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PATRICK HENRY LOCAL SCHOOL DISTRICT

NEGOTIATIONS AGREEMENT

between the

Patrick Henry Local Board of Education

and the

Patrick Henry Education Association

July 1, 2016- June 30, 2019

PATRICK HENRY BOARD OF EDUCATION

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ARTICLE I

RECOGNITION - PROFESSIONAL NEGOTIATIONS AGREEMENT

A. RECOGNITION

The Patrick Henry Board of Education, hereinafter referred to as the Board, recognizes the Patrick Henry Education Association, hereinafter referred to as the PHEA, affiliated with the National Education Association, the Ohio Education Association, the Northwestern Ohio Education Association, as the exclusive and sole negotiations representative for all the employed certificated/licensed personnel, whether on leave, or a per diem basis, employed, or to be employed, excluding the Superintendent, Assistant Superintendent, Principals, other administrative personnel, and substitutes. The Board agrees not to negotiate with any teachers' organization other than the PHEA for the duration of this agreement.

The Association recognizes that the Board is a duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Patrick Henry Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision, and control of the Patrick Henry Local School District as set forth in the statutory law of Ohio including but not limited to 3313.20, 3313.47, 4117.08 of the Ohio Revised Code.

B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

C. SCOPE OF NEGOTIATIONS

Representatives of the Board and the PHEA shall negotiate in good faith on salaries, fringe benefits, hours, and other terms and conditions of employment. "Good faith" includes, but is not limited to, the taking of reasonable positions on bargainable issues, an indicated willingness to reach agreement thereon, a search for counter-proposals to proposals not accepted, and refraining from unexplained changes in position or the raising of new issues calculated to avoid the reaching of an agreement. "Good faith," however, does not require either party to agree to a proposal or make a concession.

D. STATEMENT OF PRINCIPLE

Representatives of the Board and the PHEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination; provided, however, that no provisions of this agreement shall be construed as authorizing, condoning, or protecting any illegal conduct.

E. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the first (1st) day of April and meet not later than the fifteenth (15th) day of April of the year in which this agreement expires. Notification in writing from the PHEA shall be served on the Superintendent and from the Board shall be addressed to the President of the PHEA.

The initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session.

2. Representatives

Representatives of the Board and/or their designated representatives shall meet with designated representatives of the PHEA to negotiate in good faith. Representation shall be limited to three (3) representatives each of the Board and the PHEA. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Not more than one consultant may be used by each of the parties in any of the negotiation meetings.

4. Information

The Board and Superintendent agree to furnish the PHEA's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all regularly maintained public information concerning financial resources of the district and such other information as will assist the PHEA in developing intelligent, accurate, and constructive programs on behalf of the teachers.

5. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be limited to thirty (30) minutes in length.

6. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating process.

7. Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party.

8. Schedule of Meetings

Before all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

9. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges.

F. LENGTH OF NEGOTIATIONS

Negotiations shall be for a term of sixty (60) days or less, unless mutually agreed to extend the time limits.

G. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the PHEA and Board for formal approval. Following ratification by the PHEA and ratification by the Board, the Board shall adopt a resolution setting forth the agreement and the duration. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties and shall not discriminate against any staff member in regard to membership or non-membership in the Association.

H. IMPASSE PROCEDURE

1. The impasse resolution procedures herein shall supersede the dispute settlement and procedures set forth under ORC 4117.14.

If the parties have negotiated for a period of at least forty-five (45) days or sixty (60) calendar days (whichever is less) and no agreement has been reached, either party may declare an impasse and submit the unresolved issues to the impasse procedure contained herein. Upon declaration of impasse either party may contact the Federal Mediation & Conciliation Service and request the services of a mediator.

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

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this

Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

Up to three (3) teachers designated by the Association shall be provided release time to be present in the Association's behalf at an impasse hearing.

Prior to any strike, the Patrick Henry Education Association agrees that it shall present the Board's final offer to the bargaining unit for a vote. If the final offer of the Board is not rejected by a majority of the full membership of the Union, then it shall be deemed accepted by the Union and be included in any contract between the parties.

2. If the majority of the Patrick Henry Education Association membership rejects the Board's final offers, the PHEA may exercise its right to strike pursuant to Section 4117 of the Ohio Revised Code by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.

I. GENERAL

1. Executive Sessions

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

News releases will not be made by either party unless by mutual consent as to when, how, and content of the release.

2. Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the agreement shall be made available through the district website.

ARTICLE II

GRIEVANCE PROCEDURE

The Patrick Henry Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

DEFINITIONS

A "grievance" is an alleged violation, misinterpretation, or misapplication of the master contract between the Board and Association

"Grievant" shall be defined as the bargaining unit member affected by alleged grievance, and/or the Association on his/her behalf.

"Days" shall be defined as Monday through Friday excluding calamity and vacation days within the school year and holidays in the summer.

LEVEL I - PRINCIPAL

An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. In the event the principal is not available to discuss or formally answer a level one grievance within five (5) days, the Superintendent will be the person with authority to respond to the grievance, within the time limits set.

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, the grievant shall formalize the grievance by filing a written grievance report form with the principal. The written grievance shall state the grievant's name, job title, the facts surrounding the alleged grievance, and the contract provisions allegedly violated. A meeting involving the grievant, Principal, and representatives of the two parties, if desired, shall be held within five (5) days of submission of the grievance report form.

Within five (5) days of the meeting, the Principal shall render his/her decision in writing to the grievant.

LEVEL II - SUPERINTENDENT

If the aggrieved is not satisfied with the suggestions for resolution received in Level I, he may within five (5) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request. In the event the Superintendent is unavailable to hold the meeting and render a decision, the Superintendent designee shall be the person with authority to conduct the meeting and respond to the grievance within the time limits set. The Superintendent's designee shall be a building administrator not involved with the grievance.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent, or Superintendent designee, shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

LEVEL III- ARBITRATION

If the aggrieved is not satisfied with the suggestions for resolution received in Level III, he may within five (5) days of receipt of such written response, make written request to the Board, the Association, and the American Arbitration Association, requesting arbitration.

The arbiter shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbiter shall hold such meetings as he determines necessary to make a fair and impartial ruling on the grievance as stated.

The ruling of the arbiter shall be made in writing to the aggrieved and Superintendent and be final to the limit of the grievance as stated. Such ruling shall be made in writing within the time specified at the hearing by the arbitrator in accordance with AAA rules.

Costs of the arbiter shall be shared equally by the aggrieved and the Board.

The arbiter shall have no power to overrule, add to, subtract from, disregard, or modify any term or provision of this contract or make any award which is inconsistent with the terms of the contract or contrary to law.

GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers.
3. A grievance shall be reduced to writing and include:
 - a. grievant's name
 - b. job title
 - c. facts surrounding grievance
 - d. the alleged violation
 - e. relief sought.
 - f. date of initiating procedure.

4. Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. If counsel for the teacher is an organizational counsel, it shall be only official representatives of the recognized teacher organization.
5. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved. Days shall be understood to be weekdays excluding Saturdays, Sundays, and holidays.
6. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level. Failure of the administration to follow the specific time limits to answer shall mean the grievance is sustained.
7. Meetings and hearings under the grievance procedure shall be conducted at a time and place that will afford a reasonable opportunity for the grievant and necessary witnesses to be present.
8. A grievant must file his/her written grievance within twenty (20) days after the occurrence (or the date when the grievant should have had knowledge of the occurrence) of the action or condition which is the basis for said grievance. If the grievant fails to file his/her grievance within said time, the grievant will have waived his/her right to file a grievance on that occurrence.
9. 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. In addition, the Board and grievant may mutually agree to expedite grievance arbitration and advance the grievance directly to arbitration.

ARTICLE III

TEACHER CONTRACTS

- A. All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Said contract shall state the position for which the person is being contracted along with the amount to be paid. Contracts shall be of two kinds: limited and continuing.

Limited Contracts

A limited contract is a contract for five years or less in duration. Supplemental contracts are limited contracts.

1. Upon initial employment, a one year contract shall be issued by the Board.
2. After two years of successful teaching in the Patrick Henry Local Schools, a two year contract may be recommended.
3. After three years of successful teaching in the Patrick Henry Local Schools, a two year contract will be recommended.
4. After completion of a two year contract, a contract will be issued by the Board and thereafter shall be for three years unless: a) the teacher requests a two year contract in which case the teacher's request shall be honored. b) the administration deems it necessary to issue a one-year contract at which time the administration will meet with the teacher to discuss reasons for a one year contract. The teacher shall have the right to be represented at this meeting.

Continuing Contracts

Qualifications for continuing contracts are determined by ORC 3319.08 and 3319.11. However, any teacher eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the building principal on or before October 1 that upon the expiration of his/her current limited contract, the teacher will be eligible and meet all qualifications for a continuing contract.

Failure to notify the principal in writing prior to October 1, in the school year of expiration of the teacher's limited contract shall result in the teacher receiving a one-year limited teacher contract. This contract shall not be considered an extended limited contract pursuant to the requirements of ORC 3319.11. Upon completion of the one year limited contract, the board shall either grant the continuing contract or non-renew in accordance with ORC.

This provision supersedes and replaces where applicable those requirement of ORC sections 3319.08 and 3319.11.

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected documented deficiencies during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent on or before April 15th.

The teacher may be placed on an extended limited contract not to exceed two (2) years by the Superintendent with recommendation to the Board. If the teacher is reemployed at the end of this extended limited contract, he/she shall be given a continuing contract. The provisions contained in this section shall supersede only the process for granting of an extended limited contract as set forth in ORC 3319.11.

B. TERMINATION/NONRENEWAL OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code. A disciplinary suspension of a teacher's contract shall be in accordance with the employee discipline code contained in Article VIII, Section R of this agreement.

- a. The provisions of Section 3319.11 and Section 3319.111 of the Ohio Revised Code shall apply.
- b. Any teacher being considered for a disciplinary action and/or reprimand and/or non-renewal shall be entitled to a meeting. Said meeting shall include the affected teacher and Superintendent or the Superintendent's designee with representatives of their choosing.

C. REDUCTION IN FORCE

1. Staff Reductions

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the district. The procedures contained herein for such reduction in certificated staff shall not pertain to contracts non-renewed in accordance with Ohio Revised Code 3319.11 and to teachers employed as substitutes. O.R.C. 3319.11 shall not be used for the purposes covered by this section.

2. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11

3. Reduction Other Than by Attrition

To the extent that reductions under "C-1" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment in accordance with ORC 3319.17. When layoffs of members of the bargaining unit are necessary, comparable evaluations

and seniority and areas of certification shall be the exclusive criteria in determining such layoffs. For the purposes of this Article only, all evaluations will be considered comparable for the 2016-17, 2017-18, and 2018-19 school year.

Layoffs shall be on the basis of last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, until all teachers on limited contract in the affected area of certification have been laid off.

4. Notification of Reduction in Force

The Board of Education shall notify the Association President in writing, 60 days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of implementation and the effective date of the RIF.

Upon receipt of the notification the Association may request a meeting with the Board or designee to discuss the RIF.

5. Seniority and Certification

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 1/2 time equals 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the Board meeting in which the teacher was hired; and then by
- b. For seniority purposes the employee will email the principal and/or superintendent to accept the position being offered.
- c. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list pursuant to 5b. or 5d. below, that person's seniority within the system is broken.

The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

Teachers on an unpaid authorized leave of absence and/or reduction in force shall not accrue seniority during the term of the unpaid authorized leave of absence and/or reduction in force.

A person on sick leave does accrue seniority.

A person on unpaid leave does not accrue seniority but comes back at the same level.

A person on family medical leave will maintain his standing and seniority.

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification/licensure held by each teacher. This list shall be posted annually in each building on or about October 1. Bargaining unit members shall have one month to review the list and submit any corrections to the Superintendent's office. After the review period, a corrected list shall be posted December 1, and shall be in effect until the next annual posting.

On or about October 1 of each school year, the PHEA President shall receive in writing a copy of the seniority list.

6. Recall

- a. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are certified before any permanent teacher full, part-time, or substitute is hired.
- b. In the event a vacancy(ies) in their certificated area becomes available, the Board shall recall the teacher to active employment by giving written notice to the teacher. The written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Unless the teacher responds within two weeks of the posting of the letter, it is assumed that the position is rejected. Upon the second rejection, the teacher's name will be removed from the recall list.
- c. A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.
- d. A teacher's name shall remain on the Reduction in Force list for two (2) school years until July 10 following the date he/she is first placed on the list.
- e. Internal posting of a vacancy shall be implemented first in accordance with Article V, Section B of this agreement. Recall positions will be considered after the internal process is completed or no other internal applicant has proper licensure.

ARTICLE IV

TEACHER EVALUATION

A. CLASSROOM EVALUATION

1. Evaluation of employees shall be conducted openly and with full knowledge of the employees and shall not interfere with the normal teaching/learning process. There will be classroom observations of the work performance of a teacher for the purpose of a formal written evaluation to assess the employee's teaching performance, to help the employee to achieve greater effectiveness in performance of the teaching assignment and to constitute the basis for personnel decisions including reassignments, continuing contract status, limited contract renewal, limited contract non-renewal or termination.

B. DEFINITIONS

1. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under section 3319.111 and 3319.112 of the Ohio Revised Code.
2. Evaluation Framework: As established by the State Board of Education and 3319.112 in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.
3. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
5. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, walkthroughs, and teacher evaluation portfolio that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded from "1" indicating lowest performance to "4" indicating highest performance.
6. Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: most effective, above average, average, approaching average, least effective.

7. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating. The completed evaluation rating will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective. These evaluation ratings are subject to change based on ODE requirements.
8. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. The evaluation tools are located in Appendix I-P of this agreement. Any new forms must be mutually agreed upon before implementation.
9. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
10. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
11. **Poorly Performing Teacher:** 1) A teacher who is assigned an evaluation rating of ineffective for three (3) consecutive years so long as the teacher has been in the same position for those 3 years.
12. **Teacher(s) of Record:**
 - a. Is/Are responsible for assigning the grade to the student
 - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s) of record(s)"
 - c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course:
 1. Minimum a 51% co-teaching;
 2. Minimum of 31% team teaching (classroom teacher(s));
 3. Minimum of 31% interventionist(s) (example: Title One and special education)
13. **Linkage:** The process of connecting the teacher(s) of record [based upon above definition] to a student's and/or defined group of student's achievement scores.
14. **Shared Attribution:** The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific subject and/or grade level.

C. EVALUATORS

1. The teacher's immediate supervisor will be his/her evaluator unless unable to complete their portion of the evaluation process due to physical or mental incapacity, another evaluator from the following list will be assigned to complete the evaluation.

The positions considered for evaluating teachers include: High School Principal, Middle School Principal, Elementary Principal, and Assistant Principal so long as each have passed the credentialing assessment required by the state.

2. The evaluator shall not be a bargaining unit member.
3. In the event an employee performs work under the supervision of more than one credentialed evaluator, a credentialed evaluator will be designated within ten (10) days following the beginning of the school year. The teacher will be notified in writing of this determination.

D. EVALUATION PROCESS

1. All evaluations will be completed by May 1 of each year and each teacher will receive the written evaluation report of his or her evaluation no later than May 10, unless the teacher has received an accomplished rating.
2. The credentialed evaluating administrator will perform two (2) observations no less than 30 minutes and no more than a full class period each in length to support the written evaluation.
3. The evaluation rating of teacher performance will be based on the evaluator's observation of the classroom (via formal observations and walkthroughs) and evidence from the teacher's portfolio if presented by teacher.
4. The Formative Assessment including the OTES Rubric found in Appendix K shall include a pre-observation in-person conference between the teacher and the evaluating administrator. This will take place prior to the first observation. Performance goals will be reduced to writing and be included on the professional growth plan in Appendix P. The professional growth plan will be due by October 1 of each year. Teachers on an improvement plan will not be required to provide a professional growth plan.
5. The Formative Assessment including the OTES Rubric found in Appendix K shall include a post-observation in-person conference and will take place between the teacher and the evaluating administrator after each observation at which time the administrator will review the observation.
6. At each post observation conference, teachers will receive a written report.
7. The written summative evaluation is to be completed within ten (10) working days following the final observation, unless an extension is mutually agreed upon by both parties. Teachers will be provided the evaluation report prepared by their credentialed evaluator and will have a conference to discuss said report.

8. Observations shall be conducted only on a day when normal classroom procedures can be expected – not on the day before or after a vacation or the day after an illness.
9. The teachers will be granted at least one month to correct deficiencies prior to the next observation. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, an additional observation shall be conducted.
10. Should a teacher desire an additional observation by a properly qualified credentialed evaluator other than his/her immediate supervisor, the request should be made to the Superintendent of Schools. The Superintendent will assign another qualified credentialed evaluator from the qualifying list.
11. Teachers will use one of the following to determine SGM according to level and subject taught.
 1. Value Added
 2. Any district owned ODE approved vendor assessment
 3. One (1) or more SLO's
12. Teachers with value added and/or vendor assessments as described previously will use a prorated proportionate percentage according to their teaching schedule.

E. APPLICATION

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District.
 - a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
 - b. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
 - c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
 - d. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. Teachers who do not fit the above categories or was on leave from the school district for 50% or more of the school year will remain on the 2006-2009 evaluation tool. Teachers who qualify for OTES but will be retiring will not be evaluated provided the teacher has submitted notice of retirement and that notice

has been accepted by the board not later than in the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

F. TRAINING

1. Written instructions and training on the teacher evaluation procedure will be provided annually for all teachers and shall include the tools, processes, methodology, and the use of student growth measure data.
2. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a new teacher, not later than the first fifteen (15) days of school with the District.

G. INTENT TO NON-RENEW

1. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the credentialed evaluator shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

H. CRITERIA FOR PERFORMANCE ASSESSMENT

1. Teachers shall be evaluated on his or her work performance based only on the OTES rubric in Appendix M observations of the teacher by the teacher's assigned evaluator and the walkthroughs. All results and conclusions of performance assessments must be documented and supported by evidence.
2. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.

I. WALKTHROUGHS

1. A walkthrough shall be used for collecting evidence that specifically relates to one of the seven standards.
2. The walkthrough shall be at least two (2) minutes, but not more than six (6) consecutive minutes in duration.
3. Follow-up shall occur no later than two (2) work days after the walkthrough to provide feedback about the walkthrough. Recommendations to remediate deficiencies shall be given.
4. The teacher shall be provided a copy of the walkthrough notes.
5. No more than two (2) walkthroughs shall be conducted each semester unless otherwise requested by the teacher.

J. IMPROVEMENT PLAN

1. A professional improvement plan is a clearly articulated assistance program for a teacher (See Improvement plan in Appendix L):
 - a. Whose overall summative rating is ineffective.
2. All deficiencies shall be addressed during the post-observation conferences.
3. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference.
4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of improvement of identified deficiencies.
5. The evaluator and teacher shall develop a professional improvement plan to address the identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
6. The improvement plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;
 - c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than one month, as to allow for the improvement of identified deficiencies.

K. FINALIZATION OF REPORT

1. Completion of Evaluation Cycle
 - a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.
 - b. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing as notification that said report will be placed in the personnel file.
 - c. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.
 - d. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

- e. The Board shall evaluate each teacher assigned an evaluation rating of "Accomplished" on the teacher's most recent evaluation conducted under this article once every three (3) school years.
- f. The Board shall evaluate each teacher assigned an evaluation rating of "Skilled" on the teacher's most recent evaluation conducted under this article once every two (2) school years.
- g. Off year observations conducted under e and f above shall be one observation followed by a conference. The off year observation form can be found under Appendix I.

2. Response to Evaluation

- a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- b. No teacher will be required to sign a blank or incomplete form.

L. DUE PROCESS

1. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
2. Failure by the District to adhere to any timeline or condition established in this agreement shall render the summative rating evaluation "skilled."
3. This evaluation process is subject to the grievance procedure Article II of this Master Contract.

M. PERSONNEL ACTION REQUIREMENTS

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected.
2. An evaluation cycle shall not be completed until the teacher has been provided a written report of the results of the evaluation.
3. In the event there is a change in the teacher's assignment or transfer, the teacher will be assigned the minimum rating of "skilled" following the year of transfer or change.

ARTICLE V
PERSONNEL FILES

A. PERSONNEL FILES

1. The Superintendent of Schools shall provide for the maintenance of an employment record of each certificated staff member of the Patrick Henry Local Schools.

It is mandatory that the following items be deposited in each employee's file:

- a. The original copy of all evaluations and any response.
- b. Copies of all certificates.
- c. Official transcripts of undergraduate and graduate work completed.
- d. Copies of requests for transfer, leaves, and replies to such from the Administration.
- e. Copies of current contracts.
- f. Application for employment.
- g. Other items in accordance with 7. below.

1. Any post employment materials in a teacher's personnel file may be reviewed by the teacher at a mutually agreed upon time.
2. The teacher shall receive upon request copies of any material in the file at the requesting party's expense (prevailing copy expenses would be incurred) if more than one copy per year is requested.
3. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.
4. Letters received from parents and other non-professionals regarding a teacher shall be reviewed by the Principal and the staff member involved.
5. A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.
6. All entries into the personnel file shall be dated as to entry.
7. Prior to placement in his or her personnel file, a teacher shall be entitled to review any material which may be considered critical or other than complimentary of the conduct or performance of the staff member. Such staff member will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date to the copy to be filed. If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to

have present at such review a representative of the teacher's choice. The teacher may respond in writing to such information and may have the response affixed to the information.

B. COMPLAINT PROCEDURE

Complaints against professional staff members shall be handled in a consistent manner. Administrators and/or their designee will direct complainants to the individual involved, and any anonymous complaints shall be disregarded. This procedure will also pertain to all employees issued supplemental contracts.

Any further action concerning the complaint as listed above will be initiated by the following procedures:

1. If requested by the complainant or the professional staff member, a meeting involving the professional staff member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
2. If the complaining party refuses to meet with the teacher, the Principal will meet with the teacher and inform the teacher of the nature of the complaint.
3. The complainant must be willing to be identified to the teacher for any action to take place.
4. If the Principal feels there is a basis for the complaint after meeting with the parent and teacher, he/she shall take whatever discretionary action he/she deems appropriate.
5. If it is not resolved through the action of the Principal, it may be appealed to the Superintendent.
6. If any action is taken, the teacher shall be given the opportunity to present a rebuttal and have it attached to the file copy.
7. The professional staff member shall have the right to a representative of his/her choosing at each step of this procedure.

ARTICLE VI

ASSIGNMENT, TRANSFERS, AND VACANCIES

- A. The assignment of bargaining unit members and their transfers to positions in the various schools of the district shall be made by the Superintendent. Any teacher being involuntarily transferred will be placed only in an equivalent position i.e. on which, among other things, involves no reduction in total compensation nor impairment of tenure. Voluntary transfer will be requested prior to involuntary transfers being implemented in accordance with this Article. However, employees are not guaranteed a voluntary transfer. Nothing in this article prohibits management's right to make involuntary transfers other than specified below.
- B. Vacancies shall be emailed to employees' school email account. During the school year vacancies shall be posted on a designated bulletin board in each district building. Vacancies shall be posted for a period of five (5) days internally prior to the position being filled. If the vacancy occurs on or after August 1, said posting period may be waived with notification and approval of the PHEA President or designee. Said position shall not be filled within forty-eight hours of PHEA notification and approval. In determining the candidate for a vacant position, the Superintendent shall review transfer requests and building needs prior to the filling of the vacancy. Employees without email will contact treasurer's office prior to the end of the school year to provide an alternate contact method.
- C. Said posting shall contain the following information:
 - 1. Position available, including grade and subject
 - 2. Location of position
 - 3. Deadline for submission of application, and
 - 4. Any additional pertinent information
- D. In any given transfer the Superintendent will meet with the teacher to discuss the transfer and provide the teacher the opportunity to make his/her feelings known.
- E. An opening and/or vacancy is defined as a current or new teaching position that is or will become available on or before the beginning of the next school year. A position which opens during the school year may be filled on a temporary basis for the remainder of the school year.
- F. A transfer shall be defined as follows:
 - 1. Change from one building to another.
 - 2. Change from one grade level to another.
 - 3. Change in the majority of the teaching load from one department to another.
- G. Bargaining unit members may apply for such positions by submitting a written application to the Superintendent's office. For applicants from within the system where qualifications are substantially equal, the position shall be awarded on the basis of greatest system seniority. This does not preclude the administration from hiring a more qualified individual from outside the system.

- H. Teachers shall be notified of assignments for the oncoming school year. Such notification shall be made prior to July 1 preceding the school year in which the assignment is to take place. The notice shall include: building, grade level, and/or subjects. There will be no involuntary transfers after July 20.

ARTICLE VII

ABSENCES AND LEAVES

A. SICK LEAVE

Each regular (certified) employee of the Board of Education shall be entitled for each completed month of service to sick leave of one and one-fourth (1 1/4) work days with pay.

The unused portion of sick leave is subject to two hundred fifty (250) days accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.

If a bargaining unit member requires sick leave over and above accumulated sick days due to a catastrophic medical situation (affecting the employee or their immediate family) that could qualify for FMLA, the member can access additional sick days from a sick leave bank to avoid a negative balance in sick leave by providing a doctor's note explaining the medical necessity for an extended absence. Before being able to receive sick days from the sick leave bank, an employee must have used all sick leave days, two (2) personal days, and all sick leave days advanced per ORC.

Bargaining unit members may donate a maximum of five (5) unused sick days to the sick leave bank per school year. Bargaining unit members may donate additional days upon approval by the Superintendent. Any sick leave days remaining in the sick leave bank for an individual will be discarded at the end of each fiscal year. Sick leave bank days may not be used towards severance pay.

A regular certified employee who is absent because of illness is still in the service of the District, and accumulates sick leave credit while absent. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness including doctors appointments if every effort has been made to schedule the appointment outside of the regular school day.
2. Pregnancy – related illness and/or condition.
3. Adoption of a child and/or care of adopted child under age of two for a maximum of six (6) weeks from the time child is placed in the home.
4. Injury (personal).
5. Exposure to contagious disease which could be communicated to others.
6. Absence due to illness, injury, or death in the employee's immediate family (ORC 3319.141) can be granted for a reasonable number of days.

The immediate family is defined as husband, wife, children, mother, father, step-parent, brother, sister, grandchildren, step children, and/or member of the same household.

For death or illness of relatives outside the immediate family, absence may be approved not to exceed three (3) school days unless additional days are requested from the Superintendent. Relatives defined here as grandparents, mother-in-law, father-in-law, uncle, aunt, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and immediate step family.

One day of sick leave may be used for the purpose of attending the funeral of a close personal friend if the bargaining unit member has already exhausted all personal leave days.

Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactory signed statement indicating that the employee was absent for one of the qualified reasons stated above. A doctor's note will be required after five (5) consecutive absences.

B. FAMILY and MEDICAL LEAVE ACT

The Patrick Henry Local Board of Education agrees to provide twelve (12) weeks leave in accordance with the rules under the Family Medical Leave Act. A year shall be defined as the twelve month period of time from the last usage of this leave under the FMLA by the employee. All sick leave exceeding ten (10) days at one time shall be deducted from the twelve week FMLA allowance.

C. PROFESSIONAL LEAVE

Professional meetings are defined as those conferences, conventions, school visitations, or other activities approved by the Superintendent. Delegates to the OEA and NEA conventions may use professional leave days for this purpose but not remuneration for expenses.

Employees are permitted to attend one (1) professional meeting per year with reimbursement as stated in #4 below. Additional professional meetings may be approved by the Board.

1. Attendance at any professional meeting must have prior approval of the Board or Superintendent.
2. Attendance at professional meetings may be approved for meetings in subject matter area, in an area in which a teacher currently holds a supplementary contract, or when a teacher serves an educational organization.
3. In situations where teachers are escorting students to state or national conventions, meetings, etc., that are a part of supplemental positions or curriculum related activities the Board will grant release time and will pay expenses.

4. Reimbursements

- a. \$50.00 for meals per day (does not include 15% gratuity).
- b. Actual up to \$115.00 for room per day.
- c. Mileage per current IRS rate as of July 1st of each contract year.
- d. Registration fees.
- e. Parking, tolls, etc.

A standard mileage chart agreed to by the PHEA and the Superintendent will be used for calculating mileage reimbursement. Variance to the mileage may be approved by the Superintendent. Mileage per current IRS rate as of July 1 of each contract year.

Receipts must be presented for reimbursements.

5. All requests must be turned in two (2) weeks in advance. If the Board does not meet within this time, the Superintendent will be empowered to authorize the trip, but the decision as to reimbursement will be reserved for the Board.

Cost of substitute teachers during professional leave used for OEA/NEA meetings will be borne 50/50 by the PHEA and the Board.

6. Once the request has been submitted in writing, the teacher can assume the professional day is approved unless notified differently within one week.

D. PERSONAL LEAVE

1. Staff members shall be granted three (3) days of personal leave each year. The three (3) days may not be used during scheduled parent-teacher conference times and/or scheduled teacher in-service for professional development.– A teacher wishing to utilize personal leave shall make application at least one week prior to but not more than one year in advance, by filing a written request with the building principal.

Not more than 5% (rounding to the nearest whole number; .5 to round up) of the certified staff members will be granted personal leave before or after a holiday or vacation. These days shall be granted on a first come first serve basis.

2. Teachers should not use these days during the first ten (10) school days or last ten (10) school days unless in case of emergency. The emergency shall be approved by the Superintendent. In addition, in special circumstances and with prior approval from the superintendent, personal days may be granted.
3. Teachers who choose not to use their personal days will be granted two choices:
 1. A stipend of \$100.00 per day or a total of \$300.00 if no personal days are used per school year, or
 2. A transfer of personal days into the employee's sick day account. A teacher employed less than full time will receive the percent of time worked times the stipend.
4. Teachers shall notify the treasurer's office in writing no later than May 1 of each year regarding the choice of payment or transfer to sick leave.

E. PARENTAL LEAVE

Leave without pay for a period not to extend beyond one (1) complete school year shall be granted teachers requesting parental leave which shall include a newly born or newly adopted child. Said leave shall have a termination date which coincides with the end of the quarter. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent.

A second year of leave under the aforementioned circumstances may be granted by the Board. If an extension of a second year is sought, the teacher must request the additional year of leave in writing to the Superintendent by March 31.

Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement. (Article III, Section D.)

F. MEDICAL LEAVE

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days the period of time the teacher will be unable to return to work because of illness.
2. If a teacher has been granted a leave of absence without pay for less than one (1) year and requests an extension of that leave of absence without pay, a new statement from a physician must be submitted no later than thirty (30) calendar days or as soon as feasible prior to the expiration of the original leave of absence without pay.
3. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave.

G. JURY DUTY AND LEGAL OBLIGATIONS

In the case of jury duty or when subpoenaed by a court for a school related matter, no deductions shall be made from accumulated sick leave or personal leave.

H. EDUCATIONAL LEAVE

A leave without pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment.

1. In order to apply for this leave, the teacher must have completed six (6) years of employment in the Patrick Henry School District; and
2. The Board retains in its sole discretion the right to:
 - a. determine if the formal training or study is directly related to the performance of the teacher's assignment, and
 - b. determine whether the leave of absence without pay is to be granted.
3. Upon return to service at the expiration of such leave, the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave.

I. ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.41 of the Ohio Revised Code the employer will grant assault leave to members of the bargaining unit due to disability resulting from assault under the following conditions:

Any certificated employee who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during, or after school hours, in a school-related, board approved function or activity, will be paid his/her compensation for a maximum of thirty (30) days. This includes all wages, benefits, and insurance payable by the Board under the current negotiated agreement. This period of absence as defined in this provision shall be termed "assault leave."

Before assault leave can be approved the certificated employee shall meet the following conditions:

1. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.
2. A written medical report shall be filed by a physician licensed in the State of Ohio stating the nature of the disability and its duration with the Superintendent.
3. A member may be requested to press criminal charges against the person committing the assault.
4. At the request of the Superintendent, the employee shall file for Workman's Compensation and/or disability. Any Workman's Compensation or disability received for this 30-day period shall be paid to the Board of Education.
5. None of these days will be deducted from the employee's sick or personal days.

J. POLITICAL LEAVES

Any staff member of the Patrick Henry School District has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. A leave-of absence without pay in order to run for, or serve in, public office will be granted. A maximum of a one-year period will be granted in order for a qualified replacement to be sought and hired.

K. GENERAL PROVISIONS

1. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs.
2. Should a teacher deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will do everything possible to accommodate the request of the teacher to return at the beginning of the next quarter.

ARTICLE VIII

COMPENSATION AND FRINGE BENEFITS

A. REGULAR SALARY SCHEDULE

The salary and index of each full-time bargaining unit member covered by this agreement is calculated according to the adopted salary schedule. (Appendix B). Each part-time bargaining unit member shall receive a pro-rated salary as per the adopted salary schedule.

For the 2016-2017 school year, the Board will increase the salary schedule by 2.5%. Teachers will be placed on the next salary step. For the 2017-2018 school year, the Board will increase the salary schedule by 2.5%. Teachers will be placed on the next salary step. For the 2018-2019 school year, the Board will increase the salary schedule by 2.5%. Teachers will be placed on the next salary step.

B. SALARY SCHEDULE PLACEMENT

1. All years of teaching service in the Patrick Henry Local School District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.02 of the Ohio Revised Code to a maximum of five (5) years. For purposes of this calculation a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

C. RETURN TO DUTY OF RETIRED TEACHERS

If the board elects to employ a teacher who has retired and is receiving benefits through the State Teachers Retirement System (STRS), including a teacher previously employed by the board, the following provisions shall apply:

1. The Board shall grant five (5) years of experience for service credit. Such teacher shall remain at the five-year step on the salary schedule during their employment with the Board.
2. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.
3. Each one-year contract shall automatically expire upon the completion of the year and it is not necessary for the board to conduct evaluations in accordance with 3319.111 or to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
4. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract. In the event of a reduction in force, the teacher retired under STRS will not have any bumping rights.
5. Subject to these provisions, reemployed members are part of the bargaining unit.
6. Reemployed members are eligible for sick leave accumulation commencing with the first year of such reemployment.
7. Reemployed members may commence their reemployment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
8. Non retired teaching staff will have priority over retired STRS teaching staff on all supplemental contracts.
9. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
10. Pursuant to the authority provided by R.C. 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede the statutory law of Ohio pertaining to this issue.

D. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A teacher may advance to a higher classification level on the salary schedule by fulfilling the following:

1. The individual must show proof of completed additional graduate hours from an accredited university in his/her field of study or curricular supplemental area to advance from the MA column and beyond.
2. Said hours in #1 above must be in either transcript form or verified by a letter from the college or university where the course work was completed. The salary

adjustment will be made the first check in September and the first check in March following receipt of the transcript and/or letter of verification to the Superintendent.

3. Any part-time teacher shall, at the end of each year, have his/her teaching experience for that year computed to show the fractional portion of the year taught. When the cumulative fractions total $\frac{4}{5}$ or more the individual will receive credit for one year of service on the salary schedule. Any fractional portion beyond $\frac{4}{5}$ would be carried forward to the next year.

E. EXTRA CURRICULAR SALARY SCHEDULE

1. The percentage of the base salary will increase with the number of years experience in that position at Patrick Henry. Experience levels 0-3 will remain the same. Levels 4-6 will have the percentage of the base raised by $\frac{1}{2}\%$. Levels 7-10, will be 1%. Levels 11-14 will be $1\frac{1}{2}\%$ above the original percentage of the base. Levels 15 and above will be 2% above the original percentage of the base.
2. Extra curricular positions are listed in Appendix C. Supplemental limited contracts are issued for all extra curricular positions. These contracts are reviewed annually.
3. Extra-curricular job descriptions will be handed out with the initial individual extra-curricular contract.
4. Any subsequent changes made by the Board of Education in the job description of supplemental contracts during the term of this contract shall become effective with the next contract year of the supplemental contract.
5. All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they resign prior to the Board meeting that supplemental contracts are approved or the District informs them that they will not be renewed. If the Board intends to rehire the incumbent, the supplemental will not be posted.

F. PAYROLL PRACTICES

1. Teachers' annual salaries will be paid in twenty-six (26) biweekly, equal pays beginning with the second payroll in September. There will be only twenty-six (26) pays per fiscal year.
2. Direct deposit will be required for all employees. Payroll information will be received by employees via email.
3. Jury duty checks will be kept by the employee.
4. Payroll Deduction
 - a. Teachers are entitled to the use of payroll deduction for the following purposes:
 - 1) Membership dues in the United Teaching Profession
 - 2) U. S. Savings Bonds
 - 3) Credit Unions

- 4) Political Donations
- 5) Annuities
- 6) Insurance
- 7) Charities
- 8) Continuous union dues

- b. In order for payroll deductions to be authorized for any of the above, with the exception of #4, Political Donations, five (5) staff members must participate. This rule became effective September 1, 1983. Anybody participating prior to the date shall be grandfathered.
- c. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Said deductions shall commence with the first check of the next quarter following the submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

G. MILEAGE REIMBURSEMENT

The Board agrees to reimburse unit members at the current IRS rate as of July 1 each year of the contract for mileage on the member's personal vehicle for approved miles driven on Board business as certified by the member's supervisor.

Forms for recording mileage shall be given upon request to each teacher involved in travel.

H. SEVERANCE PAY (Unused Sick Leave)

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred fifty (250) days for the purposes of this computation.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
 - a. The employee must have had not less than five (5) years of service with the Patrick Henry Local School District.
 - b. The employee actually terminates his employment with the District and retires.
 - c. The words "retires" or "retirement" as used herein mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state.
 - d. The employee must at the time of receiving his payment as provided herein certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof or documentation as may reasonably be required.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto via an approved accumulated leave plan. After the employee's severance pay is placed in an accumulated leave plan, an individual will have the option of moving it to their investment of choice or having the payment made directly to them through the plan providers.
3. The amount of benefit due the retiring employee shall be determined by:
 - a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred fifty (250) days by one-fourth (1/4).
 - b. Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate.
 - c. Multiplying the product of "a" above by the employee's per diem rate.
 - d. The amount of the payment calculated in Steps "a", "b", and "c" above shall not exceed the value of sixty-two and one-half (62 ½) days of accrued but unused sick leave at the employee's per diem rate.
4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.
5. Sick leave accrued but unused in the State of Ohio or other political subdivisions shall be transferable and allowable in the total accumulation providing the proper certification has been submitted by the Treasurer of the State or other political subdivisions to the Treasurer of this District.

I. EXTENDED SERVICE CONTRACTS

Any member of the bargaining unit employed on extended service will be issued a supplemental limited contract for that extended service and shall be paid at a per diem rate established by the Board.

Bargaining unit members may be compensated up to two (2) days (14 hours) at the member's per diem (hourly rate) with prior approval by the Superintendent or building principal for building or district level curriculum development, staff development, team or grade level work meetings, initiatives, or other professionally worthwhile activities that correlate with higher student achievement as determined by the administration.

J. NATIONAL BOARD CERTIFICATION PAY

The Board of Education will pay the application (\$2,500) for National Board Certification upon completion of the program under the tuition reimbursement guidelines. The application must be initiated within this negotiated agreement.

K. FRINGE BENEFITS

1. Health Insurance

- a. The Board shall provide Access Plus 1A (traditional PPO) health insurance with deductibles of \$500 for single and \$1,000 for family, with an 80/20 co-insurance. The Association and Board agree to maintain all current levels of benefits. If NBHP benefit levels no longer exist or change in coverage occurs, the Association and the Board shall meet to negotiate the impact of the changes.

The Board shall pay 90% of the family plan and 90% of the single plan for full-time employees.

- b. The Board agrees to provide supplemental mental health coverage to equal the coverage offered in the 1990-1991 contract with a cap of \$2,500 per bargaining unit member per year.

This supplemental mental health coverage will be on a reimbursement basis paid when the bargaining unit member provides the Treasurer with the rejection information sent to them by the Northern Buckeye Education Council for the out-patient mental health coverages. The difference will be computed by the Treasurer in coordination with the Northern Buckeye Education Council and reimbursed to the bargaining unit member in a timely manner.

- c. Refusal option

Any certified employee who decides not to enroll (opt out) in the Board's health insurance plan may elect to receive a waiver of health insurance of 40% of the monthly health insurance premium each month. The waiver shall be offered in the context of Section 125 of the internal revenue code and all rules pertaining to it.

Persons who decide not to enroll in the Board's Health Insurance will follow these guidelines:

- 1) Any person presently on family plan will opt out according to the family plan premiums.
- 2) Any person presently on single plan will opt out according to the single plan premiums. If this person gets married, he/she will be opt out according to single coverage unless he/she takes the Board's family plan at least one year.
- 3) New hire will opt out at 40% of the single coverage premium unless he/she has taken family coverage for at least one year.
- 4) A new hire that has had family coverage at his/her previous employment will receive 40% of family coverage.

- 5) Any employee who dropped health insurance prior to implementation of the refusal option will opt out according to their last coverage.

2. Life Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit equal to \$50,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof shall be paid by the Board.

3. Conference Pay

After a bargaining unit member is requested by a building administrator to be responsible for three (3) full periods of additional classroom supervision, the bargaining unit member will be paid at the rate of \$10.00 per academic period and \$5.00 per half academic period for all subsequent coverage. Said member will be presented a payment request form by the administrator.

4. STRS

The Board shall pay two percent (2%) of the bargaining unit members required contribution for STRS.

The Board agrees to pick up contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit as a condition of employment according to the following terms and conditions:

- a. The amount to be picked up on behalf of each employee shall be the employee's required contribution to the STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board.
- b. The pickup and percentage shall apply uniformly to all members of the bargaining unit.
- c. The amount picked up by the Board on behalf of the member of the bargaining unit shall be treated as a mandatory salary reduction. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pickup.
- d. The pickup shall become effective the first regular pay period in October, 1985, and continue in effect for the duration of the contract.
- e. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pickup component of the employee's restated salary.
- f. This article shall be at no cost to the Board.

5. Retirement Incentive

- a. Certificated staff members wishing to retire upon first eligibility under STRS guidelines:
 - 1) Shall notify the Superintendent of their intention to retire in writing prior to March 1 of the year they plan to retire in order to receive the incentive.
 - 2) Must retire when they become eligible for full retirement benefits (30 years including any military or purchased service).
 - 3) Shall receive \$18,000 as a retirement incentive.

6. Dental Insurance

The Board shall purchase dental insurance for each member of the bargaining unit and his/her family. Said coverage shall equal or exceed the specifications in attached appendix. There is a \$50.00 cap per member per month. Any increase over the \$50.00 per month will be incurred by the employee.

The Association and Board agree to maintain all current levels of benefits. If NBHP benefit levels no longer exist or change in coverage occurs, the Association and the Board shall meet to negotiate.

7. General Provisions

- a. Part-time bargaining unit members shall be entitled to benefits under the following conditions:
 - 1) No part-time employee who is employed for less than 50% time will be eligible for insurance benefits unless the full premium is paid by the employee at least one month in advance. Failure to pay will mean automatic elimination from the insurance benefits.
 - 2) For part-time employees employed for 50% time or greater, the Board will pay a pro-rated portion of the family health insurance plan offered to full-time employees. The pro-rated portion to be paid is dependent upon the number of hours worked by the employee. I.E., if a bargaining unit member works 1/2 time, then the Board would pay 1/2 of the family premium.
 - 3) For part-time employees employed over 50% time, the Board will pay 90% of the premium for single health insurance coverage only.
 - 4) Dental, life, and optical insurance will be subject to the above regulations as well.
 - 5) This provision applies only to those members hired after July 1, 1992.

- 6) For employees hired prior to July 1, 1992, the Board's premium payments for insurance benefits shall be as specified in Article VII.J.7 in the contract which expired June 30, 1991.

8. Tuition Reimbursements

As an incentive for bargaining unit members to remain current with subject matter information and teaching techniques in their major field of study or assignment as well as provide encouragement for bargaining unit members to obtain additional certification in education, funds will be distributed according to the procedures below.

Procedures:

- 1) Reimbursement for approved course work shall be made up to a maximum of \$25,000.
 - a. Eighty percent (80%) reimbursement for approved course work for full-time bargaining unit members.
 - b. Twenty-five percent (25%) reimbursement for approved course work for full-time bargaining unit members employed for one-half time or less.
- 2) Quarter hours will be converted to semester hours by a ratio of 3:2.
- 3) Bargaining unit members interested in reimbursement shall submit a transcript certifying a grade of C or better or a passing grade if the course is taken on a pass-fail basis and a reimbursement form by May 31, of that fiscal year. Reimbursement shall be paid July 30. If the tuition reimbursement requests exceed the cap, members may be paid a smaller percentage but equal amount per credit hour.
- 4) The process for approval of course work shall be submitted to the local professional development committee for approval. The Superintendent must receive written verification of the LPDC approval prior to authorization of payment.
- 5) If a teacher receives reimbursement for course work tuition, and he/she leaves the district for other employment within fourteen (14) months of the reimbursement, he/she will repay the school district the amount of the most recent reimbursement.

9. Optical Insurance

The Board shall purchase optical insurance Plan 3-B for each member of the bargaining unit and his/her family at no cost for the member.

\$10 Total Co-Pay on exams every 12 months
\$25 co-pay on lenses every 12 months
\$25 co-pay on frames every 24 months.

The Board shall pay the entire amount of the Reserve Buy-in Fee at the start of the contract.

L. PAY SCHEDULES

The following pay schedules will be in place for the length of the contract:

<u>Activity</u>	<u>Pay</u>
1. Tutoring	Step 0 – Base
2. Saturday School/and other hourly activities approved by the building principal or Superintendent	Step 0 – Base
3. LPDC	Step 0 - Base
4. Summer School – Elem	Per Diem
5. Summer P.E. and any other credit related summer courses	Per Diem

ARTICLE IX

TEACHER RIGHTS AND RESPONSIBILITIES AND WORKING CONDITIONS

A. ACADEMIC FREEDOM

A professional staff seeks to educate 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 Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized by the Board that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom is not an absolute. It is a right which must be balanced against the interests of the Board of Education in providing a sound, well-balanced education program, and the interest of students in having a learning environment free from embarrassment, dogmatism, and unnecessary diversions.

1. Teachers not only will be free to teach knowledge directly related to their specialized field and assigned courses but also will be free to teach facts, opinions, theories and possibilities directly related to said specialized fields and assigned courses. Teachers will teach opinions as opinions, theories as theories, and possibilities as possibilities. They will teach on levels within the reasonable comprehension of their students.
2. Teachers will have freedom of individual conscience, association and expression outside the job situation as are afforded other professional persons in the community.

B. TEACHER PROTECTION AND SUPPORT

1. The teacher's authority and effectiveness in the classroom are undermined if there is insufficient support of the teacher. It is, therefore, the responsibility of the Board and Administration to support and aid teachers' control in the classroom.
2. Under no circumstances will a student who has intimidated or physically assaulted a teacher be allowed to return to the teacher's classroom until a meeting between the appropriate administrator and teacher has taken place.

C. INSTRUCTIONAL ARRANGEMENTS/GROUPING

Principals, with teacher input, shall be responsible for grouping pupils so that they may have the opportunity to reach their maximum potential. Principals shall consider the various capabilities of their teachers in making teaching assignments where grouping gives varying characteristics to classes.

When enrollments require that two grade levels be placed in one classroom, pupils shall not be placed in the split class two years in succession. The split class will not exceed

an enrollment of twenty (20) pupils. A split class will consist of two consecutive grade levels.

Plans for grouping within the schools shall be approved by the Superintendent.

D. INSTRUCTIONAL MATERIALS

Each member of the bargaining unit shall be provided sufficient instructional materials and supplies necessary to perform in an effective manner within the constraints of the Board's budget. Teachers shall assist in the process of selecting textbooks and instructional materials in their respective areas.

E. INCLUSION

1. Teacher responsibility. The teacher will:

- a. Take the initiative to become actively involved in the development of the individualized education program (IEP) for each special student in his or her classes.
- b. Develop an approach to implementing the IEP which blends personal teaching strengths with the special needs of each student.
- c. Use available resources creatively to maximize learning and inform the administration of other affordable resources which would be helpful to special students.
- d. Be willing to undertake additional training at board expense to provide supportive services to special students effectively and efficiently, so as to avoid the employment of additional staff to perform services which can be quickly and competently performed by the teacher.

2. Board of Education responsibility. The Board will:

- a. Provide the necessary personnel to perform those necessary supportive services which teachers cannot perform competently and efficiently.
- b. Inform teachers of educational opportunities which will improve their undertaking of special students' needs and enhance their skill in satisfying those needs.

F. LESSON PLANS

Teachers shall prepare and follow a daily lesson plan which shall be available for review by the Principal. Lesson plans are the sole property of the teacher and are used to facilitate the presentation of the teacher. Lesson plans will contain no more than the following ingredients: subject, method, objectives, assignment, and evaluation.

G. WORK YEAR

1. The regular work year for members of the bargaining unit, excluding those on extended time contracts, shall consist of no more than one hundred eighty-four (184) days.
2. Teachers shall not be required to report for work on days when schools are closed due to a calamity but will report for work on scheduled make-up days. The PHEA will provide input on scheduled make-up days.
3. For the first seven (7) calamity days, employees shall not be required to report to their workplace.

After the first seven (7) calamity days, unless expressly directed by the Superintendent, for each day thereafter, employees shall report to the workplace at 10:00 a.m. An employee may elect to take a personal day in lieu of attendance should he/she deem it unsafe to travel to work. In the event a Level 2 or Level 3 snow emergency is declared for Henry County, employees shall not be required to report to work. In the event a Level 2 or Level 3 snow emergency is declared in the county of the employee's residence, but not in Henry County, the employee may utilize personal leave or make arrangements with his/her principal to make up the work day.

H. INSERVICE EDUCATION

1. The Local Professional Development Committee shall be established and maintained as stated in Appendix E
2. The Board will include in the school calendar a work day before the start of school, a work day at the end of the year, and a work day at the end of the first semester.

I. SCHOOL CALENDAR

1. The PHEA will create one calendar to be presented to the Superintendent by November 30.
2. The Superintendent will post the proposed calendars (including PHEA version) in each respective building for at least one week prior to February 1. Written comments or suggestions will be directed to the PHEA executive board.
3. The calendar will include the dates and times of the regular parent-teacher conferences for each building. Conferences will be determined by the PHEA Executive Committee and the Administration by February 1 of the preceding year. The Superintendent will take the final recommendation to the Board who will make the final decision no later than the February Board meeting.

J. HOURS

1. The regular workday for members of the bargaining unit shall not exceed seven (7) hours. Said work day in addition to the planning and conference time as provided

in Article VIII, K. shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period as provided in Article VIII, L.

K. PLANNING AND CONFERENCE TIME

1. Teachers in grades 7 through 12 shall be provided five (5) regular periods per week for planning and/or conference time. Said periods shall be allotted at one per day if scheduling permits.
2. Teachers in grades K through 6 shall be provided no less than two hundred (200) minutes per week for planning and/or conference time.

L. TEACHER MEETINGS

In the event an employee performs work under the supervision of more than one principal, collectively the principals will determine which teachers' meeting the employee will attend, and will notify the teacher in writing prior to the meeting day. The employee will not be required to attend both. The principal will provide documentation for the meeting missed.

M. DUTY FREE LUNCH

Teachers shall be granted no less than an uninterrupted thirty (30) minute duty free lunch each day. Teachers may leave the building during their duty free lunch. Teachers may leave at other unassigned times with permission of the building Principal. Prior to leaving the building, teachers shall notify the building Principal and/or office.

Teachers shall be provided a separate, sanitary place to eat their lunch besides in the regular cafeteria with students.

Each building will have a faculty lounge where teachers can go when not specifically assigned to a classroom.

N. TELEPHONES

All teachers have the right to reasonable use of the school telephone for both personal and school business calls. They shall reimburse the school for the cost of any personal toll calls.

O. TEACHER AIDE SCHEDULE

Building Principals will develop a daily schedule for all teacher aides in their buildings. Teacher aides' daily schedules should be posted in each building.

P. PRINCIPAL ABSENCE

Each building Principal will designate a person in the building who is responsible when the Principal is not there. If the Principal is absent for an extended period of time, the Superintendent and Board of Education will make the decision for a substitute or a replacement and will also decide the salary for that individual.

Q. PROCEDURE FOR TEACHER TARDINESS

Teacher tardiness within a school year shall be handled according to the following progressive disciplinary procedure:

First Time: A verbal warning
Second Time: A written warning to go into the teacher's file
Third Time: Based on a seven (7) hour day, the teacher will be docked as follows:

5 - 15 minutes	-	1/4 hour of pay
16 - 30 minutes	-	1/2 hour of pay
31 - 45 minutes	-	3/4 hour of pay
46 - 60 minutes	-	1 hour of pay

Continued tardiness after the third time could be grounds for a two-day suspension without pay.

R. EMPLOYEE DISCIPLINARY CODE

The following will be the order of disciplinary action for each occurrence of a similar offense:

1. Verbal warning of the employee, documented by date, time, and subject only. This documentation will be initialed by the employee. A copy shall be kept by the employee and administrator involved. This shall be kept in the principal's file, but will not be placed in the Superintendent's personnel file. Such verbal warning shall be expunged if this infraction is not repeated within four (4) calendar years.
2. Written warning – This warning documented by date, time, and subject only shall be initialed by employee. A copy shall be given to the employee and the administrator involved. This shall be kept in the principal's file, but will not be placed in the Superintendent's personnel file. Such written warning shall be expunged if this infraction is not repeated within four (4) calendar years.
3. Letter of Reprimand: In a meeting between an employee and an administrator in which the employee is to receive a formal letter of reprimand that may be placed in the employee's personnel file, the employee and the administrator shall have the right to have a representative of their choosing present. The employee shall be notified prior to meeting date as to the subject of the meeting if it is of a disciplinary nature.
4. Suspension for up to three (3) days without pay and/or recommendation to the Board of Education for termination.

Suspension and/or recommendation of termination will occur in the event of gross inefficiency or immorality, willful and persistent violations of Board regulations, or other good and just cause.

Suspension and recommendation of termination shall occur only after the employee has been verbally warned and has received a written warning, unless

the act is deemed by the Superintendent and Board of Education to be severe enough to warrant immediate suspension or termination.

Prior to suspension or termination, the Superintendent will give the reasons for suspension or termination to the unit member in writing and will afford him/her an opportunity to reply.

ARTICLE X

ASSOCIATION RIGHTS

- A. One (1) copy of the Board of Education Policies and By-Laws book will be placed in each building. The location of the book will be such that teachers will have easy access to it.
- B. The Board shall provide the Association with one (1) copy of the Board agenda prior to each regular or special Board meeting, and one (1) copy of the minutes of said meetings. Any financial reports, curriculum reports, and/or related materials shall be provided upon request for the Association at no cost and as quickly as possible.
- C. The Association may place an item on the agenda for a regular Board meeting. The Association President will submit agenda items to the Superintendent at least ten (10) days before the meeting.
- D. If the Association wishes to address the Board on an agenda item, it may do so at the specified time in the Board meeting.
- E. In an attempt to promote good internal communications, the President of the Association or his designee and one (1) representative will meet with the Superintendent of Schools or his designee at the request of the President of the Association once a month at a mutually agreed upon time and place.
- F. The Association shall be entitled to the use of the school buildings for meetings with no rental fee. The Association shall notify the building Principal when the meeting is to be held.
- G. The Association shall have the opportunity to use school equipment at reasonable times by scheduling with the building Principal when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- H. The Board of Education agrees to permit the PHEA exclusive teacher organization right to use the bulletin board space in the teacher's lounge in each school building for the purpose of posting official notices.
- I. The Board of Education agrees to permit the PHEA exclusive teacher organization right to use of teacher mailboxes, email and inter-school mail service.
- J. The Association may make organizational announcements in faculty meetings and have announcements presented over the public address system provided public address system announcements shall be limited to time, place, and date of meetings.
- K. The names, addresses, phone numbers, and building assignments of all previously employed and all newly employed certificated staff members shall be supplied to the PHEA President upon request as such information becomes available.
- L. The PHEA President and/or duly authorized representative of the President shall have the opportunity to visit all school buildings for Association business before or after

school or during their duty free lunch or conference period provided that this shall not interfere with or interrupt normal school operations. The representative shall check in at the Principal's office upon entering the building.

- M. Pursuant to Ohio Revised Code 4117 the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, or not join and support the Association and its affiliates for the purpose of collective negotiations and other concerted activities for mutual aid and protection without intimidation, coercion, or discrimination by either party.
- N. The Association shall be given time to address the new teachers at the conclusion of the teacher orientation meeting.
- O. The Association and all teachers realize that their responsibilities to their profession require the performance of some duties that involve the expenditure of time beyond that of the regular working day. These duties which teachers agree to assume according to past practices are:
 - 1. Staff meetings
 - 2. An open house during the school year
- P. In the event that a vacancy at the Superintendent level occurs, a faculty committee appointed by the Executive Committee of the PHEA will be permitted to provide information and suggestions concerning the final candidates. A member of the above committee would be a part of the interview team.

In the event that a vacancy at the Principal level occurs, a faculty committee from the building involved would be appointed by the Executive Committee of the Patrick Henry Education Association. Two (2) members of the above committee would be a part of the interview team and would be permitted to provide information and suggestions concerning the final candidates.

- Q. The Association and Board agree to negotiate and come to an agreement on issues regarding the change of periods per day (as example: the 7 period day to the 8 period day) as it relates to wages, hours, terms and other conditions of employment.

ARTICLE XI

FAIR SHARE FEE

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Patrick Henry Education Association a fair share fee for the Association's representation of such non-members during the term of this contract.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January and conclude with 26th pay of the contract year. No fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

2. Termination of Membership During Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

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 and the substantive result thereof shall

be in compliance with all applicable state and federal laws and the Constitution of the United States and State of Ohio.

F. ENTITLEMENT TO REBATE

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.

G. INDEMNIFICATION

The Association agrees to indemnify the Board of Education for any cost, expense, or other liability that the board may incur as a result of the implementation and enforcement of the fair share fee provisions of this agreement, provided that:

1. The employer is required to give the affiliate ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The affiliate has the right to designate counsel to represent and defend the employer;
3. The employer agrees to:
 - a. Give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceeding
 - b. Permit the affiliate or its affiliated organizations to intervene as a party if it so desires, and/or
 - c. To not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in the action;
4. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

ARTICLE XII

HOLDING OF CERTIFICATION

All teachers employed by the Board after July 1, 2006, who hold a valid teaching license/certificate shall, as a condition of continued employment, maintain all licenses after date of hire.

ARTICLE XIII

SEVERABILITY AND DURATION

A. SEVERABILITY

The parties agree that should any section(s) of this contract be declared contrary to law by a court of competent jurisdiction, then representatives of the Board and Association will meet within ten (10) days to negotiate new language relating to the subject matter of the section(s) declared unlawful. All other sections of the contract not specifically declared to be contrary to law shall remain in full force and effect.

B. ENTIRE AGREEMENT CLAUSE

This agreement supersedes and cancels all previous agreements verbal or written between the Patrick Henry Local Board of Education and the Patrick Henry Education Association and constitutes the entire agreement between both parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by parties hereto.

C. NO STRIKE PLEDGE

In consideration of the rights and privileges to the employees organization pursuant to or arising from the foregoing provisions of this agreement during the term of this agreement, the parties hereto agree that there shall be no strike by the PHEA as the bargaining agent.

D. DURATION

The undersigned parties acknowledge that during the negotiations which resulted in this contract each had the unlimited right and opportunity to make proposals and counter-proposals with respect to the subjects herein. As such, this contract supersedes and cancels all prior agreements and expresses the entire understanding of the parties. Any changes or modifications in this contract, prior to the expiration date, shall only result from a mutual agreement to re-open negotiations.

This contract shall become effective the 1st day of July, 2016, and shall remain in full force and effect through the 30th day of June, 2019.

Katie Schwal

Becky Wasson

Bethany Yable

Patrick Henry Education Association

Date 7-19-16

Michelle Krummer

Thomas Taylor

Richelle Oliveri

Patrick Henry Local Board of Education

Date 7/19/16

APPENDIX A – Dental Expenses

HOW ARE DENTAL EXPENSES COVERED?

After a deductible amount, the plan will pay a percentage of the Reasonable and Customary fees charged by a dentist. These two features provide for a sharing of cost by the dental plan and the insured person.

The deductible and coinsurance percentage that applies to each category of expense is illustrated as follows:

APPENDIX A.1 – Base Plan Benefits

BASE PLAN BENEFITS

CALENDAR YEAR MAXIMUM	\$ 2,500/person
ORTHODONTIC LIFETIME MAXIMUM	\$ 1,800/person

SUMMARY OF COVERAGE

**CALENDAR YEAR DEDUCTIBLE: \$25/Covered Person
\$50/Family Maximum**

Preventive & Diagnostic 100%	Routine Oral Exams (once every 6 months) Teeth Cleaning (once every 6 months) Fluoride Treatments (once every 12 months) Emergency Pain Treatments Diagnostic X-Rays Tests & Lab Exams
Basic Restorative 80%	Fillings (Amalgams, Silicate, Acrylic) Root Canal Therapy Treatment of Gum Disease Repair of Bridgework & Dentures Extractions and Oral Surgery General Anesthesia (only if <i>medically</i> necessary)
Major Restorative 60%	Inlays, Onlays, Gold Fillings, or Crown Restorations Initial Installation of Fixed Bridgework Installation of Partial or Full, Removable Dentures Replacement of Existing Bridgework or Dentures
Orthodontia 60%	Full Banded Orthodontic Treatment Appliances for Tooth Guidance Appliances to Control Harmful Habits Retention Appliances (not in connection with full banded treatment)
Adult Orthodontics	Yes
Sealants	Covered to age 16

APPENDIX B – Certified Salary Schedule 2016-2017

**PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE
2016-2017 School Year**

2.50% with step increase

Step	BA	BA+150	MA	MA+15	MA+30
0	34,070	35,501	37,477	38,499	40,203
	1.000	1.042	1.100	1.130	1.180
1	35,365	36,932	39,181	40,339	42,076
	1.038	1.084	1.150	1.184	1.235
2	36,693	38,363	40,884	42,179	43,950
	1.077	1.126	1.200	1.238	1.290
3	38,022	39,862	42,588	44,018	45,824
	1.116	1.170	1.250	1.292	1.345
4	39,351	41,361	44,291	45,858	47,698
	1.155	1.214	1.300	1.346	1.400
5	40,680	42,860	46,063	47,766	49,640
	1.194	1.258	1.352	1.402	1.457
6	42,042	44,427	47,834	49,674	51,582
	1.234	1.304	1.404	1.458	1.514
7	43,405	45,995	49,606	51,582	53,524
	1.274	1.350	1.456	1.514	1.571
8	44,768	47,562	51,378	53,490	55,466
	1.314	1.396	1.508	1.570	1.628
9	46,131	49,129	53,149	55,398	57,476
	1.354	1.442	1.560	1.626	1.687
10	47,528	50,764	54,989	57,374	59,554
	1.395	1.490	1.614	1.684	1.748
11	48,925	52,400	56,829	59,350	61,633
	1.436	1.538	1.668	1.742	1.809
12	50,355	54,035	58,669	61,326	63,711
	1.478	1.586	1.722	1.800	1.870
13	51,786	55,670	60,508	63,302	65,857
	1.520	1.634	1.776	1.858	1.933
14	53,217	57,306	62,348	65,278	68,072
	1.562	1.682	1.830	1.916	1.998

Longevity

Steps 15	+\$750
Steps 16-17	+\$1,250
Steps 18-19	+\$2,000
Steps 20-23	+\$2,250
Steps 24-26+	+\$2,500

APPENDIX B – Certified Salary Schedule 2017-2018

PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE 2017-2018 School Year

2.50% with step increase

Step	BA	BA+150	MA	MA+15	MA+30
0	34,922	36,389	38,414	39,462	41,208
	1.000	1.042	1.100	1.130	1.180
1	36,249	37,855	40,160	41,348	43,129
	1.038	1.084	1.150	1.184	1.235
2	37,611	39,322	41,906	43,233	45,049
	1.077	1.126	1.200	1.238	1.290
3	38,973	40,859	43,653	45,119	46,970
	1.116	1.170	1.250	1.292	1.345
4	40,335	42,395	45,399	47,005	48,891
	1.155	1.214	1.300	1.346	1.400
5	41,697	43,932	47,215	48,961	50,881
	1.194	1.258	1.352	1.402	1.457
6	43,094	45,538	49,030	50,916	52,872
	1.234	1.304	1.404	1.458	1.514
7	44,491	47,145	50,846	52,872	54,862
	1.274	1.350	1.456	1.514	1.571
8	45,888	48,751	52,662	54,828	56,853
	1.314	1.396	1.508	1.570	1.628
9	47,284	50,358	54,478	56,783	58,913
	1.354	1.442	1.560	1.626	1.687
10	48,716	52,034	56,364	58,809	61,044
	1.395	1.490	1.614	1.684	1.748
11	50,148	53,710	58,250	60,834	63,174
	1.436	1.538	1.668	1.742	1.809
12	51,615	55,386	60,136	62,860	65,304
	1.478	1.586	1.722	1.800	1.870
13	53,081	57,063	62,021	64,885	67,504
	1.520	1.634	1.776	1.858	1.933
14	54,548	58,739	63,907	66,911	69,774
	1.562	1.682	1.830	1.916	1.998

Longevity	
Steps 15	+\$750
Steps 16-17	+\$1,250
Steps 18-19	+\$2,000
Steps 20-23	+\$2,250
Steps 24-26+	+\$2,500

APPENDIX B – Certified Salary Schedule 2018-2019

PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE 2018-2019 School Year

2.50% with step increase

Step	BA	BA+150	MA	MA+15	MA+30
0	35,795	37,298	39,375	40,448	42,238
	1.000	1.042	1.100	1.130	1.180
1	37,155	38,802	41,164	42,381	44,207
	1.038	1.084	1.150	1.184	1.235
2	38,551	40,305	42,954	44,314	46,176
	1.077	1.126	1.200	1.238	1.290
3	39,947	41,880	44,744	46,247	48,144
	1.116	1.170	1.250	1.292	1.345
4	41,343	43,455	46,534	48,180	50,113
	1.155	1.214	1.300	1.346	1.400
5	42,739	45,030	48,395	50,185	52,153
	1.194	1.258	1.352	1.402	1.457
6	44,171	46,677	50,256	52,189	54,194
	1.234	1.304	1.404	1.458	1.514
7	45,603	48,323	52,118	54,194	56,234
	1.274	1.350	1.456	1.514	1.571
8	47,035	49,970	53,979	56,198	58,274
	1.314	1.396	1.508	1.570	1.628
9	48,466	51,616	55,840	58,203	60,386
	1.354	1.442	1.560	1.626	1.687
10	49,934	53,335	57,773	60,279	62,570
	1.395	1.490	1.614	1.684	1.748
11	51,402	55,053	59,706	62,355	64,753
	1.436	1.538	1.668	1.742	1.809
12	52,905	56,771	61,639	64,431	66,937
	1.478	1.586	1.722	1.800	1.870
13	54,408	58,489	63,572	66,507	69,192
	1.520	1.634	1.776	1.858	1.933
14	55,912	60,207	65,505	68,583	71,518
	1.562	1.682	1.830	1.916	1.998

Longevity

Steps 15	+\$750
Steps 16-17	+\$1,250
Steps 18-19	+\$2,000
Steps 20-23	+\$2,250
Steps 24-26+	+\$2,500

Extra-curricular stipends will be figured using the certified salary schedule B.A. Step 0 salary.

The percentage of the base salary will increase with the number of years experience in that position/activity at Patrick Henry, provided the years service has not been interrupted for more than three years. (e.g. head coach that chooses to take a Jr. High position in the same sport would maintain longevity and vice-versa)

Experience levels 0-3 will remain the same; 4-6 will have the percentage of the base raised by 1/2%; 7-10 will be 1% above the original percentage of the base; 11-14 will be 1.5% above the original percentage of the base; 15 & above will be 2% above the original percentage of the base.

APPENDIX D – Teacher Appraisal Form

PATRICK HENRY SCHOOLS

TEACHER APPRAISAL FORM

NAME _____ SUBJECT/GRADE _____ DATE _____

Throughout this form criteria will be marked in one of three areas:

(S) Satisfactory

(NI) Needs Improvement

(NA) Not Applicable

Exceptional performance in any area will be noted in the Comments and/or Recommendations Section.

INSTRUCTIONAL SKILLS

Teacher	Principal	
()	()	1. Maintains lesson plans.
()	()	2. Provides for individual differences when applicable.
()	()	3. Uses sound evaluation procedures.
()	()	4. Possesses organizational skills.
()	()	5. Inspires student interest.
()	()	6. Assigns material that is clearly explained and appropriate in quality and quantity.
()	()	7. Encourages pupil participation.
()	()	8. Uses sound educational methods and techniques.
()	()	9. Maintains discipline.
()	()	10. Possesses knowledge of subject matter.
()	()	11. Maintains classroom organization.

COMMENTS AND/OR RECOMMENDATIONS:

PROFESSIONAL RESPONSIBILITIES

Teacher	Principal	
()	()	1. Is punctual and accurate with records and reports.
()	()	2. Follows administrative policy and practices.
()	()	3. Is cooperative with staff.
()	()	4. Is cooperative with parents.
()	()	5. Shows professional growth.
()	()	6. Is ethical in discussing school policy, personnel, and procedures inside and outside of school.

COMMENTS AND/OR RECOMMENDATIONS:

Patrick Henry Teacher Appraisal Form (Cont'd)

PERSONAL QUALITIES

Teacher	Principal	
()	()	1. Possesses attitudes and manners which are a positive model.
()	()	2. Exhibits appropriate voice and speech habits.
()	()	3. Has good attendance record.
()	()	4. Is punctual.

COMMENTS AND/OR RECOMMENDATIONS:

DATE OF CONFERENCE _____

PRINCIPAL'S SIGNATURE _____

TEACHER'S SIGNATURE _____
(Signature means completion of appraisal and not necessarily agreement.)

COMMENTS AND/OR RECOMMENDATIONS:

APPENDIX E – Local Professional Development Committee

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Patrick Henry Board of Education
and
Patrick Henry Education Association

1. Purpose

- A. A Local Professional Development Committee shall be established to develop policies, procedures, and criteria for the Patrick Henry Local School District in compliance with the appropriate provisions of the Ohio Revised Code.
- B. The mission of the LPDC is to insure quality staff development for certified employees of Patrick Henry Local School District, and to oversee the full implementation of the certification/licensure law. The committee's responsibilities shall include, but not be limited to, approval of all individual professional development plans for all certified employees, development and approval of all district or building professional development activities, approval of all C.E.U.'s, coursework, workshops, in-service, or any activity that could be used for professional growth credit.

2. Committee Composition and Selection

- A. The committee will consist of a minimum of five members, with a maximum of seven. The majority of which will be teachers designated so by the Patrick Henry Education Association. The remaining members will be appointed by the Superintendent and/or the Board of Education.
- B. Any Oversight/Planning Committees established as an extension for the LPDC shall have a majority of bargaining unit members serving on these committee(s) and shall be appointed by the Patrick Henry Education Association.
- C. When the individual professional development plan (IPDP) of a teacher who is currently serving on the LPDC is being considered for approval, the local association shall name a temporary LPDC member for the sole purpose of reviewing that teacher's IPDP.
- D. Whenever an administrator's coursework plan is being discussed or voted upon, the Local Professional Development Committee shall at the request of the administrator being reviewed, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.
- E. In the event of a vacancy, the committee member shall be replaced in accordance with the selection procedures previously described in this section. Notification and filling of vacancies must be completed prior to the next scheduled meeting of the LPDC, if at all possible.

3. Terms of Office

- A. The term of office for members serving on a LPDC shall be three years.
- B. The committee members' terms shall be staggered.

- C. Each appointment, for both administration and teachers, if renewed, shall be for three (3) years.
4. Compensation
- A. Each of the LPDC members shall be compensated according to Article VIII (M)(3), or release time may be granted in place of compensation not to exceed one day per month.
 - B. The Patrick Henry Board of Education shall provide for and pay all costs related to training and material needs required for LPDC members. The LPDC shall schedule and attend training sessions they deem to be appropriate for their training.
5. Appeals Process
- A. Members of the LPDC and/or Appeals Committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.
 - B. Appeals of decisions of the LPDC shall be directed to the LPDC Appeals Committee, which is separate and apart from the LPDC. Should the decision of the LPDC Appeals Committee be unsatisfactory to the staff member, they shall have the right to appeal to the State level body. (Pending the outcome of the State Board Rules and Regulations regarding the appeals process.) Any decisions rendered by the LPDC and/or Appeals Committee are not subject to the collective bargaining grievance procedures.
6. Recorder/Clerk
- A. A recorder/clerk from the administrative or secretarial staff will be appointed by the Superintendent. This person shall not be a voting member, but will maintain all LPDC files, minutes of all meetings, and notify applicants of approval/resubmission/denial status of individual professional development plans and/or proposals for credit.
 - B. The recorder/clerk will also be responsible for issuing notification of upcoming meeting. Notification will also include the minutes of previous meeting so committee members can review them.
7. Compatibility with Master Agreement, Board Policy, and Law
- A. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.
 - B. Employees who come from another district will automatically be granted approval of what was approved by their former LPDC, with proper verification and documentation.

APPENDIX F – STUDENT GROWTH MEASURES COMMITTEE (SGM committee)

- a. An SGM committee will be developed for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM.
- b. The SGM committee is responsible to jointly recommend the policies and procedures for the Student Growth portion of the Evaluation Procedures.
- c. The committee shall consist of the Association members appointed by the Association and an Administrator(s). There will be a maximum of four (4) teachers on this committee.
- d. The members shall be representative of the elementary school, the middle school, the high school, and specialty areas within the District.
- e. The committee shall be chaired jointly by the committee member from the Association and a committee member from the Administration.
- f. 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.
- g. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party, will appoint a new member to the committee.
- h. Members of the committee will receive training in the writing of SLOs including, but not limited to, SGM trainings with ODE trained trainers and any other trainings that become necessary for the committee.
- i. The committee will establish by mutual agreement a meeting calendar.
- j. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- k. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
- l. All decisions of the committee will be achieved by consensus.
- m. All committee shall be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board upon approval by the Superintendent.
- n. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee upon approval by the Superintendent.
- o. The district will provide secretarial support and assistance to the committee upon approval by the Superintendent. Responsibilities may include data entry, note

taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

- p. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to appropriate parties either for use for gathering data or for revision and resubmission to the committee.
- q. The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
- r. In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- s. Association committee members will be paid the hourly rate of \$35.00 for each hour he/she attends committee meetings outside of the contractual work day.
- t. Association committee co-chair will be paid an additional one (1) hour of pay at \$35.00 per hour per meeting.

APPENDIX G – Resident Educator Mentor

RESIDENT EDUCATOR MENTOR

A formal Mentoring Program will be established to meet the state mandates and help Resident Educator Teachers enter into the profession.

1. The program shall be overseen by the R.E. District Mentor Coordinator. The coordinator will update and inform the superintendent of the successes of the program each semester and any possible concerns will be noted.
2. A structured mentoring program will occur.
3. The district mentoring coordinator will ensure that mentors have adequate training and on-going discussions to provide quality service for our new teachers.
4. The administration will support a reasonable number of mentor observations and meeting times provided the administration is informed of any substitute hiring needs two weeks in advance.
5. Whenever practical, mentors and R.E. teachers will be in the same building and/or subject area.
6. Compensation will be according to supplemental salary schedule “Extra Duties.”
7. Mentors shall not participate in the evaluation of their assigned R.E. teacher.
8. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the R.E. teacher.
9. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/R.E. teacher discussions.
10. All interactions, written or oral, between the Mentor and the R.E. teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet of the Mentor shall constitute grounds for immediate removal from his/her role as Mentor.

APPENDIX H - Patrick Henry Local Schools Mileage Chart

<u>From High School to:</u>	<u>Round Trip</u>	<u>From High School to:</u>	<u>Round Trip</u>
Ada	88	Penta C.C.	95
Antwerp	94	Perrysburg	69
Arcadia	66	Pettisville	66
Archbold	68	Springfield HS	79
Ayersville	38	Stryker	74
BGSU	57	Swanton	69
Bluffton	65	Sylvania Northview	94
Bryan	82	Sylvania Southview	90
Chillicothe	350	Tinora	52
Columbus	259	Toledo - Savage Hall	90
Columbus - OSU	244	Toledo - Waite HS	105
Columbus Grove	50	Van Buren HS	48
Continental	49	Wauseon	59
Custar	24	Wayne Trace	86
Defiance	43	Wood Co ESC	63
Delta	58		
Deshler	12		
Eastwood HS	80		
Elida	82		
Elmwood	58	<u>From Deshler to:</u>	<u>Round Trip</u>
Evergreen	78		
Fairview	75	ALC	63
Findlay	55	Columbus	241
Findlay - Owens CC	59	Findlay	43
Four Co CC	60	Four County CC	72
Fremont - Terra Tech	100	Hope	17
Glandorf	40	Liberty Center	46
Hamler	4	Malinta	31
Henry Co. Hospital	34	McClure	27
Holgate	16	NWOCA	78
Hope School	16	Ottawa Courthouse	45
Kalida	57		
Leipsic	28		
Lexington HS	209		
Liberty Benton HS	55		
Liberty Center	37		
Lima Bath	77	<u>From Malinta to:</u>	<u>Round Trip</u>
Lima Senior	84		
Malinta	17	Hope	14
McClure	26	NWOCA	48
McComb	39		
Millier City	33		
Montpelier	106		
Napoleon	38		
Napoleon-Court House	35		
North Baltimore	38		
North Central HS	114		
NWOCA	66		
Otsego	53		
Ottawa Hills HS	92		
Ottawa-Glandorf	34		
Ottawa S.P.P.S.	35		

Revised 3/29/10

APPENDIX I-P EVALUATION TOOLS

- I. Off Year Evaluation
- J. Teacher Evaluation Portfolio
- K. OTES Rubric
- L. Improvement Plan
- M. Teacher Performance Lookup Table
- N. Eval Framework
- O. Final Summative Rating Form
- P. Professional Growth Plan

APPENDIX I

Off--Year Evaluation

Teacher Name: <<Teacher First>> <<Teacher Last>>

Grade(s) / Subject: <<Subject>>

Evaluator Name: <<Eval First>> <<Eval Last>>

Evaluation Date: <<Date>>

Start Time: <<Start Time>> **End Time:** <<End Time>>

Summary of Evaluation:

<<Summary>>

Refinement:

<<Refinement>>

Reinforcement:

<<Reinforcement>>

Signature Page

Please sign and return to your principal. This is the proof that you have received your Off-Year Evaluation. (It does not constitute acceptance of any statements contained in the evaluation.)

Teacher: _____
 <<Teacher First>> <<Teacher Last>>

Evaluator: _____
 <<Eval First>> <<Eval Last>>

Evaluation Date: <<Date>>

Start Time: <<Start Time>> **End Time:** <<End Time>>

APPENDIX J - TEACHER EVALUATION PORTFOLIO

Standard 1: Student Learning	
C.E. Avg. <hr/>	Teachers understand student learning & development and respect the diversity of each student. <ul style="list-style-type: none">• Give examples of lesson plans, activities, or assessments that show differentiated instruction.<ul style="list-style-type: none">○ 0-1 examples – Ineffective (1)○ 2 examples – Developing (2)○ 3 examples – Proficient (3)○ 4+ examples – Accomplished (4)• Log activities that have been completed to learn about student background, interests, and experiences. (ie. Interest inventory, student's permanent records, talk to previous teachers)<ul style="list-style-type: none">○ 0-1 examples – Ineffective (1)○ 2 examples – Developing (2)○ 3 examples – Proficient (3)○ 4+ examples – Accomplished (4)
Standard 2 Understanding of Content Area	
C.E. Avg. <hr/>	Teachers know/understand the content area for which they have instructional responsibility. <ul style="list-style-type: none">• Create a list of completed standards and benchmarks in each unit of instruction for all courses.<ul style="list-style-type: none">○ Not completed – Ineffective (1)○ Completed – Accomplished (4)• Give examples of the situations in which you connect your content to life experiences or career opportunities.<ul style="list-style-type: none">○ 0-1 examples – Ineffective (1)○ 2 examples – Developing (2)○ 3 examples – Proficient (3)○ 4+ examples – Accomplished (4)

C.E. Avg.

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Give examples of the situations in which you use formative and summative assessment to show student learning.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Proficient (3)
 - 4+ examples – Accomplished (4)

- Give examples of the situations in which you analyze the data from assessments to monitor or modify instruction.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Proficient (3)
 - 4 examples – Accomplished (4)

- Show records of communication with parents and students.
 - 0-10 examples – Ineffective (1)
 - 11-20 examples – Developing (2)
 - 21-30 examples – Proficient (3)
 - 31+ examples – Accomplished (4)

Standard 4: Student Learning and Instruction

C.E. Avg.

Teachers plan and deliver effective instruction that advances the learning of each individual student.

- Provide examples of how you show progression, sequenced build up to understanding based on student needs.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Proficient (3)
 - 4+ examples – Accomplished (4)

- Log activities that have been paced to match student learning.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Proficient (3)
 - 4 examples – Accomplished (4)

Standard 5: Learning Environment

C.E. Avg.

Teachers create learning environments that promote high level of learning and achievement for all students.

- Provide examples of how you create an environment that is conducive to learning and promotes student achievement.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Proficient (3)
 - 4+ examples – Accomplished (4)

C.E. Avg.

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Keep a log of parent communication.
 - 0-10 examples – Ineffective (1)
 - 11-20 examples – Developing (2)
 - 21-30 examples – Proficient (3)
 - 31+ examples – Accomplished (4)

- Keep a log of collaborative efforts with teacher, administrators, and community.
 - 0-5 examples – Ineffective (1)
 - 6-10 examples – Developing (2)
 - 11-15 examples – Proficient (3)
 - 16+ examples – Accomplished

- Keep a log of student interventions.
 - 0-5 examples – Ineffective (1)
 - 6-10 examples – Developing (2)
 - 11-15 examples – Proficient (3)
 - 16+ examples – Accomplished (4)

Standard 7: Professional Growth

C.E. Avg.

Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

- **Submit professional growth plan and/or IPDP.**
 - **Accomplished (4)**

- **Listed professional organizations, clubs, committees and extra-curricular activities that you advise, or assist with.**
 - **0 examples – Ineffective (1)**
 - **1 examples – Developing (2)**
 - **2 examples – Proficient (3)**
 - **3+ examples – Accomplished (4)**

Teacher Performance Evaluation Rubric

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

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

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

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

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

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p>Evidence</p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

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

APPENDIX L

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.

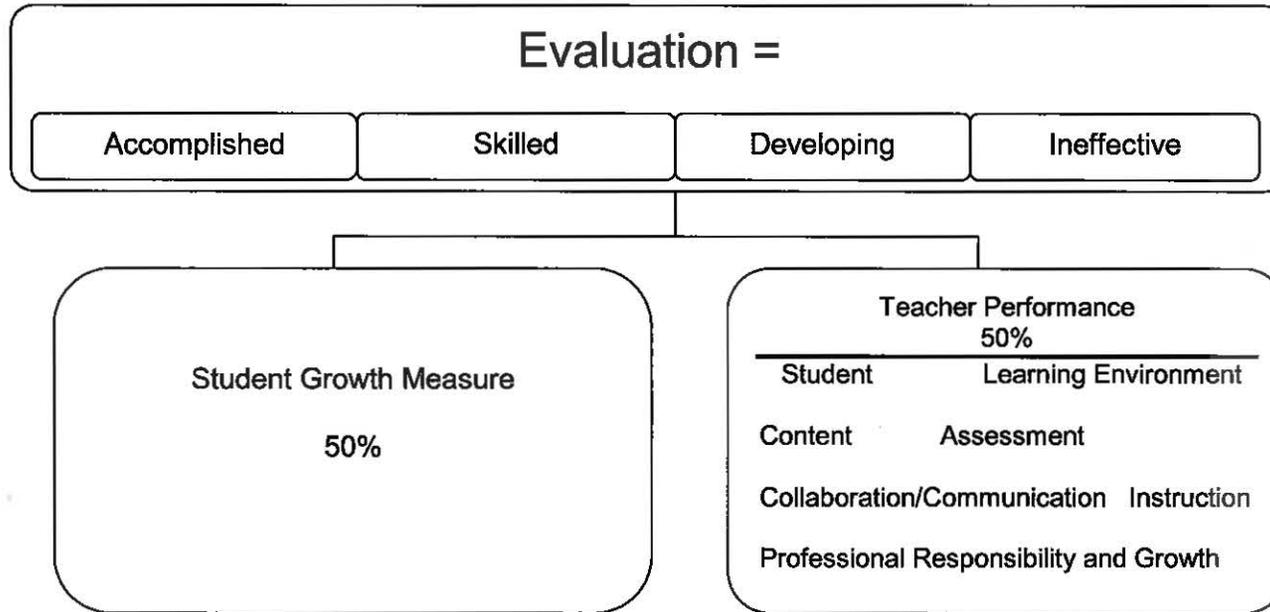
*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level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

APPENDIX M

Lookup Table
Teacher Performance

		4	3	2	1
Most Effective	Above	Accomplished	Accomplished	Skilled	Developing
Above Average		Accomplished	Accomplished	Skilled	Developing
Average	Expected	Skilled	Skilled	Developing	Developing
Approaching Average	Below	Developing	Developing	Ineffective	Ineffective
Least Effective		Developing	Developing	Ineffective	Ineffective

EVALUATION FRAMEWORK



APPENDIX O

Ohio Teacher Evaluation System

Final Summative Rating

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

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

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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