

11/19/2020

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ARTICLE 1 RECOGNITION

1.01 The Portsmouth City School District Board of Education (PCSD), hereinafter referred to as the "Board", hereby recognizes the Portsmouth City Teachers' Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association" or the PCTA, as the sole and exclusive bargaining agent for all regular, full-time, part-time, or hourly certificated personnel employed under a regular written teaching contract in the District. Such sole and exclusive bargaining representation for the members of the bargaining unit shall be limited by both parties to all matters pertaining to wages, hours, working conditions, terms and other conditions of employment, the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. Short-term teaching substitutes, aides, tutors, non-certified employees, principals, assistant principals, and administrative staff are specifically excluded from the bargaining unit. Long-term teaching substitutes after working sixty (60) school days in the same position are eligible for the bargaining unit. Administrative staff is defined by ORC 3319.01:

1. **Administrator:** *A person employed by the Board pursuant to 3319.01 (superintendent) or 3319.02 (other administrator) and holds a license designated for being a superintendent, an assistant superintendent, or a principal. R.C. 3319.111 (a) citing R.C. 3319.22. An assistant principal may lawfully evaluate teachers if he/she holds a valid principal's license.*
2. **Evaluator:** *A person employed by the Board and in accordance with the previous paragraph meets the requirements as an administrator. The evaluator, in order to maintain consistency in the evaluation process, will remain the same throughout the process unless the evaluatee waives this right.*

This recognition will be for the duration of this agreement.

1.02 Reference to the term teacher in this agreement is synonymous with the term Association/bargaining unit member.

1.03 Tutors:

- A. Tutors who work twenty (24) or fewer hours per week are exempt from the adopted teachers' salary schedule, continuing contract eligibility, medical benefits, and the evaluation requirements of HouseBill (HB 330).
- B. Tutors with proper Ohio license contracted for employment more than twenty-four (24) hours per week during the school day will be considered full-time employees, will be paid on the teachers' salary schedule, and will receive the fringe benefits. They will be eligible for continuing contract status. They will belong to the PCTA. They will be covered by the negotiated teacher evaluation procedure.

1.04 Recognition Clause: The Association and Board recognize they are bound by the

provisions of a collective bargaining agreement, O.R.C. 411, State and Federal laws that apply to individual bargaining unit members or the entire bargaining unit. Therefore, the Board agrees to negotiate any impact of House Bill 1 that could affect terms and conditions of employment as defined in O.R.C. 4117.

1.05 *Sub-contracting Jobs:* The Board shall not subcontract jobs or duties currently assigned to members of the bargaining unit (i.e. speech therapist, school psychologist, etc.) The board will not assign work historically and normally performed by certified/licensed PCTA bargaining unit (i.e. librarian, guidance counselor, or any position currently held by a PCTA member), nor shall the Board reclassify bargaining unit personnel by designating them as teachers' aides/assistants or similar terminology (i.e. naming long term substitutes as teaching aides, etc.).

1.06 Beginning January 28, 2019 Intervention Teachers currently assigned to PES, EPE, and PHS/PJHS will not be held accountable to write IEP's/service plans for non-public schools for parentally placed students that reside in/or out of the Portsmouth City School District.

In keeping with the provisions of ORC 3310.41 Portsmouth City School District will continue to write IEP's/Service Plans in the following manner:

1. Two (2) employees within the District will be under personal service contract and be assigned the remainder of the non-public parentally placed students IEP's/Service Plans for the 2018-2019 school year for an amount determined to be \$1000.00
2. This District requirement will continue to be met beginning the 2019-2020 school year by the hiring of an additional I.S. teacher through PCSD or through personal service contract.
3. This addendum will in no way contradict nor replace Article 1 - 1.05

ARTICLE 2 PROFESSIONAL NEGOTIATIONS PROCEDURE

2.01 *Tenure of Negotiations Procedural Section of Contract:* Upon mutual written consent of both parties, by conference or negotiation, any negotiations procedural item may be changed at any time. Any changes must be signed, dated, and ratified by both parties and the change(s) shall become part of the collective bargaining agreement.

2.02 *Negotiable Items:* All matters of wages, hours, working conditions, terms and other conditions of employment, the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

2.03 *Initiations of Negotiations:* Negotiations shall be initiated not later than ninety (90)

days prior to the ending of the term of the current contract by the written notifications of one party to another of the request to enter into negotiations. The request shall contain a suggested time and date for the first negotiations session. If this date is not acceptable, a mutually agreed upon time and date will be set.

2.04 *Negotiators:* The Board and the Association shall each designate three (3) negotiators for the period of time necessary to resolve issues related to all items. Names of the Parties representing the Board and representing the Association shall be provided, simultaneously one party to the other, in advance of the first negotiation meeting. Each team shall be permitted two (2) observers.

2.05 *Procedures:*

- A. At first negotiations sessions, mutually acceptable guidelines shall be established and signed and dated by both parties. Also, the respective parties shall submit their complete proposals. Negotiations shall proceed until a tentative agreement is reached on the proposed contract.
- B. Negotiating sessions shall be closed. All news released to the public shall be prepared jointly and signed by the Chairperson of the two (2) teams.

2.06 proposed contract shall become effective and binding upon ratification by the Association and approval by the Board. The Agreement shall become a part of the official minutes of the Board of Education. Any previously adopted policies that may conflict with a newly approved contract will be null and void.

2.07 *Federal Mediation:*

- A. If, after forty-five (45) days, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the items of disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests a mediator, the other party will join in the written request.
- B. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
- C. If after thirty (30) days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Association shall have the rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

ARTICLE 3 GRIEVANCE PROCEDURE

3.00 *Purpose and Objective:* 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.

3.01 *Grievance Defined:* A grievance is a dispute, disagreement, or difference which arises between teacher(s) and the administration, or between teacher(s) and the Board, or between the Administration and the Association, which is an alleged violation, misinterpretation, or misapplication of either the negotiated contract or the Ohio Revised Code.

General Provisions

3.02 *Procedures:*

- A. The dispute, disagreement, or difference shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. Nothing contained in this procedure shall be construed as limiting the rights of the teacher, having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.
- B. An individual grievance or an Association grievance on behalf of an individual can be initiated according to the provisions in Step 1.
- C. A group grievance or an Association grievance on behalf of a group of teachers or itself may be initiated according to the provisions in Step I by the Building Representative, PCTA President or grievance chairperson for two or more teachers within a building.
- D. A group grievance or an Association grievance may be initiated according to the provisions in Step II by the Association on the dispute, disagreement, or difference that affects more than one building. The grievance must be signed by the PCTA grievance chairperson or the Association President on behalf of the parties concerned.
- E. Both parties may have representation present as follows at each step of the grievance procedure:
 - a. Step I One (1) representative each
 - b. Step II Two (2) representatives each
 - c. Step III Two (2) representatives each
 - d. Step IV Two (2) representatives each
- F. Failure of the aggrieved to proceed within the specified time limits, the next step of the procedure shall mean the grievance has been resolved by the answer stated in the previous step.

- G. Failure of the Administration to respond in the time limit stated shall move the grievance under consideration to the next step. The Board shall respond to all grievances appealed to Step III.
- H. Time limits given shall be considered as maximum, except that either party may extend one (1) time only the particular time limit in effect by five (5) days, providing the other party is so notified, in writing, prior to that time limit being exhausted, additional extensions may be granted by mutual consent of both parties.
- I. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem, but once the grievance procedure is initiated, it shall be exhausted in its entirety prior to any litigation by the grievant(s).
- J. A day shall be considered Monday through Friday. State/national holidays, spring/Christmas break, and calamity days shall not be considered workdays.
- K. Either the aggrieved, the administrator, or the Board may have present such people who may provide information related to the grievance. No more than two (2) such people may be present at one time.
- L. The arbitrator is without authority to delete or add to the wording of the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.
- M. All formal steps of the grievance procedure shall be filed on a standard form (Appendix 1)* provided by the Association.
- N. This procedure 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.

3.03 *STEP I - Administration:*

- A. A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within fifteen days (15) of becoming aware of the dispute, disagreement, difference, misinterpretation, or misapplication.
- B. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Such meeting is to occur within the next five (5) days. Discussion at the meeting shall be confined to the issue as stated in the grievance and the relief sought.
- C. Within ten (10) days after the meeting, the Administrator shall provide the aggrieved with a written response stating his/her position and suggestions for the resolution of the grievance.

3.04 STEP II - Superintendent:

- A. If the aggrieved is not satisfied with the response received from the administrator in Step I, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.
- B. A meeting shall be agreed upon between the aggrieved and the Superintendent or his/her designee within five (5) days of the request. Such meeting is to occur within the next five (5) days.
- C. The meeting shall be conducted in a manner as stated in Step I. Within five (5) days after the meeting, the Superintendent or his/her designee shall provide the aggrieved with a written response stating his/her position and suggestions for the resolution of the grievance.

3.05 STEP III - Board of Education:

- A. If the aggrieved is not satisfied with the response received from the administrator in Step II, he/she may within five (5) days of receipt of such written response, submit his written grievance to the President of the Board and request a meeting with three (3) or more members of the Board to discuss the grievance.
- B. A meeting shall be agreed upon between the aggrieved and the Board within ten (10) days of the request. This meeting is to occur within the next ten (10) days.
- C. The meeting shall be conducted in a manner as stated in Step I.
- D. Within five (5) days after the meeting, the President of the Board shall provide the aggrieved with a written response stating the Board's position and suggestions for the resolution of the grievance.

3.06 STEP IV - Binding Arbitration:

- A. If the aggrieved is not satisfied with the response received from the Board in Step III, he/she may within ten (10) days of receipt of such written response, initiate submission of the grievance to arbitration by making written notification to the Superintendent and the Association.
- B. The arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to

the precise issue(s) submitted for arbitration and shall have no authority to determine any issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

- D. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial settlement of the grievance as stated. The settlement shall be made in writing to the aggrieved and the President of the Board.
- E. The party against whom the settlement is made as determined by the arbitrator shall bear the full cost of the arbitrator in Step IV.
- F. The arbitrator's decision shall become binding on both parties immediately upon being rendered.

ARTICLE 4 BASE SALARY

4.01 Base salary for teachers - For the 2019-2020 school year, a base increase of two percent (2%) will be effective July 01, 2019. For the 2020-2021 school year, a base increase of two percent (2%) will be effective July 01, 2020. As negotiated, year three (3) 2021-2022, the base salary (wages) is open for negotiation, as well as two (2) Articles as deemed necessary by the Association and the Board. (Refer to *Appendix VII* Salary Schedule(s).)

- A. **National Board Certification** - A teacher who has acquired and maintains National Board Certification will receive a stipend of \$1,000 to 2nd pay of June.

4.02 Supplemental Contracts: Teachers who are employed and are to be compensated by

the Board for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts". A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

- A. The Board reserves the right to review annually the needs for supplemental contracts and accordingly can increase the total supplemental contract index or increase individual salary categories within the supplemental contract index (See Salary Table B) as well as adding supplemental contract categories. The Administration shall make recommendations to the Board concerning which positions are required for the operation of the school system. In any given year, whether a supplemental position needs to be filled shall also be the determination of the Administration to make recommendations to the Board.

4.02B Supplemental Contracts

- A. Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on supplemental contracts. Bargaining unit members will receive first consideration for open supplemental positions before being offered outside the bargaining unit.
- B. A supplemental contract shall automatically expire at the end of the term without further action of the Board. The date for the resignations/renewals/non-renewals of supplemental contracts will be as follows:
 - a. April 1st - Fall/Winter Athletic Positions
 - b. May 1st - Academic Supplementals
 - c. June 1st - Spring Athletic Positions
- C. A supplemental interest survey will be distributed only for positions that are vacated due to non-renewal or resignation of the current supplemental holder. (Special circumstances will be considered at the discretion of the Superintendent.)
- D. Supplemental Increase - The following sports will be compensated equally due to length of season. To evenly and fairly compensate the four (4) sports and comply with the Title IX requirements; baseball, track, softball, and volleyball will be 0.13 of base salary.
- E. The Board reserves the right to review annually the needs for supplemental contracts and accordingly can increase the total supplemental contract index or increase individual salary categories within the supplemental contract index (See Salary Table B) as well as adding supplemental contract categories. The Administration shall make recommendations to the Board concerning which positions are required for the operation of the school system. In any given year, whether a supplemental position needs to be filled shall also be the determination of the Administration to make recommendations to the Board.

4.03 Supplemental Contract Pay Schedule: Teachers shall have the option to select payment for supplemental contracts by having the pay distributed over the course of the year in the regular paychecks or they shall be paid by separate check according to the following schedule:

November	-	First pay of the month - or at completion of season
March	-	Second pay of the month
June	-	Second pay of the month
Summer	-	Determined by the Treasurer - since this includes band camp consultants, band directors, etc.

If the teacher does not complete the terms of the supplemental contract, he/she shall repay the amount of the contract that was paid to him/her to the school system by payroll deductions prior to the end of the school year/calendar year as determined by the Treasurer due to IRS and STRS regulations.

SUPPLEMENTAL SALARY TABLE 4.03 B
Athletics and Related Supplemental Activities
Base - Teacher's Bachelor Minimum
BASE: \$35,697

INDEX	AMOUNT	HIGH SCHOOL
0.24	\$8,567	Athletic Director (.24-.30)
0.25	\$8,924	Athletic Director (.24-.30)
0.26	\$9,281	Athletic Director (.24-.30)
0.27	\$9,638	Athletic Director (.24-.30)
0.28	\$9,995	Athletic Director (.24-.30)
0.29	\$10,352	Athletic Director (.24-.30)
0.30	\$10,709	Athletic Director (.24-.30)
0.13	\$4,641	Baseball - Head Coach
0.04	\$1,428	Baseball - Assistant Coach
0.22	\$7,853	Basketball - Head Coach - Boys
0.10	\$3,570	Basketball - First Assistant Coach - Boys
0.09	\$3,213	Basketball - Second Assistant Coach - Boys (As needed)
0.07	\$2,499	Basketball - Freshman Coach - Boys
0.035	\$1,249	Basketball - Assistant Freshman Coach - Boys
0.22	\$7,853	Basketball - Head Coach - Girls
0.10	\$3,570	Basketball - First Assistant Coach - Girls
0.09	\$3,213	Basketball - Second Assistant Coach - Girls
0.05	\$1,785	Cheerleader Sponsor (.05 - .11)
0.06	\$2,142	Cheerleader Sponsor (.05 - .11)
0.07	\$2,499	Cheerleader Sponsor (.05 - .11)
0.08	\$2,856	Cheerleader Sponsor (.05 - .11)
0.09	\$3,213	Cheerleader Sponsor (.05 - .11)
0.10	\$3,570	Cheerleader Sponsor (.05 - .11)
0.11	\$3,927	Cheerleader Sponsor (.05 - .11)
0.004	\$143	Class Sponsor (.004 - .02)
0.02	\$714	Class Sponsor (.004 - .02)
0.04	\$1,428	Cross Country (.04 - .06)

INDEX	AMOUNT	HIGH SCHOOL (cont'd.)
0.05	\$1,785	Cross Country (.04 - .06)
0.06	\$2,142	Cross Country (.04 - .06)
0.096	\$3,427	Director of Band Camp
0.077	\$2,749	Director of Flag Corp

0.048	\$1,713	Director of PEP Band
0.31058	\$11,087	Football Coach/Weightlifting - Head
0.22	\$7,853	Football Coach - Head
0.0906	\$3,234	Football/Weightlifting Instructor
0.10	\$3,570	Football - First Assistant Coach - Boys
0.09	\$3,213	Football - Second Assistant Coach - Boys
0.08	\$2,856	Football - Third Assistant Coach - Boys
0.07	\$2,499	Football - Fourth Assistant Coach - Boys (As needed)
0.07	\$2,499	Football - Freshman Coach - Boys
0.07	\$2,499	Golf Coach
0.01	\$357	Junior/Senior Prom Sponsor
0.04	\$1,428	Mock Trial Sponsor
0.018546	\$662	National Honor Society Sponsor
0.02	\$714	Newspaper Sponsor (.02 - .04)
0.03	\$1,071	Newspaper Sponsor (.02 - .04)
0.04	\$1,428	Newspaper Sponsor (.02 - .04)
0.04	\$1,428	Quiz Bowl Sponsor
0.015	\$535	Science Fair Sponsor - PHS/PJHS
0.0371	\$1,324	Show Choir Director
0.07	\$2,499	Soccer - Head Coach
0.04	\$1,428	Soccer - Assistant Coach
0.13	\$4,641	Softball - Head Coach - Girls
0.04	\$1,428	Softball - Assistant Coach - Girls
0.08	\$2,856	Swim Head Coach
0.04	\$1,428	Swim - Assistant Coach
0.07	\$2,499	Tennis Coach - Boys & Girls
0.04	\$1,428	Tennis Assistant Coach
0.13	\$4,641	Track - Head Coach

INDEX	AMOUNT	HIGH SCHOOL (cont'd.)
0.04	\$1,428	Track - Assistant Coach
0.13	\$4,641	Volleyball - Head Coach
0.04	\$1,428	Volleyball - First Assistant Coach
0.03	\$1,071	Volleyball - Second Assistant Coach

0.02	\$714	Yearbook Sponsor (.02 - .04)
0.03	\$1,071	Yearbook Sponsor (.02 - .04)
0.04	\$1,428	Yearbook Sponsor (.02 - .04)
INDEX	AMOUNT	JUNIOR HIGH SCHOOL
0.1143	\$4,080	Athletic Director - Junior High
0.07	\$2,499	Basketball - Head Coach - Boys
0.04	\$1,428	Basketball - Assistant Coach - Boys
0.07	\$1,428	Basketball - Girls
0.02	\$715	Cheerleader Sponsor (.02 - .04)
0.03	\$1,071	Cheerleader Sponsor (.02 - .04)
0.04	\$1,428	Cheerleader Sponsor (.02 - .04)
0.07	\$2,499	Football - Heach Coach - Boys
0.04	\$1,428	Football - Assistant Coach - Boys
0.025	\$892	Junior High Music Instruction - PJHS
0.009987	\$357	Junior High Music Instruction - PJHS
0.015	\$535	Newspaper Sponsor
0.01	\$357	Power of the Pen Sponsor
0.02	\$714	Quiz Bowl Sponsor
0.05	\$1,785	Soccer - Head Coach
0.06	\$2,142	Track Coach
0.05	\$1,785	Volleyball - Head Coach
0.015	\$535	Yearbook Sponsor
INDEX	AMOUNT	ELEMENTARY
0.015	\$535	Elementary Music Instruction-East Portsmouth
Elementary		
0.025	\$892	Elementary Music Instruction - Portsmouth Elementary
0.023047	\$823	Head Teacher - East Portsmouth Elementary
0.02	\$714	Quiz Bowl Sponsor - Portsmouth Elementary
0.01	\$357	Science Fair Sponsor - East Portsmouth Elementary
INDEX	AMOUNT	ELEMENTARY (cont'd.)
0.015	\$535	Science Fair Sponsor - Portsmouth Elementary
0.04	\$1,428	Traffic Scout Supervisors
0.01	\$357	Yearbook Sponsor - East Portsmouth Elementary

INDEX	AMOUNT	SYSTEM-WIDE (CONT.)
0.02	\$714	Yearbook Sponsor - Portsmouth Elementary
0.55638	\$19,861	Athletic Trainer
0.07245	\$2,586	Education Channel Program Developer (currently channel 25)
0.423945	\$15,134	Student Services Facilitator/Teacher (no increase; 26,803 base)

4.03B First Consideration to Bargaining Unit Members

Beginning 2017-2018 school year teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on supplemental contracts. Bargaining unit members will receive first consideration for open supplemental positions before being offered outside the bargaining unit.

A supplemental contract shall automatically expire at the end of the term without further action of the Board. The date for the resignations/renewals/non-renewals of supplemental contracts will be as follows:

- a. April 1st - Fall/Winter Athletic Positions
- b. May 1st - Academic Supplementals
- c. June 1st - Spring Athletic Positio
- d. A supplemental interest survey will be distributed only for positions that are vacated due to non-renewal or resignation of the current supplemental holder. (Special circumstances will be considered at the discretion of the Superintendent.)
- e. Supplemental Increase - The following sports will be compensated equally due to length of season. To evenly and fairly compensate the four (4) sports and comply with the Title IX requirements; baseball, track, softball, and volleyball will be 0.13 of base salary.
- f. The Board reserves the right to review annually the needs for supplemental contracts and accordingly can increase the total supplemental contract index or increase individual salary categories within the supplemental contract index (See Salary Table B) as well as adding supplemental contract categories. The Administration shall make recommendations to the Board concerning which positions are required for the operation of the school system. In any given year, whether a supplemental position needs to be filled shall also be the determination of the Administration to make recommendations to the Board.

4.04 Longevity Steps for Supplemental Contracts: A committee composed of two (2)

appointed Association members and two (2) Board appointed employees assessed the supplemental contract compensation and made a recommendation to the Board of

Education and the PCTA membership. The members recommended for consideration to implement a supplemental index schedule based on longevity experience:

INDEX	INCENTIVE	5 YEARS	10 YEARS
0.03999 - 0.01	\$25	\$125	\$250
0.06 - 0.04	\$50	\$250	\$500
0.096 - 0.07	\$75	\$375	\$750
0.55638 - 0.10	\$100	\$500	\$1000

Under this plan, individuals who have held a supplemental position for 5 years or more will receive their regular supplemental contract amount each year plus an additional salary shown above.

Proposal is based on the premise that all current supplemental staff members with 10 years experience will receive 10 years' credit for experience through 1995. The Board of Education approved this recommendation on May 19, 2005 contingent upon PCTA membership ratification. PCTA members ratified this recommendation on June 03, 2005.

ARTICLE 5

INSURANCE BENEFITS

5.01 The Board will be held harmless for any change in coverage occurring or arising out of statutory adoption or regulations governing what carriers can offer.

5.02 Health Care Benefits:

- A. All Association members will pay 14% of his/her hospitalization/major medical/prescription drug benefit premiums for the 2019-2020 school year.
- B. An additional 1% will be added for the 2020-2021 school year, to equal 15% payable by all Association members.
- C. Year three (3) of this contract is open for salary/benefit negotiation.
- D. In addition, all bargaining unit members will continue to receive a supplemental AFSCME Prescription Drug Plan which is paid by the Board.
- E. Vision and Dental Plans are not part of the managed health care program and will continue to be paid 100% by the Board for employees hired before July 01, 1994. Employees hired on or after July 01, 1994, will continue to contribute 5% of the premium toward vision and dental plans.
- F. Life insurance is not to be considered part of the employee's health care package.

INSURANCE	COVERAGE	DESCRIPTION
1. Managed Care		
a. Prescription	Single or Family	Refer to current policy
b. Major-Medical	Single or Family	Refer to current policy
c. Hospitalization	Single or Family	Refer to current policy
2. Vision	Single or Family	Refer to current policy
3. Dental	Single or Family	Refer to current policy
4. AFSCME Rx Drug Plan	Single or Family	Refer to current policy

E. The Board shall implement a Section 125 Plan to enable an employee to pay for his/her premium contributions with pre-tax dollars. The Board will pay for any setup fee for each Employee.

5.03 Spousal Coordination of Benefits: Spouses of employees are to obtain health insurance from their employers, as long as it is made available to them from their employer, or retirement system if they do not have to pay more than 50% of the premium. This shall become the spouses' primary health insurance policy. The PCSD employee may choose to carry his/her spouse on a family policy, but the PCSD insurance becomes secondary in coverage. Employees whose spouse is retired and currently on the PCSD family plan prior to the effective date of this contract will be grandfathered. NOTE: This policy became effective on October 01, 2007. Employees must notify the treasurer's office by August 20, **of each school year**, that the spouse has enrolled in his/her employer's policy to be effective October 01, 2007.

5.04 Contract/Certificate of Insurance: The Board shall provide to the Association President

one (1) copy of each signed contract and certificate of insurance entered into between the Board and Insurance Company(ies) which shall provide the benefits provided by the insurance policy(ies).

5.05 New Employee Notice: A newly employed member of the bargaining unit shall receive

upon signing his/her contract, a written description of all insurance coverages in effect at that time.

5.06 Change of Insurance Carrier: If the Board deems it necessary to change insurance carriers, any policy purchased shall be equal to or better than the current level of benefits.

5.07 Insurance Committee: An insurance committee will study the District staff health

insurance program. The purpose of the committee will be to improve the cost-effectiveness of the District's expenditures for health insurance. The term cost effectiveness particularly relates to minimizing expenditures and maximizing coverage. The members of the committee will be appointed by the President of the PCTA and the Superintendent. The number of members on the committee will consist of no less than six (6) certificated, two (2) classified, and two (2) administrators. The Committee will be co-chaired by the PCTA president or designee. The committee will meet as needed to accomplish the designated objectives as outlined between the Board and PCTA. Recommendations that could be put into effect without being contrary to the current provisions of the negotiated contract will be implemented immediately. The Insurance Committee will continue to investigate any and all policies that are equal to or better than current policies.

5.08 Insurance Coverage Opt-Out:

- A. Teachers may elect not to be covered under the hospitalization/surgical/major medical/prescription drug insurance plan. In consideration of their waiver of this insurance coverage he/she shall receive a \$2400 annual bonus subject to the following provisions:
 - a. The teacher must waive his/her right to coverage in writing to the Treasurer by August 20 of each year.
 - b. Coverage must be waived for the period September 01 - August 31 of each year.
 - c. Spouses employed by the District are eligible for this annual benefit.

- B. For teachers who have participated in this waiver and desire to be reinstated to the Board Plan, the following criteria must be followed:
 - a. The teacher must submit a written letter to the Treasurer requesting to be reinstated prior to August 20.
 - b. Teachers who have participated in this waiver for at least one year may reapply for insurance coverage subject to the approval of the District's insurance carrier.

- C. Members who come on the health plan during the year due to a life event will reimburse The Board on a pro-rated basis of 1/12th of the paid incentive of each month enrolled to the next enrollment period.

- D. This bonus will be paid the last pay in November each year.

LIFE INSURANCE

GROUP LIFE SINGLE POLICY AMOUNT: \$30,000

**ARTICLE 6
LOCAL PROFESSIONAL
RECERTIFICATION PROGRAM**

6.01 Renewal certificate/license application: The application fee of all teaching certificates held by the employee at the time of recertification will be made directly to the

Department of Education:

- A. By the certified staff member and will be reimbursed by the District within 15 working days upon receiving receipt.
- B. By the LPDC chairperson/principal at the time of renewal.
- C. By the Treasurer's office staff.

6.02 Background Checks: The Board shall pay the cost of the BCI Background checks for current employees at those required times by the Ohio Department of Education in accordance with OCR 3319.291.

ARTICLE 7 LEAVES/ATTENDANCE

7.01 Sick Leave:

- A. Each full-time member of the bargaining unit shall accumulate one and one-half days paid sick leave per month to a total of fifteen (15) per year with an accumulation of two hundred seventy (270) days. There will be no accumulation of sick days during the months of June and July.
- B. Each part-time member of the bargaining unit accumulates a proportional number of paid sick leave per month in relation to the amount of time he/she is employed. There will be an accumulation of up to two hundred seventy (270) sick leave days.
- C. Attendance Incentive: Bargaining unit members who are employed the entire nine-week period shall receive for each nine weeks payment according to the following schedule:

9 week period	0 ABSENCE	1 ABSENCE	2 ABSENCES
1st grading period	\$150	\$100	\$50
2nd grading period	\$150	\$100	\$50
3rd grading period	\$150	\$100	\$50
4th grading period	\$150 0 Absences per year = \$1,000	\$100 1 Absence per year = \$750	\$50 2 Absences per year = \$500

- a. Attendance incentive would be paid according to the following schedule: 1st nine weeks - first pay of December; 2nd nine weeks - second pay of March; 3rd nine weeks - first pay of May; 4th nine weeks - second pay of July.

- b. All absences shall be counted except approved days of Professional, Jury Duty, Witness, and Assault Leave, it is further understood that if an employee misses all days of a semester by reason of an exception (for example, an extended assault leave) no payment under this provision is to be made.

D. The use of sick leave shall be for that allowed by the Ohio Revised Code. This shall include, but not be limited to:

- a. Illness
- b. Up to seven (7) days in the event of a death within the immediate family.*
- c. Up to one (1) day in the event of a distant relative or personal friend.
- d. For absence due to disability caused by or contributed to by pregnancy.
- e. For the period of absence caused by a quarantine by official mandate or the proper health authorities.
- f. To provide necessary care for ill or injured in the immediate family.
- g. For medical problems under the care of a physician.
- h. Up to five (5) days of paternity leave.

NOTE: A signed physician's statement after five (5) consecutive days of absence is required. This statement may be submitted to the principal or his/her designee.

E. Notification of use of sick leave shall be given verbally as early as possible, and the proper notification form shall be filed within five (5) days of the member's return to work

***IMMEDIATE FAMILY:** The "immediate family" shall be defined as spouse, son/son-in-law, daughter/daughter-in-law, father/father-in-law, mother/mother-in-law, brother/brother-in-law, sister/sister-in-law, grandparents, or other persons who have assumed a similar position as parents to the teacher.

F. Any member of the bargaining unit shall, when necessary, have an advancement of up to fifteen (15) additional sick leave days per school year, no less than a two (2) months extension of Board paid health benefits, and the right to pay for extended health-care benefits an additional twelve (12) months (such extension to be contingent upon carrier approval). Should an individual choose to extend his/her benefits, he/she shall pay the premium costs at the group rate to the Board Treasurer in advance on a month-to-month basis.

7.02 Jury Duty and Witness Leave: The Board shall grant full pay when an employee is summoned for jury duty or subpoenaed as a witness in any court or statutory body of competent jurisdiction. All compensation received for such duty shall be remitted by the bargaining unit member to the Treasurer unless such duty is performed on non-teaching days or times. The Board shall pay the bargaining unit member at his/her per diem rate under this section when the Board is not a party to the cause of action. Employees involved in jury duty will send the compensation check for jury duty to the Board Treasurer within ten (10) days of receipt of that compensation.

7.03 Military Leave: Military leave shall be granted pursuant to the Ohio Revised Code.

7.04 Personal Leave:

- A. Each member shall be granted during each school year three (3) days of leave for personal reasons. This leave will not be accumulated. Unused personal days at the end of each school year will be added to an employee's sick leave accumulation (not to exceed 270 days as outlined in Section 7.01) by the end of the first quarter the following school year.
 - a. Effective July 01, 2014, any bargaining unit member who has accumulated one hundred seventy-five (175) days of sick leave will have the option to receive a bonus of one hundred dollars (\$100) per personal leave day.
 - b. Teachers who do not use their personal leave and choose not to receive the above-mentioned bonus may convert their unused personal leave days to their accumulated sick leave.
 - c. If a qualifying bargaining unit member opts for the bonus, this form* must be filled and returned to the Treasurer by the last day of the school year. (*See Appendix VI)
- B. These days must be used in full-day increments. Personal leave shall not be taken on the first day of classes; a teacher's meeting/workday, waiver day of instruction, parent/teacher conference day, district-wide in-service, or any day immediately before or after a holiday. The Superintendent or his/her designee may waive this limitation in special/emergency situations. Prior to the waiver of this limitation, an oral/written notification explaining the nature of the emergency shall be filed with the Superintendent or his/her designee. The employee must turn in a written leave request form to his/her immediate supervisor at least forty-eight (48) hours prior to such leave, except for special/emergency situations.
- C. Personal leave can be denied by the principal or immediate supervisor, if it is determined at the time the personal leave is requested that more than 10% of the building teaching staff has been approved for personal leave that day or if 20% of the total building staff is absent that day for any reason, except in special/emergency situations covered by Section 7.04B.
- D. If the Superintendent decides to award additional personal days to an individual, the District will require the employee to repay these personal days by reducing the employee's personal days for subsequent years at a rate of two (2) days per year until such days are repaid or the employee leaves the district.

7.05 Professional/Association Leave:

- A. The Board shall allow for an annual bank of one hundred twenty (120) paid professional leave days, twenty (20) of these one hundred-twenty (120) being for the Association representatives who attend Association governance events. The others are to be used for meetings which can be beneficial in improving the teacher's classroom duties. The professional instructional meetings should correlate with the District's Continuous Improvement Plan goals. For so long as this bank allows, a teacher is entitled to use at

least one (1) such day provided application for such leave is made no less than two (2) weeks in advance to the Personnel Director or his/her designee.

- B. When the professional leave bank is exhausted, teachers may be granted additional professional leave, in excess of one hundred twenty (120) days, upon approval of the Superintendent or his/her designee. The Superintendent or his/her designee shall keep track of all leave that is used and inform the Association when the total leave bank has been exhausted.
- C. Teachers who are granted professional leave shall be reimbursed by the Board according to established policy.

7.06 Assault Leave Policy:

- A. The teacher who, as the result of being physically assaulted while performing contracted services in connection with the performance of a professional assignment, is unable to teach will be eligible for assault leave. If that teacher is assaulted by another staff member, a committee will determine if the assault leave is justified. The committee will be made up of the PCTA President and another PCTA member selected by the President, the Superintendent, and another administrator selected by the Superintendent, and the Board doctor. (This committee is to be formed and able to function within one (1) month of signing the contract.)
- B. If an assault on a teacher results in the teacher being unable to teach, said teacher shall be provided assault leave up to twenty (20) days without loss of pay or benefits. The use of additional days will be determined by the committee established in 7.06A.
- C. Assault leave days shall not be subtracted from said teacher's sick leave. The Superintendent or designee may require a statement by the Board's physician, at no cost to the teacher, relative to the capability of the teacher to teach and to the extent of the injuries received.
- D. At the termination of the said disability, the teacher shall return to his/her professional assignment held prior to the disability, unless said teacher desires another position. Such selection shall be in accordance with the established "transfer" policy.
- E. If court action results, the teacher shall be granted leave of his/her professional duties upon request to the Superintendent or his designee with no loss of pay or benefits for the days in court or consultation as shall be required by counsel or law enforcement offices that cannot be transacted outside of teacher hours.

7.07 Leave of Absence:

- A. Any teacher may request in writing to the Personnel Director, no less than thirty (30) days in advance, an unpaid leave of absence. Aid leave would be for one school year or the remaining days of that school year. The request shall contain a rationale for the leave and the days such leave would begin and end. Bargaining unit members will not be granted

more than two (2) leaves of absence throughout his/her tenure with the school District. The Board shall have the sole authority in granting and denying such leave.

- B. If the Board should elect to deny a requested leave of absence, such denial shall be made in writing no less than twenty (20) days prior to the requested initiated date of the leave with the reason(s) the leave has been denied, otherwise, the leave shall be granted as requested.
- C. Fringe benefits may be continued by the employee provided the employee pays the Board for the actual costs at the group rate of such fringe(s) monthly in advance.
- D. In the case of placement on sick leave or involuntary leave, the teacher may request and have a hearing within the time limits and in the manner provided for in Section 3319.13, 3319.16, and 3319.161 of the Ohio Revised Code.
- E. Upon written agreement between both parties to this contract, the time limits in this policy may be waived.

ARTICLE 8 TRAVEL ALLOWANCE

- 8.01** A travel allowance will be provided for personnel required to travel in their assignments. Calculations will be based on the total number of miles times a mileage rate. The mileage rate will be consistent with the Board's adopted mileage rate. Written requests for mileage reimbursement made by the fifth (5) of November, January, April, June, and August shall be paid by the thirtieth (30) of those months.

ARTICLE 9 PAYROLL DEDUCTIONS

- 9.01** Deduction of yearly dues and fees shall be authorized for payroll deduction to the Treasurer by the teacher for the following:
- A. Portsmouth City Teachers Association
 - B. Ohio Education Association
 - C. National Education Association
 - D. Southeast Ohio Educational Association
 - E. Affiliated organizations of the Ohio Education Association as found on the yearly enrollment form
 - F. Insurance (cancer and disability) from companies involved as of July 01, 1986

- G. Savings Bonds
- H. Annuities (See Article 13)
- I. Credit Union
- J. EPAC (See Article 23)
- K. Mandatory municipal, state, and federal taxes
- L. IRA's
- M. United Way
- N. Red Cross
- O. Service Credit
- P. Ohio Tuition Trust
- Q. Ohio Deferred Compensation

9.02 Membership dues: Membership dues shall be deducted from the payroll check during the months of November through August.

9.03 Deductions shall be transmitted to the proper agency for the total amount of the Deduction.

9.04 A signed authorization permitting the deduction must be on file with Treasurer by October 15 of each year if payroll deductions are to be made that school year (excluding items F, G, H, I, K, L, M, and N).

9.05 If for any reason the Treasurer fails to make an authorized deduction, that deduction will be made from the employee's next pay in which such deduction is normally deducted after the error has been reported in writing.

9.06 The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction process that are beyond the control of the Treasurer.

9.07 In the event that an employee severs employment from the district prior to the end of the school year, the Treasurer shall deduct remaining annual dues from the employee's last check.

9.08 The authorization for payroll deductions for the Association dues will remain in effect from year to year unless canceled in writing by the teacher during the first fifteen workdays of any school year. Letters of cancellation must be written to both the Association and the Treasurer. The treasurer of the PCTA shall notify the Treasurer of the PCSD by October 15, of each year of the dollar amount of the combined dues of the PCTA/OEA/NEA.

9.09 Purchase of Qualifying Service From STRS: The Treasurer will withhold payments for the

purchase of qualifying service or restoration of withdrawn STRS credit. This will be done only after a final decision has been made between the teacher and STRS. The teacher must meet with the Treasurer to set up the withholding schedule. Equal sized deductions shall be made from each pay for a period of time not to exceed two (2) years. The Treasurer shall forward the money to the STRS in an appropriate manner.

ARTICLE 10 PAY PERIODS

- 10.01** Each teacher's gross annual pay will be divided by twenty-six (26) and authorized deductions will be subtracted from that amount. Paychecks will be issued on every other Friday unless that day is a holiday, in which case the payment will be on the previous day.
- 10.02** After the adoption of the school calendar, there may be a need to adjust the pay periods due to a twenty-six (26) year equality 364 days and a calendar year equaling 365 or 366 Days.
- A. To adjust the pay periods, the Treasurer may utilize a pay period of up to three (3) weeks provided eight (8) weeks prior notification of this is given to all teachers.

ARTICLE 11 ELECTRONIC/DIRECT PAYCHECK DEPOSIT

- 11.01** All certified employees, including part-time employees and substitutes, shall have the Board's Treasurer electronic direct deposit paychecks into a savings and/or checking account of the teacher's choice. Check receipt stub shall be emailed on the day of pay. Receipt of deposit will be sent electronically to the teacher's school email account on the day of the pay. Upon written request, teachers may have a paper check receipt of check stub sent to their building mailbox, or it may be picked up from the Treasurer's office.

ARTICLE 12 RETIREMENT SEVERANCE PAY

- 12.01** Retirement severance pay will be granted to each teacher who actually retires from the

District and who applies and qualifies for retirement under STRS. Payment for retirement severance will be based upon one fourth ($\frac{1}{4}$) of two hundred forty (240) days or less of sick leave days accumulated at the time of retirement times the daily rate of pay on the teacher's last full day of work. Employees who have reached, at retirement, two hundred forty (240) days will be awarded an additional eight (8) days which will yield two (2) additional days of severance pay.

- A. Payment will be made within sixty (60) days after the actual retirement date. Consistent with applicable tax regulations and the written request of the employee, which request must be received by the Board's Treasurer prior to or promptly upon retirement, such payment may be allocated to a tax-sheltered annuity.

12.02A teacher may, upon retirement, sign a form in the personnel office permitting the Treasurer to adjust the percentage of federal withholding tax on severance pay and/or final pay-off salary.

ARTICLE 13-A TAX SHELTERED ANNUITIES

13.01A The Board will cooperate with its employees to permit participation in a tax-sheltered

annuity program through a payroll deduction plan according to the following rules and regulations:

- A. Individual contract annuities containing the "tax-sheltered" feature, defined in Section 403 (b) of the Internal Revenue Code of 1954 as amended and in Section 3917.04 Ohio Revised Code 1967 may be purchased by employees from insurance companies which are licensed to do business in the State of Ohio. The number of companies may be limited by the capacity of the hardware and/or software.
- B. Each employee assumes sole responsibility in the selection of the company from which he/she wishes the annuity be purchased. After an annuity agreement is authorized, up to two (2) changes may be executed within any calendar year with appropriate written notice to the Treasurer. The deadlines for executing a change shall be February 15 and August 15, and any such change shall be effective with the first regularly scheduled payday of the next following month.
- C. The following documents must be properly completed and filed in the office of the Treasurer:
 - a. Salary Reduction Agreement - The effective date shall be the first day of the month of which the salary reduction is applied to the premium.
 - b. Copy of Retirement Annuity Application Form of insurance company showing beginning date of premium and the amount of monthly premium.
 - c. Premiums will be limited to a minimum of \$5.00 per month. The insurance company will be responsible for computing the exclusion allowance based on

information submitted to it and determining that the premiums are fully excludable from current taxable income and that the individual employee and his tax advisor or attorney will be responsible for the consequences to him under the tax-sheltered annuity program.

- d. Remittance to the insurance company will be made monthly no later than ten (10) days after the beginning of the period to which the premium is applicable. The Board should be billed each month including the name, policy number, and amount of premium due for each employee.
- e. For purposes of calculating the City of Portsmouth Income Tax, where applicable, contributions to Retirement Systems, and absence loss, "salary" shall be considered to be the sum of the gross amount paid the employee and the amount paid for the annuity.
- f. The W-2 withholding statement at the end of the calendar year will show the amount of earnings exclusive of the payments applied toward the purchase of an annuity.
- g. No partial annuity premium payments will be made. If for any reason the premium payments are not sufficient from the salary reduction applicable to any payroll, back payment shall be submitted to the Treasurer by personal payment from the teacher. No prepayment will be made for an employee.

D. STRS "Pick-up" Utilizing the Salary Reduction Method: The Board will implement the

salary reduction method contributions to the State Teachers Retirement System paid on behalf of the employees, at no cost to the Board.

- a. The amount to be "picked-up" on behalf of each employee shall be the appropriate percentage rate set by STRS times the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- b. The "pick-up" percentage shall apply uniformly to all members of the Association.
- c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up"
- d. Payment for all paid leave such as sick leave, special leave, professional leave, and personal leave, but excluding severance pay, attendance incentive, unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract). Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.
- e. Payment for all services rendered including paid leaves will have the salary reduction method applied to the entire amount. Exceptions include but are not limited to severance pay, reimbursement for expenses, and attendance incentive pay.
- f. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this Section D of Article 13 shall be declared null and void.

ARTICLE 13-B EMPLOYER MATCHING CONTRIBUTIONS

13.01B Annuity Program: Beginning in School Year 2020-2021 the Board will match a minimum

\$200 contribution by the member on a dollar for dollar basis up to \$400. The member contributions will defer taxes until retirement withdrawal.

- A. The Board will match a minimum \$200 contribution by the member on a dollar-for-dollar basis up to \$400.
- B. The deadline to sign up for the annuity program for a school year in order to receive Board matching amount:
 - a. An individual already employed: August 15.
 - b. A new employee: The first day of employment
- C. Requests for changes in the amount of contribution or the company contributed to must be done by:
 - a. August 15 for a change to commence in September contributions
- D. The Board may limit the number of financial companies participating in the program to the extent permitted by law.
- E. The Board's matching contribution will be made to the participating financial company on the second pay of March and/or the second pay of August asz the member meets the matching requirements.
- F. Eligibility for the annuity program shall be limited to full-time certified employees.
- G.
- H. Upon separation from the District the Board's matching contribution will be made on the last pay of employment to the participating financial company if matching requirements are met.

ARTICLE 14 CALAMITY PROCEDURE

14.01 When calamity forces the closing of school for students, the district will follow State policy. Teachers shall not, with no loss in pay, be required to report to work. When openings are delayed for the students, teachers shall report to work thirty (30) minutes before school is to open.

- A. A calamity is defined as a closing necessitated by outside influence such as, but not limited to weather.
- B. Time lost due to calamity is required to be made up by State regulations and shall be made up without additional pay.

ARTICLE 15 ASSOCIATION RIGHTS

- 15.01** The PCTA and their OEA and NEA representatives shall have the right to use school buildings for meetings. Notification of the use of school premises will be made at least one (1) hour in advance; the Association assumes liability for any damages to the premises should they occur and to bar the custodial overtime costs should that occur.
- 15.02** Only authorized representatives of PCTA, OEA, and NEA shall be permitted to transact official association business on school property providing this shall not interfere with or interrupt normal instructional programs in keeping with provisions of building policy.
- 15.03** The Association shall have the right to use school facilities and equipment including, but not limited to, copy machines, computers, telephone (toll calls shall be paid for by the Association), calculating machines, and audio-visual equipment as long as it does not interfere with school business. The Association is responsible for the use of equipment and is liable for breakage should it occur and for paper and material costs should school supplies be used.
- 15.04** The Board shall provide a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of association concern on such bulletin boards.
- 15.05** The Association may use the building mailboxes provided each teacher in the system.
- 15.06** PCTA representatives shall have the right to attend all regular and public Board of Education meetings and shall be permitted to speak prior to the Board's vote on any agenda item at all said meetings. The Association President will receive a complete copy of the Board Agenda by 3:00 p.m. on days prior to all Board Meetings. The President agrees that no one other than members of the Representative Assembly will have access and that the information will not be "leaked" to the media.
- 15.07** The Association representative shall be given time during all building meetings of the instructional staff to make routine association announcements when time permits.
- 15.08** Names and addresses of newly employed staff members will be made available upon request to the Association.

- 15.09** The PCTA President or his/her designee shall be allowed to speak at the orientation meeting for new teachers. The PCTA may pay the cost of the meal for the PCTA President or his/her designee at the orientation meeting.
- 15.10** The Association will be allowed to purchase consumable supplies from the Board if a request is made at the time of the Board's normal requisition deadline. All supplies ordered by the association must be accepted if ordered.
- 15.11** The administration will provide the PCTA with three (3) copies of the school directory.
- 15.12** A Labor-Management committee shall be established. The committee shall consist of the Superintendent and three (3) administrators appointed by the superintendent, the PCTA President and one (1) representative from each building (if they have an agenda item) as selected by the PCTA president. The committee will meet once a month or more or less often if mutually agreed. The Superintendent and the PCTA President will establish the schedule of meetings.
- 15.13** The Board hereby leases to the Association office space on an annual basis for the sum of one dollar (\$1.00) per year. This lease shall be renewed automatically every year unless either the Board or the Association gives written notice to the other party six (6) weeks before the annual expiration date, stating it wishes not to renew the lease.
- 15.14** Upon request of the Association President, the Association shall within five (5) workdays, be provided public documents that are prepared in the normal course of the District business.
- 15.15.** An Association representative involved in the representation of a bargaining unit employee will not suffer any loss of pay for time spent in such representation.
- 15.16** The Association President shall be supplied with one (1) copy of the complete School Board Policies and any addenda, thereto.

ARTICLE 16

FAIR DISMISSAL PROCEDURE

16.01 Non-Renewal of a Regular Limited Contract: Non-renewal of a teacher's regular limited contract shall follow Section 3319.11 and related provisions of the Ohio Revised Code (ORC).

16.02 Termination of a Contract: Termination of a teacher's contract shall be according to Section 3310.16 and related provisions of the ORC.

16.03 Time Frames: Time frames used in non-renewal and termination will follow the requirements of the ORC.

16.04 Fair Dismissal Procedure:

- A. **Just Cause:** No bargaining unit member will be disciplined without just cause. Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee an opportunity to correct behavior.
- B. **Privacy of the Reprimand:** No employee will be verbally reprimanded in the presence of any other employee, students, parents, or any non-certified employee.
- C. **System of Discipline:** The following system of progressive discipline will normally be followed:
 - a. *Verbal warning* - Documented verbal warning (Appendix VII) and a conference with the building administrator, during which the administrator will notify the teacher that this step initiates the discipline procedure. The memorandum will not be placed in the teacher's personnel file. At least a 24-hour advanced notification of the meeting will be given which may be waived with the mutual agreement of the teacher and administrator.
 - b. *Written reprimand* - Written reprimand and conference with the building administrator. This written notice will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations will result in further disciplinary action. At least a 24-hour advanced notification of the meeting will be given which may be waived with the mutual agreement of the teacher and administrator.
 - c. *Suspension without pay* - Suspension by the Superintendent without pay, with written notice of such and a conference with the Superintendent. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.
 - d. *Termination* - Termination in accordance with Section 3319.16 or the ORC as specified in Section 16.02 above.
 - e.
- D. The severity and relevant circumstances surrounding the bargaining unit member's action(s) will determine the appropriate discipline, and it is recognized that one or more of the preliminary steps preceding termination may be bypassed in a particular case. If more than 24 months have lapsed between any step of the progression, it may not be used as part of the progression.
- E. An Association representative will be permitted to attend any investigatory interview of a member in which disciplinary action is being contemplated against the member. If the teacher chooses not to have Association representative, one (1) Association representative may still attend the hearing.

- F. Any disciplinary action, other than termination, may be appealed through the grievance procedure.
- G. No reprisal of any kind shall be taken against any participant in the Progressive Discipline Procedure.

ARTICLE 17B TEACHER'S PROFESSIONAL EVALUATION

PHILOSOPHY

- A. The evaluation process is a cooperative effort between teacher and administrator designed to maintain, enhance, and improve instruction, teaching performance and student learning; therefore, the evaluation process should be continuous and encourage the development and retention of quality teachers. The teacher is essential to a quality education program.
- B. The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement. A bargaining unit member may grieve a violation of the evaluation process.
- C. The teacher performance Evaluation Rubric is intended to be scored holistically. This means that evaluations will assess which level provided the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minutes observation and post-conference. The evaluator is to consider evidence (not hearsay) gathered during the pre-observation conference, the formal observations, the post-observation conference, and the classroom walk-throughs in addition to accepting further evidence by the teacher. *A pre-observation conference is recommended but not required.* When completing the performance rubric, please note that the 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 must use evidence collected during the pre-observation and post-observation conferences as well as information for an Improvement Plan where applicable.
- D. It also must be noted that although school boards are required by statute (ORC 3319.111(A)) to adopt a standards-based evaluation policy, it must also be remembered that the legislative sands will no doubt continue to shift. A law that has already been twice amended will likely be the subject of further proposed amendments either in a forthcoming budget bill or other legislation.
- E. The evaluation policy should neither provide more specificity than what is expressly required by statute nor offer greater detail than what is contained in the framework for the evaluation developed under ORC 3319.112 or additional sections related thereto. The specific terms and conditions of the teacher evaluation system shall be dealt with in

regular contract negotiations and these methods shall continue to be governed by the collective bargaining agreement.

17.01 Evaluation Procedures: No evaluative instrument or procedure is effective unless the philosophy, objectives, special procedures and resulting ultimate consequences are understood and adhered to by all concerned.

17.02 Results of Value Added Analysis:

- A. Consistent with applicable law, the Board will ensure the confidentiality of the information and data related to each participating bargaining unit member and student.
- B. The Board will ensure that the value-added information and data are shared only for the intended purposes of research and student improvement in a manner that, consistent with applicable law, maintains the confidentiality of the information and data as they relate to bargaining unit members and their students.

17.03 Guidelines:

- A. Each teacher at the beginning of employment and each evaluation year shall be thoroughly advised as to the evaluative procedures and provided all necessary instruments.
- B. There shall be periodic observations and conferences concerning the teacher's professional service prior to final completion of an official appraisal form. The evaluation shall cover all aspects of the teacher's professional service and not merely classroom observation reports.
- C. Formal evaluation of the teacher's activities shall be conducted openly with the teacher's full knowledge and awareness. Items to be placed in the teacher's permanent file shall be discussed in a conference between the teacher and the evaluator and shall be signed by the teacher to signify his/her notification that the item will be placed in the file. The teacher's signature does not necessarily mean that the teacher agrees with the content or substance of the item. Each teacher shall be provided a copy of any evaluation report.
- D. Each teacher shall be provided definite, positive assistance to correct professional difficulties or deficiencies and the reasonable opportunity to incorporate the recommended changes. Evaluation shall continue periodically throughout the teacher's service on an adopted procedural schedule which recognized the need for more intensive supervision in the early years of teaching service.
- E. A written resume of the conference shall be provided including the following information: Date conference was held, who requested the conference, who attended the conference, major issues discussed, understandings and positions established, assistance requested and by whom, offers of assistance and by whom, follow-up information and suggested signed by all parties involved, each to receive a copy. Provision shall be made for all parties to add individual comments and a statement preceding the signatures that reads, "By

signing this document it indicates that I have had the opportunity to read its contents and have received a copy, of the same, it does not necessarily indicate I agree with the contents in part or whole.”

- F. The evaluator* is to make a minimum of two (2) thirty-minute observations yearly of each staff member who is in his/her first (2) years of employment with the District and holds a limited contract. The evaluator* is to make a minimum of two (2) thirty-minute observations of each staff member who may be eligible for a continuing contract (Ref. Article 25). The administrator is to use an approved observation form. A signed copy shall be provided to the teacher as well as a provision for comments of the teacher, points of consensus of the teacher and administrator, and signatures of both parties. The follow-up conference will be arranged within 48 hours of each observation. Discussion will be centered on the observation and related information, i.e. lesson plans, self-evaluation, general goals, and objectives, etc.
- G. Staff members identified below will have a minimum of one (1) thirty-minute observation Annually:
 - a. Staff members new to the building
 - b. Staff members having a change in assignment/s
 - c. Staff members who have not been evaluated within the past three (3) years. These staff members will be evaluated on a three (3) year rotating schedule.
 - d. Principal additions for evaluation
- H. The evaluation procedure may be grieved, but the evaluation itself and the content of the evaluation is not grievable.
- I. When revisions are considered in regards to the evaluation form, a committee comprised of three (3) staff members appointed by the PCTA president and three (3) administrators appointed by the Superintendent shall be formed to review and/or recommend revisions. All forms and procedures must be approved by the PCTA and become part of the contract.
- J. A written report of the results of the evaluation, justification for “needs Improvement” (on Level of Performance), and specific recommendations regarding any improvements needed in the performance of the teacher being evaluated will be created and given to the teacher. The District will make suggestions and explore opportunities by which the teacher may obtain assistance in making such improvements.

17.04 Procedural Schedules of Evaluation:

The evaluator can be (a) an administrator or (b) an educational supervisor. OCR 3319.111(A). Special circumstances may dictate the scheduling of an evaluation program for any teacher. Formal evaluation reports on all teachers being evaluated are due to the Personnel Office no later than April 1. Any teacher may request a formal evaluation at any time.

STEPS	ACTION	DATE
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Teachers in their first two (2) years of employment with the District and hold a limited contract, or teachers eligible for continuing contract status:

- | | | |
|-----------|--|--|
| 1. | The principal and director are responsible for group or individual orientation and review of adopted evaluation forms, procedures and sequential steps and begins observation of teacher's performance | Completed by
September |
| 20 | | |
| 2. | Continue and/or observation of a teacher's performance. Principal, supervisor, and teacher mutually establish goals completed for improvement, worksheets and discuss aids and resource people to be utilized as needed. Teachers are encouraged to make specific use of the worksheet for self-evaluation. Other areas of improvement may be established as needed throughout the year. | First appraisal
Completed by
November 1 |
| 3. | Continue and/or observation of a teacher's performance. | Second appraisal
Completed by
March 15 |
| 4. | Additional appraisal if needed, and formal evaluation Reports are completed, reviewed and signed by the teacher, principal and supervisor. A conference will be held between teacher, principal and supervisor. | by April 10 |

Tenured staff members or other staff members identified in the Guidelines Section, Item #7.

- | | | |
|-----------|---|--|
| 1. | The principal and director are responsible for group or individual orientation and review of adopted evaluation forms, procedures and sequential steps and begins observation of the teacher's performance. | Completed by
September |
| 20 | | |
| 2. | Observation of teacher's performance | Annual appraisal
Completed by
April 1 |

PURPOSE

- I. The purposes of teacher evaluation are:
 - A. To serve as a tool to advance the professional development of teachers.
 - B. To improve instruction

- C. To assist teachers and administrators in identifying and developing the best educational practices in order to provide the greatest opportunity for student learning and achievement.

APPLICATION

- A. 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 (ORC) 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 ORC 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 ORC who spend at least fifty (50%) percent of their time providing student instruction.
 - e. Full-time teachers who do not meet the definitions above will be evaluated using the forms and procedures currently in the contract under Article 17B.

EVALUATORS

- A. An evaluator must be a full-time, credentialed contracted employee of the District and be either Principal or Assistant Principal, in the building where the teacher gives instruction.
- B. The person who is responsible for assessing a teacher's performance shall be:
 - a. The teacher's immediate building principal or assistant principal for those teachers with an expected level of student growth or a below-expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - b. An evaluator within their immediate building will be selected by the teacher for those teachers with an above-expected level of student growth on the student growth measure dimension of the evaluation procedure. (As stated in ORC 3319.111, C.2)
- C. In assessing a teacher's performance, evaluators will not make judgments or otherwise discriminate on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

EVALUATION COMMITTEE

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee (a.k.a. Evaluation Policy Consultation Committee as stated in Board Policy, for

the purpose of establishing the policy, procedure, and process, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure, and process, for the evaluation of teachers in the District.

B. Committee Composition

- a. The committee shall be comprised of four (4) Association members appointed by the Association president and four (4) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

C. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee will receive training in the state adopted evaluation framework as it applies to the standards for the teaching profession prior to beginning their work.
- c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - i. One task of the committee shall be to determine those conditions that would likely have an adverse impact on Student Growth Measures (SGM), such as the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
- d. Members of the committee will receive \$50.00 per meeting, one meeting per nine-weeks, for the committee work and training.
- e. This committee will have the ability to address their own by-laws and operational processes.

D. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure, and process for teacher evaluation.
- b. The committee will not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. If changes are found to be necessary, those changes will be brought to the attention of the committee, discussed and, if approved, brought to the Board and the Association for ratification.
- d. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

ORIENTATION/TRAINING

- A. Prior to the first pre-conference, every teacher will be briefed on the evaluation procedure and given notice as to who will be their evaluator. Training will occur annually and shall include the tool, the process, methodology, and the use of student growth scores.
- B. Evaluators: In assessing a teacher's performance, evaluators will not make judgments or otherwise discriminate on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism, or political standing.

CRITERIA FOR PERFORMANCE ASSESSMENT

- A. A teacher's performance will be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument agreed upon by the Committee and in accordance with ORC 3319.111 and 3319.112.
- B. No teacher will be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walk-throughs that are set forth in this agreement.
- C. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping on public address or audio systems or similar surveillance devices shall be strictly prohibited. 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. (Except in the specific Resident Educator guidelines). No misleading, inaccurate, untimely or undocumented information will become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

OBSERVATIONS

A. Schedule of Observations

- a. A minimum of two (2) formal observations will be conducted to support each performance assessment. A formal observation will last a minimum of thirty (30) minutes. All teachers will be observed twice during the school year, once between the dates of September 15th to two (2) days before Christmas break, and once between the dates of four (4) days after Christmas break to May 1st. The teacher must agree to a schedule-date on all formal observations.
- b. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the ORC, the Board will perform a minimum of three 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.
 - i. If deficiencies are noted on any or all of the observations, the evaluator must have a conference within five (5) days of the observation and discuss

the deficiencies and a specific plan to address those areas. There must be ample time between observations in order for the teacher to comply with the aforementioned plan.

- c. After the overall or final post-conference meeting, the teacher will have two (2) days to review the score and make any additions of evidence to that score. The evaluator can make changes to that score based on evidence and submit it to the teacher no later than May 3rd.
- d. Teachers rated "Accomplished" on the most recent evaluation will be evaluated once every three (3) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. If it is the year for their evaluation, they will be notified by September 1st, in order to choose their evaluator for the upcoming year.
- e. Teachers rated "Skilled" will be evaluated every two (2) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. If it is a year of their evaluation, they will be notified by September 1st.
- f. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one informal observation of the teacher and hold at least one conference with the teacher.
 - i. This also applies to teachers who received an accomplished/skilled rating in 2013-2014.
 1. Teachers will be observed for a maximum of thirty (30) minutes; the visit may be unannounced
 2. Evidence shall only be used with building level walk-through format and will not become part of a teacher's evaluation record
- g. If an observation must be canceled due to any emergency situation or unforeseen circumstances arising, then the pre-observation conference must be repeated prior to the evaluation taking place. This situation will only be allowed once. If it happens a second time the incident will be reported to the Superintendent or the Board for further action.

B. Observation Conference

- a. All formal observations may be preceded by a pre-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. This will be conducted no earlier than two (2) days before the observed lesson.
- b. A post-observation conference will be held no later than ten (10) working days after each formal observation and will be used to inform the teacher of observed and noted instructional practices that are aligned with the Standards for the Teaching Profession.
- c. Pre and post-conferences will occur during the regular school day with a mutually agreed upon time.
- d. Pre and post-conferences will only occur during the regular school hours as stated in the PCTA agreement. Any teacher who covers a class for the purpose of a pre/post-conference will be compensated \$20.00 per event.

- e. If a teacher has any disagreement in the scoring of the performance section of the evaluation, they can request the evaluators scripted notes to verify, or contradict, the score. If, within two (2) school days, documentation can be produced that shows contrary to the scripted notes then the evaluator and the teacher will reconvene the meeting to discuss a possible change in scoring.
- f. By the end of the post-conference, the teacher and the administrator will have reached a consensus on the evidence provided. If documentation can be produced that shows contrary to the scripted notes, the evaluator and the teacher will reconvene to discuss a scoring change.

C. Walkthroughs

- a. A walkthrough is a formative computer-generated form that focuses on the Standards for Learning
- b. A classroom walkthrough is NOT:
 - i. Formal observation
 - ii. **ARTICLE 9 FRINGE BENEFITS**
 - iii.
 - iv. A. Health Insurance
 - v.
 - vi. The Board of Education shall offer a high-deductible group health insurance plan with an associated health savings account.
 - vii.
 - viii. 1. Eligibility for Coverage
 - ix.
 - x. Such coverage shall be available to all those unit members employed on a contract of at least .50 or more full time equivalent (FTE) whose pay is based on the certificated salary schedule who elect it. Only one family premium would be paid by the Board per family unit.
 - xi.
 - xii. Notwithstanding the above, for the 2019-20 school year, if the spouse of a member has insurance available through the spouse's employer, and the spouse withdraws from coverage under the Districts insurance plan, the member shall have deposited a monthly stipend for one year in the amount of one hundred dollars (\$100) into the member's health savings account.
 - xiii.
 - xiv. Notwithstanding the above, for the 2020-2021 school year, if the spouse of a member has insurance available through the spouse's employer, and the spouse withdraws from coverage under the Districts insurance plan, the member shall have deposited a monthly stipend for one year in the amount of seventy five dollars (\$75.00) into the member's health savings account. If the spouse does not withdraw from the District's plan, the member will pay a surcharge on the monthly premiums in the amount of one hundred and fifteen dollars (\$115.00) per month.
 - xv.

- xvi. Notwithstanding the above, for the 2021-2022 school year, if the spouse of a member has insurance available through the spouse's employer, and the spouse withdraws from coverage under the District's insurance plan, the member shall have deposited a monthly stipend for one year in the amount of fifty dollars (\$50.00) into the member's health savings account. If the spouse does not withdraw from the District's plan, the member will pay a surcharge on the monthly premiums in the amount of one hundred and fifteen dollars (\$120.00) per month.
- xvii.
- xviii. 2. Payment of Premiums
- xix.
- xx. a. Except as otherwise provided in paragraph 1, the Board contribution for these benefits shall be limited to 85% of the monthly payment of the premiums for all eligible full time unit members who elect such coverage. Full time is defined as a unit member employed on a two thirds or .67 or more of a full time equivalent (FTE) contract.
- xxi.
- xxii. b. Unit members employed on a contract of .50 but less than .67 shall receive 50% of the full time benefits provided in 9.01(3)(A) above.
- xxiii.
- xxiv. 3. The deductibles for the Plan will be \$2,700 single and \$5,400 family.
- xxv.
- xxvi. 4. The Board will contribute a total of 50% of the deductible (single or family) in the 2019-2020 school year, 48% in the 2020-2021, and 45% of the deductible (single or family) in 2021-2022, into a health savings account on behalf of the eligible, active employees, annually, to help offset the deductible. Board contributions will be made in pro-rated installments in January, June and August. In the event an employee exhausts the funds prior to the deposit of the Board's next payment, the employee may request an acceleration of the Board's next payment. Only amounts payable in the same plan year may be accelerated. After verification from the health insurance carrier, the Superintendent shall approve the accelerated payment. If the health insurance carrier is unable or unwilling to provide verification, the employee's request shall be granted.
- xxvii.
- xxviii. 5. Carrier
- xxix.
- xxx. Carrier will be determined by the Board; however, no change of carrier will take place without prior discussion with the Association. Benefits, coverage, and eligibility requirements shall be equal to or better than the

- xxxi. previous carrier as defined in the Certificate of Coverage unless the Board and the Association agree otherwise.
- xxxii.
- xxxiii. 6. Cards with contact numbers to deal with problems directly related to plan coverage will be provided to each Chillicothe City School bargaining unit member.
- xxxiv.
- xxxv. 7. Health Insurance Opt-Out Incentive Plan
- xxxvi.
- xxxvii. Any employee who declines to take the Board offered health insurance plan will be compensated \$2,400 for employees who are eligible for a family plan and \$1,200 for employees only eligible for a single plan. If husband and wife are both district employees and one selects family coverage the other employee shall be considered as having opted out on single plan coverage and shall receive the \$1,200 compensation. Members who would be otherwise eligible shall be considered as having opt out on family plan coverage and shall receive \$1,200 compensation with single coverage. If at least forty (40) members participate, the members eligible for opt-out above will be compensated \$2,000.00 annually.
- xxxviii.
- xxxix. The following attributes are included in this program:
 - xl.
 - xli. a. In order to qualify for this compensation the employee must make a request in writing to the Treasurer and state that they have health insurance coverage through their spouse or elsewhere. Eligible employees must complete twelve (12) continuous months of non- coverage (September 1 through August 31) before they become eligible for the opt-out payment. The written request must be made by August 1 of each school year and is offered each year that the employee declines coverage. Payment for the opt-out incentive will be included in the affected teacher's regular August 20th pay.
 - xlii.
 - xl.iii. b. The Board agrees to pick up employees on Board provided coverage within thirty (30) days of written request by the employee indicating a voluntary or involuntary loss of coverage elsewhere. Coverage under the Chillicothe plan shall be retroactive to the date of loss of prior coverage elsewhere provided that the employee makes the election for coverage under the school district's plan within thirty (30) days from the date of the event.
 - xliv. c. If an employee chooses number two (2) anytime within the employed year, then all alternative compensation provided by this article will be denied.
 - xl. d. Any bargaining unit member who's alternative insurance is Medicare, Medicaid or the ACA Exchange is not eligible for the opt out.

Additionally, any employee under the age of 26 covered under his/her parent's insurance and who's parent(s) are employed by the District is not eligible for the opt out.

xlvi. e. New employees hired after August 1 who choose the opt-out shall be granted the incentive on a pro-rated basis.

xlvii.

xlviii. f. Any employee who has requested opt-out and leaves the district due to retirement prior to August 31 shall be granted the incentive on a pro-rated basis.

xlix.

I. Insurance Committee

li.

lii. The Insurance Committee will be trained during the term of this contract with Association members being named by the Association and Board members being named by the Board. The Association and Board shall be able to bring consultants as needed. The committee shall be a consultative and educational body for the parties and shall have no bargaining powers.

liii. B. Life Insurance

liv.

lv. The Board shall provide group term life insurance in the amount of \$45,000. The full cost of this program shall be paid by the Board.

lvi.

lvii. C. Dental Insurance

lviii.

lix. The Board of Education shall provide eligible full time members (i.e., .67 or more FTE) with the following program of benefits consisting of fully Board paid individual premiums and 89% of the family premium or 50% of the full time benefit for part time unit members employed on a .50 or more FTE contract for the following benefits:

lx.

lxi. 1. Base
Plan Benefits

lxii.

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ucti	ble
ble	(Per
(Per	Cale
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Year
)

Year
)

None

None

\$25

\$50

To encourage early detection of dental disease and to

ixiii. participants a benefit from the plan each year, the deductible is waived
ixiv. and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

ixv.
ixvi. Calendar Year Maximum (for all Class I, II, & III expenses) - \$1,500 per person

ixvii.
ixviii. Orthodontic Lifetime Maximum (for all Class IV expenses) - \$2,000 per person

ixix.
lxx. 2. Summary of Coverages
lxxi. Class I Preventive & Diagnostic - 100%

Routine Oral Exams - once every 6 months

lxxii. Teeth Cleaning- once every 6 months
Fluoride Treatments - once every 12 months
Emergency Pain Treatments

lxxiii. Space Maintainers
Diagnostic X-Rays Tests and Lab Exams

lxxiv.
lxxv. Class II Basic Restorative- 80%

lxxvi.
lxxvii. Fillings - Amalgams, Silicate,
lxxviii. Acrylic Root Canal Therapy

- lxxix. Treatment of Gum Disease
- lxxx. Repair of Bridgework & Dentures
Extraction and Oral Surgery
- lxxxi. General Anesthesia only if medically necessary
- lxxxii.
- lxxxiii. Class III Major Restorative- 60%
- lxxxiv.
- lxxxv. Inlays, Onlays, Gold Fillings, or Crown Restorations Initial Installation of Fixed Bridgework
- lxxxvi. Installation of Partial or Full, Removable Dentures
- lxxxvii. Replacement of Existing Bridgework or

Dentures Class IV Orthodontia - 60%

- lxxxviii. Full Banded Orthodontic Treatment
- lxxxix. Appliances for Tooth Guidance
Appliances to Control Harmful Habits
- xc. Retention Appliances - Not in connection with full banded

treatment Note: Orthodontic benefits are not subject to an annual deductible.

xc. **D.** Vision Insurance

- xcii.
- xciii. The Board of Education shall provide vision insurance paid by the Board. the following program of benefits consisting of Board paid premiums, per individual employee, equivalent to a single premium up to a maximum of \$8.50 for the following benefits:

- xciv.
- xcv. Plan Basics: The plan allows an exam, a pair of lenses and a frame once every twelve or twenty-four months as shown below. Contact lens allowance replaces benefits for lenses and frame. Exam and materials deductibles, if any, are also shown below along with premium rates.

- xcvi.
- xcvii. Deductibles:
- xcviii.
- xcix. Exam \$10 deductible
 - c.
 - ci. Basic lenses (single, bifocal, trifocal) \$10 deductible
 - cii.

- ciii. Participating Provider or Panel Schedule of Benefits: Reimbursement is made directly to the participating provider. Exams and basic lenses with no lens extras are covered in full after the deductibles are paid, if any. "Basic lenses" means one pair of single vision bifocal or trifocal lenses in glass or plastic. Frames are covered up to the allowance, after deductibles are paid. The materials deductible does not apply to contact lenses and lenses and frames received during the same visit are subject to one materials deductible only.
- civ.
- cv.
- cvi. Retail Frame Allowance:
- cvii. Elective Contacts (in lieu of eyeglasses only): Medically Necessary Contacts:
- cviii. Covered Extras:
- cix.
- cx. \$80.00
- cxii. \$130.00
- cxiii. Covered (w/approval) Pink #1 & #2 Solid Tints Ground-in Prisms
- cxiv.
- cxv. Indemnity or Non-Panel Schedule of Benefits: Reimbursement made directly to the member based on submitted paid receipts. Deductibles apply and lenses are per pair.
- cxvi.
- cxvii. (See complete vision plan for all details)
- cxviii. Contact Lenses (in lieu of eyeglasses only):
- cxix.
- cxx.
- cxxi. Cosmetic Contacts Necessary Contacts
- cxxii.
- cxxiii. \$80.00
- cxxiv. \$160.00
- cxxv.
- cxxvi. "Gotcha" opportunities for supervisors or evaluators
- cxxvii. Isolated event
- cxxviii. Shortcut to the observation protocol required as part of the teacher evaluation process
- cxxix. Performed arbitrarily
- cxix. Conducted without being in full sight of the classroom teacher
- c. The walkthrough will be at least five (5) consecutive minutes, but not more than 15 consecutive minutes in duration.
- d. If deficiencies are noted, a formal debriefing will occur no later than two (2) days after the walkthrough.
- e. The teacher will be provided a copy of the completed walkthrough form.

- f. No less than two (2) but no more than four (4) walkthroughs shall be included in each yearly evaluation cycle that has been performed by the assigned evaluator.
- D. Remediation of Deficiencies Identified During Observations and Walkthroughs**
- a. Formal observations and walkthroughs resulting in the identification of performance deficiencies will be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator will be compiled and reported in writing and a copy of the written report will be provided to the teacher at the post-observation conference or formal debriefing.
 - i. The evaluator involved will make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
 - ii. The evaluator and teacher will develop a plan for remediation or identified deficiencies and such plan will be reduced to writing and provided to the teacher.
 - iii. The improvement plan, as outlined in this section will detail:
 - 1. Performance issues documented as deficient
 - 2. Specific performance expectations
 - 3. Financial assistance to be provided by the District to support *necessary* professional development of the teacher
 - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies
 - 5. The provision for a trained teacher mentor/coach as appropriate -- the mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan
 - b. If an improvement plan is developed prior to March 15, those identified deficiencies will be reevaluated as part of the performance assessment process for the next observation of that school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan will be deemed completed.
 - c. If an improvement plan is developed after March 15, the plan will be continued into the next school year. The evaluator will provide, in writing, to a teacher any plans for improvement of identified deficiencies and will include ample time for improvement.

FINALIZATION OF EVALUATION

A. Completion of Evaluation Cycle

- a. The summative evaluation of a teacher will be based upon student growth measures resulting from assessments that were administered in accordance with law and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation will acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report will be placed on file, but the teacher's signature should not be construed as evidence that the teacher

agrees with the contents of the evaluation report. The evaluation report will be completed by May 10, signed by both parties, and sent to the superintendent.

- b. Each teacher assigned an evaluation rating of *Accomplished* on the teacher's most recent evaluation conducted under this article will be evaluated once every three (3) school years. In that case, the evaluation will be completed by May 3 of the applicable school year, and the teacher will receive a written report of the results of the evaluation by May 10 of that school year. Each teacher assigned an evaluation rating of *Skilled* on the teacher's most recent evaluation conducted under this article will be evaluated every two (2) years. In that case, the evaluation will be completed by May 3 of the applicable school year.
- c. A teacher may request no more than one (1) additional formal observation at any time in addition to those required by this procedure per evaluation cycle.

B. Response to Evaluation

- a. The teacher will 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, will be provided to the teacher.
- b. The Portsmouth Board of Education will provide all teachers identified as "ineffective" the means and methods to improve their performance in the classroom.
- c. The policy of the Portsmouth Board of Education shall follow the collective bargaining agreement to non-renew/terminate the employment of a teacher.

C. Student Learning Objectives and Growth Measures

- a. An instructional period is based on the teacher's instructional time with the students for the school year.
 - i. Teachers teaching subjects with value-added data only will use only value-added data for student growth measure.
 - ii. Teachers teaching subjects without value-added data will use only data collected by Student Learning Outcomes (SLO) for student growth measures.
 - iii. Teachers teaching subject areas with a combination of both value-added data and Student Growth measures will calculate the percentage of time designated to each area. After the calculation has been made to determine the amount of time designated to each subject area, a weighted scale will be used to show growth.
- b. Student Growth Measures will be determined by grade level/department teams using multiple growth measures including pre/post assessments, locally developed and/or performance-based assessments and/or portfolios.
- c. Grade level teams/department teams will develop one (1) Student Learning Objective (SLO) in the area of their respective teaching field. Teachers may choose to develop additional SLO's for selected group(s) if they deem necessary.
- d. The District will provide professional development and release time to write SLO and Growth Measures. Student Growth Measures will be graded and measured within the teacher's own grade level teams/departments. Teachers may grade/score/record their own growth measures. The Board will allow release time

- to grade/record/score data. A weighted scale will be used to show growth. Final growth tabulations will be turned into evaluations by May 1st, of each year.
- e. Students must be in attendance from October Count until after State testing to be included in the date.
 - f. Student must participate in the Pretest/Growth Measures
 - g. Students that miss the PSCD Board Policy attendance (21 days High school/Jr.High/Elementary) will not be included in the growth measure final tabulations.
 - h. Students that mainstream but are on alternative test will not be counted in growth measure.
 - i. Students with an individualized instruction plan (IEP) will be tabulated as follows:
 - i. Fully included students in the classroom may count on both the intervention specialist/classroom teachers' growth measures if accommodations are made on the growth measures as stated in their most current IEP and were provided in the regular classroom.
 - ii. There will be provisions for multiple growth measures for students with cognitive delays that perform significantly below grade level based on their most current IEP.
 - iii. Intervention Specialists will use the Student Learning Objective (SLO) process with measures specific to their instructional setting.
 - iv. In co-teaching situations, students will be linked to the classroom teacher and/or intervention specialists.
 - v. Students who receive special education accommodations outside the regular class (pulled out for individualized instruction on their level) will count only on the Intervention Specialist's growth measures based on the most current IEP.

MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN

- A. The evaluator may provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.
- B. Role of the Mentor Teacher
 - a. The mentor teacher must have a minimum of seven (7) consecutive years of teaching experience in the District.
 - i. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 - ii. The mentor teacher must hold a valid teaching certificate/license.
 - iii. A current classroom teacher.
 - iv. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with staff members.
 - v. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools not to disparage or ridicule.

- vi. The evaluation committee will comprise a list of approved and qualified mentors at the beginning of each school year.
- vii. The mentor will be from the same building and subject or licensure area, if possible.
- b. Release Time
 - i. Each mentor teacher will be granted release time for direct mentoring activities. Release time will be separate from any other release time covered under this agreement and will be coordinated by the building administrator.
- c. Protections
 - i. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher will not be part of that staff member's evaluation.
 - ii. A mentor teacher will not be requested or directed to make any recommendations regarding the continued employment of the teacher.
 - iii. No mentor teacher will be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher will be regarded with confidentiality. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher and will also remove them from future mentoring assignments.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics will be given as a basis for the exercise of this option and said change will occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

REMOVAL OF POORLY-PERFORMING TEACHERS (Ineffective in Student Growth and Teacher Performance)

- A. Teachers of core subject areas as defined by state law, who have received a rating of "ineffective" for two (2) or three (3) of the most recent school years must register for and take all written examinations of content knowledge selected by the ODE beginning with the 2014 school year.
- B. If a teacher passes an examination and provides proof of that passage to the teacher's employer; the employer shall require the teacher, at the teacher's expense, to complete professional development (PD) that is targeted to the deficiencies identified in the teacher's evaluation.
- C. If the teacher receives a rating of "ineffective" on the next teacher's evaluation after completion of the PD or the teacher fails to complete the PD, it shall be grounds for termination under section 3319.26 of the ORC.
- D. If the teacher who takes the examination passes that examination and provides proof to the teacher's employer, the teacher shall not be required to take the examination again

for three (3) years, regardless of the teacher's evaluation rating or the Performance Index Score ranking of the building in which the teacher works.

- E. No teacher shall be responsible for the cost of taking an examination under this section.
- F. The teacher's examination results can be used for developing or revision PD plans in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher's contract shall be made solely on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same examination for at least three (3) consecutive administrations of the examination. The evaluator will expect to observe practices that were addressed in the PD or improvement plan during walkthroughs and observations.

DUE PROCESS

- A. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating will be allowed to request a different evaluator and such request will be heard by the Superintendent.
- B. A teacher will be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending termination.

PERSONNEL ACTION REQUIREMENTS

- A. The evaluation procedure contained in this agreement will 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 and three (3) evaluation cycles have been completed beginning with the 2014-2015 school year.
- B. This section does not preclude the District with regard to any other reason for non-renewal or other employment under State law and this collective bargaining agreement.
- C. The evaluation procedure will not be used for any decision concerning the assignment, re-assignment, or transfer of any teacher.
- D. Any teacher being non-renewed must be notified no later than three (3) school days after the May Board meeting.

FINALIZATION OF EVALUATIONS

- A. Final Written Report
 - a. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report will be given to the teacher and a conference will be held between the teacher and the evaluator.
- B. Value-added data derived from assessments taken in one (1) school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

- C. For teachers not having value-added data, they will develop a list of student assessments that measure mastery of the course content for the appropriate grade level and those will be used for the current year's evaluation rating. (ORC 3319.112(B)(2).
- D. Final scoring will be made using the following:
 - a. Each domain will be scored independently with a score of 104 (Ineffective - 1, Developing - 2, Skilled - 3, Accomplished - 4)
 - b. Each domain that consists of more than one (1) section will be scored by averaging the 1-4 scores of each section of that particular domain.
 - c. Once the ten (10) domains have been scored, those scores will be averaged for the final evaluation score.
 - d. Any score that ends in 0.5 or above will be rounded up to the next highest score.
 - e. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating)
 - i. The Superintendent shall annually file a report to the Department of Education including only the following information:
 - 1. The number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (*Accomplished, Skilled, Developing, or Ineffective*) aggregated by teacher preparation programs and the years in which the teachers graduated. All information and documents obtained through the evaluation process shall be stored and maintained by the District.
 - ii. ORC 3319.111 Ohio Department of Education guidelines shall not permit or require that the name of, or any other personally identifiable information about, any teacher be reported under this division.
 - iii. Districts will be required to enter into ETPES how frequently they will evaluate teachers who received *Accomplished* or *Skilled* ratings the previous year; teacher SGM and evaluation score. The District will only enter information into a reporting system under the guidelines set forth as Option 3 in the current ETPES language (Appendix 10)
 - iv. The District shall submit the final summative rating of teachers' effectiveness to the Ohio Department of Education by May 30th.

ARTICLE 18

REDUCTION IN FORCE (RIF)

- 18.01** Teacher suspension of contract due to either substantial financial difficulty of the District or as authorized under Ohio Revised Code 3319.17: *"1. Where there has been a decline in pupil enrollment; 2. Where regular teachers have returned from a leave of absence; 3. Where schools have been suspended; or 4. Where there have been territorial changes affecting the District"* shall be made following provisions of the Ohio Revised Code Section 3319.17.
- A. Tenured teachers shall be called back in areas of their certification by seniority, then

non-tenured teachers shall receive the same consideration in their areas of certification.

- B. All teachers affected by such a reduction shall continue to receive all insurance benefits at group rates so long as it is approved by the insurance company and provided said teacher pays those rates in advance of Board payment.
- C. A teacher whose name appears on the RIF list shall be offered reemployment to positions for which they are certified in order of seniority at the time they are non-renewed. No new teacher shall be employed by the Board while there are teachers on the RIF list who are certified to teach in any teaching position which is open.
- D. Seniority will be defined as the length of service as a certificated employee under regular contract in this District.
 - a. Service shall include all time on Board approved leave of absence and all time on disability retirement to a maximum of five (5) years
 - b. If two (2) or more teachers have the same lengths of continuous service, seniority will be determined by:
 - i. The date of the Board meeting at which the teacher was hired, and then by:
 - ii. The date the teacher signed his/her initial employment contract in the District, and then;
 - iii. Any remaining ties will be broken by lot
 - c. Thirty (30) days prior to a recommendation being made for a Reduction-in-Force (RIF), a copy of the seniority list will be given to the Association President.
 - d. The Board will no longer be responsible to a teacher dismissed because of RIF when said teacher takes employment with another school district. Said teacher must in writing keep the Board informed of his/her status by April 1 of each year should said teacher desire to be recalled. All rights provided in this provision for teachers with limited contracts that are on recall status shall be limited to thirty-six (36) months.

18.02 Notice of Intent to Reduce Staff/Notice to Association

- A. If the Board contemplates suspending a teaching contract of a member of the bargaining unit for reason of reducing staff, it will notify the Association in writing as soon as the need becomes evident that the suspension is necessary. The written notice will include the specific position to be affected, the reason for the action, and the time at which the suspension will become effective. The Association may, within five (5) days of receiving said notice, request a meeting with the Superintendent. The Association will be given the opportunity to present any information it may have which is relevant to the proposed action of the Board.
- B. If the Board contemplates suspending a teaching contract of a member of the bargaining unit to provide the return to duty of another member of the bargaining unit after leave, it shall notify the Association in writing no later than fifteen (15) days prior to the effective date of the suspension. The written notice will include the specific position to be affected and the time in which the suspension will be effective. The Association may, within five (5) days of receiving said notice, request a meeting with the Superintendent for the

purpose of discussing the need for the suspension(s). The Association will be given the opportunity to present any information it may have which is relevant to the proposed action of the Board.

- a. ***Notice to Individual*** - Any member of the bargaining unit who is to have his/her contract suspended will be notified in writing thirty (30) days prior to the suspension. Such notice will include the reason for the action and time at which the suspension will become effective.

ARTICLE 19

VACANCY, VOLUNTARY & INVOLUNTARY TRANSFER, POSTING, AND PROMOTION

19.01 Vacancy/Resulting Job Opening

- A. For the purpose of this section "vacancy" shall be defined as any bargaining unit opinion in regular teaching duties by reasons of retirement, resignation, leave of absence, death, non-renewal on contract, termination of contract, or creation of a new position. When a "vacancy" is posted and filled by a bargaining unit member already employed by the Board, the position then occurring shall be deemed a "resulting job opening" for the purpose of this section.
- B. In determining the filling of the teacher vacancies/resulting job openings, the administration will give first consideration to present employees who have indicated a desire or willingness to fill that vacancy. In instances where two or more employees have indicated a desire or willingness, seniority will be considered. A long term substitute hired to fill a vacated position during the preceding year will not receive preference over a present employee. (See Article 1 Section 1.01 for definition of long term substitute.)
- C. When a vacancy exists according to 19.01A, the Administration shall cause the position to be posted for five (5) days during the school year and ten (10) days during the summer recess before the Administrative decision is made as to who will fill it. When a resulting job opening exists according to 19.01A., the Administration shall cause the position to be posted for five (5) working days during the school year and ten (10) days during the summer before the Administrative decision is made as to who will fill it. The posting will indicate the location, the position, and any special benefits that are a part of that job. Postings will be done near the sign-in sheet during the school year. During the summer recess, postings will be accomplished by sending the Association officers and building representatives a list of vacancies and resulting job openings on the day they are posted. A copy will be posted in the central office personnel department during the summer recess. In addition, all summer postings will be included in teacher pay envelopes when applicable, or in a separate mailing.

19.02 Voluntary Transfer

- A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire by April 1st with the personnel office.

- B. If a position becomes vacant/open, a teacher may request in writing to be considered for that position prior to it being posted.

19.03 Involuntary Transfers and Reassignment

- A. Involuntary transfers are at the discretion of the Superintendent and may occur when there is a bargaining position opened through retirement, death, leaves of absences or resignations, or non-renewal of contract. Any employee that has voluntarily requested a transfer into that position will be given consideration for that position.
- B. Any member of the bargaining unit who is being involuntarily reassigned or involuntarily transferred shall be notified of such reassignment by the principal. Those being transferred will be informed of the reason for those changes. No transfers will be made for vindictive or capricious reasons. All transfers will be made under certification guidelines. Within fifteen (15) workdays of such notice, such teacher(s) involuntarily reassigned or transferred shall be granted a conference if requested. This conference will be with the Superintendent or his designee and the building administrator for the purpose of discussing the transfer and the reasons for it. At such conference, the teacher may be presented by one person of his/her choice.

19.04 Promotions to Vacant or New Supervisory Positions

Whenever new positions or vacancies in supervisory positions occur, they shall be posted. Bargaining unit members should be considered for these positions/vacancies whenever possible.

19.05 Janitorial Help

When there is a staff transfer, the staff member affected shall receive janitorial assistance in moving his/her personal classroom materials.

**ARTICLE 20
PERSONNEL FILE**

20.01 There shall be only one official personnel file maintained on a teacher. It shall be located in the Department of Human Resources.

20.02 Any teacher shall have the right to examine and review his/her personnel file within one day of his/her request to do so. Arrangements for such examination within this time shall be made by the Personnel Director or designee. The teacher shall be allowed to have a representative of the Association present for such a review. Any item found not to be in compliance with this article shall immediately be removed from said file by the personnel director or designee. The teacher shall, upon request, be given a copy of his/her file's contents. The cost of copying any documents shall be paid by the teacher. The cost shall not exceed \$0.05 per page.

20.03 No documents except those in the official personnel file shall be reviewed for official

action.

20.04 All items placed in a teacher's personnel file shall be dated and identifiable as to source. A copy of those items shall be given to the teacher within three (3) days of placement in his/her file.

20.05 If an unfavorable statement, notation, communication, or correspondence is in his/her file,
the teacher shall be given a copy and the right to place a statement of rebuttal or explanation in his/her file.

20.06 No anonymous material of any type shall be included in the teacher's personnel file.

20.07 Informal notes or records about teachers that are maintained by the administrators shall not be included in the official file except in accordance with Section 20.05 above, or as a part of the teacher's formal evaluation.

20.08 Records of all warnings, written reprimands, and other material of a derogatory nature, excluding evaluations, will be removed from the teacher's personnel file three (3) years from the date of issuance, provided no intervening discipline of the same or similar nature has occurred.

20.09 The following items shall be considered public information available upon request to the Personnel Director from a teacher's personnel file: annual salary, degree(s), area(s) of certification, awards or commendations, and contractual status (i.e. limited or continuing). All other documents contained in a teacher's personnel file shall be considered confidential and shall not be conveyed in any manner to the public, news media, or their agents, unless by court order, subpoena, or written permission of the teacher, or as otherwise required by law.

20.10 A report submitted to the Ohio Superintendent of Public Instruction by the Board and/or District Superintendent under Section 3319.313 C of the Ohio Revised Code will be kept in
the employee's personnel file. The report, upon request by the employee, will be removed from the personnel file to a public file if the State Board of Education does not find evidence warranting action against the employee's teaching certificate/educator license.

ARTICLE 21 SENIORITY

21.01 Definition of Seniority

Seniority shall mean the length of continuous employment as a certificated employee under regular contract in this District.

- A. Seniority shall begin to accrue from the first day worked under the conditions stated in the definition above.
- B. Seniority shall accrue for all the time a certified employee is on active pay status or is receiving worker's compensation benefits.
- C. Continuous service shall include all time on Board approved leave of absence and all time on disability retirement to a maximum of five (5) years.
- D. Seniority shall accrue for certified employees under regular contract one (1) year one hundred twenty (120) days for each year worked.
- E. No certified employee shall accrue more than one (1) year of seniority in any given work year.
- F. In the case of RIF, seniority will be accrued from the original hire date.

21.02 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more certificated employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior certificated employee:
 - a. The date of the Board meeting at which the employee was hired, and then by
 - i. The date the employee signed his/her initial employment contract in the District, and then by
 - 1. Lottery, with the most senior employee being the one whose name is drawn first. This procedure shall be implemented in the presence of a designated PCTA representative

21.03 Loss of Seniority

- A. Seniority shall be lost when a certificated employee retires or resigns (except in the case of disability retirement (maximum of five (5) years) seniority shall not be lost); is discharged (if reinstated seniority shall be considered continuous); or otherwise leaves the employment of the PCSD.

21.04 Posting of the Seniority List

- A. The seniority list shall be posted annually by November 30. The Personnel Department shall prepare for posting on the designated bulletin board in each building a seniority list indicating, by area of certification the date the employment contract was signed of all limited contracts. This list shall be made available to the PCTA President on or before the date of posting.
 - a. The names of those certificated employees holding a limited contract shall appear on the seniority list in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least

senior appearing at the bottom of the list. The names of those certificated employees holding a continuing contract will be included by November 30.

- b. Those certificated employees with more than one (1) area of certification will have each area of their certifications appear next to their name on the seniority list.

21.05 Correction of Inaccuracies

- A. Each certificated employee on the seniority list shall have a period of thirty (30) days after posting of the seniority list in which to advise the Personnel Department in writing of a concern that they feel affects his/her seniority. Reported concerns shall be investigated and such adjustments as are in order shall be made to the seniority list. At the conclusion of the thirty (30) day period mentioned in the paragraph above, an updated seniority shall be posted. If no adjustments are necessary, the original list will become the official seniority list until the following November 30.

**ARTICLE 22
SCHOOL YEAR CALENDAR COMMITTEE**

22.01 A committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the PCTA shall mutually develop no less than two (2) school year calendar proposals (may be multi-year/perpetual). This calendar shall include dates for any makeup days required.

22.02 Proposals shall be put to a vote of the total staff, adhering to all voting procedures and deadlines. The results of this vote shall be presented to the Board for its consideration in its adoption of the school year calendar.

**ARTICLE 23
POLITICAL CONTRIBUTION PAYROLL DEDUCTIONS**

23.01 Upon presentation of the following form, the Treasurer of the Board shall payroll deduct the amount as stated, and shall continue to do so until notified in writing to discontinue such deduction. (See Appendix VIII)

ARTICLE 24

COMPLAINT PROCEDURE

24.01 Should a verbal complaint be made by a parent or other member of the public to a school

official concerning a teacher, the teacher shall be informed privately of the complaint by the principal.

- A. The principal and the teacher shall attempt to resolve the complaint. Should the complaint be presented in writing or if the verbal complaint and the complaining party by the principal, the shall be informed of the complaint and the complaining party by the principal. The principal and the teacher shall attempt to resolve the complaint of the complaining party. If a parent-teacher conference is called, it shall be administered by the principal or his/her designee, and the teacher, upon request, shall have Association representation.
- B. If the complaint is not resolved at the building level, it will go to the next level of administration. If a conference is called involving the teacher, the teacher, upon request, shall have Association representation.
- C. If the complaint is not resolved at that level, it will go to the Superintendent or his designee. If a conference is called involving the teacher, the teacher, upon request, shall have Association representation.
- D. If the principal or other central office administrators find it necessary to make a record of this complaint in the teacher's personnel file, it shall be only after the complaining party has reduced the complaint to writing. The teacher shall then have a right to attach a rebuttal statement to this record and this too will be placed in the teacher's file.

ARTICLE 25 ELIGIBILITY FOR CONTINUING CONTRACT STATUS

25.01 Teachers shall be eligible for continuing contract status in accordance with ORC Section 3319.11. However, a teacher shall neither be eligible for a continuing contract nor obtain

a

continuing contract by operation of law where the teacher did not notify the

Superintendent in writing by September 15 of the intent to meet all requirements of a continuing contract. All required documentation must be on file in the Personnel Office by April 1st.

- A. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the ORC, or until the teacher is terminated or suspended and shall be granted only if the following requirements have been met:
 - a. Notify the Superintendent in writing by September 15 of the intent to meet all requirements of the continuing-contract of the school year in which the teacher's limited contract expires. All required documentation must be on file in the Personnel Office by April 1.
 - b. Evaluated in accordance with the Teacher Evaluation Process, Article 17
 - c. Teachers who within the last five (5) years have taught as a full-time teacher for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years as a full-time teacher in the District. For the sake of this article only, one hundred twenty (120) or more days of continuous full-time employment within the fiscal year will be credited as a year.
 - d. Teachers must hold a professional, permanent, or life teacher's certificate which was issued prior to January 01, 2011, and has completed one of the following:
 - i. If the teacher did not hold a master's degree at the time of initial receipt, a teacher's certificate under former law or an educator license, thirty semester hours (30) of third or fourth year undergraduate and graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of such certificate or in license, as specified in rules which the state board of education shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt
 - e. If the teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011, said teacher must hold the license for at least seven (7) years before they can apply for a continuing contract in accordance with the above requirements.

ARTICLE 26

PLANNING TIME

26.01 Preparation period and/or preparation time is defined as that time which is set aside for the use by the teacher in classroom preparation, counseling students, and other related educational activities.

26.02 The high school/middle school teacher's preparation period shall be equal to the length of a full class period each day. Elementary school teachers shall be provided a planning time no less than two hundred (200) minutes per week, exclusive of recess duty or other duties. Nothing in this article will be in conflict with State and/or Federal regulations for Title/Chapter program teachers. Efforts should be made to provide that the planning time takes place during the instructional day.

ARTICLE 27 TEACHING CONDITIONS

27.01 The Board shall make reasonable efforts within its means to limit class size to the standards set by the State Board of Education.

A. Special Education Class Load

- a. No self-contained special education unit shall have more than the maximum number of students permitted by the Rules for the Education of Handicapped Children, (effective July 1, 1982).

27.02 When a work order is submitted by the teacher and principal, the work order will be completed in a timely manner.

27.03 The Administration shall make every effort to secure a certified substitute when a regular

teacher is absent and a regular teacher shall not be requested to cover for absent teachers unless in an emergency.

27.04 At least one regular classroom teacher who delivers instruction because of inclusion must

be involved in writing of that student's IEP. The regular classroom teacher's job responsibilities with inclusion students must be considered when assigning non-teaching duties. The District shall provide all supportive and supplemental services for all students as identified in the student's IEP. the Board agrees to pay for all materials to implement alternative assessment for special education students.

- 27.05** Every effort will be made to schedule IEP meetings during the teacher workday with class coverage provided for participating teachers. In the event an IEP meeting cannot be scheduled during the workday, a regular education teacher invited and attending the IEP meeting outside the workday shall be paid at the home instruction rate.
- 27.06** The principal will be responsible for resolving issues prompted by the placement of handicapped children in the regular classroom setting.
- 27.07** The Board and the Administration shall not discriminate against employees because of membership or leadership roles in the PTCA or participation in PCTA activities.
- 27.08** Specialized Health Care Procedures
- A. Bargaining unit members other than licensed healthcare professional staff shall not be required to perform any medical procedures on a student. No bargaining unit member other than a licensed healthcare professional shall be required to provide custodial care services.
- 27.09** Full-time teacher aides/paraprofessionals will be provided to librarians if librarians are asked to perform regular teaching duties.
- 27.10** Any new initiatives/programs will be brought to a committee of teachers to have input before implemented by the District.

ARTICLE 28 TEACHING DAYS AND HOURS

- 28.01** The teacher workday shall not exceed 7 hours 15 minutes including consecutive 30-minutes duty-free lunch. The teacher shall sign a sign-out sheet before leaving the building during lunch.
- 28.02** The length of each school year shall not exceed one hundred eighty (180) instructional days including two (2) parent conference days. In addition to the 180 days, there shall be one (1) meeting/workday at the start of the school, one (1) in-service day or its equivalent, and one (1) closing day, for a total of 183 days.
- 28.03** On days preceding holidays, or preceding other designated vacations, the teacher's workday shall end at the close of the pupils' day.
- A. House Bill 59 and ORC 3313.48 set forth a new school calendar and the hours needed to meet the State mandated minimum instruction time. The school day will continue to be five (5) days per week.

- B. The Portsmouth City teachers will continue to work 183 days per school year and 7 hours and 15 minutes per day as outlined in Article 28.01. All bargaining members of the PCTA will continue to be paid their full pay without any deductions due to schools being closed due to inclement weather or otherwise. All hours worked over the State minimum will be used as "excess instructional hours" currently referred to as calamity days.

- C. The current State mandated minimum minutes are
 - a. 910 minutes for all-day kindergarten - 6th grade
 - b. 1001 minutes for grades 7 - 12
 - c. These minutes shall include planning periods as well as parent/teacher conferences, inservice and waiver days
 - d. If the total hours worked is reduced due to calamity days and falls below the State minimum, the Board and Association will negotiate any necessary changes to the school calendar or the school day. All changes will be ratified by the PCTA and the PCSB before implementation

ARTICLE 29 SAVINGS CLAUSE

- 29.01** The Board and the Association agree that all items in this contract which supersede applicable State law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this Article.
- A. Should any clause of this contract be held in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

 - B. At the request of either party, an item rendered null and void shall be renegotiated within forty-five (45) days.

ARTICLE 30 DISTRICTWIDE SCHOOL SAFETY PLAN

- 30.01** A School Safety Plan Committee shall be established at each building of the District, including any annex site/s in which students are housed, to develop a plan for the coordination of that building's overall safety plan. The purpose of a District-wide School Safety Plan is to coordinate and communicate the importance of preparedness of any unforeseen events of schools being attacked by those with the means to cause physical harm to the students and staff of the District. These committees will work in conjunction with the District's Continuous Improvement Plan Committee.

- A. At the elementary level this committee will consist of the principal, and/or the principal's designee, and up to six (6) PCTA members
- B. At the junior/senior high level this committee will consist of the principal, and/or the principal's designee, and up to six (6) PCTA members
- C. Committee members will be selected three (3) by the PCTA President and Building Representatives and three (3) the building Principal
- D. It is the responsibility of the School Safety Plan Committee to obtain the input of all staff members in developing the building plan
- E. All staff members will be responsible for doing their part to participate in the development, executing practice drills, and doing their part in enforcing the entire plan
- F. Each Building Safety Team shall meet on a regularly decided meeting schedule to coordinate District-wide preparedness (i.e., practice drill schedule, written plan review and priorities, reflection of practiced events)

30.02 The plan will be monitored/reviewed on an on-going basis. The plan shall be in place at the beginning of each school year and shall be distributed to the teachers and published in the student handbook (if applicable).

30.03 Each teacher will review his/her classroom School Safety Plan with students at the beginning of the school year and periodically throughout the year (i.e., arrival of new students).

ARTICLE 31 DISCIPLINE PLAN

31.01 A discipline committee shall be established at each building to develop a plan for handling that building's overall discipline in conjunction with the District's Continuous Improvement Plan Committee's development of the Student Code of Conduct.

- A. At the elementary level, this committee will consist of the principal, assistant principal/s and up to six (6) teachers
- B. At the junior/senior high level, this committee will consist of the principal, assistant principal/s and up to six (6) teachers
- C. The teachers on each building's committee will be selected by the teachers in their building.
- D. It is the responsibility of the discipline committee to obtain the input of all staff members in developing the building plan.
- E. All staff members will be responsible for doing their part in enforcing the entire plan.

31.02 The plan will be monitored/reviewed in an on-going basis. The plan will be in place at the

beginning of each school year and will be distributed to the teachers and published in the student handbook (if applicable) and in the school newsletter.

31.03 Each teacher will annually review his/her classroom discipline plan. The plan will be approved by the appropriate administrator and will be in place prior to the first day of class. It will be made known to that teacher's classroom students.

ARTICLE 32 RIGHT TO FAIR SHARE

NOTE: *This section is void as a matter of law based on the Supreme Court decision in Janus v AFSCME Council 31, 585 U.S. (2018), but is preserved. Should the right of the Association to collect agency fees from non-members become legally permissible, the following provisions shall go into full force and effect beginning in the school year immediately following said decision.*

~~**32.01 Payroll Deduction of Fair Share Fee**~~ — The Board shall deduct from the apy of members

~~of the bargaining unit who elect not to become or to remain members of the PCTA, a fair~~

~~share fee for the Association's representation of such non-members during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.~~

~~**32.02 Notification of the Amount of Fair Share Fee**~~ — Notice of the amount of the annual fair

~~share fee, which shall not be more than 100% of the unified dues of the Association, 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.~~

~~**32.03 Schedule of Fair Share Fee Deductions**~~ — Payroll deduction of such fair share fees shall

~~begin at the second payroll period in January except that no fair share fee deductions shall be made for the bargaining unit members employed after October 31, until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.~~

~~**32.04 Upon Termination of Membership During the 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.

~~**32.05 Transmittal of Deduction**—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.~~

~~**32.06 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 ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.~~

~~**32.07 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.~~

~~**32.08 Indemnification of Employer**—The Association on behalf of itself and the OEA and NEA~~

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

- ~~A.—The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed~~
- ~~B.—The Association shall reserve the right to designate counsel and to represent and defend the employer~~
- ~~C.—The Board agrees to:
 - ~~a.—Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding~~
 - ~~b.—Permit the Association or its affiliates to intervene as a party if it so desires and/or~~
 - ~~c.—To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action~~~~
- ~~D.—The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplied such fair share fee provision here-in.~~

ARTICLE 33 CURRICULUM DEVELOPMENT

33.01 The Administration will continue to involve teachers in curriculum development and will increase those opportunities by forming ad hoc committees, as needed. Teachers will take concerns and/or need/s for additional curriculum to the Teacher Based Teams and to the building principal. The leader/s of the TBT will record and forward all needs to Administration. Teachers will agree to devote their time and talents to these opportunities when possible.

ARTICLE 34 SICK LEAVE BANK

34.01 In the event that a teacher exhausts his/her sick leave accumulation due to his/her own catastrophic illness (catastrophic being defined as life-threatening illness or injury) or that of a spouse, child, or other dependent relative, the teacher may request the granting up to thirty (30) days of sick leave from the Sick Leave Bank. The bank will be made of days that have been donated by members of the staff that want to be eligible to participate in the bank. Each teacher who wants to be eligible to participate must join the bank by contributing one (1) day of sick leave during an open enrollment period (Refer to Appendix VI).

34.02 In no case shall this plan prevent or prolong a teacher's applying for and going on disability retirement.

34.03 The bank is to be regulated by a five (5) member board consisting of the PCTA President and two (2) members-at-large appointed by the PCTA and two (2) members appointed by the Superintendent, or designee. Terms of office will be three (3) years beginning 1996-97 school year for one Superintendent and PCTA appointee and two (2) years for the remaining members; thereafter, all terms will be for two (2) years. One (1) alternate from each side will be appointed to serve in the absence of a member-at-large. Board appointed physician may be necessary to render a second opinion if the Sick Leave Bank board deems necessary.

ARTICLE 35 MEDICAL LEAVE

35.01 An employee, pursuant to ORC Section 3319.13, may request an unpaid leave of absence

where the reason for the request is illness or disability. This illness or disability will be verified by the employee's personal physician. If the Board desires, the teacher will be examined by the Board's physician at the Board's expense. Said leave of absence shall be granted for a period of up to two (2) years.

35.02 Rights While on Leave - An employee on medical leave shall be recognized as a full-time professional staff member and shall be eligible for and provided all fringe benefits as stated in Article 5 of the contract during this leave of absence.

35.03 Any teacher on leave shall be entitled upon expiration of the leave to reinstatement to a similar teaching position to the one in which the member was assigned prior to the leave and to all years of seniority accrued.

ARTICLE 36

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES

36.01 Two (2) local professional development committees (LPDCs) shall be established in accordance with the terms of this Article. Their purposes shall be to ensure that professional development aligns with the ongoing continuous improvement of the District and its schools, to oversee and review individualized professional development plans, to provide a mechanism through which District educators can maintain professional credentials and participate in meaningful professional activities to improve student achievement, and to fulfill such other purposes as may be required by Section 3310.22 of the ORC and any administrative regulations issued under that statute.

36.02 Each of the two (2) LPDCs shall be composed of five (5) members, 3 bargaining unit members, and two (2) administrators. The composition of each LPDC shall be as follows:

- A. Elementary LPDC - Elementary Committee will encompass teachers Pre K - 6. At least one administrator will be from the elementary level. Administrators will be appointed by the Superintendent.
- B. Jr. High/Sr. High School committee will encompass teachers 7 - 12. At least one administrator will be from the middle/high level. Administrators will be appointed by the Superintendent.

36.03 All members of an LPDC shall serve for two (2) year terms, staggered elections. In the event of a vacancy, the LPDC member vacancy shall be filled by an appointment by the PCTA President for the unexpired term.

36.04 All teacher members of an LPDC shall receive release time, without loss of pay, to perform necessary LPDC work. LPDC members shall receive a reasonable opportunity for

training in LPDC functions and shall be reimbursed for any actual and necessary expenses with such training.

36.05 Decision making by each LPDC shall be by consensus, with further understandings that each LPDC shall elect a chairperson by a majority vote of the full LPDC and that a quorum for any meeting of the LPDC shall consist of at least three (3) members with at least one (1) teacher and one (1) administrative member present.

36.06 Each LPDC shall accept out-of-District approved individualized professional development plans and progress to date of a teacher toward fulfilling such a plan, as well as previously approved professional development progress within the District.

36.07 Subject to the terms of this Article, each LPDC shall establish its own meeting time, method for conducting business, and an appeals process to be used by a teacher if his/her proposed individualized professional development plan is not approved by the LPDC.

36.08 Stipends of \$1,000 will be paid to the Bargaining Unit members of the LPDC. This stipend will be paid the second pay of the month of June.

ARTICLE 37 RE-EMPLOYMENT OF RETIRED TEACHERS

37.01 Scope of Article - This article governs the terms and conditions of employment of any retired teacher who is reemployed in a position that falls within the description of the bargaining unit appearing in Article 1 of this agreement. Any such employee will become a bargaining unit member. This article in no way obligates the Board to re-employ a retired teacher, nor does it create any expectancy or implication that a retired teacher will be offered reemployment.

37.02 Salary - For initial placement purposes on the teachers' salary schedule, a retired teacher who is reemployed will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that, unless otherwise mutually agreed by the Superintendent and the Association President, in no event will the employee receive more than five (5) years of vertical credit. The employee thereafter will vertically advance step to step not to exceed ten (10) years.

37.03 Individual Contract of Employment - Retired teachers who are reemployed shall

receive one-year (1) limited contracts of employment. Unless the employee receives written notice by May 31st that he/she is continued in employment for the succeeding school year, such contracts shall automatically terminate at the end of each school year without further action, notice, or procedures by the Board. Continue employment from school year to school year will be solely at the discretion of the Board. A reemployed retired teacher shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

37.04 Supplemental Contract - Retired teachers who are reemployed shall be eligible for supplemental contracts at the sole discretion of the Superintendent. A reemployed retired teacher shall not displace a qualified bargaining unit member for a supplemental position.

37.05 Leaves of Absence - Retired teachers who are reemployed shall be eligible for all leaves (including attendance incentives) in accordance with the agreement, except such employees shall not be eligible for Sabbatical Leave. In no event shall leave extend beyond the employee's contract term.

37.06 Reduction in Force/Seniority - Retired teachers who are reemployed shall be credited with zero (0) years of seniority and shall not accumulate seniority for any purposes. Such employees shall have no right to displace or bump another bargaining unit employee, nor any right of recall in the event of reduction in force.

37.07 Evaluation Procedure - Neither the evaluation provisions of this agreement nor the procedures appearing in sections 3319.11 or the ORC shall apply to a retired teacher who is reemployed. The Board may choose to evaluate the employee, but is not required to do so.

37.08 Severance Pay - A retired teacher who is reemployed shall not receive severance pay from the Board, pursuant to either Ohio law or any provision of this agreement.

37.09 Insurance - Retired teachers who are reemployed will be eligible for insurance benefits in accordance with the agreement unless eligible for STRS insurance benefits in accordance with STRS policies.

37.10 Exclusivity of Article - The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the ORC.

ARTICLE 38

OUT-OF-STATE- TEACHERS WITH CHILDREN

38.01 Full-time bargaining unit members who reside outside of the State of Ohio may enroll their children in District schools free of tuition charges. The children, however, are not eligible for Post Secondary option according to ORC 3365.02 requiring each participant to be a resident of this State.

ARTICLE 39 DRESS CODE

39.01 The Board recognizes that staff members are role models for students. The manner in which staff members present themselves will be reflected in the conduct of students and the respect shown to staff members and the District by the community. To this end, all staff members must appear neat, clean, and appropriately dressed at all work times, for a business or professional environment in accordance with the position held by the employee.

- A. It is appropriate for men to wear collared shirts, non-collared shirts with buttons and turtleneck shirts, sweaters, and pants. It is appropriate for women to wear skirts, dresses, jumpers, capris, or pants. Shorts, blue denim jeans and sweatpants/sweat suits are not allowed. Clothing for all must be non-distracting in length and fit. Clothing that works for the beach, yard work, dance clubs, exercise sessions, and sports contests are not appropriate for a professional appearance. Visible body piercing, except for the ears, is not appropriate.
- B. Appropriate footwear must be worn and provide for safe and sanitary conditions. Physical education teachers should wear the appropriate athletic attire necessary to meet the requirements of their job responsibilities and a warm-up suit when not actively teaching physical education classes or coaching.
- C. Casual dress will be permitted on pay days which shall be spirit day. The day preceding a holiday (excluding days of parent-teacher conferences) will also be considered a casual dress day. The principal or supervisor may approve variations for special situations.
- D. Reasonable accommodations shall be made for those employees who because of a sincerely held religious belief, cultural heritage, or medical reason request a waiver of a particular part of this policy for dress or appearance.

ARTICLE 40 SUPPLEMENTAL SERVICES

40.01 An educator may be offered a teacher's supplemental limited contract for additional services proportional to his or her per diem rate to teach an additional course during their planning time based on scheduling and certification needs. Acceptance of such a supplemental offering is entirely optional.

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**ARTICLE 41
DURATION OF CONTRACT**

The duration of this contract will be July 01, 2019 through June 30, 2022.

Let it be noted that year three (3) June 30, 2021, this contract will be opened for Salary negotiations, and two (2) Articles by each party.

In witness and affirmation of this contract, the following persons do affix their signatures this _____ day of _____, 2019.

FOR THE PCSD Board:

Barbara Gibson, Board President

FOR THE PCT Association:

K. Suzanne Keller, PCTA President

Scott Dutey, Superintendent

K. Nathan Kline, PCTA Lead Negotiator

Dianna Reedy, Treasurer

Heather Walker, PCTA Negotiator

Witness

Meghan Spradlin, PCTA Observer

Witness

Shawna Queen, PCTA Observer

**ARTICLE 42
THIRD GRADE GUARANTEE**

42.01 Teachers impacted by the Third Grade Guarantee will have input into the District’s plan as it relates to the implementation and monitoring of the District Improvement Plan.

42.02 The Board and the PCTA acknowledge that while a reading endorsement is not currently required, teachers must be given the opportunity to take any required testing though ODE at the Board’s expense.

**ARTICLE 43
CONTRACT SEQUENCE**

43.01 The following contract sequence will be followed when rehiring certified staff.

- A. Limited regular contracts shall be issued in the following order:
 - a. Upon initial employment, one (1) year contracts for the first three (3) years of teaching
 - b. Two (2) year contract for years four (4), five (5), six (6) and seven (7)
 - c. Three-year contract for years eight (8), nine (9) and ten (10)
 - d. Five (5) year contracts for the remainder of employment

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APPENDIX 1

GRIEVANCE REPORT FORM - PART I

Portsmouth City Teachers Association

	STEP: 1	STEP: 2	STEP: 3	STEP: 4
	Date Filed	Date Filed	Date Filed	Date Filed
_____	_____	_____	_____	_____
Name of Aggrieved				
_____	_____	_____		
Building	Grade	Subject		

COPIES OF THIS FORM SHOULD BE SENT TO:

Original	Building Principal	Copy 3	PCTA President
Copy 1	Aggrieved	Copy 4	UniServe Consultant
Copy 2	Building Representative		

STEP 1

A. **Date the Cause of Grievance occurred:**

B. **Statement of Grievance:**

_____ Relief

Sought:

Aggrieved Signature

Date

C. Principal's Response (on back)
Signature of those attending:

Meeting Date _____

Aggrieved: _____

Principal: _____

PCTA Rep _____

PRINCIPAL'S RESPONSE TO GRIEVANCE

Signature of Aggrieved

Date

B. Board's Response (on back)

Meeting Date

Signatures of those attending:

Board President

Superintendent

Principal

Aggrieved

Building Representative

OEA Representative

NEA Representative

BOARD PRESIDENT'S RESPONSE TO GRIEVANCE

APPENDIX 2 (cont'd.)

Classroom Observation Form

Portsmouth City Schools

APPENDIX 2 (cont'd.)

Classroom Observation Form

Portsmouth City Schools

APPENDIX 2 (cont'd.)

Classroom Observation Form

Portsmouth City Schools

APPENDIX 3

Procedures for Sick Leave Bank

Portsmouth City Schools

I. Purpose

- A. To provide additional days of sick leave for teachers of the Portsmouth City School District. The bank is to be regulated by a five (5) member board consisting of the President of PCTA and two (2) members-at-large appointed by the Portsmouth City Teachers Association and two (2) members appointed by the Superintendent, or designee. Terms of the office will be three (3) years beginning 1996-97 school year for one Superintendent and PCTA appointee and two (2) years for the remaining members; thereafter, all terms will be two (2) years. One alternate from each side will be appointed to serve in the absence of a member-at-large. Board appointed physician may be necessary to render a second opinion if the Sick Leave Bank board deems necessary.

II. Provisions and Eligibility

- A. All teachers shall be eligible to be members of the Sick Leave Bank.
 - 1. Initial membership will consist of one (1) day sick leave to be designated by the teacher to the Sick Leave Bank between September 1 and October 1 of the current school year. Enrollment and withdrawal must be done in writing. Teachers enrolling or withdrawing from the bank must forward notification of the intent to the Treasurer.
 - 2. Membership shall be continuous unless canceled during the period of September 1 through October 1, or an assessment period. All teachers will receive an intent form from the Personnel Office for the purpose of enrolling in the Sick Leave Bank. When the Treasurer's Office has received the teacher's intent to be a member of the Sick Leave Bank, the teacher is eligible for membership. Each employee will receive a notice of receipt indicating their participation in the program.
 - 3. New teachers may join the Sick Leave Bank during the open enrollment period. The open enrollment period is September 1 through October 1 for the current school year.
- B. Teachers may request the granting of up to thirty (30) days per year of sick leave from the Sick Leave Bank. Application for said leave can only be made under the following conditions:
 - 1. All accumulated sick leave must have been used first.
 - 2. The teacher must ask for advanced sick leave and exhaust said advanced sick leave (Section 7.01F of the contract).
 - 3. Verification of illness or need by a physician shall be mandatory and must accompany the application.
 - 4. The teacher must fill out the request and sign the form. The teacher is responsible for all documentation needed to consider the request.

III. Policy Procedures

- A. In consideration of the benefits of participating in the Sick Leave Bank each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing as follows:
 - 1. "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Board. All decisions of the Sick Leave Bank Board will be final and are binding and not subject to grievance. I further agree to abide by such a decision and to indemnify and hold harmless the Portsmouth City School District, the Portsmouth City Teachers' Association, the Sick Leave Bank Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- B. Application for the Sick Leave Bank days must be made to the Personnel Office.
- C. The Sick Leave Bank Board shall meet and render a decision within ten (10) working days of receipt of the request.
- D. Unused requested days shall be returned to the Sick Leave Bank by June 30.

- E. The Sick Leave Bank will begin with one day from each contributing staff member. When the bank is depleted below 75 days, each member will be assessed one additional day. The Sick Leave Bank board shall be responsible for notifying teachers of each assessment period.
 - F. Extension of additional days may be applied in the same manner as the original application. Please note, this means a member can apply for fifteen (15) days once and an additional fifteen (15) days at a later date. This does not mean the member can exceed thirty (30) days per year.
 - G. When a teacher donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
- IV. All decisions of the Sick Leave Bank Board shall be final.

APPENDIX 4

Form to be used in Progressive Discipline
Verbal Reprimand Record

On, _____, I verbally reprimanded

_____ at _____
(Teacher's name) (school)

Regarding the concern (problem):

Principal

Teacher

PCTA REPRESENTATIVE

The teacher's signature is merely an acknowledgment that a reprimand was given. It does not indicate agreement or disagreement. This form will NOT be placed in the teacher's personnel file.

APPENDIX 5

**PAYROLL DEDUCTION AUTHORIZATION FORM
POLITICAL ACTION COMMITTEE
PORTSMOUTH CITY SCHOOLS - PORTSMOUTH CITY TEACHERS
ASSOCIATION**

NAME _____ DATE _____

HOME ADDRESS _____

Code) (Street or P.O.Box) (City & State) (Zip

SCHOOL BUILDING _____ ASSIGNMENT _____

I hereby authorize that the sum of \$_____ (minimum of \$25.00) be withheld from my paycheck in equal installments, beginning with the first paycheck in December and continuing through the last paycheck in August for each year until further notice from me, and that this sum be transmitted to the Educators Political Action Committee, Ohio Education Association, 225 East Broad Street, Columbus, OH 43216, pursuant to Section 3313.262 of the Ohio Revised Code.

SIGNATURE OF CONTRIBUTOR

APPENDIX 6

Bonus for Unused Personal Leave Days

I have accumulated 175 sick leave days and would like to receive the bonus of \$100.00 per unused personal days. This bonus will be paid the first pay of December

Signature

Date

APPENDIX 7

Salary Schedule

Portsmouth City Schools

BASE SALARY 2019-2020 SCHOOL YEAR: \$35,697

Salary Schedule 2019-2020				
Base:	\$35,697			
Step		Bachelor Degree	5 Year*	Masters+
0	Index	1	1.0395	1.0955
	Salary	\$35,697	\$37,107	\$39,106
1	Index	1.0395	1.084	1.1455

	Salary	\$37,107	\$38,696	\$40,891
2	Index	1.079	1.1285	1.1955
	Salary	\$38,517	\$40,284	\$42,676
3	Index	1.1185	1.173	1.2455
	Salary	\$39,927	\$41,873	\$44,461
4	Index	1.158	1.2175	1.2955
	Salary	\$41,337	\$43,461	\$46,245
5	Index	1.1975	1.262	1.3455
	Salary	\$42,747	\$45,050	\$48,030
6	Index	1.237	1.3065	1.3955
	Salary	\$44,157	\$46,638	\$49,815
7	Index	1.2765	1.351	1.4455
	Salary	\$45,567	\$48,227	\$51,600
8	Index	1.316	1.3955	1.4955
	Salary	\$46,977	\$49,815	\$53,385
9	Index	1.3555	1.44	1.5455
	Salary	\$48,387	\$51,404	\$55,170
10	Index	1.395	1.4845	1.5955
	Salary	\$49,797	\$52,992	\$56,955
11	Index	1.4345	1.529	1.6455
	Salary	\$51,207	\$54,581	\$58,739
12	Index	1.4345	1.5735	1.6955
	Salary	\$51,207	\$56,169	\$60,524
13	Index	1.4345	1.618	1.7455
	Salary	\$51,207	\$57,758	\$62,309
16	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$52,707	\$59,258	\$63,809

18	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$54,207	\$60,758	\$65,309
21	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$55,707	\$62,258	\$66,809
23	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$57,207	\$63,758	\$68,309
25	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$58,707	\$65,258	\$69,809
28	Longevity	\$2,000	\$2,000	\$2,000
	Salary	\$60,707	\$67,258	\$71,809
30	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$62,207	\$68,758	\$73,309

* 150 semester hours or 225 quarter hours
+ \$2,000 for 15 plus semester hours (15 semester hours beyond the issuance of mater's degree)

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APPENDIX 7 (cont'd.)

Salary Schedule

Portsmouth City Schools

BASE SALARY 2020-2021 SCHOOL YEAR: \$36,411

Salary Schedule 2020-2021				
Base:	\$36,411			
Step		Bachelor Degree	5 Year	Masters
0	Index	1	1.0395	1.0955
	Salary	\$36,411	\$37,849	\$39,888
1	Index	1.0395	1.084	1.1455
	Salary	\$37,849	\$39,470	\$41,709
2	Index	1.079	1.1285	1.1955
	Salary	\$39,287	\$41,090	\$43,529
3	Index	1.1185	1.173	1.2455
	Salary	\$40,726	\$42,710	\$45,350
4	Index	1.158	1.2175	1.2955
	Salary	\$42,164	\$44,330	\$47,170
5	Index	1.1975	1.262	1.3455
	Salary	\$43,602	\$45,951	\$48,991
6	Index	1.237	1.3065	1.3955
	Salary	\$45,040	\$47,571	\$50,812
7	Index	1.2765	1.351	1.4455
	Salary	\$46,479	\$49,191	\$52,632
8	Index	1.316	1.3955	1.4955
	Salary	\$47,917	\$50,812	\$54,453
9	Index	1.3555	1.44	1.5455
	Salary	\$49,355	\$52,432	\$56,273
10	Index	1.395	1.4845	1.5955
	Salary	\$50,793	\$54,052	\$58,094

11	Index	1.4345	1.529	1.6455
	Salary	\$52,232	\$55,672	\$59,914
12	Index	1.4345	1.5735	1.6955
	Salary	\$52,232	\$57,293	\$61,735
13	Index	1.4345	1.618	1.7455
	Salary	\$52,232	\$58,913	\$63,555
16	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$53,732	\$60,413	\$65,055
18	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$55,232	\$61,913	\$66,555
21	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$56,732	\$63,413	\$68,055
23	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$58,232	\$64,913	\$69,555
25	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$59,732	\$66,413	\$71,055
28	Longevity	\$2,000	\$2,000	\$2,000
	Salary	\$61,732	\$68,413	\$73,055
30	Longevity	\$1,500	\$1,500	\$1,500
	Salary	\$63,232	\$69,913	\$74,555

*** 150 semester hours or 225 quarter hours**

+ **\$2,000 for 15 plus semester hours (15 semester hours beyond the issuance of master's degree)**

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APPENDIX 8

HANDOUT 1.1: Student Learning Objective (SLO) Template

This template will be completed while referring to the SLO Template Checklist.

Teacher Name: _____ Content Area and Courses: _____

Grade Level(s): _____ Academic Year: _____

Please use the guidance provided in addition to this template to develop components of the SLO and populate each component in the space below.

Baseline and Trend Data

What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?

Student Population

Which students will be included in this SLO? Include course, grade level, and number of students.

Interval of Instruction

What is the duration of the course that the SLO will cover? Include beginning and end dates.

APPENDIX 8 (cont'd.)

Standards and Content

What content will the SLO target? To what related standards is the SLO aligned?

Assessment(s)

What assessment(s) will be used to measure student growth for this SLO?

Growth Target(s)

Considering all available data and content requirements, what growth target(s) can students be expected to reach?

Rationale for Growth Target(s)

What is your rationale for setting the above target(s) for student growth within the interval of instruction?



NOTE: This SLO template will be replaced during the course of this contract (2019-2021) by the Ohio Department of Education (ODE). The changes in the Ohio Teacher Evaluation System changes by ODE will become Contract language through a Memo of Understanding (MOU).

INSERT

STANDARD AREA ACCOMPLISHED SKILLED
DEVELOPING INEFFECTIVE

IN LANDSCAPE FORMAT
4 PAGES

WALKTHROUGH TEMPLATE
Adopted 2014-2015

1. What is the learning objective?
2. Learning goals and objectives are clearly explained at the beginning of the lesson
 - a. _____ observed
 - b. _____ not observed
3. Classroom procedures were used in the class
 - a. _____ observed
 - b. _____ not observed
4. Immediate attention was given to student behavior problems
 - a. _____ observed
 - b. _____ not observed
5. Positive connections were made between students and teacher
 - a. _____ observed
 - b. _____ not observed
6. The lesson included a variety of instructional strategies and learning materials
 - a. _____ observed
 - b. _____ not observed
7. The teacher differentiated the learning activities based upon student needs
 - a. _____ observed
 - b. _____ not observed
8. Depth of Knowledge (DOK) Levels
 - a. _____ Level I (Recall)
 - b. _____ Level II (Skill/Concept)
 - c. _____ Level III (Strategic Thinking)
 - d. _____ Level IV (Extended Thinking)
9. Group Structure

- a. _____ Whole Group
- b. _____ Small Group
- c. _____ Pairs
- d. _____ Individual

10. Teacher Placement

Portsmouth City Schools - Walkthrough Teacher Feedback & Collaboration Form:

Standard(s): Is/Are the standard(s) being taught evident? What is/are the standard(s)? Do the students know the standard being taught? What is the evidence?

Prior Learning: What is the concept/lesson connection to prior learning? What is the concept/lesson connection to future learning? What is the specific evidence?

The “WHY”: Were the real-world use/uses of concept presented? What was the evidence/specific real-world applications?

Modeling: Did the teacher model, model, model the concept before asking students to work on the issue? What is the evidence?

Frequent checks for understanding: Did you see frequent checks? Were the checks throughout the lesson? What is the evidence of checks for understanding and strategies used?

Next Steps: What are the teacher’s next action steps: Move on from concept, re-teach, etc. How does the teacher determine next steps? What is the evidence?

Feedback: Specific for the teacher.

Portsmouth City Schools
Lesson Through/Reflection/Assurance Form:

Standard(s) being taught:

What is the connection to prior and future learning?

The “Why”. What is the real-world application?

Modeling: How is the teacher going to model, model, model information being taught before the students are expected to try the concept?

Frequent checks for understanding: What strategies/activities will be used?

Next steps: Am I ready to move on, reteach, etc., based on “checks for understanding.”

**PILOT WALK-THROUGH TEMPLATE
MEMO-OF-UNDERSTANDING**

Pursuant to the upcoming changes from the Ohio Department of Education (ODE) to the Ohio Teacher Evaluation System (OTES), this memo-of-understanding between the PCSB and PCTA, the following *Pilot Walk-Through Template* will be used beginning with the second grading period of the 2019-2020 school year, prior to the implementation of the new OTES process. At the end of the school year a survey will be provided to the PCTA membership for their evaluation of this template. With Board and Association agreement this Walk-Through Template will replace the current template adopted 2014-2015, as the revised ODE OTES begins in school year 2020-2021, and will become part of the contract language.

(TEMPLATE ATTACHED)

Signed this 25th day of September, 2019.

Scott Dutey, Superintendent

Suzie Keller, PCTA President

Witness, Josh Morris, Curriculum Director

Nate Kline, PCTA Lead Negotiator

**Portsmouth City Teachers' Association
CONSTITUTION**

**ARTICLE I
NAME**

Section A.

The name of this organization shall be the Portsmouth City Teachers' Association.

Section B.

The Portsmouth City Teachers' Association, henceforth referred to as the Association, shall maintain affiliation with the Southeastern Education Association (SEOEA), and the Ohio Education Association (OEA), and the National Education Association (NEA).

**ARTICLE II
PURPOSE**

Section A. The purpose of the Association shall be:

1. To promote within the membership the highest type of professional practices, to encourage active participation of all teachers in the solution of school problems, to urge every member of the profession to be a progressive student of education, and to arouse allegiance to a genuine spirit of professional ethics.
2. To encourage higher qualifications for entrance into the teaching profession, to promote teacher participation in school management, to aid in securing and maintaining adequate salaries, sound retirement systems, and such other improvements in conditions as will enable teachers to function properly as a vital factor in educational progress.
3. To promote, encourage, and assist other National Education Association affiliated local organizations of teachers and to promote cooperation among such organizations and other members thereof.
4. To encourage teachers to exercise their rights and privileges as citizens and to accept, willingly, leadership in civic affairs.
5. To help set and promote the educational objectives of the local school system and of the state and of the nation.

**ARTICLE III
MEMBERSHIP**

Section A. Active Members

1. Active membership in the Association shall be open to all classroom teachers employed by the Portsmouth City School District who agree to abide by the Code of Ethics of the Education Professional.
2. For the purpose of this constitution, the term Classroom teacher shall be defined as those certificated persons hired to spend at least one half of every school day in the act of instructing the students of the Portsmouth City Schools.
3. Also included, however, are librarians, guidance counselors, resource teachers, school nurses, technology coordinators, P.E.P (Portsmouth Enrichment Program) coordinator, and student service facilitator/teacher.
4. Active membership shall be continuous until the member leaves the school system, chooses to ~~become a fair share member~~, or is suspended under the provisions of Article III, Section C of this constitution.
5. Active members shall be members of the Portsmouth City Teachers' Association (PCTA), Southeastern Education Association (SEOEA), Ohio Education Association (OEA), and the National Education Association (NEA).

Section B. Associate Members

1. Persons employed by the Portsmouth City School District who are not eligible to become active members of the Association because of retirement may, upon payment of dues, enroll as associate members.
2. Associate members may hold membership for life, paying such annual dues as the Representative Council may determine.
3. Associate membership shall be open to substitute teachers of the Portsmouth City School District. Such members shall have a voice but not a vote in Association matters.

Section C. Revocation of Membership

1. According to the procedure adopted by the Representative Council, The Executive Board may suspend from membership or expel any member following a due process hearing who shall have violated the ethics of the education profession. Also, the Representative Council may cancel the membership of any member convicted in a court of law of a crime involving moral turpitude. The Representative Council may reinstate a member who has previously been suspended or expelled from the Association.

ARTICLE IV OFFICERS

Section A. Officers

1. The Officers of the Association shall be the President, First Vice President, Second Vice President, Secretary, and Treasurer.

Section B. Terms

1. The Executive Committee shall be composed of the officers of the Association and seven (7) members elected at large. It shall be the executive authority of the Association.
2. In order to qualify for president of the Portsmouth City Teachers' Association, the nominee must have served on the Representative Council.

Section B. Powers of Executive Committee

The Executive Committee shall:

1. Act as advisors to the officers and have such policy-making authority as provided in this Constitution and Bylaws.
2. Act as the authoritative voice of the Association on positions affecting the Association during the interim period between regular meetings.
3. Prepare recommendations for the consideration and action of the Association.
4. Carry out the policies established at general membership meetings.
5. Direct an independent audit of the Association's financial records at regular intervals not to exceed two (2) years.
6. Whenever two-thirds of the Executive Board shall agree that an officer has been grossly negligent of the duties defined in the by-laws or is incapacitated, they shall recommend to the Representative Council that the office be declared vacant.

ARTICLE VI REPRESENTATIVE COUNCIL

Section A.

The legislative body of the Association shall be the Representative Council.

Section B.

The Representative Council shall consist of the Executive Board and one or more Building Representatives from each school.

Section C.

Any member of the Association who is not a member of the Representative Council may attend its meetings.

ARTICLE VII ELECTIONS

Section A. Nominations

1. The President shall appoint an Elections Committee whose duty it shall be to conduct elections in accordance with the OEA Elections Manual and to resolve all challenges or protests to an election.

2. The active members of the Association in each building during the month of March may nominate a candidate for President, First Vice President, Second Vice President, Secretary, Treasurer, and Members at Large. The building representative shall deliver all nominations in writing to the Elections Committee.
3. The Elections Committee shall report nominations to the Representative Council at the April meeting. Members of the Council may nominate other candidates from the floor; however, no member shall be nominated for office without the knowledge and consent of the individual.

Section B. Balloting

On the first school day in May, members shall vote for officers by secret ballot, in accordance with procedures developed by the Elections Committee and approved by the Representative Council. Provisions for write-in candidates shall be made on the ballot for each office. The Election Committee shall report results to the President who shall cause them to be published. New officers shall assume the powers of their offices on June 1.

Section C. Ballots

All ballots (marked, unmarked, and voided) and all other records pertaining to the election

of officers of this Association and OEA and NEA delegates and alternates shall be preserved for one year from the date of the election was held; and such ballots and other records shall be made available to OEA officers upon request for inspection and examination.

Section D. Voting Privileges

Non-members of the Association, ~~including fee payers~~, shall not have the right to vote, hold office, or otherwise have privilege of Association membership.

ARTICLE VIII IMPEACHMENT OF OFFICERS

Section A.

Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession or for misfeasance, malfeasance, or nonfeasance in office.

Section B.

Impeachment proceedings against an officer may be initiated by written petition submitted to the Executive Committee by at least twenty-five (25%) percent of the members.

Section C.

If, after a due-process hearing, a two-thirds ($\frac{2}{3}$) vote of the Executive Committee sustains the charge, the office shall become vacant.

Section D.

The officer may appeal the decision to a special meeting of the general membership.

**ARTICLE IX
VACANCIES**

Section A.

If a vacancy occurs for any reason, the President shall appoint a person to fill the unexpired term. The person will take office upon a two-thirds ($\frac{2}{3}$) affirmative vote of the Representative Council, except that if the President resigns, the First Vice President will move into the office. Should both offices of the President and First Vice President be vacated simultaneously, the Executive Board shall elect from its membership persons to fill those offices until the next regular election. If the office of the First Vice President become vacant, an election will be held immediately by the Executive Board to fill the office.

**ARTICLE X
COMMITTEES**

Section A.

The Association shall have such standing committees as are necessary to carry out the responsibilities and programs of the Association.

Section B.

Ad hoc (temporary) committees may be formed as necessary to achieve the Association program.

Section C.

All committees shall be appointed by the President with the approval of the Executive Committee.

**ARTICLE XI
DUES**

Section A. The local Association shall have a dues structure adequate to fund an active program. The dues rate shall be established according to Bylaws Article IX.

ARTICLE XII

Section A.

An amendment to this constitution may be introduced at any meeting of the Representative Council. Should the amendment receive a favorable two-thirds ($\frac{2}{3}$) majority vote from the Representative Council, it must be presented to the general

membership at an election to be held no sooner than two weeks after being recommended by the Representative Council.

Section B.

The amendment will be adopted by the general membership at an election where a two-thirds majority of those voting favor adopting the proposed amendment.

Section C.

Amendments must be voted upon by ballots sent to individual members.

**ARTICLE XIII
RATIFICATION**

Section A.

This constitution shall be ratified by the general membership at an election where a two-thirds ($\frac{2}{3}$) majority of those voting favor ratifying the proposed Constitution.

Section B.

This Constitution will become a part of the rules and order of the Association immediately after it is ratified.

Section C.

All officers, building representatives, committee members, and committee chairpersons currently serving the Association shall hold their positions until the end of their current terms of office.

**BY-LAWS
Portsmouth City Teachers' Association**

**ARTICLE I
MEETINGS**

Section A.

The Executive Committee and Representative Council shall meet monthly, throughout the school year, at the call of the President, or at the request of three (3) members of the Executive Committee to the President.

Section B.

The general membership meetings shall be held at least once each semester. Additional

a meetings may be called by the President, a majority vote of the Executive Committee, or
petition to the President signed by at least ten (10) percent of the active membership.
Such petitions shall state the purpose of the desired meeting and the business of the
meeting shall be limited to consideration of the stated purpose.

ARTICLE II SELECTION OF DELEGATES OF OEA AND/OR NEA REPRESENTATIVE ASSEMBLY

Section A.

All delegates and alternate delegates of the OEA and/or NEA Representative Assembly will be selected in accordance with the provisions of the Ohio Education Association Constitution, Bylaws, or standing rules of the Representative Council.

Expense money paid by the OEA or NEA or the District shall be used for the sole purpose of paying the expenses of the delegates. PCTA shall pay only the hotel, means, and mileage (if applicable) to the OEA RA. To the NEA RA, PCTA shall give the delegate a \$500 allowance after expenses have been submitted to SEOEA.

Section B. Designation of the President

By virtue of the office, the President of the Association is designated by the Association as delegate to the OEA Representative Assembly as provided by the OEA Constitution.

ARTICLE III QUORUM

Section A.

The quorum for the Executive Committee and Representative Council meetings shall be one more than fifty (50%) percent.

Section B.

The quorum for the general meeting shall be the membership present.

ARTICLE IV VOTING

Section A.

A motion to provide for the manner of voting may be made at any time before a vote is taken by the members of the Representative Council and Executive Board.

ARTICLE V DUTIES OF OFFICERS AND DUES REIMBURSEMENT

Section A. President

1. Preside over all Association Meetings and prepare the agenda.
2. Represent the Association on all matters of Association policy.
3. Serve as an ex-officio member of all Association committees
4. The President shall appoint the chairperson of standing and special committees.
5. The President shall represent the Association before the public, either personally or through delegates, and shall perform all other functions usually attributed to this office.

Section B. First Vice-President

1. Preside over Association meetings in the absence of the President.
2. Perform such other duties as delegated by the President.
3. This person shall become President if the Presidency becomes vacant during a term in office.

Section C. Second Vice-President

1. Preside over Association meetings in the absence of the President and First Vice-President
2. Perform such other duties as delegated by the President.

Section D. Immediate Past President

1. The Immediate Past President shall advise the Executive Board and assist the President at his/her request.

Section E. Secretary

1. Keep accurate minutes of all official meetings of the Association
2. Maintain official files of the Association
3. Perform such other duties as delegated by the President

Section F. Treasurer

1. Hold the funds of the Association and disburse them upon authorization of the Executive Committee
2. Maintain records of receipts and disbursements
3. Maintain membership rolls
4. Prepare financial reports for meetings of the Executive Committee and an annual financial statement to be distributed to the membership.
5. Prepare for an independent audit as authorized by the Executive Committee
6. Chair the Budget Committee
7. Transmit amount due to the Ohio Education Association

Section G. Association Representative

1. In each public school in the Portsmouth City School District, faculty members who are members in good standing of this Association shall elect for a term of two (2) years one (1) Building Representative to the Representative Council for fifteen (15) members or

major fraction thereof. There shall be at least one such Representative from each building.

2. Building Representatives shall attend the regular meetings of the Representative Council. After three (3) consecutive absences, the President may declare this seat vacant and call for a building election to complete the term. The President may designate a member of good standing to organize a special election.
3. The Building Representative shall call faculty meetings of the Association members to discuss Association business, shall appoint such faculty committees as the Association may require, and shall organize and oversee the subsequent elections and enrollment of members in the Association.
4. The one-person, one-vote shall be applied to the local representative governing body. That is one (1) representative for every fifteen (15) members. There shall be elected to the governing body representation of ethnic minority at least proportionate to the ethnic minority of the membership in PCTA.
5. Act as a consultant to the individual member, who has a professional problem, when necessary, seeks needed assistance from the Association.
6. Attend all official meetings of the Association or provide an alternate in his/her absence.

Section H. Dues Reimbursement

1. The President shall receive \$1400 plus actual and necessary expenses during the term of office. The Association will pay the Portsmouth City School District the salary of the president and approximately 17% in taxes. The Portsmouth City School District will pay the salary of PCTA President. The secretary shall receive \$200. The "Newsletter" editor shall receive \$100. The Treasurer shall receive \$599.50.
2. If negotiations take place during the year, the chairperson of the PCTA Negotiations Team shall receive \$400 (excepting in those instances when the consultant acts as negotiations chairperson). The two (2) members of the Negotiations Team shall receive \$300 remuneration each. Any remuneration may be returned to the Association.
3. The President, Secretary, Treasurer, and "Newsletter" Editor shall be paid 1/2 at the December meeting and the second 1/2 at the May meeting.
4. The Negotiations Chairperson and two (2) Negotiators shall be paid at the completion of negotiations.
5. Each building representative and non paid officers in attendance to Representative Council meetings shall have the opportunity to win a gift card in the amount of \$5.00/each. Prizes will be awarded at the May meeting.

ARTICLE VI POWER OF THE EXECUTIVE COUNCIL

Section A.

The Executive Council shall be responsible for the management of the Association, approve all expenditures, carry out policies, report its transactions, and those of the Council to the members, and suggest policies for consideration by the council.

ARTICLE VII POWERS OF THE REPRESENTATIVE COUNCIL

Section A.

The Representative Council shall approve the budget, establish dues rate for the succeeding year, act on reports of committee, may adopt such rules governing the conduct of the Association, and the conduct of meetings as are consistent with this Constitution and Bylaws. Powers not delegated to the Executive Board, the offices, or other groups in the Association shall be vested in the Representative Council.

ARTICLE VIII STANDING COMMITTEES

Section A.

There shall be the following committees carrying the specific functions outlined below. Each committee may, with the approval of the President, organize special subcommittees and task forces for specific activities from the membership of the Association. Each committee shall meet as needed and shall keep a continuing record of activities. Chairperson will report as necessary to the Representative Council.

1. ***Negotiations*** - assess membership concerns prior to bargaining, develop initial proposals of the Association, and provide additional advice and input, upon the request of the bargaining team, during active negotiations.
2. ***Grievance*** - maintenance of, and membership advocacy in, grievance procedure
3. Instructional and Professional Development (IPD) - pre-service, continuing, and in-service educational opportunities
4. ***Public Relations/Communication*** - promotion of understanding, unity, and communication among all groups in the school, school district communities, membership newsletter, and press releases.
5. ***Legislative*** - candidate endorsement/campaigning, EPAC fund collections, levy/bond campaigning, seek membership involvement in relevant local, state, and national political affairs.
6. ***Budget*** - prepares a budget giving estimates of income and expenditures (including a separate estimate for each committee) for the future fiscal year.
7. ***Audit*** - checks accuracy of accounting procedures

8. ***Elections*** - charged with the responsibility to protect the integrity of an election or vote and insure that an election is conducted in accordance with the local, state, and national constitution.
9. ***Local Professional Development Committee (LPDC)*** - to ensure that professional development aligns with the ongoing continuous improvement of the District and its schools, to oversee and review the individualized professional development plans, to provide a mechanism through which District educators can maintain professional credentials and participate in meaningful professional development activities, improve Student achievement, and to fulfill such other purposes as may be required by Section 3319.22 of the Ohio Revised Code.

Section B. Assignment of Committees

With the exception of the LPDC, the Executive Board shall assist the President in appointing members of the Standing Committees at the September meeting, and in filling

all unexpired terms as vacancies occur. It shall review committee plans as necessary and shall decide any jurisdictional arguments.

In regard to the Local Professional Development Committee, an election will be held the first working day of May to elect the members of the LPDC according to the negotiated agreement (Article 36 of the contract between PCTA and PCSB).

ARTICLE IX NEGOTIATIONS TEAM BARGAINING AND CONTRACT RATIFICATION

Section A.

The Association shall be represented in collective bargaining by an authorized team of Association Representatives appointed by the President and Executive Committee. This group shall be known as the Negotiations Team.

The Association shall conduct all ratifications of collective bargaining agreements in accordance with the guidelines for ratification of collective bargaining agreements and fact finder reports as set forth in the OEA Elections Manual.

1. If the President is not an active member of the Negotiations Team, the President will be an ex-officio member of the Association's Negotiations Team
2. Necessary sub-committees may be appointed, as needed, by the committee chairperson
3. The Negotiations Team shall have the authority to bargain in good faith; make proposals, counter proposals, and concessions; and make tentative agreement on a contract with representatives of the Board of Education

4. While negotiations are in progress, periodic reports to members may be made by the Negotiations Team

Section B.

In preparation for bargaining, the Negotiations Team may make reports and recommendations to the Executive Committee

Section C.

The Ohio Education Association represents the Association on all matters concerning the Association before the State Employment Relations Board (SERB).

1. The OEA/NEA Labor Relations Consultant shall be the Association's designated representative for the purpose of dealing with SERB.

Section D.

Written copies of the tentative agreement summary should be given to the general membership prior to ratification.

Section E.

A vote on a tentative agreement to the contract or on a fact-finding report shall be made

by written ballot.

1. No absentee or proxy votes will be allowed on contract ratification votes or fact-finding reports.
2. The first vote on the contract ratification or a fact-finding report will be to accept or reject the contract/report as presented.
3. All ballots used in a vote regarding a contract ratification or fact-finding report, after tabulation, will be sealed and retained by the Association for three (3) years or duration of contract, whichever is greater.
4. The President will communicate required details of the ratification vote to the employer's designated representative.

Section F.

The designated representative for the Association is authorized to give timely notice of the intent to strike to the Board of Education and SERB upon approval of the membership

and in keeping with provisions of ORC 4117.14(D)(2).

ARTICLE X DUES

Section A.

The dues rate for the succeeding year shall be determined by the April meeting of the Executive Committee

Section B.

Every member shall also pay the dues required by the District, State, and National Associations with which this local is affiliated.

Section C.

The Association shall annually enter into a Dues Transmittal Contract with the Ohio Education Association.

**ARTICLE XI
MEMBERSHIP YEAR**

The membership year of the Association shall be September 1 to August 31.

**ARTICLE XII
AUTHORITY - PARLIAMENTARY PROCEDURE**

Robert's Rules of Order, Newly Revised shall be the authority governing all matters of procedure not otherwise provided in this constitution, bylaws, or standing rules.

**ARTICLE XIII
AMENDMENTS**

Section A.

An amendment to the by-laws may be introduced at any meeting of the Representative Council. Should the proposed by-law receive a favorable two-thirds majority vote from the Representative Council, it must be presented to the general membership at an election to be held no sooner than two (2) weeks after being recommended by the Representative Council.

Section B.

The by-law will be adopted by the general membership at an election where a two-thirds majority of those voting favor adopting the proposed by-law.

Section C.

Amendments must be voted upon by ballots sent to individual members.

Section D.

Changes shall be proposed upon the initiative of the Constitution Committee (an ad hoc committee) or upon presentation to the Executive Committee of a petition signed by twenty (20%) percent of the current active membership. All proposed changes shall be submitted in writing to all active members at least ten (10) days prior to action.

ARTICLE XIV RATIFICATION

Section A.

These by-laws shall be ratified by the general membership at an election where a two-thirds majority of those voting favor ratifying the proposed Constitution.

Section B.

These by-laws will become a part of the rules and order of the Association immediately after it is ratified.

Section C.

All officers, building representatives, committee members, and committee chairpersons currently serving the Association shall hold their positions until the end of their current term of office.

ARTICLE XV DISSOLUTION OF THE ASSOCIATION

Section A.

A petition for dissolution of the Association may be presented in writing to a meeting of the general membership by any member in good standing and must contain the signature of three-fourths ($\frac{3}{4}$) of the total membership of the Association.

Section B.

Upon receipt of the petition for dissolution by the total membership, the Association shall act upon the petition at the next general membership meeting.

Section C.

The Association shall be considered dissolved if three-fourths ($\frac{3}{4}$) of the total membership vote by secret ballot in favor of dissolution.

Section D.

The effective date of dissolution shall be thirty (30) days from the date of the vote, thus allowing for the disposal of assets and liabilities.

Section E.

In the event of dissolution of the Association, all assets of this organization remaining after payment of all obligations shall be distributed to the Portsmouth City Teachers Scholarship Fund provided that it is an entity recognized as exempt from Federal taxation. In the event that Portsmouth City Teachers Scholarship Fund is not the recognized as tax exempt, such assets

shall then pass to Our Schools Are Number One (OSANO) of the Portsmouth City Schools, provided that is recognized as exempt from Federal taxation.

**ARTICLE XVI
ENABLING PROVISION**

Section A.

This Constitution and these Bylaws shall become effective March 31, 1000 following their adoption, and shall remain in effect until amended according to regulations herein provided.

Constitution and By-laws amended October, 2012

**ARTICLE 41
DURATION OF CONTRACT**

The duration of this contract will be July 01, 2019 through June 30, 2022.

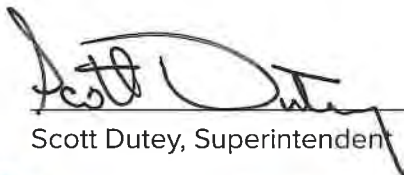
Let it be noted that year three (3) June 30, 2021, this contract will be opened for Salary negotiations, and two (2) Articles by each party.

In witness and affirmation of this contract, the following persons do affix their signatures this 19 day of December, 2019.

FOR THE PCSD Board:



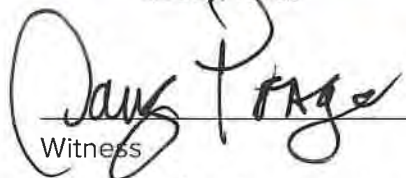
Barbara Gibson, Board President




Scott Dutey, Superintendent



Dianna Reedy, Treasurer



Witness

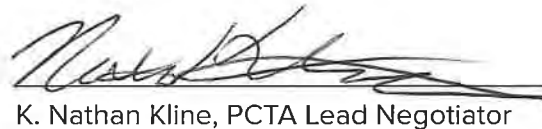


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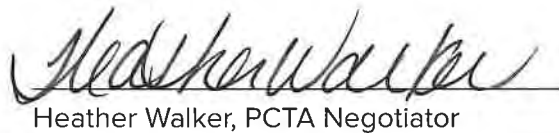
FOR THE PCT Association:



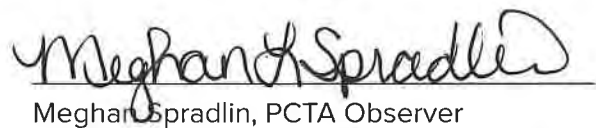
K. Suzanne Keller, PCTA President



K. Nathan Kline, PCTA Lead Negotiator



Heather Walker, PCTA Negotiator



Meghan Spradlin, PCTA Observer



Shawna Queen, PCTA Observer