. The Mentor/Coach will provide a monthly log to the Building Principal identifying the amount of time the Mentor/Coach spent with his/her mentee teacher and the topics addressed.
 - 7. At any time, either the Mentor/Coach or mentee teacher may exercise the option to have a new mentor assigned.

ARTICLE XI. PERSONNEL RECORDS

- A. All personnel records will be filed in the Personnel Office on a current basis. These personnel records may include: 1) application for employment, including references; 2) copy of latest Master Agreement, properly signed; 3) copy of latest salary notice; 4) Ohio teacher certificate/-license; 5) personal and professional data form; 6) transcript of college credits showing the official record of the degree granted, original or certified copy; 7) record of military service, if any; and 8) other documentation which can legally be retained in one's file.
- B. Personnel records will remain confidential to the extent permitted by Ohio law and will be carefully guarded in the interest of the individual employee. They are primarily available for administrative use and review by the individual employee. Each file will contain a record indicating who has reviewed it and the date reviewed.
- C. Upon request, a Member will be permitted to review his/her personnel file during the regular business hours of the administrative offices. Pre-employment materials, such as reference letters, university credentials, etc., are not available for review. For each request over five (5) in any given day, the time sequence will be delayed at the rate of two (2) days per five (5) requests. The Superintendent will set up an appointment within two (2) days. At the direction of the Superintendent, information gathered prior to employment of the Member will be removed from the file. The review of the file will be in the presence of the Superintendent or his designated representative. No material will be removed from said file by the Member without the written authorization of the Superintendent. Upon request, copies of any material contained in the file will be provided said Member upon payment of the reasonable cost of reproducing such copies.
- D. Official grievances filed by any Member under the grievance procedure as outlined in this Master Agreement will not be placed in the personnel file of the Member. Such

grievances(s) may become a part of a common grievance file housed in the Office of the Superintendent.

- E. A professional staff member will be notified of the intent of the administration to place in his/her personnel file any nondisciplinary material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and will be provided the opportunity to read any such material prior to its being placed in such personnel file. The professional staff member will acknowledge that he/she has read the material by affixing his/her signature and date to the copy to be filed. The professional staff member will receive a copy of all entries into his/her file contemporaneous with the filing of documents. The professional staff member will also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who will affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature will not indicate agreement by the principal with the content of the reply.
- F. Members can have a representative accompany them when reviewing their individual personnel files provided that a signed release is provided to the Superintendent or his designee.
- G. There shall be only one (1) official personnel file.
- H.
 1. If a Member disputes the accuracy or validity of material in his/her file, he/she may file a written complaint with the Superintendent who shall conduct an investigation. The dispute shall specify the reasons why the Member believes the material lacks accuracy and/or validity. If the Superintendent determines the material lacks one (1) or more of these qualities, it shall be modified or removed from the Member's file.
 2. Material in a personnel file may also be removed upon written mutual agreement of the Member and the administrator who made the entry or the Superintendent.
 3. If the Member elects to submit dispute to Step Five of the grievance procedure after receiving the Superintendent's decision, the arbitrator may not order material removed from the Member's personnel file unless the Member demonstrates that the material is factually inaccurate or invalid. No grievance or aspect of any grievance that concerns an administrator's exercise of his/her professional judgment in matters such as evaluation and observation may be taken to Step Five. Moreover, an arbitrator is specifically prohibited from submitting his/her judgment for that of an administrator in matters of professional judgment.

ARTICLE XII. COMPLAINT PROCEDURES

Professional staff members will be notified within five (5) calendar days of any complaints against them and will have the opportunity to resolve the complaints with the complainant or administrator. The principal shall complete the Complaint Form (Appendix D) if that complaint

will be used at a later date for any action, disciplinary or otherwise, against the Member. Anonymous complaints shall not be considered unless the complaint involves health, safety and welfare of a student or other employee, or involves allegations of criminal conduct. Member to member complaints may be referred to PEA and will be communicated to the PEA President.

ARTICLE XIII. LEAVES

Professional staff members will be entitled to the following temporary leaves of absence without loss of pay each school year:

A. Personal and/or Family Emergency Leave

Each teaching employee, at the beginning of each school year, shall be credited with three (3) personal leave days per year to be used exclusively for personal use. Unused personal leave shall not accumulate from year to year but shall be credited to accumulated sick leave at the close of the year. Any Member with accumulated sick leave of 210 days shall receive an amount equal to the then current substitute daily rate for each unused personal leave day. If a Member has used the three days, up to two additional days per year may be taken by a Member for emergency absences if approved by the Superintendent, whose determination in approving or rejecting the request shall not be arbitrary or capricious. Reasons for granting or denying an emergency request for these additional two days shall not be deemed precedent setting. There shall be no conversion to sick leave or payment of these two days.

Personal leave days may not be used for gainful employment, to take part in a transaction in which financial profit is sought, or during any work stoppage. Falsification or improper use of personal leave may be grounds for discipline.

Notice to the Member's principal that personal leave will be taken will be given at least 24 hours in advance, except in the event of an emergency situation not covered by sick leave.

Not more than 10% of the Members in a building may use personal leave on the same day, except during the months of April and May, when no more than 5% of the Members in a building may use personal leave on the same day. Personal leave will be granted on a "first applied for" basis.

Except in the event of a highly unusual situation out of control of the Member, personal leave may not be taken on the day before or the day after a school holiday or vacation, the first or last day of a grading period, or the first day of a school year or semester. However, personal leave used for funeral attendance not covered under sick leave shall not count against these limits.

All disputes regarding a highly unusual situation shall be resolved by the Superintendent, whose determination shall not be arbitrary or capricious.

B. Unpaid Leave of Absence

1. A bargaining unit member may, with the approval of the Superintendent, be granted an unpaid leave of absence. A written request stating the reason and duration of the leave must be submitted to the Superintendent no later than sixty (60) calendar days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be one year, and renewal of such leave shall be at the discretion of the Board. If a unit member requests an early termination of the leave, the Superintendent will have the option of approval or disapproval.
2. The employee must notify the Superintendent by April 1 if they plan on returning the following year.
3. Upon return from an unpaid leave, the unit member will resume the contract status, which existed prior to such leave. If the unit member desires to continue insurance benefits during the leave of absence, the member must pay the full premium amount through a check to the Treasurer of the school district.
4. Members who are on extended sick leave will receive Board paid benefits for a one-year period. An extended sick leave absence without pay is granted to professional staff members as follows:
 - a. Any professional staff member who has been in the Perrysburg Schools for two (2) consecutive years whose personal illness extends beyond the period covered by her/his accumulated sick leave shall be granted further leave, for such time as is necessary for complete recovery from such illness. Request for this medical leave will be accompanied by a statement from the attending physician stating the disability from performing work and recommending that a leave of absence be granted. A medical release authorized by a physician shall be considered one of the conditions for returning to active service.
 - b. The professional staff member while on this leave shall not receive tenure, even though he/she meets the requirements for tenure.
 - c. This leave shall be granted for up to one year.
 - d. This leave may be extended for an additional year upon written request to the Superintendent prior to the beginning of the school year, up to a maximum of two years as per O.R.C. 3319.13.
5. Unpaid leave of absence will normally be granted in semester increments. If the leave is the result of pregnancy, the leave may begin during a semester already in progress.
6. Members who are in pay status for a minimum of one hundred and twenty (120) days during the school year will be granted one year of experience on the salary schedule, even though they are on an unpaid leave of absence for up to sixty-four (64) days.

7. While on unpaid leave of absence, the employee will not accumulate sick leave.

C. Absent Without Pay

1. Members will be allowed to be absent from work without pay during their regular work hours only if a substitute is available and if the Member has prior approval by the immediate supervisor and the Superintendent.
2. Under this section, Members who are absent without pay for three (3) or more consecutive days will have deducted a prorated portion of their medical insurance premium. This deduction will be calculated by multiplying the Member's monthly insurance premium by twelve and dividing this figure by the number of Member days in the school year.

D. Professional Leave

1. Professional staff members are encouraged to attend professional meetings that contribute to the educational program. Procedures for approval of professional leave are outlined in Article XIV.

E. Sick Leave

The sick leave policy for the Perrysburg Public Schools shall be as follows:

1. Granting of five (5) days to each new professional staff member in the system on the first contract day to be used for absences caused by illness or physical disability of the professional staff member.
2. Granting of one and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.
3. Sick leave may be accumulated up to two hundred ten (210) days. Any Member starting the year at a maximum accumulation of 210 days who uses 15 or fewer days in the school year shall end that year at 210 days.
4. Sick Leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, emergencies or death in the employee's immediate family as defined below. Sick Leave also may be used to attend to matters relating to application for or implementation of Medicaid and other nursing care matters involving one's immediate family. A "day" of sick leave is the Member's scheduled workday whatever that workday is when the absence is taken.
5. Immediate family includes father, mother, spouse and children, father-in-law, mother-in-law, or anyone who is a permanent member of the household of the staff member in connection with absences due to illness or emergencies in the immediate family. In the case of death in the immediate family, the definition shall be extended to include brother, sister, grandparents, grandchildren, uncle and

aunt. Sick leave may be granted for illness, emergency or death of others in addition to those listed above with the approval of the Superintendent for a maximum of five days per year.

6. Professional staff members entering the Perrysburg system from other Ohio public school systems should see that a statement of their accumulated sick leave is forwarded to the Treasurer's Office of the Perrysburg Public Schools.
7. Sick leave will not be charged for days on which schools are not in session due to public calamity or unforeseeable emergency situations.
8. Upon return from extended sick leave or unpaid leave of absence, a professional staff member shall return to the same position he/she held prior to leave or to an equivalent position.
9. Members are required to return to work within six (6) weeks after delivery of a child or adoption or fostering of a child pre-school age or younger unless the attending physician submits certification of physical disability.
10. Members who are absent because of sickness will be assumed to be returning the following school day unless they do the following: Enter an absence or request a substitute, by using the district's automated system. Members are responsible for entering their own absences and substitute requests into the automated system. Members must enter the request into the automated system as soon as they know that they will be absent from work. Members must request professional leave through the district's online professional development program. Members who are absent due to illness will be assumed to be returning the following school day unless these directions are followed.
11. Where an employee is excessively absent or is absent in an unusual pattern or is demonstrating behavior which, in the opinion of the Superintendent, suggests that the Member might not be able to perform her/his professional duties in a satisfactory manner, the Superintendent is entitled to require that employee to undergo a physical or mental examination. The physician will report only whether or not the employee is able to work. Absence examinations in connection with excessive or suspicious absences are at the expense of the Board. The possibility of sick leave pool donations will continue to be determined on an individual, case by case basis and are subject to Board approval.
12. The Board shall present and provide additional supplementary insurance options (such as disability, cancer, etc.) to Members for purchase within 30 days following the first work day. Additional insurance choices may be purchased through payroll deduction.
13. A Member may use accumulated sick leave to attend funeral services for a student on his or her current school year roster or caseload, so long as the administrator is informed prior to the day of the service.

F. Assault Leave

A staff member who is absent due to disability resulting from an unprovoked attack upon said staff member which occurred on Board premises or while in attendance at an official school function and in the course of said staff member's employment will, subject to the approval of the Superintendent, be granted up to twenty-five (25) working days assault leave. During such assault leave, said Member will be maintained on full pay basis. Such assault leave will not be deducted from the Member's accumulated sick leave. Additional days, up to the total of fifty (50), may be granted to a Member upon confirmation by the Board's physician that the disability continues. Should the Board's physician indicate that the disability is permanent, the Member shall convert to sick leave and apply for disability retirement through the State Teachers Retirement System.

Assault leave may not be granted under this policy unless the staff member in question:

1. Has submitted a signed, written letter justifying the granting and use of assault leave:
2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from employment, and agrees to file criminal prosecution charges against the person(s) involved. Exceptions to this might include an attack by a student as a manifestation of a disability, if the Member and administration agree that filing criminal charges would not be sound.

Falsification of the aforesaid-signed statements will be grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

G. Military Leave

1. Military leaves and right to re-employment upon completion of military service will be granted upon terms and conditions and to the extent specified by Ohio Revised Code § 3319.14 and 5923.05.
2. Members who are members of the Reserve Forces of the United States or the Organized Militia as defined by O.R.C. 5923.01 shall be entitled to leave of absence with pay or partial pay for such time as they are in military duty as defined by O.R.C. 5923.01 in accordance with O.R.C. 5923.05, which currently provides (June 2013) for:
 - a. Twenty-two (22) contract days of full pay, up to the equivalent of one hundred seventy-six (176) hours, each calendar year; and
 - b. Then partial pay equal to the lesser of: (1) the difference between the Member's regular pay and his/her military pay, including combat pay, if applicable; or (2) \$500 monthly.

3. Upon return from an absence for military service, the Member shall be reinstated to his/her previous assignment. For purposes of seniority and placement on the salary schedule, years of absence for military service shall be counted as though teaching service had been performed during that time.

H. Fringe Benefits

In event a leave of absence is granted as a result of the serious health condition of the Member, spouse, child or parent of the Member, pursuant to the Family Medical Leave Act of 1993 (FMLA), the Member shall be eligible for continuation, at Board expense, on the group hospitalization and major medical coverage as provided under this Agreement. Board payment towards the cost of such insurance coverage shall be at the level established under Article XXV. Continuation at Board's expense of health coverages during any period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year, except for a Member on an extended sick leave in accordance with Article XIII(B)(4). In the event a Member has taken paid sick leave for any of the circumstances for which he/she applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week annual period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence. If the Member elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article XXV and should the Member's reason for not returning to work be other than the continuation, reoccurrence or onset of the health condition that gave rise to the leave, the Member shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above. Eligibility for continuation, at Board expense, of health insurance benefits is limited to Members employed on at least a 3/4 time basis over a full school year, and only following completion of one full school year of employment.

ARTICLE XIV. PROFESSIONAL DEVELOPMENT

A. Committee

An annually established advisory committee composed of representatives of the PEA and the administration will meet to plan professional development for the certificated/licensed staff and other duties listed below. The committee will be guided by priorities of the District. The committee will be composed of two (2) Members from the elementary level, one (1) member from the intermediate level, two (2) from the Junior High level and two (2) from the High School level appointed by the PEA. The committee also will be composed of one (1) central office administrator, one (1) elementary Principal, one (1) secondary Principal, and an LPDC administrative representative as appointed by the Superintendent.

Other administrators and representatives of other bargaining units may be included on the committee with the mutual consent of the Association and the Superintendent.

The committee will meet at least quarterly, and any other times as needed, to accomplish the professional development objectives of the District. Costs related to the work of the committee will be borne by the Board, subject to approval by the Superintendent.

B. Committee Responsibility

The committee is also responsible for evaluating and approving staff members' individual professional development requests based on criteria established by the committee.

The Board will establish and maintain an account in the amount of \$75,000 solely for the payment of expenses of Members attending such meetings. The payment of expenses will be inclusive of the cost of a substitute teacher. When Members are required to attend meetings and conferences due to significant curriculum changes, the Board will provide additional funds to pay for their expenses. A sub-committee of the negotiating team will meet once a year to evaluate the effectiveness and funding levels of this committee.

C. Tuition Reimbursement

Each school year a pool of \$45,000 shall be available for reimbursement of tuition charges paid by unit members for successful completion of graduate level classes approved in advance by the Superintendent. To be considered for approval the course work must be on the graduate level in a residence course from an accredited institution and in the Member's area of certification/licensure or in another area approved by the Superintendent. The pool shall be divided among Members so approved with a limit of reimbursement of 3 semester hours or equivalent per year (July 1-June 30). Requests are to be submitted by August 1st; proof of course completion with an earned credit of B or above is to be submitted by September 15th. Reimbursement checks will be issued on or about October 15th. To be eligible for payment a Member must be under contract with the Board at the time of payment. Members who do not complete one (1) full year of service for the Board (the school year in which reimbursement is made) shall repay the amount reimbursed.

ARTICLE XV. TEACHER PROTECTION/STUDENT DISCIPLINE

- A. Prior to the beginning of the school year, the administration of each school will develop school procedures to deal with control and discipline of students.
- B. It is the responsibility of each professional staff member to implement such procedures so as to provide an atmosphere for learning to take place.
- C. It is recognized that, in developing responsible student conduct, the positive disciplinary techniques of example, counseling and guidance should take place over punitive disciplinary measures.
- D. Section 3319.41 of the Ohio Revised Code states that a professional staff member or administrator may use such force as is reasonable and necessary to quell a disturbance

threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupils, for the purpose of self-defense, or for the protection of persons or property.

- E. All cases of physical threat or violence to members of the staff will be reported immediately to the principal.
- At the staff member's discretion, the principal will notify the police.
 - The involved staff member will complete an assault report and provide a copy to the principal.
 - The principal will forward the report to the Superintendent
 - Any staff member who is assaulted will at their discretion be excused to seek a medical evaluation of the injuries.
 - The Board will cover expenses not covered by the employee's insurance and/or the Ohio Workers Compensation Program.
 - If the physician's evaluation of the injury or injuries resulting from the assault warrants additional time off for the staff member, such time will be governed by the assault leave policy.
- F. Any student physically or verbally threatening or harassing a staff member will be removed from the class and parents will be notified. At the staff member's discretion, a meeting with parents will be requested. Attendance by the staff member will be at their discretion.
- G. The policy of the Board regarding suspensions, expulsions and emergency removals will be applicable to the removal, suspension, or expulsion of students.
- H. Neither the Board nor the Association shall discriminate on the basis of race, creed, religion, color, national origin, age, sex, and marital status and/or sexual orientation with respect to any employee, student or community member. Neither the Board nor the Association condones harassment for any reason, and both agree to act together to prevent its occurrence. All allegations of harassment shall be reported to the appropriate building administrator or Central Office administrator. The Board shall investigate complaints in a timely manner.

ARTICLE XVI. REDUCTION IN FORCE

A. Reasons for Reduction

If the Board of Education decides that it will be necessary to reduce the number of Members, it may make a reasonable reduction for reasons set forth in O.R.C. 3319.17, which (as of June, 2013) are: (1) return to duty of regular Members after leaves of

absence including suspension of schools; (2) territorial changes affecting the district; (3) financial reasons; or (4) decreased enrollment of pupils.

B. Procedure

1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. Members whose contracts are suspended shall have the right of restoration to active service status in the reverse order of layoff when teaching positions become vacant or are created in which any of such Members are or become qualified. Members who had unsatisfactory evaluations at the time of the reduction in force will not have recall rights. "Unsatisfactory" in this article means an "Ineffective" summative evaluation rating.

2. Steps to Determine "Preference to Teachers"

Certification: Certification will be defined as all types of certification/licensure that are approved by the Ohio Department of Education.

Reductions in Force will be made in the following order unless prohibited by law:

- a. Members on limited contracts who have received unsatisfactory formal observations and/or summative (year-end) evaluations within the last two years.
- b. Part Time continuing contract Members.
- c. Should an additional reduction in force need to be made to Full Time Limited Contract Members a panel of at least three administrators appointed by the Superintendent and one nonvoting PEA observer will be convened to conduct a blind review of the remaining Members based upon the following criteria: Formal Observation, Evaluations (summative), record of attendance, licensure (multiple subjects/grade levels), level of education, involvement in school/community activities, extracurricular activities, licensure (different levels, i.e., Master Teacher) and years of experience.
- d. Continuing Contract

Continuing contract teachers shall be reduced by utilizing the following order:

1. Licensure/Certification
2. Rating as determined by the most recent formal evaluation
3. When evaluations are comparable, seniority in the District shall prevail.

Comparable Evaluations

1. Teacher performance ratings of Accomplished and Skilled will be considered as comparable for the life of this Agreement and will prevail over a rating of Developing. A teacher performance rating of Developing will prevail over a rating of Ineffective.
2. If two or more bargaining unit members have comparable evaluations and the same placement on the seniority list, seniority will be determined by the date of the Board meeting at which the bargaining unit member was hired, and then by the date on which the bargaining unit member signed the initial employment contract in the District. Any remaining ties will be determined by random drawing with affected members present.

Seniority shall be based on the most recent date of hire into a bargaining unit position. Retired Members who are hired back do not accumulate seniority years of service. Members who teach in Perrysburg but who are not paid by the Perrysburg Board of Education do not accumulate seniority years of service.

A Member taking an extended unpaid leave of absence as defined in Article XIII, Section (B) will not receive seniority credit for the period of time the Member is on leave. If a Member resigns and then is hired back, seniority years start over at the date of the rehire. Seniority for long-term subs commences with their first date of employment in a regular teaching position. Part-time Members will receive a prorated equivalent of seniority equal to the percentage of the school day they are employed.

C. Recall Rights

1. Certificated staff who have their contracts suspended will be on the recall list for three (3) calendar years from the date of the reduction in force action (RIF) as approved by the Board of Education. Positions will be offered even if they are part time in nature and full time employees may pass on the part time openings and wait for a full time position if one becomes available during the three (3)-year period.
2. The Association shall review the certified employee seniority list and submit for changes by April 1st of each year.
3. Laid off Employees shall be recalled in reverse order of layoff in keeping with contract status, Certification/Licensure, or other entry-level requirements for the bargaining unit position.
4. Any Employee shall be considered to have recall rights if the Employee is either laid off or is working in a position of lower pay or fewer hours than the position

he/she held prior to the reduction in force or working in any position with a different Employer. The Employee shall be given seven (7) calendar days to accept such offer and shall be granted a minimum seven (7) calendar days from acceptance of the notice to report to work.

D. Notification of Anticipated RIF

1. Except for years in which the Board has a levy on the ballot in the May primary election, prior to April 15 the Superintendent shall notify the union president of any RIF to be implemented for the next school year; if there is a May primary, the deadline shall be May 20. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the employees to be affected, the anticipated date of employer action to implement the RIF and the effective date of the RIF. The Superintendent shall notify the employee to be laid off due of the RIF by April 30 (by May 25 in the case of a May levy). The notice shall state the reason for the RIF and the effective date of the suspension.
2. Within ten (10) days of receipt of the written notification, two representatives of the union, the Superintendent and the Treasurer of the Board or President of the Board shall meet to review and discuss the proposed RIF.
3. Notwithstanding the requirements of this Article, if a mid-year reduction in force should become necessary, the Superintendent shall notify the Association president at least thirty (30) days prior to any Board action and shall notify any employee to be laid off due to the reduction in force two weeks prior to any Board action. Not later than December 1, 2019, the Superintendent will meet with the Association President and discuss anticipated reductions and other cost saving methods to prevent a reduction. The Administration will make reasonable efforts to support any educator whose position is reduced pursuant to this Paragraph in his or her job search efforts (for example, providing letters of reference where appropriate). This Paragraph shall only be effective in the event the District fails to secure at least \$2.5 million dollars in additional revenue for fiscal year 2020 by December 31, 2019. This Paragraph shall automatically expire on July 31, 2020.

ARTICLE XVII. ACADEMIC FREEDOM

While the Board intends to protect Members from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

ARTICLE XVIII. DISMISSAL/DISCIPLINE

- A. The Perrysburg Public Schools will follow the Ohio Revised Code as it relates to the dismissal of certificated staff. In addition, Perrysburg staff members in the Perrysburg

School District shall be granted, upon request, an opportunity for a conference with the Superintendent. The principal and the representative of the PEA may be present at such conference upon the request of the Member.

B. Employee Discipline Procedure

1. The purpose of a Progressive Discipline plan is to facilitate the discipline practices of the District. To this end, the procedure outlined will secure at the lowest possible level, solutions to problems which may arise during the school year affecting an employee's classroom performance or compliance with District rules, regulations, policies or directives in an effective and confidential manner, to correct and document employee performance problems, and to administer employee discipline in an appropriate manner thereby contributing to employee morale by treating all certificated staff fairly.

2. An employee may be disciplined for just cause.

3. Discipline will be imposed in the following progression:

a) Conference

Before imposing a demotion, suspension or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied by his/her union representative. The conference will be scheduled as promptly as possible. The Superintendent or designee may impose reasonable rules for the conference and the conduct of the participants. If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may relieve the employee of duty with or without pay pending the conference to determine final disciplinary action.

b) Penalties

1. The first instance of misconduct by an employee shall result in a private oral reprimand from his/her supervisor. Documentation of this oral reprimand will be placed in the employee's personnel file.

2. Further misconduct shall result in a written reprimand. (Within three (3) calendar years of oral reprimand). The written reprimand will be signed by both the employee and supervisor and placed in the employee's personnel file.

3. Further misconduct shall result in suspension without pay or demotion, imposed by the Superintendent or designee. (Within three (3) calendar years of the written reprimand). The Superintendent or designee may

impose a demotion or suspension for up to thirty (30) days without pay. Documentation of such suspensions or demotions shall be placed in the employee's personnel file.

4. Further misconduct thereafter shall result in discharge, using the above mentioned process as documentation of due process. The recommendation for discharge of an employee shall be considered and voted upon by the Board of Education.
- c) Discipline will normally be progressive, but may be decided on an individual basis based upon the severity of the violation. Therefore, discipline may begin at any step of the disciplinary procedure which is appropriate to the severity of the infraction.
 - d) Fringe benefits shall remain in effect during the time of any suspension under this article.
 - e) If a grievance is filed because of a suspension with or without pay, the grievance may be initiated at Step Three, Article VII, E.
 - f) Employee signatures only indicate receipt of disciplinary notice, not that they agree.

ARTICLE XIX. CONTRACT YEAR

- A. The Board recognizes its duty to bargain consideration of the year-round school calendar. The contract year will include one (1) staff work day at the beginning of the school year, one staff work day at the end of the school year, one (1) Member in-service day as scheduled by the Perrysburg Staff Development Committee (PSDC) and the Superintendent or her/his designee. For the elementary buildings, the equivalent of two (2) conference days and one workday at the end of the first semester. For the junior high and senior high buildings, the equivalent of one (1) conference day and one workday at the end of the first semester. For all Members, there will be one (1) Member professional development day scheduled the day preceding students' return from winter break (but not to be scheduled on a Friday). The 186th day added in 2014-15 and thereafter shall be a professional development day at the beginning of the school year. At each building, Members are obligated to participate in the equivalent of two (2) afternoon/evening parent-teacher conference days (3 hours of conferences per each afternoon/evening) and, as compensatory time, the Members shall receive the day before Thanksgiving as an unscheduled work day. A Member who is unable to take part in the afternoon/evening parent-teacher conference day(s) due to a highly unusual situation out of control of the Member is obligated to arrange, through her/his Building Principal, alternate times for the conduct of the parent/teacher conferences outside the regular expected Member workday. On non-student contact days, the Superintendent will annually establish the starting and ending time of the Member work day whenever District-wide professional development

activities/meetings are planned. When a non-student contact day is designated as a preview day or orientation program, starting/ending times of the Member work day may be adjusted on a building-level basis so that Members are available to visit with new students and parents in the late afternoon/evening.

B. The regular Member work year (contract days) shall be:

Days

2015-16 + thereafter 186

In 2015-16, in preparing a calendar for the 2016-17 and thereafter school years, the 186 days shall be rolled into the school calendar and the per diems into the salary schedules.

ARTICLE XX. DELAYED OPENINGS AND EARLY DISMISSAL

In case of delay, Members will report within a reasonable length of time. In case of early dismissal the Members will be able to leave after the students have all cleared the building. In case the Superintendent closes the schools system-wide for emergency situations, Members will not be required to report to work, except for:

Beginning with the 6th (next day after 5th) cancelled but not made up day, PEA members will not report to work but will be available, via email and/or the learning management system between the hours of 10:30 a.m. and 2:30 p.m. to answer emails from students and parents, and otherwise interact with students and or parents in an effort to enable learning to continue on those days.

Beginning with the 9th cancelled but not made up day, a plan will be developed to make up lost instructional time.

If school is cancelled during any of the last three (3) instructional days of the first semester and the Member work day is replaced with an instructional make up day, the Member work day shall be deemed to occur off premises over the winter break. In such case elementary building Members will be released from the work day at the end of the school year 2.5 hours early. Otherwise, elementary Members shall be released 2.5 hours early on the last Member work day before winter break. The 5-6 building Members will be treated as elementary Members if that building is operated on an elementary model.

ARTICLE XXI. SCHOOL DAY

A. General

1. The Member work day shall be 7.5 hours. Any before school or after school meetings and/or duties shall be conducted within the workday or considered voluntary.
2. Each full-time staff member will have a minimum 30-minute lunch period per day.

3. The Board of Education recognizes its mandatory duty to bargain consideration of any material change in the school day and schedules here reflected.

B. Preschool School Day

Preschool members shall receive thirty-five (35) consecutive minutes of continuous personal planning time per day on Monday through Thursday, and sixty (60) consecutive minutes of continuous personal planning time on Friday, which shall be designated by the Preschool Administrator. Designated planning times should be made available to teachers one (1) week before the given school week.

C. Elementary School Day

The elementary day shall include the following elements:

1. With the exception of the two PD rotation days per quarter, elementary Members shall receive consecutive minutes of continuous personal planning time per day equal to the length of the special area instruction. Such special area instruction shall not be less than thirty (30) consecutive minutes. Elementary teachers shall also have time for conferences, evaluation, planning and collaboration during any minutes prior to student arrival, after student dismissal, and the additional thirty (30) minutes when students are at recess.
2. Members will escort their students to the cafeteria, but shall not be required to remain in the cafeteria with their students while they are eating.
3. The administration shall attempt to schedule encore teachers to receive at least five minutes of transition time between each class. If at least five minutes cannot be scheduled, prior to making the final decision, the building administrator will communicate with the building leadership team the options considered and the rationale for the decision.

D. Intermediate School Day

1. Members will be assigned a maximum of five graded instructional classes or periods requiring instructional preparation of up to 60 minutes or six classes not to exceed 45 minutes per day.
2. Members shall receive consecutive minutes of continuous personal planning time per day equal to the length of the special instructional class and not less than 40 minutes per day.
3. Members will have a 30 minute duty-free lunch.
4. Reasonable efforts will be made to assign staff on an equitable basis to instructional and non-instructional duties. Members may switch duties with their colleagues with the approval of the administration.

5. The intermediate school shall have no more than one (1) staff meeting per month not to exceed one (1) hour beyond the end of the teacher workday. The schedule of meetings shall be posted prior to the first teacher work day. Any teacher with an unavoidable conflict may work with his or her administrator to obtain the information provided.

E. Junior High School

1. Members will be assigned five (5) graded instructional classes or periods requiring instructional preparation of up to fifty (50) minutes each.
2. Members shall receive one period of continuous personal planning time equal to the length of one instructional period per day.
3. Duties will be assigned for any remaining periods in the schedule. Academic options (AO) represents a duty.
4. Members may volunteer to teach a sixth course in lieu of a duty assignment. Members who volunteer to teach a sixth course will be compensated by supplemental contract at .80 of the supplemental schedule for a full year course and .40 of the supplemental schedule for a semester course based on a 50-minute class period. Classes less than 50 minutes will be prorated. Any blocked class shall be counted as two periods, beginning with the 2017-18 school year.
5. Reasonable efforts will be made to assign staff on an equitable basis to instructional and non-instructional duties. Members may switch duties with their colleagues with the approval of the administration. Cafeteria duty will be rotated every semester.
6. The Junior High shall have no more than one (1) staff meeting per month not to exceed one (1) hour beyond the end of the teacher workday. The schedule of meetings shall be posted prior to the first teacher work day. Any teacher with an unavoidable conflict may work with his or her administrator to obtain the information provided.

F. High School Day

1. Teachers shall be assigned six (6) periods (instructional, academic, intervention/assistance, or duty) every year. Of that total five (5) will be graded instructional assignments or a period requiring instructional preparation.
2. Members may volunteer to teach a sixth course in lieu of a duty assignment. Members who volunteer to teach a sixth course will be compensated by supplemental contract at .80 of the supplemental schedule for a full year course and .40 of the supplemental schedule for a semester course based on a 50-minute

class period. Classes less than 50 minutes will be prorated. A sixth class constitutes the teaching of six separate class periods.

3. Duties related to Continuous Improvement/school improvement requirements may be assigned by the building principal. Reasonable efforts will be made to assign staff on an equitable basis to instructional and non-instructional duty. Members may switch duties with their colleagues with the approval of the administration. Cafeteria duty will be rotated every semester.
4. A performance-based job description has been adopted for the high school department chairperson.
5. Members shall receive one (1) period of continuous personal planning time equal to the length of one instructional period.

G. Teachers Voluntarily Covering Classes for Absent Members

The District will make concerted efforts to use substitute teachers from the approved District substitute list. If a substitute cannot be found, Members shall be reimbursed for time spent covering a class for a colleague. To be eligible for reimbursement, a Member must be assigned to cover the class, and it must be during the Member's regularly scheduled, non-teaching time (planning period, teaming period, duty period, or lunch period).

However, if an administrator requests a Member to cover another Member's class during instructional time by doubling up, the receiving Member shall be paid under this Section (G). If the students in these circumstances are assigned to more than one Member, the amount shall be prorated among those Members.

Members will be assigned to cover a colleague's class in accordance with the following:

1. Absence where no substitute is available;
2. Other circumstances at the Principal's discretion.

All assignments under this provision must be approved by the Building Principal or designee, and shall be approved on a rotating basis.

At the intermediate, junior high and high school levels, a Member shall be paid at the current negotiated Member's hourly rate for every sixty (60) minutes spent covering or doubling up with another Member's class. Reimbursement for less than sixty (60) minutes will be prorated, based on the negotiated Member's hourly rate. At the elementary level, a Member shall be paid at the current negotiated Member's hourly rate for every fifty (50) minutes spent covering or doubling up with another Member's class. Reimbursement for less than fifty (50) minutes will be pro-rated, based on the negotiated Member's hourly rate.

Regular Members used as period substitutes will be supplied with a “Period Sub Form” by their Principal for the purpose of recording substitute time.

The PEA Hourly Rate shall be calculated as the BA+15 (0 experience) per diem divided by 7.5.

ARTICLE XXII. CLASS SIZE

1. The Board shall comply with class size requirements of the State of Ohio imposed by state law or the Ohio Administrative Code in regulations adopted by the Ohio Department of Education.
2. With due consideration for the availability of state and local revenues, physical facilities, and the need to insure continuity of instruction, the Board will make good faith efforts to limit elementary class sizes to 25 pupils and limit intermediate, junior high, and high school class sizes to 27 pupils. This Paragraph of the Agreement is not subject to Article VII, the Grievance Procedure.
3. The administration shall prepare a report near the beginning and ending of each semester describing class sizes and caseloads by building, and district-wide, and will provide the report to the Board and PEA at a regularly scheduled Board meeting. The report shall include the following, but does not need to be limited to:
 - a. Class size requirements of the State of Ohio imposed by state law or the Ohio Administrative Code;
 - b. The American School Counseling Association student to counselor ratio recommendations;
 - c. Specific class sizes in each class in every elementary school;
 - d. Specific class sizes for each section taught at the intermediate, junior high, and high school levels by course title;
 - e. Specific counselor caseload sizes.

The Labor Management Committee may discuss revisions to the report.

4. If a teacher perceives his/her assigned class size to be excessive relative to his/her grade level, he/she may request a review with his/her principal.

ARTICLE XXIII. TRAVEL

- A. Members who are required to travel between buildings as a part of their regular work assignment will be reimbursed for established distances at the rate approved by the Internal Revenue Service.

- B. Traveling members shall be given a minimum of fifteen (15) minutes to travel from one building to another. Travel time shall not be considered part of their planning time or lunch time.
- C. If an accident occurs involving a member's personal vehicle during travel while on official school business, and the member is not at fault, the Board will reimburse the member's insurance deductible up to a maximum of \$500.00 for vehicle repairs.

ARTICLE XXIV. RETIREMENT PAYMENT

A. General

Retirement pay will be a one-time lump sum payment to eligible members of this bargaining unit according to the following provisions.

B. Eligibility

A Member's eligibility for retirement pay will be determined as of the final date of employment. The criteria are as follows:

1. The Member retires from the Perrysburg Public Schools.
2. Retirement will be defined as disability retirement as specified in Section 3307.62, Ohio Revised Code or service retirement as specified in Section 3307.58, Ohio Revised Code (State Teachers' Retirement System).
3. The Member must be eligible for disability or service retirement as of the last date of employment with the Board.
4. The Member must, within one hundred and eighty (180) days of the last date of employment with the Board, prove acceptance into the retirement system by having received and cashed the first retirement check.
5. The Member must provide a copy of her/his first retirement check stub to the Treasurer's office to initiate the payment.

C. Benefit Calculation

The retirement pay benefit will be calculated according to the following method:

1. Four (4) days per year are granted for each of the last ten (10) years of Perrysburg service
2. The Treasurer's office will look at the ending sick leave balance of the Member for the last six (6) years before retirement. The Member will receive eleven (11) days of severance for each year, up to three (3) years (max of 33 days granted), that the Member ends the year with two hundred and ten (210) days of accumulated but unused sick leave.

3. In addition, if the Member completes all six (6) years with two hundred and ten (210) days of accumulated but unused sick leave they will receive an additional six (6) days of severance.

Members will receive retirement pay based on one-fourth of their accrued but unused sick leave or the retirement pay benefit explained above, whichever is greater. Retirement pay shall be calculated using the Member's current per diem rate.

In the event of death of an employee eligible for receipt of service retirement benefits under Ohio law, one-quarter (1/4) of the severance pay which the employee would have received shall be paid in accordance with Ohio Revised Code 2113.04 to the estate of the employee.

D. Severance Pay Deferral Plan

Retirement pay will be made through payroll to all Members under the age of 55 on or about January 15 of the calendar year following retirement. All Members turning 55 in the calendar year in which they retire or older, will take part in the Accumulated Leave Plan for Public Employees that is offered by the VOYA Company.

1. If a retiring member is a participant in the accumulated leave plan, the employer contribution shall be made in a lump sum to VOYA on his/her behalf under the accumulated leave plan in an amount equal to the lesser of:
 - a) The total amount of the Participant's Severance Pay, or
 - b) The maximum contribution amount allowable under the terms of the accumulated leave plan.
2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.
3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

ARTICLE XXV. INSURANCE COVERAGE

- A. Subject to the modifications below, Members selecting either single or family coverage shall be enrolled in the current PPO program and shall pay 10% of the monthly premium

via payroll deduction. Employees commencing employment with the Board on and after August 1, 2005, shall pay 15% of the monthly contribution by payroll deduction.

Plan design shall be as follows:

- Well child care for the first year of life will have a maximum of \$1,000.
- From January 1, 2020, the plan design will be changed as follows:

Effective Date	E.R. Copay	Office Visit Copay	Network Annual Deductible	Out of Network Annual Deductible	Network Out of Pocket Maximum	Non-Network Out of Pocket Maximum
Jan. 1, 2020	\$100	\$25 office visit, then 100%	\$300/\$600 w/90% co-insurance	\$600/\$1,200 w/70% co-insurance	\$600/\$1,200	\$1,200/\$2,400

1. Members will have the option of enrolling in a High Deductible Health Plan with annual deductible of \$2500/5,000 then 100% as an alternative, effective January 1, 2017.
2. Enrollees in health insurance shall be provided a retail drug card. Effective January 1, 2017, generic drugs will have a \$5 co-pay, Formulary drugs an \$20 co-pay and Non-formulary drugs a \$35 co-pay. Where a generic is available, the employee or dependent must select the generic prescription or pay, in addition to the co-pays, the full cost difference between the cost of the generic and the cost of the name brand prescription unless the attending physician, in writing, documents that filling the prescription with the name brand drug is a medical necessity and specifies the medical conditions producing the necessity. Mail order prescriptions are available at a 90 day supply at a co-pay of \$5 for generic, \$20 for Formulary and \$35 for Non-formulary for each prescription, subject to the same generic mandate as set forth above. Formulary lists for different prescription carriers may change yearly (Jan.-Jan.) and formulary lists with the current carrier are not precedent-setting. Formulary drug lists (sometimes called performance drug lists) are available on the prescription provider's website.
3. If premium renewal increases during the term of this Agreement cumulatively exceed ten percent (10%), the annual deductible shall be increased to \$400 for single coverage and \$800 for family coverage.
4. The Board shall continue to maintain a telemedicine provider (with any cost paid by the Board).

5. All new hires will be enrolled in the traditional insurance plan with the opportunity to enroll in the High Deductible Health Plan (HDHP) during open enrollment of that school year.
 6. All staff will be given the opportunity to attend an informational insurance seminar to be educated about all insurance options prior to open enrollment each year at a meeting held after regular work hours.
- B. For any full-time certificated employee employed before 7/31/2005 who elects one or more forms of family or single coverage the Board of Education agrees to pay ninety percent (90%) of the total family or single health insurance premium. Employees commencing employment on and after 8/1/2005 shall pay 15% of the total family or single health insurance premium. Certificated employees who are employed between fifty percent (50%) and seventy-five percent (75%) of full-time are entitled to payment by the Board of 50% of the family or single premium, while certificated employees employed between 76% and 90% of full-time are entitled to Board payments of 75% of family or single health insurance premium Board payment of 90% (if hired before 7/31/2005) or 85% (if hired after 7/31/2005) of the family or single health insurance premium will be available to certificated employees employed at 90% and above of full time. Certificated employees employed less than 50% of the equivalent of a full-time teaching employee are not entitled to medical insurance benefits. This also includes all hospitalization, surgical, dental, and major medical insurance. Subject to the limitations imposed by federal, state, and local laws and regulations, the Member's contribution towards the cost of health insurances will be accomplished in a fashion that does not result in a negative tax impact on the Member.
- C. Members electing health insurance coverage may participate in the Board's Section 125 Plan by electing to have their contribution amounts deducted from their pay on a pre-tax basis. Participation in the plan is subject to the rules and regulations of the Internal Revenue Code, as adopted by the Board.
- D. The Board of Education will pay one hundred percent (100%) of the established life insurance policy for all employees in the insured amount of \$50,000.
- E. The Board reserves the right to add another network at any time, in addition to the current network.
- F. If a state insurance pool is established during the life of this Agreement, and if the Board elects to convert the District's insurance to a program offered through the state insurance pool, the PEA reserves the right to bargain with respect to any material changes.
- G. Spousal Mandate:
1. Employees whose spouse's employer or retirement provider provides and pays for at least 60% of the cost of health insurance for single coverage must have the spouse's plan provide primary coverage for the spouse. Benefits under the Board plans will not be provided to an eligible dependent spouse eligible for the type of

group plan described above until the eligible spouse's group benefits have paid the primary portion of the claim.

2. Employees will be required to obtain yearly written verification on spousal eligibility from their spouse's employer.
3. In the event that the spousal mandate is in violation of applicable law, the bargaining unit and representatives of the Board of Education will meet to discuss application of said laws to the contract.

H. Health Care Committee (HCC)

The parties agree to establish a continuing committee composed of representatives of the PEA and the Board that will act in an advisory capacity to discuss health insurance matters affecting employees. The Committee will be composed of four members appointed by the PEA and four members appointed by the Board. Representatives of other bargaining units may be included on this Committee with the mutual consent of the PEA and the Board.

Each party will appoint a chairperson. Minutes will be kept of all meetings and shared with all members of the committee. The use of a consultant is permitted.

The Committee will review insurance costs, explore program additions or revisions, modifications and cost containment options, and examine utilization patterns and make recommendations to the Superintendent for changes within existing health insurance programs as well as adding and/or modifying health insurance plans/programs.

I. Waiver

1. Any Member currently receiving or who is eligible for Board paid contributions toward hospitalization, surgical and major medical insurance who waived the right to insurance for one (1) full benefit year (January 1 through December 31) will receive a lump sum payment on the first pay period following completion of that benefit year of \$1,000. To be eligible for the payment, the employee may not be covered by any Perrysburg Schools health insurance program for the waiver year.
2. In the event of a change in the need for coverage due to a major life event causing a cessation of the Member's alternate source of coverage during the waiver year (major life event described as death of spouse, divorce, dissolution, spouse loss of job), the Member may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided she/he has filed the proper application card with the Office of the Treasurer. Such re-entry into the insurance program will preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated during the waiver year. If a Member retires or resigns before the waiver period is up the waiver will be pro-rated.

3. Should a Member elect to participate in the program, the Member must complete the waiver form by the 1st of October. The waiver shall remain in effect unless the Board receives written notification. A participant in the waiver program may change only once during open enrollment and must notify the Board prior to the last day of open enrollment of the requested change of status. A Member who withdraws from the program may not re-enter same until the following year, except for the conditions established in paragraph 2 above. A newly employed Member may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis. The waiver amount shall be paid in a separate check.

J. New Employees

A newly hired Member who is eligible for insurance coverage and elects same will be insured effective with the first day of the first full month of Board employment.

K. Spouses both employed by Perrysburg Schools

When both spouses are employed by Perrysburg Schools with no dependents, they must each enroll for single coverage, rather than family coverage. If both spouses are employed by Perrysburg Schools and have dependents covered by Perrysburg Schools, one must take family coverage.

ARTICLE XXVI. EMPLOYEE'S RETIREMENT CONTRIBUTION

The Board will designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax will be the employee's total gross income reduced by then-current percentage amount of the employee's mandatory State Teachers' Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board will be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased thereby.

ARTICLE XXVII. INDIVIDUAL RIGHTS

The provisions of this agreement shall be uniformly applied to all members of the bargaining unit.

ARTICLE XXVIII. MISCELLANEOUS

- A. Each building will have a committee that will function as an open forum for discussion. Committee members and meeting times will be arranged by the PEA in cooperation with

the building principal. The committee will meet as needed at a mutually agreed upon time.

B. Medical Procedures

Except for field trips, no classroom teacher shall be required to administer medications or provide nursing services to any student. Members must contact the school nurse prior to any field trip.

C. Extended Time Allowance

Members of the bargaining unit assigned to positions as District K-12 guidance personnel and (when part of the unit) school psychologists or other members of the bargaining unit required in writing by the Superintendent's office to work beyond the regular school year will be issued supplemental contracts for services beyond the regular Member work year. Such contracts shall provide compensation for such services at the member's regular per diem rate for each full day of extended service. The number of extended days may vary from year to year. Extended time days shall occur on nonscheduled work days (Monday through Friday). Other services beyond the regular school year performed by a bargaining unit member which is not required in writing by the Superintendent's office shall be compensated at the established hourly rate for such hours as are approved by the Superintendent's office.

D. Perfect Attendance Incentive

If in the first semester a unit member has perfect attendance, excluding professional days, the member shall receive a stipend of \$100.00; a unit member with perfect attendance, excluding professional leave, for the second semester shall receive a stipend of \$150.00. These amounts shall be prorated for part-time Members and shall not be available to tutors.

E. Smoking

All buildings and grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance.

F. Drug-Free Schools

The Association and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all students that the District be a drug and alcohol-free work place. The Association and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

1. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result. However PEA retains

its rights to bargain over any material changes in policy or rules proposed by the Board.

2. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.
3. Before any reasonable suspicion testing program commences, at least three administrators appointed by the Superintendent shall attend training offered by the Ohio Bureau of Workers’ Compensation in the detection and prevention of abuse of drugs or alcohol paid by the Board. Four members appointed by the Association President shall be offered the opportunity to attend such training.
4. Employees may be tested for abusive illegal drug usage of drugs or alcohol where there are reasonable grounds to believe that the employee to be tested is abusing illegal drugs. Before an employee may be directed to reasonable grounds testing, a committee composed of at least two appropriately trained administrative personnel will consider the specific, objective facts which raise reasonable concerns regarding illegal drug abuse. The administrators will offer to meet with an appropriately trained PEA member appointed by the PEA President to review and discuss those facts and inferences. However, no member of the PEA will be expected or required to identify or offer an opinion with respect to whether an employee should be tested for use of drugs or alcohol. Such facts and inferences may be based upon, but are not limited to, any of the following:
 - a. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.
 - b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.
 - c. The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.
 - d. Repeated or flagrant violations of the Board’s safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board’s drug free workplace policy and do not appear attributable to other factors.

5. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. “Accident” means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board’s business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board’s business, or within the scope of employment, and which results in any of the following:
 - a. A fatality of anyone involved in the accident.
 - b. Bodily injury requiring off-site medical attention away from the employer’s place of employment.
 - c. Vehicular damage in apparent excess of \$2500, or
 - d. Non-vehicular damage in apparent excess of \$2500.
6. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing shall be disciplined up to and including discharge.
7. Testing shall be conducted at a laboratory that meets “Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register.”
 - a) Guidelines and Additional Requirements -- Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services’ “Mandatory Guidelines for Federal Workplace Drug Testing Programs,” as set forth in the Federal Register and at Board expense. In addition to the “Guidelines,” urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section B., 2. All alcohol testing will, as a minimum, include the use of: evidential-grade breath alcohol analysis devices.” Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section B., 2.
 - b) Testing Positive
 - (1) In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.

- (2) An employee testing “positive” will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.
8. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures will be encouraged to accept a referral to such a Program.
 9. Discipline
 - a. Confirmation – No adverse action or discipline will be taken against any employee on the basis an unconfirmed “positive” result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.
 - b. Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement. Such discipline must meet the just cause standard.
 10. The Board shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Board.
 11. Subject to the provisions of this policy, employee confidentiality shall be maintained.
 12. This Section shall be construed and applied so as to be consistent with the Americans With Disabilities Act.

No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination in accordance with O.R.C. 3319.16, and referral for prosecution.

Through this Agreement, the Board provides members of the bargaining unit with the mandatory standard of conduct described above and a description of the range of sanctions that may be imposed for a particular violation. Information about drug and alcohol counseling and rehabilitation and re-entry programs is available to employees of the Perrysburg Exempted Village Schools and may be obtained through the Superintendent's office.

G. Americans with Disabilities Act

The Superintendent may transfer and assign certificated employees in order to provide a reasonable accommodation to disabled bargaining unit members in compliance with the Americans with Disabilities Act.

H. Salary Placement and Contract Status

For the purpose of this paragraph (H), "day" means central office business day. In order to be eligible for new salary schedule placement, Members must supply the office of the Superintendent with written confirmation of their attainment of additional hours not later than ten days before the first work day of the year or ten days before the end of the first semester of the year. Original transcripts or a written form that is available at the Personnel office shall be completed by the university and submitted to the Personnel office at least ten (10) days before the first work day of the year or ten days before the end of the first semester of the year. Additional hours which entitle the Member to advance on the salary schedule shall be made effective with the first pay of each semester, provided the notice has been given within the timeline set forth above. Members who believe they will be eligible for consideration for continuing contract status (tenure) pursuant to the guidelines listed below, must advise the office of the Superintendent and the building principal of that fact by October 1st. Failure to so advise the office of the Superintendent by that date will result in a waiver of the Member's right to be considered for continuing contract until the following school year.

I. Eligibility for Continuing Contract Status

1. If a Member received his/her initial certificate or license prior to January 1, 2011, he/she shall be eligible for a continuing contract after completing 3 years with Perrysburg schools (at least 3 of the last five years, OR 2 years if tenure was granted elsewhere.)
2. If a Member received his/her initial license on or after January 1, 2011, the Member shall be eligible for a continuing contract 7 years after receiving their Resident Educator or initial license.
3. Member must have one of the following:
 - a. If the Member did not hold a masters' degree at the time of initially receiving a Members' certificate or an educator license, thirty 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.

- b. If the Member held a masters' degree at the time of initially receiving a Member's certificate or an educator license, six 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 with the state board of education shall adopt.
4. A Member must meet the eligibility requirements for a continuing contract set forth in O.R.C. 3319.11(B) and 3319.08(D-F).
5. Member must send letter requesting continuing contract status to building principal *and* superintendent no later than October 1.
6. Building principal must send letter to Superintendent recommending Member for tenure. Superintendent recommends to board.

Under RC 3319.11, the superintendent has the option to recommend reemployment of a Member eligible for tenure under a one-time contract with reasons directed at professional improvement, only if the Board rejects, by $\frac{3}{4}$ vote, the superintendent's recommendation for tenure.

J. Classroom Movement

Members whose classroom assignments have changed are expected to pack all of their personal belongings. Actual movement of personal belongings as well as District materials from one location to another will be the responsibility of the District with any additional help required for such activity to be paid at an appropriate classified employee rate.

K. Occupational Safety and Health

The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules or regulations adopted under the authority of Chapter 4167. The Board is entitled to adopt such policies and procedures without any obligation to bargain.

Except for a condition which the Member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, a Member must report an alleged violation. If the alleged violation is not resolved within ten (10) days or if the teacher feels she/he has been discriminated against in violation of Chapter 4167, the teacher may file a grievance under Article VII.

Before exercising her/his right to refuse work under Section 4167.06 because of a condition, which the Member acting in good faith reasonably believes, presents an

imminent danger of death or serious harm to her/him, the Member must immediately notify her/his supervisor of the condition. The Member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

L. Administrator Review

PEA and administrators will work to resolve concerns on a case-by-case basis. A resolution team of PEA members and administrators will be selected to investigate situational concerns to determine the correct course of action. All participants will be assured that events will be confidential. A written summary form will be maintained to document the current situation. Concurrently, no written documentation will appear in the PEA member's annual evaluation.

PEA members may request resolution through the PEA leadership, who will contact the Superintendent to start the resolution process. PEA members are the only persons who may initiate the process.

M. Association Release Time

The Association President shall be granted release time. If the President is a junior or senior high school teacher, she/he shall be released one (1) period per day in place of an assigned duty. If the President is an elementary faculty member, she/he shall be excluded from pre and post student day duties. It is understood that the President remains responsible for participating in activities relating to the education of students, including but not limited to IEP conferences, student credentialing, etc., that might be scheduled during such release time and that the President normally will remain in her/his assigned building during the release time.

In addition, if the Association President is an elementary teacher, the President may use up to a total of five (5) workdays per school year, for Association matters, within or outside of the District; the Superintendent may approve up to three (3) additional workdays per school year upon request of the Association. The additional three (3) workdays shall be at the Association's expense for the cost of the substitute.

If the Association President is an intermediate teacher, the President may use up to a total of six (6) workdays per school year, for Association matters, within or outside the District; the Superintendent may approve up to four (4) additional workdays per school year upon request of the Association. The additional four (4) workdays shall be at the Association's expense for the cost of the substitute.

N. Intra and Inter-District Enrollment

1. Children of certificated/licensed employees residing in the District and who elect to participate in the intra-district enrollment program shall be given first consideration for building assignment, provided the intra district enrollment request is submitted 30 days prior to the intradistrict enrollment deadline.
2. Inter-district enrollment

The PEA and board recognize the importance of high morale and its relationship to both home and work. To this end, the PEA leadership and representatives of the board will meet regularly to explore the feasibility and economic impact of allowing bargaining unit members' children who reside outside the district to attend Perrysburg Schools. A recommendation will be given to the board on a yearly basis.

O. LPDC (Local Professional Development Committee)

The LPDC shall determine its rules for voting, planning or other organization issues that are in compliance with the Ohio Revised Code.

Compensation for members appointed by PEA at .08, with .12 for the chair on the index supplemental schedule. The LPDC is recognized as the district's liaison with the State regarding licensure, and is the only path through which Members may renew their licenses.

When placing or replacing PEA members for any committee receiving compensation, the PEA Executive Board will make recommendations, not appointments to the Superintendent for hire.

P. Supplemental Review Committee – Ground Rules

1. A Supplemental Review Committee (SRC) shall be appointed by the Board of Education and the Perrysburg Education Association. Appointments shall be for the length of the Master Agreement, unless the appointee no longer meets the criteria established for his/her appointment. Replacements shall be made in the same manner as used for the original appointments.

2. The committee shall consist of eight (8) working members:

a. Four (4) members shall be appointed by the President of the association to include

One (1) Elementary staff member

Two (2) Jr. High staff members

One (1) High School staff member

At each level, the member should hold a supplemental. At such time that an appointee no longer meets the criteria for his/her appointment, the President of the Association will name a replacement, using the criteria required to maintain the balance of positions as indicated above.

b. Four (4) members shall be appointed by the Superintendent to include:

Athletic Coordinator

Co-Curricular Coordinator

One (1) Principal

Director of Personnel

3. The SRC will be responsible for making a recommendation to the Superintendent, after reviewing requests submitted by Members and administrators for:
 - a. Adding a position
 - b. Deleting a position
 - c. Moving a supplemental on the supplemental salary schedule (to be moved only at such time as a new Master Agreement between the Board and the Association shall be implemented).
 - d. Creating or revising job descriptions.
4. The Superintendent, upon receipt of the SRC recommendations, shall consider said recommendations and take action within ten (10) days of receipt of such recommendations. The Superintendent shall provide the SRC with his/her written decision regarding the recommendations with supporting rationale.
5. If four or more members of the committee are not satisfied with the Superintendent's rationale, the matter may be submitted to the Board for final consideration.
6. The SRC shall adopt its own procedures and meeting dates.

Q. Job Sharing

1. Two Members who are qualified and certified/licensed for the same position may be granted the opportunity to share a job upon recommendation by the Superintendent.
2. Job sharing shall refer to a voluntary option available for two unit members in like job classifications (certification) to share one (1) full-time position. Priority for job sharing opportunities shall be given to unit members on a "first come, first served" basis.
3. The Superintendent may designate grade levels and buildings at which job sharing opportunities may be available and may limit the number of job sharing opportunities, District-wide. Job sharing must conform to and last the full school year unless approved for modification by the Superintendent.

4. The salary of the job-sharing Member shall be the percentage of that Member's salary as set forth in this Agreement, which represents a percentage of the job that the Member performs. For example, if two (2) Members equally share a position, each Member will be paid 50% of the salary she/he would otherwise earn.
5. Job sharing Members will have the option of paying fifty percent (50%) of all insurance premiums at the established rate.
6. All sick leave and personal leave days are accrued and accumulated at the same percentage as job-sharing Members will be working (e.g. 50%=7.5 sick days and 1.5 personal days per year).
7. Each job-sharing Member shall be credited with a full year of seniority and a full year of credit for placement on the salary schedule for each year they participate in a job sharing position.
8. Unit members interested in job sharing for an upcoming school year can request a meeting with the building principal and Superintendent to discuss job-sharing opportunities. It shall be the primary responsibility of the unit member seeking a job sharing opportunity to find an acceptable job-sharing partner. No unit member shall be required to job share or be involuntarily assigned or transferred for the purpose of job sharing.
9. To be considered for job sharing, the interested Members must submit a written proposal to the Superintendent no later than April 1 of the school year preceding the school year in which the job share will be implemented. The proposal must include a letter to the building principal and a copy to the Superintendent, requesting that the unit members' contracts be reduced, and detail the specific position which will be shared, and how the proposed arrangement will work. The proposal must detail how the unit members' educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance, and participation in in-service meetings, staff meetings, team meetings, material selection meetings, IEP meetings, etc.
10. Unless there is a different agreement between the Members and the principal, job-sharing Members at the elementary buildings shall split the day equally, and at the middle school and high school shall divide assignments and number of periods equally.
11. The administration will attempt to comply with the wishes of the job-sharing Members regarding scheduling, but reserves the right to schedule working hours and classes as needed.
12. Each job-sharing Member's workday will be 3.75 hours. Both Members must attend scheduled parent conferences.
13. Other staff will not be required to assume any responsibilities of the job-sharing Members.

14. Between them, the job-sharing Members shall be responsible for performing a full time equivalency of instructional and supervisory assignments, including committee assignments and attendance at staff meetings, team meetings, materials selections meetings, in services, IEP meetings, etc. The job-sharing Member attending one of the above listed meetings shall solicit the view of his/her partner in advance of the meeting so the absent partner's views are able to be presented and shall be responsible for sharing the meetings results with the partner. Unless circumstances require the attendance of both Members at a particular meeting, for example certain IEP meetings, or student staffings, attendance by one of the pair will satisfy this requirement.
15. At the end of each grading period, the job-sharing partnership will be reviewed, or more often if necessary by the building principal or his/her designee and the Superintendent, to ensure that the Members involved in the job share are performing their duties at expected standards. Key considerations will be:
 - a. The partnership work schedule does not interfere with normal interactions with supervisors, fellow employees, parents and students;
 - b. The partnership schedule does not adversely affect the ability of other employees and/or students to perform their work;
 - c. The partnership ensures their accessibility to staff who maintain full-time hours;
 - d. Leave (professional, personal and sick leave) have been handled in the same manner as prior to the job-sharing partnership; and
 - e. The partnership is following the agreed upon work schedule.
16. Inadequate availability, reduced work production and/or work quality may be cause for modification or termination of the job-sharing partnership. If a recommendation is made that a job-sharing partnership be terminated and returned to one-full time position prior to the end of the school year, the individual Member's seniority will be considered in deciding who will be given the option of remaining in the position on a full-time basis. The job-sharing Member who does not remain in the full time position in this case shall be subject to layoff and recall procedures outlined in Article XVI of the Master Agreement. If neither Member desires full time employment, the position may be posted and the both Members in the job-share will be subject to lay-off procedures. In no event shall a Member who is/was job sharing displace another Member prior to the end of the school year.
17. By April 1 of each school year, the Members involved in a job-sharing partnership must notify the building principal(s) and Superintendent in writing whether they wish to continue the job-sharing arrangement for the next school year. If the Members decide to dissolve the job-sharing arrangement at the conclusion of the academic year, each job-sharing Member may choose to apply

for any available full-time position or have the option of resigning from the system.

18. By March 31, the Members involved in job sharing and the building principal will review the job-sharing program and the specific job-sharing arrangement. At this time the Members should offer their input on improving the job-sharing program for the next academic year along with their requests for time scheduling.
19. Non-job share Members on the recall list must be offered positions before job-sharing Members can be offered full-time contracts.
20. If during the school year one of the job-sharing Members becomes unable to continue the job-sharing arrangement, that Member shall give a four-week notice to the building principal and Superintendent, unless an emergency necessitates immediate change and the remaining job sharing Member shall fill the fulltime position for the remainder of the school year. The other job-sharing Member will use appropriate leave provisions as outlined in the Master Agreement.
21. Job-sharing Members shall be subject to all other provisions of the Master Agreement.

R. School-Year Calendar

The Superintendent has the authority to create and recommend a school year calendar to the Board of Education. The Superintendent shall create an ad hoc committee for the purposes of exploring new calendar options. This committee will consist of representatives of all stakeholders and at least three, but no more than five, PEA members appointed by the PEA president. The committee will cease to exist upon their recommendation to the Superintendent.

ARTICLE XXIX. ENTIRE AGREEMENT CLAUSE

This Master Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. In accordance with Ohio Revised Code Section 4117.10(A), the provisions of this Agreement shall supersede, control and govern the relationship of the parties in the place of provisions included in Ohio law.

ARTICLE XXX. SALARY AND DURATION

- A. This Agreement shall be effective from August 1, 2019 through July 31, 2021. The parties agree, with reference to the 2020-2021 school year only, to reopen negotiations for the limited purpose of bargaining solely with respect to wages and insurance fringe benefits. If full agreement is not reached under this reopener, the impasse resolution procedure appearing in Article III of this Agreement shall apply.

B. Perrysburg Compensation and Performance Plan (P-CAPP)

1. Annual Salaries.

- a. Members shall be paid on the P-CAPP schedule attached as Appendix A in 2019-2020. The resulting base salary shall be:

2019-2020: \$39,435.83

- b. During the entire duration of this Master Agreement each Member who has gained the additional training to move horizontally on the salary schedule for regular contract duties shall be moved to the higher training column in accordance with Section XXVIII(H) of the Master Agreement.
- c. Beginning with the 2017-18 school year and continuing thereafter, each Member who was in paid status for the Board for at least one hundred twenty (120) contract days during the immediately preceding school year shall be credited with that year on the Salary Schedule.
- d. Beginning with the 2013-14 school year, if during a previous school year the Member was placed on the Salary Schedule A at a top consecutive level (e.g., 16 levels in the BS column or 18 levels in the Master's column), the Member shall receive level credit for his/her service in the District of at least one hundred twenty (120) days in the 2010-11 and/or 2011-12 school year (2 levels for such service in both school years) for all placement on all levels beyond the last consecutive level in the particular column.
- e. This Article sets forth the exclusive method for Members to move to higher levels and/or training columns, notwithstanding any other language in this Master Agreement or provision of law.

2. The three notes on the most recent Appendix A shall be included on the new Appendix A schedule.

3. Perrysburg Performance Points

- a. Temporary Suspension of PPP for 2019-2020 School Year

For the 2019-2020 school year only, the Perrysburg Performance Points (PPP) program shall be suspended, and no member is eligible to earn or receive compensation for this program. This one-year suspension shall not be considered a reduction in salary pursuant to ORC 3319.08.

Members may continue to earn points under the PPP program during the 2019-2020 school year; however, annual stipends under (c) and career reward payments under (d) shall not be paid. A member who opts in for the 2019-2020 school year may continue to earn points to count towards the five school year thresholds set forth in (d)(2) and (d)(3), though no payments shall be

earned or paid for in the 2019-2020 school year.

b. Joint Committee

A Joint Committee shall be formed during the 2019-2020 school year, composed of up to four (4) members of the Association appointed by the Association President and up to four (4) members appointed by the Superintendent. The committee shall meet to study the PPP program and compensation. The Committee shall make recommendations to the negotiations teams.

c. Annual Stipends

For each school year Members can opt into earning PPPs for that school year by filing a written opt-in with the Superintendent or designee by June 30. A Member shall be paid a dollar stipend in the following June based on PPPs achieved, as set forth in Appendix B.

d. Career Rewards

(1) The parties hereby create four (4) career bands, meaning four (4) ranges in the numbers of years of service to Perrysburg Schools as an educator in paid service for at least one hundred twenty (120) days in a school year:

Career Band

- A. 0-9
- B. 10-19
- C. 20-29
- D. 30 and up

(2) If a member receives for five (5) or more school years during Career Bands A or C at least seventy (70) Perrysburg Performance Points, each of the five (5) school years or more, beginning with the school year following, that member shall be given an extra school year's experience level on the P-CAPP schedule beyond the member's actual experience. If the member does so in both Career Bands A and C, the member will be moved up one level at the end of each Band, for a total of two (2) levels over the member's career.

(3) If a member receives for five (5) or more school years during Career Band B at least seventy (70) Perrysburg Performance Points, each of the five (5) school years or more, in the month of June following such fifth (5th) school year, the member shall receive a full-time equivalent one-time lump sum of two thousand dollars (\$2,000).

(4) If a member with at least thirty (30) years of credit as an educator to Perrysburg Schools receives at least seventy (70) Perrysburg Performance Points in a school year, the member will earn \$500 for such a school year, payable with the member's retirement severance pay.

4. Appeals Process

After receiving notification of the number of PPPs to be awarded, the Member has ten (10) days to notify both a representative of the PEA and the Superintendent or designee of any concerns with the amount of PPPs that were awarded. Upon notification all parties shall meet within five (5) days. If no resolution is reached at this initial meeting, an appeals board consisting of two representatives selected by the PEA President and two representatives selected by the Superintendent will hear the case. The appeals board must issue its decision by majority vote within five (5) days of meeting. No grievance can be filed about the number of PPPs awarded.

**PERRYSBURG EDUCATION
ASSOCIATION**

**PERRYSBURG EXEMPTED VILLAGE
SCHOOL DISTRICT BOARD OF
EDUCATION**

Tom Pym

Sho 2 Hoiler

Kelly A. Rosebrock

Willsner

Margaret Bernard

Bennie Johnson

AA

Kadell Amstadt

Lana L. Short

Brian S. Ford

W. S. Fin

Pamela D. Harrington

Will [Signature]

[Signature]

June 21, 2019

June 21, 2019

APPENDIX A
 Index
 PERRYSBURG EDUCATION ASSOCIATION INDEX

DEGREE LEVEL	BS	BS+15	BS+30	M	M+10
0	1.0000	1.0550	1.1100	1.1650	1.2200
1	1.0550	1.1100	1.1650	1.2200	1.2750
2	1.1100	1.1650	1.2200	1.2750	1.3300
3	1.1650	1.2200	1.2750	1.3300	1.3850
4	1.2200	1.2750	1.3300	1.3850	1.4400
5	1.2750	1.3300	1.3850	1.4400	1.4950
6	1.3300	1.3850	1.4400	1.4950	1.5500
7	1.3850	1.4400	1.4950	1.5500	1.6050
8	1.4400	1.4950	1.5500	1.6050	1.6600
9	1.4950	1.5500	1.6050	1.6600	1.7150
10	1.5500	1.6050	1.6600	1.7150	1.7700
11	1.6050	1.6600	1.7150	1.7700	1.8250
12	1.6600	1.7150	1.7700	1.8250	1.8800
13	1.7150	1.7700	1.8250	1.8800	1.9350
14	1.7700	1.8250	1.8800	1.9350	1.9900
15	1.8250	1.8800	1.9350	1.9900	2.0450
16	1.8800	1.9350	1.9900	2.0450	2.1000
17		1.9900	2.0450	2.1000	2.1550
18				2.1550	2.2100
19					2.2650
23	1.9350	2.0450	2.1000	2.2100	2.3200
27	1.9900	2.1000	2.1550	2.2650	2.3750
29	2.0450	2.1550	2.2100	2.3200	2.4300

Appendix A
Perrysburg Public Schools
2019-2020
Compensation Plan for Teaching Personnel

1.00%

39,045.38 2018-19 Base

2019-2020 Base Salary
39,435.83

DEGREE	BS	BS+15	BS+30	M	M+10
LEVEL	Salary	Salary	Salary	Salary	Salary
0	39,435.83	41,604.80	43,773.78	45,942.75	48,111.72
1	41,604.80	43,773.78	45,942.75	48,111.72	50,280.69
2	43,773.78	45,942.75	48,111.72	50,280.69	52,449.66
3	45,942.75	48,111.72	50,280.69	52,449.66	54,618.63
4	48,111.72	50,280.69	52,449.66	54,618.63	56,787.60
5	50,280.69	52,449.66	54,618.63	56,787.60	58,956.57
6	52,449.66	54,618.63	56,787.60	58,956.57	61,125.54
7	54,618.63	56,787.60	58,956.57	61,125.54	63,294.51
8	56,787.60	58,956.57	61,125.54	63,294.51	65,463.48
9	58,956.57	61,125.54	63,294.51	65,463.48	67,632.45
10	61,125.54	63,294.51	65,463.48	67,632.45	69,801.43
11	63,294.51	65,463.48	67,632.45	69,801.43	71,970.40
12	65,463.48	67,632.45	69,801.43	71,970.40	74,139.37
13	67,632.45	69,801.43	71,970.40	74,139.37	76,308.34
14	69,801.43	71,970.40	74,139.37	76,308.34	78,477.31
15	71,970.40	74,139.37	76,308.34	78,477.31	80,646.28
16	74,139.37	76,308.34	78,477.31	80,646.28	82,815.25
17		78,477.31	80,646.28	82,815.25	84,984.22
18				84,984.22	87,153.19
19					89,322.16
23	76,308.34	80,646.28	82,815.25	87,153.19	91,491.13
27	78,477.31	82,815.25	84,984.22	89,322.16	93,660.11
29	80,646.28	84,984.22	87,153.19	91,491.13	95,829.08

*Hourly Rate

29.82 Hourly Rate

**Graduate hours and locally developed board paid PAC credits only.

**A teacher new to the system or who has a break in service with the Perrysburg Schools will be allowed full credit for three (3) years teaching and military service. Additional years may be granted at the discretion of the Superintendent where the teacher would be responsible for the performance of a related supplemental contract or is assigned to a specialty certification/license area. Teachers will sign a form prior to being hired disclosing all teaching and military experience and acknowledging the years of service granted at hire. Any current part time teacher with Perrysburg Schools that is moving to full time will be granted a maximum of three (3) years of experience. Their part time years will counted as half-credit up to the three (3) year maximum.

Appendix B
P-CAPP Perrysburg Compensation and Performance Plan

Area of Focus	Incentive	You Earn																				
Professional Growth	Earning at least three (3) CEUs, approved by the LPDC and earned between July 1 and June 30 or LPDC approved coursework that supports the district mission or Master Teacher (Continuous) or National Board Certification (Continuous)	3 CEU's = 18 Points 4 CEUs = 24 Points 5+ CEUs = 30 National Board Certification or Master Teacher = 30 Points																				
Organizational Citizenship	Mentor Teacher; Cooperating teachers in a co-teaching environment (training required); Teacher Activity Sheet	Maximum=20 points Mentor Teacher = 20 Points Cooperating Teachers = 15 Points Teacher Activity Sheet 1 -20 points as determined by BLT/DLT																				
Collaboration	Teachers will demonstrate evidence of continuing collaboration addressing closing the achievement gap (data required) or making measurable progress on a District Goal (pre- and post data required); Principal and BLT must approve to ensure alignment with building goals	Collaboration 1-20 Points (as determined by the BLT/DLT)																				
Attendance	Teachers earn this incentive by missing five (5) or fewer days during the school year. (Days do not include military leave, family medical leave, personal days, assault leave, jury duty, religious holidays, leave to attend a funeral for a current student as set forth in Article XIII (E)(13) and professional leave days.)	5 or fewer days missed= 10 Points																				
Student Growth	The Student Growth Incentive is defined as a combination of "Indicators Met" from the Ohio Department of Education Report Card and the Teacher's Final Summative Rating in OTEs	<table border="1"> <thead> <tr> <th></th> <th>Ineffective</th> <th>Developing</th> <th>Skilled</th> <th>Accomp</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>0</td> <td>12</td> <td>18</td> <td>20</td> </tr> <tr> <td>B</td> <td>0</td> <td>10</td> <td>15</td> <td>18</td> </tr> <tr> <td>C</td> <td>0</td> <td>0</td> <td>10</td> <td>15</td> </tr> </tbody> </table>		Ineffective	Developing	Skilled	Accomp	A	0	12	18	20	B	0	10	15	18	C	0	0	10	15
	Ineffective	Developing	Skilled	Accomp																		
A	0	12	18	20																		
B	0	10	15	18																		
C	0	0	10	15																		
PPP's earned	10	20	30	40	50	60	70	80	90	100												
Awarded Stipend	\$100	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1000												

Appendix C
PERRYSBURG PUBLIC SCHOOLS
PERRYSBURG, OHIO
CO-CURRICULAR SCHEDULE

BLDG	POSITION	INDEX	2019/2020 Base \$8,153.01	2019/2020 10% Reduct. Non-PEA
HS	Athletic Coordinator - Assistant - HS	1.750	14,267.76	12,840.98
JH	Athletic Coordinator - JH	1.750	14,267.76	12,840.98
HS	Auditorium Manager - HS (Teacher hourly rate)**		29.53	26.58
JH	Auditorium Manager - JH (Teacher hourly rate)**		29.53	26.58
HS	Band - Director - HS	0.650	5,299.45	4,769.51
HS	Band - Assistant - HS	0.400	3,261.20	2,935.08
HS	Band - Indoor Drumline Coordinator - HS	0.300	2,445.90	2,201.31
HS	Band - Jazz OR Pep Band Director - HS	0.225	1,834.43	1,650.98
HS	Band - Summer Director (Band Camp) - HS	0.200	1,630.60	1,467.54
HS	Band - Summer Asst. (Band Camp) - HS	0.130	1,059.89	953.90
JH	Band - Director - JH	0.400	3,261.20	2,935.08
JH	Band - Assistant - JH	0.200	1,630.60	1,467.54
HS	Baseball - Head - HS	0.750	6,114.75	5,503.28
HS	Baseball - Assistant - HS	0.450	3,668.85	3,301.97
HS	Baseball - Summer - HS	0.150	1,222.95	1,100.66
HS	Basketball - Head Boys - HS	1.000	8,153.01	7,337.71
HS	Basketball - Assistant Boys - HS	0.650	5,299.45	4,769.51
HS	Basketball - Head Girls - HS	1.000	8,153.01	7,337.71
HS	Basketball - Assistant Girls - HS	0.650	5,299.45	4,769.51
JH	Basketball - Boys - JH	0.600	4,891.80	4,402.62
JH	Basketball - Girls - JH	0.600	4,891.80	4,402.62
ELEM	BLT Members (Elementary)	0.350	2,853.55	2,568.20
HS	Bowling - HS	0.250	2,038.25	1,834.43
HS	Cheerleading - Head Basketball - HS	0.500	4,076.50	3,668.85
HS	Cheerleading - Assistant Basketball - HS	0.200	1,630.60	1,467.54
HS	Cheerleading - Head Football - HS	0.400	3,261.20	2,935.08
HS	Cheerleading - Assistant Football - HS	0.200	1,630.60	1,467.54
HS	Cheerleading - Head Wrestling - HS	0.300	2,445.90	2,201.31
HS	Cheerleading - Assistant Wrestling - HS	0.195	1,589.84	1,430.85
HS	Cheerleading - Competition - HS	0.200	1,630.60	1,467.54
JH	Cheerleading - Basketball - JH	0.300	2,445.90	2,201.31
JH	Cheerleading - Football - JH	0.250	2,038.25	1,834.43
HS	Choir - Competitive Head Show Choir - HS	0.600	4,891.80	4,402.62
HS	Choir - Competitive Show Choir Combo - HS Instrumental	0.200	1,630.60	1,467.54
JH	Choir - Competitive Head Show Choir - JH	0.400	3,261.20	2,935.08
HS	Co-Curricular Coordinator - HS	0.410	3,342.73	3,008.46
HS	Cross Country - Head - HS (1 Boys/1 Girls)	0.625	5,095.63	4,586.07
HS	Cross Country - Assistant - HS	0.350	2,853.55	2,568.20
JH	Cross Country - Head - JH (1 Boys/1 Girls)	0.400	3,261.20	2,935.08
JH	Cross Country - Assistant - JH	0.250	2,038.25	1,834.43
HS	Dance Team - HS	0.500	4,076.50	3,668.85
HS/JH	Department Heads (2-3 Teachers/Dept.)	0.275	2,242.08	2,017.87
HS/JH	Department Heads (4-5 Teachers/Dept.)	0.343	2,796.48	2,516.83
HS/JH	Department Heads (6-8 Teachers/Dept.)	0.388	3,163.37	2,847.03
HS/JH	Department Heads (9 + Teachers/Dept.)	0.433	3,530.25	3,177.23
HS	Dramatics - (1 fall/1 winter) - HS	0.650	5,299.45	4,769.51
HS	Dramatics - Assistant (1 fall/1 winter) - HS	0.400	3,261.20	2,935.08
HS	Football - Head - HS	1.000	8,153.01	7,337.71
HS	Football - Assistant - HS	0.650	5,299.45	4,769.51
JH	Football - Head 7th, 8th - JH	0.600	4,891.80	4,402.62
JH	Football - Assistant 7th, 8th - JH	0.400	3,261.20	2,935.08
HS	Forensics - Head - HS	0.500	4,076.50	3,668.85
HS	Forensics - Assistant - HS	0.400	3,261.20	2,935.08
HS	Golf - Head Boys - HS	0.600	4,891.80	4,402.62
HS	Golf - Assistant Boys - HS	0.300	2,445.90	2,201.31
HS	Golf - Head Girls - HS	0.600	4,891.80	4,402.62
HS	Golf - Assistant Girls - HS	0.300	2,445.90	2,201.31

Appendix C
PERRYSBURG PUBLIC SCHOOLS
PERRYSBURG, OHIO
CO-CURRICULAR SCHEDULE

BLDG	POSITION	INDEX	2019/2020 Base \$8,153.01	2019/2020 10% Reduct. Non-PEA
HS	Gymnastics - Head - HS	0.625	5,095.63	4,586.07
HS	Gymnastics - Assistant - HS	0.350	2,853.55	2,568.20
ELEM	Head Teacher - Elementary	0.410	3,342.73	3,008.46
HS	Hockey - Head - HS	0.650	5,299.45	4,769.51
HS	Hockey - Assistant - HS	0.400	3,261.20	2,935.08
HS	Lacrosse - Head Boys - HS	0.650	5,299.45	4,769.51
HS	Lacrosse - Assistant Boys - HS	0.400	3,261.20	2,935.08
HS	Lacrosse - Head Girls - HS	0.650	5,299.45	4,769.51
HS	Lacrosse - Assistant Girls - HS	0.400	3,261.20	2,935.08
ALL	LPDC - Chair	0.120	978.36	880.52
ALL	LPDC - Members appointed by PEA	0.080	652.24	587.02
HS	Majorette Advisor - HS	0.200	1,630.60	1,467.54
ALL	Mentor Teacher	0.125	1,019.13	917.21
HS	Musical - Acting Director - HS	0.500	4,076.50	3,668.85
HS	Musical - Choreographer - HS	0.200	1,630.60	1,467.54
HS	Musical - Instrumental - HS	0.300	2,445.90	2,201.31
HS	Musical - Musical Director - HS	0.500	4,076.50	3,668.85
HS	Musical - Technical - HS	0.400	3,261.20	2,935.08
JH	Musical - Acting Director - JH	0.500	4,076.50	3,668.85
JH	Musical - Choreographer - JH	0.150	1,222.95	1,100.66
JH	Musical - Instrumental - JH	0.200	1,630.60	1,467.54
JH	Musical - Musical Director - JH	0.400	3,261.20	2,935.08
JH	Musical - Technical Director - JH	0.200	1,630.60	1,467.54
HS	Orchestra - Director - HS	0.650	5,299.45	4,769.51
HS	Orchestra - Assistant - HS	0.400	3,261.20	2,935.08
JH	Orchestra - Director - JH	0.400	3,261.20	2,935.08
JH	Orchestra - Assistant - JH	0.200	1,630.60	1,467.54
ALL	Professional Development Chair	0.080	652.24	587.02
HS	Soccer - Head Boys - HS	0.750	6,114.75	5,503.28
HS	Soccer - Assistant Boys - HS	0.450	3,668.85	3,301.97
HS	Soccer - Head Girls - HS	0.750	6,114.75	5,503.28
HS	Soccer - Assistant Girls - HS	0.450	3,668.85	3,301.97
HS	Softball - Head - HS	0.750	6,114.75	5,503.28
HS	Softball - Assistant - HS	0.450	3,668.85	3,301.97
ALL	Summer/Hourly** (Based BS+15/0)		29.53	26.58
HS	Swim Coach - Head - HS - Boys	0.625	5,095.63	4,586.07
HS	Swim Coach - Head - HS - Girls	0.625	5,095.63	4,586.07
HS	Tennis - Head Boys - HS	0.600	4,891.80	4,402.62
HS	Tennis - Assistant Boys - HS	0.300	2,445.90	2,201.31
HS	Tennis - Head Girls - HS	0.600	4,891.80	4,402.62
HS	Tennis - Assistant Girls - HS	0.300	2,445.90	2,201.31
HS	Ticket Manager - HS	0.400	3,261.20	2,935.08
JH	Ticket Manager - JH	0.300	2,445.90	2,201.31
HS	Track - Head Boys - HS	0.650	5,299.45	4,769.51
HS	Track - Head Girls - HS	0.650	5,299.45	4,769.51
HS	Track - Assistant - HS (*See Note Below)	0.400	3,261.20	2,935.08
JH	Track - Head - JH - Boys	0.500	4,076.50	3,668.85
JH	Track - Head - JH - Girls	0.500	4,076.50	3,668.85
JH	Track - Assistant - JH	0.250	2,038.25	1,834.43
HS	Vocal Music - Director - HS	0.650	5,299.45	4,769.51
HS	Vocal Music - Assistant - HS	0.400	3,261.20	2,935.08
JH	Vocal Music - Director - JH	0.400	3,261.20	2,935.08
JH	Vocal Music - Assistant - JH	0.200	1,630.60	1,467.54
HS	Volleyball - Head - HS	0.750	6,114.75	5,503.28
HS	Volleyball - Assistant - HS	0.450	3,668.85	3,301.97
JH	Volleyball - Head - JH	0.600	4,891.80	4,402.62
HS	Weight Room - HS	0.200	1,630.60	1,467.54

Appendix C
PERRYSBURG PUBLIC SCHOOLS
PERRYSBURG, OHIO
CO-CURRICULAR SCHEDULE

BLDG	POSITION	INDEX	2019/2020 Base \$8,153.01	2019/2020 10% Reduct. Non-PEA
HS	Wrestling - Head - HS	0.750	6,114.75	5,503.28
HS	Wrestling - Assistant - HS	0.450	3,668.85	3,301.97
JH	Wrestling - Head - JH	0.600	4,891.80	4,402.62
JH	Wrestling - Assistant - JH	0.400	3,261.20	2,935.08

*Track - One team - Total Positions - one (1) Head & five (5) Assistants

- Two teams - Total Positions - one (1) Head-Boys, one (1) Head-Girls, two (2) Assistant-Boys & two (2) Assistant-Girls

**Hourly rate based on the formula BS+15/Level 0, divided by 186 days, divi

High School				
BLDG	POSITION	INDEX	2018/2019 Base \$8,153.01	2018/2019 10% Reduct. Non-PEA

HS Level 1 - .4 Index - 1 Position

HS	Student Council - Head - HS	0.400	3,261.20	2,935.08
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HS Level 2 - .3 Index - 5 Positions

HS	Class Advisor - Junior Class - HS	0.300	2,445.90	2,201.31
HS	Club Advisor - Pride Club - HS	0.300	2,445.90	2,201.31
HS	Publications - Newspaper - HS	0.300	2,445.90	2,201.31
HS	Student Council - Assistant - HS	0.300	2,445.90	2,201.31
HS	Yearbook - HS	0.300	2,445.90	2,201.31

HS Level 3 - .225 Index - 2 Positions

HS	Class Advisor - Senior Class - HS	0.225	1,834.43	1,650.98
HS	Club Advisor - National Honor Society - HS	0.225	1,834.43	1,650.98

HS Level 4 - .15 Index - 10 Positions

HS	Class Advisor - Freshman Class - HS	0.150	1,222.95	1,100.66
HS	Class Advisor - Sophomore Class - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Drama - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Environmental - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Photo Club - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - French - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Spanish - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Robotics - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Key Club - HS	0.150	1,222.95	1,100.66
HS	Club Advisor - Art - HS	0.150	1,222.95	1,100.66

Junior High

BLDG	POSITION	INDEX	2018/2019 Base \$8,153.01	2018/2019 10% Reduct. Non-PEA
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JH Level 1 - .3 Index - 1 Position

JH	Yearbook - JH	0.300	2,445.90	2,201.31
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JH Level 2 - .225 Index - 2 Positions

JH	Publications - Power of the Pen - JH	0.225	1,834.43	1,650.98
JH	Student Council - JH	0.225	1,834.43	1,650.98

JH Level 3 - .15 Index - 14 Positions

JH	Activity Coordinator - JH - (8 Positions)	0.150	1,222.95	1,100.66
JH	STEM Club - JH	0.150	1,222.95	1,100.66
JH	Club Advisor - Drama - JH	0.150	1,222.95	1,100.66
JH	Club Advisor - Math Counts - JH	0.150	1,222.95	1,100.66

Appendix C
PERRYSBURG PUBLIC SCHOOLS
PERRYSBURG, OHIO
CO-CURRICULAR SCHEDULE

BLDG	POSITION	INDEX	2019/2020 Base \$8,153.01	2019/2020 10% Reduct. Non-PEA
JH	Club Advisor - WPJH Director - JH	0.150	1,222.95	1,100.66
JH	Club Advisor - Youth-to-Youth - JH	0.150	1,222.95	1,100.66
JH	Publications - Assistant Power of the Pen - JH	0.150	1,222.95	1,100.66
JH	Quiz Bowl - JH	0.150	1,222.95	1,100.66

High School/Junior High				
BLDG	POSITION	INDEX	2018/2019 Base \$8,153.01	2018/2019 10% Reduct. Non-PEA
HS/JH	Sixth Period - One Semester (per 50-minute class period)	0.400	3,261.20	2,935.08
HS/JH	Sixth Period - Two Semesters (per 50-minute class period)	0.800	6,522.40	5,870.16

Elementary				
BLDG	POSITION	INDEX	2018/2019 Base \$8,153.01	2018/2019 10% Reduct. Non-PEA
Elem Level 1 - .20 Index - 3 Positions per Bldg				
ELEM	Safety Patrol - Elementary	0.200	1,630.60	1,467.54
ELEM	Student Council - Elementary	0.200	1,630.60	1,467.54
ELEM	Yearbook - Elementary	0.200	1,630.60	1,467.54

Elem Level 2 - .15 Index - 4 Positions per Bldg				
ELEM	Activity Coordinator - Elementary	0.150	1,222.95	1,100.66

Appendix D

Complaint Procedure Form – Article XII

TO: (Staff member)

FROM: Principal

DATE OF COMPLAINT:

NATURE OF COMPLAINT:

Staff member is to report back to the principal if and how the complaint has been resolved.

APPENDIX E

Designation of Beneficiary for Receipt of Severance Benefits in the Event of Death

I, _____, designate the following beneficiary(ies) for receipt of payment of any severance benefit under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

<u>Name</u>	<u>Relationship</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Percentage</u>
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(Total for all beneficiary(ies) should equal 100%)

In the event none of the foregoing survive me, I hereby designate as secondary beneficiary(ies) the following person(s):

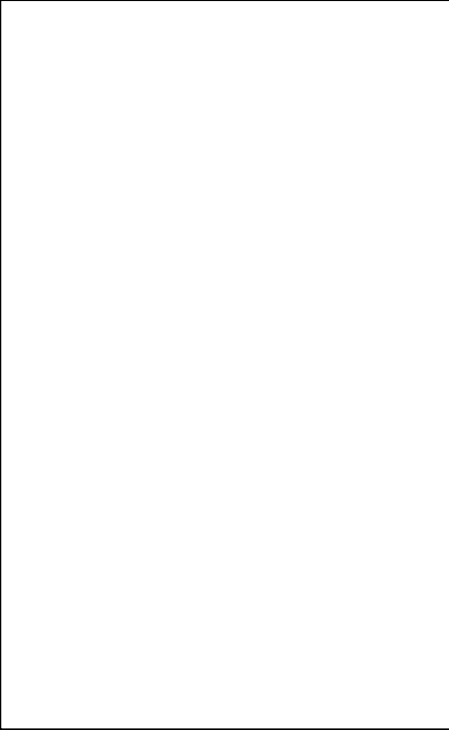
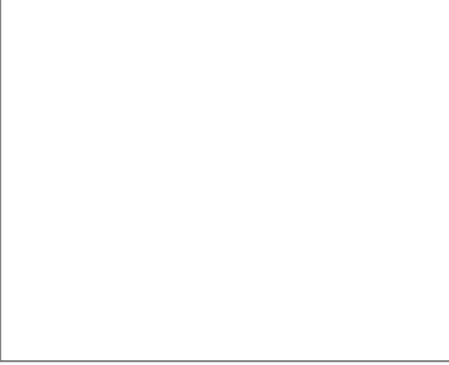
<u>Name</u>	<u>Relationship</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Percentage</u>
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(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiaries named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Dated: _____

Ohio Teacher Evaluation System



2015



Resources

RESOURCES

Self-Assessment

Professional Growth and Improvement Plans

Pre- and Post- Conference Sample Questions

Performance Rubric: Record of Evidence

Conducting a Walkthrough / Informal Observation

Post Conference Planning

Self-Assessment Summary Tool

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

Name:

Date:

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

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of ineffective. However, districts have discretion to place a teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation 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.

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

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

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

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

INSTRUCTION AND ASSESSMENT

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

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

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

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

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

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

CLASSROOM ENVIRONMENT

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

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

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Teacher Performance Evaluation Rubric

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

Teacher Name:

Date:

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	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.
	<p>Evidence</p>				
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	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.
	<p>Evidence</p>				

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<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>
INSTRUCTIONAL PLANNING				
Evidence				

INSTRUCTIONAL PLANNING				
KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	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.
	The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	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.	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.	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. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
Evidence				
INSTRUCTIONAL PLANNING				

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations	<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				
DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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

Instruction and Assessment

RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Ineffective Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	Developing 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.	Skilled Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Accomplished 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
CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	<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
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
PROFESSIONALISM	Evidence			

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *Ineffective, Developing, Skilled or Accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

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

Informally Observe As Often As You Can

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

Focusing on One or Two Areas

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

Make Time to Follow Up

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

Teacher Driven Observations

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

Types of Data

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

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments: _____

Recommendations for Focus of Informal Observations: _____

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: Photocopy to Teacher

Post Conference Planning

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

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference:

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

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	LEAST EFFECTIVE	APPROACHING AVERAGE	AVERAGE	ABOVE AVERAGE
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature ___ Date ___
 Evaluator Signature ___ Date ___

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

Grievance Procedure

APPENDIX G

GRIEVANCE PROCEDURE

Definition: A grievance is defined as a claim by a teacher, group of teachers, or the Perrysburg Education Association (PEA) to enforce its rights under the Master Agreement or on behalf of two or more teachers (hereafter called the grievant) claiming that there has been a violation, misinterpretation of the Master Agreement, policies and procedures that pertain to com Please fill out this form completely and submit it to one of your building representatives.

Remember: The PEA has the right to be present at any step at which the grievance could be (SERB DECISION 84-UR-02-2945 OAPSE v. NEW RICHMOND EXEMPTED VILLAGE BOARD OF EDUCATION: This decision states that the Union must be given the opportunity to be present for all grievance adjustments.)

Today's Date _____

Date of event that gave rise to grievance _____

Name _____ Building _____

Statement of grievant. Use an attached paper if needed. Please indicate dates, times and names of people involved **and the Master Agreement sections that you think were violated.**

What resolution are you seeking? What will make you "Whole"?

Signature of Administrator to indicate receipt of grievance:

Date _____

APPENDIX H

Election by Educator to Participate in P-CAPP Performance Rewards

2019-2020 School Year

The undersigned educator, pursuant to the Master Agreement between the Perrysburg Education Association and the Board of Education, hereby elects to opt into P-CAPP Performance Rewards Based for the 2019-2020 School year. This form must be received no later than _____ (30 calendar days of ratification of agreement). For the 2019-2020 school year only, each educator is eligible to earn Perrysburg Performance Points (PPP's), but will not be eligible for stipends or rewards as set forth in the Salary and Duration article in the PEA agreement.

Employee's Name

Employee's Signature

Date

NOTE: This form must be filed (actually received) at the office of the Executive Director of Human Resources, Kellie Johnson, NO LATER than _____ OR within 30 calendar days of hire.

For Administrative Use:

Received on behalf of the Superintendent on _____, 2019.

**Election by Educator to Participate in P-CAPP Performance
Rewards**

2020-2021 School Year

The undersigned educator, pursuant to the Master Agreement between the Perrysburg Education Association and the Board of Education, hereby elects to opt into P-CAPP Performance Rewards Based for the 2020-2021 School year. This form must be received no later than June 30, 2020. This will allow the educator to collect Perrysburg Performance Points (PPP's) and be eligible for stipends pursuant to the Salary and Duration article in the PEA agreement.

Employee's Name

Employee's Signature

Date

NOTE: This form must be filed (actually received) at the office of the Executive Director of Human Resources, Kellie Johnson, NO LATER than June 30, 2020 OR within 30 calendar days of hire.

For Administrative Use:

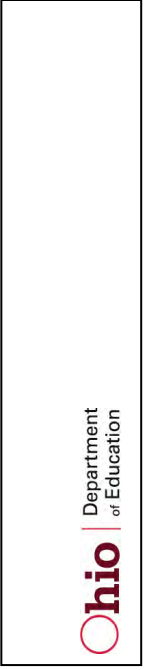
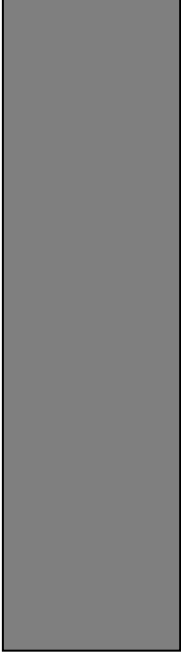
Received on behalf of the Superintendent on _____, 2020.

Ohio School Counselor Evaluation System



Resources

2016



RESOURCES

Self-Assessment

Professional Growth and Improvement Plans

Pre- and Post- Conference Sample Questions

Performance Rubric: Record of Evidence

Informal Observation

Post Conference Planning

Summative Evaluation

Optional Form for Student Metrics

Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

	0	1	2	3	4	5
	N/A	Not at all	Partially	Somewhat	Almost Fully	Completely
I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.						
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
<u>Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.</u>	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
<u>Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.</u>	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
<u>Responsive Services: I develop appropriate interventions for students as needed.</u>	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I partner with school personnel and parents/guardians to achieve common goals for student success.						

I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: _____ Evaluator Name: _____ Self-Directed Collaborative

Goal One	<i>Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>		
	<input type="checkbox"/> Comprehensive School Counseling Program Plan <input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development <input type="checkbox"/> Indirect Services		<input type="checkbox"/> Evaluation and Data <input type="checkbox"/> Leadership and Advocacy <input type="checkbox"/> Professional Responsibility, Knowledge & Growth
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators
			Dates Discussed

Goal Two	<i>Choose the domain(s) aligned to the Metric of Student Outcomes goal.</i>		
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional		
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators
			Dates Discussed

Comments: _____

School Counselor: _____ Evaluator: _____ Date: _____

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation 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.

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. 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 each goal will measure.

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document 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:

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Improvement Plan: Evaluation of Plan

School Counselor Name:
School Year:

Date of Evaluation:
Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- Improvement demonstrated and professional standards met a satisfactory level of performance.
- Continue with the Improvement Plan for a specified amount of time. Date:
- Recommend dismissal.

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.

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

School Counselor Evaluation Rubric

The *School Counselor Evaluation Rubric* is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school’s goals and mission.			
	Ineffective	Developing	Skilled
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school’s goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school’s goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence			

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.</p>	<p>The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.</p>	<p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.</p>	<p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.</p>
	<p>The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.</p>	<p>The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.</p>	<p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.</p>	<p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to promote students' social-emotional development and makes adjustments as needed.</p>
	<p>The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.</p>	<p>The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.</p>	<p>The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.</p>	<p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and makes adjustments as needed.</p>
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

Ineffective

The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.

Developing

The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.

Skilled

The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.

Accomplished

The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.

The school counselor does not coordinate school and community resources to support students and promote their success.

The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.

The school counselor coordinates school and community resources to support students and promote their success.

The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.

The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.

The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.

The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.

The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.

Evidence

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Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not monitor student performance and progress.</p>	<p>The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.</p>	<p>The school counselor monitors individual and group student progress data to identify gaps and develops appropriate interventions to improve student success.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.</p>
	<p>The school counselor does not monitor effectiveness of the program.</p>	<p>The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.</p>
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

	Ineffective	Developing	Skilled	Accomplished
<p>The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.</p> <p>The school counselor does not advocate for nor responds to the needs of diverse populations.</p> <p>The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.</p> <p>The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.</p> <p>The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.</p> <p>The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.</p> <p>The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.</p> <p>The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.</p> <p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for equity of opportunity for all students.</p> <p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor establishes and strengthens relationships within and outside of the school through communication, teamwork and collaboration.</p> <p>The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.</p> <p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.</p> <p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.</p>	
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

Ineffective	Developing	Skilled	Accomplished
<p>The school counselor does not adhere to the American School Counselor Association and other relevant standards for school counselors nor the relevant federal, state and local codes and policies.</p>	<p>The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.</p>
<p>The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.</p>	<p>The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.</p>	<p>The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.</p>	<p>The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.</p>
<p>The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.</p>	<p>The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.</p>	<p>The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.</p>	<p>The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.</p>
Evidence			

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Informal Observation: Open-Ended Form

School Counselor Name: _____ Activity Observed: _____ Date: _____
 Evaluator Name: _____ Time Informal Observation Begins: _____ Time Informal Observation Ends: _____

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments: _____

Evaluator Signature _____ Photocopy to School Counselor

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

- 1.
- 2.
- 3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

- 1.
- 2.
- 3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
 - Review conference process
 - General impression question: “How do you think the activity went?”
2. Reinforcing the School Counselor:
 - Identify an area of reinforcement (ONLY one area)
 - Ask self-analysis question
 - Provide evidence from notes
3. Refining the School Counselor’s Skill:
 - Identify an area of refinement (ONLY one area)
 - Ask self-analysis question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
<i>Area of reinforcement:</i>				
<i>Area of refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

School Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):

Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional

Step Two: Identify Desired Student Outcome(s)

Based on identified focus areas of need (step one), develop student outcome goal(s).

Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.

Step Three: Determine the Metric(s) of Student Outcomes

Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.

Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.

Step Four: Relevant school counselor activities/interventions

Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).

Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.

Step Five: Monitoring

Over the course of the school year, monitor progress made on each metric of student outcomes.

Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results

At the end of the evaluation process, determine the impact for each student outcome.

Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.

Appendix J



Book	Policy Manual
Section	3000 Professional Staff
Title	STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	Active
Adopted	March 21, 1994
Last Revised	June 19, 2017

3220 - **STANDARDS-BASED TEACHER EVALUATION**

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

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

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

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Perrysburg Education Association (PEA), and in all extensions and renewals thereof.

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

The Board authorizes the Superintendent to establish and maintain an ongoing Teacher Evaluation Committee, with continuing participation by District teachers represented by the PEA, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

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

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

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

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

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

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

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

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

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

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

"Vendor Assessment" – student assessments approved by the Ohio Department of Education (ODE) that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information. The name of, or any other personally identifiable information about, any teacher to whom this policy applies will not be reported to the Department.

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

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher resident educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Assessment of Teacher Performance

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

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher's academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation and who is scheduled to be evaluated may request that in place of one (1) of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

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

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

professionalism.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

- A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

- A. evidence of planning
- B. lesson delivery
- C. differentiation
- D. resources
- E. classroom environment
- F. student engagement
- G. assessment, or
- H. any other component of the standards and rubrics approved for teacher evaluation

The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will be placed on the appropriate designated form.

Written feedback from walkthroughs shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

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

- A1. Teachers instructing in value-added subjects exclusively¹;
 - A2. Teachers instructing in value-added courses, but not exclusively²;
- OR**
- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available.
 - C. Teachers instructing in areas where no teacher-level value-added or approved

vendor assessment available.³

1 If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e., fifty percent (50%)) shall be based on the value-added progress dimension.

2 For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

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

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

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.

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

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education:

- (5) Most Effective
- (4) Above Average
- (3) Average
- (2) Approaching Average
- (1) Least Effective

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by the Teaching & Learning Office.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Professional Growth Plans and Professional Improvement Plans

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

- A. Teachers whose final summative rating is "accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose final summative rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set

forth in the "Teacher Evaluation Form."

- C. Teachers whose final summative rating is "developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approved the professional growth plan, utilizing the components set forth in the "Teacher Evaluation Form."
- D. Teachers whose final summative rating is "ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the "Teacher Evaluation Form."

Core Subject Teachers - Testing for Content Knowledge

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

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

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

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

Any teacher passing the examination set forth above will not be required to take the examination again for three (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 set forth above.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

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

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

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

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the PEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the PEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Revised 4/15/13

Revised 12/9/13

Revised 2/17/15

Revised 2/13/17

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Legal

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222,

R.C. 3319.223, 3319.226, 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

Sub. H.B. 362