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24-MED-02-0133  
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## **AGREEMENT**

**Between**

**PAULDING EXEMPTED VILLAGE BOARD OF EDUCATION**

**and**

**PAULDING EDUCATION ASSOCIATION**

**JULY 1, 2024 – JUNE 30, 2027**

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## ARTICLE I -- RECOGNITION AND DEFINITIONS

### A. ASSOCIATION RECOGNITION

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

### B. BARGAINING UNIT DEFINITION

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

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

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

### C. DEFINITIONS

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

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

Superintendent - Superintendent or designee

Association - Paulding Education Association OEA/NEA

Employee - A member of the bargaining unit as defined in 3319.09 of the Revised Code.

Day - A calendar day, unless otherwise specified.

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

## ARTICLE II -- NEGOTIATIONS

### A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

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

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

### B. ACCESS TO INFORMATION

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

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

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

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

### C. DIRECTED REQUESTS

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

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

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

D. COMPOSITION OF NEGOTIATING TEAMS

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

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

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

E. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

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

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

F. CAUCUS

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

G. PROGRESS REPORTS

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

H. AGREEMENT

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

I. FINAL AGREEMENT

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

## J. DISAGREEMENT

### 1. Mutually Agreed Alternate Dispute Resolution Procedure

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under O.R.C. 4117.14 (C)(2) through 4117.14 (D)(1) as provided for under ORC 4117 (C)(1)(f) in the negotiations for a successor contract. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

### 2. Responsibilities

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

### 3. Mediation

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

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

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

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

### 4. Ultimate Impasse

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



### **ARTICLE III – ASSOCIATION RIGHTS**

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

#### **A. NON-DISCRIMINATION/NON-REPRISAL**

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

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

#### **B. RIGHTS UNDER THE LAW**

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

#### **C. USE OF SCHOOL BUILDINGS AND EQUIPMENT**

The Association will have the right to use school buildings for official Association business without cost at reasonable times for meetings, except for levy, issue or candidate campaign-related meetings. Per Board Policy and Ohio law, school premises shall not be used to raise funds for political purposes. Arrangements for general membership, building, or other large meetings will be made with the respective building principal. Any added costs over and above the normal operational costs of the building will be borne by the Association.

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

#### **D. ASSOCIATION BUSINESS DURING SCHOOL HOURS**

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

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

#### E. DISSEMINATION OF INFORMATION

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

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

#### F. PAYROLL DEDUCTION/ASSOCIATION MEMBERSHIP

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

1. Association dues -- Employees within the bargaining unit new to the District or new to membership may sign and deliver to the Association treasurer, who will provide a copy to the Board treasurer, an authorization for deduction from their paycheck of membership dues of the recognized Association and its affiliates. Such authorization shall continue in effect until such time as the employee or the Association treasurer gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

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

Association dues deduction shall be made in twenty (20) equal installments, for all individuals so authorizing, beginning with the first paycheck in November and for the remaining paychecks for that school year payroll except for the third check of the month when it occurs. Payroll deduction shall continue in equal amounts from each subsequent paycheck until all installments have been deducted. The Treasurer of the Board, on the date payroll checks are distributed, will wire transfer to the Association the amount of dues so deducted. In order to take advantage of this deposit the Association must keep an account at the same bank that the Board deposits its payroll into.

Any individual who wishes to cancel their membership must notify the Association treasurer in writing between August 1 and August 31, except as prohibited by law. Within two (2) days of the receipt of written notification from any member of the bargaining unit to discontinue their authorization of payroll deduction for their Association dues, the Association Treasurer and the Board Treasurer will relay any membership changes to the other.

Association dues rates shall be transmitted to the Board Treasurer by the Association prior to the first week of November for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association. The Board will accompany each such transmittal with a list of the names of bargaining unit

members for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

#### G. SCHOOL BOARD

1. Meeting Notice and Agenda -- The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first.
2. Association Participation -- A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the agenda by submitting a written request forty-eight (48) hours in advance of the meeting to the Superintendent.
3. Minutes and Other Public Documents -- At no cost to the Association, the president of the Association will be supplied with minutes, attachments, addenda, special reports, financial statements and similar documents used by the Board in the course of school operations. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.

#### H. ASSOCIATION LEAVE

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

#### I. INPUT INTO POLICY CHANGES

The Association will be afforded the opportunity to consult with the administration on any new modified, or board adopted policies that relate to the educational curriculum or working conditions of bargaining unit members. The Association shall be given the opportunity to advise the Board with respect to such matters prior to their adoption and/or general publication. The opportunity to advise in no way diminishes the Association's rights.

#### J. ASSOCIATION PRESIDENT SCHEDULE

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

Subject to restrictions contained below, the Board agrees to schedule an additional conference period each day for the Association President. This conference period is for the purpose of conducting Association business and communicating with the administration regarding Association

matters. This special conference period is subject to the restrictions contained in Article III, Section D of this Agreement.

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

#### K. FAIR SHARE FEE

The Association and the Board agree that they will maintain compliance with all the relevant constitutional and statutory requirements for fair share fee. Should fair share fee be found to be constitutional in the future, the language in this section from August 1, 2017 to July 1, 2021 Negotiated Agreement shall be restored in its entirety. Below is the 2017-2021 language that is not currently in force.

The Association further agrees to defend and indemnify the Board for any cost, demands, suits, or liability incurred as a result of the implementation and enforcement of this Article.

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

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

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

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

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

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

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary

paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

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

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

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

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

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

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

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

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

#### L. SAFETY COMMITTEE

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

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

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

#### M. CONSORTIUM INSURANCE ADVISORY COMMITTEE

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

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

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



## ARTICLE IV -- GRIEVANCE PROCEDURE

### A. PURPOSES:

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

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

### B. DEFINITIONS:

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

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

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

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

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

### C. GENERAL PROVISIONS:

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

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

The Association may bring a grievance on behalf of an employee and all other employees similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same

for all employees in the class. No employee shall be required to be a party in any class grievance. The Association may bring a grievance on behalf of itself.

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

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

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

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

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

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

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

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

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

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether to proceed to the next step in the process. If the Association chooses not to pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, regardless of who originally filed the grievance.

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

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

D. INFORMAL PROCEDURE:

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

E. FORMAL PROCEDURES:

STEP I

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

STEP II - Superintendent

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

### STEP III – FMCS Mediation

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the grievant, through the Association and after due consideration and agreement by the Association, may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board of Education by filing a copy with the Superintendent within ten (10) days of the receipt of the Superintendent's written response/disposition from STEP II. Within five (5) days of the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be conducted in accordance with FMCS rules and regulations.

### STEP IV - Arbitration

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

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

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

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

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

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne totally by the loser. The parties shall share the cost of AAA administrative fees. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

## ARTICLE V -- EMPLOYMENT PRACTICES

### A. SENIORITY

#### SENIORITY DEFINED

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

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

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

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

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

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

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

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

#### EQUAL SENIORITY

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

Ties in seniority shall be broken by the following method:

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



3. If a tie still remains:

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

REDUCTION IN FORCE SENIORITY

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

LOSS OF SENIORITY

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

POSTING OF SENIORITY LIST

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

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

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

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

B. ASSIGNMENT

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

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

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

3. The estimated number of pupils per day (for primary/elementary or self contained assignments).

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

## C. TRANSFERS AND VACANCIES

### 1. Definitions

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

### 2. Vacancy Posting Application

#### a. Vacancies Arising at End of the School Year

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

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

#### b. Vacancies Arising Between July 10<sup>th</sup> and the Last Day of the First Semester

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

- 1) The vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be as set forth in

Appendix T of this Agreement. However, the vacancy will not be filled on an interim basis if there is an individual on the recall list who meets the following conditions: the unit member had certification other than temporary, PRT, or alternative educator license, as well as a last formal evaluation of the second highest or highest teacher performance rating. If the position is filled with an interim, the vacancy will be posted for the following school year in accordance with 2.a. and 2.a.1.

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

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

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

### 3. General Provisions

- a. If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.
- b. Upon request, the Board shall make known its decision, in writing, as to which applicant has been selected to fill a posted position.
- c. The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall be in effect until selection procedures are completed.
- d. Administration decisions will be communicated to applicants for vacancies within fifteen (15) weekdays after the closing date of the application period for each position.
- e. If possible, decisions about the removal, addition or changes of positions due to grade level enrollment changes will be made by March 1, excluding kindergarten positions, and written notification will be provided to the PEA president.

### 4. Supplemental Contracts

- a. If a supplemental position is held by a non-bargaining unit member who has held the position for less than three (3) years, the position will be posted internally for the following school year. The Board will only award a supplemental contract to a non-bargaining unit member if there are no bargaining unit member applicants who apply timely and are qualified for the position.
- b. If a supplemental position is held by a non-bargaining unit member who has held the position for three (3) years or more, the position will not be deemed vacant and will not be posted. The incumbent will continue unless they resign, or the Board notifies of intent not to renew by the timelines in the collective bargaining agreement.

- c. Participation in extracurricular activities changes from season to season and from year to year depending upon various factors. Because of this, it is recognized that in any one season some positions may not be filled. Depending upon student interest and enrollment, current extracurricular positions may be split or combined. Should additional positions or combinations be deemed necessary by the Board of Education, such positions may be created and filled subject to future negotiations.
- d. Employees holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give notice otherwise. In the event that it is the Board's intention not to award the supplemental contract to the same individual, that unit member will be notified according to the following schedule:

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

5. Involuntary Transfers

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

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

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

D. EVALUATION PROCEDURE

1. Purposes

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

The purpose of the evaluation procedure is to use fair, objective and reasonable practices to:

- a. Advance the professional learning and practice of teachers, individually and collectively in the school District.
- b. Inform instruction.

- c. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.
2. Evaluation Information to be Provided to Employees

Credentialed Evaluators will communicate all aspects of the evaluation process not later than September 15<sup>th</sup> of each year, or in the case of the new teacher, not later than fifteen (15) days after initial employment with the District, and any updates or changes to the process when they occur. A timeline can be found in Article V (D)(16).
3. Definition of Terms (See Appendix Q)
4. Criteria and Standards for Conducting Evaluations
  - a. A professional growth plan is required for all teachers not on an improvement plan. Teachers with accomplished holistic ratings will develop a self-directed professional growth plan. Teachers with skilled or developing holistic ratings will develop a professional growth plan collaboratively with the credentialed evaluator. Improvement plans will be required for overall ineffective summative ratings.
  - b. HQSD will be submitted by the teacher no later than the second to the last Friday in September to their credentialed evaluator who will see if it meets the criteria set forth in statute and this agreement. (The HQSD form is located in Appendix J.) Any HQSD that does not meet these criteria will be sent to the HQSD committee for revision and review.
  - c. All monitoring or formal observation of an employee shall be conducted openly and with full knowledge of the affected employee. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring the work performance of an employee shall be strictly prohibited for observational purposes.
  - d. The evaluation criteria shall be those set forth in the Evaluation Rubric (located in Appendix I of this agreement) based on the Ohio standards for the teaching profession and counselors will be evaluated on the Ohio Standards of School Counselors that they perform and utilize the School Counselor Rubric in Appendix O.
    - i. No teacher will be required to sign a blank or incomplete form.
    - ii. The evaluation forms as stated in this Article as well as the aforementioned procedures shall be changed only by mutual consent of the Board and PEA stated in writing. Any changes must be ratified by both parties.
  - e. Teacher performance shall be assessed during the evaluation cycle, based on the educator professional standards. Teachers may choose to supplement this rating with the Evidence portfolio. Any other evidence the teacher feels is relevant may also be presented and shall be included in the report and will be considered in the evaluator's assessment of the teacher.
  - f. Evaluation ratings will not be used to compare evaluations or for the sole purposes of non-renewal, termination, or reduction in force unless the teacher has a full two (2) years of HQSD documented for the grade level and subject taught.

- g. Teachers who are participating in the teacher residency program for the year during which that teacher takes, for the first time, the performance-based assessment prescribed by the state board of education for resident educators, will not be subject to a full OTES evaluation.
- h. Any changes made to Roster Verification Linkage (RVL) by an administrator after the teacher has concluded RVL, the teacher shall be notified and will be provided an explanation from the administrator from the system. In the event there is a discrepancy, both parties must provide evidence in support of their view.

5. Walkthroughs

- a. Walkthroughs may be included as part of the data/information gathering process.
- b. The walkthrough shall be at least two (2) minutes, but not more than fifteen (15) consecutive minutes in duration.
- c. The teacher shall be provided a copy of the walkthrough form, no later than the work day after the walkthrough.
- d. No more than two (2) walkthroughs shall be conducted each year.
- e. Additional walkthroughs can be requested by a teacher in addition to employer-initiated walkthroughs but will not be completed until after the completion of one (1) full walkthrough cycle.
- f. Recommendations and resources to improve upon focused areas shall be given.
- g. An in-person conference, if requested by the teacher, shall occur no later than two (2) workdays following the walkthrough relative to the identified focus.
- h. No walkthrough may become a part of the evaluation unless the evaluator has notified the affected employee of the walkthrough results prior to the evaluation report.
- i. Walkthroughs shall not be conducted during confidential sessions with students, parents, or other personnel.
- j. The walkthrough form is located in Appendix G of this agreement.

6. Formal Observations (General Information)

- a. Formal observations will be conducted only on days when normal procedures can reasonably be expected unless by mutual agreement. Thus, employees will not be observed for the purpose of a formal observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development released-time days, delay days, or on the first or last day of marking period.
- b. The purpose of the formal observation is for the evaluator to observe the employee in the process of classroom instruction and/or supervision or otherwise in the performance of their assigned duties.



- c. By mutual agreement, a teacher may request a formal observation at any time in addition to those required by this procedure but will not be completed until after the completion of one (1) full observation cycle.
- d. Employees shall be given a copy of any class visit, observation, or evaluation report prepared by the credentialed evaluator.
- e. No formal observation shall last less than 30 minutes or more than 45 minutes for single class period. Those that teach a double or blocked period may request beyond 45 minutes.
- f. Each of the two (2) or three (3) observations will include an optional pre-observation in-person conference and/or a pre-observation submitted form as well as a post-observation in-person conference.

7. Conferences for Formal Observations of Employees

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

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

- a. Every teacher will be evaluated once per year with the exception of "b" and "c" below. The formal observations for the formative assessment will occur twice, one formal holistic and one formal focused, each year for every teacher with exceptions below.
- b. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct one (1) 30-minute focused observation of the teacher and hold one (1) conference with the teacher, focusing on the professional growth plan. The observation shall be informative in nature and not become part of any evidence collected for a subsequent evaluation.
- c. A teacher who has received the rating of Accomplished shall be formally evaluated every three (3) years, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan. One (1) formal observation and at least one (1) conference will occur annually if the teacher is not being formally evaluated.

A teacher who has received the rating of Skilled shall be formally evaluated every two (2) years. One (1) formal observation and at least one (1) conference will occur annually if the teacher is not being formally evaluated.

- d. The formal observation process will begin no earlier than 15 days after the start of school and the second formal observation shall be at least four (4) weeks following the first observation.
- e. All evaluation cycles (including the last conference) will be complete by May 1. The teacher and designate supervisor (as stated in #13 below) shall then meet by May 10 to receive the final rating.
- f. Teacher evaluation may not occur for a teacher who: (1) was on leave for fifty (50) percent or more of the school year, as determined by the Board; (2) has submitted notice of retirement, which has been accepted by the Board, on or before December 1 of the school year.

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

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

10. Evaluation Report and Conference

- a. All formal observations shall be followed within ten (10) school days by an in-person conference between the credentialed evaluator and the employee in order to discuss professional growth and to discuss any questions arising from the observation. This timeline will be extended in, unforeseen, sudden or extreme circumstances.
- b. The credentialed evaluator shall complete the required forms and a final report due no later than May 1, which will include all observations and evidence which will acknowledge the strengths, as well as the professional growth concerns, if any, and shall note all data used in support of conclusions made by the evaluator.
- c. The credentialed evaluator involved in the evaluation shall assist the teacher by providing specific suggestions for professional growth. If the recommendations included in the evaluation are not clear to the teacher, the teacher shall request, in writing, clarification from the credentialed evaluator. In turn the credentialed evaluator shall respond, in writing to the request for clarification.
- d. The final report will acknowledge any circumstances which may adversely affect the employee's performance including by way of example but not necessarily limited to class size, special learning disability students, or abnormal physical facilities and/or

supply and personnel shortages. This information will be provided by the teacher by April 24th.

- e. All professional growth concerns shall be supported by data and/or with specific, written comments pertaining to direct observations by the evaluating supervisor or supportable data. Professional judgment by the evaluating administrator of the affected staff shall be made based on observable or measurable outcomes of the teaching/learning process.
- f. At least one (1) workday prior to the post conference that will occur within ten (10) workdays of the observation employees shall be given a copy of the completed Evaluation rubric prepared by their credentialed evaluator, which they shall examine and will then sign all copies of said documents. Signing such documents acknowledges only that the employee has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Copies of the evaluation rubrics and summative form will be given to the affected employee. Any comment or rebuttal the employee may wish to make shall be reduced to writing and will become part of the report. Such portions of the evaluation in dispute that cannot be substantiated shall be deleted.

#### 11. Framework for Improvement of Recorded Deficiencies

- a. Each evaluation in which the teacher is rated "ineffective" for an overall holistic summative rating must be accompanied by a written improvement plan, as negotiated in Appendix L and the means by which to grow professionally. Improvement plans shall be mutually developed by the teacher and the credentialed evaluator. If a teacher meets the requirements of the improvement plan, then the plan is removed.
- b. All other teachers will be required to complete a professional growth plan as outlined in Appendix N.

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

- c. Failure by the District to adhere to any timeline, or forms, or condition associated with individual teachers established in this agreement shall render the summative rating of "accomplished," providing the teacher was rated "accomplished" the previous evaluation, otherwise a rating of "skilled" will be rendered. The District shall automatically re-employ the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

#### 12. Due Process

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

discovered the alleged violation, and the Board must have been given a reasonable opportunity to rectify the alleged violation.

- c. The timeline for initiating a grievance shall begin with the reporting of the teacher's evaluation rating at the end of her/his evaluation cycle.
- d. A teacher shall be entitled to Association representation at any conference held during the procedures. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

13. Evaluators

- a. In the event a teacher works under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor each year in compliance with "b" below.
- b. Teachers with an accomplished rating will be evaluated by their assigned evaluator(s) unless they notify the superintendent in writing on or before September 1 that they wish to choose their credentialed evaluator for the evaluation cycle. If they provide this notice, they will be permitted to choose from the list of credentialed evaluators.

Teachers with a skilled rating will have input on their credentialed evaluator(s) for the evaluation cycle.

Teachers with developing and ineffective ratings will be evaluated by their Immediate supervisor.

- c. In assessing a teacher's professional growth, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.
14. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this Agreement, it shall bring up the matter with the other party. If the discussion results in a tentative agreement between the parties to change or revise the evaluation procedure or process including, but not limited to, the evaluation instrument, then said recommendation shall be subject to ratification by both parties.

If the discussion does not result in an agreement between the parties, then either party may submit the matter to mediation. If no agreement is reached in mediation, the matter may be submitted under Article II or shall remain in full force until changed mutually by the parties.

15. Highly Qualified Student Data Committee (HQSD Committee)

- a. A HQSD committee will be developed for the sole purpose of verifying the criteria set forth in statute and this agreement are the only HQSD assessments used as HQSD.
- b. The HQSD committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

The committee shall consist of three (3) association members and two (2) building principals, Curriculum Coordinator, or Director of Special Education/Preschool. In addition to the previous seats, the PEA president or designee as well as the Superintendent or designee will take part in the committee.

- c. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- d. Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, requests that the Association removes him/her from the committee, or is no longer able to serve on the committee due to unforeseen circumstances.

The respective party will appoint a new member to the committee.

- e. The committee will establish by mutual agreement a meeting calendar.
- f. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- g. The co-chairs shall establish ground rules at prior to the initial meeting and update them thereafter as needed.
- h. All decisions of the committee will be achieved by consensus.
- i. In the case that the committee returns criteria for HQSD, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. Any revisions will be returned by the last Friday in September.

#### 16. OTES 2.0 Timeline

##### September 15:

The date by which credentialed evaluators will communicate all aspects of the evaluation to teachers and counselors. In the case of new teachers or counselors, not later than 15 days after initial employment with the District.

##### Second to last Friday in September:

High Quality Student Data (HQSD) will be due to your credentialed evaluator by this time. Professional Growth Plans (PGP), unless completed/ revised at the final summative meeting, will be due on this day.

##### Last Friday in September:

Any revisions to HQSD will be returned to the teacher.

##### Fifteen (15) Days After the Start of School:

The formal observation process is allowed to begin. If there is a second (or third) observation, this shall be at least four (4) weeks following the first (or second) observation.

April 24:

Information in final reports that acknowledge any circumstances that may adversely affect the employee's performance will be provided by the teacher to the credentialed evaluator by this date.

May 1:

All evaluation cycles will be complete.

May 10:

Reports to staff being evaluated.

Conferences:

All formal observations shall be followed within ten (10) school days with an in-person conference between the credentialed evaluator and employee. Evaluation rubrics will be given to the employee one (1) workday prior to this conference.

E. PARENTAL COMPLAINTS

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

F. ACADEMIC FREEDOM

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

G. PROFESSIONAL PERSONNEL RECORDS

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



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

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

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

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

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

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

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

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

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

## H. REDUCTION IN FORCE

### Definition of Reduction in Force

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



### Attrition<sup>1</sup>

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

### Reasons for Reductions

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

### Suspension

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

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

### Least Senior Reduced and Displacement

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

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

### Notification of Anticipated Reduction in Force

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

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

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

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

#### Reduction Procedure

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

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

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

#### Limitations

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

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

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

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

#### Employee Rights While on Reduction

Employees on layoff will have the following rights:

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

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

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

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

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

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

#### Notification of Recall

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

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

was in their area of certification. The process of notifying the next person on the recall list who is qualified and in reverse order of layoff and contract status as stated above, shall continue until recall list has been exhausted.

#### Status Upon Recall

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

#### Transfers Due to Reduction in Force

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

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

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

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

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

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

## Limitations

If any provisions of the reduction in force procedure herein are found to have been violated, misinterpreted, or misapplied<sup>2</sup> resulting in the layoff or partial layoff of an employee, such affected employee will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

### I. SEQUENCE OF TEACHING CONTRACTS

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

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

The Board of Education shall notify such employee on or after May 1<sup>st</sup> to within two (2) weeks of the May Board meeting of its action upon the Superintendent's recommendation.
3. The provisions of Section 2 above are intended to supersede and take the place of the provisions of O.R.C. Section 3319.11(C)(1-3).

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

## J. CONTINUING CONTRACT

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

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



- ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

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

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

#### K. EMPLOYMENT OF RETIRED TEACHERS

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



## L. DISCIPLINE AND DUE PROCESS

### 1. GENERAL PROVISIONS

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

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

Prior to any formal action, the teacher shall be informed of his/her right to representation of his/her choice at the meeting in which the disciplinary action is to take place. No employee shall be disciplined, demoted, or terminated without just cause.

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

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

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

Second Offense – The bargaining unit member will be notified at least two school days in advance of a conference regarding the second offense. A written reprimand will be given to the bargaining unit member during this conference. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. The bargaining unit member will be asked to sign as proof of receiving the written reprimand and not as a sign of agreement with the contents. A copy will be dated and placed in the bargaining unit member's file.

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

Severe Offense – If the violation is severe enough to warrant immediate discipline at Step Two or Three (violations such as theft, sexual harassment/misconduct during working hours, physical violence, or other offenses involving gross misconduct), the above disciplinary steps

may be waived, and the Superintendent may suspend a bargaining unit member for up to three (3) days without pay pending investigation of the charges.

Within five (5) days a hearing will be scheduled with the bargaining unit member, his/her representative, and the Superintendent, to respond to the charged violations. If after hearing all testimony the Superintendent decides not to implement disciplinary action against the bargaining unit member, the written reprimand and/or notice of suspension will be removed from the bargaining unit member's file, and the member will return to his/her contractual duties. In addition, if the bargaining unit member was suspended without pay prior to hearing, the bargaining unit member will be reimbursed for any pay withheld.

## 2. TERMINATION OF CONTRACT

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

## 3. SUSPENSION PENDING TERMINATION

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

## ARTICLE VI -- LEAVES OF ABSENCE

### A. ABSENCE FOR REASON NOT COVERED UNDER LEAVE POLICY

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

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

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

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

### C. SICK LEAVE

1. Each full-time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1¼) days for each calendar month under contract. Sick leave shall be cumulative without limit.
2. Each newly hired employee who has no accumulated sick leave, or any employee who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each employee under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1¼) days per month.
3. Those employees who render part-time but regular, whether per diem or hourly, service will be entitled to sick leave in proportion to the time actually worked.
4. Any employee having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.

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

10. Each employee will enter requests for sick leave using the forms provided by the Board on the Employee Kiosk system or a comparable method. If medical attention is required, employee shall provide a note from the attending medical professional if requested. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

#### D. PERSONAL LEAVE

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

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

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

#### E. PROFESSIONAL LEAVE

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

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

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

Employees will be granted professional leave as stated above for the following reasons:

1. To attend professional conferences related to the employee's current areas of regular teaching and/or supplemental assignment;

2. Professional visitations to other school districts, universities and/or educational/instructional sites (such visitations will be limited to a day of the week as mutually determined by the principal and teacher). Such visitation(s) will not be for the express purpose of registration;
3. Participate in a professional seminar; or
4. For any other activity, approved by the Superintendent, that will promote the professional growth of the teacher and/or the school system.
5. Employees granted professional leave will disseminate information from the professional development activity upon return, through faculty meetings, board meetings, or a similar method agreed upon by the building principal.

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

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

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

#### F. RELEASE TIME

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

#### G. DISABILITY LEAVE

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

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

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

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

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

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

#### H. JURY DUTY

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

#### I. PARENTAL LEAVE

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

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

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

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

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

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



J. MILITARY LEAVE

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

K. ADVANCED PROFESSIONAL TRAINING

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

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

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

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

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

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

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

## L. LEGAL LEAVE

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

## M. ASSAULT LEAVE

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

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

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

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

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

## N. FAMILY AND MEDICAL LEAVE

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

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

O. RETURN FROM UNPAID LEAVE

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

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

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

P. EXHAUSTION OF SICK AND/OR PERSONAL LEAVE WHILE ON EXTENDED LEAVE

When an employee has exhausted their sick and/or personal leave while on an extended leave, the employee will have the option of taking dock days, as is currently in the collective bargaining agreement (Article VI (B) (1) and (2)), OR upon their return from leave, have their salary prorated for the contract days left and distributed equally in pay periods left in the contract year. Throughout this leave option, the employee will not be responsible to pay the Board's share of insurance premiums as is currently required in the collective bargaining agreement.

## ARTICLE VII -- PROFESSIONAL COMPENSATION

### A. SALARY PLACEMENT/PAYROLL PRACTICES

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

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

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

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

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

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

8. Longevity

The following longevity structure is reflected on the Salary Schedule as contained in Appendix A.

Step 19 to Step 22	= an additional \$1,000
Step 23 to Step 26	= an additional \$1,250
Step 27 to Step 30	= an additional \$1,500
Step 31 +	= an additional \$2,000

9. All employees will receive a one-time Learning Recovery Stipend equal to 3% of employees 2021-2022 salary.

B. EXTRACURRICULAR SALARY GUIDELINES

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

C. TUITION REIMBURSEMENT

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

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

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

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

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

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

#### D. STRS PICK-UP

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

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

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

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

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

#### E. SUBSTITUTE TEACHERS

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

Student teachers shall not serve as substitute teachers.

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

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

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

F. TAX SHELTERED ANNUITIES

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

G. FINANCIAL INSTITUTIONS

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

H. INCOME PROTECTION

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

I. EARLY NOTIFICATION BONUS

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

J. DISABILITY RETIREMENT

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

K. SEVERANCE PAY

Any employee with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid up to a maximum number of days not to exceed fifty (50), and five percent (5%) of any



accumulated days above fifty (50), of his or her accumulated and unused sick leave. If accumulated sick leave is less than fifty (50), then only the amount earned will be paid.

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

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

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

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

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

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

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

1. a. Participation in the 403(b) Plan shall be mandatory for any employee who would be entitled to severance/retirement pay under Section (12.03 and 12.04), and who also is or will be age 55 or older in the calendar year in which the employee retires.
- b. The required contribution to the 403(b) Plan shall be made within the time frame described in Sections 12.03 and 12.04 for the payment of retirement/severance pay. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b) (e.g. the IRC Section 415 limit). To the extent that, for any calendar year, the contribution of an employee's severance/retirement pay would exceed the maximum contribution amount allowable under the federal income tax law, the excess amount shall be payable to the TSA on the first payroll date of the following calendar year. If the amount payable to the 403(b) Plan in the following calendar year exceeds the maximum amount allowable under the federal income tax law for such year, any remaining severance pay shall be paid to the retired employee by check.

- c. The TSA used for the 403(b) Plan shall be collaboratively chosen by the Association and the Board.
  - d. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the TSA chosen by the Association and Board and shall be paid to the Beneficiary of the member in accordance with the terms of the TSA.
2. Any employee who is entitled to severance pay and is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all retirement/severance payments payable in accordance with applicable provisions in the Master Agreement, and may elect to defer such payments to an annuity or custodial account that is tax-qualified under IRC Section 403(b) or is tax-qualified under IRC Section 457(b) to the extent permitted by law and Board policy.
  3. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to member.

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

#### L. RESIDENT EDUCATOR PROGRAM

Only if a resident educator program is required by statute or regulations, there shall be a resident educator mentoring program for all teachers new to the district who have not met ODE requirements for the five (5) year professional license. The Resident Educator mentoring program shall not replace the District's evaluation process. Evaluation of all new teachers to the District shall be conducted in accordance with the District's evaluation procedure. The Board may elect not to conduct an evaluation of a teacher who is participating in the teacher residency program for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators.

A notice asking who might be interested in becoming a possible mentor in year 1 or a facilitator in year 3 will be sent out by April 30 each year. An expression of interest will be considered but does not guarantee that a teacher will be selected for training or assigned as a mentor or facilitator.

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

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

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

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

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

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

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

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

## M. INSURANCE BENEFITS

### 1. GENERAL PROVISIONS

For those employees that choose any of the insurance coverage listed herein, the Board shall provide full twelve-month coverage each year commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last). Such insurance shall continue in effect during absences, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on unpaid leaves of absence, including but not necessarily limited to maternity leave, disability leave, and sabbatical leave, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Upon separation from employment, the employee shall have the right to assume such coverage at his/her own expense pursuant to the provisions set forth by COBRA.

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

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

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

### 2. HOSPITAL NETWORK

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

3. HEALTH/DENTAL/VISION/LIFE INSURANCE PLANS

The Board shall purchase Anthem Insurance through the Jefferson Health Plan Consortium. The Board shall pay 80% of the health insurance for individual and family premiums on the PPO plan.

No new hires will be eligible for the PPO Plan.

If the employee selects the HDHP option, the Board will pay 100% of the monthly premium for individual and family policies. The first year of enrollment, the Board will make an HSA contribution of \$1,600 single plan and \$3,000 family plan. In the second year of enrollment, the Board will also make an HSA contribution of \$1,200 single plan and \$2,000 family plan, with contributions of \$500 single and \$1,000 family in subsequent enrollment years.

Once an employee elects to enroll in the HDHP/HSA Plan, the employee cannot enroll in the PPO Plan.

Employees will be paid an annual stipend of \$1,000.00 for "opting out" of the District's insurance program in compliance with Section 125 of the Internal Revenue Code.

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

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

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

4. ANTHEM MEDICAL PLANS-In-NETWORK BENEFITS

Benefit Period: Jan 1-Dec 31	High Deductible Health Plan (HDHP)/H.S.A.	Conventional PPO 1000 Plan
Preventative Services	Covered In Full	Covered in Full
Embedded Deductible (single/family)	Single Deductible: IRS Minimum Family Deductible: 2x Single Deductible	\$1000/\$2000
Coinsurance	100/0	80/20
Out-of-Pocket Maximum	Single OOP Max: Single Deductible + \$1,000 Family OOP Max: Family Deductible + \$2,000	\$3000/\$6000
TelaDoc Visit	Covered In Full After Deductible	\$10 Copay
TeleMedicine Visit	Covered In Full After Deductible	\$20 Copay
Primary Care Office Visits	Covered In Full After Deductible	\$20 Copay
Specialist Office Visits	Covered In Full After Deductible	\$20 Copay
Allergy Injections	Covered In Full After Deductible	\$5 Copay
Emergency Room	Covered In Full After Deductible	\$150 Copay
Urgent Care	Covered In Full After Deductible	\$75 Copay
Durable Medical Equipment	Covered In Full After Deductible	Deductible then 80/20
In/Outpatient Professional Services	Covered In Full After Deductible	Deductible then 80/20
In/Outpatient Facility Services	Covered In Full After Deductible	Deductible then 80/20
Outpatient Therapy Services		
Physical Therapy-20 Visits		
Occupational-20 Visits		
Speech Therapy-20 Visits	Covered In Full After Deductible	\$20 Copay
Pulmonary Rehab-20 Visits		
Cardio Rehab-36 Visits		
Manipulation Therapy-12 Visits		
Diagnostic Lab and X-Ray	Covered In Full After Deductible	Deductible then 80/20
Retail Drug Plan (up to 30 day supply)	Deductible applies; then:	Rx MOOP is \$4100/\$8200
Generics	\$10 Copay	\$15 Copay
Preferred Brands	\$35 Copay	\$40 Copay
Non-Preferred Brands	\$70 Copay	\$80 Copay
Mail Order Drug Plan (up to 90 Day Supply via Mail Order or CVS)	Deductible applies; then:	
Generics	\$10 Copay	\$30 Copay
Preferred Brands	\$88 Copay	\$80 Copay
Non-Preferred Brands	\$175 Copay	\$160 Copay
Specialty Medications		30% (Members can enroll in the Prudent Rx program.)
Limited to 30 Day Supply and must be purchased through CVS Specialty Mail Order Pharmacy	\$70	

5. DENTAL INSURANCE

The Board will pay 100% of the Delta Dental insurance premium for all full-time employees.

<b>Delta Dental</b>		
<b>Benefit Period: Jan 1-Dec 31</b>	<b>PPO or Premier Network</b>	<b>Non-Network</b>
<b>Deductible (single/family)</b>	<b>\$25/\$50</b>	
<b>Preventative Care</b>	Covered in Full	Covered in Full up to Allowed Amount
Routine Exam, Cleanings, Bitewings, Fluoride, Space Maintainers, Sealants		
<b>Basic Care</b>	Deductible then 80/20	Deductible then 80/20 of allowed amount
Fillings, Other X-rays, Root Canal Periodontics, Extractions, Crowns		
<b>Major Services</b>	Deductible then 80/20	Deductible then 80/20 of allowed amount
Bridges, Dentures, Implants		
<b>Annual Maximum Benefit</b>	\$2500 per covered member	
<b>Orthodontia Services</b>	Covered at 60%	Covered at 60%
<b>Lifetime Orthodontic Benefit</b>	\$1000 per covered member	
<b>Benefit Limitations</b>	Oral Evaluations/Exams and Teeth Cleaning- 2 per Calendar Year Full Mouth X-Rays-Covered Every 3 Years Fluoride Treatment-2 per Calendar Year Sealants up to age 14-Once per tooth per 3-year period for permanent bicuspid and molars Composite resin (white) restorations covered on posterior teeth Implants payable once per tooth in any 5-year period Occlusal guards payable once in any 3-year period	
<b>Pre-Treatment Review</b>	Strongly suggest that your dental provider submit a Pre-Treatment Review for any dental services in excess of \$300	

Specifications:

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

Dependent Age Limit:	To the end of the calendar year in which the child attains age 26; or to the end of the calendar year in which the child attains age 25 if the child is a full-time student
Orthodontic Age Limit:	Coverage is provided for the subscriber and/or the subscriber's spouse. To the date the child attains age 19

Carryover Provisions

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

6. LIFE INSURANCE

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

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

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



7. OPTICAL

The Board shall purchase from Vision Service Plan optical insurance for each employee and his/her family which meets or exceeds the specifications below. The Board will pay 100% of the premium for all full-time employees.

<b>Vision Service Plan</b>		
<b>Benefit Period: Oct 1-Sept 30</b>	<b>Signature Network</b>	<b>Non-Network</b>
Vision Exam Every 12 Months	\$10 Copay	Up to \$50 Allowance
Lenses (Standard Plastic)		
Single Lenses	\$20 Copay	Up to \$50 Allowance
Lined Bifocal Lenses	\$20 Copay	Up to \$75 Allowance
Lined Trifocal Lenses	\$20 Copay	Up to \$100 Allowance
Frames 1 every 24 months	\$20 Copay	Up to \$70 Allowance
	\$150 retail frame allowance	
	\$170 feature frame allowance	
	20% off balances over allowance	
Contacts (in lieu of lenses/frames)		
Once every 12 months		
Medically Necessary	\$20 Copay	Up to \$210 Allowance
Elective	\$0 Copay-\$130 Allowance	Up to \$105 Allowance
Miscellaneous		
Standard Progressive Plastic	\$0 Copay	Up to \$75 Allowance
Premium/Custom Progressive Plastic	\$80-\$90/\$120-\$160 Copay	Up to \$75 Allowance
Solid Tints and Dyes (Pink I & II)	\$0 Copay	Up to \$5 Allowance
UV Protection	\$14 Copay	Not Covered
Scratch-Resistant Coating	\$15 Copay	Not Covered
Polycarbonate Lenses for Children	\$0 Copay	Not Covered
Polycarbonate Lenses for Adults	\$23-\$28 Copay	Not Covered

N. HQSD/LPDC/MASTER TEACHER COMMITTEE/LABOR MANAGEMENT COMMITTEE (OR PROGRAM THAT REPLACES MASTER TEACHER) COMPENSATION

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

O. SUBBING DURING PLANNING PERIOD

All teachers will be paid the tutoring rate for all periods when a teacher is subbing during their planning period. (One period = one hour)

## ARTICLE VIII -- WORKING CONDITIONS

### A. STUDENT ACTIVITIES/EXTRACURRICULAR PASS

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

### B. CURRICULUM DEVELOPMENT

#### 1. Textbook Changes

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

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

#### 2. Curriculum Development

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

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

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

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

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

C. CLASSROOM SUPPLIES, EQUIPMENT, AND FACILITIES

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

D. DISCIPLINE OF STUDENTS

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

E. EMERGENCY SCHOOL CLOSING

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

F. WORK DAY

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

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

G. SCHOOL CALENDAR

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

On fall and spring fog days when weather conditions require that school be cancelled, the PEVS Remote Learning Plan will in effect. Teachers will report to their classrooms on those days unless conditions dictate otherwise, and students will learn remotely using the established 2-hour delay schedule. Two-hour delays will not be made up. For ice/snow we will use five (5) days that we are in excess of state minimums. The PEVS Remote Learning Plan will be in effect any days beyond those five.

## H. ADMINISTRATION OF MEDICATION

Administration of medication is governed by state statute.

## I. SPECIAL EDUCATION

### 1. IEP PREPARATION AND CONFERENCES

- a. Each Intervention Specialist shall have a substitute provided during the scheduled days of the IEP meetings. Substitutes shall also be provided for those general education teachers required to participate in the IEP conference.
- b. Two (2) days with a substitute will be provided to each Intervention Specialists for the purpose of writing IEPs, progress reports, transition reports and any other necessary reporting or duties. Intervention Specialists with thirteen (13) or more students will be provided an additional day with a substitute. Intervention Specialists shall have the option of working on these IEP's at home or at school.

### 2. CLASSROOM ROSTERS

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

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

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

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

K. LABOR MANAGEMENT COMMITTEE

Four (4) times annually unless otherwise mutually agreed, once each 9-week grading period, for no more than one (1) hour after the end of the school day. The Labor Management Committee shall convene to discuss matters of concern for either of the parties. The Superintendent and Association President shall be members of the committee and may select not more than four (4) additional persons annually to participate on the committee. Teachers serving on the committee shall be compensated for time spent in the manner specified in Article VII, Section N.

L. FACULTY INSERVICE

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

## ARTICLE IX -- OTHER PROVISIONS

### A. SEVERABILITY

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

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

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

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

### B. AMENDMENT

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

### C. MID-TERM BARGAINING

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




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

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

D. DURATION OF AGREEMENT

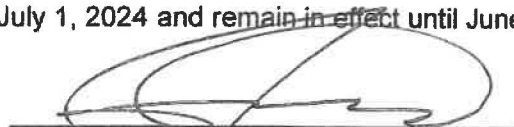
This Agreement shall become effective as of July 1, 2024 and remain in effect until June 30, 2027.

  
\_\_\_\_\_  
President  
Paulding Education Association


Date: 8/23/24

  
\_\_\_\_\_  
Negotiations Chairperson  
Paulding Education Association

Date: 8/23/24

  
\_\_\_\_\_  
President, Paulding Exempted  
Village Board of Education

Date: 8/23/24

  
\_\_\_\_\_  
Superintendent, Paulding Exempted  
Village Schools

Date: 8/23/24

  
\_\_\_\_\_  
Treasurer, Paulding  
Exempted Village Schools

Date: 8/23/2024

**APPENDIX A**

**INDEX AND SALARY SCHEDULE  
2024-2025 SCHOOL YEAR**

**3.0% Base**

EXP	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	\$32,773 0.865	\$37,888 1.000	\$39,479 1.042	\$41,715 1.101	\$43,306 1.143	\$44,253 1.168
1	\$34,440 0.909	\$39,517 1.043	\$41,298 1.090	\$43,647 1.152	\$45,390 1.198	\$46,375 1.224
2	\$35,842 0.946	\$41,146 1.086	\$43,117 1.138	\$45,579 1.203	\$47,474 1.253	\$48,497 1.280
3	\$37,282 0.984	\$42,776 1.129	\$44,935 1.186	\$47,512 1.254	\$49,558 1.308	\$50,618 1.336
4	\$38,684 1.021	\$44,405 1.172	\$46,754 1.234	\$49,444 1.305	\$51,641 1.363	\$52,740 1.392
5	\$40,123 1.059	\$46,034 1.215	\$48,572 1.282	\$51,376 1.356	\$53,725 1.418	\$54,862 1.448
6	\$41,563 1.097	\$47,663 1.258	\$50,391 1.330	\$53,308 1.407	\$55,809 1.473	\$56,984 1.504
7		\$49,292 1.301	\$52,210 1.378	\$55,241 1.458	\$57,893 1.528	\$59,105 1.560
8		\$50,921 1.344	\$54,028 1.426	\$57,173 1.509	\$59,977 1.583	\$61,227 1.616
9		\$52,551 1.387	\$55,847 1.474	\$59,105 1.560	\$62,061 1.638	\$63,349 1.672
10		\$54,180 1.430	\$57,666 1.522	\$61,038 1.611	\$64,144 1.693	\$65,470 1.728
11		\$55,809 1.473	\$59,484 1.570	\$62,970 1.662	\$66,228 1.748	\$67,592 1.784
12		\$57,438 1.516	\$61,303 1.618	\$64,902 1.713	\$68,312 1.803	\$69,714 1.840
13			\$63,121 1.666	\$66,834 1.764	\$70,396 1.858	\$71,836 1.896
14				\$68,767 1.815	\$72,480 1.913	\$73,957 1.952
15				\$70,699 1.866	\$74,564 1.968	\$76,079 2.008
19	\$42,563	\$58,438	\$64,121	\$71,699	\$75,564	\$77,079
23	\$43,813	\$59,688	\$65,371	\$72,949	\$76,814	\$78,329
27	\$45,313	\$61,188	\$66,871	\$74,449	\$78,314	\$79,829
31	\$47,313	\$63,188	\$68,871	\$76,449	\$80,314	\$81,829

The below longevity amounts are reflected above for the following Steps:

Step 19 - \$1,000    Step 23 - \$1,250

Step 27 - \$1,500    Step 31 - \$2,000

**APPENDIX A**

**INDEX AND SALARY SCHEDULE  
2025-2026 SCHOOL YEAR**

**3.0% Base**

EXP	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	\$33,757 0.865	\$39,025 1.000	\$40,664 1.042	\$42,967 1.101	\$44,606 1.143	\$45,581 1.168
1	\$35,474 0.909	\$40,703 1.043	\$42,537 1.090	\$44,957 1.152	\$46,752 1.198	\$47,767 1.224
2	\$36,918 0.946	\$42,381 1.086	\$44,410 1.138	\$46,947 1.203	\$48,898 1.253	\$49,952 1.280
3	\$38,401 0.984	\$44,059 1.129	\$46,284 1.186	\$48,937 1.254	\$51,045 1.308	\$52,137 1.336
4	\$39,845 1.021	\$45,737 1.172	\$48,157 1.234	\$50,928 1.305	\$53,191 1.363	\$54,323 1.392
5	\$41,327 1.059	\$47,415 1.215	\$50,030 1.282	\$52,918 1.356	\$55,337 1.418	\$56,508 1.448
6	\$42,810 1.097	\$49,093 1.258	\$51,903 1.330	\$54,908 1.407	\$57,484 1.473	\$58,694 1.504
7		\$50,772 1.301	\$53,776 1.378	\$56,898 1.458	\$59,630 1.528	\$60,879 1.560
8		\$52,450 1.344	\$55,650 1.426	\$58,889 1.509	\$61,777 1.583	\$63,064 1.616
9		\$54,128 1.387	\$57,523 1.474	\$60,879 1.560	\$63,923 1.638	\$65,250 1.672
10		\$55,806 1.430	\$59,396 1.522	\$62,869 1.611	\$66,069 1.693	\$67,435 1.728
11		\$57,484 1.473	\$61,269 1.570	\$64,860 1.662	\$68,216 1.748	\$69,621 1.784
12		\$59,162 1.516	\$63,142 1.618	\$66,850 1.713	\$70,362 1.803	\$71,806 1.840
13			\$65,016 1.666	\$68,840 1.764	\$72,508 1.858	\$73,991 1.896
14				\$70,830 1.815	\$74,655 1.913	\$76,177 1.952
15				\$72,821 1.866	\$76,801 1.968	\$78,362 2.008
19	\$43,810	\$60,162	\$66,016	\$73,821	\$77,801	\$79,362
23	\$45,060	\$61,412	\$67,266	\$75,071	\$79,051	\$80,612
27	\$46,560	\$62,912	\$68,766	\$76,571	\$80,551	\$82,112
31	\$48,560	\$64,912	\$70,766	\$78,571	\$82,551	\$84,112

The below longevity amounts are reflected above for the following Steps:

Step 19 - \$1,000    Step 23 - \$1,250

Step 27 - \$1,500    Step 31 - \$2,000

**APPENDIX A**

**INDEX AND SALARY SCHEDULE  
2026-2027 SCHOOL YEAR**

**3.0% Base**

EXP	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	\$34,770 0.865	\$40,196 1.000	\$41,884 1.042	\$44,256 1.101	\$45,944 1.143	\$46,949 1.168
1	\$36,538 0.909	\$41,924 1.043	\$43,814 1.090	\$46,306 1.152	\$48,155 1.198	\$49,200 1.224
2	\$38,025 0.946	\$43,653 1.086	\$45,743 1.138	\$48,356 1.203	\$50,366 1.253	\$51,451 1.280
3	\$39,553 0.984	\$45,381 1.129	\$47,672 1.186	\$50,406 1.254	\$52,576 1.308	\$53,702 1.336
4	\$41,040 1.021	\$47,110 1.172	\$49,602 1.234	\$52,456 1.305	\$54,787 1.363	\$55,953 1.392
5	\$42,568 1.059	\$48,838 1.215	\$51,531 1.282	\$54,506 1.356	\$56,998 1.418	\$58,204 1.448
6	\$44,095 1.097	\$50,567 1.258	\$53,461 1.330	\$56,556 1.407	\$59,209 1.473	\$60,455 1.504
7		\$52,295 1.301	\$55,390 1.378	\$58,606 1.458	\$61,419 1.528	\$62,706 1.560
8		\$54,023 1.344	\$57,319 1.426	\$60,656 1.509	\$63,630 1.583	\$64,957 1.616
9		\$55,752 1.387	\$59,249 1.474	\$62,706 1.560	\$65,841 1.638	\$67,208 1.672
10		\$57,480 1.430	\$61,178 1.522	\$64,756 1.611	\$68,052 1.693	\$69,459 1.728
11		\$59,209 1.473	\$63,108 1.570	\$66,806 1.662	\$70,263 1.748	\$71,710 1.784
12		\$60,937 1.516	\$65,037 1.618	\$68,856 1.713	\$72,473 1.803	\$73,961 1.840
13			\$66,967 1.666	\$70,906 1.764	\$74,684 1.858	\$76,212 1.896
14				\$72,956 1.815	\$76,895 1.913	\$78,463 1.952
15				\$75,006 1.866	\$79,106 1.968	\$80,714 2.008
19	\$45,095	\$61,937	\$67,967	\$76,006	\$80,106	\$81,714
23	\$46,345	\$63,187	\$69,217	\$77,256	\$81,356	\$82,964
27	\$47,845	\$64,687	\$70,717	\$78,756	\$82,856	\$84,464
31	\$49,845	\$66,687	\$72,717	\$80,756	\$84,856	\$86,464

The below longevity amounts are reflected above for the following Steps:  
 Step 19 - \$1,000    Step 23 - \$1,250  
 Step 27 - \$1,500    Step 31 - \$2,000

## APPENDIX B - EXTRACURRICULAR SALARY BASE

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

<u>Position</u>	<u>Years of Experience</u>		
Track			
Boys Head	14.0	14.5	15.0
Boys Assistant	9.0	9.5	10.0
Jr. High Boys Head	7.0	7.5	8.0
Jr. High Boys Asst	6.0	6.5	7.0
Track			
Girls Head	14.0	14.5	15.0
Girls Assistant	9.0	9.5	10.0
Jr. High Girls Head	7.0	7.5	8.0
Jr. High Girls Asst	6.0	6.5	7.0
Volleyball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Freshman	8.5	9.0	9.5
Jr. High 8th	7.0	7.5	8.0
Jr. High 7th	7.0	7.5	8.0
5th & 6th Grade	2.0	2.5	3.0
Tennis Coach	9.0	9.5	10.0
Golf Coach	9.0	9.5	10.0
Cross Country			
Senior High	9.0	9.5	10.0
Assistant	4.0	4.25	4.5
Senior Class Advisor	2.0	2.5	3.0
Junior Class Advisor (2 positions)	4.0	4.5	5.0
Sophomore Class Advisor	2.0	2.5	3.0
Freshman Class Advisor	2.0	2.5	3.0
National Honor Society Advisor	3.0	3.5	4.0
H.S. Yearbook Advisor	8.0	8.5	9.0
H.S. Paper Advisor	2.25	2.75	3.25
7 <sup>th</sup> Power of Pen	1.0	1.5	2.0
8 <sup>th</sup> Power of Pen	1.0	1.5	2.0
M.S. Paper Advisor	2.25	2.75	3.25
Drama			
Head	13.0	13.5	14.0
Technical Director	4.0	4.5	5.0
Audio Visual Programmer	4.0	4.5	5.0
Musical Director	5.0	5.5	6.0
Weight Program	9.0	9.5	10.0

<u>Position</u>	<u>Years of Experience</u>		
Cheerleader Advisor			
Football:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 <sup>th</sup>	1.0	1.125	1.25
8 <sup>th</sup>	2.0	2.25	2.5
7 <sup>th</sup>	2.0	2.25	2.5
Basketball:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 <sup>th</sup>	2.0	2.125	2.25
7 <sup>th</sup> & 8 <sup>th</sup>	3.0	3.5	4.0
Pep Band	3.0	3.5	4.0
Flag Corps	4.0	4.5	5.0
H.S. Student			
Council Advisor	4.0	4.5	5.0
J.H. Student			
Council Advisor	3.0	3.5	4.0
O.E. Sixth Grade Council Advisor	1.0	1.5	2.0
Science Fair Advisor	3.5	4.0	4.5
Science Fair Advisor	3.5	4.0	4.5
Science Olympiad			
Middle School	4.5	5.0	5.5
Middle School	4.5	5.0	5.5
Science Olympiad			
High School	4.5	5.0	5.5
High School	4.5	5.0	5.5
High School Quiz Bowl	3.0	3.5	4.0
Engineering Team	3.0	3.5	4.0
H.S. Swing Choir	5.0	5.25	5.5
Barbershop Quartet	2.0	2.25	2.5
Jr. High Athletic Director	14.0	14.5	15.0
Marching Band Head	14.0	14.5	15.0
Asst. Marching Band Director	8.0	8.5	9.0
OE Memorial Day Program	1.0	1.5	2.0
FCCLA	3.0	4.0	5.0
FFA	4.5	5.0	5.5
Resident Educator Coordinator	14.0	15.5	17.0

For changes effective 7/1/04:

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

Employees filling newly created positions will begin at step 0.





GRIEVANCE DECISIONS

LEVEL ONE Decision \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Administrative Representative

Date recd. \_\_\_\_\_ Signature \_\_\_\_\_

Grievant and/or Association  
Representative\*

LEVEL TWO Decision \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Administrative Representative

Date recd. \_\_\_\_\_ Signature \_\_\_\_\_

Grievant and/or Association  
Representative\*

LEVEL THREE Decision \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Administrative Representative

Date recd. \_\_\_\_\_ Signature \_\_\_\_\_

Grievant and/or Association  
Representative\*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

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

**APPENDIX D – ASSAULT LEAVE FORM**

**PAULDING EXEMPTED VILLAGE SCHOOLS**

**ASSAULT LEAVE**

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

1. Name \_\_\_\_\_

2. Description of assault and reason for leave request.

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

3. Dates of leave if known \_\_\_\_\_

4. Was medical attention necessary? \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX E – TUITION REIMBURSEMENT FORM**

\_\_\_\_\_ SCHOOL YEAR  
June 1, \_\_\_\_\_ through May 31, \_\_\_\_\_

**TUITION REIMBURSEMENT FORM**

Name \_\_\_\_\_

School in which enrolled \_\_\_\_\_

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

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

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

Signature of Employee \_\_\_\_\_

Received By \_\_\_\_\_

Date/Time Received \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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

1. Grade - Any one of the following:

- Letter from college/university
- Grade Slip
- Transcript

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

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

**APPENDIX F – EVALUATION FORM**

EVALUATION FORM

TEACHER \_\_\_\_\_ GRADE \_\_\_\_\_ /SUBJECT \_\_\_\_\_

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

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

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

Second: \_\_\_\_\_ Third: \_\_\_\_\_

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

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

H. TEACHER COMMENT

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

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

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX G - WALK THROUGH FORM**

## **Walk Through Form**

**Teacher Name:**

Your answer

**Teacher email:**

Your answer

**Grade/Content Area:**

Your answer

**Date:**

Date

mm/dd/yy

**Evaluator Name:**

Your answer

**Time Walkthrough Begins**

Time

:

AM

**Time Walkthrough Ends**

Time

:

AM



## Evaluator Observations:

- Teacher is consistent and effective in communicating appropriate, needs-based, and differentiated learning goals.
- Instructional time is used effectively.
- Teacher combines collaborative and whole class learning opportunities.
- Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident.
- Lesson makes clear and coherent connections with students prior learning and future learning.
- Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students.
- Communication strategies and questioning techniques check for understanding and encourage higher-level thinking.
- Information is presented in multiple formats.
- Routines, procedures and transitions are consistent, effective and maximize instructional time.
- Feedback is substantive, specific, timely and supports student learning.
- Teacher selects, develops and uses multiple assessments.
- Teacher uses differentiated instructional strategies and resources for groups of students.
- Other:

**Identified Focused Areas:**

- Focus for Learning
- Knowledge of Students
- Lesson Delivery
- Classroom Environment
- Assessment of Student Learning
- Professional Responsibilities

**Evaluator Summary Comments/Aligned Evidence:**

Your answer

## **APPENDIX H – PRE-CONFERENCE PLANNING FORM**

### **OTES 2.0 PRE-CONFERENCE PLANNING**

Filling out all or part of this pre-conference form is optional; however, it is highly recommended that you complete the entire form for a holistic observation and the corresponding areas for a focused observation.

#### **Focus on Learning:**

1. Describe the student data you have collected with your HQSD sources. What goals have you set for students or groups of students based on the data you collected?
2. What goals have you set for student growth and how are you monitoring student progress toward these goals?
3. How do the observed lesson's activities, resources and assessments address student needs and align to specific Ohio Learning Standards and District goals?
4. What content and skills will students know and demonstrate?
5. How does the lesson fit into the unit? What skills/information do students already need to be familiar with? How will it connect to future learning?

#### **Knowledge of Students:**

6. How does the background you have of your students guide your instruction?
7. How is the learning activity developmentally appropriate for all students in your class?
8. How does the lesson connect to students' experiences and culture?

#### **Lesson Delivery:**

9. How are learning goals communicated to students, including what is required for mastery?
10. How will you check for understanding and encourage higher order thinking during the lesson?
11. How do you provide timely feedback to students to support learning?
12. What collaborative and whole class instructional strategies will be used to engage all students?
13. Explain the different ways students will be able to demonstrate their learning.

### **Classroom Environment:**

14. Describe how students will take responsibility for their own learning.
15. How do you transition between learning activities to minimize time off-task?
16. How do you ensure the classroom environment is respectful, caring, and supportive?
17. How are students able to share their perspectives, experiences, and culture in a positive climate?

### **Assessment of Student Learning:**

18. Describe the assessments related to your lesson.
  - Diagnostic
  - Formative
  - Summative
19. What obstacles do you anticipate specific students or groups of students may encounter with this lesson? How will you be proactive in addressing the obstacles?
20. How will you check for student understanding throughout the lesson?
21. How will you use assessment data to inform your next steps within your unit?
22. What does your HQSD say about student growth and/or achievement over time?

### **Professional Responsibilities:**

23. How do you collaborate with colleagues to improve student learning?
24. How do you communicate student needs, successes, and areas for growth to the student and families?
25. Discuss ways you reflect on and analyze your teaching.

APPENDIX I – OTES TEACHER PERFORMANCE EVALUATION RUBRIC

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>FOCUS FOR LEARNING</b> (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)  <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	<b>Use of High-Quality Student Data</b>  Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).  The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Connections to state standards and district priorities</b>  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>KNOWLEDGE OF STUDENTS</b>	<b>Planning instruction for</b>	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent



ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)  <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	<b>the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY</b> (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)  <i>Possible Sources of Evidence: pre-conference, post-conference.</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher consistently demonstrates content knowledge by using content-specific strategies to engage students. The teacher's communication



ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<i>formal observation, classroom walk-throughs/informal observations, peer review</i>		<p>strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Monitoring student understanding</b>  Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>LESSON DELIVERY</b> <i>(continued)</i>  <b>Student-centered learning</b>  Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	<p>class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<p><b>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</b></p> <p><i>Possible Sources of Evidence: pre-conference, post-conference.</i></p>	<p>Classroom routines and procedures</p> <p>Element 5.5</p>	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.



ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Classroom climate and cultural competency</b>  Element 1.4 Element 5.1 Element 5.2	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p>	<p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)</b>	<b>Use of assessments</b>  Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		<p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES	Communication and collaboration with families	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual



ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)  <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Communication and collaboration with colleagues</b>  Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>District policies and professional responsibilities</b>  Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.  The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	<b>Professional learning</b>  Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

## APPENDIX J – HIGH-QUALITY STUDENT DATA VERIFICATION FORM

EachChildOurFuture

TA 03/09/2021

### High-Quality Student Data Verification Form

Teacher Name:

Evaluator Name: Chris Etzler

Content Area(s):

Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1

2

**The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:**

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

**AND**

**The teacher must use the data generated from the high-quality student data instrument by:**

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments:

Teacher Signature:

Date:

HQSD Approval Signature:

Date:

FINAL March 27, 2020

Ohio

Department  
of Education



**APPENDIX K – ASSESSMENT OF TEACHER PERFORMANCE**

First Observation

Ohio Teacher Evaluation System

Assessment of Teacher Performance

**Teacher Performance Evaluation Rubric**

<b>Reinforcement</b>	<b>Refinement</b>
----------------------	-------------------

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

### Teacher Performance Evaluation Rubric

<b>Reinforcement</b>	<b>Refinement</b>
----------------------	-------------------

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**APPENDIX L – OTES IMPROVEMENT PLAN**

**Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

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

**Improvement Plan (continued)****Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**APPENDIX M – FINAL HOLISTIC RATING OF TEACHER EFFECTIVENESS**

**Final Holistic Rating of Teacher Effectiveness—Full Evaluation**

	INEFFECTIV E	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Formal Focused Observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Focus Area(s):</b> <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIV E	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_



**APPENDIX N – PROFESSIONAL GROWTH PLAN**

**Professional Growth Plan**

A Professional Growth Plan (PGP) should articulate a clear set of action(s) for a teacher’s individualized professional growth. The annual plan should be aligned to both the Ohio Standards for the Teaching Profession (ORC) 3319.61 and Ohio’s Professional Development Standards (ORC) 3319.075. The PGP should reflect the expectations set in OAC 3301-24-06 (A) ...*professional development should lead to new or enhanced knowledge in the classroom and be related to student achievement.* The teacher assumes professional responsibility for the plan’s implementation in conjunction with the identified support from their employing district (see ORC 3319.112 (A)(9)(10)). Accordingly, the plan is informed by the most recent evaluation cycle and aligns with any district or building required plan under ESEA/ESSA.

Teacher Name:

Evaluator Name:

Self-Directed  
(Accomplished)

Self-Directed  
(Skilled)

Jointly- Directed  
(Developing)

**Organizational Area, Standard or Element:**

The teacher may identify one or two area(s), standard(s) and/or elements or a combination thereof as focus areas, when applicable.

**Organizational Area: Instructional Planning**

Focus for Learning

Standard 1 - Element(s) 1 2 3 4 5

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Knowledge of Students

Standard 1 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

**Organizational Area: Instruction and Assessment**

Lesson Delivery

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Standard 5 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

Classroom Environment

Standard 1 - Element(s) 1 2 3 4 5

Standard 5 - Element(s) 1 2 3 4 5

**Organizational Area: Professionalism**

Standard 6 - Element(s) 1 2 3 4

Standard 7 - Element(s) 1 2 3



Statement(s) Demonstrating Growth in Performance <i>Ohio Standards for the Teaching Profession</i>	Action Steps, Resources and Timeline to Achieve Progress and/or Growth	Qualitative or Quantitative Evidence to Indicate Satisfactory Progress	Dates Discussed:
Describe the alignment of the PGP to any district and/or building ESEA/ESSA plan(s) using the Standards for the Teaching Profession:			
Comments:			

This Professional Growth Plan was created and finalized on \_\_\_\_\_ effective for the \_\_\_\_\_ SY.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

*This document is an adaptation of the Ohio Department of Education (ODE) guidance regarding Walkthroughs/Informal Observations within OTES 2.0. The adaptation of ODE's guidance document was designed to reinforce legislative requirements, the Educator Standards Board's vision of a Professional Growth Model for Teacher Evaluation and collective bargaining rights. As presented, the document aligns to ORC 3319.112, ORC 3319.111, and State Board of Education OTES 2.0 Framework. If changes are made, it is the responsibility of the parties to confirm the changes continue to conform with law, framework and collective bargaining rights.*

## APPENDIX O – SCHOOL COUNSELOR EVALUATION RUBRIC

### Ohio School Counselor Evaluation System

### Assessment of School Counselor Performance

#### 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.

<b>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.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	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 implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	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.	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 identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
<b>Evidence</b>				

05/18/2016

**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.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	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.	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.	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.	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.
	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.	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.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	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.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
<b>Evidence</b>				

**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.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	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.	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.
<b>Evidence</b>				

**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.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not monitor student performance and progress.	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.	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.	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.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	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.
<b>Evidence</b>				



**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.**

<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<p>The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.</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 establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.</p>	<p>The school counselor establishes and strengthens strategic professional relationships within and outside of 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 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 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 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 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 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 identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.</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 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 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 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 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>

05/18/2016

Evidence			
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<b>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.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	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.	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 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.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	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.	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.	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.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				



<b>Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	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.
<b>Evidence</b>				

05/18/2016

**APPENDIX P – OHIO SCHOOL COUNSELOR FINAL SUMMATIVE RATING FORM**

**Ohio School Counselor Evaluation System**

**Final Summative Rating**

**FINAL SUMMATIVE RATING OF SCHOOL COUNSELOR EFFECTIVENESS ¶**

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

Check here if Improvement Plan has been recommended.

**School Counselor Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Evaluator Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

¶

## APPENDIX Q – GLOSSARY OF OTES 2.0 DEFINITIONS

### GLOSSARY OF OTES 2.0 DEFINITIONS

A. Walkthrough: A walkthrough shall be used for collection of evidence for the evaluation process that focuses on one or more of the following components:

- i. Evidence of planning;
- ii. Lesson delivery;
- iii. Differentiation;
- iv. Resources;
- v. Classroom environment
- vi. Student engagement; and,
- vii. Assessment.

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

B. Evaluation Factors and Report: A written compilation of data and conclusions drawn from the formal observation, walk throughs, evidence obtained by the evaluator, evidence submitted by the teacher, and any other components required by Ohio Revised Code to be used in the evaluation procedure.

- i. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher or counselor, to support and inform the accurate reflection of the evaluation factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

C. Evaluation Systems:

- i. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that complies with sections 3319.111 and 3319.112 of the Ohio Revised Code.
- ii. Ohio School Counselor Evaluation System (OSCES): The counselor evaluation system that complies with section 3319.113 of the Ohio Revised Code. For the purposes of this Article and evaluations, teacher will also refer to counselor unless specifically stated herein.
- iii. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used for counselors by the District to electronically report to ODE aggregate, summative counselor evaluation ratings.
- iv. Ohio Teacher Evaluation Systems (OhioES): The method used for teachers by the District to electronically report to ODE aggregate, summative teacher evaluation ratings.

D. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111, 3319.112, and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers and counselors developed under the Ohio Revised Code.

- E. Teacher Performance: The assessment of a teacher during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix I of this Agreement.
- F. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) reviewed and approved by the parties, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. HQSD must be used as evidence in any component of the evaluation related to the following:
- Knowledge of the students to whom the teacher provides instruction.
  - The teacher's use of differentiated instructional practices based on the needs or abilities of individual students.
  - Assessment of student learning.
  - The teacher's use of assessment data.
  - Professional responsibility and growth.

Local HQSD will be examined by a HQSD Committee for the sole purpose of determining the HQSD list based on the aforementioned criteria for teachers to choose, not including counselor metric(s) of student outcomes.

- G. Evaluation Rating: The final, holistic evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The ratings shall be accomplished, skilled, developing, or ineffective. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.
- H. Evaluation Instrument: The process and forms used by the teacher's evaluator. The evaluation tools are located in Appendices G-M of this agreement.
- I. Metric(s) of Student Outcomes: A measurable, long-term growth target that a counselor sets and completes at the beginning of the year for students or subgroups of students over a given interval.
- J. Poorly Performing Teacher: A teacher who is assigned a teacher holistic summative rating of ineffective for two (2) consecutive years. This provision shall not prohibit the Board of Education for initiating a non-renewal of a teacher who does not meet the foregoing definition of "poorly" performing teacher."
- K. Immediate Supervisors: An immediate supervisor shall be employed by the district as one of the following: Superintendent, Principal/Assistant Principal, Curriculum Coordinator, Director of Special Education, Director Early Learning, or Dean of Students. They shall also have successfully completed state-mandated evaluator credentialing training, have the required licenses, and passed a credentialing assessment. The evaluator shall not be a bargaining unit member. The supervisor must be employed by the district, not solely for the purpose of evaluating, holding the appropriate certificate/license and must be credentialed as stated in Ohio law.

## APPENDIX R

### **Memorandum of Understanding**

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

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

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

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

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

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

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

Now Therefore, it is hereby Agreed as follows:

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

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

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

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

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

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

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

Executed this 16<sup>th</sup> day of April, 2008

Paulding Exempted Village School District Board of Education

Patricia Ross  
Superintendent

Robert Q. George  
Board Treasurer

Paulding Education Association

Jan Kohout  
Association President

Randi R. Jones  
Association V President



APPENDIX S

**MEMORANDUM OF UNDERSTANDING**

**Between the Paulding Exempted Village Board Of Education  
and the  
Paulding Education Association**

WHEREAS, there is a Collective Bargaining Agreement between the Paulding Exempted Village Board of Education and the Paulding Education Association which addresses the issues of Reduction in Force and Recall, and

WHEREAS, the Collective Bargaining Agreement addresses the issue when an employee remains on layoff status, and

WHEREAS, the Collective Bargaining Agreement addresses the issue of when a certified/licensed person applies for and receives a vacant position when an employee remains on recall, and

WHEREAS, the parties wish to reach an amicable resolution of this matter,

Therefore, the parties mutually agree to the following:

1. In the event the district cannot find a certified/licensed person to fill a vacancy for which an employee on recall status is not originally certified/licensed for, the district will first offer the vacancy to the employee on layoff status
2. The district will offer the employee the right to apply for a temporary license.
3. The teacher agrees to obtain a temporary license and abide by the regulations set forth by the state to maintain said license.
4. If the teacher on layoff declines the offer for temporary status, the employee continues to remain on the layoff list with all the benefits granted to them under the recall provision. This rejection will not count against the employee and the employee shall remain at the same location on the recall list

This Memorandum of Understanding shall become a part of and affixed to the Master Agreement effective with the signatures of the parties.

William J. Higgins 1-9-07

For the Board Date  
[Signature] 1-9-07  
For the Board Date

Jan Robert 1/8/07

For the Association Date  
[Signature] 1/9/07  
For the Association Date

**APPENDIX T**

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

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

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

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

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

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

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
President-Board of Education

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Treasurer-Board of Education

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Teacher

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

APPENDIX U

11/15/21  
[Handwritten initials]

Memorandum of Understanding

~~This Memorandum of Understanding is made by and between the Paulding Exempted Village BOARD OF EDUCATION (hereafter "Board"), and the Paulding Education ASSOCIATION (hereafter "PEA").~~

~~WHEREAS, the Board and PEA are parties to a Collective Bargaining Agreement in effect, July 1, 2020-June 30, 2021, and~~

~~WHEREAS, the CBA addresses hours, wages, and terms and other conditions of employment; and~~

~~WHEREAS, as a result of the current COVID-19 pandemic, student attendance may be restricted through government order or students may desire to continue their education from home; and~~

~~NOW, THEREFORE, BE IT AGREED by and between the Board of Education and the PEA, as follows:~~

1. All teachers will follow the remote learning plan that was jointly created by the Board and the bargaining team on July 15, 2020 should we move to teaching remotely.
2. The Board will accommodate all teachers with the proper electronic devices and access to all electronic equipment, as well as all needed training.
3. Students will follow their normal classroom schedule. Students at home will be placed in Panther Virtual Learning.
4. Students at home will be counted as part of the Panther Virtual Learning teacher's roster. On-line students will be evenly distributed.
5. Teachers will not be required to clean or sanitize their classrooms. This will be accomplished with the non-teaching staff as needed. Sanitation will occur in each classroom by the non-teaching staff using the methods and frequency standards established by the Centers for Disease Control (CDC).
6. Each teacher will be required to have a seating chart.
7. Sanitation supplies will be provided to all teachers.
8. Teachers will be provided, at Board expense, masks and shields. The Board will require all certified staff to wear masks or shields until such a time that the Governor removes the mandate. Certified staff with a health condition that would prohibit the wearing of a mask or shield must have documentation from a qualified health professional.
9. Teachers who are considered an exception as documented on the CDC website, will be provided an aide or substitute in the classroom and will be allowed to continue teaching remotely as stated below.
10. No teacher will be disciplined as a result of his/her efforts to implement remote learning as outlined in the CBA, however they are expected to follow the guidelines in the Distance Learning Plan.
11. No observations or evaluations will be conducted during remote learning unless required by the state. If the state requires evaluations, a modified approach will be negotiated.
12. Protocols will be established between the Board and the Association relating to parent/teacher meetings.
13. The Board will require students to wear masks or shields until such a time that the Governor removes the mandate. Students with a health condition that would prohibit the wearing of a mask or shield

must have documentation from a physician. The student will not be allowed in the classroom without a mask or shield until such time documentation can be obtained.

14. The Paulding County Health Department will establish protocol for students who are diagnosed with COVID-19 and have exposed other students and staff. These guidelines will be included and made a part of this agreement. The guidelines may periodically be updated and altered by the Health Department as needed.
15. No teacher will lose employment, pay or benefits as a result of this world-wide pandemic, provided no further cuts are made.
16. ~~All teachers who contract COVID-19 and who are unable to work remotely will have the benefit of paid sick leave provided under the Families First Coronavirus Response Act (FFCRA) and any/all subsequent federal or state legislation of a similar purpose, in addition to their contractual rights and the rights set forth herein.~~ Any teacher who exceeds his/her sick days as a result of having COVID-19 and is unable to teach and wishes to request sick days from other Association members, will notify the Association President. The Association President will notify the Superintendent of said request prior to notifying the membership. The President will then send an email to the membership requesting members to voluntarily donate up to 2 sick days without revealing the members name. The number of days requested with the responses will be forwarded to the Superintendent or designee. Sick days will be donated on a first come first serve basis and on rotation of one day at a time. Any unused sick days requested and granted, will be absorbed by the district.
17. If the teacher is quarantined due to exposure to a person with COVID-19, or if the teacher contracts COVID-19 but is able to work, then the days of quarantine/remote instruction will not be sick days. Rather, the Board will permit the teacher to teach his/her classes remotely during the quarantine or illness and facilitate the remote instruction. An aide/substitute will be assigned to the classroom for the duration of the quarantine/illness.
18. A teacher with documentation of a condition placing him/her at higher risk under CDC COVID-19 guidelines will be permitted to teach remotely in the manner set forth for quarantine until they are cleared by their health care provider to teach in person.
19. The Parties agree that this MOU cannot anticipate all issues that may arise as a result of the COVID-19 pandemic. Accordingly, the Parties agree to bargain in good faith in accordance with Ohio law in regard to COVID-19 related issues that alter or affect terms and conditions of employment.
20. The rights and benefits set forth in this agreement are in addition to any and all federal relief programs (including but not limited to the Families First Coronavirus Response Act (FFCRA) and any/all subsequent federal or state legislation of a similar purpose).

This MOU is in response to the current COVID-19 situation as schools were closed on or about March 12, 2020 preventing some students from attending classes in the regular way. This is a one-time agreement necessitated by the COVID-19 pandemic and does not set a precedent for any future circumstances of a similar nature.

Nothing in this MOU alters or amends any provision of the CBA except as expressly stated herein. All other provisions of the Agreement currently in effect between the parties hereto are not altered by this Memorandum of Understanding and shall remain in full force. This MOU contains the entire agreement of the parties with respect to the COVID-19 pandemic-related issues set forth herein, and this MOU may be altered only by the mutual written agreement of the parties.

This MOU is affixed and attached to the Collective Bargaining Agreement and made a part thereof with all the rights granted under that Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Paulding Exempted Village BOARD OF EDUCATION and the Paulding Education ASSOCIATION have executed this Memorandum of Understanding on the date set forth opposite their names,

**Paulding Exempted Village Board of Education**

Date: 9/11/20

By: [Signature]

Date: 9.11.20

By: Kenneth Sprague


**Paulding Education Association**

Date: 9-11-2020

By: [Signature]

Date: 9-11-2020

By: Anna Wilhahn

1/15/21  


09/17/2020  
17-MED-04-0628

**Memorandum of Understanding  
Between  
Paulding Education Association  
And  
Paulding Exempted Village Board of Education**

This Memorandum of Understanding is entered into by and between the Paulding Exempted Village Board of Education (Board) and the Paulding Education Association (Association) this 5th day of August, 2020.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from July 1, 2017 through June 30, 2020;

WHEREAS, the Board and Association have negotiated and have come to an agreement regarding a successor Collective Bargaining Agreement (CBA);

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. A successor agreement for the 2020-2021 school year has been properly bargained and executed.
2. A 2% increase will be granted on the base salary including supplementals.
3. Huntington Insurance/Jefferson Health plan will conduct a feasibility study on spousal carve-out.
4. The parties agree to an additional professional day of training for teachers who are coaches.
5. All other language will be rolled over into the successor CBA. Dates may be changed as appropriate.
6. The parties agree to negotiate a 3-year CBA following the 2020-2021 school year.
7. An OTES 2.0 committee will be formed to investigate statutory requirements with representatives chosen by the respective parties. No more than 3 from each side. This committee has no authority to bargain or change the existing CBA.
8. The Board and Association agree to extend the implementation of OTES 2.0 until the 2021-2022 school year. The terms and conditions of employment and/or the modification or



deletion of current CBA provisions impacted by the implementation of OTES 2.0 shall remain a subject of negotiation between the Board and Association.

This MOU shall be attached to and affixed to the Collective Bargaining Agreement and retains all rights under the CBA regarding enforcement of same.

For the Association

For the Board of Education

BY:



BY:

